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 SEPTEMBER 13, 2022

INCLUDES INFORMATION FOR THE FOLLOWING MEETINGS:

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

10:15 A.M. - CLIMATE ACTION AND NATURAL RESOURCES COMMITTEE
(ADJOURNS BY 10:55 A.M.)

11 A.M. - FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(ADJOURNS BY 12:30 P.M.)

1:30 P.M. – PUBLIC WORKS AND HEALTH COMMITTEE
(ADJOURNS BY 2:25 P.M.)

2:30 P.M. – PLANNING AND DEVELOPMENT COMMITTEE
(ADJOURNS BY 3:10 P.M.; MAY BEGIN EARLY)

3:15 P.M. – COMMITTEE OF THE WHOLE
(ADJOURNS BY 4:30 P.M.; MAY BEGIN EARLY OR LATE)

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 OR CONTACT THE COUNCIL OFFICE AT 360.778.5010

COMMITTEE AGENDAS

COUNCIL COMMITTEE OF WHOLE – EXECUTIVE SESSION
9:30 A.M. TUESDAY, September 13, 2022 – ADJOURNS BY 10:10 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. AB2022-457 Discussion of settlement negotiations with George Roche, Civil Deputy Prosecuting Attorney, regarding Dave Morse, III, an individual, Plaintiff, vs. Whatcom County, a Washington municipal corporation, Defendant, Snohomish County Superior Court Cause No. 18-2-07421-31. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]
Page 15

2. AB2022-473 Discussion of pending litigation with Civil Deputy Prosecutor, George Roche, re: Jerome Lenorda Powell, II, Plaintiff v. Whatcom County Jail, Breanna Brock, RN BSN, and the City of Bellingham, Defendants, United States District Court for Western District of Washington at Tacoma, Cause No. 2:22-cv-00728-JLR-TLF. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i).]
Page 16

3. AB2022-500 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 17

Items Added by Revision

Other Business

Adjournment

COUNCIL CLIMATE ACTION AND NATURAL RESOURCES COMMITTEE
10:15 A.M. TUESDAY, September 13, 2022 – ADJOURNS BY 10:55 A.M.
Hybrid Meeting

Call To Order

Roll Call

Announcements

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SPECIAL PRESENTATION

1. AB2022-474 Presentation from Portage Bay Shellfish Protection District Advisory Committee and Public Works staff regarding status of shellfish recovery plan
Pages 18 – 24

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
11:00 A.M. TUESDAY, September 13, 2022 – ADJOURNS BY 12:30 P.M.
Hybrid Meeting

Call To Order

Roll Call

Announcements

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SPECIAL PRESENTATION

1. AB2022-467 Report from the Finance Division
Page 25

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. 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 26 – 29

2. AB2022-435 Ordinance amending the 2022 Whatcom County Budget, request no. 12, in the amount of $4,068,703
Pages 30 – 80

Council "Consent Agenda" Items

1. AB2022-455 Request authorization for the County Executive to enter into the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State and the Subdivision Settlement Participation Form in the Distributors Washington Settlement
Pages 81 – 188

2. AB2022-456 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Everson for use of building space at Everson City Hall for senior programming, in the amount of $500
Pages 189 – 198

3. AB2022-458 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 incurred relating to the Volunteer Guardian Ad Litem program, in the amount of $91,751
Pages 199 – 216

4. AB2022-459 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Military Department for FY2021 Operation Stonegarden (OPSG), in the amount of $156,292.50
Pages 217 – 259

5. AB2022-460 Request authorization for the County Executive to enter into a Subrecipient Agreement between Whatcom County and City of Bellingham to provide for a pass-through grant for reimbursement of equipment costs to What-Comm Communications Center, in the amount of $126,251
Pages 260 – 281

6. AB2022-461 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Health Care Authority to establish an alternative response team to respond to 911 calls that do not require law enforcement, in the amount of $2,213,000
Pages 282 – 297

7. AB2022-462 Request authorization for the County Executive to enter into an Interlocal Agreement between the Whatcom County Flood Control Zone District and Public Utility District No. 1 of Whatcom County (PUD) to provide funding to complete a Regional Water Supply Plan, in the amount of $16,000.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 298 – 304

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Pages 305 – 323

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Pages 324 – 347

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Pages 348 – 376

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Pages 377 – 380

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Pages 381 – 400

13. AB2022-475 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Crossroads Consulting to expand the term, scope and compensation of the agreement for a total of $150,950
Pages 401 – 409

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Pages 410 – 430

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Pages 431 – 447

16. AB2022-478 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and the Office of Crime Victims Advocacy Community Services and Housing Division in the amount of $60,461.00 for the SFY 2023 Victim/Witness grant
Pages 448 – 481

17. AB2022-479 Request authorization for the County Executive to enter into a contract between Whatcom County and the United State Department of Interior, U.S. Geological Survey (USGS) to jointly fund continued stream gaging stations in the Nooksack River in the amount of $199,672.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 482 – 490

18. AB2022-480 Request authorization for the County Executive to enter into a Grant Program Agreement between the Whatcom County Flood Control Zone District and the State of Washington Department of Ecology in the amount of $ 500,00.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 491 – 516

19. AB2022-483 Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and the Deputy Sheriff's Guild for the period January 1, 2023 - December 31, 2025
Pages 517 – 570

20. AB2022-484 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Herrera Environmental Consultants to provide continuing support of the Floodplain Integrated Planning Process (FLIP) in the amount of $606,500.00 for a total amended contract amount of $1,199,700.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 571 – 587

21. AB2022-486 Request authorization for the County Executive to enter into a contract amendment between Stryker Corporation and Whatcom County to increase the annual payment for purchase of Advanced Life Support Equipment for the Fifth Paramedic Unit including adding powerload lift equipment to the annual maintenance program in the amount of $121,545/year for the remaining 8 years of the agreement
Pages 588 – 596

22. AB2022-488 Request authorization for the County Executive to enter into a contract between Whatcom County and Coastal Geologic Services, Inc., for long-term monitoring of the Birch Bay Drive & Pedestrian Facility in the amount of $284,800
Pages 597 – 647

23. AB2022-491 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to provide emergency housing for families experiencing unsheltered homelessness in the amount of $107,000 for a total amended contract amount of $707,074
Pages 648 – 655

24. AB2022-492 Request authorization for the County Executive to award a contract to Squalicum Mountain Ecological Restoration Inc., and enter into a contract for annual maintenance costs for plantings on the Birch Bay Drive and Pedestrian Facility in the amount of $64,617
Pages 656 – 667

25. AB2022-494 Request authorization for the County Executive to enter into an agreement between Whatcom County and Bellingham Food Bank for the provision of food purchases in the amount of $500,000
Pages 668 – 700

26. AB2022-495 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and The Vida Agency for phase 2 of the communication efforts for the Justice Project in the amount of $146,984 for a total amount of $186,907
Pages 701 – 712

27. AB2022-496 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 $309,314, for a total amended agreement amount of $8,377,968
Pages 713 – 765

28. AB2022-497 Request authorization for the County Executive to enter into an agreement with the US Department of Agriculture Natural Resource Conservation Service to secure matching funds for the Savage Agricultural Conservation Easement through the Conservation Easement Program
Pages 766 – 820

29. AB2022-498 Request authorization for the County Executive to enter into an agreement with the US Department of Agriculture Natural Resource Conservation Service in order to secure matching funds for the VanderWerff Agricultural Conservation Easement through the Conservation Easement Program
Pages 821 – 876

30. AB2022-499 Request approval to sign agreement with USDA NRCS in order to secure matching funds for the Vander Veen Agricultural Conservation Easement through the Conservation Easement Program
Pages 877 – 931

Items Added by Revision

Other Business

Adjournment

COUNCIL PUBLIC WORKS & HEALTH COMMITTEE
1:30 P.M. TUESDAY, September 13, 2022 – ADJOURNS BY 2:25 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.

SPECIAL PRESENTATION

1. AB2022-105 Presentation of final report for the COVID-19 Pandemic Response Review project
Pages 932 – 1004

2. AB2022-468 Report from the Public Works Department
Page 1005

Items Added by Revision

Other Business

Adjournment

COUNCIL PLANNING AND DEVELOPMENT COMMITTEE
2:30 P.M. TUESDAY, September 13, 2022 – ADJOURNS BY 3:10 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.

COMMITTEE DISCUSSION

1. AB2022-490 Discussion of proposed ordinance adopting various amendments to WCC Title 20 Chapters 20.51 and 20.71 and other references to the Department of Ecology Stormwater Manual
Pages 1006 – 1042

Items Added by Revision

Other Business

Adjournment

COUNCIL COMMITTEE OF WHOLE
3:15 P.M. TUESDAY, September 13, 2022 – ADJOURNS BY 4:30 P.M.; MAY BEGIN EARLY
Hybrid Meeting

Call To Order

Roll Call

Announcements

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SPECIAL PRESENTATION

1. AB2022-471 Presentation by the Whatcom Conservation District on a proposed system of rates and charges to implement the District's work program
Pages 1043 – 1288

COMMITTEE DISCUSSION

1. AB2022-453 Discussion of a broadband policy for Whatcom County
Pages 1289 – 1294

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. 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 1295 – 1307

Items Added by Revision

Other Business

Adjournment

COUNTY COUNCIL

REGULAR COUNCIL MEETING
6:00 P.M. TUESDAY, September 13, 2022
Hybrid Meeting

CALL TO ORDER

ROLL CALL

FLAG SALUTE

ANNOUNCEMENTS

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

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

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

COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

1.	MIN2022-051	Special Council for August 2, 2022 **Pages 1308 – 1311**
2.	MIN2022-052	Committee of the Whole Executive Session for August 9, 2022 **Pages 1312 – 1315**
3.	MIN2022-053	Committee of the Whole for August 9, 2022 **Pages 1316 – 1322**
4.	MIN2022-054	Regular County Council for August 9, 2022 **Pages 1323 – 1340**

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.	AB2022-431	Resolution vacating an unnamed alley within the Plat of Lummi Park on Lummi Island **Pages 1341 – 1398**
2.	AB2022-443	Resolution authorizing the sale of personal property, pursuant to WCC 1.10 **Pages 1399 – 1402**

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)

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Pages 81 – 188

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Pages 766 – 820

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Pages 821 – 876

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Pages 877 – 931

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

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(From Council Committee of the Whole)

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Pages 1295 – 1307

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. AB2022-481 Request confirmation of the County Executive's appointments of Adam Morrow, Tyler Buys and Gregory Burg to the Development Standards Technical Advisory Committee
Pages 1403 – 1411

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. AB2022-454 Ordinance amending Whatcom County Code to restructure the Public Heath Advisory Board
Pages 1412 – 1418

2. AB2022-485 Ordinance amending the Whatcom County Budget, request no. 13, in the amount of $2,081,283
Pages 1419 – 1439

3. AB2022-487 Ordinance amending the project based budget for the Courthouse Building Envelope Fund, request no. 4
Pages 1440 – 1444

4. AB2022-379 Ordinance amending Whatcom County Code 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
Pages 1445 – 1461

5. AB2022-489 Ordinance adopting various amendments to WCC Title 20, Zoning; Chapter 20.51 - Lake Whatcom Watershed Overlay District and Chapter 20.71 - Water Resource Protection Overlay District, and other references to the Department of Ecology Stormwater Manual
Pages 1462 – 1498

6. AB2022-469 Receipt of application(s) to fill a vacancy on the Climate Impact Advisory Committee, applicant(s): Fletcher Wilkinson, Tracy Petroske, and Irena Lambrou (deadline for additional applications is 10:00 a.m. on Tuesday, September 20, 2022)
Pages 1499 – 1524

7. AB2022-493 Resolution approving the Whatcom County Six-year Transportation Improvement Program for the years 2023-2028
Pages 1525 – 1668

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: AB2022-457

File ID:	AB2022-457	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/10/2022	**Entered by:**	AWebb@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	**File Type:**	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Discussion of settlement negotiations with George Roche, Civil Deputy Prosecuting Attorney, regarding Dave Morse, III, an individual, Plaintiff, vs. Whatcom County, a Washington municipal corporation, Defendant, Snohomish County Superior Court Cause No. 18-2-07421-31. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of settlement negotiations with George Roche, Civil Deputy Prosecuting Attorney, regarding David Morse, III, an individual, Plaintiff, vs. Whatcom County, a Washington municipal corporation, Defendant, Snohomish County Superior Court Cause No. 18-2-07421-31. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-473

File ID:	AB2022-473	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/25/2022	**Entered by:**	AWebb@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	**File Type:**	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutor, George Roche, re: Jerome Lenorda Powell, II, Plaintiff v. Whatcom County Jail, Breanna Brock, RN BSN, and the City of Bellingham, Defendants, United States District Court for Western District of Washington at Tacoma, Cause No. 2:22-cv-00728-JLR-TLF. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i).]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of pending litigation with Civil Deputy Prosecutor, George Roche, re: Jerome Lenorda Powell, II, Plaintiff, v. Whatcom County Jail, Breanna Brock, RN, BSN, and the City of Bellingham, Defendants, United States District Court for Western District of Washington at Tacoma, Cause No. 2:22-cv-00728-JLR-TLF. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i).]

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-500

File ID:	AB2022-500	**Version:**	1	**Status:**	Agenda Ready
File Created:	09/06/2022	**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:	09/13/2022			**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 a potential property acquisition

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
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Agenda Bill Master Report

File Number: AB2022-474

File ID:	AB2022-474	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/25/2022	**Entered by:**	Bthompso@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Presentation		
Assigned to:	Council Climate Action and Natural Resources Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Presentation from Portage Bay Shellfish Protection District Advisory Committee and Public Works staff regarding status of shellfish recovery plan

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Portage Bay Shellfish Protection District Advisory Committee Members and Public Works Natural Resources staff will provide an update on the status of Portage Bay shellfish harvesting restrictions, water quality patterns, progress on the shellfish recovery plan and priority next steps

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Work plan

Portage Bay Shellfish Advisory Committee Working Document April 2022

Objective	Advisory Committee Recommendations	Status	2014 Priority Level	Actions Taken (Since 2014 Adoption of Plan)	Specific Measures	**What Still Needs to be Done** (Identify ongoing needs, funds, completed)
	Overall	Ongoing	High	On June 17, 2014, County Council adopted the Portage Bay (PB) Shellfish Recovery Plan. The plan's highest recommendation was for the County to develop a locally driven and sustainable Pollution Identification and Correction (PIC) program. On Sept. 30, 2014, County Council approved Resolution 2014-305 to adopt the local PIC program.		**Continue support for these ongoing programs.**
	1.1: Provide letters of support for financial assistance programs for dairies to implement upgraded best management practices and updated nutrient management plans to protect water quality. Most of these funds are allocated through the state and the USDA Natural Resources Conservation Service (NRCS).	No Progress	Low	No letters of support requested.		
	1.2: Provide letters of support for technical assistance programs for dairies to complete risk management assessments and adaptively manage farm operations as conditions change to protect water quality.	No Progress	Low	No letters of support requested.		**Note:** In response to 2021 flooding, funds have been made available for repairs and/or installing improved BMPs. There is little funding available for dairy farm planner to provide technical assistance. Work is underway to secure funding for broad dairy planning technical assistancefunding. Provide letters of support for adequate funding. Conservation Commission funding for technical assistance has been greatly reduced in the past year. Holding pattern to determine funding in the next fiscal year. **Note:** Most manure is applied during the spring months, the spring closure has been lifted.
	1.3: Provide letters of support for programs that provide financial assistance for aquaculture as well as upland farming.	No Progress	Low	No letters of support requested.		
	1.4: Continue concentrating investigation and enforcement follow-up in priority drainages identified through water quality monitoring programs using quality assurance project plans (QAPPs) and standard protocols. Due to the large number of non-commercial animal rearing operations throughout Whatcom County, an inspection program should be implemented for non-dairy commercial agricultural operations and hobby farms as well as dairy farms. Corrective actions should be taken when problems are found.	Ongoing	High	Water quality results are used to identify hot spots for follow up monitoring and landowner contacts. A series of letters (and fact sheets) are sent to landowners with non-dairy agriculture providing information about technical and financial assistance programs. There is not an inspection program for non-dairy commercial agricultural operations or hobby farms, unless the farm has a CAFO permit. Non-dairy farms with identified critical areas participating in Whatcom County's Conservation Program on Agricultural Lands (CPAL) with an approved Conservation Farm Plan receive biennial monitoring requests to confirm compliance with approved Best Management Practices to protect surface water quality. Non-dairy farms that do not qualify for the CPAL program may receive requests for site inspections from Ecology if there is evidence of a pollution source.	See note in Recommendation 4.2.	**Continue exploration of the barriers to accessing non-dairy agricultural operations for routine inspections and/or how to evaluate sites that can not be observed from the road right-of-way in drainages with water quality hot spots.**
	1.5: Dedicate adequate staff resources to support, uphold, and enforce the Critical Areas Ordinance (CAO). Provide farmers the flexibility to operate in CAO buffers through the Conservation Planning on Agricultural Lands (CPAL) Program. Provide farmers with the ability to voluntarily comply within a set timeframe prior to invoking enforcement actions. A tiered approach is recommended for this program which would include 1) community education, 2) involvement in fixing the problem (through technical and financial assistance), and 3) an enforcement backstop for landowners that do not voluntarily take action to protect critical areas and demonstrate egregious violations.	Ongoing	High	A new position was created in PDS for the CAO CPAL Program in 2015. This position reviews permit applications, follows up on water quality referrals, complaints, and implements long-term monitoring of farm plans. The program coordinates with Whatcom Clean Water Program outreach and compliance. Landowner contacts are initiated with outreach and technical assistance mailings, encourage work with the Whatcom Conservation District or other farm planner, and provides a regulatory backstop for landowners with CAO violations that do not take voluntary actions.	Using a tiered approach for landowner contacts, **194** landowners with non-dairy agricultural operations in the Nooksack watershed have been contacted through the series of PIC Outreach letters. These letters encourage landowners in water quality focus areas or hot spots to connect with the WCD for technical and financial assistance. Landowners that do not respond to these incnetive driven contacts that have observable CAO violations or discharges are referred to PDS for compliance outreach and follow up. Total number of total cases within the Nooksack Watershed since 2014: • Closed Cases: **49** o Owners/operators who excluded ag. activities outside critical areas and associated buffers. o Confirmed by WCPDS staff. • Farm Plans: **55** o Submitted and received an approved Conservation Farm Plan. o Compliance with Farm Plan BMPs is reviewed every 2 years. • Number of active enforcement cases (March 2022): o 2 under review. o 6 pending resolution. o 2 on watch list. • Number referred to other jurisdictions: 17	

	1.6: Provide technical assistance to non-dairy farmers to complete risk assessments of their farm operations and recommend solutions to protect water quality. Provide financial assistance to non-dairy farmers to implement the recommended solutions.	Ongoing	High	Whatcom Clean Water Program partners encourage landowners to work with the Whatcom Conservation District (WCD) for site evaluations, technical assistance in developing farm plans, and financial assistance for implementing BMPS. The WCD provides free, confidential, non-regulatory farm planning services to landowners that are both referred to the district or voluntarily seek assistance. When operators choose not to work with WCD, Ecology provides technical assistance regarding landowner obligations under state law and suggestions for farm improvements.	Since 2014: **277** sites received technical assistance from WCD (45 dairies and 232 non-dairy), **150** Farm Plans completed, **13** WC Cost Share Projects for $31,000, **27** Small Farm Rebates for $7,315 (established in 2018), 2021/2022 emergency manure transfer cost share	**Research and summarize financial assistance programs outside of county funding.**
	1.7: Support a collaborative team of local, state, tribal, and federal agencies to avoid duplication of roles and interactions with landowners. The team will meet periodically, share data, and share information regarding inspections.	Ongoing	Med-High	The Whatcom Clean Water Program is a partnership of local, state, tribal, and federal organizations. Bi-weekly field staff and monthly manager meetings assist with coordination and collaboration between agencies for monitoring, data sharing, community outreach, and landowner contacts.	Partnership involves regular participation from Whatcom County Public Works, Health, and Planning, Whatcom Conservation District, Washington State Departments of Health, Agriculture, and Ecology, Lummi Nation and Nooksack Tribe, National Resource Conservation Service, and the Environmental Protection Agency. Partnership works with shellfish advisory committees, Watershed Improvement Districts, Canadian partners, and other community groups and individuals. Field staff meeting every other week and PIC Managers meet monthly.	**Consider branding of the Whatcom Clean Water Program (WCWP). This program has various funding sources with a variety of partners, including tribes. More information should be provided to the media about the partnership and everyone working together to gain further support to keep it going.**
Control Agricultural Sources	1.8: Conduct a comprehensive review of the utility and adequacy of the Whatcom County manure management ordinance. Update the ordinance accordingly.	Partial	Med	Initial review of the ordinance, gaps in agricultural regulations and programs, was conducted in 2019/2020. This objectives of this ordinance are primarily captured through other programs. This ordinance is not being actively enforced at this time.		Review jurisdictional roles between County and State.
	2.1: Partner with Lynden, Ferndale, and other special districts (e.g. WIDs) to develop a program to assist with the maintenance of neighborhood stormwater ponds/facilities.	Partial	High	WCD/Whatcom County Public Works co-developed a video series for HOAs to guide maintenance of stormwater facilities. (www.whatcomcounty.us/2877/Private-Stormwater-System-Maintenance-Pr, www.lyndenwa.org/public-works/stormwater-management) WCD is providing support to the City of Lynden for stormwater outreach programs and coordinating with WCWP monitoring results. The City of Ferndale coordinates with WCWP monitoring and community outreach.		
	2.2: Provide support to Lynden, Ferndale, and other special districts for stormwater retrofits that provide water quality improvement and protection.	No Progress	Med-Low	No letters/support requested.		**Request updates from small cities about stormwater programs and determine if there are opportunities for partnerships or support to address urban sources of fecal bacteria through retrofits projects.**
Control Stormwater Sources	2.3: Identify potential areas for riparian restoration along tributaries to the Nooksack River and share these with Lynden, Ferndale, and other special districts for potential project partnerships.	Partial	Low	The WCD completed NWQI Assessments for Fishtrap, Bertrand, Wiser, and Tenmile watersheds. These assessments can be used to identify potential areas for restoration. Previous evaluations of riparian habitat have also been completed for freshwater and marine shoreline management areas through other local efforts.	CREP in Nooksack since 2016: **45** total projects; **139,891** ft of buffer planted; **270.4** acres of buffer; **135,319** seedlings planted; **26.5** miles of stream	**Further research the value of riparian restoration for water quality protection in Nooksack watershed (rural and urban areas). Consider grass filter strips as well in agricultural areas. Consider partnership opportunities and other efforts underway for drainage-based management and climate actions that can provide multi-benefits to water issues.**
	3.1: Provide support for the upgrade of the City of Everson wastewater treatment plant.	Complete		No letters of support were requested. Upgrade completed.		
	3.2: Request annual reports on the status of Everson, Lynden, and Ferndale wastewater treatment plants. Requested information would include how well operations met permit requirements, permit exceedances for bacteria levels, failures of the system (pump stations, etc.), maintenance/repairs completed, and any projected upgrades to the plant or collection system. Provide letters of support for needed repairs or upgrades of systems identified through these reports (e.g. grants, loans, etc.).	Partial	High	WWTP reports are submitted to the Washington State Department of Ecology and available publicly through the PARIS database (https://apps.ecology.wa.gov/paris/DocumentSearch.aspx). No letters of support were requested.	Everson and Ferndale received letters acknowledging the extreme weather conditions in November 2021 leading to exceedences in DMRs- no enforcement actions are required at this time. (Everson-TSS and chlorine, Ferndale-flow). Ferndale received a warning letter for a solids exceedence in July 2021. Everson permit expires 9/30/22. Lynden permit expires 10/31/22. **Update needed for pump station failures, etc.**	**Review records in PARIS database on at least an annual basis. Request an update on the impact of November 2021 flooding on WWTPs and any plans for repairs/upgrades. Identify mechanism for tracking chronic issues like pump station failures. Provide support as needed for fixes.**
	3.3: Review how sewage is treated in Deming, potential problems, and develop recommendations as needed.	Ongoing	Med	Sewage in the Deming area is treated through individual on-site sewage systems (OSS) or large on-site sewage system (LOSS). County Health sent OSS O&M mailings to 748 landowners in the Deming area (Anderson, Smith, and Mainstem Everson to Deming Subwatersheds) in 2016. State Department of Health (DOH) regulates LOSS and indicated there were no identified problems in the Deming area.	Add number of OSS contacted in Deming area and status. By 2017, 320 evaluations were completed by O&M specialists (7 failures identified). 100 evaluations were completed by certified landowners and 16 of these were audited. **Updates needed.**	**Request an update in the fall 2022. Add information about failures found and repairs.**

Control Wastewater Treatment Plant and On-Site Sewage System Sources	3.4: Expand the Marine Recovery Area (MRA) or Sensitive Area for the On-Site Sewage System Operation and Maintenance Local Management Plan to include priority drainages (based upon water quality) of the Portage Bay Shellfish Protection District. Require an evaluation of all OSS in these priority areas within three years once the area has been included in the MRA.	Ongoing	High	The Portage Bay Shellfish Protection District (Nooksack watershed) was designated as a Marine Recovery Area in 2015 and OSS O&M mailings were initiated in Nooksack subwatersheds. Evaluations are required every one to three years depending on the type of system. In 2020, routine mailings were postponed due to COVID response. O&M mailings were re-initiated in the summer of 2021 in Shoreline Management Areas (SMA). Systems that are out-of-complaince or have never been tested in the SMA areas will be the initial priority areas in the Nooksack watershed for OSS O&M mailings in 2021/2022.	As of January 2022, 37% of systems were in compliance with evaluation requirements, 53% were overdue for an evaluation, and 10% had never been evaluated (there are a total of 14,380 OSS in the Nooksack watershed). With the restart of OSS O&M mailings in 2021, **1389** letters were sent to landowners in the Nooksack watershed. There were **1468** evaluation reports submitted, 59 failures/complaints reported with 43 closed and 16 pending (32 repaired/replaced and 15 false positives).	**Request an update in the fall 2022. Add information about failures found and repairs.**
	3.5: Continue to support the low-interest loan program for OSS repairs and replacements.	Ongoing	High	The septic maintenance rebate program was established in 2014. These provide up to $200 reimbursement for evaluations, O&M equipment installation, or septic tank pumping. Low interest loans for repairs and replacements are offered through the regional Craft3 loan program (since 2016). The criteria for the Craft3 program changed in 2021 and may affect how many landowners are eligible for the program.	As of January 2022, **445** septic rebates and **33** Craft3 low interest loans have been processed in the Nooksack watershed.	**Evaluate the need for financial assistance for maintenance and repairs/replacements and determine if the need is being met.**
	4.1: Continue implementing a water quality monitoring program with long-term ambient, short-term ambient, and bracketing elements. Routine monitoring should occur throughout the basin to characterize the mainstem of the Nooksack and the major tributaries to the Nooksack. Long-term ambient results will be reviewed once per year to identify new focus areas. Focus areas will have short-term ambient stations and bracketing monitoring to help identify sources of bacteria. Consider adding a long-term ambient station to characterize bacteria levels in Silver Creek.	Ongoing	High	A comprehensive water quality monitoring program continues to be implemented and coordinated between Whatcom Clean Water Program partners. Public Works conducts routine monitoring of the Nooksack watershed twice per month. One of these sampling runs is conducted the day prior to DOH marine sampling in Portage Bay. This run is also coordinated with BC partners, Lummi Natural Resources, Tenmile Clean Water Program, and state partners to capture a more comprehensive set of sites. Focus area sampling runs are conducted at least monthly in Fishtrap, Bertrand, Scott, and Kamm, and Tenmile watersheds. Bracket monitoring is conducted as follow up to elevated results as needed. ECY conducts storm event monitoring. ECY and WSDA conduct source identification monitoring in response to high results and/or conditions observed on the landscape. WCD is conducting a short-term storm event time series monitoring project to help characterize the patterns in bacteria concentrations throughout storm events in different seasons. Samples are collected at Silver Creek by Lummi Natural Resources (initiated 2016). Results are shared through an online interactive map and water quality summaries. A data coordinator position was created and is housed at the WCD.	As of 2022, there are **31** routine freshwater stations sampled twice per month, **4** Nooksack forks sites sampled once per month, and **61** focus area sites in the Fishtrap, Bertrand, Scott, Kamm, and Tenmile subwatersheds sampled 1-3 times per month. Bracket monitoring is conducted in response to elevated bacteria results. ECY conducts storm event monitoring in the fall and winter. Fecal coliform bacteria geometric means have decreased at 13 of 17 (76%) of routine freshwater stations that were monitored in 2014. At the end of 2021, 5 of 29 (17%) of routine stations were exceeding both parts ofthe fecal coliform benchmarks. The spring shellfish harvesting restrictions have been lifted, but fall harvesting restrictions remain in place.	**Research critical factors to determine if shellfish bed closures can be managed differently. Seek additional research funds if needed.**
	4.2: Monitoring data should be used to implement a response strategy to identify and address pollution sources. The previous Portage Bay Response Strategy will be reviewed to determine successes and challenges and to update the response strategy. Progress of the Whatcom Clean Water Program will be considered.	Ongoing	High	Preliminary water quality results are shared through an online map. WCWP field staff meets bi-weekly and discusses hot spots and follow up actions. When elevated results need immediate follow up (isolated elevated results, results > 1000 cfu/100mL, etc.), WCWP partners communicate to determine needed follow up (sampling, windshield surveys, review of OSS records, landowner contacts, etc.). Follow up sampling to high bacteria results is conducted as needed. Examples of bacteria sources that have been identified and addressed through follow up monitoring in the Nooksack watershed include (but are not limited to): • Failing OSS • Manure storage • Failing manure application equipment • Manure applications without adequate buffers • Manure applications in high risk situations • Animals with direct access to waterbody • Urban stormwater sources (pet waste, urban wildlife)	Flow chart describing monitoring, follow up to water quality hot spots, and agency roles was developed (see attached). This flow chart is reviewed and adapted as necessary.	**Track effectiveness of various eDNA techniques for source identifications (EPA & Exact). Next steps may include: 1) adding local source feces to database to further refine, 2) seek funding to continue to develop this tool such as through a regional pilot project, and 3) partner with EPA on specific areas to help determine if there are human sources. Complementary work to help address questions about wildlife contributions in some areas includes: 1) amplify outreach about wildlife tracking applications (e.g. WCD) to build awareneww and encourage regular input of data, 2) research changes in waterfowl populations during winter migration, and 3) determine effective tools to deter waterfowl from sensitive area, if needed. Recognize the challenges around wildlife sources and work to address human factors.**
	4.3: Tributary reaches between sample stations should be ground surveyed to identify animal access and drainage from non-dairy commercial farms and hobby farms in addition to commercial dairy farms.	Ongoing	High	Windshield surveys and other reviews (drainage areas, OSS status, etc.) are a regular part of the fall strategy and follow up to water quality hot spots during all seasons. Surveys include a variety of factors that may results in elevated fecal bacteria in waterways. Windshield surveys are conducted from road right of ways. Changes in landscape and wildlife observations are also noted on field sheets during sampling runs. Follow up contacts with landowners encourage site visits. The WCD also offers the Coliscan tool (water quality tool) to help landowners identify potential problems on their site.	See note in Recommendation 4.2.	**Update flow chart as needed.**
	4.4: When a monitoring station has met the water quality standard for one year, sampling frequency should be reduced to one time per month (rather than twice per month) to focus resources elsewhere and to communicate progress in this drainage.	Partial		As of February 2022, there is one routine tributary station that is meeting both benchmarks for fecal bacteria (geomean and % of samples exceeding 200 cfu/100mL). In areas where water quality standards are being met, monitoring focuses on the keystone site for that drainage during the routine sampling run rather than a series of upstream sites in the drainage. There are difficulties for long-term data analysis that result from inconsistent frequency of sampling at keystone stations. In focus areas, the number of sites and/or frequency of sampling has been adjusted as improvements have been observed.	See note in Recommendation 4.1.	**Create a matrix to guide reducing sample frequency in focus areas.**

Monitor Water Quality	4.5: Partner with Ferndale and Lynden on urban stormwater sampling and source control.	In Progress	**High**	Coordinate monitoring and share elevated results with City of Lynden and City of Ferndale stormwater programs. City staff (or consultants) attend field staff meetings. A response strategy has been developed for follow up to elevated results in the urban portion of Fishtrap Creek (Lynden) and WCD helps support stormwater outreach and education programs. Ferndale conducts follow up sampling as feasible, coordinates with Health Department for follow up in areas with septics, and partners on pet waste outreach campaign.		**Continue to coordinate monitoring and follow up with Lynden and Ferndale. Consider a more formal agreement with the City of Ferndale to guide response to elevated fecal bacteria result. Evaluate barriers to follow up monitoring in urban settings (e.g. staff capacity, access issues). Develop system to consistently track coordinated follow up to elevated results in urban areas.**
	5.1: As a pollution identification and correction program moves into a new priority drainage, host a kick-off meeting to describe water quality issues and how the program will move forward in the specific drainage area. For each priority drainage, a standard process for community outreach should be implemented with a minimum of three community meetings (pre-project, mid-term, and project-end), postcard notifications, and a question and answer session. Periodically re-evaluate how to approach each focus area.	Partial	**High**	This specific approach was tried in the Drayton Harbor watershed in a couple of initial focus areas with mixed success. A consistent process has been created for a series of letters sent to community members in new focus areas or hot spots. Communication with the agricultural community continues through the Watershed Improvement Districts (WID) and Ag Water Board.		**See Recommendation 5.3 below.**
	5.2: Create an educational position at the Whatcom Conservation District to develop and implement a rural education program including topics such as small farms, manure management, pasture rotation, and OSS operation and maintenance. The program should be evaluated on a regular basis for effectiveness using surveys and other tools.	Ongoing		An Education Specialist position was created at the WCD in 2014 and an Education and Outreach Technician position was established in 2019. These positions work with the Whatcom County PIC Program and overall Whatcom Clean Water Program to provide community outreach and engagement programs for rural landowners as well as stormwater outreach programs in the City of Lynden. Programming includes a wide-variety of topics, events, and other networking such as farm series workshops, annual farm expo, school watershed education, watershed model, ENews and annual newsletters, social media, and community networking. These positions play key roles in the development and implementation of seasonal strategies and communications. A PIC Outreach Specialist position was also created in Public Works to support the growing community outreach and engagement program. This position coordinates with WCD and County Health to provide seasonal messaging as well as build outreach programming for septic maintenance, pet waste, urban wildlife, and other PIC topics and audiences. Surveys have been used to design, evaluate, and adapt outreach programs. Examples include WCD farm planning services, data accessibility, septic evaluate program, dog waste management, Neighborhood Ambassador program, and small farm improvement rebate program.		**Continue outreach programs. Emphasize bringing communities together and supporting a networking system under a neutral entity.**
	5.3: Create a community-driven, neighbor to neighbor process to communicate water quality problems and find community solutions.	Partial	**High**	Community groups that have been involved in the water quality work have included the WIDs and Tenmile Clean Water Project. Public Works and the WCD have worked with the North Lynden WID on water quality monitoring, joint letters to properties in the WID (northern portion of Fishtrap), and landowner contacts. WCD also provides water quality information to other WIDs at monthly meetings. Whatcom Family Farmers assist in communication about water quality data and concerns questions from agricultural community. The Tenmile Clean Water Project has conducted monthly monitoring in coordination with WCWP, provided water quality mailings, and other outreach to community members. Educational programs since 2014 have focused around building relationships, trust, and transparency. Understanding audiences, values, barriers, tools needed to help overcome barriers, and messaging that resonates with our audiences have been key to the development of new and engaging outreach programs. The Neighborhood/Community Scooping Ambassador Program was developed to create community messengers to support peer-to-peer communication about why properly managing pet waste is an important part of environmental and community health. The use of yard signs also helps create social norms around properly managing pet waste. Successes, challenges, and findings from this program can be assessed to ascertain if similar models can be used for other sources of fecal bacterial pollution.		**Identify local groups and leaders that could assist with peer to peer commuications about water quality issues and stewardship solutions and incentive programs. For example, in Skagit County, kitchen discussions with neighbors rather than local officials or staff have been successful. Consider how to take the local example of the Tenmile Clean Water Group to other neighborhoods. These efforts need grant funding for a coordinator, projects, and staff support. Consider Farmer to Farmer (uplands and tideflats) events. Identify other programs to partner with (e.g. drainage-based management) that encourage working together to solve problems with a focus on common ground.**

	5.4: Work with community members and landowners to develop positive reinforcement by celebrating good BMPs and successes. Build community awareness of the issues, solutions, and continued progress. Examples include signs recognizing implemented BMPs (e.g. pasture rotation, cover crop signs) and regular progress reports to the County Council and newspapers.	Partial		A number of steps have been taken to engage community members in individual stewardship actions and share steps taken. Working to engage community groups, individuals, and organizations to help spread seasonal water quality messaging through community networking. WCD highlights farmers taking stewardship actions through landowner spotlights, peer panels in farm series workshops, and has developed cover crop signs that are posted in highly visible fields in the fall. Public Works has developed a Neighborhood Ambassador Program for the pet waste campaign. Whatcom County Council receives updates on the PIC Program and Shellfish Recovery Plans through formal updates as well as grant and contract discussions. Some connections have been made with local media, particularly around events or projects. However, a regular update process and reporting relationship has not been developed. Drayton Harbor has annual Shellebration event which includes stewardship awards. This type of event and/or regular recognition of community member successes has not been done in the Nooksack/Portage watershed.		
	5.5: Use public access television, radio, the internet, and newspapers as tools in community outreach to inform a broader community about water quality issues, patterns, impacts, and solutions to improve water quality.	Ongoing	**High**	A broad range of venues are used to share messages about water quality, stewardship actions, technical and financial assistance programs, seasonal tips, and community events. Enews and social media have become a larger tool for sharing messages, particularly in response to COVID restrictions. Radio ads, newspaper press releases and ads, electronic billboard and bus ads are also used. The WSDA also hosts a Storymap that is regularly updated with weather, water quality, and project/event information. On-going consideration is given regarding the different communication channel preferences for various demographics without our target audiences.		
	5.6: Provide training opportunities for individuals working in the shellfish protection district to learn about farm plans, the content and requirements, and how best management practices are adapted to meet changing land, animals, and environmental conditions.	Partial		Some existing opportunities include Whatcom Farm Expo, Farm Tours, and Run with the Chums.		**Consider work parties or other on the ground actions that get community members out to assist. During the events share messages (e.g. shellfish, water quality and salmon) while focusing on specific hot spots or specific creeks). Brainstorm potential partnerships with other local organizations.**
	5.7: Place signs at high public use locations at creeks that have consistently high bacteria levels (e.g. Lynden Park along Fishtrap Creek) alerting the public of the potential public health threat with water contact recreational activities.	Partial	**High**	Placing public health signs at high public use areas was researched. Examples of signs that have been posted included seasonal signs are placed at water recreation access points reminding people why and how to manage waste while recreating. Current efforts have focused on water recreation access points. Expanding the messaging and signage beyond just water access points may help increase awareness of the public and environmental health impacts, and may help with people develop a better understanding of how they are individual impacted by water quality in their day to day lives. There are challenges to posting signs with information that needs to be constantly updated, however recent projects with QR codes may provide opportunities to linking to water quality map or other information.		*This is a lower priority recommendation unless this is a pathway for outreach supported by a local group*
	5.8: Install signs at main creek crossings indicating current water quality status.	No Progress	**Med**	There was quite a bit of discussion initally on this but funding was not acquired.		*This is a lower priority recommendation unless this is a pathway for outreach supported by a local group*
	5.9: Work with Lynden, Ferndale, and other special districts to develop a comprehensive stormwater outreach program that will assist with meeting NPDES Phase II stormwater requirements for urban areas in the Nooksack drainage. The messages should connect stormwater, water quality, marine waters, and shellfish harvest. Include presentations to City Councils in this program.	Partial		The WCD is working with the City of Lynden on community outreach and citizen science programs to support stormwater management. A response strategy to elevated fecal bacteria results in the urban portion of Fishtrap Creek has been developed and is being implemented. The City of Ferndale stormwater staff participates in regular WCWP field staff meetings, coordinates water quality monitoring, and partners on stormwater community outreach programs (particularly the dog waste program).		**Provide expanded support for voluntary actions by landowners to reduce impacts of impervious surfaces on stormwater (flooding, water quality, drainages). Request updates from cities about their stormwater program to determine opportunities for partnerships and support. Expand outreach for stormwater best management practices that can be implemented by landowners (e.g. rain gardens, rain barrels, etc.). Consider both existing and new development. Consider rural stormwater management practices and expanded stormwater outreach to these areas.**
	5.10: Continue support for dairy and livestock education programs such as websites, presentations, and the dairy speaker series.	Ongoing		WCD programming includes a wide variety of programs to support dairy and livestock programs, including annual manure management training, regular farm series workshops (virtual pasture series currently), Application Risk Management (ARM) and Manure Spreading Advisory (MSA) programs, partnerships with Whatcom Family Farmers school programs, and many more. Dairy speaker series has changed to Farm Speaker Series. https://www.whatcomcd.org/programs		**Continue support for these ongoing programs.**
Engage the Community	6.1: Update the Shellfish Protection District ordinance in 2014 to continue the Portage Bay Shellfish Protection District through at least 2016.			The ordinance was updated in 2014 and 2019. The current sunset date for the Portage Bay Shellfish Protection District is December 31, 2022.		**Continue SPD ordinance in 2022 for an additional four years. Four years is a management timeframe for tracking and evaluation progress. Break up the program into parts that can be completed and those that need to be a part of an ongoing and long-term, sustainable program.**

Funding	6.2: Provide adequate funding to implement the Portage Bay Shellfish Recovery Plan.			Funding for the PIC Program includes local and grant sources. Staff capacity and services provided through grants are funded for specific time periods and tasks.		**Develop a scaled budget for this program showing the range from a minimum program to a higher staff capacity program to meet needs to identify and address sources of bacteria and support a broad outreach program. Estimate funds needed from the county to support a sustainable program and funds that need to be sought from grants to supplement. Other grants beyond shellfish initiative available and should be pursued (e.g. stormwater).**
	2017 Recommendation: Evaluate water quality at border stations.	Ongoing		Samples are collected at border sites in the Bertrand and Fishtrap subwatersheds. WCWP partners coordinate with BC partners to conduct coordinated 5 in 30 sampling in the spring and fall.		
	2017 Recommendation: Support the City of Lynden waiver of sewer hookup fee for landowners with septic systems within the city limits.	Ongoing				
New Topics to Consider	2022 recommendation for consideration. **Work with BC partners to coordinate sampling and identify fecal bacteria sources north of the border. Encourage BC partners to rebuild staff capacity to continue work identified through the 3 year technical work group.**			A Nooksack River Transboundary Water Quality Task Group was formed in 2018. A three year work plan was created with water quality goals and specific actions for both BC and Washington partners. The work plan and three year commitment ended in July 2021. Staff capacity in BC was greatly reduced. During the three year period, BC partners implemented monitoring, community outreach, and compliance tasks. The annual reports are posted at https://www.whatcomcounty.us/2172/Resource-Library.		**Fecal bacteria spikes continue to be observed at times at border stations in the Fishtrap and Bertrand subwatersheds, often travelling to downstream sites. Recognizing that not all bacteria sources originate north of the border, request rebuilding staff capacity in BC to follow up on bacteria spikes. Tag the water quality discussions into flooding discussions.**
	2022 recommendation for consideration. **Reach out to community members and groups in each of the key subwatersheds of the Portage Bay Shellfish Protection District (e.g. Bertrand, Fishtrap, Scott, Kamm, Tenmile) to seek representation. Determine ways to get greater engagement from community members in the shellfish recovery program and advisory committee.**					**See Recommendation 5.3 above as well.**
	2022 recommendation for consideration. **Take a strategic approach to address climate change impacts, such as drier summers and wetter winters, to identify tools that fit the problem (various management tools beyond just riparian planting to consider).**					How do we prepare for exceptional precipitation events and connections with stormwater?

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-467

File ID:	AB2022-467	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/23/2022	**Entered by:**	AReynold@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Report		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Report from the Finance Division

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Finance Division Quarterly report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-434

File ID:	AB2022-434	**Version:**	1	**Status:**	Introduced
File Created:	07/27/2022	**Entered by:**	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Resolution (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**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:
08/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

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	3,890	-	3,890
Total Supplemental	**78,598**	**-**	**78,598**

ADOPTED this ____ day of _____, 2022

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
ATTEST: 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**

Supp'l 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**

Supp'l 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

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:**	Introduced
File Created:	07/27/2022	**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:	09/13/2022			**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:
08/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Supplemental Summary, Supplemental Requests

PROPOSED BY: Executive
INTRODUCTION DATE: 08/09/2022

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

Supp'l 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

Supp'l ID # 3738 **Fund** 1 **Cost Center** **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **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

Supp'l ID # 3739 **Fund** 1 **Cost Center** 1100 **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **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

Supp'l ID # 3740 **Fund** 1 **Cost Center** **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** **1**

Name of Request: 2022 Wage Settlements - County Clerk

X

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

Costs:

Object	*Object Description*	*Amount Requested*
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

Supp'l ID # 3741 **Fund** 1 **Cost Center** 1300 **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: 2022 Wage Settlements - District Court

X

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

Costs:

Object	*Object Description*	*Amount Requested*
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

Supp'l 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

Supp'l ID # 3743 **Fund** 1 **Cost Center** 1200 **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **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**

Supp'l ID # 3744 ***Fund*** *1* ***Cost Center*** ***Originator:*** *M Caldwell*

Year 2 **2022** **Add'l FTE** ☐ **Priority** **1**

Name of Request: 2022 Wage Settlements - Health Dept

X

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

Costs:

Object	*Object Description*	*Amount Requested*
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
Request Total		***$381,010***

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**

Supp'l ID # 3752 ***Fund*** *1* ***Cost Center*** ***Originator:*** *M Caldwell*

Year 2 **2022** **Add'l FTE** ☐ **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

Supp'l 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

Supp'l 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

Supp'l 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**

Supp'l 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:

Object	*Object Description*	*Amount Requested*
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

Supp'l ID # 3748 **Fund** 1 **Cost Center** **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: 2022 Wage Settlements - Prosecuting Attorney

X

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

Costs:

Object	*Object Description*	*Amount Requested*
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)
Request Total		***$198,255***

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

Supp'l ID # 3749 **Fund** 1 **Cost Center** **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: 2022 Wage Settlements - Public Defender

X

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

Costs:

Object	*Object Description*	*Amount Requested*
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)
Request Total		***$144,747***

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**

Supp'l 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:

Object	*Object Description*	*Amount Requested*
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**

Supp'l 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 Bill Elfo 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**

Supp'l 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**

Supp'l 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 Ben Elo 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

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**

Supp'l 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 Bill Elfo 7.25.2022

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

Supp'l ID # 3751 **Fund** 1 **Cost Center** **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: 2022 Wage Settlement - Superior Court

X

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

Costs:	Object	Object Description	Amount Requested
	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)
	Request Total		***$47,311***

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

Supp'l ID # 3753 **Fund** 1 **Cost Center** 3300 **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: 2022 Wage Settlement - Treasurer

X

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

Costs:	Object	Object Description	Amount Requested
	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

Supp'l ID # 3754 **Fund** 1 **Cost Center** 2000 **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: 2022 Wage Settlement - WSU Extension

X

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

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	$5,771
	6210	Retirement	$592
	6230	Social Security	$442
	6255	Other H&W Benefits	$10
	6269	Unemployment-Interfund	$16
	Request Total		***$6,831***

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

Supp'l 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 LeeAnne Riddle 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**

Supp'l 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

Supp'l ID # 3760 **Fund** 109 **Cost Center** **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: 2022 Wage Settlements - Auditor Elections

X

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

Costs:	Object	Object Description	Amount Requested
	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

Supp'l ID # 3761 **Fund** 118 **Cost Center** **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: 2022 Wages Settlements - Sheriff - Corrections

X

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

Costs:	Object	Object Description	Amount Requested
	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
	Request Total		***$453,478***

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**

Supp'l 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

Supp'l 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

Supp'l ID # 3762 **Fund** 130 **Cost Center** **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: 2022 Wage Settlements - Non Departmental - EMS

X

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

Costs:	Object	Object Description	Amount Requested
	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
	Request Total		***$17,302***

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**

Costs:	*Object*	*Object Description*	*Amount Requested*
	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 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.

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 20201 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 Fooc 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**

Supp'l 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 Diana Bradrick 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.

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**

Supp'l 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:

Object	*Object Description*	*Amount Requested*
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**

Supp'l 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

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

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

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**

Supp'l 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:	Object	Object Description	Amount Requested
	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**

Supp'l ID # 3771 **Fund** 444 **Cost Center** **Originator:** M Caldwell

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:

Object	*Object Description*	*Amount Requested*
6110	Regular Salaries & Wages	$11,768
6210	Retirement	$1,213
6230	Social Security	$907
6255	Other H&W Benefits	$23
6269	Unemployment-Interfund	$38
Request Total		***$13,949***

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**

Supp'l 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:

Object	*Object Description*	*Amount Requested*
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**

Supp'l 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:

Object	*Object Description*	*Amount Requested*
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**

Supp'l 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:

Object	*Object Description*	*Amount Requested*
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**

Supp'l 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:

Object	*Object Description*	*Amount Requested*
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**

Supp'l 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:	Object	Object Description	Amount Requested
	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
	Request Total		***$34,615***

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**

Supp'l 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:

Object	*Object Description*	*Amount Requested*
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: AB2022-455

File ID:	AB2022-455	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/09/2022	**Entered by:**	MRouse@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Agreement		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State and the Subdivision Settlement Participation Form in the Distributors Washington Settlement

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Agreement, Participation Form

ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY THE SETTLING OPIOID DISTRIBUTORS IN WASHINGTON STATE

AUGUST 8, 2022

This Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State (the "Allocation Agreement") governs the distribution of funds obtained from AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation (the "Settling Distributors") in connection with its resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State ("Local Governments") against the Settling Distributors (the "Distributors Settlement"). The Distributors Settlement including any amendments are attached hereto as Exhibit 1.

1. This Allocation Agreement is intended to be a State-Subdivision Agreement as defined in Section I.VVV of the Global Settlement (the "Global Settlement"), which is Exhibit H of the Distributors Settlement. This Allocation Agreement shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Global Settlement.

2. This Allocation Agreement shall become effective only if all of the following occur:

   A. All Litigating Subdivisions in Washington and 90% of Non-Litigating Primary Subdivisions in Washington as the terms are used in Section II.C.1 of the Distributors Settlement must execute and return the Subdivision Settlement Participation Form, Exhibit F of the Distributors Settlement (the "Participation Form") by **September 23, 2022**. This form is also attached hereto as Exhibit 2.

   B. The Consent Judgment and Stipulation of Dismissal with Prejudice, Exhibit G of the Distributors Settlement, is filed and approved by the Court.

   C. The number of Local Governments that execute and return this Allocation Agreement satisfies the participation requirements for a State-Subdivision Agreement as specified in Exhibit O of the Global Settlement.

3. *Requirements to become a Participating Local Government*. To become a Participating Local Government that can participate in this Allocation Agreement, a Local Government must do all of the following:

   A. The Local Government must execute and return this Allocation Agreement.

   B. The Local Government must release their claims against the Settling Distributors and agree to by bound by the terms of the Distributors Settlement by timely executing and returning the Participation Form. This form is attached hereto as Exhibit 2.

C. Litigating Subdivisions must dismiss the Settling Distributors with prejudice from their lawsuits. The Litigating Subdivisions are listed on Exhibit B of the Distributors Settlement.

D. The Local Government must execute and return the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 3. As specified in Paragraph 10.A of this Allocation Agreement, the Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only.

A Local Government that meets all of the conditions in this paragraph shall be deemed a "Participating Local Government." Alternatively, if the requirements of Paragraphs 2(A), 2(B), and 2(C) of this Allocation Agreement are satisfied and this Allocation Agreement becomes effective, then all Local Governments that comply with Paragraph 3(B) of this Allocation Agreement shall be deemed a "Participating Local Government."

4. This Allocation Agreement applies to the Washington Abatement Amount as defined in Section IV.A of the Distributors Settlement. The maximum possible Washington Abatement Amount for the Distributors Settlement is $430,249,769.02. As specified in the Global Settlement, the Washington Abatement Amount varies dependent on the percentage of Primary Subdivisions that choose to become Participating Local Governments and whether there are any Later Litigating Subdivisions as defined in Section I.EE of the Global Settlement.

5. This Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement. After satisfying its obligations to its outside counsel for attorneys' fees and costs, the State estimates that it will receive approximately $46 million for its own attorneys' fees and costs pursuant to Section V.B.1 of the Distributors Settlement. The State shall utilize any and all amounts it receives for its own attorneys' fees and costs pursuant to Section V.B.1 of the Distributors Settlement to provide statewide programs and services for Opioid Remediation as defined in Section I.SS of the Global Settlement.

6. While this Allocation Agreement does not apply to the Washington Fees and Costs as defined in Section V of the Distributors Settlement, Section V.B.2 of the Distributors Settlement estimates that the Settling Distributors shall pay $10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs. The actual amount may be greater or less. This Allocation Agreement and the MOU are a State Back-Stop Agreement. The total contingent fees an attorney receives from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement, the MOU, and this Allocation Agreement combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel

on a contingency fee contract and City X receives $1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is $150,000 for fees.)

7. No portion of the Washington Fees and Costs as defined in Section V of the Distributors Settlement and/or the State Share as defined in Paragraph 8.A of this Allocation Agreement shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 10 of this Allocation Agreement and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax other than the aforementioned payment by the Settling Distributors to Participating Litigating Subdivisions' attorneys for fees and costs in Section V.B.2 of the Distributors Settlement.

8. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for Opioid Remediation as defined in Section I.SS of the Global Settlement, except as allowed by Section V of the Global Settlement. Exhibit 4 is a non-exhaustive list of expenditures that qualify as Opioid Remediation. Further, the Washington Abatement Amount shall and must be used by the State and Participating Local Governments as provided for in the Distributors Settlement.

9. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:

   A. Fifty percent (50%) to the State of Washington ("State Share").

   B. Fifty percent (50%) to the Participating Local Governments ("LG Share").

10. The LG Share shall be distributed pursuant to the MOU attached hereto as Exhibit 3 as amended and modified in this Allocation Agreement.

11. For purposes of this Allocation Agreement only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

   A. The MOU is amended to add new Section E.6, which provides as follows:

      > A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only. If a Local Governments executes the MOU for purposes of this Allocation Agreement only, then the MOU will only bind such Local Government and be effective with respect to this Allocation Agreement and the Distributors Settlement, and not any other Settlement as that term is defined in Section A.14 of the MOU. To execute the MOU for purposes of this Allocation Agreement only, the Local Government may either (a) check the applicable box on its signature page of this Allocation Agreement that is returned or (b) add language below its signature lines in the MOU that is returned indicating that the Local Government is executing or has

executed the MOU only for purposes of the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State.

B. Exhibit A of the MOU is replaced by Exhibit E of the Global Settlement, which is attached as Exhibit 4 to this Agreement.

C. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Local Governments that filed suit against one or more of the Settling Defendants prior to May 3, 2022. The Litigating Local Governments are listed on Exhibit B of the Distributors Settlement, and are referred to as Litigating Subdivisions in the Distributors Settlement.

D. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Global Settlement.

E. The definition of "Settlement" in Section A.14 of the MOU shall mean the Distributors Settlement.

F. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

> "If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the Distributors Settlement, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel ("Regional OAC") as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the suspension."

G. Consistent with how attorney fee funds for outside counsel for Participating Local Subdivisions are being administered in most states across the country, the Government Fee Fund ("GFF") set forth in the

MOU shall be overseen by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)). The Fee Panel will preside over allocation and disbursement of attorney's fees in a manner consistent with the *Motion to Appoint the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements* and the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

H. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Distributors as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Fee Panel.

I. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Non-Litigating Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Non-Litigating Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

J. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund pursuant to Section II. D in Exhibit R the Global Settlement) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Distributors Settlement, then the maximum that the firm can receive is $150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with the Distributors Settlement and Exhibit R of the Global Settlement, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Section II.C of Exhibit R of the Global Settlement, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund

for expenses incurred by the attorneys pursuant to Section II.E of the Global Settlement.

K. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.

L. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys for fees and costs referred to in Paragraph 6 of this Allocation Agreement and Section V.B.2 Distributors Settlement shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.K of this Allocation Agreement apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

M. To the extent there are any excess funds in the GFF, the Fee Panel and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.

12. In connection with the execution and administration of this Allocation Agreement, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *eq seq.*

13. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement as well as the receipt and expenditure of the funds from the Distributors Settlement for no less than five (5) years.

14. If any party to this Allocation Agreement believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Distributors Settlement has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.

15. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that

pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Distributors are subject to the requirements of the MOU and this Allocation Agreement.

16. Upon request by the Settling Distributors, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the Distributors Settlement and the Global Settlement.

17. Venue for any legal action related to this Allocation Agreement (separate and apart from the MOU, the Distributors Settlement, or the Global Settlement) shall be in King County, Washington.

18. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

_____
JEFFREY G. RUPERT
Division Chief

Date: _____

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

A Local Government may elect in its discretion to execute the MOU for purposes of this Allocation Agreement only by checking this box (see Paragraph 10.A of this Allocation Agreement):

☐ Local Government is executing the MOU in the form attached hereto as Exhibit 3, but which is further amended and modified as set forth in this Allocation Agreement, only for purposes of this Allocation Agreement.

EXHIBIT 1
Distributors Settlement

DISTRIBUTORS WASHINGTON SETTLEMENT AGREEMENT

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DISTRIBUTORS – WASHINGTON SETTLEMENT AGREEMENT

I. Overview

This Distributors Washington Settlement Agreement ("*Agreement*") sets forth the terms and conditions of a settlement agreement between and among the State of Washington, McKesson Corporation ("*McKesson*"), Cardinal Health, Inc. ("*Cardinal*") and AmerisourceBergen Corporation ("*Amerisource*") (collectively, the "*Agreement Parties*") to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, "*Settling Distributors*").

By entering into this Agreement, the State of Washington and its Participating Subdivisions agree to be bound by all terms and conditions of the Distributor Global Settlement Agreement dated July 21, 2021 (including its exhibits) ("*Global Settlement*"), which (including its exhibits) is incorporated into this Agreement as Exhibit H.[1] By entering this Agreement, and upon execution of an Agreement Regarding the State of Washington and the Distributor Global Settlement Agreement ("*Enforcement Committee Agreement*"), unless otherwise set forth in this Agreement, the Settling Distributors agree to treat the State of Washington for all purposes as if it were a Settling State under the Global Settlement and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under the Global Settlement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in the Global Settlement.

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Conditions to Effectiveness of Agreement

A. *Global Settlement Conditions to Effectiveness.*

1. The Agreement Parties acknowledge that certain deadlines set forth in Section VIII of the Global Settlement passed before the execution of this Agreement. For

[1] The version of the Global Settlement as updated on March 25, 2022 is attached to this Agreement as Exhibit H. Further updates to the Global Settlement shall be deemed incorporated into this Agreement and shall supersede all earlier versions of the updated provisions.

that reason, (i) Settling Distributors agree to treat the State of Washington as satisfying the deadlines set forth in Section VIII of the Global Settlement provided that the State of Washington satisfies its obligations set forth in this Section II and (ii) the State of Washington agrees to treat Settling Distributors as having satisfied all notice obligations under Section VIII.B of the Global Settlement as to the State of Washington.

2. The State of Washington shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of the Global Settlement.

B. *Agreement with Enforcement Committee.* This Agreement shall not become effective unless the Enforcement Committee and the Settling Distributors execute the Enforcement Committee Agreement. If the Enforcement Committee Agreement is not executed by June 1, 2022, the State of Washington and Settling Distributors will promptly negotiate an agreement that mirrors the Global Settlement to the extent possible and with a credit of $1,000,000 to Settling Distributors to account for possible credits the Settling Distributors would have received under Section V of this Agreement from the State Cost Fund and the Litigating Subdivision Cost Fund of the Global Settlement and to be deducted from the Year 7 payment described in Section V.B.1 and Section V.C.g of this Agreement.

C. *Participation by Subdivisions*. If the condition in Section II.B has been satisfied, this Agreement shall become effective upon one of the following conditions being satisfied:

1. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington must become Participating Subdivisions by September 23, 2022.

2. If the condition set forth in Section II.C.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Washington. If the condition set forth by Section II.C.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

D. *Dismissal of Claims.* Provided that the conditions in Sections II.B and II.C have been satisfied, the State of Washington shall file the Consent Judgment described in Section I.N of the Global Settlement and attached hereto as Exhibit G ("*Washington Consent Judgment*") with the King County Superior Court ("*Washington Consent Judgment Court*") on or before November 1, 2022. This Section II.C.2 supersedes the deadline for submitting a Consent Judgment set forth in Section VIII.B of the Global Settlement. In the event that the Court declines to enter the Washington Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Washington Consent Judgment shall be the effective date of this Agreement

("*Washington Effective Date*"). Within the later of forty-five (45) days after the Washington Effective Date or December 31, 2022, each Settling Distributor will certify to the State that all medical claims data provided to it during the litigation (including Medicaid, PMP, LNI claims, and PEBB data) has been destroyed by the party and its agents, including all retained experts.

III. Participation by Subdivisions

A. *Notice*. The Office of the State of Washington Attorney General in consultation with the Settling Distributors shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Washington Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Washington from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of the Global Settlement, as to the State of Washington, Settling Distributors and the State of Washington agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as May 3, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF and Section VII.D and E of the Global Settlement, any Participating Subdivision in Washington that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of the Global Settlement on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of the Global Settlement after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Washington shall be materially identical to Exhibit F to this Agreement. Nothing in Exhibit F is intended to modify in any way either the terms of this Agreement or the terms of the Global Settlement, both of which the State of Washington and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit F to this Agreement or interpreted differently from the Global Agreement and this Agreement in any respect, the Global Agreement and this Agreement control.

IV. Settlement Payments

A. *Schedule.* Annual Payments under this Agreement shall be calculated as if the State of Washington were a Settling State under the Global Settlement and shall be made pursuant to the terms of Section IV of the Global Settlement except that, as to the State of Washington, the Payment Date for Payment Year 1 shall be December 1, 2022 and the Payment Date for Payment

Year 2 shall be December 1, 2022. For the avoidance of doubt, the sole component of the State of Washington's Annual Payment is the portion of the Net Abatement Amount allocated to the State of Washington under the Global Settlement ("*Washington Abatement Amount*"). The maximum possible Washington Abatement Amount is $430,249,769.02.

B. *Use of Payment.* The Washington Abatement Amount paid under this Agreement shall be used as provided for in Section V of the Global Settlement.

C. *Nature of Payment.* The State of Washington and its Participating Subdivisions agree that payments made to the State of Washington and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of the Global Settlement.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Global Settlement.* Notwithstanding any contrary provision in the Global Settlement, payments to cover attorneys' fees and costs under this Agreement ("*Washington Fees and Costs*") shall be made pursuant to this Section V.

B. *Amounts.* The total amount to cover of all Washington Fees and Costs is $87,750,230.98. That total consists of the categories of attorneys' fees and costs set forth in this Section V.B and shall be paid on the schedule set forth in Section V.C.

1. State Outside and Inside Counsel Fees and Costs. Settling Distributors shall pay $76,829,316.21 to cover in-house fees and costs and outside counsel fees and costs to the Washington Attorney General's Office, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. The amount shall be paid in increments as specified in Section V.C (Payment Year 1 – 20%, Payment Year 2 – 20%, Payment Year 3 – 15%, Payment Year 4 – 15%, Payment Year 5 – 15%, Payment Year 6 – 10%, Payment Year 7– 5%.)

2. Fees and Costs for Participating Litigating Subdivisions' Attorneys. Settling Distributors shall pay $10,920,914.70 to Participating Litigating Subdivisions' attorneys for fees and costs into a single account as directed by the Washington Attorney General's Office, which then shall be paid as agreed between the State of Washington and attorneys for Participating Litigating Subdivisions. Participating Litigating Subdivisions' attorneys shall be paid in accordance with the schedule in Section V.C and V.D.5 of this Agreement.

C. *Schedule.* Washington Fees and Costs shall be paid according to the following schedule:

a. Payment Year 1: Twenty percent (20%) of the total Washington Fees and Costs amount ($17,550,046.20), to be paid on or before December 1, 2022.

b. Payment Year 2: Twenty percent (20%) of the total Washington Fees and Costs amount ($17,550,046.20), to be paid on or before December 1, 2022.

c. Payment Year 3: Fifteen percent (15%) of the total Washington Fees and Costs amount ($13,162,534.65), to be paid on or before July 15, 2023.

d. Payment Year 4: Fifteen percent (15%) of the total Washington Fees and Costs amount ($13,162,534.65), to be paid on or before July 15, 2024.

e. Payment Year 5: Fifteen percent (15%) of the total Washington Fees and Costs amount ($13,162,534.65), to be paid on or before July 15, 2025.

f. Payment Year 6: Ten percent (10%) of the total Washington Fees and Costs amount ($8,775,023.10), to be paid on or before July 15, 2026.

g. Payment Year 7: Five percent (5%) of the total Washington Fees and Costs amount ($4,387,511.55), to be paid on or before July 15, 2027.

D. *Remittance.* So that Settling Distributors do not pay the same fees and costs under both the Global Settlement and this Agreement, Washington and its Participating Litigating Subdivisions and their respective counsel shall do as follows:

1. Participating Litigating Subdivisions in Washington and their counsel shall apply to the Attorney Fee Fund and the Litigating Subdivision Cost Fund created pursuant to Exhibit R of the Global Settlement for all fees, costs and expenses for which they may be eligible and shall instruct the Fee Panel and the Cost and Expense Fund Administrator to remit to Settling Distributors the full amount awarded to such Participating Litigating Subdivision, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

2. Counsel for Participating Subdivisions shall instruct the Fee Panel created by the MDL Court pursuant to Exhibit R of the Global Settlement to remit to Settling Distributors the Contingency Fee Amount for their Participating Subdivisions in the State of Washington, with each Settling Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

3. The State of Washington shall instruct the Fee Fund Administrator selected pursuant to Exhibit S of the Global Settlement that the Settling Distributors shall not pay the Fixed Amount for the State of Washington, and the State of Washington will not be eligible to receive funds from the State Outside Counsel Fee Fund under the Global Settlement.

4. The State of Washington shall submit documented costs, as provided for in Exhibit T of the Global Settlement, to the Global Settlement State Cost Fund created pursuant to Exhibit T of the Global Settlement for all costs and expenses for which it may be eligible and shall instruct the State Cost Fund Administrator to remit to Settling Distributors the full amount awarded to the State of Washington, with each Settling

Distributor receiving the percentage of that amount corresponding to the allocation set forth in Section IV.I of the Global Settlement.

5. No Participating Litigating Subdivision shall receive any payment due under this Agreement, including but not limited to the portion of the Washington Abatement Amount allocable to the Participating Subdivision, until it and/or its outside counsel, as applicable, fulfill their obligations under Sections V.D. 1-2.

VI. Release

A. *Scope.* As of the Washington Effective Date, Section XI of the Global Settlement is fully binding on, and effective with respect to, all Releasors under this Agreement. Accordingly, as of the Washington Effective Date, the Released Entities are hereby released and forever discharged from all Released Claims of Releasors, including the State of Washington and its Participating Subdivisions.

VII. Miscellaneous

A. *No Admission*. The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Washington Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Tax Cooperation and Reporting*. The State of Washington and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of the Global Settlement, except (i) as set forth in the final sentence of this Section VII.B and (ii) that the State of Washington shall be its own Designated State and shall designate its own "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit C, Exhibit D, and Exhibit E. The State of Washington and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of the Global Settlement with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in Exhibit C, Exhibit D, and Exhibit E.

C. *No Third-Party Beneficiaries*. Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Washington or a Released Entity. The State of Washington may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation*. Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Washington Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Washington Consent Judgment.

E. *Enforcement*. All disputes between Settling Distributors and the State of Washington and/or the Participating Subdivisions in the State of Washington shall be handled as specified in Section VI of the Global Settlement, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification*. This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Washington Consent Judgment, Settling Distributors may contact the Washington Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement*. This Agreement, including the Global Settlement (and its exhibits), represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts*. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice*. All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:
Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:
Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Washington at:

Shane Esquibel
Jeffrey Rupert
Laura Clinton
Washington Attorney General's Office
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100
Shane.Esquibel@atg.wa.gov
Jeffrey.Rupert@atg.wa.gov
Laura.Clinton@atg.wa.gov

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 5/2/22

ROBERT W. FERGUSON
Attorney General, State of Washington

By: _____

Name: JEFFREY RUPERT

Title: Division Chief

Authorized and agreed to by:

Dated: May 2, 2022

AMERISOURCEBERGEN CORPORATION

By:_____

Elizabeth Campbell
Executive Vice President and Chief Legal Officer

Authorized and agreed to by:

Dated: 04/29/2022

CARDINAL HEALTH, INC.

By: _____

Name: Jessica Mayer

Title: Chief Legal and Compliance Officer

Authorized and agreed to by:

Dated: 5/2/22

MCKESSON CORPORATION

By: _____

Name: Saralisa C. Brau

Title: Corporate Secretary

Exhibit A
Primary Subdivisions[2]

No.	Subdivision Name
1.	Aberdeen city
2.	Adams County
3.	Anacortes City
4.	Arlington City
5.	Asotin County
6.	Auburn City*
7.	Bainbridge Island City
8.	Battle Ground City
9.	Bellevue City*
10.	Bellingham City*
11.	Benton County*
12.	Bonney Lake City
13.	Bothell City*
14.	Bremerton City*
15.	Burien City*
16.	Camas City
17.	Centralia City
18.	Chelan County*
19.	Cheney City
20.	Clallam County*
21.	Clark County*
22.	Covington City
23.	Cowlitz County*
24.	Des Moines City*
25.	Douglas County*
26.	East Wenatchee City
27.	Edgewood City
28.	Edmonds City*
29.	Ellensburg City
30.	Enumclaw City
31.	Everett City*
32.	Federal Way City*
33.	Ferndale City
34.	Fife City
35.	Franklin County*
36.	Gig Harbor City
37.	Grandview City
38.	Grant County*

[2] Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

39. Grays Harbor County*
40. Island County*
41. Issaquah City*
42. Jefferson County*
43. Kelso City
44. Kenmore City
45. Kennewick City*
46. Kent City*
47. King County*
48. Kirkland City*
49. Kitsap County*
50. Kittitas County*
51. Klickitat County
52. Lacey City*
53. Lake Forest Park City
54. Lake Stevens City*
55. Lakewood City*
56. Lewis County*
57. Liberty Lake City
58. Lincoln County
59. Longview City*
60. Lynden City
61. Lynnwood City*
62. Maple Valley City
63. Marysville City*
64. Mason County*
65. Mercer Island City
66. Mill Creek City
67. Monroe City
68. Moses Lake City
69. Mount Vernon City*
70. Mountlake Terrace City
71. Mukilteo City
72. Newcastle City
73. Oak Harbor City
74. Okanogan County*
75. Olympia City*
76. Pacific County
77. Pasco City*
78. Pend Oreille County
79. Pierce County*
80. Port Angeles City
81. Port Orchard City
82. Poulsbo City
83. Pullman City*
84. Puyallup City*

85. Redmond City*
86. Renton City*
87. Richland City*
88. Sammamish City*
89. San Juan County
90. Seatac City
91. Seattle City*
92. Sedro-Woolley City
93. Shelton City
94. Shoreline City*
95. Skagit County*
96. Skamania County
97. Snohomish City
98. Snohomish County*
99. Snoqualmie City
100. Spokane City*
101. Spokane County*
102. Spokane Valley City*
103. Stevens County*
104. Sumner City
105. Sunnyside City
106. Tacoma City*
107. Thurston County*
108. Tukwila City
109. Tumwater City
110. University Place City*
111. Vancouver City*
112. Walla Walla City*
113. Walla Walla County*
114. Washougal City
115. Wenatchee City*
116. West Richland City
117. Whatcom County*
118. Whitman County*
119. Woodinville City
120. Yakima City*
121. Yakima County*

Exhibit B
Litigating Subdivisions

No.	Subdivision Name
1.	Anacortes City
2.	Bainbridge Island City
3.	Burlington City
4.	Chelan County
5.	Clallam County
6.	Clark County
7.	Everett City
8.	Franklin County
9.	Island County
10.	Jefferson County
11.	Kent City
12.	King County
13.	Kirkland City
14.	Kitsap County
15.	Kittitas County
16.	La Conner School District
17.	Lakewood City
18.	Lewis County
19.	Lincoln County
20.	Mount Vernon City
21.	Mount Vernon School District
22.	Olympia City
23.	Pierce County
24.	San Juan County
25.	Seattle City
26.	Sedro-Woolley City
27.	Sedro-Woolley School District
28.	Skagit County
29.	Snohomish County
30.	Spokane City
31.	Spokane County
32.	Tacoma City
33.	Thurston County
34.	Vancouver City
35.	Walla Walla County
36.	Whatcom County
37.	Whitman County

Exhibit C
ABC IRS Form 1098-F

This Exhibit C will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit D
Cardinal Health IRS Form 1098-F

This Exhibit D will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit E
McKesson IRS Form 1098-F

This Exhibit E will be appended to the Agreement prior to the Effective Date pursuant to Section VII.B.

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 ("*Distributors Washington Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 ("*Global Settlement*") attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.

6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.

11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit G
Consent Judgment and Stipulation of Dismissal with Prejudice

The Honorable Michael Ramsey Scott
Trial Date: November 15, 2021

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON, Plaintiff, v. MCKESSON CORPORATION, CARDINAL HEALTH INC., and AMERISOURCEBERGEN DRUG CORPORATION, Defendants.	NO. 19-2-06975-9 SEA FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

The State of Washington ("*State*") and McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Drug Corporation and AmerisourceBergen Corporation, together with the subsidiaries thereof (collectively, the "*Settling Distributors*," and each a "*Settling Distributor*") (together with the State, the "*Parties*," and each a "*Party*") have entered into a consensual resolution of the above-captioned litigation (the "*Action*") pursuant to a settlement agreement entitled Distributors Washington Settlement Agreement, dated as of May 2, 2022 (the "*Washington Agreement*"), a copy of which is attached hereto as Exhibit A. The Washington Agreement shall become effective by its terms upon the entry of this Final Consent Judgment (the "*Judgment*") by the Court without adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind. By entering into the Washington Agreement, the State of Washington agrees to be bound by all terms and conditions

of the Distributor Settlement Agreement, dated as of July 21, 2021 (as subsequently updated) (the "*Global Agreement*"), a copy of which is attached hereto as Exhibit B (together with the Washington Agreement, the "*Agreements*") unless stated otherwise in the Washington Agreement. Unless stated otherwise in the Washington Agreement, the terms of the Washington Agreement are intended to be consistent with the terms of the Global Settlement and shall be construed accordingly.

I. RECITALS:

1. Each Party warrants and represents that it engaged in arm's-length negotiations in good faith. In hereby executing the Agreements, the Parties intend to effect a good-faith settlement.

2. The State has determined that the Agreements are in the public interest.

3. The Settling Distributors deny the allegations against them and that they have any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State's or Subdivisions' departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit P of the Global Agreement.

6. Therefore, without any admission of liability or wrongdoing by the Settling Distributors or any other Released Entities (as defined in the Global Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant

to the terms of the Agreements to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

In consideration of the mutual promises, terms, and conditions set forth in the Agreements, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between the Settling Distributors and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasors against the Settling Distributors (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreements.

3. The "Definitions" set forth in Section I of the Global Agreement are incorporated by reference into this Judgment. The State is a "Settling State" within the meaning of the Global Agreement. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Global Agreement, or, if not defined in the Global Agreement, the same meaning given to them in the Washington Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense the Settling Distributors or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreements were entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreements.

7. By this Judgment, the Agreements are hereby approved by the Court, and the Court hereby adopts their terms as its own determination of this matter and the Parties' respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section VI.F.1 of the Global Agreement, governed by the rules and procedures of the Court.

9. The Parties have satisfied the Conditions to Effectiveness of Agreement set forth in Section II.B of the Washington Agreement as follows:

a. The Enforcement Committee and the Settling Distributors executed the Enforcement Committee Agreement by June 1, 2022.

b. All Litigating Subdivisions in the State of Washington and ninety percent (90%) of Non-Litigating Primary Subdivisions (calculated by population pursuant to the Global Settlement) in the State of Washington became Participating Subdivisions by September 23, 2022.

10. The Parties have satisfied the Condition to Effectiveness of Agreement set forth in Section VIII of the Global Agreement and the Release set forth in Sections XI.A, F, and G of the Global Agreement, as follows:

a. The Attorney General of the State exercised the fullest extent of his or her powers to release the Settling Distributors and all other Released Entities from all Released Claims pursuant to the release attached hereto as Exhibit C (the "*AG Release*").

b. The Settling Distributors have determined that there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Agreements.

c. The Participation Form for each Initial Participating Subdivision in the State has been delivered to the Settling Distributors. As stated in the Participation Form, and for the avoidance of doubt, nothing in the Participation Form executed by the Participating Subdivisions is intended to modify in any way the terms of the

Agreements to which the Participating Subdivisions agree. As stated in the Participation Form, to the extent the executed version of the Participation Form differs from the Global Agreement in any respect, the Global Agreement controls.

d. Pursuant to Section VIII.B of the Global Agreement, each Participating Subdivision in the State is dismissing with prejudice any Released Claims that it has filed against the Settling Distributors and the Released Entities.

11. Release. The Parties acknowledge that the AG Release, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreements and the AG Release and without limitation and to the maximum extent of the power of the State's Attorney General, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreements. Pursuant to the Agreements and the AG Release and to the maximum extent of the State's power, the Settling Distributors and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking

money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Further, the provisions set forth in Section XI of the Global Agreement are incorporated by reference into this Judgment as if fully set forth herein. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreements and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreements and AG Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreements.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreements.

15. No Admission of Liability. The Settling Distributors are consenting to this Judgment solely for the purpose of effectuating the Agreements, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which the Settling Distributors expressly deny. None of the Settling Distributors or any other Released Entity admits that it caused or contributed to any public nuisance, and none of the Settling Distributors or any other Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by the Settling Distributors or any other Released Entity. The Parties acknowledge that payments made under the Agreements are not a fine, penalty, or payment in lieu thereof and are properly characterized as described in Section V.F of the Global Agreement.

16. No Waiver. This Judgment is entered based on the Agreements without adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of any Settling Distributor's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreements.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section VI.A of the Global Agreement. Except as expressly provided in the Agreements, no portion of the Agreements or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any perceived violations of the Agreements or this Judgment. No Settling State, including the State of Washington, may assign or otherwise convey any right to enforce any provision of the Agreements.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against the Settling Distributors or binding on the Settling Distributors in any respect other than in connection with the enforcement of this Judgment or the Agreements. For the avoidance of doubt, nothing herein shall prohibit a Settling Distributor from entering this Judgment or the Agreements into evidence in any litigation or arbitration concerning (1) a Settling Distributor's right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreements and this Judgment.

19. Preservation of Privilege. Nothing contained in the Agreements or this Judgment, and no act required to be performed pursuant to the Agreements or this Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

20. Mutual Interpretation. The Parties agree and stipulate that the Agreements were negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreements are incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreements.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section VI.F.1 of the Global Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreements.

22. Successors and Assigns. This Judgment is binding on each of the Settling Distributor's successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and the Settling Distributors, or as provided for in Section XIV.U of the Global Agreement.

So ORDERED this _____ day of _____ 2022.

_____
THE HONORABLE JUDGE MICHAEL. R. SCOTT

APPROVED, AGREED TO AND PRESENTED BY:

ROBERT W. FERGUSON
Attorney General

s/
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s/
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Attorneys for Defendant AmerisourceBergen Drug Corporation and AmerisourceBergen Corporation

DECLARATION OF SERVICE

I declare that I caused a copy of the foregoing document to be electronically served using the Court's Electronic Filing System, which will serve a copy of this document upon all counsel of record.

CARDINAL	
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DATED ___ day of _____ 2022, at Seattle, Washington.

s/
ANDREW R.W. HUGHES, WSBA No. 49515

Exhibit H Distributor Global Settlement Agreement

This document is not attached due to its size. The document can be found here: https://agportal-s3bucket.s3.amazonaws.com/DistributorsSettlement/National%20Distributor%20Settlement.pdf

EXHIBIT 2
Subdivision Settlement Participation Form
(Exhibit F of the Distributors Settlement)

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 ("*Distributors Washington Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 ("*Global Settlement*") attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.

6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

8. The Governmental Entity has the right to enforce the Distributors Washington Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributors Washington Settlement, including, but not limited to, all provisions of Section XI of the Global Settlement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributors Washington Settlement are intended by the Agreement Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributors Washington Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributors Washington Settlement.

11. In connection with the releases provided for in the Distributors Washington Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the date the Distributors Washington Settlement becomes effective pursuant to Section II.B of the Distributors Washington Settlement, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributors Washington Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributors Washington Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is worded differently from Exhibit F to the Distributors Washington Settlement or interpreted differently from the Distributors Washington Settlement in any respect, the Distributors Washington Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3

One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "Allocation Regions" are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.

2. "Approved Purpose(s)" shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.

4. "Litigating Local Government(s)" shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The "Washington State Accountable Communities of Health" or "ACH" shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the "County Total" line item in Exhibit B. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

i. Developing a methodology for obtaining proposals for use of Opioid Funds.

ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.

iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.

iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.

v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.

vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:

(i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
(ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
(iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.

iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.

v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.

vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.

vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq*. Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq*.

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the "Opioid Fee and Expense Committee") consisting of one representative of the following law firms: (a) Keller Rohrback L.LP.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments' private counsel's representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit "tax" imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP ("Common Benefit Tax"). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

_____

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

O P I O I D A B A T E M E N T S T R A T E G I E S

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

    a. Medication-Assisted Treatment (MAT);

    b. Abstinence-based treatment;

    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
Adams County		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
Asotin County		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
Benton County		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
Chelan County		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
Clallam County		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Clark County		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
Columbia County		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
Cowlitz County		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
Douglas County		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
Ferry County		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Franklin County		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
Garfield County		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
Grant County		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Grays Harbor County		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
Island County		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
Jefferson County		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Kitsap County		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
Kittitas County		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
Klickitat County		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
Lewis County		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Lincoln County		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
Mason County		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
Okanogan County		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
Pacific County		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Pend Oreille County		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
Pierce County		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkeson	
	County Total:	12.0345236870%
San Juan County		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Skagit County		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
Skamania County		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
Snohomish County		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Spokane County		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
Stevens County		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
Thurston County		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
Wahkiakum County		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Walla Walla County		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	County Total:	0.8684638948%
Whatcom County		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	County Total:	2.3904469386%
Whitman County		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	County Total:	0.4841643328%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Yakima County		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties

EXHIBIT 4
Non-Exhaustive List of Expenditures that Qualify as Opioid Remediation
(Exhibit E of the Global Settlement)

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Exhibit F
Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated May 2, 2022 ("*Distributors Washington Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributors Washington Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributors Washington Settlement, including the Distributor Global Settlement Agreement dated July 21, 2021 ("*Global Settlement*") attached to the Distributors Washington Settlement as Exhibit H, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributors Washington Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of October 1, 2022 and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

4. The Governmental Entity agrees to the terms of the Distributors Washington Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Distributors Washington Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after December 1, 2022.

6. The Governmental Entity agrees to use any monies it receives through the Distributors Washington Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Washington Consent Judgment Court for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributors Washington Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the Distributors Washington Settlement.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-456

File ID:	AB2022-456	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/10/2022	**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:	09/13/2022			**Enactment #:**	

Primary Contact Email: 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 City of Everson for use of building space at Everson City Hall for senior programming, in the amount of $500

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This agreement is a long-standing arrangement and outlines the terms and conditions for the County's usage of building space at the Everson City Hall to run senior programming. For this one-year agreement, the County will reimburse the City of Everson $500 for the cost of utilities and building maintenance.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memorandum, Interlocal

WHATCOM COUNTY
Parks & Recreation
3373 Mount Baker Highway
Bellingham, WA 98226-7500

Michael G. McFarlane, Director
Christ Thomsen, Parks Operations Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Christ Thomsen, Interim Director

DATE: August 8, 2022

RE: Everson Senior Activity Program Building Use Agreement

Enclosed is an interlocal agreement with the City of Everson for your review and signature.

Background and Purpose:
This long-standing arrangement outlines the terms and conditions for the County to use space at Everson City Hall to run senior programming for seniors in the Everson area.

Funding Amount and Source:
The County reimburses the City of Everson $500 annually for the cost of utilities.

Differences from Previous Contracts
There are no changes from the last agreement – WCC 202111004. Prior agreements have been for five-year terms. Due to uncertainties with the City regarding building space, we have shortened the term to one year to allow flexibility.

If you have any questions, please contact me at ext. 5856

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Parks & Recreation
Division/Program: *(i.e. Dept. Division and Program)*	Senior Services
Contract or Grant Administrator:	Shannon Batdorf
Contractor's / Agency Name:	City of Everson

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

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

Is this a grant agreement?
Yes ○ No ◉ If yes, grantor agency contract number(s): _____ 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?
Yes ○ No ◉ If yes, RFP and Bid number(s): _____ Contract 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):
$ 500

This Amendment Amount:
$ _____

Total Amended Amount:
$ 500

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:

This agreement outlines the terms and conditions for Parks usage of a portion of the City of Everson's City Hall building for the Senior Services Program in Everson. The County pays the City $500 annually to contribute to utility costs and building maintenance in exchange for usage of the building.

Term of Contract: 1 years	Expiration Date: 12/31/2023

Contract Routing:

1. Prepared by: Shannon Batdorf Date: 08/05/2022
2. Attorney signoff: Brandon Waldron via email Date: 6/16/22
3. AS Finance reviewed: Marianne Caldwell via email Date: 8/9/22
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Last edited 07/06/20

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE
CITY OF EVERSON AND WHATCOM COUNTY PARKS & RECREATION

This Agreement made and entered into by WHATCOM COUNTY, a municipal corporation, hereinafter referred to as "COUNTY"; and the CITY OF EVERSON, a municipal corporation, hereinafter referred to as "CITY" pursuant to the authority granted by chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

WHEREAS, CITY owns and maintains the Everson City Hall upon the following described premises, situated in Everson, Whatcom County, Washington, to-wit:

A tract of land situated in the Northeast Quarter of the Northwest Quarter of Section 31, Township 40 North, Range 4 East of W.M., more particularly described as follows:

Beginning at a point 30 feet South and 260 feet West of the quarter corner between Sections 30 and 31, Township 40 North, Range 4 East of W.M.; thence West along the South side of Main Street, 70 feet; thence South parallel to the East line of said Section 31, 100 feet; thence East parallel to the South line of Main Street 70 feet; thence North to the point of beginning;

WHEREAS, the COUNTY, through its Parks and Recreation Department, operates a program to coordinate benefits and activities for senior citizens at selected senior citizen centers strategically situated throughout Whatcom County;

WHEREAS, since March 19, 1973 through the December 31, 2022 the CITY has licensed the COUNTY for nonexclusive use of a portion of the Everson City Hall as one of its satellite facility Senior Activity Centers;

WHEREAS, the parties have agreed to the extension of their relationship for a period of one (1) year;

NOW THEREFORE the parties hereto agree as follows:

1. **LICENSE GRANTED:** The CITY consents to the use of the large assembly room (aka auditorium), stage and kitchen of the Everson City Hall (the "Facility") as a Senior Activity Center Program during the full term of this Agreement.

2. **TERM:** Agreement shall run for one year from January 1, 2023 to December 31, 2023.

3. **EXTENT OF USE:** The COUNTY'S use of the Facility shall be nonexclusive and limited as provided herein and shall be subject to the rules and regulations regarding the use of the Facility as may be established from time to time by the Everson City Council. The COUNTY further acknowledges that the Facility shall remain available for other public use at scheduled and/or selected times for selected occasions and meetings at reasonable reserved times that may conflict with the COUNTY'S desired use if the COUNTY has not reserved the space in advance and received a confirming reservation letter.
   The COUNTY shall be responsible for setting up the Facility prior to its use, including setting up tables, chairs and any refreshments. The CITY shall not be required to provide

any services to prepare the Facility for its use by the COUNTY. The COUNTY shall ensure that at the close of each use period the Facility is returned to its original condition and that it is neat, clean, tidy, and secured. The COUNTY shall clean or provide a service for cleaning all bathroom and kitchen facilities after its use of the Facility.

The CITY shall not be responsible to the COUNTY for theft, destruction or damage to tangible personal property on the premises during or between senior citizen activities at the Facility. The COUNTY shall obtain its own casualty insurance covering any tangible personal property of its own or its guests during its use of the Facilities.

4. **PRIORITY FOR CITY OF EVERSON USE:** Without limiting any right of the CITY, the COUNTY acknowledges that the following are priorities for use of the Facility, and when such activities are scheduled, are as follows:

    a) Regular and special Everson official meetings (e.g. City Council, Planning Agency, etc.);
    b) Regular and special sessions of Everson Municipal Court; and
    c) Public shelter during times of emergency declared by the Everson Mayor

    Other uses, such as the following, may be scheduled on a first come first serve, space available basis:

    a) Regularly scheduled Everson Senior Center daytime activities;
    b) Reserved evening, weekend or holiday event use by nonprofit organizations
    c) Service clubs (including special Everson Senior Center events); and
    d) Other uses.

    Space available is a determination that is made by the CITY in its sole discretion. The COUNTY shall be entitled to no preference for use or reservation of the Facility.

5. **SCHEDULING OF USERS:** Control of the building and scheduling its use shall remain in the CITY's sole discretion, with specific times to be coordinated through the City Administration. Representatives of Whatcom County's Parks & Recreation Department or Senior Citizens will be accorded fair consideration of any matter they may bring to the City Council's attention, as would be provided to any other citizen or group concerning this Agreement, the rights and privileges hereunder, and the equitable adjustment of any grievances that may arise regarding this Agreement, the facilities, or the condition, use or maintenance thereof, provided that this provision grants the COUNTY no special privileges or rights.

6. **ALTERATIONS OR IMPROVEMENTS:** The COUNTY shall make no alterations or improvements to the Facility except upon prior approval of Everson's City Council.

7. **CONSIDERATION:** The COUNTY will pay the CITY the amount of ***Five Hundred Dollars ($500.00)*** per year, payable in one lump sum no later than ***April 30th*** of each year, as its contribution to utilities, plus any clean-up costs or replacement of sundries or supplies necessary as a result of the COUNTY's use, but no rent, licensee fee or other fee, except as

provided for herein. The COUNTY will, to the extent reasonably available within the Parks and Recreation Department, provide assistance with electrical, kitchen appliance and building repairs, and general maintenance, within the Facility.

The COUNTY will also coordination the collection of an additional Five Hundred ($500.00) from the Everson Senior Center Group to the CITY as their contribution toward the use of the building, payable by June 30th of each year.

8. **INDEMNITY:** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

   In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

   a. **Survival of Indemnity Obligations**. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

   Each Party shall immediately notify the other Party of any dangerous structural condition it or its employees or volunteers observes, and shall barricade, closure or other effective means prevent contact by its program staff and participants with the dangerous condition.

9. **INDEPENDENCE OF PARTIES AND EMPLOYEES:** The CITY and COUNTY shall not be deemed hereby to become joint operators of the Facility. The Everson Senior Activity Center program shall remain the sole activity and responsibility of the COUNTY. All employees and volunteers engaged or serving the COUNTY in the operation of the Everson Senior Activity program shall not by this Agreement or activities or programs contemplated herein be construed to be employees, agents or volunteers serving the CITY.

   9.1 The COUNTY shall ensure that all employees and volunteers coming into contact with kitchen equipment, lifting objects, counseling people, providing transportation and/or administering other programs are at all times properly licensed and trained to do so.

10. **NON-DISCRIMINATION IN EMPLOYEMENT:** During the term of this Agreement, the COUNTY shall 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, age, marital status, disability, or veteran status. The COUNTY 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, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the COUNTY is governed by such laws, the COUNTY shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, 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, national origin, and any other applicable protections provided by law.

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.

11. **TERMINATION:** The CITY may rescind, cancel, or terminate this Agreement, in whole or in part, without penalty to Everson upon thirty (30) days' notice to the COUNTY. Without limiting or waiving the foregoing, in the event of the COUNTY'S noncompliance or refusal to comply with any provision, obligation or undertaking contained in this Agreement, CITY may allow COUNTY a reasonable time in which to cure such noncompliance.

12. **AMENDMENT:** This Agreement may be altered, amended, supplemented or terminated at any time by mutual agreement of both parties hereto, but no right or interest herein may be pledged, assigned, or subleased without prior written mutual consent of both parties.

13. **ATTORNEYS' FEES:** If this Agreement should be the subject matter of litigation between the parties, the prevailing party in said litigation shall be entitled to an award of reasonable attorneys' fees, plus court costs.

14. **ADMINISTRATION OF CONTRACTS:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordination and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
    a. The CITY representative shall be _____, designee or successor:
       Phone: ; Email:
    b. The COUNTY representative shall be Shannon Batdorf, designee or successor:
       Phone: 360-778-5856; Email: sbatdorf@co.whatcom.wa.us

15. **WAIVER:** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

16. **ENTIRE AGREEMENT:** This document is the complete and exclusive agreement between the parties. It supersedes all oral or written proposals, promises or other communications between the parties regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 26 day of July, 2022.

APPROVED:

CITY OF EVERSON

John Perry, Mayor

Executed as of the date first written above.

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 26 day of July, 2022, before me personally appeared John Perry to me known to be Mayor of CITY OF EVERSON and who executed the above instrument and acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this 26 day of July, 2022.

NOTARY PUBLIC in and for the State of Washington
Residing in Bellingham.
My Commission expires: 7/16/2026

MELANIE L DICKINSON
Commission Expires 07-16-2026
NOTARY PUBLIC
License Number 122659
STATE OF WASHINGTON

APPROVED:

WHATCOM COUNTY

_____
Satpal Sidhu, County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

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

Given under my hand and official seal this ____ day of _____, 20__.

_____
NOTARY PUBLIC in and for the State of Washington
Residing in Bellingham.
My Commission expires: _____

WHATCOM COUNTY PARKS & RECREATION DEPARTMENT

Christ Thom
Christ Thomsen, Interim Director

APPROVED AS TO FORM:

Approved via email B/W
Deputy Prosecuting Attorney

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-458

File ID:	AB2022-458	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/11/2022	**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:	09/13/2022			**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 incurred relating to the Volunteer Guardian Ad Litem program, in the amount of $91,751

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff memo, Proposed Contract

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

August 5th, 2022

TO: Satpal Sidhu, Whatcom County Executive

FROM: David Reynolds, Director of Superior Court Administration

RE: VGAL Program reimbursement

Please find attached an interagency agreement between Whatcom County and the Washington State Administrative Office of the Courts (AOC)

Background and Purpose

The purpose of this contract is to reimburse Whatcom County Superior Court Juvenile Division for services provided under the Whatcom County Volunteer Guardian Ad Litem program.

Funding and Source

The funding provided by the State reimburses Whatcom County for providing VGAL service in Dependency proceedings.

Difference From Last Contract

The amount of the contract is decreasing by $4359 compared to the previous contact. All other terms and conditions of the contract remain in full force and effect.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202208010

Originating Department:	Washington Adminstrative Office of the Courts
Division/Program: *(i.e. Dept. Division and Program)*	
Contract or Grant Administrator:	David Reynolds
Contractor's / Agency Name:	Whatcom County

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: 1935

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):
$ 91,751

This Amendment Amount:
$ 0

Total Amended Amount:
$ 91,751

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:

The purpose of this contract is to reimburse Whatcom County Superior Court Juvenile Division for expenses incurred relating to the Volunteer Guardian Ad Litem program

Term of Contract: 07-01-2022	Expiration Date: 06-30-2023

Contract Routing:

1. Prepared by:	DReynolds	Date: 8-5-22
2. Attorney signoff:	K. Frakes	Date: 8-10-22
3. AS Finance reviewed:	M Caldwell	Date: 8-11-22
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:	>	Date: 08/11/22
7. Council approved (if necessary):	AB2022-458	Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 07/06/20

DocuSign Envelope ID: 681B8ED7-D055-48C1-945D-5A8FEEF52CCC

Whatcom County Contract No.

202208010

INTERAGENCY AGREEMENT IAA23046
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Whatcom COUNTY JUVENILE COURT
FOR THE
SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Whatcom County Juvenile Court (COURT).

IT IS THE PURPOSE OF THIS AGREEMENT for the COURT to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(12) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(13) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC".**

Reporting schedule:

Period	Report Due
07/01/22 - 12/31/22	01/31/23
01/01/23 - 06/30/23	07/31/23

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2022 regardless of the date of execution and it

DocuSign Envelope ID: 681B8ED7-D055-48C1-945D-5A8FEEF52CCC

shall end on June 30, 2023, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **$91,751** . Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA/Volunteer GAL Program Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

BILLING PROCEDURE

The COURT will submit properly-completed Washington State form A-19 via email to AOC Financial Services at payables@courts.wa.gov or to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

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 both properly-completed A-19 and the detailed information outlined in the CASA/Volunteer GAL Monthly Detail Report (see Exhibit B). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA/Volunteer GAL programs. If it appears the COURT may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

BACKGROUND CHECKS

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASAs /Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The **AOC** will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party

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will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES
In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

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

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

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

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

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

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

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 Agreement and prior to normal completion, the AOC may terminate the Agreement under the “Termination for Convenience” clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to

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reflect a budget reduction without terminating the contract if all parties agree to the amendment.

COUNTERPARTS
Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a scanned or facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

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

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

AOC Program Manager	Court Program Manager
Sondra Hahn Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov 360 705-5276	**Dave Reynolds** Director of Superior Court Administration 311 Grand Ave, Ste 301 Bellingham, WA 98225-4048 dreynold@co.whatcom.wa.us 360-676-6780

AGREED:

Administrative Office of the Courts	**Whatcom County Juvenile Court**
Signature *Date*	*Signature* *Date*
Christopher Stanley	Satpal Sidhu
Name	*Name*
Director, AOC Management Services	County Executive
Title	*Title*

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EXHIBIT A
CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

B. DEFINITIONS

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(12): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as a guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(13): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

C. GENERAL

The legislature has previously stated that CASA/Volunteer GAL program funds are provided solely for court-appointed special advocate/volunteer GAL programs in dependency matters. The guidelines take into consideration the financial needs of a court working with court-appointed child advocates in dependency cases. These guidelines recognize the restrictions placed on CASA/Volunteer GAL program reimbursements and attempts to identify those costs that can and cannot be reimbursed.

D. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the CASA/Volunteer GAL program contract according to its terms including report preparation, scope of work, and performance

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- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central point of contact with the court
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement
- Forwards cost and budget questions received from the courts to the AOC Comptroller
- Reviews all reports required under the CASA/Volunteer GAL program agreement

3. Management Services Director

- Resolves policy and procedural issues related to CASA/Volunteer GAL program funding

4. AOC Comptroller

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits Courts to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves CASA/Volunteer GAL program agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits Courts and AOC for compliance with CASA/Volunteer GAL program

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E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program must be kept locally. If employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Document the process for determining the amount of time the person(s) spend on CASA/Volunteer GAL duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

- Attorney – Invoice must identify the specific case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA/Volunteer GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA/Volunteer GAL. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies

    - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
    - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate

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must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must also be on file locally.

4. Equipment

- Actual Costs – Reimbursement request does not need to include the vendor invoice if directly related to the program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than $500 or where the service/maintenance period on the equipment is greater than one year and could exceed $500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be approved by the AOC Project Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent, or other interviews related to a case filed with the court to which volunteer or CASA/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved by AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

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- Supporting Documentation – All travel reimbursement requests must be kept locally for audit purposes.
- All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

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CASA/Volunteer GAL Program Allocation Process

Each biennium, an appropriation is provided by the WA State Legislature to the AOC for child advocate program costs as reported by the courts.

Allocation of the funding is based on caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

DEPENDENCY PETITION
DEPENDENCY REVIEW HEARING
DEPENDENCY REVIEW HEARING ORDER
DISMISSAL HEARING
DISPOSITION HEARING-USE FOR CASETYPE 7 CASES ONLY
FACT FINDING HEARING
FACT-FINDING AND DISPOSITION HEARING
FIRST DEPENDENCY REVIEW HEARING
FIRST DEPENDENCY REVIEW HEARING ORDER
ORDER OF DEPENDENCY
ORDER OF DISMISSALS
ORDER OF DISPOSITION
ORDER OF DISPOSITION ON DEPENDENCY
ORDER ON REVIEW HEARING
PERMANENCY PLANNING HEARING
PERMANENCY PLANNING HEARING ORDER
PETITION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP
REVIEW HEARING
SHELTER CARE HEARING: CONTESTED
SHELTER CARE HEARING: UNCONTESTED
SHELTER CARE ORDERS
ORDER OF CONTINUANCES
GENERAL ORDER CODE

The AOC Comptroller maintains an allocation spreadsheet (model) that utilizes this caseload data to create a percentage of total statewide filings for each county, based on a moving average of three-year filings of each case type.

After updated DEP data is collected, the data is loaded into the model which in turn uses a formula to create the statewide percentages by county. The percentages are applied to the appropriation amount by fiscal year, thus producing the allocation amounts available to counties.

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Audit Process

The AOC Comptroller will periodically audit CASA/Volunteer GAL program reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to CASA/Volunteer GAL program reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of the CASA/Volunteer GAL program in that county.

Following this review, the AOC Comptroller (or designee) will provide a signed report to the county and to the AOC CASA/Volunteer GAL program audit file certifying compliance with audit requirements. See next page for sample report.

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State of Washington
Administrative Office of the Courts

I, [*AOC Comptroller name*], have reviewed the CASA/Volunteer GAL program reimbursement documents and supporting documentation provided by [*county and county designee name*] for the time period Fiscal Year [*20XX*], and do hereby declare that:

☐ Documentation is in compliance with CASA/Volunteer GAL program cost reimbursement requirements.

☐ Documentation is **not** in compliance with CASA/Volunteer GAL program cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

_____

AOC Comptroller/Designee Date

n:\programs & organizations\wajca\contracts\exhibit a casa cost guidelines.docx

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CASA/VOLUNTEER GAL PROGRAM MONTHLY DETAIL REPORT
EXHIBIT B

Administrative Office of the Courts

(submit monthly with A-19 invoice)

COURT: _____ **MONTH/YEAR:** _____

ADMINISTRATIVE
- Computer Set-Up
- CASA/WACAP Membership Dues

Total **$** -

STAFF/FTE
- Salaries
- Benefits

Total **$** -

CONTRACTS/ SERVICE DELIVERY
- Advertising

Total **$** -

GOODS/SERVICES
- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total **$** -

TRAVEL
- Mileage
- Per Diem
- Other (Registrations fees)

Total **$** -

GRAND TOTAL **$** -

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CASA/Volunteer GAL Program Bi-Annual Report to AOC

Court/Program Name:	
Contract Number:	IAA23046
Reporting Period: **(i.e. Jan-June or July-Dec 20XX)**	
Person Reporting:	
Email:	
Phone:	
Today's Date:	

Filing Data	
1. Number of dependency petitions filed during the reporting period.	
2. Number of children with a dependency petition filed during the reporting period who were appointed a CASA/Volunteer GAL.	
3. Number of children with a dependency petition filed during the reporting period who were appointed a staff or compensated GAL.	
4. Number of children with a dependency petition filed during the reporting period who were appointed an attorney.	
5. Number of children with a dependency petition filed during the reporting period without representation.	
Cumulative Data	
1. Total number of children with a CASA/Volunteer GAL at the beginning of the reporting period.	
2. Total number of children with a CASA/Volunteer GAL at the end of the reporting period.	
3. Total number of children with a staff or compensated GAL at the beginning of the reporting period.	
4. Total number of children with a staff or compensated GAL at the end of the reporting period.	
5. Total number of children with an attorney at the beginning of the reporting period (Pursuant to RCW 13.34.100).	
6. Total number of children with an attorney at the end of the reporting period.	
7. Total number of children without any representation at the beginning of the reporting period.	
8. Total number of children without any representation at the end of the reporting period.	
Fiscal and Staff Data	
1. % of total program budget supported by state funds (excluding federal court improvement funds).	
2. % of total program budget supported by county funds (maintenance of effort).	
3. Number of program managers and/or volunteer coordinators (total full or partial FTEs).	
4. Number of administrative staff (total full or partial FTEs).	
5. Number of active volunteers.	

Return completed report to sondra.hahn@courts.wa.gov

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-459

File ID:	AB2022-459	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/12/2022	**Entered by:**	DDuling@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Military Department for FY2021 Operation Stonegarden (OPSG), in the amount of $156,292.50

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF

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

MEMORANDUM

TO: Satpal S. Sidhu, County Executive

FROM: Bill Elfo, Sheriff

DATE: August 4, 2022

RE: Washington State Military Department
U.S. Department of Homeland Security
FFY21 Operation Stonegarden Program (OPSG) Contract Number E23-059

Enclosed for your review and signature is one (1) original grant agreement between Whatcom County Sheriff's Office and the Washington State Military Department for FFY21 Operation Stonegarden Program (OPSG), Grant Agreement Number E23-059

- **Background and Purpose**
  The Whatcom County Sheriff's Office was awarded $156,292.50 from the U.S. Department of Homeland Security (DHS), Operation Stonegarden Program (OPSG) for Fiscal Year 2021. This grant flows from DHS through the Washington State Military Department to Whatcom County.

  The OPSG Grant Program supports enhanced cooperation and coordination among local, Tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the borders of the United States along routes of ingress, to include travel corridors along the Canadian and international water borders.

  Active participants include the Whatcom County Sheriff's Office, U.S. Border Patrol Blaine Sector, the Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments, and Washington Department of Fish & Wildlife.

  Participating agencies will not enforce Title 8 (U.S. Immigration Law).

  This funding will be used for operational overtime and related mileage/fuel costs and equipment purchases which were pre-approved during the application process.

- **Funding Amount and Source**
  $156,292.50 from WA St. Military Department, Grant Agreement #E23-059. Funds originate from the U.S. Department of Homeland Security, FFY21 Operation Stonegarden Program, Federal Funding Source Agreement #EMW-2021-SS-00083-S01, CFDA#97.067-21HSGP (OPSG).

- **Differences from Previous Contract**
  A decrease in funding of $249,307.50 from previous fiscal year grant.

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	35 Sheriff's Office / 3520 Bureu of LE & Investigations / 352096 Homeland Security
Contract or Grant Administrator:	Doug Chadwick ,Undersheriff
Contractor's / Agency Name:	Washington State Military Department

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

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

Is this a grant agreement?
Yes ◉ No ○ If yes, grantor agency contract number(s): E23-059 CFDA#: 97.067-21HSGP (OSPG)

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

Is this contract the result of a RFP or Bid process?
Yes ○ No ◉ If yes, RFP and Bid number(s): _____ Contract Cost Center: 1003522004

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):
$ 156,292.50

This Amendment Amount:
$

Total Amended Amount:
$ 156,292.50

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:

Grant agreement supports enhanced cooperation and coordination among local, Tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the international borders of the United States. Funding provided by the U.S. Department of Homeland Security, Operation Stonegarden Program for Fiscal Year 2021.

Term of Contract: 9/1/2021	Expiration Date: 3/31/2024

Contract Routing:

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

Last edited 07/06/20

Washington State Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **Whatcom County** **Sheriff's Office** **311 Grand Avenue** **Bellingham, WA 98225-4048**	2. Grant Agreement Amount: **$156,292.50**	3. Grant Agreement Number: **E23-059**
4. Subrecipient Contact, phone/email: **Doug Chadwick, 360-778-6618** **dchadwick@co.whatcom.wa.us**	5. Grant Agreement Start Date: **September 1, 2021**	6. Grant Agreement End Date: **March 31, 2024**
7. Department Contact, phone/email: **Joshua Castillo, 253-316-6432** **Joshua.castillo@mil.wa.gov**	8. Unique Entity Identifier (UEI) **NT6RMN8THTN7**	9. UBI # (state revenue): **600-358-208**

10. Funding Authority:
Washington State Military Department (the Department) and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: **EMW-2021-SS-00083-S01**	12. Federal Award Date: **9/2/2021**	13. Assistance Listings # (formerly CFDA) # & Title: **97.067 - 21HSGP (OPSG)**
14. Total Federal Award Amount: **$14,284,938.00**	15. Program Index # & OBJ/SUB-OBJ: **713GA, 713GB, 713GF, 713GZ / NZ**	16. EIN **91-6001383**
17. Service Districts: BY LEGISLATIVE DISTRICTS: **39,40,42** BY CONGRESSIONAL DISTRICTS: **2**	18. Service Area by County(ies): **Whatcom**	19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☒ YES, OMWBE #_____

20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO	23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:

The objective of the Federal Fiscal Year (FFY) 2021 Homeland Security Grant Program (21HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 21HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 21HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

The Department is the Recipient and Pass-through Entity of the 21HSGP DHS Award Letter for Grant No. EMW-2021-SS-00083-S01, which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachment D), Budget (Attachment E), Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

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

1. **Applicable federal and state statutes and regulations**
2. **DHS/FEMA Award and program documents**
3. **Work Plan, Timeline, and Budget**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

_____
Signature Date
Regan Anne Hesse, Chief Financial Officer
Washington State Military Department

BOILERPLATE APPROVED TO FORM:
David B. Merchant, Assistant Attorney General (9/7/2021)

FOR THE SUBRECIPIENT:

_____
Signature Date
Satpal Singh Sidhu, County Executive, Whatcom County

_____
Signature Date
Tyler Schroeder, Deputy Executive, Whatcom County

APPROVED AS TO FORM (if applicable):
Approved via email BLG/DD 8/4/22
Applicant's Legal Review Date

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

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

	SUBRECIPIENT		DEPARTMENT
Name	**Doug Chadwick**	Name	**Joshua Castillo**
Title	**Chief**	Title	**Program Coordinator**
Email	**dchadwick@cowhatcom.wa.us**	Email	**joshua.castillo@mil.wa.gov**
Phone	**360-778-6610**	Phone	**253-316-6432**
Name	**Dawn Pierce**	Name	**Zoie Choate**
Title	**Sr. Administrative Assistant**	Title	**Program Manager**
Email	**dpierce@co.whatcom.wa.us**	Email	**zoie.choate@mil.wa.gov**
Phone	**360-778-6606**	Phone	**253-512-7461**
Name	**Donna Duling**	Name	**Courtney Bemus**
Title	**Financial Accountant**	Title	**Program Assistant**
Email	**dduling@co.whatcom.wa.us**	Email	**courtney.bemus@mil.wa.gov**
Phone	**360-778-6611**	Phone	**253-316-6438**

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of "*The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2021 Homeland Security Grant Program*" (hereafter "the NOFO") document, the *FEMA Preparedness Grants Manual* document, Version 2, published February 2021 (hereafter "the Manual"), the *DHS Award Letter for Grant No. EMW-2021-SS-00083-S01*, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 21HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 21HSGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 21HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO , the Manual, the *DHS Award Letter for Grant No. EMW-2021-SS-00083-S01* in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 21HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:

i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:

A. More than $35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.

B. Less than $35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.

ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimus rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at https://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.

g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.

k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.

m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.

n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3), activities in the format provided by the Department.

b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.

c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

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

e. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process.

4. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Inventory system records shall include:
   A. Description of the property;
   B. Manufacturer's serial number, model number, or other identification number;
   C. Funding source for the property, including the Federal Award Identification Number (FAIN);
   D. Assistance Listings Number (formerly CFDA number);
   E. Who holds the title;
   F. Acquisition date;
   G. Cost of the property and the percentage of federal participation in the cost;
   H. Location, use and condition of the property at the date the information was reported;
   I. Disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
   A. For Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
   B. For Equipment:

1) Items with a current per-unit fair-market value of five thousand dollars ($5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of five thousand dollars ($5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable categories for HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at https://www.fema.gov/grants/guidance-tools/authorized-equipment-list. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

   If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

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

   i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

   iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

g. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order must follow all associated equipment regulations in the 2 CFR 200.313 and must be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.

h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at https://www.fema.gov/grants/guidance-tools/environmental-historic all of which are incorporated in and made a part of this Agreement.

b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

a. The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions, Attachment B, A.10.

b. For all sole source contracts expected to exceed $250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

c. Monitoring activities may include, but are not limited to:

   i. Review of financial and performance reports;

   ii. Monitoring and documenting the completion of Agreement deliverables;

   iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;

   iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;

   v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and

   vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

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

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

9. NIMS COMPLIANCE

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for

multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. In order to receive FY 2021 federal preparedness funding, to include 21HSGP, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/sites/default/files/2020-07/fema_nims_implementation-objectives-20180530.pdf.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.

   a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

   b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

   c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

   d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).

2. The Budget (Attachment E) may include the following caps and thresholds:
   a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.

   b. At least twenty-five percent (25%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.

   c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, an amendment is required. Additional approval steps may also be required before the personnel percentage can be increased.

3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the

Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.

4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior written approval from the Department Key Personnel prior to attending training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.

5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) https://www.cisecurity.org/ms-isac/services/ncsr to benchmark and measure progress of improvement in their cybersecurity posture.

6. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. However, except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.

7. Subrecipients should document their preparedness priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at https://www.fema.gov/HSEEP and https://preptoolkit.fema.gov/.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 21HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 21HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2021-SS-00083-S01, which are incorporated in and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "**Investment**" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

d. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.

f. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

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

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

39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

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

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

1) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension.*" SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only

items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.

17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

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

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

A.18 NOTICES

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

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

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

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

A.25 RECORDS

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

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

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

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

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

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

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

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

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

A.30 TAXES, FEES AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

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

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

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

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

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

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

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

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

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

A.36 VENUE

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

A.37 WAIVERS

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

21HSGP Award Documents
EMW-2021-SS-00083-A03

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

Washington Military Department
Gail Cram
Building 20
Camp Murray, WA 98430 - 5122
Re: Amendment #: EMW-2021-SS-00083-A03

Dear Gail Cram,

The amendment to change the award information for Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) (Award #: EMW-2021-SS-00083-S01) has been approved on 02/18/2022. The changes to the award information are listed below.

Terms and Conditions Change:
The following Term and Condition has been added to your award:
Amended Summary Description of Award for Operation Stonegarden Allocation

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,428,138, Urban Area Security Initiative (UASI) funding in the amount of $6,250,000 (Seattle Area, $6,250,000), and Operation Stonegarden (OPSG) funding in the amount of $1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams $75,000; Clallam $100,000; Ferry $112,500; Island $100,000; Jamestown S'Klallam Tribe $80,000; Lower Elwha Tribe $75,000; Makah Tribe $75,000; Nooksack $99,000; Okanogan $100,000; Pend Oreille $150,000; Quileute Tribe $0; San Juan $100,000; Spokane $155,000; Stevens $150,000; Swinomish Tribe $75,000; Whatcom $160,300. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

The award information contained in this amendment supersedes award information listed in previous award packages and amendments. If you have any questions or concerns regarding your grant funds, please call 1-866-927-5646.

SHENAUZ SUBRINA WONG

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

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:	Washington Military Department
ORGANIZATION EIN:	91-6001095
ORGANIZATION DUNS:	808883383
ORGANIZATION UEI:	D2EJRGZ2PLG8
ORGANIZATION TYPE:	State governments
ORGANIZATION CONGRESSIONAL DISTRICT CODE:	WA-09
ORGANIZATION PHYSICAL ADDRESS:	Building 20 Camp Murray, WA 98430-5122
ORGANIZATION MAILING ADDRESS:	Building 20 Camp Murray, WA -
PROGRAM:	Homeland Security Grant Program
SOLICITATION NAME:	Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP)
SOLICITATION YEAR:	2021
SOLICITATION DESCRIPTION:	The FY 2021 HSGP provides funds to eligible entities to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.
AMENDMENT NUMBER:	EMW-2021-SS-00083-A03

Name of the AO who signed the amendment

SHENAUZ WONG

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Article I - Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the

DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,428,138, Urban Area Security Initiative (UASI) funding in the amount of $6,250,000 (Seattle Area, $6,250,000), and Operation Stonegarden (OPSG) funding in the amount of $1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams $75,000; Clallam $100,000; Ferry $112,500; Island $100,000; Jamestown S'Klallam Tribe $80,000; Lower Elwha Tribe $75,000; Makah Tribe $75,000; Nooksack $99,000; Okanogan $100,000; Pend Oreille $150,000; Quileute Tribe $60,300; San Juan $100,000; Spokane $155,000; Stevens $150,000; Swinomish Tribe $75,000; Whatcom $100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Amended Summary Description of Award for Operation Stonegarden Allocation

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,428,138, Urban Area Security Initiative (UASI) funding in the amount of $6,250,000 (Seattle Area, $6,250,000), and Operation Stonegarden (OPSG) funding in the amount of $1,606,800. The following counties shall receive OPSG subawards for the following amounts: Adams $75,000; Clallam $100,000; Ferry $112,500; Island $100,000; Jamestown S'Klallam Tribe $80,000; Lower Elwha Tribe $75,000; Makah Tribe $75,000; Nooksack $99,000; Okanogan $100,000; Pend Oreille $150,000; Quileute Tribe $0; San Juan $100,000; Spokane $155,000; Stevens $150,000; Swinomish Tribe $75,000; Whatcom $160,300. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article III - Funding Hold: SHSP National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and $353,303 of SHSP funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending SHSP funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each SHSP investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2021 Biannual Strategy Implementation Report (BSIR).

Cybersecurity $162,500
Kitsap, County of NP CS Project #2: Region 2 Cybersecurity Conference for Small Businesses and Non-Profits, $32,500
King, County of NP CS Project #4: Region 6 Team Awareness Kit, $50,000
King, County of NP CS Project #6: Region 6 Regional Cybersecurity Workshop and Training Resources, $80,000
Emerging Threats, $190,803
WA State Military Department NP ET Project #2: State Private Sector and Critical Infrastructure Program, $70,803
Clark, County of NP ET Project #6: Region 4 Personal Protective Equipment, $70,000
Clark, County of NP ET Project #12: Region 4 Target Hardening and Vulnerability Assessment, $50,000

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA Headquarters Preparedness Officer.

Article IV - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article V - Operation Stonegarden Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

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

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

Article VII - Universal Identifier and System of Award Management

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

Article VIII - Americans with Disabilities Act of 1990

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

Article IX - SAFECOM

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

Article X - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XI - National Environmental Policy Act

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

Article XII - Acknowledgement of Federal Funding from DHS

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

Article XIII - USA PATRIOT Act of 2001

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

Article XIV - Age Discrimination Act of 1975

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

Article XV - Civil Rights Act of 1964 - Title VI

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

Article XVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XVII - Notice of Funding Opportunity Requirements

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

Article XVIII - Trafficking Victims Protection Act of 2000 (TVPA)

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

Article XIX - Acceptance of Post Award Changes

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

Article XX - Non-Supplanting Requirement

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

Article XXI - Drug-Free Workplace Regulations

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

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXIII - Environmental Planning and Historic Preservation (EHP) Review

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

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

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

Article XXIV - DHS Specific Acknowledgements and Assurances

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

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

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

Article XXV - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template 2017.pdf as useful resources respectively.

Article XXVI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more

dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXVII - Debarment and Suspension

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

Article XXVIII - Activities Conducted Abroad

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

Article XXIX - Energy Policy and Conservation Act

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

Article XXX - Procurement of Recovered Materials

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

Article XXXI - Homeland Security Grant Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article XXXII - Terrorist Financing

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

Article XXXIII - Prior Approval for Modification of Approved Budget

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

Article XXXIV - Hotel and Motel Fire Safety Act of 1990

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

Article XXXV - Duplication of Benefits

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

Article XXXVI - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXVII - Reporting of Matters Related to Recipient Integrity and Performance

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

Article XXXVIII - Lobbying Prohibitions

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

Article XXXIX - False Claims Act and Program Fraud Civil Remedies

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

Article XL - Federal Debt Status

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

Article XLI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article XLII - Disposition of Equipment Acquired Under the Federal Award

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

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

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational

program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XLIV - Copyright

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

Article XLV - Reporting Subawards and Executive Compensation

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

Article XLVI - Use of DHS Seal, Logo and Flags

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

Article XLVII - Whistleblower Protection Act

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

Article XLVIII - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

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

Article XLIX - Patents and Intellectual Property Rights

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

Obligating Document for Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2021-SS-00083-S01	EMW-2021-SS-00083-A03	91-6001095	AMENDMENT	WX04670N2021T , WX04671N2021T , WX04674N2021T

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

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Gail Cram	2535127472	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
02/18/2022	PARS	Cost Reimbursement	09/01/2021	08/31/2024
			Budget Period	
			09/01/2021	08/31/2024

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2021-FA-GG01-P410--4101-D	$6,428,138.00	$0.00	$6,428,138.00	See Totals
Homeland Security Grant Program	97.067	2021-FA-GH01-P410--4101-D	$6,250,000.00	$0.00	$6,250,000.00	See Totals
Homeland Security Grant Program	97.067	2021-FA-GG02-P410--4101-D	$1,606,800.00	$0.00	$1,606,800.00	See Totals
TOTALS			**$14,284,938.0**	**$0.00**	**$14,284,938.0**	**$0.00**

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

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

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL OR DESIGNEE (at the time of the Award) (Name and Title) Daugherty, Bret Major General, The Adjutant General	SIGNATURE DATE 09/22/2021 16:48
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE

WORK PLAN

FFY21 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

Per the FY21 Preparedness Grants Manual, responsibilities of the Subrecipient include:

- Conduct operations on an as-needed basis throughout the length of the grant performance period;
- Integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas;
- Ensure all required reports, including reports from friendly forces, are submitted to Border Patrol and the State Administrative Agency (SAA), when applicable, in the proper format and within established timeframes;
- Ensure applicable OPSG derived data and applicable intelligence is shared with the designated fusion center in the state or high-risk urban areas;
- Request instruction and information from the SAA, when applicable, and/or Border Patrol and other Federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area;
- Provide the SAA and Border Patrol a single point of contact that maintains subject-matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures; and
- Assist as required with the coordination, management, and operational aspects of the grant.

BUDGET

The Budget (Attachment E) consists of the 21OPSG Operation Order Approval Letter and the Personnel Cap Waiver Approval Letter addressed to Adjutant General Daugherty on behalf of the Subrecipient.

Budget Categories	Original
Operational OT	$117,020.00
Fringe	$18,350.57
Equipment	$7,800.00
Fuel	$10,219.50
Maintenance	$0.00
Mileage	$1,164.80
Travel	$0.00
M&A (Subrecipient)	$0.00
Indirect Costs	$1,737.63
TOTAL	**$156,292.50**

- Expenditures in excess of the approved Personnel Cap Waiver amount will not be reimbursed until a FRAGO and a revised waiver letter is received by FEMA.

- A current approved Indirect Cost Rate Agreement must be provided to the SAA prior to requesting reimbursement of indirect costs. If the approved Indirect Cost Rate Agreement is updated, the updated Agreement must be submitted to the SAA before costs will be reimbursed.

- OPSG funds shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local, state, tribal, and Federal law enforcement agencies.

- All budget modifications require an approved FRAGO before any funds can be obligated. In addition to the approved FRAGO, cumulative transfers between budget categories more than 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department which includes a budget amendment.

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

June 22, 2022

Bret Daugherty
Adjutant General
Washington Military Department
Militia Drive, Building 20
Camp Murray, WA 98430-5122

Dear Adjutant General Daugherty:

Based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order as submitted is approved:

Operations Order No: 22-BLWBLW-10-001 V0
Fiscal Year: 2021
Amount Approved: $160,300.00
Operations Order Dates: 9/1/2021-8/31/2024
Recipient: Whatcom County

Expenditures from the Operations Order (OPORD) that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) are outlined below. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nation's borders. Please see below for all approved costs for this OPORD, and refer to the OPORD for specific items.

Category	Amount
Overtime:	$117,020.00
Fringe:	$18,350.57
Equipment:	$7,800.00
Fuel:	$10,219.50
Maintenance:	$0
Mileage:	$1,164.80
Travel:	$0
County M&A:	$0
State M&A:	$4,007.50
Indirect Cost:	$1,737.63
Total	**$160,300.00**

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at lindsey.tomes@fema.dhs.gov.

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Sincerely,

Lindsey Tomes
Preparedness Officer
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

June 16th 2022

Bret Daugherty
Adjutant General
Washington Military Department
Militia Drive, Building 20
Camp Murray, Washington 98430-5122

Dear Adjutant General Daugherty,

The Federal Emergency Management Agency (FEMA), Grant Programs Directorate has reviewed the request submitted by the Washington Military Department to waive the 50 percent Personnel Cap imposed by Section 2008 of the *Homeland Security Act of 2002*, Public Law 107-296, as amended (6 U.S.C. § 609).

Whatcom County has requested to expend $135,370.57, or approximately 87 percent of its total Fiscal Year 2021 Operation Stonegarden allocation of $156,292.50, on operational overtime and related personnel costs under Operations Order # 22-BLWBLW-10-001 V0. This request is consistent with the terms and conditions of the grant award and is necessary for the continued success of border security operations. This request is approved pursuant to the waiver authority provided by 6 U.S.C § 609(b)(2)(B).

As a reminder, future personnel waiver requests must be submitted to FEMA for prior approval. Please contact your Preparedness Officer, Lindsey Tomes, at lindsey.tomes@fema.dhs.gov or (202) 802-2755 if you have any questions.

Sincerely,

Stacey N. Street
Director
Office of Grants Administration

Cc: Willie G. Nunn, Regional Administrator, Region X
Kerry L. Thomas, Director, Preparedness Grants Division
Patrick Marcham, Grants Division Director, Region X
Virginia Warren, Deputy Director, Preparedness Grants Division
Mark Silveira, Branch Chief, Preparedness Grants Division
Lindsey Tomes, Preparedness Officer, Preparedness Grants Division

TIMELINE

Whatcom County Sheriff's Office
21OPSG Timeline

Date	Task
September 1, 2021	Grant Agreement Start Date
June 22, 2022	Operations Order approved by FEMA
October 1, 2022	Estimated date work will begin
NLT January 31, 2023	Submit Reimbursement Request
NLT April 30, 2023	Submit Reimbursement Request
NLT July 31, 2023	Submit Reimbursement Request
NLT October 31, 2023	Submit Reimbursement Request
NLT January 31, 2024	Submit Reimbursement Request
NLT February 24, 2024	In collaboration with U.S. Border Patrol, assess status of award. Determine if additional time is needed to complete operations and/or if there is a need to submit a FRAG Order changing the approved Operations Order.
March 31, 2024	Grant Agreement End Date. All work ceases.
NLT May 15, 2024	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

Grant Performance Period: September 1, 2021 - August 31, 2024

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-460

File ID:	AB2022-460	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/15/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Subrecipient Agreement between Whatcom County and City of Bellingham to provide for a pass-through grant for reimbursement of equipment costs to What-Comm Communications Center, in the amount of $126,251

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff memo, Proposed Agreement

Satpal Singh Sidhu
Whatcom County Executive

MEMORANDUM

To: Whatcom County Executive Satpal Sidhu
And Whatcom County Councilmembers

From: Suzanne Mildner, Grants Coordinator

Subject: Subrecipient Agreement for State Military Department Equipment Grant – City of Bellingham and What-Comm

Date: August 15, 2022

Enclosed for review and approval is a Subrecipient Agreement between Whatcom County and the City of Bellingham.

- **Background and Purpose**

The City of Bellingham's What-Comm Communication Center has been successful in receiving State Military funding to assist in reimbursing the costs associated with E911 equipment (eligible under WAC 118-66). This fund source is required to be processed through the County, and is being passed on by way of this Subrecipient Agreement to What-Comm (City of Bellingham). This will cover eligible equipment expenses up to a total amount of $126,251.

- **Funding Amount and Source**

The funding for this contract will come from the Washington State Military Department. The supplemental budget request was introduced to the County Council at the August 8th meeting, and signing of this agreement will be contingent upon the authorization of the budget on September 13, 2022.

- **Differences from Previous Contract**

This is a reimbursement contract, similar to grants received in 2017 and 2018.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 202208007

Originating Department:	Executive
Division/Program: *(i.e. Dept. Division and Program)*	Non-Departmental
Contract or Grant Administrator:	Suzanne Mildner
Contractor's / Agency Name:	City of Bellingham

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

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: _____
(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): 202207007

Is this contract the result of a RFP or Bid process?
Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Contract Cost Center: 4047

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):
$ 126,251

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

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

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

Summary of Scope: This subrecipient agreement provides for pass-through funding from the Washington State Military Department. It is directed to the City of Bellingham's What-Comm Communications Center in support of reimbursement for E911 capital equipment expenses.

Term of Contract: 13 months	Expiration Date: 8/15/23

Contract Routing:

1. Prepared by:	sm	Date: 7/11/22
2. Attorney signoff:	Christopher Quinn	Date: 7/11/22
3. AS Finance reviewed:	M Caldwell	Date: 7/14/22
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:	✓	Date: 7-29-22
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 02/15/18

SUB-RECIPIENT AGREEMENT
BETWEEN
WHATCOM COUNTY
AND
CITY OF BELLINGHAM, WHAT-COMM COMMUNICATIONS CENTER

THIS SUB-RECIPIENT AGREEMENT is made and entered into, by and between, Whatcom County, hereinafter referred to as the "County", and the City of Bellingham, What-Comm Communications Center, herein after referred to as the "Agency".

This is a subgrant of the Washington State Military Department (Department) Contract Number E22-310 between the Department and the County; funding Source: RCW 38.52.510, .540, .545 and Chapter 118-66 WAC.

The purpose of this subaward is to provide funding for certain approved incurred eligible Equipment expenses as described in WAC 118-66 and E911 policies.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

SPECIAL TERMS AND CONDITIONS

Statement of Work:

The Agency shall fulfill and abide by all the terms and conditions specified as applicable to the County in Contract E22-310 between the Department and the County (attached hereto as Exhibit A).

Period of Performance:

The period of performance of this Agreement shall commence on July 1, 2022 and be completed by August 15, 2023. Approved expenses must be incurred no earlier than July 1, 2021 and no later than June 30, 2023.

In Consideration Whereof:

The maximum amount of this Agreement allocated to the Agency is **$126,251**, subject to the completion of the Statement of Work as described above. The Agency shall provide invoices for actual costs in accordance with Contract E22-310. All reimbursement requests must include supporting documentation to prove each expenditure and be submitted to the County, with the final reimbursement request being submitted to the County by no later than July 14, 2023. The County shall reimburse the Agency within 30 days of receipt of reimbursement from the Department.

Compliance:

This agreement incorporates Washington State Military Department Contract Number E22-310 as Exhibit A to this agreement. The Agency shall fulfill and abide by all the terms and conditions specified as applicable to the County in that agreement. The Agency is also subject to all recapture provisions of said contract. Furthermore, the City of Bellingham (WHAT-COMM Communications Center) will be soley responsible for the maintenance required, as outlined in Attachment F to said contract. Specifically, the Agency will own all purchased equipment and will be responsible for recording and maintaining the equipment in the Agency's equipment inventory system, retaining such records in accordance with the provisions set forth in Section VII(H) of said contract.

Agency Representatives:

The following persons or their successors represent the parties in matters involving this Agreement:

For the County:
Suzanne Mildner, Grant Coordinator
Whatcom County Executive Office
360-778-5211

For the Agency:
Alysn Everbeck
Deputy Director and E911 Coordinator
What-Comm Communications Center
City of Bellingham
360-778-8902

Termination of Contract:

If, through any cause, the Agency fails to fulfill in a timely and proper manner its obligations under this contract or if the Agency violates any of the stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold any remaining allocation, if such default is not corrected in a timely manner after submitting written notice to the Agency describing such default or violation. Otherwise, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least ten (10) days prior to such date.

Reimbursement for services performed by the Agency and not otherwise paid for by the County prior to the effective date of termination, shall be as the County reasonably determines. The County reserves the right to terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funding from the source of these grant funds, provided that such funds are the basis for this contract.

ALL WRITINGS CONTAINED HEREIN

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement, on the day and year indicated below:

WHATCOM COUNTY:

_____
Whatcom County Executive

_____
Date

CITY OF BELLINGHAM:

_____
Seth Fleetwood, Mayor

_____
Date

Department Head Approval:

_____
Rebecca Mertzig, Chief of Police

Approved as to Form:

8/5/22
Civil Deputy Prosecutor

Approved as to Form:

_____
Office of the City Attorney

Attest:

_____
Finance Director

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

Exhibit "A"

WHATCOM COUNTY CONTRACT NO. 202207007

SECO COUNTY Equipment Contract SFY 2022/23

CONTRACT FACE SHEET

1 Contractor Name and Address: **Whatcom County Agency (COUNTY) 620 Alabama Street Bellingham, Washington 98225**	2. Contract Amount: **$126,251**	3. Contract Number **E22-310**
4. Contractor's Contact Person, phone number: **Alysn Everbeck / 360.778.8902 aleverbeck@cob.org**	5. Contract Start Date **July 1, 2021**	6. Contract End Date **August 15, 2023**
7. MD Program Manager/phone number: **Teresa Lewis/253.512.7481 teresa.lewis@mil.wa.gov**	8. Unique Entity Identifier Number (UEI #): **NT6RMN8THTN7**	9. UBI # (state revenue): **371-010-246**

10. Funding Authority: **Washington State Military Department** and **State 911 Funds**

11. Funding Source Agreement #: **RCW 38.52.510, .540, .545 WAC Chapter 118-66**	12. Program Index# & Obj/SubObj: **79282 / NZ**	13. CFDA # & Title: **NA**	14. TIN or SSN: **91-6001383**
15. Service Districts: (BY LEGISLATIVE DIST): **40th & 42nd** (BY CONGRESSIONAL DIST): **2nd**	16. Service Area by County(ies): **Whatcom**	17. Women/Minority-Owned, State Certified? ☐ N/A ☐ NO☐ YES, OMWBE #	

18. Contract Classification:
☐ Personal Services ☐ Client Services ☒ Public/Local Gov't
☐ Collaborative Research ☐ A/E ☐ Other

19. Contract Type (check all that apply):
☒ Contract ☐ Grant ☐ Agreement
☐ Intergovernmental (RCW 39.34) ☐ Interagency

20. Contractor Selection Process:
☒ "To all who apply & qualify" ☐ Competitive Bidding
☐ Sole Source ☐ A/E RCW ☐ N/A
☐ Advertised? ☐ YES ☒ NO

21. Contractor Type (check all that apply):
☐ Private Organization/Individual ☐ For-Profit
☒ Public Organization/Jurisdiction ☐ Non-Profit
☐ VENDOR ☐ SUBRECIPIENT ☒ OTHER

22. BRIEF DESCRIPTION:
This is a reimbursement contract. Reimbursement is limited to the maximum equipment contract amount, services, and other listed budget categories on an actual cost basis for certain eligible, approved, and incurred equipment expenses as described in WAC 118-66 and the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, incorporated herein by reference in the amounts described in the Budget Sheet (Attachment E).

IN WITNESS THEREOF, the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Equipment Contract Reimbursement Schedule (Attachment D), Budget Sheet (Attachment E), and the Equipment Maintenance Certification Log (Attachment F) govern the rights and obligations of the Parties to this Contract.

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

(a) Applicable State Statutes and Regulations
(b) Statement of Work
(c) Special Terms and Conditions
(d) General Terms and Conditions, and
(e) Any other provisions of the Contract incorporated by reference.

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

WHEREAS, the Parties hereto have executed this Contract on the day and year last specified below.

FOR THE DEPARTMENT:

Signature 7/14/2022 Date

Regan Anne Hesse, Chief Financial Officer
Washington State Military Department

APPROVED AS TO FORM
Dierk Meierbachtol (signature on file) 3/14/2022
Assistant Attorney General

FOR THE COUNTY:

Satpal Sidhu 7/13/22
Signature Date

Satpal Singh Sidhu
Satpal Singh Sidhu
County Executive

SPECIAL TERMS AND CONDITIONS

I. INTRODUCTION:

The DEPARTMENT through the State 911 Coordination Office (SECO) coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse the COUNTY for eligible expenses from appropriated excise tax revenue retained in the state 911 Account.

II. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

	COUNTY:		DEPARTMENT:
Name	Alysn Everbeck	**Name**	Teresa Lewis
Title	Deputy Director of Operations / 911 Coordinator	**Title**	SECO County Assistance Program Manager
E-Mail	aleverbeck@cob.org	**E-Mail**	teresa.lewis@mil.wa.gov
Phone	360.778.8902	**Phone**	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state 911 funds have been established by both the state legislature and the DEPARTMENT:

A. RCW 38.52.540(1) provides that funds from the state E911 Account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";

B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";

C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";

D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;

E. WAC 118-66-040 describes County eligibility for funding; and

F. WAC 118-66-045 describes WSP eligibility for funding; and

G. WAC 118-66-050 lists expenses that "may be eligible for reimbursement based on a reasonable prioritization by the state 911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:

A. Consistent with the statutes and regulations cited herein, this Contract allows reimbursement solely for certain approved eligible expenses described in WAC 118-66 incurred by the COUNTY, in support of 911 calls originating in the county, including eligible expenses in the following prioritization: (1) 911 statewide dialing; (2) 911 basic service; and (3) capital items. Payment for 911 statewide dialing will be made, contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66. In the event of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, will be transferred to the individual counties, on a pro rata basis. This Contract contains one category of eligible expenses:

1. Equipment expenses are only reimbursed pursuant to this Contract. Equipment expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66 and defined in the SECO Policies and set out in Section VII D of this Contract. Equipment funding is only available when the COUNTY has:

   a. Imposed the maximum county enhanced 911 tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2); and

   b. Expended its local revenue on eligible 911 expenses and needs additional reimbursement assistance to meet its eligible operational expenses; and

   c. Eligible enhanced 911 expenses as described in WAC 118-66-040; and

   d. A 911 system that is completely enhanced for wireline and wireless 911 services.

B. Expenses.

1. General Reimbursement Requirements for COUNTY:

   a. Contingent upon funding availability, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66;

   b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy as provided in Section VII D of this Contract;

   c. In the event funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;

   d. Funding is for primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy as provided in Section VII D of this Contract;

2. Ineligible Items:

   Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the equipment of the 911 System, are not eligible for state financial assistance or reimbursement under this Contract.

3. Expense Documentation and Approval:

   a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT, including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;

   b. COUNTY must submit eligible Expense Reports and/or requests for reimbursement (including additional hard copy documentation required by an "Action Plan" due to audit findings), so they are received by the DEPARTMENT by the last day following the month in which payment was made;

   c. Expenses contained in Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed;

d. Expense Reports will be processed in the order received by the DEPARTMENT;

e. The DEPARTMENT may request additional documentation and/or information from the COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;

f. Prior to purchasing or leasing any equipment or software, COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2021,** and **June 30, 2023** (the Performance Period). Work started prior to July 1, 2021, and/or not complete by June 30, 2023, will be considered outside the Performance Period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local 911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the 911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive, or expend funds under this Contract for wireline and wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(1) for switched access lines. The COUNTY further warrants that it will not request, receive, or expend funds under this Contract for wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(2) for radio access lines.

B. **Use of Funding:** The COUNTY warrants that the funds provided by the DEPARTMENT, as described in the Budget attached as Attachment E, shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66 and the SECO policies incorporated herein that are necessary to operate 911 countywide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this Contract, for approved expenses described in WAC 118-66 that are incurred during the Performance Period.

C. **Consolidation:** If the COUNTY receives funds under this Contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this Contract. Failure to comply with this requirement requires the COUNTY to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this Contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.

D. **SECO 911 Policies:** The COUNTY agrees to abide by all of the following SECO Policies, as written and/or amended, available at the SECO Laws and Regulations website and incorporated by reference:

- SECO County/WSP Communications Equipment Contract/Federal Grant Policy (PDF);
- SECO Statewide Services Support Policy (PDF);
- SECO Salaries and Benefits Summary (PDF).

E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this Contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

Financial Reports	#/Copies	Completion Date
Expense Reports	**1**	**No later than 30 days following the end of the month**
Mid-Year Budget Review	**1**	**January 31, of each year**
SECO Equipment Grant – Quarterly Progress Report	**4/8**	**Required quarterly (every three months)**
Final Reimbursement Request	**1**	**July 31, 2023**

All contract work must not start prior to July 1, 2021, and must be delivered, installed, completed, and accepted by June 30, 2023. The COUNTY may submit the final report by July 31, 2023, as described above. Final billing not received by July 31, 2023, will not be processed.

F. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the equipment category as needed. Budget categories are as specified or defined on the budget sheet of the Contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

G. **Compliance with Law:** The COUNTY will comply with all state and federal laws applicable to counties.

H. **Equipment Management:** All equipment purchased under this Contract by the COUNTY will be recorded and maintained in the COUNTY's equipment inventory system.

1. All equipment purchases reimbursed through this Contract will be owned by and will be the sole responsibility of the COUNTY.
2. The COUNTY shall be responsible for any and all operational and maintenance expenses and for the safe operation of its equipment, including any and all liability rising for the equipment's use. The COUNTY shall develop an appropriate maintenance schedule and procedure to ensure the equipment is well maintained and kept in good operating condition, for the purpose of reducing the need for future reimbursements from the state 911 Account.
3. The COUNTY shall maintain equipment records that include the following: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment; the property's title holder; the acquisition date; the cost of the equipment; the location, use, and condition of the equipment at the date the information was reported; and disposition data, including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the COUNTY for a period of six years from the date of the equipment's disposition, replacement, or transfer. If any litigation, claim, or audit commences before the expiration of the six-year period, the records shall be retained by the COUNTY until all litigation, claims, or audit findings involving the records have been resolved.
5. The COUNTY shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the COUNTY to determine the cause of the difference. The COUNTY shall, in connection with the inventory, verify the existence of the equipment, current utilization of the equipment, and continued need for the equipment by the COUNTY.
6. The COUNTY shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated, and a report generated and sent to the DEPARTMENT.

I. **Responsibility for Project/Statement of Work/Work Plan:** While the DEPARTMENT undertakes to assist the COUNTY with the project/statement of work/work plan (project) by providing state excise tax funds pursuant to this Contract, the project itself remains the sole responsibility of the COUNTY. The DEPARTMENT accepts no responsibility to the COUNTY, or to any third party, other than as is expressly set out in this Contract.

The responsibility for the design, development, construction, implementation, operation, and maintenance of the project, as these phrases are applicable to this project, is solely that of the

COUNTY, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the COUNTY shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

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

VIII. 'THE MILITARY DEPARTMENT AGREES TO:

A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), and upon satisfactory completion of tasks and documentation of costs as required under this Contract, the DEPARTMENT will reimburse the COUNTY up to the maximum of **$126,251**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO County Communications Equipment Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.

B. If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

C. Conditioned upon the COUNTY's fulfillment of its obligations under this Contract, the DEPARTMENT will provide ESINet services to the COUNTY within available funds.

GENERAL TERMS & CONDITIONS

1) **DEFINITIONS:** As used throughout this Contract, the following terms shall have the meanings set forth below:

   a. "**DEPARTMENT**" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State 911 Coordination Office (SECO).

   b. "**COUNTY/WSP**" shall mean the named county or the Washington State Patrol Communications Division performing services under this Contract or grant. It shall include any subcontractor retained by the COUNTY/WSP as permitted under the terms of this Contract.

   c. "**Subcontractor**" shall mean one, not in the employment of the COUNTY/WSP, who is performing all or part of those services under this Contract under a separate contract with the COUNTY/WSP. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

   d. **"PSAP"** means Public Safety Answering Point as defined in WAC 118-66.

   e. "**WAC**" is defined and used herein to mean the Washington Administrative Code.

   f. "**RCW**" is defined and used herein to mean the Revised Code of Washington.

2) **ACCESS TO PUBLIC RECORDS:**

   a. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.

   b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and methodology for those models.

   c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.

3) **ADVANCE PAYMENTS PROHIBITED**: No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.

4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its' implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES**: The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics laws

and policies; Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY's noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties and any oral understanding or agreements shall not be binding.,

8) **COUNTY NOT EMPLOYEE OF DEPARTMENT:** The COUNTY, and/or employees, subcontractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington in their own right.

9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act, or a court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties

10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.

11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.

12) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder, including the performance of any subcontractor(s).

13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this Contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this Contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.

14) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as

provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees, and agents, through self insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.

15) **LEGAL RELATIONS:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

16) **LIABILITY:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

17) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the authorized person.

18) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.

19) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned, or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

20) **NONDISCRIMINATION:** During the performance of this Contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The COUNTY shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or 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. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

b. The COUNTY shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or 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. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.

21) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the Contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.

22) **RECORDS, MONITORING AND AUDIT ACCESS:**

a. The COUNTY shall perform under the terms of the Contract, and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.

b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.

c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.

d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.

23) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

24) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Contract. All contracts and sub-contracting agreements, entered into, pursuant to this Contract shall incorporate this Contract by reference.

25) **TERMINATION:**

a. If, through any cause, the COUNTY or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall thereupon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.

b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.

c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.

d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.

26) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.

27) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this Contract, all assets, including equipment, purchased through this Contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

28) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator, and attached to the original Contract.

STATEMENT OF WORK
SECO COUNTY EQUIPMENT CONTRACT - SFY2022/23
July 1, 2021 – June 30, 2023

BASIC LEVEL OF OPERATING SERVICES

- Maintenance Deliverables
  - The County will maintain the equipment per manufacturer's recommendations.
  - The County will complete and return to the DEPARTMENT the equipment maintenance certification log (See Attachment F).

EQUIPMENT

- Equipment purchases are limited to eligible expenses outlined in WAC 118-66 and in accordance with Budget Sheet (See Attachment E).
- Capital equipment purchases must be pre-approved by the SECO.

SECO EQUIPMENT CONTRACT REIMBURSEMENT SCHEDULE

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State 911 Coordinator.
S1	Customer Premise Equipment (CPE) /Telephone System	Purchase or lease and installation of the hardware and software components required to support a CPE/ Telephone system including spares kit that are compliant or compatible with future NG911 Technology requirements.
S1.2	CPE CPU	Replacement of CPE system Central Processing Units (CPU) at the call receiver workstation based on a **five-year** life cycle.
S1.3	CPE Server	Replacement of CPE system call processing server at the backroom CPE, based on a **five-year** life cycle.
S2	ANI/ALI Display Equipment	Replacement of ANI/ALI display equipment. Capped at **$500** per approved PSAP call receiver workstation, based on a **five-year** life cycle.
S3	PSAP Mapping	Hardware and software capable of converting latitude and longitude (and, when available, altitude) to a map display at the 911 call receiver workstation. Can be part of CPE, Computer Aided Dispatch (CAD) or standalone system, but only eligible under one category.
S3.2	Data migration to new mapping platform/software	Migration to new mapping platform or software is capped at **$15,000** per PSAP.
S3.3	PSAP Mapping CPU	Replacement of PSAP Mapping System Central Processing Units (CPU) at the call receiver workstation based on a **five-year** life cycle. *For stand-alone systems, only.*
S3.4	PSAP Mapping Server	For the mapping administrator to manipulate the mapping data prior to movement to the mapping system, based on a **five-year** life cycle.
B1	Uninterruptible Power Supply (UPS)	Purchase or lease and installation of the hardware and software components required to support PSAP WAC eligible equipment which should provide a minimum of 30 minutes of operations.
B1.2	UPS Battery Replacement	Replacement of batteries, to include an entire battery bank.
B7.1	911 GIS Modernization	Hardware, software, and services used by the 911 MSAG/Mapping/GIS Coordinator to create, edit, and maintain GIS Data used in call routing and synchronization of ALI & GIS data. Calculated at **$10,000** (per contract year).
B8	Instant Call Check	Equipment that records 911 call conversations for immediate playback on demand. One per approved PSAP call receiver workstation, telephone only (i.e. no radio) may be part of CPE system.

B9	Mapping Display Equipment	Equipment capable of displaying 911 call locations on a map. Capped at **$500** per approved PSAP call receiver workstation based on **five-year** life cycle.
B10	911 Management Information Systems (MIS)	Equipment that collects, stores, and collates 911 call data into reports and statistics.
B11	Call Detail Recorder or Printer	Purchase or lease and installation of the hardware and software components required to support the call detail recorder or printer.
C1	Logging Recorder for 911 Calls	Purchase or lease and installation of the hardware and software components required for basic logging/voice recorder as recommended by NENA standards.
C2	Computer-Aided Dispatch (CAD) System Hardware and Software	Purchase or lease and installation of the hardware and software basic components. At a minimum shall consist of hardware, call entry module, Teletype interface and ANI/ALI controllers. CAD could also include PSAP Mapping.
C2.3	CAD CPU	Replacement of CAD CPU at the PSAP call receiver workstation based on a **five-year** life cycle.
C2.4	CAD Server	Replacement of CAD call processing server based on a **five-year** life cycle.
C2.5	CAD Display Equipment	Replacement of display equipment is capped at **$1,000** per approved PSAP call receiver workstation, based on a **five-year** life cycle.
C3	Auxiliary Generator	Purchase or lease and installation of an auxiliary generator to support 911 telephone services for back-up purposes. Shall not exceed **$40,000** and the expense must be pro-rated if used for other than PSAP operations.
C4	Clock Synchronizer	Purchase or lease and installation of the hardware and software necessary to integrate master clock signaling to the PSAP's electronic systems.
C5	Console Furniture	Purchase of console furniture for 911 call receiving equipment is capped at **$15,000** per approved call receiver workstation with a **ten-year** life cycle.

ATTACHMENT E

BUDGET SHEET
SECO COUNTY EQUIPMENT CONTRACT – SFY2022/23
July 1, 2021 – June 30, 2023

	SFY2022/23
Capital Equipment	**$ 157,813**
County Match Amount	**$ 31,562**
TOTAL CONTRACT NOT TO EXCEED	**$ 126,251**

EQUIPMENT MAINTENANCE CERTIFICATION LOG
SECO COUNTY EQUIPMENT CONTRACT – SFY2022/23
July 1, 2021 – June 30, 2023

Whatcom County certifies that all maintenance has been scheduled and completed on an annual basis for the following equipment:

Equipment	Vendor/ Inhouse	Vendor Name	Anticipated/Scheduled Timeframe
Customer Premise Equipment (CPE)	Vendor & Inhouse	Intrado	Continuous updates/maint Scheduled for replacement 2023
PSAP Mapping	Vendor & Inhouse	Versaterm	ongoing updates
Uninterruptible Power Supply (UPS)	Inhouse		Batteries replaced as needed
Instant Call Check	Vendor	Intrado	replace with CPE in 2023
911 Management Information System (MIS)	Vendor	Intrado	Maint thru 2022. Scheduled for replacement 2023
Call Detail Recorder/Printer	Vendor	Intrado	replace in 2023
Logging Recorder	Vendor	Evantide	current maint. agreement
Computer-Aided Dispatch System	Vendor	Versaterm	ongoing/maint. contract
Auxiliary Generator	Inhouse		Quarterly maint.
Clock Synchronizer	Inhouse		replace when necessary
Call Receiver Console Furniture	Vendor & Inhouse	Evans	Furniture is under warranty

Satpal Singh Sidhu

Signature (name and title)

Satpal Singh Sidhu
County Executive

7/13/22

Date

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-461

File ID:	AB2022-461	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/16/2022	**Entered by:**	JThomson@co.whatcom.wa.us		
Department:	Health Department	**File Type:**	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Health Care Authority to establish an alternative response team to respond to 911 calls that do not require law enforcement, in the amount of $2,213,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Agreement

WHATCOM COUNTY
Health Department

Erika Lautenbach, Director

Amy Harley, MD, MPH, Co-Health Officer
Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Washington State Health Care Authority – Alternate Response Team Pilot Program

DATE: August 16, 2022

Attached is a contract between Whatcom County and Washington State Health Care Authority for your review and signature.

- **Background and Purpose**

The purpose of this Agreement is for Whatcom County to establish an Alternative Response Team Pilot Program to respond to 911 calls that do not require law enforcement. The Pilot Program is a cross-system project intended to test the efficacy of deploying teams of responders to behavioral health and other low-risk crises, in order to appropriately serve the persons involved and divert those calls from law enforcement. Ultimately, the goal of the program is to connect persons in behavioral health and related crises with ongoing services that will improve the health and well-being, while also reducing criminogenic behavior, when present.

- **Funding Amount and Source**

Funding for this Agreement, in the amount of $2,213,000, is provided by the Washington State Health Care Authority's Division of Behavioral Health and Recovery. These funds will be included in the 2022-2023 budgets. Council approval is required per WCC 3.06.010(B), as funding exceeds $40,000.

Please contact Dean Wight, Special Projects Manager at 360-778-6036 (DWight@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.
202208008

Originating Department:	85 Health
Division/Program: *(i.e. Dept. Division and Program)*	Response Systems Division / Alternative Response Team
Contract or Grant Administrator:	Dean Wight
Contractor's / Agency Name:	Washington State Health Care Authority

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?		If yes, grantor agency contract number(s):	K6144	CFDA#:	
Yes ☒	No ☐				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):			
Yes ☐	No ☐				

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

Is this agreement excluded from E-Verify?	No ☐	Yes ☒	

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):

$ 2,213,000

This Amendment Amount:

$

Total Amended Amount:

$

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

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

Summary of Scope: The purpose of this Agreement is for Whatcom County to establish an alternative response team pilot program to respond to 911 calls that do not require emergency medical services or law enforcement.

Term of Contract:	9.5 Months	Expiration Date:	06/30/2023

Contract Routing:				
1. Prepared by:	JT	Date:	08/11/2022
2. Attorney signoff:	RB	Date:	08/12/2022
3. AS Finance reviewed:	M Caldwell	Date:	8/11/22
4. IT reviewed (if IT related):		Date:	
5. Contractor approved:		Date:	
6. Submitted to Exec.:		Date:	
7. Council approved (if necessary):	AB2022-461	Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	

Washington State Health Care Authority	**INTERAGENCY AGREEMENT for ALTERNATE RESPONSE TEAM PILOT PROGRAM**	HCA Contract Number: K6144 Whatcom County Contract Number: 202208008

THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and Whatcom County Health Department, pursuant to the authority granted by Chapter 39.34 RCW.

CONTRACTOR NAME		CONTRACTOR DOING BUSINESS AS (DBA)		
Whatcom County Health Department				
CONTRACTOR ADDRESS 509 Girard Street, Bellingham	Street	City Bellingham	State WA	Zip Code 98225
CONTRACTOR CONTRACT MANAGER Dean Wright	CONTRACTOR TELEPHONE (360) 778-6000	CONTRACTOR E-MAIL ADDRESS DWight@co.whatcom.wa.us		

HCA PROGRAM	HCA DIVISION/SECTION
Division of Behavioral Health and Recovery (DBHR)	Adult Substance Use Disorder (SUD)
HCA CONTRACT MANAGER NAME AND TITLE Wolkin, Liz	HCA CONTRACT MANAGER ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTRACT MANAGER TELEPHONE (360) 725-5734	HCA CONTRACT MANAGER E-MAIL ADDRESS Liz.wolkin@hca.wa.gov

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
Date of Execution	June 30, 2023	$2,213,000.00

PURPOSE OF CONTRACT:

The purpose of this Agreement is for Whatcom County to establish an alternative response team pilot program to respond to 911 calls that do not require emergency medical services or law enforcement.

The parties signing below warrant that they have read and understand this Agreement, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE

APPROVAL AS TO PROGRAM: Approved by email DW/JT 08/11/2022
Dean Wight, Special Projects Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Director Date

APPROVAL AS TO FORM: Approved by email RB/JT 08/12/2022
Royce Buckingham, Senior Civil Deputy Prosecutor Date

Washington State Health Care Authority
626 8th Avenue SE
Olympia, WA 98504
360-725-5734
Liz.wolkin@hca.wa.gov

1. DEFINITIONS

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of the person's authority.

"Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

"Contract" or "Agreement" means the entire written agreement between HCA and the Contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this contract shall be the same as delivery of an original. Contract and Agreement may be used interchangeably.

"**Contractor"** means Whatcom County, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

"Data" means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

"Health Care Authority" or **"HCA"** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

"Services" means all work performed or provided by Contractor pursuant to this Contract.

"Statement of Work" or **"SOW"** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is attached as Schedule A.

"Subcontractor" means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term "Subcontractor" means subcontractor(s) of any tier.

2. STATEMENT OF WORK

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Schedule A: Statement of Work.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on date of last signature, and will be completed on June 30, 2023, unless terminated sooner or extended upon written agreement between the parties.

4. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed $2,213,000.00. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services will be based on the following rates or in accordance with the following terms set forth in Schedule A: Statement of Work.

5. BILLING PROCEDURE

Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: liz.wolkin@hca.wa.gov Include the HCA Contract number in the subject line of the email.

Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. Any single expense in the amount of $50.00 or more must be accompanied by a receipt in order to receive reimbursement. All invoices will be reviewed and must be approved by the Contract Manager or designee prior to payment.

Contractor must submit properly itemized invoices to include the following information, as applicable:

a. HCA Contract number K6144;

b. Contractor name, address, phone number;

c. Description of Services;

d. Date(s) of delivery;

e. Net invoice price for each item;

f. Applicable taxes;

g. Total invoice price; and

h. Payment terms and any available prompt payment discount.

Contractor will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.

Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

6. ACCESSIBILITY

REQUIREMENTS AND STANDARDS . Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

DOCUMENTATION. Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria , including records of any testing or simulations conducted.

REMEDIATION. If the Contractor claims that its products or services satisfy the applicable requirements and standards specified in this Section and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

DEFINITION. Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment;

customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

7. AGREEMENT CHANGES, MODIFICATIONS 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 an Authorized Representative of each party.

8. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

9. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, 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 will not be unreasonably withheld.

10. CONTRACT MANAGEMENT

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

11. DISALLOWED COSTS

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

12. DISPUTES

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

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 will 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:

13.1. Applicable state and federal statutes and rules;

13.2. Schedule A, Statement of Work; and

13.3. Any other provisions of the agreement, including materials incorporated by reference.

14. INDEPENDENT CAPACITY

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

15. RECORDS MAINTENANCE

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

16. TREATMENT OF ASSETS

16.1. Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Agreement. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Agreement, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of

which is reimbursable to the Contractor under this Agreement, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Agreement, (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

16.2. Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Agreement. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

16.3. Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

16.4. Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

16.5. Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Agreement.

17. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

18. CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which

may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

19. SEVERABILITY

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

20. FUNDING AVAILABILITY

HCA's ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, orto renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

21. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22. TERMINATION FOR CAUSE

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

23. WAIVER

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute 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

.

24. ALL WRITINGS CONTAINED HEREIN

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

25. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

Schedule A: Statement of Work

Whatcom County Alternative Response Team Program

1. Purpose

The purpose of this Agreement is for Whatcom County to establish an alternative response team pilot program to respond to 911 calls that do not require emergency medical services or law enforcement.

2. Performance Expectations

Whatcom County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

2.1 Develop and submit overview of alternative response team pilot program (ART program) including days and times covered by program and a project timeline covering Fiscal Year 23.

2.2 Develop and submit an operating expenses budget, to include personnel, maintenance, and utility expenses, to the amount of $587,000 for contract manager approval.

2.3 Develop and submit detailed plans for communication protocols both internally (between the triage team and the response team) and externally (between internal teams and 911 dispatch, emergency medical services, and law enforcement). Ensure that communication protocols include equipment to be used and a process for emergency response by external partners.

2.4 Develop position descriptions and recruit new team members for the ART program.

2.5 Train alternative response team members and all other respondents on trauma informed care, harm reduction, and/or other evidence-based approaches to reducing harm in crisis encounters.

2.6 Create two-way communication plan that allows for program to be meaningfully promoted in the community and provides accessible avenues for community member feedback, including the feedback of individuals receiving alternative response team services.

2.7 Create program evaluation plan including data to be collected and methods for program evaluation. Include equity measures, performance monitoring, community impact, financial implications, and emergency medical services/emergency department/law enforcement impact in evaluation metrics, including how the results will be shared with other counties. Data collected for the purpose of evaluation and reporting must be de-identified aggregate and volumes less than ten (10) must be obscured.

2.8 Submit expenditure or encumbrance (in the case of vehicle purchase) documentation to contract manager for supplies and performance-based deliverables for reimbursement.

3. Cost Reimbursement of Supplies.

HCA will reimburse Whatcom County for cost of the following supplies:

Item	Maximum Reimbursement Cost
Facility renovation and equipment	$1,477,000
Alternative response transport vehicles	$149,000

3.1 Whatcom County will provide HCA Contract Manager copies of authorized Purchase Orders and documentation related to the purchase of the alternative response transport vehicles prior to HCA reimbursement.

- Purchase Orders must include, but are not limited to, the following information; vehicle make and model, order date, vehicle cost total, vehicle year and any other relevant information Whatcom County may provide.

4. Program Evaluation Report

4.1 Whatcom County shall submit a final evaluation report to the HCA Contract Manager. The report shall include a summary of program successes and challenges and will share any information the Contractor deems relevant.

5. Deliverables Table.

5.1 Total consideration payable to the Whatcom County for satisfactory performance of the work under this Agreement is up to a maximum of $2,213,000 including all expenses; and shall be based on the following Deliverables Table. Invoices must describe and document to HCA's satisfaction a description of the work performed. Whatcom County will invoice HCA upon completion of timely deliverables in accordance with the deliverable descriptions and payment amounts below.

Ref	Description	Due Date	Amount
3.1	Alternative response transport vehicles	As Incurred	$149,000
3. 2.8	Facility renovation and equipment	As Incurred	$1,477,000
2.1	ART program overview	August 31, 2022	$83,858
2.2	Operating expenses budget	August 31, 2022	$83,857
2.3	Communications plans	August 31, 2022	$83,857
2.4	Position descriptions/recruitment	September 15, 2022	$83,857

2.5	ART and partner training	October 1, 2022	$83,857
2.6	Communication plan	November 1, 2022	$83,857
2.7	Data collection and evaluation metrics	December 1, 2022	$83,857
4.1	Program evaluation report	June 30, 2022	$0
			Total: $2,213,000

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-462

File ID:	AB2022-462	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/16/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal Agreement between the Whatcom County Flood Control Zone District and Public Utility District No. 1 of Whatcom County (PUD) to provide funding to complete a Regional Water Supply Plan, in the amount of $16,000.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The PUD is a member of the Water Resources Inventory Area (WRIA) 1 Watershed Management Board and has been an active participant in regional watershed planning activities for more than 25 years

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Proposed agreement

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

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

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, 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 S. Stoyka, Natural Resources Manager

RE: Interlocal Agreement with Public Utility District No. 1 of Whatcom County for Supplemental Funding of Regional Water Supply Plan Preparation

DATE: July 29, 2022

Requested Action
Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District Board of Supervisors, enter into an interlocal agreement for the sum of $16,000 with Public Utility District No. 1 of Whatcom County (PUD), for the purpose of developing and implementing a collaborative water solutions table.

Background and Purpose
The PUD is a member of the Water Resources Inventory Area (WRIA) 1 Watershed Management Board and has been an active participant in regional watershed planning activities for more than 25 years. The WRIA 1 Watershed Management Board has developed a five-year implementation strategy that outlines work to be done from 2018 to 2023 to continue to make progress on resolving our water challenges. The PUD has taken the lead on the development of a Regional Water Supply Plan (RWSP) for all of WRIA 1 that will outline strategies and actions to address our collective water supply needs. The RWSP will benefit all residents of Whatcom County, most of which are not customers of the PUD. The PUD was awarded a grant from the Washington Department of Fish & Wildlife (WDFW) through the National Estuary Program to prepare the RWSP. During the process of the developing the RWSP, the PUD identified needed work that is not currently funded in the WDFW grant. This work consists of quantifying current and future water needs and analyzing water supply alternatives. PUD pursued and was awarded additional grant funding for this work, but it was not sufficient to fund all of it. This work is necessary to

complete the RWSP by the end of 2022. A delay in the preparation of the RWSP would likely impact other watershed planning activities currently underway or planned. The PUD does not currently have access to funds to complete this work. The Whatcom County Flood Control Zone District included $250,000 in the 2022 FCZD budget to be used for the advancement of collaborative water planning processes. The work included under this agreement is consistent with the purpose of these funds.

Funding Amount and Source
The interlocal agreement is not to exceed $16,000. There are sufficient funds in the 2022 FCZD budget to fund this agreement.

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	Natural Resources - 907010
Contract or Grant Administrator:	Gary Stoyka
Contractor's / Agency Name:	PUD #1 of Whatcom County

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?
Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Contract Cost Center: 169121

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):
$ 16,000

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

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

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

Summary of Scope: Interlocal agreement with Public Utility District No. of Whatcom County to provide funding to complete a Regional Water Supply Plan for Whatcom County.

Term of Contract:	Expiration Date: 12/15/22

Contract Routing:

1. Prepared by:	Gary S. Stoyka	Date: 7/28/22
2. Attorney signoff:	Christopher Quinn	Date: 7/28/2022
3. AS Finance reviewed:	M Caldwell	Date: 7/28/22
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

INTERLOCAL AGREEMENT BETWEEN
THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND
PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY
Regional Water (WRIA 1) Water Supply and Management Plan
Financial Support

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by the Whatcom County Flood Control Zone District, referred to herein as "FCZD", 322 N. Commercial Street, Bellingham, WA 98225, and the Public Utility District No. 1 of Whatcom County (Whatcom PUD), 1705 Trigg Road, Ferndale, WA 98248,

Recitals

WHEREAS, development of a Regional (WRIA 1) Water Supply and Management Plan (RWSP) is a crucial component of an overall plan to meet the water needs of Whatcom County and is integral in developing comprehensive solutions to many of our water and environmental challenges; and

WHEREAS, the Whatcom PUD was awarded a grant by the Puget Sound Partnership (PSP) (See Washington Department of Fish and Wildlife Grant # 19-14467 referred to herein as the "RWSP Grant") through the National Estuary Program to develop the RWSP; and

WHEREAS, Whatcom PUD is managing the RWSP Grant on behalf of the WRIA 1 Watershed Management Board (WMB) which is represented by Whatcom County, all cities of Whatcom County, Lummi Nation; Nooksack Indian Tribe, Washington Department of Fish and Wildlife, and the Whatcom PUD; and

WHEREAS, the technical work included in Phase 1 of the RWSP Grant was completed in 2021 and the work under Phase 2 of the grant is underway with a completion date specified in the RWSP Grant as December 15, 2022; and

WHEREAS, additional activities are needed to complete Phase 2 of the RWSP that are not covered by current RWSP Grant funds that are set forth as the amended Phase 2 in Tasks 4 and 6 of the RWSP Grant (those additional activities are referred to herein as "Amended Phase 2"); and

WHEREAS, it is estimated that an additional $16,000 in funding is needed to complete Amended Phase 2 of the RWSP; and

WHEREAS, Whatcom PUD and FCZD believe that completion of the full RWSP scope of work is crucial to developing a plan to provide adequate water for Whatcom County's municipal, domestic, industrial and commercial needs, and additionally, to ensure adequate stream flows for fish and other wildlife, and is therefore in the interest of the residents of Whatcom County.

NOW, THEREFORE, the Whatcom County Flood Control Zone District and the Public Utility District No. 1 of Whatcom County (Whatcom PUD) agree as follows:

TERMS AND CONDITIONS

Whatcom PUD Responsibilities: The Whatcom PUD will manage the RWSP Grant in accordance to the RWSP Grant Statement of Work through the completion of the Amended Phase 2. FCZD will contribute the amount of Sixteen Thousand Dollars ($16,000.00) ("Payment") towards the Project cost. Payment will be a lump sum, payable to Whatcom PUD upon receipt of an invoice after the Project is complete as determined by Whatcom PUD. The FCZD shall have no obligation or authority related to the implementation of the Project or the Work, as those terms are defined in this Agreement.

FCZD Responsibilities: Upon completion, the FCZD agrees to provide up to $16,000 to support the Amended Phase 2 of the RWSP ("Work" or "Project", as referred to herein, is the completion of Amended Phase 2 of the RWSP Grant as defined in the Recitals above). The Whatcom PUD is solely obligated to manage the Work. The Whatcom PUD shall expeditiously complete the Project, pursuant to applicable laws, regulations and policies, on or before December 15, 2022. ("Project Completion Date").

Term:
This agreement shall be effective _____, 2022 and shall continue until Project completion and final payment. If the Whatcom PUD does not complete the work by the RWSP Grant completion date, which may be extended or amended, this Agreement shall automatically terminate, and the FCZD shall not be obligated to make the Payment.

Responsible Persons: The persons responsible for administration of this Agreement shall be the Whatcom County Natural Resources Program Manager and the General Manager of Public Utility District No. 1 of Whatcom County or their respective designees.

Gary Stoyka
Natural Resources Department
Whatcom County Public Works
322 N. Commercial Street, Ste. 120
Bellingham, WA 98225
Phone: (360) 778-6200
FAX: (360) 778-2201

Chris Heimgartner
General Manager
Public Utility District No. 1 of Whatcom County
1705 Trigg Road
Ferndale, WA 98248
Phone: (360) 384-4286
FAX: (360) 384-4849

LEGAL RELATIONS
In performing the services outlined in this Agreement, neither party is acting as the agent or employee of the other; rather, each party is acting as an independent contractor. Each party agrees to defend, indemnify, and hold harmless as to all claims for damages arising out of activities it undertakes arising out of this Agreement.

LIABILITY
The Whatcom PUD agrees to hold harmless, defend and indemnify the FCZD from any claims, damages or liabilities arising out of the acts or omissions of the Whatcom PUD, its staff members and its contractors in the performance of this Agreement. Likewise, the FCZD agrees to hold harmless defend and indemnify the Whatcom PUD from any claims, damages or liabilities arising out of the acts or omissions of the FCZD and its staff members and its contractors in the performance of this Agreement.

MODIFICATIONS
The terms of this Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

APPLICABLE LAW
In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and the venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.

SEVERABILITY
In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

ENTIRE AGREEMENT
This Agreement is a complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded.

EXECUTED this 9 day of August, 2022 for **PUBLIC UTILITY DISTRICT No. 1 of WHATCOM COUNTY**

APPROVED AS TO FORM:

8/9/22 — 8/9/22

Chris Heimgartner Date
General Manager

Jon Sitkin Date
Legal Counsel for Whatcom PUD

WHATCOM COUNTY
FLOOD CONTROL ZONE DISTRICT

APPROVED AS TO FORM:

Satpal Singh Sidhu Date
Whatcom County Executive

Christopher J. Quinn Date
Senior Assistant Deputy Prosecuting Attorney
for Whatcom County

DEPARTMENTAL APPROVAL:

Jon Hutchings Date
Public Works Director

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-463

File ID:	AB2022-463	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/16/2022	**Entered by:**	CHalka@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Michael Bobbink for hearing examiner services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and Michael Bobbink for hearing examiner services

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract

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

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Cathy Halka, Legislative Analyst

RE: 2023 Contract for Hearing Examiner Services

DATE: August 26, 2022

Enclosed is a contract between Whatcom County and Michael Bobbink for your review and signature.

- Background and Purpose

On July 20, 2022, the County issued a request for proposals for hearing examiner services (RFP#22-44) with a closing date of August 9th. Michael Bobbink was the sole respondent to the RFP and has been providing hearing examiner services to Whatcom County for over 25 years.

- Funding Amount and Source

Michael Bobbink is proposing $112,000 in annual payment. The proposed Council Office budget includes $97,783 in annual funding for this contract. The additional $14,217 in annual funding would need to be covered through a technical correction to the County Council Office budget line item for Hearing Examiner Contractual Services for 2023-2024.

- Differences from Previous Contract

The timeframe of the proposed contract is for services in the 2023 year (Jan. 1 – Dec. 31). The proposed 2023 contract amount of $112,000 is $14,338.35 more (or 15% more) than the prior year contract amount of $97,661.65

Please contact Cathy Halka at ext. 5019, if you have any questions.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Council
Division/Program: *(i.e. Dept. Division and Program)*	Council
Contract or Grant Administrator:	Cathy Halka
Contractor's / Agency Name:	Michael Bobbink

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

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

Is this a grant agreement?
Yes ( ) No (•) If yes, grantor agency contract number(s): _____ 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): RFP#22-44 Cost Center: 1100.6630

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):
$ 112,000

This Amendment Amount:
$

Total Amended Amount:
$ 112,000

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.

Summary of Scope:

Contractor will perform hearing examiner services in accordance with Whatcom County Code, including review and prepare for hearings, preside over hearings, and prepare all written recommendations and decision.

Term of Contract: 1 year	Expiration Date: December 31, 2023

Contract Routing:

1. Prepared by:	Cathy Halka	Date: 8/24/2022
2. Attorney signoff:	Karen Frakes (by email)	Date: 8/24/2022
3. AS Finance reviewed:	M Caldwell	Date: 8/24/22
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 07/06/20

Whatcom County Contract No.

_____

CONTRACT FOR SERVICES
Between Whatcom County and Michael Bobbink

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

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

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1 day of January, 2023, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of December, 2023.

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

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $112,000. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of August, 2022.

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.

CONTRACTOR:

Michael Bobbink

_____
Michael Bobbink

CONTRACTOR INFORMATION:

Michael Bobbink
528 Clark Road
Bellingham, WA 98225

Phone:360-220-1134
Email: mbobbink@live.com

WHATCOM COUNTY:
Recommended for Approval:

_____
Department Director Date

Approved as to form:

_____
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

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 Pro Tem Assignment:

On rare occasions, there may be hearings that the Hearing Examiner will not be able to conduct for reasons including, but not limited to. conflict of interest, illness, accident, or personal/family crisis. In those instances, the Hearing Examiner is granted the authority to appoint a Hearing Examiner Pro Tem to assist in the matter. The appointed Pro Tem shall be free of conflicts of interest in the matter and must be an active member of the Washington State Bar Association with experience related to the matters before the Hearing Examiner. The County reserves the right to reject the appointment. Payment for pro tem services is included in the gross compensation provided to the Hearing Examiner under the terms of this contract and is the sole responsibility of the Hearing Examiner. All terms and conditions of this Agreement shall apply to any Hearing Examiner Pro Tem.

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 that 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. Automobile Liability

$100,000 Minimum, each person
$300,000 Minimum, per occurrence

$2,000,000 Minimum, umbrella policy

2. Additional Insurance Requirements and Provisions

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

b. Additional Insureds. If possible, 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. 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.

d. 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, and if possible, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds,.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

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: *(Must be included in every contract as per Ord. 2021-016)*
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

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

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

35.2 Non-Discrimination in Client Services: : *(Must be included in every contract as per Ord. 2021-016)*
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

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

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

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

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

Dana Brown-Davis, Clerk of the Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225
360-778-5010
DBrown@co.whatcom.wa.us

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

Party 1
Michael Bobbink
528 Clark Road

Bellingham, WA 98225
360-220-1134
mbobbink@live.com

Party 2
Whatcom County Council Office
Dana Brown-Davis, Clerk of the Council
311 Grand Avenue, Suite 105
Bellingham, WA 98225
360-778-5010
dbrown@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

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)

The contractor shall perform the following hearing examiner duties in accordance with Whatcom County Code:

- Review applicable ordinances, statutes, and files in preparation for public hearing
- Preside over the hearing. Set the order of the testimony and ensure that all relevant material is included in the hearing record. Interrogate staff members and witnesses when appropriate.
- Conduct field inspections and examine the property which is in the subject of the hearing, when appropriate.
- Review the facts and the applicable ordinances and statutes to determine whether the standards requisite for issuance of a permit have been met.
- Review administrative determinations appealed to the Hearing Examiner to ensure that the ordinances were correctly applied by the administrator, and that the facts were correctly determined.
- Prepare all written recommendations and decisions of applications for land use permits and administrative appeals within the time frame outlined in the Whatcom County Code, inclusive of any clerical services associated with preparation.
- On only rare occasions, the Hearing Examiner will appoint a Hearing Examiner Pro Tem to conduct hearings.

The County will not provide any office space, equipment, or secretarial services for the hearing examiner.

Contractor is responsible for all secretarial services related to the duties of the hearing examiner, including all clerical services such as preparation of written recommendations and decisions. Contractor will provide their own office space and equipment necessary to complete their duties.

The County will post notices, update online information, and host online meetings.

The County reserves the right to negotiate the assignment of major project permit applications outside of this contract.

EXHIBIT "B"
(COMPENSATION)

In consideration of the services performed under the terms of this contract, the contractor will be paid nine-thousand three-hundred, thirty-three dollars and thirty-four cents ($9,333.34) per month for a not to exceed amount of one hundred twelve thousand dollars ($112,000) to the end of the contract date of December 31, 2023.

Billing Procedures:
The contractor shall submit written claims on a monthly basis for reimbursement of services provided unless otherwise approved in writing by the County. It is agreed that the contractor shall be paid for his services within 30 days of receipt of the monthly claim and upon determination of accuracy. Monthly claims are to be submitted to the Clerk of the Council.

Renewal auto policy declarations
Policy number: **976 700 624**
Policy effective date: April 28, 2022

Allstate.

Coverage detail for 2018 Mazda Cx-3

Coverage	*Limits*	*Deductible*	*Premium*
Automobile Liability Insurance		Not applicable	$419.90
• Bodily Injury	$100,000 each person $300,000 each occurrence		
• Property Damage	$100,000 each occurrence		
Auto Collision Insurance	Actual cash value	$500	$182.53
(Safe Driving Deductible Reward - deductible reduction amount available is $500)			
Auto Comprehensive Insurance	Actual cash value	$100	$59.53
Collision for Custom Equipment	**Not purchased***		
Comprehensive for Custom Equipment	**Not purchased***		
Roadside Coverage	**Not purchased***		
Transportation Expense	**Not purchased***		
Underinsured Motorists Insurance			$96.87
• Bodily Injury	$100,000 each person $300,000 each accident	Not applicable	
• Property Damage	$100,000 each accident	Stated in policy	
Auto Replacement Protection		Not applicable	$10.68
Automobile Medical Payments	**Not purchased***		
Personal Injury Protection		Not applicable	$68.14
• Medical and Hospital Benefits	$10,000 each person		
• Income Continuation Benefits	$10,000 subject to a limit of $200 per week		
• Loss of Services Benefits	$5,000 subject to a limit of $200 per week $40 per day		
• Funeral Expense Benefits	$2,000 each person		
Portable Electronics and Media	**Not purchased***		
Sound System	**Not purchased***		
Total premium for 2018 Mazda Cx-3			**$837.65**

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.**

VIN JM1DKFC72J1310833

Lienholder
Chase Auto Finance

Interested party
Chase Auto Finance

WA010R8D

Policy Coverages and Limits of Liability

Coverages	*Limits of Liability*
Excess Liability - Bodily Injury and Property Damage Annual Aggregate Limit	$1,000,000 each occurrence $2,000,000 during the current policy period
Excess Liability - Personal Injury Annual Aggregate Limit	$500,000 each occurrence $1,000,000 during the current policy period
Additional Dwelling Rented To Others	Included

Required Underlying Insurance Limits

You must maintain the Required Underlying Insurance, at or above the limits as shown below at all times for each liability exposure any insured person has. Please refer to the "Required Underlying Insurance" provision of the policy.

Coverage		*Required Underlying Limit*
Personal Liability - Bodily Injury and Property Damage Liability 1. Homeowners, Condominium, Renters, Mobilehome, Manufactured Home or other Personal Liability Policy 2. Incidental Office, Private School or Studio		Combined Single Limit $300,000 per occurrence
One, Two, Three or Four Family Residential Rental Property - Bodily Injury and Property Damage Liability		$300,000 per occurrence
Automobiles and Motor Homes	Bodily Injury	$250,000 each person $500,000 each occurrence
	Property Damage	$100,000 each occurrence **or** Combined Single Limit $500,000 per occurrence
Motorcycles, Motor Scooters, Mopeds and Recreational Vehicles	Bodily Injury including Passenger Liability when available	$100,000 each person $300,000 each occurrence
	Property Damage	$100,000 each occurrence **or** Combined Single Limit $300,000 per occurrence
	Guest Passenger Liability (when available as a separate limit)	$100,000 each person $300,000 each occurrence **or** Combined Single Limit $300,000 per occurrence
Personal Watercraft such as jet skis and wet bikes	Bodily Injury	$100,000 each person $300,000 each occurrence
	Property Damage	$100,000 each occurrence **or** Combined Single Limit $100,000 per occurrence

(continued)

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-464

File ID:	AB2022-464	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/22/2022	**Entered by:**	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a two year grant contract between Whatcom County and Mt. Baker-Snoqualmie National Forest in the amount $57,442.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Grant 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: Forestry Work Crew Agreement

DATE: August 10, 2022

Enclosed are two (2) originals of an Agreement between the U.S. Forest Service and Whatcom County for your review and signature.

- **Background and Purpose**

Whatcom County has provided Jail Work Crews to the U.S. Forest Service since 2003 to accomplish projects such as improving ecosystems, maintaining existing forest infrastructure and restoring National Forest System lands and watersheds in Whatcom and Skagit Counties. This in turn provides the members of the Work Crews an opportunity to develop skills while working in lieu of full incarceration. We already have an Agreement in place for various projects until 2025. This Agreement is for 2 years, specific to the Heather Meadows Recreation Site.

- **Funding Amount and Source**

The funding amount of $57,442.00 for the 2-year project will come from a Forest Service grant. It is a reimbursable grant and there is money in the Corrections Bureau budget to cover it.

- **Differences from Previous Contract**

According to the Forest Service "We would have been able to simply update the most recent agreement on the Mt. Baker District, except that the funds we're using towards this project come from a source that needs to be kept totally separate from existing funds."

Please contact Laurie Reid at extension 6506, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	Corrections/Alternative Programs
Contract or Grant Administrator:	Laurie Reid
Contractor's / Agency Name:	US Forest Service

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

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

Is this a grant agreement?
Yes ◉ No ○ If yes, grantor agency contract number(s): 22-PA-11060500-031 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?
Yes ○ No ◉ If yes, RFP and Bid number(s): _____ Contract 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):
$ 57,442.00 (Revenue)

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

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

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

Summary of Scope:

Whatcom County provides Jail Work Crews to the US Forestry Service for the purpose of improving the National Forest System lands and providing job training for inmates. This Agreement is for the maintenance of the trails at the Heather Meadows site.

Term of Contract: 2 years	Expiration Date: 10/31/24

Contract Routing:

1. Prepared by:	Laurie Reid	Date: 08/10/22
2. Attorney signoff:	Brandon Waldron	Date: 08/12/22
3. AS Finance reviewed:	M Caldwell	Date: 8/11/22
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 07/06/20

FS Agreement No. 22-PA-11060500-031

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between
WHATCOM COUNTY
And The
USDA, FOREST SERVICE
MT. BAKER-SNOQUALMIE NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between Whatcom County, hereinafter referred to as "the County," and the United States Department of Agriculture (USDA), Forest Service, Mt. Baker Snoqualmie National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of Dec. 12, 1975 (P.L. 94-148, 16 U.S.C. 565a1 – a3).

Background: The U.S. Forest Service has supported Whatcom County's job training program through partnership agreements since 2003. Since then, the Whatcom County Offender Forestry Work Crew program has provided pre-screened, minimum-security offenders an opportunity to develop skills while working on National Forest System lands in lieu of full incarceration. Led by experience crew leaders, crewmembers have performed trail work, maintained existing forest infrastructure, and contributed to restoration of National Forest System (NFS) lands and watersheds in Whatcom and Skagit Counties. The Crew will help the Mt. Baker Ranger District leverage Great American Outdoors Act (GAOA) funding by performing deferred maintenance work on the Fire and Ice and Artist's Ridge Trails of the Heather Meadows Trail Recreation Site Deferred Maintenance and Dam Rehabilitation project.

Title: Great American Outdoor Act Heather Meadows Trails and Recreation Site Deferred Maintenance and Dam Rehabilitation

SubTitle: Fire and Ice and Artist's Ridge Trails at Heather Meadows

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to provide educational, conservation and natural resource management work opportunities through trail maintenance, reconstruction work, and related deferred maintenance through heavy trail maintenance, reconstruction work, and related project work on the Fire and Ice and Artist's Ridge Trails in support of the GAOA-funded priority project on the Mt. Baker Ranger District. The County will place selected eligible inmates on the work crew to complete trails work for the public benefit while developing valuable work skills. This work will be accomplished in accordance with the following provisions and the hereby incorporated Financial Plan, Attachment A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is responsible for the protection, development, and improvement of NFS lands and has wide ranging resource management responsibilities to further its mission of "caring for the land and serving the people". The Strategic Plan further identifies specific focus areas, including creating opportunities for engaging the public in conservation education, ecosystem management and public land management growing stewards for this and future generations.

The County believes that participating in the U.S. Forest Service mission through this partnership is a means of providing healthful, wholesome, and educational outdoor activity, as well as valuable vocational training for inmates classified by the County as minimum to medium security. These training activities aid inmates in their efforts to successfully re-enter society with practical skills and job experience.

This work will benefit the U.S. Forest Service recreation and trails programs, improve recreation access and quality of experience for visitors, and provide a positive work environment and opportunity for the County's existing development and job training programs for jail inmates. It is because of this mutual interest that the U.S. Forest Service and County desire to cooperate in implementing a program that provides job training for inmates while improving resources on public lands within Whatcom County of Washington State.

In consideration of the above premises, the parties agree as follows:

III. THE COUNTY SHALL:

A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. Provide a work crew and assume responsibility for the selection of inmates in accordance with County rules and regulations and within the limits and responsibilities established by this Agreement to accomplish projects offered by the U.S. Forest Service.

C. Assume responsibility for the custody and security of work crew participants.

D. Provide a fulltime County Work Crew Supervisor for offenders signed to projects to fully supervise and control the daily activities of offenders. The designated work crew supervisor shall provide offenders with all work instructions including safety instructions, necessary safety equipment, rain gear and any other support needed to perform the assigned work safely and efficiently.

The designated work crew supervisor shall also:

(a) Coordinate all equipment scheduling, use and maintenance and
(b) Maintain a monthly crew log documenting daily: what project(s) were worked on, project location(s), how many workers were involved, total number of hours worked that day and a brief evaluation of job performance.

E. Submit a completed monthly crew log with each **quarterly** invoice, including a grand total of the number of hours worked during that billing period.

F. Provide for the basic needs of inmates during project performance, including, but not limited to:

(1) Standard safety equipment, such as hard hats, boots, goggles, field clothing, and gloves appropriate to the season and to the job to be performed.
(2) Meals at the work site(s).
(3) Transportation for the inmates to and from the work site(s).

G. Communicate with the U.S. Forest Service Technical Supervisor as necessary with respect to security, supervision of inmates, prohibited conduct, and other subjects determined necessary by mutual agreement between the U.S. Forest Service and County.

H. Provide customary hand tools necessary for work projects. Any specialized tools provided by the U.S. Forest Service will be returned at the end of the project in like condition, allowing for normal wear and tear.

I. In the event of the illness or injury of a work crew participant, the participant shall receive appropriate first aid or medical treatment. As soon as is possible, County shall notify the U.S. Forest Service by phone of all major illness or injury of County participants.

J. Provide Worker's Compensation coverage for offenders working on supervised crews.

IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **$57,442.00,** as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the County's **quarterly** invoice. Each invoice from the County shall display the total project costs for the billing period, separated by U.S. Forest Service and the County's share. In-kind contributions must be displayed as a separate line item and must not be

included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. The County's name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and The County share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to:

Katherine White
Email: Katerine.White@usda.gov

Amy Linn
Email: Amy.linn@usda.gov

B. Provide the necessary technical assistance and instruction to ensure projects are completed according to U.S. Forest Service standards and requirements.

C. Conduct compliance analysis and decision making as may be required by Federal law or regulations, such as National Environmental Protection Act (NEPA), Endangered Species Act, etc. Coordinate implementation of decisions, mitigations, etc. with the County and assist them in accomplishing compliance as applicable.

D. Assure that a properly trained and qualified Technical Supervisor is available at the work site(s) at mutually agreed to times to provide technical guidance and training concerning the specific work items.

E. Provide County with any specialized tools and equipment necessary, as well as and materials necessary for project completion. Adequate training will be provided to ensure the safe operation of all tools and equipment. All tools, equipment, and unused materials provided remain the property of the U.S. Forest Service.

F. Provide lumber, aggregate surfacing, rocks, and other materials and supplies identified in the Financial Plan and ensure delivery to work site.

G. Provide any necessary traffic control, notification, and signage that may be needed in and around the project area for public safety.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Lieutenant Barry Lovell Whatcom County Sheriff's Office 2030 Division St. Bellingham, WA 98226 Telephone: 360-778-6526 FAX: 360-778-6451 Email: BLovell@co.whatcom.wa.us	Laurie Reid Whatcom County Sheriff's Office 311 Grand Ave Bellingham, WA 98225 Telephone: 360-778-6506 FAX: 360-778-6502 Email: lreid@co.whatcom.wa.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Amy Linn Recreation Program Manager Mt. Baker – Snoqualmie National Forest 2930 Wetmore Ave, Suite 3A Everett, WA 98201 Telephone: 503-307-7002 Email: amy.linn@usda.gov	Cynthia Moscoso Grants Management Specialist Okanogan-Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801 Telephone: 509-664-9386 Email: cynthia.moscoso@usda.gov

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.

E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the the County when permission is granted.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The County agree(s) that any of the County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County has hereby willingly agreed to assume these responsibilities.

Further, the County shall provide any necessary training to the County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

I. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

L. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the County has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first $25,000 of each contract.

2. For rates greater than 10 percent and less than 25 percent, the County shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.

3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from the County's cognizant audit agency no later than 3 months after the effective date of the agreement. will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

M. OVERPAYMENT. Any funds paid to the County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or

- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

N. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination The County shall close out the agreement.

Any unobligated balance of cash advanced to the County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

O. FINANCIAL STATUS REPORTS. A Federal Financial Report, form SF-425, must be submitted **quarterly**. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement. The form may be found at https://www.grants.gov/forms/post-award-reporting-forms.html.

P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information.

The County shall submit quarterly performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with the County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their

Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

A. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the County's purchase of equipment and supplies. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year.

T. PROPERTY IMPROVEMENTS. Improvements placed by The County on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

U. GOVERNMENT-FURNISHED PROPERTY. The County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The County shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, the County shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
   a. The risk is covered by insurance or the County is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
   b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the County's managerial personnel. The County's managerial personnel, in this provision, means the County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the County's business; all or substantially all of the County's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The County shall separate the damaged and undamaged Government property, place all the

affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3. The County shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

4. Upon the request of the Grants Management Specialist, the County shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

V. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the County or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for the County's program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by the County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, the County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

BB. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

CC. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

DD. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

EE. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **October 31, 2024** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

FF. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

BILL ELFO, Sheriff — Date 08/11/22
Whatcom County Sheriff's Office

SATPAL SINGH SIDHU, Whatcom County Executive — Date
Whatcom County Sheriff's Office

Approved via email 8.12.22 (LR)

BRANDON WALDRON, Prosecuting Attorney — Date
Whatcom County Sheriff's Office

JODY L. WEIL, Forest Supervisor — Date
U.S. Forest Service, Mt. Baker-Snoqualmie National Forest

The authority and format of this agreement (22-PA-11060500-031) have been reviewed and approved for signature.

CYNTHIA MOSCOSO Digitally signed by CYNTHIA MOSCOSO Date: 2022.07.25 14:06:11 -07'00'

CYNTHIA L. MOSCOSO, Grants Management Specialist — Date
U.S. Forest Service, Region 6 Grants

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days	%	Total
Work Crew Supervisor (10 hours/day@$35.45/hr)	40 Days/FY	354.5	80		$28,360.00
Fringe Benefits (30% of salary)	40 Days/FY	106.35	80		$8,508.00
Crew (insurance) L&I (5 member crew @ 30%) (10 hour day)	40 Days/FY	$150.00	80	30%	$1,200.00
Total Salaries/Labor					**$38,068.00**

Travel

Standard Calculation

Travel Expense	Employees	# of Trips	Cost/Trip	Total
Crew transport truck & trailer:				
Truck rental per day	Per Day	80	$60.00	$4,800.00
Fuel and maintenance	Per Day	80	$85.00	$6,800.00
Total Travel				**$11,600.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
Equipment fuel	Per Day	80.00	$25.00	$2,000.00
Replacement tools and supplies (such as hand tools, mower and trimmer blades, trimmer line, gloves, safety gear, etc.)				$1,000.00
Total Supplies/Materials				**$3,000.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit	Total
Equipment rental - Mini excavator, backhoe, brusher, excavator, boom lift, etc.	Per Day	10.00	$250.00	$2,500.00
Repair of tools and equipment: hydro-hoses, tracks, tuneups, bearings, rollers, pulleys, blades, welding, spark plugs, etc.	Each	8.00	$150.00	$1,200.00
Cell Phone	Per Day	80.00	$5.00	$400.00
Miscellaneous expenses (hand sanitizer, portable outhouse waste disposal, etc.)	1 per season	2.00	337.00	$674.00
Total Other				**$4,774.00**

Subtotal Direct Costs	$57,442.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
0.00%	$57,442.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$57,442.00**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Admin lietuenant (8 hours/day@$51.63/hr)		$413.04	6.0		$2,478.24
Fringe benefits (30% of salary)		$123.91	6.0		$743.46
Program Sgt. (8 hours/day@$44.93/hr)		$359.44	8.0		$2,875.52
Fringe Benefits (30%)		$107.83	8.0		$862.66
Work Crew Supervisor Training and administrative days (10 hours/day@$33.40/hr)		$334.00	8.0		$2,672.00
Fringe Benefits (30%)		$100.20	8.0		$801.60
Total Salaries/Labor					**$10,433.48**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Trailer/Truck repairs: tires, brakes, radiator, belts, lights, leaf springs, hitches, doors, etc.		$150.00	20		$3,000.00
Total Travel					**$3,000.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
Total Supplies/Materials				**$0.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
Total Other					**$0.00**

Subtotal Direct Costs	$13,433.48

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
0.00%	$13,433.48			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$13,433.48**

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Work Crew Value (5 crewmembers @ $29.95/hr/crewmember X 10 hour work day = $1,497.50/day)		$1,497.50	80.00		$119,800.00

Crewmembers receive no compensation from the County; $29.95/hour = 2022 Independent Sector hourly rate for the value of a volunteer hour

Total Salaries/Labor		**$119,800.00**

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total

Total Travel		**$0.00**

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total

Total Supplies/Materials		**$0.00**

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total

Total Other		**$0.00**

Subtotal Direct Costs	$119,800.00

TOTAL COST	**$119,800.00**

Attachment: A

USFS Agreement No.: 22-PA-11060500-031 Mod. No.:

Cooperator Agreement No.:

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
COST ELEMENTS	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$15,000.00	$38,068.00	$10,433.48	$119,800.00	$183,301.48
Travel	$1,350.00	$11,600.00	$3,000.00	$0.00	$15,950.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies/Materials	$52,000.00	$3,000.00	$0.00	$0.00	$55,000.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$4,774.00	$0.00	$0.00	$4,774.00
Other					$0.00
Subtotal	$68,350.00	$57,442.00	$13,433.48	$119,800.00	$259,025.48
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$8,885.50				$8,885.50
Total	$77,235.50	$57,442.00	$13,433.48	$119,800.00	
Total Project Value:					$267,910.98

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 50.27%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 49.73%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Trail Specialist	Kathy White	$500.00	15		$7,500.00
Assistant Trail Specialist	Matt Ross	$250.00	15		$3,750.00
Trail Crew Lead	Mark Rikard	$250.00	15		$3,750.00

Total Salaries/Labor	**$15,000.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Day	# of Trips		Total
USFS Pickup		$45.00	30.00		$1,350.00

Total Travel	**$1,350.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
Lumber (Structure Repair)		1.00	$10,000.00	$10,000.00
Aggregate Surfacing		1.00	$5,000.00	$5,000.00
Rocks for retainers and steps		1.00	$25,000.00	$25,000.00
Materials Delivery/Staging		1.00	$12,000.00	$12,000.00

Total Supplies/Materials	**$52,000.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					$0.00

Total Other	**$0.00**

Subtotal Direct Costs	$68,350.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	$68,350.00			$8,885.50
Total FS Overhead Costs				**$8,885.50**

TOTAL COST	**$77,235.50**

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-466

File ID:	AB2022-466	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/23/2022	**Entered by:**	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a grant contract amendment between Whatcom County and Washington State Health Care Authority to expand the MOUD (Medication for Opioid Use Disorder) program in the Jail, in the amount of $180,291.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Grant Amendment

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: Washington State Health Care Authority
Medication for Opioid Use Disorder (MOUD) Program Grant

DATE: August 16, 2022

Enclosed are two (2) originals of an Amendment renewing the grant contract between WA State Health Care Authority (HCA) and Whatcom County for your review and signature.

- **Background and Purpose**

We were awarded a grant in March 2022 by WA State HCA under the *Medication for Opioid Use Disorder (MOUD) in Jails* Program. It was approved by Council and had an end date of June 30, 2022. This Amendment continues the grant through June 30, 2023. It covers expansion of the MOUD program including the costs of a nursing position, increased pharmaceuticals, supplies, deputy overtime and methadone treatment

- **Funding Amount and Source**

Funding is provided by a State HCA grant. A supplemental budget request for $228,831.00, along with the initial contract, was approved by Council on May 24, 2022. This Amendment is renewing the grant contract through June 30, 2023.

- **Differences from Previous Contract**

This amendment adds $180,291.00 for services rendered between July 1, 2022 and June 30, 2023. We were only able to use a small amount of the initial budgeted amount and the remaining balance remains in the Corrections Bureau budget ready to cover this Amendment.

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.
202205001-1

Originating Department:	Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	Corrections / In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	Washington State Health Care Authority

Is this a New Contract? Yes ○ No ◉
If not, is this an Amendment or Renewal to an Existing Contract? Yes ◉ No ○
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 202205001

Does contract require Council Approval? Yes ◉ No ○ If No, include WCC: _____
Already approved? Council Approved Date: 5/24/22 (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): K5893 CFDA#: N/A

Is this contract grant funded?
Yes ◉ No ○ If yes, Whatcom County grant contract number(s): 202205001

Is this contract the result of a RFP or Bid process?
Yes ○ No ◉ If yes, RFP and Bid number(s): _____ Contract Cost Center: 118167

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):
$ 149,839.00

This Amendment Amount:
$ 180,291.00

Total Amended Amount:
$ 330,130.00

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:

This is an amendment extending the grant from the Washington State Health Care Authority expanding our MOUD (Medication for Opioid Use Disorder) Program in the Jail.

Term of Contract: 1 year	Expiration Date: June 30, 2023

Contract Routing:

1. Prepared by:	LR	Date: 08/16/22
2. Attorney signoff:	B Waldron	Date: 08/17/22
3. AS Finance reviewed:	M Caldwell	Date: 08/16/22
4. IT reviewed (if IT related):	P Rice	Date: 08/23/22
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

Washington State Health Care Authority	**CONTRACT AMENDMENT**	HCA Contract No.: K5893 Amendment No.: 1

THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.

CONTRACTOR NAME	**CONTRACTOR doing business as (DBA)**
Whatcom County Corrections	
CONTRACTOR ADDRESS Public Safety Building, 311 Grand Ave Bellingham, WA 98225	**CONTRACTOR CONTRACT MANAGER** Name: Wendy Jones Email: wjones@co.whatcom.wa.us

AMENDMENT START DATE	**AMENDMENT END DATE**	**CONTRACT END DATE**
July 1, 2022	June 30, 2023	June 30, 2023
Prior Maximum Contract Amount	**Amount of Increase**	**Total Maximum Compensation**
$149,839	**$180,291**	**$330,130**

WHEREAS, HCA and Contractor previously entered into a Contract to develop and implement or expand the MOUD in Jails program, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3, *Amendments* to extend the term, add additional funds, incorporate work expectations and deliverables for the new term, and incorporate a Data security requirements;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. **Section 3.2. TERM**. The term of this contract is extended through June 30, 2023.

2. **Section 3.3. COMPENSATION**. The maximum compensation is increased by **$180,291** for new Total Maximum Compensation of **$330,130**.

3. **Schedule A-1, Statement of Work** is attached and incorporated herein to reflect work expectations and deliverables for the period July 1, 2022 through June 30, 2023.

4. **Attachment 1, Confidential Information Security Requirements** is hereby replaced in its entirety with **Attachment 1, Data Use Security and Confidentiality**, attached hereto.

5. **Attachment 2, Data Security Requirements** is attached and incorporated herein.

6. **Attachment 3, HCA Small Numbers Standards** is attached and incorporated herein.

7. **Attachment 4, Certificate of Destruction** is attached and incorporated herein.

8. **Section 3.7, Incorporation of Documents and Order of Precedence** is amended to include the new attachments included in this Amendment and shall now read as follows:

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

a. Applicable Federal and State of Washington statutes and regulations;

b. Recitals

c. Special Terms and Conditions;

d. General Terms and Conditions;

e. Attachment 1: Data Use Security and Confidentiality;

f. Attachment 2: Data Security Requirements;

g. Attachment 3: HCA Small Numbers Standards

h. Attachment 4: Certificate of Destruction

i. Schedule A: Statement of Work;

j. Exhibit A: HCA RFA #2021HCA42 for Medication for Opioid Use Disorder (MOUD) in Jails Program, dated December 29, 2021;

k. Exhibit B: *Contractor's Response* dated January 20, 2022; and

l. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

9. This Amendment will be effective July 1, 2022 ("Effective Date").

10. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

11. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Please see signature page attached		
HCA SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
DocuSigned by: Rachelle Amerine	Rachelle Amerine Contracts Administrator	8/19/2022

SCHEDULE A-1
Statement of Work
July 1, 2022-June 30, 2023

1. **Purpose.** To provide medication for opioid use disorder (MOUD) in jails to incarcerated individuals who present with an opioid use disorder (OUD). To support a full MOUD program which includes the following: an OUD assessment, discussion of MOUD options between the incarcerated individual and provider, initiation prior to the onset of withdrawal or continuation of MOUD, release and reentry planning to include connection with continued treatment, same day release appointment when possible or MOUD to bridge patient until next appointment and naloxone upon release. Reentry planning may also include assisting the incarcerated individual with sign-up of Medicaid, reestablishing Medicaid and connection with the Managed Care Organizations (MCOs).

   Health Equity - This project also intends to address inequities in OUD treatment and recovery services by providing medically necessary treatment for opioid use disorder to incarcerated individuals. MOUD in jails programs should understand cultural barriers and whenever possible, provide culturally appropriate services and recognize the need for inclusion of people with lived experiences in the development of the MOUD in jails programs. Additionally, this project intends to identify stigma and educate staff to ensure ongoing collaboration and openness to change.

2. **Performance Work Statement.** The Contractor shall ensure funds are responsibly used towards the MOUD program in the jail/jails and provide the core components or a progressive plan to achieve the core components which include:
   a. FDA approved medication for opioid use disorder (MOUD) must be available and offered to all incarcerated individuals who present with OUD at intake. Individuals with OUD may decline MOUD at any time, but ongoing discussions on MOUD may be offered.
   b. Methadone, buprenorphine, naltrexone should all be offered unless: (a) an opioid treatment program (OTP) is not within reasonable driving distance from the jail, in which case the jail is not required to offer methadone as an option; or (b) there is no available buprenorphine provider in the community to which the patient will likely release, in which case the jail is not required to offer buprenorphine as an option. Naltrexone may be provided in oral formulation while the patient is incarcerated, but injectable long-acting naltrexone must be offered as an option prior to release.
   c. MOUD must be continued for those who are already taking MOUD upon entering the facility, providing they wish to do so. MOUD is continued using the same medication, at the same dose unless ordered otherwise by the jail prescriber based on clinical need (documented in the patient's medical record) with the exception of injectable long-acting naltrexone which may be converted to an equivalent oral dose until just prior to release and the injectable form is restarted. Methadone may be transitioned to buprenorphine if the jail is not a licensed opioid treatment program (OTP) and the nearest OTP is not within reasonable driving distance from the jail. The presence of other illicit or controlled substances should not result in discontinuation of MOUD (consistent with the 2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder).
   d. Assessing for risk of acute withdrawal must be done upon intake. In those instances when the individual is refusing to answer health care questions, their intake form will be flagged for medical to follow up as soon as is possible. Assessing for opioid use disorder (OUD) absent a risk of acute withdrawal must also be done, but it may be done after intake, as long as the delay does not impair the ability to begin treatment prior to release. The incarcerated individual must be educated on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release. (See resources for validated tool suggestions.)
   e. Individuals entering the facility who are physically dependent on opioids, must be offered MOUD treatment; withdrawal (including withdrawal using buprenorphine or methadone) is not acceptable unless the patient provides an informed refusal of treatment or the patient elects MOUD treatment with naltrexone, in which case withdrawal is clinically required. Use of other medications (clonidine, anti-emetics, anti-diarrheals, analgesics) may be used as adjuncts or may be used in

place of opioid agonist or partial agonist if the individual so chooses, but they may not be the only withdrawal treatment available.

f. Methadone and buprenorphine must be administered daily or more frequently. Alternate-day ("Balloon") dosing of buprenorphine may be used in rare cases based on a clinical need, the decision for which is arrived at jointly between the healthcare provider and patient and is well-documented in the patient's medical record.
g. Release planning and reentry coordination completed as soon as possible to ensure an effective plan is in place prior to release or in the event of an unexpected release of an incarcerated individual who needs continued treatment and services.
h. Provide at least 2 doses of naloxone and naloxone administration training to all incarcerated individuals with OUD upon release.
i. Schedule the first community appointment with a treatment facility, provided it is a planned release from custody.
j. Provide – in hand upon release and at no cost to the individual – sufficient doses of MOUD to bridge patient until scheduled MOUD follow-up appointment at community treatment facility (does not apply to patients treated with injectable MOUD).
    i. Individuals who are at risk of being released directly from court are informed, prior to going to court, that they may request to be transported back to the jail by staff to receive these medications prior to going home.
    ii. In situations where an appointment cannot be made, e.g., after-hours bail-out, resident is given enough medication to last until the next available appointment at the community treatment facility. If that date is unknown, the individual is given a minimum of a 7-day supply.
    iii. In situations where medications cannot be provided upon release, e.g., unscheduled release at a time when medical staff are not present in the jail, the individual is informed that he/she may either return to the jail in the morning to receive bridge medications or, if no medical staff are present the following day, will have a prescription for the same bridging medication called to a local pharmacy, at no cost to the individual.
k. Ensure policies and procedures are in place to mitigate medication diversion.

3. **Scope of Work Activities.**
    a. Whatcom County Jail will achieve the core components of the MOUD program through the following activities:
        i. Purchase of MOUD, buprenorphine. Purchasing and storage of all MOUD must follow the laws and rules pertaining to locked storage of controlled substances and any pharmacy or prescription laws.
        ii. Enter into a service agreement with Bellingham Comprehensive Treatment for the provision of Methadone for individuals who are incarcerated, and who have elected not to switch to either Buprenorphine or Naltrexone as an Opioid substitute.
        iii. Expansion of the MOUD program to the Corrections Bureau's Minimum-Security Work Center. This will involve the following additional costs:
            1. Hiring of an additional FTE RN (Registered Nurse) or LPN (Licensed Practical Nurse) through NWRC (Northwest Regional Council) for the administration of MOUD in both facilities. Federal and State regulations concerning licensure parameters will be followed.
            2. Purchase of additional supplies including, but not limited to, medication, drug testing materials, and education materials.
            3. Supplies for both the work center and the downtown jail and will include, but not limited to: drug testing materials, educational materials, and naloxone.
        iv. Information Technology assistance to develop reports or, ideally, interfaces between the Jail's (RMS) (Record Management System) and the EHR (Electronic Health Records). This may allow the pull of data points and cross-referencing information, simplifying data collection and reporting to the HCA. Absent the ability to electronically merge the data, we

anticipate coming to agreement with the HCA for the data that is most critical to support these programs, and using the custom reports created by IT.

v. Dedicated overtime funds to cover the costs of a corrections deputy at the downtown jail to assist the RN dispensing the MOUD.
vi. Increasing the number of individuals who may elect to use MOUD while in custody by lowering barriers to participation.
vii. Including additional information about the MOUD program in the Offender handbook. This will include, at minimum, the medications available and how to notify the JHP (Jail Health Program) of an interest in participating.
viii. Hiring a complex patient navigator who can assist in coordinating care for individuals who have comorbidities. This will include connections to housing, financial assistance such as Veterans services, congregate or assisted living options, etc.
ix. Continue our working relationship with the Lummi Nation's Chemical Addiction Recovery and Education program.
x. Work collaboratively with the University of Washington Addictions, Drug and Alcohol Institute (ADAI) technical assistance staff to identify training needs and participate in peer-to-peer and educational learning opportunities.

b. Whatcom County Jail is enhancing the current MOUD program with this funding. The improvements made will allow for staff to be more effective in improving the standard of care and implementation of the core components of this contract.

4. **Data Collection.**
   a. Participation requires performance monitoring activities, including requiring timely and accurate data reporting to the Health Care Authority, Division of Behavioral Health, and Recovery (HCA DBHR). Further evaluation, including on- and off-site data collection may be conducted by HCA DBHR or a third-party.
   b. The contractor will submit a monthly report, template provided by HCA DBHR, by the 10th day of the month with the following participant information, (identified as having a current OUD), for the previous month:
      i. Full name
      ii. Date of birth
      iii. Provider One #, SSN or another unique identifier
      iv. Date of booking
      v. Date MOUD started: continued or induction?
      vi. Date of release if applicable
      vii. Scheduled first MOUD appointment upon release
      viii. Which MOUD provided upon release
   c. Information will be collected via the Secure file Transfer (SFT) which HCA will assist with setting up. It will be shared with Research Data and Analysis (RDA) for evaluation purposes.

5. **Contract Management/Accounting.**
   a. Submit monthly invoices for payment.
   b. Attend monthly meetings with HCA DBHR program administrator to discuss project contract requirements, compliance, problem-solving and attend trainings.
   c. Contractor will cooperate with periodic site visits by the HCA DBHR program administrator or designee and make all relevant records and personnel available, provided all personnel making site visits will submit information in advance and pass a basic security background prior to the site visit. Additionally, all HCA personnel accessing will be asked to sign an acknowledgement that the Whatcom County Sheriff's Office/Corrections has a "No Hostage" policy.
   d. Submit a monthly report as detailed in the Deliverables Table with the invoice to the HCA DBHR program administrator.

FY2023 Contract Deliverables Table			
Activity	Deliverable	Due Date	Payment
Monthly progress reports	Report must include status of hiring staff, status of MOUD purchases and other supplies requested in the budget, core components (Section 2) being met or progress towards meeting the core components, barriers and successes, technical assistance and training participation, staff changes and additional information as needed.	Monthly: Reports due on the 10th of every month beginning with August 10, 2022.	$7,512.13 X 12 months = $90,145.50
Monthly Data Collection spreadsheet	Data spreadsheet filled out completely and shared via SFT.	Monthly: Due on the 10th of every month beginning with August 10, 2022.	$7,512.13 X 12 months = $90,145.50

6. **Billing and Payment.**
   a. This contract total is for **$180,291** and is for services rendered between July 1, 2022, and June 30, 2023.
   b. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by HCA. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the program administrator, Rachel Meade, Rachel.meade@hca.wa.gov, by the Contractor monthly. The invoices shall describe and document to HCA's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. Payments shall be in accordance with delivery and approval of deliverables as outlined in the Deliverables Table.
   c. Payment. Payment shall be considered timely if made by HCA within thirty (30) days after receipt and acceptance by HCA of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
   d. Claims for payment submitted by the Contractor to HCA for amounts due and payable under this agreement that were incurred prior to the expiration date shall be paid by HCA if received by HCA within 90 days after the expiration date.
   e. HCA shall not reimburse the Contractor for any fees and expenses which exceed the maximum consideration of this contract.

Attachment 1

Data Use, Security, and Confidentiality

1. Definitions

In addition to the definitions set out in section 2, Definitions, of the Contract, the definitions below apply to this Schedule:

"Authorized User" means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

"Breach" means the acquisition, access, use, or disclosure of Data in a manner not permitted under law, including but not limited to the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. 164.402.

"Client" means an individual who is eligible for or receiving services through HCA program(s).

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data as described in Section 4, *Data Classification*, which includes, but is not limited to, Personal Information and Protected Health Information. For purposes of this Contract, Confidential Information means the same as "Data."

"Contract Administrator" means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

"Contract Manager" means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

"Covered Entity" means HCA, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by its health care components.

"Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.

"Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

"Electronic Protected Health Information" or **"ePHI"** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.

"Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

"Limited Data Set(s)" means a data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

"Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

"Permissible Use" means only those uses authorized in this Contract and as specifically defined herein.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (including or excluding zip code), telephone numbers, social security numbers, driver's license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

"Protected Health Information" or **"PHI"** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

"ProviderOne" means the Medicaid Management Information System, which is the State's Medicaid payment system managed by HCA.

"Regulation" means any federal, state, or local regulation, rule, or ordinance.

"Contractor" means the entity that is identified on the cover page of this Contract and is a party to this Contract, and includes the entity's owners, members, officers, directors, partners, trustees, employees, and Subcontractors and their owners, members, officers, directors, partners, trustees, and employees.

"Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

"Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information

2. Description of Data to be Shared / Data Licensing Statements

Data Licensing Statements are the written statements that determine the following issues, at a minimum:

a. Identification of the purpose of the file;

b. Identification of costs (if any)

c. Identification of transmission method; and

d. Identification of the file layout.

Attachment 1A contains the Data Licensing Statement for this Contract

3. Data Classification

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4, *Data Security*, of *Securing IT Assets Standards* No. 141.10 in the *State Technology Manual* at

https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets. Section 4 is hereby incorporated by reference.)

The Data that is the subject of this Contract is classified as indicated below:

☐ Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

☐ Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

☐ Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

a. Personal Information about individuals, regardless of how that information is obtained;

b. Information concerning employee personnel records;

c. Information regarding IT infrastructure and security of computer and telecommunications systems;

☒ Category 4 – Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;

b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

4. Constraints on Use of Data/Limited License

4.1. Subject to the Terms and Conditions of this Contract, HCA hereby grants Contractor a limited license for the access and Permissible Use of Data. This grant of access may not be deemed as providing Contractor with ownership rights to the Data. The Data being shared/accessed is owned and belongs to HCA.

4.2. Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Contractor from making any further disclosure(s) of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD data to investigate or prosecute with

regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. §§ 2.12(c)(5) and 2.65.

4.3. This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose and justification of this Contract as set out in the Data Licensing Statement(s). Any analysis, use, or reporting that is not within the Purpose of this Contract is not permitted without HCA's prior written consent.

4.4. This Contract does not constitute a release for Contractor to share the Data with any third parties, including Subcontractors, even if for authorized use(s) under this Contract, without the third party release being approved in advance by HCA and identified in the Data Licensing Statement(s).

4.5. Derivative Data Product Review and Release Process. All reports derived from Data shared under this Contract, produced by Contractor that are created with the intention of being published for or shared with external customers (Data Product(s)) must be sent to HCA for review of usability, data sensitivity, data accuracy, completeness, and consistency with HCA standards prior to disclosure. This review will be conducted and response of suggestions, concerns, or approval provided to Receving Party within 10 business days.

a. Small Numbers. Contractor will adhere to *HCA Small Numbers Standards*, Attachment 2. HCA and Contractor may agree to individual Permissible Use exceptions to the Small Numbers Standards, in writing (email acceptable).

4.6. Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.

5. Data Modification(s)

Any modification to the Purpose, Justification, Description of Data to be Shared/Data Licensing Statement(s), and Permissible Use, is required to be approved through HCA's Data Request Process. Contractor must notify HCA's Contract Manager of any requested changes to the Data elements, Use, records linking needs, research needs, and any other changes from this Contract, immediately to start the review process. Approved changes will be documented in an Amendment to the Contract.

6. Security of Data

6.1. Data Protection

The Contractor must protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by

a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

b. Physically securing any computers, documents, or other media containing the Confidential Information.

6.2. Data Security Standards

Contractor must comply with the Data Security Requirements set out in Attachment 1 and the Washingtoı OCIO Security Standard, 141.10 (https://ocio.wa.gov/policies/141-securing-information-technology-

assets/14110-securing-information-technology-assets.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

6.3. Data Disposition and Retention

a. Contractor will dispose of HCA Data in accordance with this section.

b. Upon request by HCA, or at the end of the Contract term, or when no longer needed, Confidential Information/Data must be disposed of as set out in Attachment 1, Section 5 *Data Disposition,* except as required to be maintained for compliance or accounting purposes. Contractor will provide written certification to HCA of disposition using Attachment 4, *Certification of Destruction/Disposition of Confidential Information.*

7. Data Confidentiality and Non-Disclosure

7.1. Data Confidentiality.

The Contractor will not use, publish, transfer, sell, or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose, justification, and Permissible Use of this Contract, as set out in the attached Data Licensing Statement(s) except: (a) as provided by law; or (b) with the prior written consent of the person or personal representative of the person who is the subject of the Data.

7.2. Non-Disclosure of Data

The Contractor must ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this Contract before gaining access to the Data identified herein. The Contractor will also instruct and make any new employe aware of the use restrictions and protection requirements of this Contract before they gain access to the Data.

The Contractor will ensure that each employee or Subcontractor who will access the Data signs the *User Agreement on Non-Disclosure of Confidential Information*, Attachment 3 hereto. The Contractor will retair the signed copy of the *User Agreement on Non-Disclosure of Confidential Information* in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The documentation must be available to HCA upon request.

7.3. Penalties for Unauthorized Disclosure of Data

State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules, 45 C.F.R. Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R., Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 C.F.R. Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

The Contractor accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of the Contract.

8. Data Shared with Subcontractors

The Contractor will not enter into any Subcontract without the express, written permission of HCA, which will approve or deny the proposed subcontract in its sole discretion. If Data access is to be provided to a Subcontractor under this Contract it will only be for the Permissible Use authorized by HCA and the

Contractor must include all of the Data security terms, conditions and requirements set forth in this Contract in any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of the Contractor to HCA for any breach in the performance of the Contractor's responsibilities.

9. Audit

9.1. At HCA's request or in accordance with OCIO 141.10, Contractor shall obtain audits covering Data Security and Permissible Use. Contractor may cover both the Permissible Use and the Data Security Requirements under the same audit, or under separate audits. The term, "independent third-party" as referenced in this section means an outside auditor that is an independent auditing firm.

9.2. Data Security audits must demonstrate compliance with Data Security standards adopted by the Washington State Office of the Chief Information Officer (OCIO), and as set forth in Attachment 1, *Data Security Requirements*. At a minimum, audit(s) must determine whether Data Security policies, procedures, and controls are in place to ensure compliance with all Data Security Requirements set forth herein and as required by state and federal law.

9.3. Permissible Use Audits must demonstrate compliance with Permissible Use standards as set forth in this Contract and each Attachment A. Audit(s) must determine whether Permissible Use policies, procedures, and controls are in place to ensure compliance with all Permissible Use requirements in this Contract.

9.4. HCA may monitor, investigate, and audit the use of Personal Information received by Contractor through this Contract. The monitoring and investigating may include the act of introducing data containing unique but false information (commonly referred to as "salting" or "seeding") that can be used later to identify inappropriate use or disclosure of Data.

9.5. During the term of this Contract and for six (6) years following termination or expiration of this Contract, HCA will have the right at reasonable times and upon no less than five (5) business days prior written notice to access the Contractor's records and place of business for the purpose of auditing, and evaluating the Contractor's compliance with this Contract and applicable laws and regulations.

10. Data Breach Notification and Obligations

10.1. The Breach or potential compromise of Data shared under this Contract must be reported to the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov within one (1) business day of discovery.

10.2. If the Breach or potential compromise of Data includes PHI, and the Contractor does not have full details, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these reports must include the following:

a. The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;

b. The nature of the unauthorized Use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;

c. A description of the types of PHI involved;

d. The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence;

e. Any details necessary for a determination of the potential harm to Clients whose PHI is believed to have been Used or disclosed and the steps those Clients should take to protect themselves; and

f. Any other information HCA reasonably requests.

10.3. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164 Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.

10.4. If notification must, in the sole judgement of HCA, must be made Contractor will further cooperate and facilitate notification to necessary individuals, to the U.S. Department of Health and Human Services (DHHS) Secretary, and to the media. At HCA's discretion, Contractor may be required to directly perform notification requirements, or if HCA elects to perform the notifications, Contractor must reimburse HCA for all costs associated with notification(s).

10.5. Contractor is responsible for all costs incurred in connection with a security incident privacy Breach, or potential compromise of Data, including:

a. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;

b. Notification and call center services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identify theft assistance; and

c. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

10.6. Any breach of this section may result in termination of the Contract and the demand for return or disposition, as described in Section 7.3, of all HCA Data.

10.7. Contractor's obligations regarding breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Data and for any Breach or potential compromise,

11. Privacy Breach Response Coverage Requirements

For the term of this Contract and 3 years following its termination or expiration, Contractor must maintain insurance to cover costs incurred in connection with a security incident, privacy Breach, or potential compromise of Data, including:

a. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;

b. Notification and call center services for individuals affected by a security incident, or privacy Breach;

c. Breach resolution and mitigation services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identity theft assistance; and

d. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

12. Survival Clauses

The terms and conditions contained in this Schedule that by their sense and context are intended to survive the expiration or other termination of this Schedule must survive. Surviving terms include, but are not limited to: *Constraints on Use of Data / Limited License, Security of Data, Data Confidentiality and Non-Disclosure of Data, Audit, HIPAA Compliance, Data Breach Notification and Obligations, Dispute Resolution, Inspection, Insurance, Maintenance of Records, and Responsibility*.

Attachment 1A: Data Licensing Statement

1. Background

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Application (RFA) dated December 29, 2021, (Exhibit A) for the purpose of developing and implementing or continuing to expand Medication for Opioid Use Disorder (MOUD) in Jails Program in accordance with its authority under chapters 39.26 and 41.05 RCW. The resulting Statement of Work requires the jail to share specific Data with HCA regarding individuals with Opioid Use Disorder

2. Justification and Authority for Data Sharing

The Data to be shared under this DSA are necessary to comply with 2021 Engrossed Senate Bill 5476 and Engrossed Substitute Bill 5092 directing HCA to implement and enhance medication for Opioid Use Disorder in jail programs.

3. Purpose / Use / Description of Data

The purpose of this DSA is to provide terms and conditions under which HCA will allow the restricted use of its Data to the Contractor, and under which the Contractor may receive and use the Data. This DSA ensures that HCA Data is provided, protected, and used only for purposes authorized by state and federal law governing such Data use.

The scope of this DSA only provides the Contractor with access and Permissible Use of Data; it does not establish an agency relationship or independent contractor relationship between HCA and the Contractor.

a. File Layout: The Parties will exchange Data using the mutually agreed upon file layouts below. The Parties may edit and/or change the *File Layout* as considered necessary.

   i. Method of Access/Transfer: Once an established Secure Data Transfer connection with the host computer at Contractor's location is confirmed, Contractor will provide Data listed in *File Layout* list below, to HCA.

   ii. Delivery Method: Secure File Transfer

   iii. Frequency of Data Delivery: Contractor will transmit Data monthly, by the 10th day of the month for the previous month.

   iv. Costs: N/A

Contractor will be sharing with HCA the following Data elements:

i. Full name

ii. Date of birth

iii. Provider One #, SSN or another unique identifier

iv. Date of booking

v. Date MOUD started: continued or induction?

vi. Date of release if applicable

vii. Scheduled first MOUD appointment upon release

viii. Which MOUD provided upon release

Attachment 2: Data Security Requirements

1. Definitions

In addition to the definitions set out in the Data Use, Security, and Confidentiality Schedule, the definitions below apply to this Attachment.

a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.

   i. Passwords for external authentication must be a minimum of 10 characters long.

   i. Passwords for internal authentication must be a minimum of 8 characters long.

   ii. Passwords used for system service or service accounts must be a minimum of 20 characters long.

b. "Portable/Removable Media" means any data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).

c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players); and laptop/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.

d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.

f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail, or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Data Transmission

a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (http://csrc.nist.gov/publications/PubsSPs.html). This includes transmission over the public internet.

b. When transmitting HCA's Confidential Information via paper documents, the Contractor must use a Trusted System and must be physically kept in possession of an authorized person

3. Protection of Data

The Contractor agrees to store and protect Confidential Information as described:

a. Data at Rest:

i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

i. Data stored on Portable/Removable Media or Devices:

(A) Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

(B) HCA's data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the DSA. If so authorized, the Contractor must protect the Data by:

(1) Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

(2) Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;

(3) Keeping devices in locked storage when not in use;

(4) Using check-in/check-out procedures when devices are shared;

(5) Maintain an inventory of devices; and

(6) Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

b. **Paper documents.** Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Data Segregation

HCA's Data received under this DSA must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all of HCA's Data can be identified for return or destruction. It also aids in determining whether HCA's Data has or may have been compromised in the event of a security breach.

a. HCA's Data must be kept in one of the following ways:

   i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or

   i. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or

   ii. in a database that will contain only HCA Data; or

   iii. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or

   iv. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate HCA's Data from non-HCA data, then both HCA's Data and the non-HCA data with which it is commingled must be protected as described in this Attachment.

c. Contractor must designate and be able to identify all computing equipment on which they store, process and maintain HCA Data. No Data at any time may be processed on or transferred to any portable storage medium. Laptop/tablet computing devices are not considered portable storage medium devices for purposes of this DSA provided it is installed with end-point encryption.

5. Data Disposition

Consistent with Chapter 40.14 RCW, Contractor shall erase, destroy, and render unrecoverable all HCA Confidential Data and certify in writing that these actions have been completed within thirty (30) days of the disposition requirement or termination of this DSA, whichever is earlier. At a minimum, media sanitization is to be performed according to the standards enumerated by NIST SP 800-88r1 Guidelines for Media Sanitization.

a. For HCA's Confidential Information stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Data as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

6. Network Security

Contractor's network security must include the following:

a. Network firewall provisioning;

b. Intrusion detection;

c. Quarterly vulnerability assessments; and

d. Annual penetration tests.

7. Application Security

Contractor must maintain and support its software and subsequent upgrades, updates, patches, and bug fixes such that the software is, and remains secure from known vulnerabilities.

8. Computer Security

Contractor shall maintain computers that access Data by ensuring the operating system and software are updated and patched monthly, such that they remain secure from known vulnerabilities. Contractor computer device(s) must also be installed with an Anti-Malware solution and signatures updated no less than monthly.

9. Offshoring

Contractor must maintain all hardcopies containing Confidential Information only from locations in the United States.

Contractor may not directly or indirectly (including through Subcontractors) transport any Data, hardcopy or electronic, outside the United States unless it has advance written approval from HCA.

Attachment 3: HCA Small Numbers Standard

1. Why do we need a Small Numbers Standard?

It is the Washington State Health Care Authority's (HCA) legal and ethical responsibility to protect the privacy of its clients and members. However, HCA also supports open data and recognizes the ability of information to be used to further HCA's mission and vision. As HCA continues down the path of Data Governance maturity, establishing standards such as this is key in helping HCA analysts and management meet the needs of external data requestors while maintaining the trust of our clients and members and complying with agency, state and federal laws and policies.

Publishing data products that include small numbers creates two concerns. As a reported number gets smaller, the risk of re-identifying an HCA client or member increases. This is especially true when a combination of variables are included in the data product to arrive at the small number (e.g. location, race/ethnicity, age, or other demographic information).

Small numbers can also create questions around statistical relevance. When it comes to publicly posting data products on HCA's internet site, or sharing outside the agency, the need to know the exact value in a cell that is less than 11 must be questioned.

As the agency moves away from traditional, static reports to a dynamic reporting environment (e.g. Tableau visualizations), it is easier for external data consumers to arrive at small numbers. Further, those external consumers have an increasing amount of their own data that could be used to re-identify individuals. As a result, more rigor and a consistent approach needs to be in place to protect the privacy of HCA's clients and members. Until now, some HCA data teams have elected to follow small numbers guidelines established by the Department of Health, which include examples of suppression methods for working with small numbers. HCA is now establishing its own standard, but is planning to work with DOH and other agencies dealing with healthcare data to try and develop a consistent small numbers methodology at a statewide level.

2. Scope

HCA often uses Category 4 data to create summary data products for public consumption. This Standard is intended to define one of the requirements for a summary data product to be considered Category 1. Specifically, it is intended to define the level of suppression that must be applied to an aggregated data product derived from Category 4 data for the data product to qualify as Category 1. Category 1 products are data products that are shared external to the agency, in large part those products that are posted on HCA's Internet website (www.hca.wa.gov). The primary scope of this Standard is for those data products posted publicly (e.g. on the website), or, shared as public information.

The following are examples of when this Standard **does not** apply to data products are:

a. Those shared directly with an external entity outside HCA, the Standard suppression of small numbers would not be required. However, you should notify the recipient that the data products contains sensitive information and should not be shared or published.

b. Those exchanged under a data share agreement (DSA) that will not be posted or shared outside the Contractor.

c. Those created for HCA-only internal use.

This standard does not supersede any federal and state laws and regulation.

3. Approach

In 2017, an impromptu workgroup was formed to tackle the issue of small numbers and determine what the general approach for handling data products that contain them would be. This initial effort was led by the agency's Analytics, Interoperability and Measurement (AIM) team who had an immediate need for guidance in handling and sharing of data products containing small numbers. The result of that work was a set of Interim Small Numbers Guidelines, which required suppression of cells containing values of less than 10. In addition, data products that contain small numbers are considered Category 2 under HCA's Data Classification Guidelines.

In spring 2018, a new cross-divisional and chartered Small Numbers Workgroup was formed to develop a formal agency standard. Representatives from each of the major HCA divisions that produce data and analytic products were selected. The charter, complete with membership, can be found here (available to internal HCA staff only). The Workgroup considered other state agency standards, and national standards and methods when forming this standard. The Workgroup also consulted business users and managers to determine the potential impact of implementing a small numbers suppression standard. All of this information was processed and used to form the HCA Small Numbers Standard.

4. State and National Small Numbers Standards Considered

When developing these standards, HCA reviewed other organizations' small numbers standards at both a state and federal level. At the state level, DOH recently published a revised Small Numbers Standard, which emphasizes the need for suppression for both privacy concerns and statistical relevance. HCA also convened a meeting of other state agencies to discuss their approach and policies (if any) around Small Numbers. Feedback from that convening was also taken into consideration for this Standard as well.

Federal health organizations such as the Centers for Disease Control and Prevention (CDC) and the National Center for Health Statistics (NCHS) also maintain small numbers standards. HCA's federal oversight agency and funding partner, the Centers for Medicare and Medicaid Services (CMS) adopts suppression of any cell with a count of 10 or less.

5. WA Health Care Authority Small Numbers Standard

Any HCA external publication of data products are to be compliant with both HIPAA and Washington State privacy laws. Data products are not to contain small numbers that could allow re-identification of individual beneficiaries. HCA analysts are to adhere to the following requirements when developing Category 1 data products for distribution and publication. Category 1 data is information that can be released to the public. These products do not need protection from unauthorized disclosure, but do need integrity and availability protection controls. Additionally, all contractors (state and private) that use HCA's data to produce derivative reports and data products are required to adhere to this standard as well. HCA's Contracts team will ensure that proper contractual references are included to this and all HCA Data Release and Publishing Standards. The requirements discussed herein are not intended for Category 2, Category 3, or Category 4 data products.

6. HCA's Small Number Standard:

a. There are no automatic exemptions from this standard

b. (See Exception Request Process section below)

c. Standard applies for all geographical representations, including statewide.

d. Exceptions to this standard will be considered on a case-by-case basis (see *Exception Request Process* section later in this document for more information).

e. Ensure that no cells with $0 < n < 11$ are reported ($0 < n < 11$ suppressed)

f. Apply a marginal threshold of 1 - 10 and cell threshold of 1 - 10 to all tabulations

g. (0 < n < 11 suppressed).

h. To protect against secondary disclosure, suppress additional cells to ensure the primary suppressed small value cannot be recalculated.

i. Suppression of percentages that can be used to recalculate a small number is also required.

j. Use aggregation to prevent small numbers but allow reporting of data. Age ranges are a very good example of where aggregation can be used to avoid small numbers but avoid suppressing data (see example below).

7. Small Numbers Examples

a. Example (Before Applying Standard)

Client Gender	County	Accountable Community of Health (ACH)	Statewide
Male	6	8	14
Female	11	15	26
TOTAL	17	23	40

b. Example (After Applying Standard)

Client Gender	County	ach	Statewide
Male	---[1]	---	14
Female	11	15	26
TOTAL	---	---	40

[1] In order to protect the privacy of individuals, cells in this data product that contain small numbers from 1 to 10 are not displayed.

The above examples show in order to comply with the standard, analysts must not only suppress directly those cells where n < 11, but also in this case secondary suppression is necessary of the county and ACI totals in order to avoid calculation of those cells that contained small numbers.

c. Example (Suppression with no aggregation)

Age Range	County	ach	Statewide
0-3	5 (would be suppressed)	8 (would be suppressed)	13 (would be suppressed)
4-6	7 (would be suppressed)	18	25 (would be suppressed)
	15	23	38
10-12	24	33	57
TOTAL	51 (would be suppressed)	82 (would be suppressed)	133

d. Example (Using aggregation instead of suppression)

Age Range	County	ach	Statewide
0-6	12	26	38
7-9	15	23	38

10-12	24	33	57
TOTAL	51	82	133

The above examples provide guidance for using aggregation to avoid small number suppression and still provide analytic value to the end user. Aggregation is an excellent method to avoid presenting information with many holes and empty values.

Attachment 4: Certification of Destruction/Disposal of Confidential Information

(To Be Filled Out and Returned to HCA Upon Termination of DSA)

NAME OF CONTRACTOR:	DATA SHARE AGREEMENT (DSA) #:

_____ (Contractor) herby certifies that the data elements listed below or attached, received as a part of the data provided in accordance with DSA have been:

☐ DISPOSED OF/DESTROYED ALL COPIES

You certify that you returned or destroyed all identified confidential information received from HCA, or created, maintained, or received by you on behalf of HCA. You certify that you did not retain any copies of the confidential information received by HCA.

Description of Information Disposed of/ Destroyed

Date of Destruction: _____

Method(s) of destroying/disposing of Confidential Information:

Disposed of/Destroyed by:

Signature	Date
Printed Name:	
Title:	

WHATCOM COUNTY:

Recommended for Approval:

08/22/22

Bill Elfo, Sheriff Date

Approved as to form:

Approved via email 8.17.22

Brandon Waldron, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-470

File ID:	AB2022-470	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/24/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Children's Home Society of Washington for additional support allocated to the Parent for Parent Program, in the total amended amount of $94,350.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memorandum, Proposed Contract 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

August 23, 2022

TO: Satpal Sidhu, Whatcom County Executive

FROM: David Reynolds, Director of Superior Court Administration

RE: Parent for Parents Contract Amendment

Please find the attached amendment to Whatcom County Contract number 202107017 between Whatcom County and the Children's Home Society

Background and Purpose

Whatcom County Superior Court Juvenile Division has long been receiving funding to help reimburse local funding for the Parent For Parent program.

Funding and Source

The funding provided by the State and passed through the Children Home's Society to reimburses our current expenses relating to this effort.

Difference From Last Contract

The amount of the contract is increasing by an additional, $ 15,000 to be used between September 1, 2022 and June 30th, 2023.

All other terms and conditions of the contract remain in full force and effect.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202107017-1

Originating Department:	Superior Court
Division/Program: *(i.e. Dept. Division and Program)*	Juvenile / Administration
Contract or Grant Administrator:	David Reynolds
Contractor's / Agency Name:	Children's Home Society of Washington

Is this a New Contract? Yes ○ No ◉
If not, is this an Amendment or Renewal to an Existing Contract? Yes ◉ No ○
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 202107017

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?
Yes ○ No ◉ If yes, RFP and Bid number(s): _____ Contract Cost Center: 1967

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):
$ 79,350

This Amendment Amount:
$ 15,000

Total Amended Amount:
$ 94,350.00

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:

The purpose of the amendment is to increase the amount of funds available to reimburse costs associated with the Parent For Parent program in the Juvenile Division of Superior Court.

Term of Contract: September 2022	Expiration Date: 06-30-2023

Contract Routing:

1. Prepared by:	DReynolds	Date: 8-23-22
2. Attorney signoff:	KFrakes	Date: 8-23-22
3. AS Finance reviewed:	M Caldwell	Date: 8/23/22
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date: 08/24/22
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 07/06/20

CHILDREN'S HOME SOCIETY of Washington

WHATCOM COUNTY CONTRACT NO. 202107017-1

Parents for Parents (P4P) Agreement
AMENDMENT
Between
CHILDREN'S HOME SOCIETY OF WASHINGTON
And
WHATCOM COUNTY SUPERIOR COURT

This Amendment ("Amendment 1), modifies the agreement between Children's Home Society of Washington (CHSW) and Whatcom County Superior Court concerning the expansion of the Parents 4 Parents agreement entered into 7/1/2021 as follows:

1. Funding & Financial Agreement is changed to: Due to additional funding received we will pay Contractor an additional $15,000 for a total of $94,350.00. This one-time, limited funding will be from September 1st, 2022-June 30th, 2023.

2. **No other changes**. All other terms and provisions of the contract remain in full force and effect through the end of the amended period of the agreement.

CHILDREN'S HOME SOCIETY OF WASHINGTON

Marlena Torres
Chief Operating Officer

8/19/22
Date

WHATCOM COUNTY SUPERIOR COURT

Satpal Sidhu
County Executive

Date

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-472

File ID:	AB2022-472	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/25/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Mercy Housing Northwest to provide funding for permanent supportive housing personnel at Trailview Apartments, in the amount of $209,250

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Contract

WHATCOM COUNTY
Health Department

Erika Lautenbach, MPH, Director

Amy Harley, MD, MPH, Co-Health Officer
Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Mercy Housing Northwest – Trailview Apartments Permanent Supportive Housing Contract

DATE: August 25, 2022

Attached is a contract between Whatcom County and Mercy Housing Northwest for your review and signature.

- **Background and Purpose**

This contract provides funding for personnel necessary to support housing stability for sixteen households that will reside at Mercy Housing Northwest's new Trailview Apartments in Bellingham, Washington. Trailview Apartments provides 16 supportive housing units dedicated for families with children who are exiting homelessness. All families served will have incomes at or below 60% of the area median income when they are referred to the facility through the Whatcom Homeless Service Center. They will be prioritized by the local coordinated entry housing system. Because this project's success with permanent housing stability requires long-term supportive services for these families, this contract's initial funding term is set for 27 months (10/1/22-12/31/24) and subject to extension via amendment after the initial term.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed $209,250, is provided by HB 1406 (Affordable & Supportive Housing – Sales and Use Tax) Funds. These funds are included in the 2022 budget and will be included in the 2023 and 2024 budgets. Council approval is required as funding exceeds $40,000.

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 No. ____

Originating Department:	85 Health
Division/Program: *(i.e. Dept. Division and Program)*	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Christopher D'Onofrio
Contractor's / Agency Name:	Mercy Housing Northwest

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?		If yes, grantor agency contract number(s):		CFDA#:	
Yes ☐	No ☒				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):			
Yes ☐	No ☒				

Is this contract the result of a RFP or Bid process?				Contract Cost Center:	
Yes ☐	No ☒	If yes, RFP and Bid number(s):	3.08.060(G)		129100

Is this agreement excluded from E-Verify?	No ☐	Yes ☐	

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):
$ 209,250
This Amendment Amount:
$
Total Amended Amount
$

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

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

Summary of Scope: This contract provides funding for Mercy Housing Northwest to operate Trailview Apartments, a permanent supportive housing facility with 16 units intended to serve families with children exiting homelessness.

Term of Contract:	27 Months	Expiration Date:	12/31/2024

Contract Routing:				
1. Prepared by:	JT		Date:	08/17/2022
2. Health Budget Approval:	KR/JG		Date:	08/24/2022
3. Attorney signoff:	RB		Date:	08/25/2022
4. AS Finance reviewed:	M Caldwell		Date:	8/24/22
5. IT reviewed (if IT related):			Date:	
6. Contractor review:			Date:	
7. Executive Contract Review:			Date:	
8. Council approved (if necessary):	AB2022-472		Date:	
9. Executive signed:			Date:	
10. Original to Council:			Date:	

Whatcom County Contract No.

_____

CONTRACT FOR SERVICES
Between Whatcom County and Mercy Housing Northwest

Mercy Housing Northwest, 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 1st day of October, 2022 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2024.

The general purpose or objective of this Agreement is to **operate permanent supportive housing units at Trailview Apartments,** as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement is estimated at $209,250. 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:

Mercy Housing Northwest
1510 North Forest Street
Bellingham, WA 98225

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

_____

Joe Thompson, President Date

WHATCOM COUNTY:
Recommended for Approval:

Ann Beck, Community Services 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:

Mercy Housing Northwest
Joe Thompson, President
6930 Martin Luther King Jr. Way South
Seattle, WA 98118
206-602-3480
Joseph.Thompson@mercyhousing.org

GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

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

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

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

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

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

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

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

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

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance: Commercial General Liability and Business Automobile Liability

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

3. Additional Insurance Requirements and Provisions

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

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

c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non- contributory to Contractor's insurance.

d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.

f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier.

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

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

i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

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

k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.

l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.

m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

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

34.3 Defense & Indemnity Agreement:

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

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

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

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

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

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

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

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or

benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

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

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

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

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

Chris D'Onofrio, Program Specialist
Whatcom County Health Department

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

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

Mercy Housing Northwest
Kate Parker, Vice President of Resident Services
6930 Martin Luther King Jr. Way South
Seattle, WA 98118
206-838-5700
KParker@mercyhousing.org

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic

transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

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

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

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

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

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

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

40.2 Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a

commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

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

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

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

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

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

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

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

As outlined in the Whatcom County Strategic Plan to End Homelessness, the housing service continuum for Whatcom County community members relies on a range of interventions to deliver appropriate services based on the assessed needs of households experiencing homelessness. The shortage of affordable units dedicated for families with children has led to a large and growing backlog of unserved families; as of July 2022, the number of Whatcom County families known to be eligible and waiting for this type of service was 163, as reported by the Whatcom Homeless Service Center's monthly housing pool report. The long wait for affordable and supportive units increases the amount of time these families spend without safe and stable housing and prolongs their exposure to the harms associated with homelessness, which have been shown to correlate with future homelessness and other adverse health impacts for those children. The goal of this project is to decrease family homelessness immediately and reduce corresponding episodes of new homelessness in future generations.

This contract, supported by HB 1406 funding, will help fund operations for these new units of supportive housing as allowed by RCW 82.14.540.

II. Definitions

Permanent Supportive Housing (PSH)	A long-term evidence-based best practice housing solution for vulnerable families with persistent challenges to stable housing. This intervention pairs affordable housing units with case management to support long-term stability and increase wellbeing of the household.
Coordinated Entry	A coordinated entry system assesses households in need of housing services to determine each household's urgency of need as well as the intervention type that would be most appropriate. The coordinated entry system refers households to fill project vacancies as they occur. The system links individual households with partner agencies who provide the direct services for those clients.

III. Statement of Work

The Contractor will:

a. Provide safe and reliable housing for 16 households. Each household will include families with children experiencing homelessness and be referred by the Whatcom Homeless Service Center's Coordinated Entry referral system.

b. Provide case management for individual households who will be residing at Trailview Apartments to remove barriers to housing stability and improve health and wellbeing for those families. This will include creating housing stability plans to help manage conflict, creating budgets to promote financial well-being and resolving debt and/or credit challenges in order to make future independent tenancy more likely.

c. Provide supportive services that facilitate and encourage connections to external community resources including, but not limited to, assistance through Washington State Department of Social and Health

Services, medical insurance coverage, behavioral health treatment services, enrollment in childcare for children between one and five years of age, occupational support, and other community engagement activities, as appropriate.

IV. Program Requirements

a. Households will only be admitted to the housing units based on referrals from Whatcom County's Coordinated Entry lead agency. Vulnerable families who are experiencing homelessness will be prioritized.

b. Ensure that residents understand their rights to file grievances with the Whatcom County Health Department and the Whatcom Homeless Service Center and are provided full access to a grievance filing process. Grievance policies must be submitted to Whatcom County Health Department at program onset and whenever updated.

c. Provide training to all staff that includes Trauma Informed Care, Cultural Humility, motivational interviewing, mental health first aid, and basic first aid within six months of hire. Record of training attendance must be available upon request.

d. All households will participate in the Washington State Homeless Management Information System (HMIS). Anonymous participation is acceptable.

e. As landlord and property manager, Mercy Housing Northwest will comply with all requirements of Washington State's Landlord Tenant Act laws.

f. Discharge summaries, including exit destinations for each exiting household, will be provided to Whatcom County Health Department within two weeks following the end of each operational quarter.

V. Program Outcomes

a. All units will be occupied within the first six months of project opening,

b. Vacancies will be filled within 45 days from the previous household's exit date unless extensive repairs or maintenance is required. Any vacancy in excess of 45 days must be communicated to contract manager.

c. Fewer than 15% of household exits will occur before the household has either achieved a minimum of 12 months of housing stability at Trailview Apartments or identified an alternative housing arrangement that provides long-term support to the family.

VI. Reporting Requirements

Quarterly reports will include:

a. Number of households on first day of quarter

b. Number of homeless-at-entry households that exited during quarter

c. Number of days of vacancy between each exit and re-occupancy by another family

d. For all households that exit, their next housing destination and brief summary of circumstances describing the reasons for their exit (if known)

e. Average (mean and median) length of stay for all homeless-at-entry households currently occupying units

Exhibit B
(COMPENSATION)

I. **Source of Funding and Budget**: The source of funding for this contract, in an amount not to exceed $209,250, is HB 1406 – Affordable & Supportive Housing Funds. The budget for this contract is as follows:

Budget Period (10/01/2022 – 12/31/2024)		
***Cost Description**	**Documents Required with Invoices**	**Budget**
Personnel (Case Management Staff)	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	$190,227
	SUBTOTAL	**$190,227**
Indirect costs at 10% of subtotal		$19,023
	TOTAL BUDGET:	**$209,250**

*Under no circumstances shall indirect costs exceed the amount indicated above.

II. **Invoicing**:

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above.
2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from 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: AB2022-475

File ID:	AB2022-475	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/25/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Crossroads Consulting to expand the term, scope and compensation of the agreement for a total of $150,950

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Crossroads Consulting to expand the term, scope and compensation of the agreement for a total of $150,950

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract Information Sheet, Contract Amendment, Memo - Councilmember Buchanan

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

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Council Staff

RE: Contract Amendment for meeting facilitation and project coordination for Justice Project

DATE: September 2, 2022

Enclosed is a contract amendment between Whatcom County and Crossroads Consulting for your review and signature.

- Background and Purpose

Whatcom County entered into a contract with Crossroads Consulting to provide facilitation and consulting services to assist the Stakeholder Advisory Committee (SAC) in development of a needs assessment. The contract also included work with data teams and Incarceration Prevention and Reduction Task Force (IPRTF) teams as well creating the needs assessment report (Contract #202202018; $39,950). Additional assistance is needed, including survey research, coordination with the communications consultant, facilitation of additional SAC meetings and community forums, GARE analysis, and general project coordination and administration.

- Funding Amount and Source

The original contract amount for Phase 1 was $39,950. The contract amendment is for $111,000 for a total amended amount of $150,950. Funding is available through the New Health, Safety & Justice Facility fund.

- Differences from Previous Contract

The timeframe of the proposed contract amendment is extended to September 2023. The proposed contract amendment increases the contract by $111,00 for a total amount of $150,950. Consulting assistance is needed for additional tasks, see above, to support the Planning Team and SAC in development of the needs assessment report for the Justice Project.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	
Division/Program: *(i.e. Dept. Division and Program)*	
Contract or Grant Administrator:	
Contractor's / Agency Name:	

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

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

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

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

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

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

If YES, indicate exclusion(s) below:

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

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

Summary of Scope:

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.

Term of Contract:	Expiration Date:

Contract Routing:

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

Last edited 07/06/20

Whatcom County Contract No.

202202018-1

Amendment No. 1
Whatcom County Contract No. 202202018
CONTRACT BETWEEN WHATCOM COUNTY AND
Crossroads Consulting

THIS AMENDMENT is to the Contract between Whatcom County and Crossroads Consulting, dated March, 17, 2022 and designated "Whatcom County Contract No.202202018". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment adds activities to the Scope of Work, as defined in Exhibit A, Scope of Work.

This Amendment also extends the term of this Agreement through August 31, 2023, and increases the maximum consideration by $111,000 to a total consideration of $150,950 as further defined in Exhibit B, Compensation.

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: September 1, 2022, regardless of the date of signature.

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, Whatcom County and Crossroads Consulting have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 20___.

CONTRACTOR:

Crossroads Consulting

_____
Holly O'Neil

CONTRACTOR INFORMATION:

Crossroads Consulting
P.O. Box 541
Deming, WA 98244
360-303-3217
holly@crossroads.pro

Mailing Address:
2728 Walnut Street
Bellingham, WA 98225

WHATCOM COUNTY:

Recommended for Approval:

Approved as to form:

__Christopher Quinn per email 08/25/2022_
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

EXHIBIT "A"
(SCOPE OF WORK)

The purpose of this amendment is to provide additional consulting, research, and facilitation services to support the Whatcom County Public Health, Safety, and Justice Initiative.

Activities

1. Conduct additional survey research for developing Needs Assessment
2. Continue Coordinating with Communication Consultant Team
3. Continue Supporting Planning Team (meeting agendas, notes, facilitation)
4. Facilitate meetings to identify and implement improvements for correctional facilities and services
5. Facilitate up to five additional community forums to gather input on the Needs Assessment
6. Revise Needs Assessment to reflect GARE analysis and public feedback, prepare final draft for presentation
7. Provide project coordination and administration

Deliverables:

- Survey instruments
- Survey reports of findings
- Agendas for meetings
- Notes of meetings and forums
- Final Needs Assessment – designed and formatted for public distribution
- Slide decks of Survey Findings and Needs Assessment

EXHIBIT "B"
(COMPENSATION)

Budget:
The source of funding for this agreement, in an amount not to exceed $111,000., is the Jail Improvement Fund. Invoices will be submitted to Whatcom County c/o Project Manager, Barry Buchanan and should include actual costs for billed activities. Invoice will also reflect total number of activities (ex: completed 2 of 5 five forums) fulfilled at the time of the invoice so as not to exceed contractual limitations.

ACTIVITIES	HOURS	BUDGET 9/1/22 - 9/1/23
1. Conduct additional survey research for developing Needs Assessment	106 hours at $150/hr.	$16,000
2. Continue coordinating with Communication Consultant Team	26 hours at $150/hr.	$4,000
3. Continue supporting Planning Team (meeting agendas, notes, facilitation)	48 hours at $150/hr. 60 hours at $75/hr.	$12,000
4. Facilitate 2 additional SAC meetings	2 meetings at $1,200 each	$2,400
5. Facilitate stakeholder meetings to further develop and refine improvements for correctional facilities and services as articulated in the Needs Assessment (number of meetings and participants to be determined by the Planning Team)	184 hours at $150/hr.	$27,600
6. Facilitate up to five community forums to gather input on the Needs Assessment and implementation strategies	100 hours at $150/hr.	$15,000
7. Revise Needs Assessment to reflect GARE analysis and public feedback, prepare final draft for presentation	152 hours at $125/hr.	$19,000
8. Continue to provide Project coordination and administration	200 hours at $75/hr.	$15,000
TOTAL BUDGET		**$111,000**

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

WHATCOM COUNTY COUNCIL
FROM THE DESK OF COUNCILMEMBER BARRY BUCHANAN

MEMO

TO: Whatcom County Council

FROM: Barry Buchanan, Councilmember, SAC Chair

DATE: September 6, 2022

RE: Justice Project Consultant Contracts

There are two contracts on the Sept. 13th Council agenda (AB2022-475 and AB2022-495) for consultant services for the Justice Project, and the following provides additional information.

BACKGROUND

The Whatcom County Council adopted a statement of Public Health, Safety and Justice Facility Planning Principles (Resolution 2019-036) to guide the Justice Project. At the project's core, a 38-member Stakeholder Advisory Committee (SAC) was tasked with creating a public health, safety, and justice facility needs assessment. Prior to the pandemic, the county had a contract with HOK (#202001020; $629,694) to lead the project. The project was put on hold and the contract cancelled.

When the project restarted in January, 2020, the planning and leadership teams envisioned a more grassroots process, drawing from county staff expertise, guidance from the Incarceration Prevention and Reduction Task Force, and using consultants for assistance at key points in the project. In an update to Council in the Criminal Justice and Public Safety Committee on April 26, 2022 (AB2022-159), information was presented about the project team and key roles, the anticipated use of consultant teams for meeting facilitation and strategy, report writing, data analysis, communications, and financing models. We are now at the point at which bringing on consultants for assistance is needed to move forward.

CONTRACT (AB2022-475): PROJECT COORDINATION & MEETING FACILITATION

Crossroads Consulting was initially hired to facilitate SAC meetings and assist the Planning Team with overseeing the process (Contract #202111008; $10,000). Project activities were expanded to include work with data teams and Incarceration Prevention and Reduction Task Force (IPRTF) teams as well writing the needs assessment report (Contract 202202018; $39,950).

Proposed Contract #202202018-1 ($111,000) is an amendment to continue to provide facilitation and consultation services to assist the Whatcom County Public Health, Safety, and Justice Initiative and the Stakeholder Advisory Committee. Services include continued project coordination, support for the Planning team and SAC, and work on the needs assessment report. Additional services include surveys of jail inmates and SAC members, meeting facilitation of community forums, and

coordination with communications consultant. Continuing these services throughout the remainder of the Justice Project is critical to the success of the project.

CONTRACT (AB2022-495): COMMUNICATIONS

The Leadership and Planning Team identified project needs for communications to the public to assist the SAC develop a needs assessment that is reflective of community values. Staff issued an RFP to the MRSC Roster for communications services for the Justice Project in May, 2022. The county contracted with The Vida Agency (Contract #202206005; $38,923) for Phase 1 of the project, to conduct discovery activities to inform an engagement approach and create a public engagement plan. The next step is a Phase 2 contract amendment (Contract #202206005-1; $146,984) to implement the public engagement plan, which includes targeted outreach events with tribal nations, immigrant populations, and formerly incarcerated people and their family members. Additionally, the consultant will develop a survey and promote it broadly to the general public through a variety of methods including social media and radio.

SUMMARY

The Planning Team has so far relied on SAC members, IPRTF members, and staff resources to engage the SAC in critical conversations to develop a needs assessment. Reaching out for consultant support on specific elements such as meeting facilitation, project coordination and communications is a cost-effective approach and essential for moving on the project to create a final needs assessment report by the end of the year.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-476

File ID:	AB2022-476	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/26/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to enter into a contract with S. S. Papadopulos & Associates, Inc. for the purpose of making refinements and improvements to the Whatcom County Groundwater Model in the amount of $286,016 (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The work in this contract includes refinements and improvements to the Whatcom County numerical Groundwater Model. The goal of the groundwater modeling project is to develop a model which will adequately assess the impacts to surface water flow from groundwater pumping and to inform the development of a water management plan that balances the needs of salmon and other aquatic resources with out of stream water needs

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

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, 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 S. Stoyka, Natural Resources Manager

RE: Contract with S.S. Papadopulos & Associates, Inc. to make refinements and upgrades to the Whatcom County Groundwater Model

DATE: August 24, 2022

Requested Action
Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District Board of Supervisors, enter into a contract for the sum of $286,016 with S.S. Papadopulos & Associates, Inc., for the purpose of making refinements and improvements to the Whatcom County Groundwater Model.

Background and Purpose
The work in this contract includes refinements and improvements to the Whatcom County numerical Groundwater Model. The goal of the groundwater modeling project is to develop a model which will adequately assess the impacts to surface water flow from groundwater pumping and to inform the development of a water management plan that balances the needs of salmon and other aquatic resources with out -of -stream water needs. The model is envisioned to be a crucial tool in developing solutions that are necessary to resolve the long-standing water management issues in Whatcom County. The initial steady-state numerical model was completed in 2019 on behalf of WRIA 1 Watershed Management Board agencies and other partners (Whatcom County, Whatcom PUD, City of Bellingham, Nooksack Indian Tribe, Lummi Nation, Bertrand Watershed Improvement District, and Washington Department of Ecology), with the Whatcom County Flood Control Zone District acting as the contracting agent and project manager. Following completion of the initial numerical model, a peer review of the model was conducted to ensure it is scientifically sound and meets industry standards prior to conducting further modeling work. The peer review identified several refinements that would improve the performance of the model. Furthermore, it has been concluded that the current steady-state model will need to be converted to a transient model in order to adequately simulate the effects of groundwater pumping and other activities on stream flows. This contract implements the recommended refinements and initiates modifications necessary to develop the transient model for later use in running simulations.

Funding Amount and Source
The contract is not to exceed $286,016. There are sufficient funds in the 2022 FCZD budget to fund this agreement.

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 202208023

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	Natural Resources - 907010
Contract or Grant Administrator:	Gary Stoyka
Contractor's / Agency Name:	S.S. Papadopulos & Associates, Inc.

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?
Yes ☒ No ☐ If yes, RFP and Bid number(s): 22-05 Contract Cost Center: 169121

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

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

Contract Amount:(sum of original contract amount and any prior amendments):
$ 286,016

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

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

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

Summary of Scope: The contractor will make improvements and upgrades to the Whatcom County Groundwater Model based on recommendations from a peer review of the model including compiling monthly data for a refined model and scenario development and visualization.

Term of Contract:	Expiration Date: 3/31/23

Contract Routing:

1. Prepared by:	Gary S. Stoyka	Date: 8/24/22
2. Attorney signoff:	Christopher Quinn	Date: 8/24/2022
3. AS Finance reviewed:	M Caldwell	Date: 8/24/22
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Whatcom County Contract No.

_____202208023_____

CONTRACT FOR SERVICES
Between Whatcom County Flood Control Zone District and S.S. Papadopulos & Associates, Inc.

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

General Conditions, pp. 1 to 12,
Exhibit A (Scope of Work), pp. 13 to 15,
Exhibit B (Compensation), pp. 16 to 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 19th day of September, 2022, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of April, 2023.

The general purpose or objective of this Agreement is to: make improvements and upgrades to the Whatcom County Groundwater Model, 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 $286,016. 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.

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

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.

CONTRACTOR:

S.S. Papadopulos & Associates, Inc.

_____
Signature

Gilbert Barth, Senior Associate
(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address:
3100 Arapahoe Ave., Suite 203
Boulder, CO 80303-1050

Mailing Address:
same

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

_____
Department Director Date

Approved as to form:

_____
Senior Deputy Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

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. The County approves Associated Earth Sciences, Inc. as a subcontractor for this contract.

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 that 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.

2. Professional Liability

Professional Liability - $1,000,000 per claim

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, which may be covered under umbrella coverage over Commercial Automobile maintained for the duration of the Contract.

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 and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against claims, damages, losses and expenses, including but not limited to court costs, reasonable attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, 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.

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

reflected in the Contractor's compensation.

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

35.1 Non-Discrimination in Employment: ***(Must be included in every contract as per Ord. 2021-016)***

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

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

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

35.2 Non-Discrimination in Client Services: *:* ***(Must be included in every contract as per Ord. 2021-016)***

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Insert here: Gary Stoyka, Natural Resources Program Manager, Public Works Department, 322 N. Commercial St., 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: Whatcom County Public Works Department
322 N. Commercial St.
Bellingham, WA 98225
[Attention: Gary Stoyka]
Telephone: (360) 778-6218
Email: [gstoyka@co.whatcom.wa.us]

To: S.S. Papadopulos & Associates, Inc.
3100 Arapahoe Ave, Suite 203
Boulder, CO 80303-1050
[Attention: Gilbert Barth]
Telephone: (720) 572-4670
Email: [gbarth@sspa.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.

38.2 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)

The Scope of Work is divided into three tracks which can be completed in parallel.

Track 1: Model Refinements

Model refinements consist of First Priority and Second Priority efforts. First Priority tasks are relatively simple refinements improving the model efficiency and functionality. Details of First Priority tasks are provided in the list below.

- Conversion of the modeling code from MODFLOW OWHM to MODFLOW NWT. This conversion will improve potential for reduced run times and provide greater flexibility with solver settings, supporting the objective of improved model convergence.
- Refining SFR and GHB settings to improve consistency with model layer representation and reduce conflicts in the specification of adjacent or coincident SFR and GHB features.
- Removing the LAK representation of lakes not connected to the stream network and developing replacements in the form of GHB features.
- Adjusting solver closure criteria to tighten convergence, reducing residuals from the numerical solution of groundwater flow in the model domain.
- Rerun the existing demonstration scenario, developed, and presented in the 2019 Whatcom Groundwater Model Report. Results will be evaluated to identify any improvement in predictions and consistency with the conceptual model of pumping generated stream depletion.

Completion of these refinements and a summary of their outcomes will be reported to the Whatcom County Project Manager (Gary Stoyka) by email correspondence.

Second Priority refinements include tasks of significantly more effort and incorporate updated hydrogeologic information. These tasks target improving shallow aquifer lateral flow across geologic transitions, numerical representation of lowered water table conditions, and refinement of the groundwater model's structural representation of the subsurface. Specifics of these tasks are provided in the list below.

- Layer 1 (the top layer) of the WGM will be extended so that it exists across the entire domain and assigned material properties associated with the surficial geology. Conversion to a contiguous layer 1 should improve potential for lateral flow in the shallow subsurface in a few areas where geologic transitions limit numerical representation in the current model. This effort includes revising any affected layer-1 boundary conditions including streams (SFR), lakes (LAK) and recharge (RCH).
- Layer 1 will be changed to a convertible layer. Mechanically this is a simple process of modifying a MODFLOW input file so that the transmissivity in layer 1 will become dependent on the simulated layer-1 water level. While there are many circumstances when a fixed transmissivity provides very accurate predictions, switching to water-level dependent transmissivity can improve the potential accuracy of predictions for situations when drawdown starts to become a significant portion of total aquifer thickness. The tradeoff, however, is that water-level dependent transmissivity can require significant additional computational effort and introduce numerical instabilities. The bulk of this task will be identifying potential issues with the conversion and working to address issues and maintain a robust numerical execution of the WGM.
- Updated hydrogeologic data became available after the WGM was first constructed. That data will be used to refine model geometry, improving the representation of the formations represented in the model. Updated data provided by AESI will be processed to adjust the existing model layers. This process requires recreation of model layer surfaces and adjustment of virtually all boundary conditions (pumping wells, observation wells, trans-basin fluxes, etc.) so that they reflect the updated layer geometry. The two primary areas of refinement are summarized in the following bullets.
    - Based on updated drill log information, bottom depth of the Possession Whidbey aquifer in the Ferndale area will be increased.
    - In the vicinity of Blaine, more recent information on Vashon-Olympia and Possession-Whidbey aquifers will be used to refine their geometry.
- The Layer-1 and hydrogeologic geometry refinement will warrant an update of the calibration. This update will rely on the existing observations, collected, and processed as part of the 2019 WGM report. Calibration will focus on refinement of hydraulic parameters such as lateral and vertical hydraulic conductivity and streambed conductance using both manual and automated (PEST) adjustments. Adjustments will be made in an effort to at least maintain, if not improve on the 2019 WGM's ability to simulate observed conditions.
- The final Second Priority task is rerunning the demonstration scenario. This simulation will be used to identify any improvements in predictions and their consistency with the conceptual model of pumping generated stream depletion.

Completion of the Second Priority refinements and a summary of their outcomes will also be reported to the Whatcom County Project Manager (Gary Stoyka) by email correspondence.

Track 2: Monthly Average Compilation and Processing

In preparation for development of a monthly average transient model, The Project Team will compile, develop, and process model data sets and any related spatial data on a monthly average basis. Monthly average data reflects typical conditions that can be expected for each calendar month in a typical year and does not reflect conditions for any particular month and year. This is the distinction between a monthly average transient and a fully historical transient simulation. Data sets will include:

- Pumping locations (agricultural and domestic/commercial/municipal/industrial, referenced as "DCMI"),
- Pumping amounts, (both agricultural and DCMI),
- Agricultural recharge (based on estimate of monthly crop consumption),
- Precipitation recharge,
- Monthly average surface water flows entering the domain (as model inputs),
- Other monthly stresses (e.g., mountain front recharge),
- Monthly average surface water flows within the domain (as calibration targets),
- Water levels reflecting monthly average conditions, and
- Other readily available data providing constraints on simulation results.

The outcome of these efforts will be the locations and the associated monthly average stresses as a series of streamlined ASCII or Excel workbooks, formatted conducive to processing for the development of monthly average model input files. In addition, this task will produce a series of tables and simple graphs summarizing the magnitudes and fluctuations of each of the model stresses. A byproduct of these summaries will be a brief synopsis of any data gaps identified in the compilation process.

Track 3 Post Processing, Visualization Development

The third track of Phase 1 develops tools for processing simulations, providing the working figures and tables conducive to the interpretation of management scenario simulations. This track will develop several forms of post-processed outputs.

- Time series graphs:
    - Change in monthly flow at critical gage (60 months)
    - Change in monthly flows at existing gauges (60 months)
    - Total sub-watershed changes in monthly SW seepage, or monthly totals using existing tributary breakout (60 months)
- Change in monthly sub-watershed water level maps (color flood, 60 months)
- Targeted aquifer change in potentiometric surface maps (60 months)
- Formatted files tabulating the graphed data, providing results for the working group to create any desired additional figures.

Track three will also finalize scenario development, solidifying details associated with each of the 5 scenarios that are identified below. Specifications for each scenario indicated in this scope of work will not be altered without identifying additional time and resources to offset the additional effort required to modify the specifications.

The scenarios each incorporate a management departure from the Baseline 60 month monthly average transient (BMAT) model, which will be developed in Phase 2. The five simulations (S#MAT) will be differenced with BMAT, providing estimates of predicted changes. Predictions from these simulations will be processed using the tools described above. For each scenario, the change implemented will be immediate and for the entire simulation duration. Efforts during this task will focus on the details required to transition the following five scenarios to explicit specifications reflecting actual locations, diversion rates, pumping rates, well configuration and other details.

- *Scenario 1*: Convert surface water diversions to groundwater pumping (S1MAT)
    - All within a single sub-watershed with a single primary target location (e.g., critical stream gage)
    - Up to 5 specified diversion location changes
    - 5 pumping locations (essentially 1 per shut-down surface water diversion) Pumping should be at least 440' from stream
- *Scenario 2*: Aquifer storage and recovery, ASR (S2MAT)
    - ASR specified as being the Mt. View Uplands
    - Does not include any hydrogeologic alterations
    - 3 - 5 Injection wells
    - 3 - 5 recovery wells (may be same)
- *Scenario 3*: Shallow to deep aquifer groundwater diversion conversion (S3MAT)
    - Within a single sub-watershed with a single primary target location (e.g., critical stream gage)

    - 5 - 10 shallow wells to turn off 5 -10 deep wells to turn on
    - Must be at a site that has information constraining vertical connectivity
- *Scenario 4*: Moving groundwater pumping outside stream buffering (S4MAT)
    - Within a single sub-watershed with a single primary target location (e.g., critical stream gage)
    - GIS selection of wells to shut down: wells that are less than the specified buffer distance from the stream
    - Simulate with wells shifted just to the buffer
        - Each well will retain its approximate upstream/downstream location
        - Well will pump with the same timing and rate as before
    - Predictions will provide a conservative estimate of improvement: minimum increase in lag and separation for the designated buffer distance
    - Assumptions
        - No change in recharge amount nor location
        - No transit losses routing water from well to original ag footprint
- *Scenario 5*: Modifying agricultural drains (S5MAT)
    - Within a single sub-watershed with a single primary target location (e.g., critical stream gage)
    - Turn off all drains (shut down conductance)

EXHIBIT "B"

(COMPENSATION)

As consideration for the services provided pursuant to Exhibit A. Scope of work, the County agrees to compensate the Contractor according to the hourly rates provided (below). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Other expenditures such as printing, postage, telephone charges, and outreach supplies shall be reimbursed at actual cost. Charges for subconsultant (outside) services shall be reimbursed at actual cost.

Contractor will invoice monthly. Invoices will include hours work by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. **Compensation shall not exceed $286,016.** Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

Table 1: S.S. Papadopulos & Associates, Inc. - Phase 1, Whatcom Groundwater Model Refinement and Scenario Simulations Cost Estimate 22-Aug-22

$ 20.00 Specialized Computing Charge (/hr) | 0% Overhead (Zeroed to trim costs

Work Order Name: Phase 1, Whatcom Groundwater Model Refinement and Scenario Simulations
Work Order Number:

				Phase 1, Track 1: First Priority Refinements				Phase 1, Track 1: Second Priority Refinements				Phase 1, Track 2: Monthly Avg Compilation/Proc.				Phase 1, Track 3: Processing/Visualization and Scenario Conceptual Development				SUBTOTALS (Across)	
				With CPU Charge				With CPU Charge				With CPU Charge				With CPU Charge					
		STAFF CATEGORY	$/HR	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	HOURS	DOLLARS
LABOR	S.S. Papadopulos & Associates	Principal	$326.00																	0	$0
		Senior Associate	$257.00			16	$4,112			68	$17,476			30	$7,710			64	$16,448	178	$45,746
		Associate	$234.00																	0	$0
		Senior Hydrogeologist/Scientist	$205.00																	0	$0
		Senior Project Hydrogeologist/Scientist	$188.00			48	$9,024			196	$36,848			52	$9,776			80	$15,040	376	$70,688
		Project Hydrogeologist/Scientist	$179.00																	0	$0
		Senior Staff Hydrogeologist/Scientist	$161.00			8	$1,288			96	$15,456			48	$7,728			64	$10,304	216	$34,776
		Staff Hydrogeologist/Scientist	$137.00			48	$6,576			144	$19,728			16	$2,192			80	$10,960	288	$39,456
		Technician	$104.00																	0	$0
		Support personal	$95.00																	0	$0
																				0	$0
																				0	$0
		Field Supervisor	$179.00																	0	$0
		Field Scientist	$137.00																	0	$0
		Field Technician	$95.00																	0	$0
																				0	$0
																				0	$0
		Labor Total		0	$0	120	$21,000	0	$0	504	$89,508	0	$0	146	$27,406	0	$0	288	$52,752	**1058**	**$190,666**
		Task Total (Including GRT)		**$21,000.00**				**$89,508.00**				**$27,406.00**				**$52,752.00**				**$190,666.00**	
EXPENSES	GENERAL	**EXPENSE**		**Cost**	**Cost +**	**Cost**	**Cost +**	**Cost**	**Cost +**	**Cost**	**Cost +**	**Cost**	**Cost +**	**Cost**	**Cost +**	**Cost**	**Cost +**	**Cost**	**Cost +**	**Expense Total**	**Expense Total +10%**
		TRAVEL - Per Diem ($85 or $135 per day)																		$0	$0.00
		TRAVEL - Airfare																		$0	$0.00
		TRAVEL - Vehicle rental																		$0	$0.00
		TRAVEL - Personal vehicle mileage																		$0	$0.00
		Telephone/fax																		$0	$0.00
		In-house copies																		$0	$0.00
		Supplies																		$0	$0.00
		Postage / courier																		$0	$0.00
		Equipment rental and supplies																		$0	$0.00
		Computer Services																		$0	$0.00
		Temporary or other expenses																		$0	$0.00
		AESI - Subcontracting		$0	$0	$0	$0	$24,640	$24,640	$0	$0	$53,720	$53,720	$0	$0	$16,990	$16,990	$0	$0	$95,350	$95,350.00
																				$0	$0.00
		General Expense Total		$0		$0		$24,640		$0		$53,720		$0		$16,990		$0		$95,350	$95,350.00
		Task Expense Total (Including GRT)		**$0.00**				**$24,640.00**				**$53,720.00**				**$16,990.00**				**$95,350.00**	
		TOTAL LABOR, EXPENSES and GRT:		**$21,000.00**				**$114,148.00**				**$81,126.00**				**$69,742.00**				**$286,016.00**	

SSPAPAD-01 RJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2022

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURED S.S. Papadopulos & Associates, Inc. 1801 Rockville Pike Suite 220 Rockville, MD 20852	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company, LTD (XV) A+ — 11000 INSURER B : Hartford Accident and Indemnity Company A+ (XV — 22357 INSURER C : Hartford Casualty Insurance Company A+ (XV) — 29424 INSURER D : Continental Casualty Company (CNA) A, XV — 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			42SBWBC7454	9/4/2021	9/4/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			42UEGBH5037	9/4/2021	9/4/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			42SBWBC7454	9/4/2021	9/4/2022	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		42WEGAB9INY	9/4/2021	9/4/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			EEH591903531	9/4/2021	9/4/2022	Per Claim/ Aggregate	5,000,000

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

Whatcom County Public Works is included as additional insured with respect to General Liability, Automobile Liability and Umbrella when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

Whatcom County Public Works
322 N. Commercial St
Bellingham, WA 98225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SSPAPAD-01 SROBERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/25/2021

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

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PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, LTD (XV) A+	11000
INSURER B : Hartford Accident and Indemnity Company A+ (XV	22357
INSURER C : Hartford Casualty Insurance Company A+ (XV)	29424
INSURER D : Continental Casualty Company (CNA) A, XV	20443
INSURER E :	
INSURER F :	

INSURED
S.S. Papadopulos & Associates, Inc.
1801 Rockville Pike Ste 220
Rockville, MD 20852

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			42SBWBC7454	9/4/2021	9/4/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			42UEGBH5037	9/4/2021	9/4/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			42SBWBC7454	9/4/2021	9/4/2022	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 9,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		42WEGAB9INY	9/4/2021	9/4/2022	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			EEH591903531	9/4/2021	9/4/2022	Per Claim/ Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Associated Earth Sciences, Inc. and Whatcom County, Washington are included as additional insured with respects to General Liability, Auto Liability and Umbrella Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Worker's Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

CERTIFICATE HOLDER

Associated Earth Sciences, Inc.
911 5th Avenue
Kirkland, WA 98033

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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Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-477

File ID:	AB2022-477	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/26/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to enter into a contract amendment with Tetra Tech, Inc. to provide ongong technical consulting services for the preparation of Benefit Cost Analyses (BCA) and grant application submittals in the amount of $231,551 for a total amended contract amount of $271,271,551 (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

In response to recent devastating flood events within Whatcom County, the FCZD is working to establish a willing participant home acquisition/elevation program and secure grant funding under FEMA's suite of Hazard Mitigation Assistance (HMA) Grant Programs

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Proposed Contract

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
DIRECTOR

RIVER AND FLOOD
322 N. Commercial Street, Suite 120
Bellingham, WA 98225-4042
Phone: (360) 778-6230
Fax: (360) 778-6231
www.whatcomcounty.us

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: Paula J. Harris, P.E., River and Flood Manager
Gary Stoyka, Natural Resources Manager

RE: Tetra Tech, Inc. – Technical Consulting Services Contract
FEMA Project Grant, Benefit Cost Analysis (BCA) Technical Support
(Project No. 722002) – Amendment No. 1

DATE: August 18, 2022

Enclosed are two (2) originals of an amendment to a contract for services between the Whatcom County Flood Control Zone District (FCZD) and Tetra Tech, Inc. for your review and signature.

Requested Action
Public Works respectfully requests that the County Executive and Council, acting as the FCZD Board of Supervisors, enter into a contract amendment with Tetra Tech, Inc. to provide ongoing technical consulting services for the preparation of Benefit Cost Analyses (BCA) and grant applications under FEMA's Hazard Mitigation Assistance (HMA) suite of Grant Programs and implementation of all four grant applications once awarded (two grant applications per grant opportunity – one for elevations and one for acquisitions – and a total of two grant opportunities).

Background and Purpose
In response to recent devastating flood events within Whatcom County, the FCZD is working to establish a willing participant home acquisition/elevation program and secure grant funding under FEMA's suite of HMA grant programs to implement the program in phases. FEMA HMA grants provide funds to eligible jurisdictions for mitigation planning and the implementation of cost-effective mitigation projects. Implementation of these plans and projects reduces the overall risks to the population and structures.

Funding and Source
The proposed Contract Amendment No. 1 is for $231,551 for a total amended contract amount of $271,551. The 2022 FCZD Budget has adequate budget authority for this work although a supplemental budget will be needed in the future if we receive the grant award. Costs associated with this scope of work are eligible for reimbursement as "pre-award" costs should the grant be awarded.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this Contract.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	
Division/Program: *(i.e. Dept. Division and Program)*	
Contract or Grant Administrator:	
Contractor's / Agency Name:	

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

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

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

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

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

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

If YES, indicate exclusion(s) below:

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

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

Summary of Scope:

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.

Term of Contract:	Expiration Date:

Contract Routing:

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

Last edited 07/06/20

Whatcom County Contract No.
202202028

Amendment No. **1**
Whatcom County Contract No. **202202028**
CONTRACT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND
Tetra Tech, Inc.

THIS AMENDMENT is to the Contract between Whatcom County Flood Control Zone District and Tetra Tech, Inc., dated February 28, 2022 and designated "Whatcom County Contract No. 202202028". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through December 31, 2024.

This Amendment adds Exhibit B-1 to the Budget and increases the maximum consideration by **$231,551** to a total consideration of **$271,551.**

This Amendment also adds Exhibit A-1 to the Scope of Work.

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

IN WITNESS WHEREOF, Whatcom County and Tetra Tech, Inc. have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 2022.

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

CONTRACTOR:

Tetra Tech, Inc.

_____

Ed Sussenguth, Vice-President of Northwest Operations *Date*

CONTRACTOR INFORMATION:

Tetra Tech, Inc.
19803 N. Creek Pkwy, Tech Center II
Bothell, WA 98011
Phone: (208) 939-4391
Fax: (208) 939-4402
Email: rob.flaner@tetratech.com

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

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 Date

TETRA TECH

EXHIBIT "A-1"
(SCOPE OF WORK)

PROJECT SUMMARY AND OVERVIEW

Under the original contract, Tetra Tech, Inc. (CONSULTANT) provided technical consulting services to **Whatcom County Flood Control Zone District (COUNTY)** for preparation of two grant applications under FEMA's Hazard Mitigation Assistance (HMA) suite of Grant Programs, one for property acquisition and one for structure elevation. Under this amendment, the CONSULTANT will provide technical consulting services to the COUNTY for: (1) preparation of four additional FEMA HMA grant applications; (two for acquisition and two for elevation); (2) preparation of Benefit Cost Analyses (BCAs) as needed for the grant applications; and (3) initial grant implementation, if awarded. Additionally, the CONSULTANT will prepare a Substantial Damage Response Plan (SDRP), perform Hazus analysis to generate information to support both benefit-cost analysis and substantial damage determinations, and support the COUNTY in the appraisal of property value process.

In response to recent devastating flood events within Whatcom County, the COUNTY has begun establishment of a willing participant home acquisition/elevation program and is bolstering the program with the pursuit of grant funding under FEMA's suit of HMA grant programs. Grant application costs associated with this scope of work are eligible for reimbursement as "pre-award" costs should the grant be awarded. FEMA HMA grants provide funds to states, territories, Indian tribes, communities, colleges, universities and other non-profits for mitigation planning and the implementation of cost-effective mitigation projects. Funding for these plans and projects reduces the overall risks to the population and structures. The principle prerequisites for eligibility for project grants under this program is an approved hazard mitigation plan compliant with the federal requirements under the Code of Federal regulations (44 CFR §201.6). The focus for this scope of work will be:

- To continue support to the COUNTY for the "willing participant" aspect of the program by identifying targeted properties and securing willing participation from those property owners.
- To continue support to the COUNTY in the deployment of a public outreach strategy to promote the willing participant program.
- Once properties are identified as potential willing participant, CONSULTANT will screen those properties for program application (acquisition vs. elevation) and BCA application.
- For those properties determined to need a BCA, CONSULTANT will prepare the fully documented BCA.
- To support the BCA process, hydraulics & hydrology (H&H) modeling may be need from preexisting models to bolster the cost-effectiveness of some properties. CONSULTANT will provide this support as needed.
- Prepare full set of documents for the HMA grant applications
- Once the Grants are awarded, CONSULTANT will support the COUNTY in administration and implementation of the grants.
- Prepare a Substantial Damage Response Plan (SDRP) that is in full compliance with the Community Rating System (CRS) Activity 510.d planning requirements prior to the upcoming flood season.
- Perform Hazus analyses of areas that sustained damages utilizing available high-water mark data from the flood events to support the estimation of damages for both substantial damage determination and benefit-cost analyses for the grant applications.
- Support the County as needed in the determination of fair market value of properties targeted for acquisition.

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A detailed breakdown of these tasks are as follows:

SCOPE OF WORK

Task 1.0: Support of Willing Participant Program.

Under this task, the CONSULTANT will support the COUNTY with the development and implementation of a "Willing Participant" program. Following recent flood events, the COUNTY has established a county-wide list of impacted structures that could be candidates for property acquisition because of their post-acquisition benefits to the over floodplain function or could be candidates for elevation due to incurring substantial damage. Under this task, CONSULTANT will support the COUNTY by:

- Developing a target property outreach strategy
- Providing example outreach letters and refining outreach to the targeted properties.
- Processing the responses from the targeted outreach
- Developing and maintaining an inventory of willing participants based on response to target outreach

Specific information will need to be collected on each property that expresses interest in the Willing Participation program that include:

- FEMA model acknowledgement of conditions
- Affidavit
- FEMA declaration and release
- photos of structure
- property record/tax card
- fair market value/appraisal of property
- elevation certificate
- copy of flood insurance policy
- estimate to elevate structure

The "Willing Participant" database, developed under the original contract, is based on data received from the Notice of Voluntary Interest (NOVI) process and/or extraction of data from the Whatcom County Assessor. All data acquired will be formatted into a geo-database to support loss estimation analysis (if needed) using the FEMA Hazus-MH risk assessment platform (version 5.0).

Task 1.0 deliverables:

The deliverables for this task include:

- Example Letters and outreach materials
- Continued development of the willing participant database
- Hazus-MH formatted property inventory if needed (Geo-database)

Date: This will be an on-going task through the term of this contract amendment

Task 2.0: Additional Outreach.

Under this Task, CONSULTANT will provide additional outreach support to the COUNTY as needs are identified through the completion of Task 1 above. The primary objective for this task will be the ongoing promotion of the "Willing Participant" program to acquire as much interest as possible. Under this task, the CONSULTANT can support the COUNTY by facilitating the following:

- Public Meetings (in-person or virtual)
- Webinars

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- Social media outreach
- Press releases
- Develop material to post on a website

The deployment of these additional outreach mediums will be time sensitive to the grant application deadlines for the grant opportunities the COUNTY chooses to pursue. However, since there are multiple grant opportunities available for the COUNTY to pursue, this task will be considered to be on-going and as-needed based on the response to task 1 and the number of grant opportunities the COUNTY chooses to pursue. The outreach methods applied under this task will be determined by coordination between the COUNTY and CONSULTANT and will result in the development of an outreach plan by the CONSULTANT.

Task 2.0 deliverables

The deliverables for this Task include:

- Outreach Plan
- Outreach support materials
- Documentation (i.e. attendance logs/records)

Due Date: This will be an on-going task through the term of this contract amendment

Task 3.0: Target Property Screening.

Under this task, CONSULTANT will screen and categorize all properties that have committed to the "Willing Participant" program. Using the target property inventory created under Task 1, CONSULTANT will sort all properties into two categories, acquisitions and elevations, based on the level of participation committed to by each property owner. Once that categorization has been completed, CONSULTANT will coordinate with the COUNTY to establish metrics for determining the estimated costs for each category. Once costs have been assigned, CONSULTANT will screen each property to determine if the cost falls under FEMA's pre-determined benefit values for acquisitions and elevations ($323,000/structure for acquisitions and $205,000/structure for elevations, each adjusted by regional multiplier). Those properties qualifying under the pre-determined benefit policy will be sorted to one list, with those propertied needing the BCA will be sorted to another. Please note, that some sort of "threshold" policy will need to be established for those properties that are on the cusp since the costs are being based on estimates.

Task 3.0 deliverables

The deliverables for this Task include:

- Updated "Willing Participant" database sorted and categorized based on screening results

Due Date: The due dates anticipated for this task will be commensurate with the application deadline for each grant application the COUNTY submits. It is anticipated that this will be an on-going task through the term of this contract amendment.

Task 4.0: Perform Benefit Cost Analysis (BCA).

For those properties identified under Task 3.0 needing full, BCA's, CONSULTANT will perform those BCA's using version 6.0 of the FEMA Benefit Cost Calculator (BCC). It is anticipated that two aggregate level BCA's will be created for two application packages to be submitted by the COUNTY per each grant opportunity. This would be one BCA for the acquisitions and one BCA for the elevations. These would be aggregate level analyses that aggregated the results for all properties targeted into one benefit-cost ration per project. Each BCA will be fully documented and will be "FEMA grant ready" and include:

- A BCA Methodology memorandum that will serve as the data documentation for each analysis
- The BCA Report exported from version 6.0 of the FEMA BCC

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- The BCA export file from version 6.0 of the BCC

Task 4.0 deliverables

The deliverables for this Task include:

- 1 each, FEMA HMA grant ready BCA submittal package per application prepared (total of two applications per grant opportunity)

Due Date: No later than 10 days prior to the grant application deadline for each grant opportunity the COUNTY pursues.

Task 5.0: H&H Support (as needed)

To perform a BCA under Task 4.0 above, H&H flood data that identifies expected water surface elevations for multiple flow scenarios to estimate pre- and post-project damages for varying mitigation alternatives. Typically, this information can be extracted from the FEMA Flood Insurance Study (FIS) in effect for a project area. However, there could be situations where the FIS is not the best available data source to support a benefit-cost analysis. These situations could include:

- More current, higher resolution H&H data is available from that used in the FIS
- Targeted property lies within an area where the FIS does not provide water surface elevation data (i.e. unnumbered A zone).
- Flooding occurred outside of the FEMA SFHA, and H&H modeling exist for those areas

The COUNTY has prepared numerous models of its floodplains to support its floodplain management program that would be considered to be "best available data" when comparing to the FIS. In the situation where the CONSULTANT has determined that a property is not cost-effective using the FIS data, CONSULTANT will utilize these existing COUNTY models to extract relevant water surface elevation data if that data is likely to generate a higher BCR for that property. These analyses would be property specific and will only be performed on properties found not to be cost-effective using the FIS. This task is considered to be an "as-needed" task.

Task 5.0 deliverables

The deliverables for this Task include:

- Multi-flow WSE's per property targeted in need of this support
- Backup documentation on the model and how the WSE was generated.

Due Date: No later than 10 days prior to the grant application deadline for each grant opportunity the COUNTY pursues.

Task 6.0: Prepare FEMA HMA Grant Application.

Under this task, CONSULTANT will prepare the complete HMA grant application for each project that COUNTY has committed top submitting for each grant opportunity. This task has assumed that two applications per opportunity will be submitted. One grant application for acquisitions and one grant application for elevations per opportunity and a total of two opportunities (four grant applications total). These will be fully assembled, fully documented HMA grant applications that include:

- Scope of Work Narrative
- Budget Summary and Narrative
- Construction SF-424C budget form
- Funding Commitment Letter
- Maintenance Agreement Letter
- Timeline and Project Milestones

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- Environmental & Historic Preservation Requirements
- Assurances Construction Projects Form 424-D
- Assurances Non-Construction Projects Form 424-B
- Certification Regarding Lobbying, Debarment and Suspension Form
- Disclosure of Lobbying Activities Form (if needed)
- Copies of all support documentation assembled
- Fully documented BCA package

Task 6.0 deliverables

The deliverables for this Task include:

- Two each, complete FEMA grant applications (one for acquisitions, one for elevations) per grant funding opportunity

Due Date: Complete grant application packages no later than seven (7) days prior to the grant application deadline for each grant opportunity the COUNTY pursues.

Task 7.0: Grant Administration Support

Under this task, CONSUTANT will support the COUNTY in the administration of each grant for which the COUNTY has been awarded funding. Grant administration costs are general administration costs attributed to the overall management of the grant. Tasks presented in this section will run concurrently during the performance period of the grant. Administrative services under the FMA grant are reimbursable by FEMA in the amount of the federal share of the total grant amount, with the local share being the responsibility of the COUNTY and/or property owner.

For acquisitions, CONSULTANT will provide the following grant administration services to the COUNTY:

- Develop a Microsoft OneDrive project page with secure access for the COUNTY for the management of documents, data, and information related to grant administration and project management.
- Hold a virtual project kick-off meeting with the COUNTY and develop a Standard Operating Procedures (SOP) to help carry out the operations of the grant program. This will include the roles and responsibilities of the COUNTY, property owners, and any third parties that may be contracted.
- Depending upon COVID-19 requirements and guidelines at the time of the meeting, Tetra Tech will facilitate a hybrid (in-person with virtual option) kick-off meeting for the property owners and the COUNTY to review and discuss the acquisition process and ensure property owners understand all policies and restrictions that affect the acquisition of their property. Tetra Tech will ensure that the property owners are aware of the mitigation process in general, duplication of benefits, and municipal and county policies and procedures.
- Communicate with each property owner to ensure that the owner understands all policies and restrictions that affect the acquisition of their property, and to collect any missing data. Tetra Tech will ensure that the property owner is aware of the mitigation process in general, duplication of benefits, and COUNTY policies and procedures.
- Confirm information previously gathered is valid and accurate.
- Review procurement activities to comply with the COUNTY, FEMA, and Washington Emergency Management Division (WAEMD) Procurement Policy.
- Provide information to property owners regarding the COUNTY'S policy regarding second appraisals.
- Assist the COUNTY in procuring professional services including, but not limited to, appraiser, surveyor, property inspectors, asbestos inspector, etc. Tetra Tech will work with the professional services and homeowners to coordinate and schedule inspections.
- Facilitate property owner completion of the hazardous materials property survey.
- Provide documentation of all meetings with property owners.

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- Determine Duplication of Benefits (DOB) in consultation with the State subsequent to the determination of fair market value by the appraiser, and formally, advise the COUNTY of purchase price to be offered to the owner. Tetra Tech will verify that all requirements for DOB research submitted to the State contain the required information for proper and timely review and decision and will ensure that all required documents are properly signed and executed prior to closing.
- Note environmental procedural requirements, if any, as indicated in the grant award letter.
- Prepare the written offers to purchase, in accordance with State guidelines.
- Review and analyze "Requests for Payments" for compliance with program requirements and authorized payments to contractors.
- Review, analyze, and evaluate requests for change orders.
- Assist the COUNTY in responding to information and data requests from State, County and FEMA officials.
- Comply with grant program mandates and documentation requirements.
- Conduct financial tracking of program funds and homeowner payments.
- Inspect ongoing construction for compliance with program requirements.
- Develop quarterly progress reports for the COUNTY as required by EMD.
- Assist with COUNTY preparation of Requests for Reimbursements/Payment for consistency with the procedures established for the program.
- Assist COUNTY in requesting funds to pay owner(s) and schedule closings.
- Complete proper home inspections prior to closing; provide an opportunity for the property owner to attend the home inspections; and confirm that fixtures included in the appraisal have not been removed.
- Assist with preparation of the deed recordation for each property to include restrictions set by FEMA and EMD.
- Schedule and coordinate with title company for property closings; and confirm all necessary forms and documents are completed.
- Provide progress reports, as required, to keep the COUNTY informed on the progress of each acquisition project.
- Work with the municipal floodplain administrators to develop and submit the FEMA NFIP Repetitive Update Loss Forms for each property.
- Availability to the COUNTY to answer questions associated with acquisitions.
- Correspondence with WAEMD throughout the period of performance.

For elevations, CONSULTANT will provide the following grant administration services to the COUNTY:

- Hold a project kick-off meeting with the COUNTY and develop a Standard Operating Procedures (SOP) to help carry out the operations the grant program.
- Hold a kick-off meeting for the COUNTY, property owners, and their contractors to discuss the grant process and required materials needed in order to proceed.
- Develop a Microsoft OneDrive project page for the management of documents, data, and information related to grant administration and project management.
- Be available to the COUNTY, property owners, and contractors to answer questions associated with elevations.
- Develop a timeline with the COUNTY to keep all involved on track and within the period of performance.
- Quarterly check-ins with property owners to provide progress reports, as required, to keep the COUNTY informed on the progress of each acquisition project.
- Comply with grant program mandates and documentation requirements.
- Conduct financial tracking of program funds and homeowner payments.
- Inspect ongoing construction for compliance with program requirements.
- Work with the municipal floodplain administrators to develop and submit the FEMA NFIP Repetitive Update Loss Forms for each property.
- Develop quarterly progress reports for the COUNTY as required by EMD.

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- Correspondence with EMD throughout the period of performance.
- Prepare a reimbursement request once all required reimbursement documentation has been provided. The reimbursement request will be done in accordance with the mutually agreed upon schedule with the State.

Task 7.0 Deliverables

The deliverables for this Task include:

- Two Standard Operating Procedures (one for elevations and one for acquisitions)
- Meeting materials as needed
- Reimbursement requests for each property in accordance with FEMA and State requirements
- Quarterly check-ins with property owners
- Develop quarterly progress reports for COUNTY to submit to WAEMD

Due Date: This will be an on-going task through the period of performance of the grant. Schedule will depend on grant award date and period of performance.

Task 8.0: Project Management

Provide overall project management for this amendment, including but not limited to project coordination, work scheduling, product review and certification, budget and expenditure management, invoicing, and issue resolution.

Task 9: Prepare a Substantial Damage Response Plan

Under this task CONSULTANT will prepare a Substantial Damage Response Plan (SDRP) that will be in full compliance with the CRS requirements specified in Section 510.d of the 2021 Addendum to the 2017 CRS Coordinators manual. A SDRP is a management plan for substantial damage within the community and is a detailed community plan, developed before a flood or other hazardous event, that describes the community's process for evaluating damage to buildings and addressing those that have been substantially damaged, as required by the NFIP. A management plan for substantial damage to properties outlines community responsibilities, identifies available data about buildings in the SFHA, describes the community's approach to damage estimation, and lists the steps the community will take if buildings are determined to be substantially damaged. It is important to note that the SDP is the result of a planning process that includes the following steps:

1. Assess vulnerability
2. Assemble a team
3. Assess capacity/capabilities to implement SDRP
4. Make recommendations for improvements to capacity/capability
5. Identify post-event actions
6. Build a structure inventory database
7. Identify pre-event actions
8. Plan implementation, update, and exercise

It has been anticipated that the development of this SDRP will need to be developed in full coordination with FEMA Region X staff as the COUNTY's response to the post event Community Assistance Visit (CAV) process is currently being conducted by FEMA Region X. The ultimate validation of the SDRP will be approved by the CRS Technical Review process for Activity 510.d, and approval by FEMA Region X.

Task 9 Deliverables

The deliverables for this Task include:

- A completed SDRP pursuant to CRS Activity 510.d

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- A Completed SDRP Plan review tool
- Facilitation of SDRP approval by FEMA Region X and the Insurance Services Office (ISO) for CRS program compliance.

Due Date: Draft SDRP prior to the upcoming flood season and a completed SDRP within 180 days of the notice to proceed on this task issued by the COUNTY.

Task 10: Hazus Analysis

Under this Task, CONSULTANT will support the COUNTY as needed in the estimation of damages caused by the recent flooding using FEMA's risk assessment platform, Hazus (version 5.0). This analysis will utilize the general building stock database prepared under Task 1 of this scope of work and flood high-water mark data provided by the COUNTY following the Hazus, Level II, user-defined facility protocol for general building stock analysis. This will be an "as-needed" task based on mission assignment from the COUNTY where damage and loss estimations are needed in support of substantial damage determination and/or benefit-cost analysis. The level of effort for this task has assumed that one aggregate level analysis will be performed for structures targeted by the COUNTY.

Task 10 Deliverables

The deliverables for this Task include:

- Hazus outputs in an excel formats for all properties modeled
- Data Documentation narrative suitable for incorporation into the FEMA BCA Tool
- Documentation to support Substantial Damage determination (where appropriate)
- Hazard Mapping to show the extent and location of the event(s) modeled

Due Date: TBD based on authorization to proceed on this task from the COUNTY. The turn-around time estimated for the Hazus analysis is 30-Days from authorization to proceed.

Task 11: Property Valuation Support

Under this task, CONSULTANT will support the County as needed in the determination of the "fair market value" (FMV) for structures targeted for property acquisition. CONSULTANT will apply industry best-management practices to establish a formula for determining the FMV that will be applied to all properties targeted for grant funding. This formula will be vetted through the State (WAEMD) and FEMA to assure compliance with FEMA Hazard Mitigation Assistance (HMA) program criteria. This will be an "as-needed" task contingent upon authorization from the COUNTY to proceed.

Task 11 Deliverables

The deliverables for this Task include:

- The formula for determining FMV for properties targeted for acquisition
- Documentation of acceptance from WAEMD and FEMA
- Final FMV determination for all targeted structures

Due Date: TBD based on authorization to proceed on this task from the COUNTY.

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EXHIBIT "B-1"
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit A-1, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided in the Rate Schedule provided below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage is to be reimbursed at the IRS rate; lodging and per diem will be reimbursed at a rate not to exceed the GSA rate for the location at which services are provided. Reimbursement for air travel will be at coach rates. Other expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost.

The Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the amended contract amount of $231,551 (Figure 3). Any work continuing after the completion date of the amended contract, unless otherwise agreed upon in writing, will be at the Contractor's expense.

The COUNTY may reallocate budget between tasks and adjust deliverables to meet the needs of the project. Adjustments to budget and deliverables will be by memo or email and will not change the not to exceed maximum of this agreement.

Level of Effort and Budgeting Assumptions:

Tetra Tech has made the following assumptions in the development of the proposed budget for this scope of work:

- A total of 4 grant applications would be prepared for up to 2 grant funding opportunities. This is inclusive of 1 acquisition grant and 1 elevation grant per grant funding opportunity.
- The BCA task has assumed that all 4 grant applications will require BCA Analysis.
- This scope of work has assumed that some level of H&H model interpretation will be required to support the Benefit-Cost Analyses.
- This scope of work has been budgeted for up to 75 structures to be targeted by all technical phases of the scope of work.
- This scope of work has assumed some level of effort for those properties that decide not to fully participate in the Willing Participant program will be incurred by the project team.
- This scope of work has assumed some field verification of completed projects will be required to support grant close-out procedures.
- This scope of work has assumed that 1 of the 2 grant opportunities will be for the FEMA Building Resilient Infrastructure and Communities (BRIC) program that utilizes FEMA web-based application platform, FEMA GO. This Scope of work assumes that the COUNTY will secure access to the FEMA GO platform and provide Tetra Tech access to its account and an authorized user top prepare the grant applications.
- Tetra Tech will fully prepare all grant applications and support documentation in the grant application format required by WAEMD.

Bill Rates:

The bill rates that will be utilized for this project are shown in Figures 1.0 and 2.0 below.

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TETRA TECH

2022 TETRA TECH RATE SCHEDULE

Multiplier: 2.44

Labor Category	Hourly Billing Rate
Project Manager	$ 181.00
QA/QC	$ 195.00
Principal Planner/Scientist I	$ 185.00
Senior Planner/Scientist III	$ 175.00
Senior Planner/Scientist II	$ 165.00
Senior Planner/Scientist I	$ 155.00
Staff Planner/Scientist III	$ 145.00
Staff Planner/Scientist II	$ 135.00
Staff Planner/Scientist I	$ 125.00
Associate Planner/Scientist III	$ 115.00
Associate Planner/Scientist II	$ 105.00
Associate Planner/Scientist I	$ 95.00
Junior Planner/Scientist II	$ 85.00
Junior Planner/Scientist I	$ 75.00
Risk Assessment Lead	$ 135.00
GIS Analyst III	$ 150.00
GIS Analyst II	$ 130.00
GIS Analyst I	$ 110.00
Technical/Format Editor	$ 130.00
Financial Manager	$ 155.00
Word Processing / Clerical	$ 75.00

Notes:
Rates are good through 2022 and are subject to annual escalation of 3% thereafter.

Other Direct Costs

Miscellaneous direct costs such as travel, supplies, etc., bill at invoice amount plus G&A (currently 16.01%) and 10% fee.
Subcontractor costs billed at invoiced amount plus 10% fee

Figure 1.0: Tetra Tech 2022 Rate Schedule

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Rate Table - Northwest Hydraulic Consultants Inc. 12787 Gateway Dr S Seattle WA 96168				
Job Classifications	Direct Labor Hourly Billing Rate	Overhead 181.81%	Fixed Fee 30.00%	All Inclusive Hourly Billing Rate
Principal T1	$82.00	$149.08	$24.60	$255.68
Principal T2	$77.87	$141.58	$23.36	$242.81
Principal T3	$72.77	$132.30	$21.83	$226.90
Sr Project Engineer / Scientist	$75.00	$136.36	$22.50	$233.86
Sr Engineer / Scientist 1	$61.54	$111.89	$18.46	$191.89
Sr Engineer / Scientist 2	$53.84	$97.89	$16.15	$167.88
Engineer / Scientist 1	$44.26	$80.47	$13.28	$138.01
Engineer / Scientist 2	$39.00	$70.91	$11.70	$121.61
Jr Engineer / Scientist	$36.18	$65.78	$10.85	$112.81
Sr Engineer Technician	$43.85	$79.72	$13.16	$136.73
Engineering Technician	$32.00	$58.18	$9.60	$99.78
Jr Engineering Technician	$26.00	$47.27	$7.80	$81.07
GIS Analyst 1	$43.52	$79.12	$13.06	$135.70
GIS Analyst 2	$33.20	$60.36	$9.96	$103.52
Sr Lab Technician	$35.00	$63.63	$10.50	$109.13
Office Administrator	$28.11	$51.11	$8.43	$87.65
Technical Editor	$36.00	$65.45	$10.80	$112.25
Senior Technical Editor	$45.32	$82.40	$13.60	$141.31
Contract Administrator	$50.00	$90.91	$15.00	$155.91

Figure 2.0: NHC 2022 Rate Schedule

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TETRA TECH

TIME & MATERIAL COST PROPOSAL

Whatcom County
Hazard Mitigation Assistance Grant Application Support - Amendment #1
August 3, 2022

		Task 1.0: Support of Willing Participant Program		Task 2.0: Additional Outreach		Task 3.0: Target Property Screening		Task 4.0: Perform Benefit Cost Analysis (BCA)		Task 5.0: H&H Support (as needed)		Task 6.0: Prepare FEMA HMA Grant Application		Task 7.0: Grant Administration Support		Task 8.0: Project Management		Task 9.0: Prepare a SDRP		Task 10: HAZUS Analysis		Task 11: Property Valuation Support			
Labor Classification	**Labor Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Project Total**	
Project Manager	$181.00	16	$2,896.00	8	$1,448.00	8	$1,448.00	50	$9,050.00	8	$1,448.00	8	$1,448.00	24	$4,344.00	16	$2,896.00	40	$7,240.00	8	$1,448.00	8	$1,448.00	194	$35,114.00
QA/QC	$195.00		$0.00		$0.00		$0.00	16	$3,120.00		$0.00		$0.00	16	$3,120.00		$0.00		$0.00		$0.00		$0.00	32	$6,240.00
Staff Planner/Scientist II	$135.00	40	$5,400.00	48	$6,480.00	16	$2,160.00		$0.00		$0.00	124	$16,740.00	440	$59,400.00		$0.00	50	$6,750.00		$0.00	40	$5,400.00	758	$102,330.00
Staff Planner/Scientist I	$125.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00
GIS Analyst II	$130.00		$0.00		$0.00		$0.00	50	$6,500.00		$0.00		$0.00		$0.00		$0.00		$0.00	40	$5,200.00		$0.00	90	$11,700.00
GIS Analyst I	$110.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	48	$5,280.00		$0.00	48	$5,280.00
Associate Planner/Scientist III	$115.00		$0.00	8	$920.00		$0.00		$0.00		$0.00		$0.00	40	$4,600.00		$0.00	70	$8,050.00		$0.00		$0.00	118	$13,570.00
Associate Planner/Scientist II	$105.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00
Associate Planner/Scientist I	$95.00		$0.00	8	$760.00		$0.00		$0.00		$0.00		$0.00	40	$3,800.00		$0.00	70	$6,650.00		$0.00		$0.00	118	$11,210.00
Junior Planner/Scientist II	$85.00	16	$1,360.00	16	$1,360.00	16	$1,360.00		$0.00		$0.00	100	$8,500.00	100	$8,500.00		$0.00		$0.00		$0.00		$0.00	248	$21,080.00
Technical/Format Editor	$130.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	24	$3,120.00		$0.00		$0.00	24	$3,120.00
Financial Manager	$155.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	8	$1,240.00		$0.00		$0.00		$0.00	8	$1,240.00
Total		**72**	**$9,656.00**	**88**	**$10,968.00**	**40**	**$4,968.00**	**116**	**$18,670.00**	**8**	**$1,448.00**	**232**	**$26,688.00**	**660**	**$83,764.00**	**24**	**$4,136.00**	**254**	**$31,810.00**	**96**	**$11,928.00**	**48**	**$6,848.00**	**1638**	**$210,884.00**
Subcontractor Costs	**Rate**	**Units**	**Cost**	**Units**	**Cost**	**Units**	**Cost**	**Units**	**Cost**	**Units**	**Cost**	**Units**	**Cost**	**Units**	**Cost**	**Units**	**Cost**	**Units**	**Cost**	**Units**	**Cost**	**Units**	**Cost**	**Units**	**Cost**
NHC - Principal Tier 3	$226.90		$0.00	40	$9,076.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	40	$9,076.00
NHC - Principal Tier 2	$242.81		$0.00		$0.00		$0.00		$0.00	40	$9712.40		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	40	$9,712.40
Fee 10%			$0.00		$907.60		$0.00		$0.00		$971.24		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$1,878.84
Subcontractor Sub-Total			**$0.00**		**$9,983.60**		**$0.00**		**$0.00**		**$10,683.64**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**	**80**	**$20,667.24**
Project Total by Phase			**$9,656.00**		**$20,951.60**		**$4,968.00**		**$18,670.00**		**$12,131.64**		**$26,688.00**		**$83,764.00**		**$4,136.00**		**$31,810.00**		**$11,928.00**		**$6,848.00**	**Project Total**	**$231,551**

Figure 3.0: Time & Material Cost Proposal

Tetra Tech, Inc.
19803 N. Creek Pkwy., Tech Center II | Bothell, WA 98011
Tel 208.939.4391 tetratech.com

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-478

File ID:	AB2022-478	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/26/2022	**Entered by:**	ldevries@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:				**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and the Office of Crime Victims Advocacy Community Services and Housing Division in the amount of $60,461.00 for the SFY 2023 Victim/Witness grant

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Contract

WHATCOM COUNTY PROSECUTING ATTORNEY

Eric Richey

Whatcom County Courthouse
311 Grand Avenue Suite 201
Bellingham, WA 98225-4079
(360) 778-5710 /Main Office FAX (360) 778-5711

CHIEF CRIMINAL DEPUTY
Erik Sigmar

ASST. CHIEF CRIMINAL DEPUTY
Dona Bracke

CRIMINAL DEPUTIES
David Graham
Kellen Kooistra
Benjamin Pratt
Gordon Jenkins
Kacie Emerick
Jesse Corkern
Evan Sterk
Maggie Peach
Andrew Bogle
Kayleigh Mattoon
Andrew Heydrich
Ashley Bohnett
Natasha Campbell
Levi Uhrig

CHIEF CIVIL DEPUTY
Karen Frakes

CIVIL DEPUTIES
Royce Buckingham
Christopher Quinn
George Roche
Brandon Waldron

CIVIL SUPPORT ENFORCEMENT DEPUTIES
Janelle Wilson/Lead

APPELLATE DEPUTIES
Kimberly Thulin
Hilary Thomas

ADMINISTRATOR
Louise Trapp

MEMO TO: Satpal Sidhu, County Executive

FROM: Louise Trapp, Administrative Manager

DATE: August 19, 2022

RE: State Dept of Commerce - Victim/Witness Assistance Grant

Attached is a contract between Whatcom County and the State Department of Commerce for your review and signature:

- **Background and Purpose:**
  District Court Prosecutor's handle a large share of serious domestic violence cases, and it is the only court at the county that facilitates supervision of domestic violence offenders on probation. The legislature requires prosecutors to keep victims informed and to provide emotional support for victims of violence and sex crimes, including having the advocate present at defense interviews and judicial proceedings (R.C.W. 7.69.030). Effective prosecution depends on cooperation from victims of crime. Staffing the position is absolutely necessary to ensure the health and well-being of the community and victims of domestic violence.

- **Funding Amount and Source:**
  Funding for this grant award amount will not exceed $60, 461 and is provided by the Washington State Department of Commerce. These funds will be included in the 2023 Budget and the County agrees to pay for the remaining $ 11,559.00 to cover a portion of the position's salary and benefits expenses. Council approval is required as funding exceeds $40,000.

- **Differences Between Previous Contract:**
  The Prosecutor's office has received this same grant in previous years with only a few changes to the SFY2023.

* The award amount decreased by $93.00 because the position is held by an employee at a lower wage.
* This award amount is 100% State funded with no Federal funds included in total amount.

Please contract Louise Trapp, Administrative Manager at 360-778-5716 (ltrapp@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:	Prosecuting Attorney's Office
Division/Program: *(i.e. Dept. Division and Program)*	6510 Prosecuting Attorney Admin
Contract or Grant Administrator:	Louise Trapp
Contractor's / Agency Name:	Washington State Department of Commerce

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

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

Is this a grant agreement?
Yes ◉ No ○ If yes, grantor agency contract number(s): S23-31101-034 CFDA#: N/A

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

Is this contract the result of a RFP or Bid process?
Yes ○ No ◉ If yes, RFP and Bid number(s): _____ Contract Cost Center: 14200

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):
$ 60,461.00

This Amendment Amount:
$ 0

Total Amended Amount:
$ 60,461.00

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:

Whatcom County Prosector's Office shall furnish goods and services necessary to accomplish the activities under the SFY 2023 Victim/Witness Assistance Grant during the grant period.

Term of Contract: 1 Year | Expiration Date: June 30, 2023

Contract Routing:

1. Prepared by: Leah DeVries Date: 08/19/22
2. Attorney signoff: _____ Date: _____
3. AS Finance reviewed: _____ Date: _____
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Last edited 07/06/20

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Washington State Department of Commerce

Grant Agreement with

Whatcom County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy

Community Services and Housing Division

For

SFY 2023 Victim/Witness Assistance Grant

Start date: 07/01/2022

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Attachment A – Scope of Work
Attachment B – Budget
Attachment C – Certification of Compliance with Federal Regulations
Attachment D – U.S. Department of Justice Certified Standard Assurances
Attachment E – Subgrant Award Report (SAR)
Attachment F – EEOP Certification Form

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FACE SHEET

Grant Number: S23-31101-034

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
SFY 2023 Victim/Witness Assistance Grant

1. Grantee WHATCOM COUNTY DBA WHATCOM COUNTY PROSECUTOR, 311 GRAND AVE STE 201 BELLINGHAM, WA 98225	**2. Grantee Doing Business As (optional)** Whatcom County Prosecuting Attorney's Office
3. Grantee Representative Melissa Lacki Vicitm Witness Coordinator Phone: (360) 778-5710 Email: mlacki@co.whatcom.wa.us	**4. COMMERCE Representative** Cheryl Rasch Program Coordinator Phone: (360) 725-5034 cheryl.rasch@commerce.wa.gov PO Box 42525 98504-2525 1011 Plum Street SE Olympia WA 98501

5. Grant Amount	6. Funding Source	7. Start Date	8. End Date
$60,461.00	Federal: State: ☑ Other: N/A:	07/01/2022	06/30/2023

9. Federal Funds (as applicable)	Federal Agency:	CFDA Number	Indirect Cost Rate
N/A	N/A	N/A	N/A

10. SWV#	11. UBI #	12. UEI #
SWV0002425-21	602782481	NT6RMN8THTN7

13. Grant Purpose

To provide funding that strengthens Victim/Witness Assistance program activities.

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 and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget; Attachment C – Certification of Compliance with Federal Regulations; Attachment D – U.S. Department of Justice Certified Standard Assurances; Attachment E – Subgrant Award Report (SAR); Attachment E – EEOP Certification Form and Grantee's Application for funding.

FOR GRANTEE	FOR COMMERCE
_____ Signature	_____ Diane Klontz, Assistant Director
Satpal Sidhu Name	_____ Date
County Executive Title	**APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE**
_____ Date	

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

1. **AUTHORITY**

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by Chapter 39.34 RCW.

2. **AUDIT**

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

A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 C.F.R. 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

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

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) and COMMERCE may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

3. **BILLING PROCEDURES AND PAYMENT**

Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Form provided by OCVA program staff. The Invoice Voucher shall be submitted to Cheryl Rasch, Program Coordinator, Office of Crime Victims Advocacy. Invoices can be submitted electronically by email to cheryl.rasch@commerce.wa.gov, or via Secure Access Washington and the Commerce Contract Management System (CMS).

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices.

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 Grant shall be made by COMMERCE.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide, which can be found at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

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.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **$ 60,461.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A - Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with Attachment B – Budget.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current travel rates may be accessed at:
https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf

In performance of the services, requirements, and activities set forth herein, the Grantee shall comply with all applicable federal requirements of the Victims of Crime Act Rule
https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program.

5. COMPLYING WITH THE SAFE STREETS ACT

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

6. CONFERENCES, MEETINGS, AND TRAININGS

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office of Justice Programs (OJP) website at DOJ Grants Financial Guide 2022 | III. Postaward Requirements | Office of Justice Programs (ojp.gov).

Any training or training materials that the Grantee, or any Subgrantee at any tier, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

7. DEBARMENT

A. Grantee, defined as the primary participant and it principals, certifies by signing these Terms and Conditions that to the best of its knowledge and belief they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

8. EXAMINATION OF RECORDS

The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

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9. 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.

10. 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.

11. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the grant period, COMMERCE may analyze grant expenditures as a proportion of the grant budget. If COMMERCE determines, in its sole discretion, that the grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other grantees for the provision of eligible program activities.

12. INSURANCE

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

13. NON-COMPLIANCE WITH NON-DISCRIMINATION 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. 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.

14. NON-SUPPLANTING

The Grantee agrees that Grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.

15. POTENTIAL FRAUD, WASTE, ABUSE AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Divisions, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (800) 869-4499 (phone) or (202) 616-9881 (fax).

16. POTENTIAL IMPOSITION OF ADDITIONAL REQUIREMENTS

As applicable. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

DOJ monitors and evaluates risk for COMMERCE, and COMMERCE monitors and evaluates risk for Grantees. Grantee agrees to comply with any additional requirements that may be imposed if COMMERCE has designated the Grantee as "high risk" via risk assessment and monitoring procedures.

17. REPORTING

Grantees must collect and maintain data that measure the performance and effectiveness of work done under this grant.

If providing direct services or outreach, the Grantee shall submit data quarterly in the InfoNet data collection system, relative to the provision of SFY 2023 Victim/Witness Assistance Grant services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

The Grantee shall submit non-personally identifying demographic, service and compliance data required by state funding sources in the InfoNet data collection system. The Grantee shall maintain documentation and records that support the data reported in InfoNet.

The Grantee shall establish and maintain written procedures for the security of InfoNet use at its site. Procedures shall include:

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and
- That the Grantee shall notify the Department Program Coordinator for this grant when an employee is no longer authorized to access the InfoNet system.

Quarterly Performance Reports

As applicable. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

Grantees submit this information to COMMERCE via InfoNet, COMMERCE reports to OVC.

Grantees may be required to submit narrative reports in addition to the InfoNet data. See funding application for details.

18. REQUIREMENT OF REMEDIES FOR NON-COMPLIANCE AND MATERIALLY FALSE STATEMENTS

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

19. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

20. 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.

21. SUBAWARDS ("SUBGRANTS") SPECIFIC FEDERAL AUTHORIZATION

As applicable. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

22. SUBGRANT AWARD REPORT (SAR)

The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

Grantees submit this information to COMMERCE, who then submits this information to OVC.

23. SPECIFIC APPROVAL REQUIRED IN PROCUREMENT EXCEEDING $250,000

As applicable. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-

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award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

24. 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
- Attachment C – Certification of Compliance with Federal Regulations
- Attachment D – U.S. Department of Justice Certified Standard Assurances
- SFY 2023 Victim/Witness Assistance Grant Application for Funding as submitted and approved by COMMERCE

GENERAL TERMS AND CONDITIONS
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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

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.

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.

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18. LAWS

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

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.

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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.

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.

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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.

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 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

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.

DocuSign Envelope ID: 849EA44E-07DC-4519-A7AD-1A1ADEB57055

SCOPE OF WORK

SFY 2023 Victim/Witness Assistance Grant

July 1, 2022 through June 30, 2023

Whatcom County Prosecuting Attorney's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the SFY 2023 Victim/Witness Assistance Grant during the grant period.

This Grant is not a benefit or entitlement to the Grantee. It is not to be used to acquire property or services for the federal or state government's direct benefit. The principle purpose of this Grant is to provide funding for Whatcom County Prosecuting Attorney's Office to accomplish a public purpose.

Funding from this Grant must be used to support the services outlined and approved in the SFY 2023 Victim/Witness Assistance Grant funding application. Activities shall include, but not limited to:

- system-based advocacy for the victim;
- information and support for crime victims;
- assistance with obtaining protection orders or other court documents;
- assistance with restitution;
- assistance in accessing Crime Victims Compensation benefits;
- notification of hearings and other relevant events;
- referrals to other agencies which can provide information for a victim;
- ensuring that goods and services, supplies or direct costs supported by this grant program are related to issues involving support and services directly for crime victims.

DATA REQUIREMENTS

If providing direct services or outreach the Grantee shall submit data quarterly in the InfoNet data collection system, relative to the provision of SFY 2023 Victim/Witness Assistance Grant services. Report data will be due in InfoNet no later than **October 15, 2022**; **January 15, 2023**, **April 15, 2023**, and **with final invoice**.

DELIVERABLES

1. Reports – As described in Section 17 of Special Terms and Conditions

2. Audit – If required, audit must be received no later than nine (9) months after the end of the Grantee's fiscal year

3. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

Provision of the deliverables listed above will be measured using the following performance measures:

1. 90% of required vouchers will be submitted on time
2. 100% of required reports will be completed on time

ATTACHMENT B

BUDGET

July 1, 2022 through June 30, 2023

Budget Item	Amount
Salaries	$ 47,208.00
Benefits	$ 13,253.00
Goods and Services	$ 0.00
Total	**$ 60,461.00**

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of training volunteers. Additional information may be found DOJ Grants Financial Guide 2022 | III. Postaward Requirements | Office of Justice Programs (ojp.gov)

No Grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf .

Any purchase over $5,000 must be pre-approved by COMMERCE.

ATTACHMENT C

CERTIFICATION OF COMPLIANCE WITH FEDERAL REGULATIONS

All OJP award recipients, and any subrecipient ("subgrantee") at any tier, must comply with the requirements below. In addition, the general terms and conditions applicable to all OJP grants and cooperative agreements are available at: "General Conditions" for OJP Awards in FY 2022 | Office of Justice Programs, These do not supersede any specific conditions in this award document.

1. **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

   The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OJP website, including any updated version that may be posted during the period of performance. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm

2. **Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)**

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm *(Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award))*, and are incorporated by reference here.

3. **Employment Eligibility Verification for Hiring Under the Award**

   The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipients obligations under this condition are posted on the OVW website at https://www.ojp.gov/funding/explore/legaloverview2022/mandatorytermsconditions#employment-eligibility-verification-for-hiring-under-the-award (*Award Condition: Employment eligibility verification for hiring under award)*, and are incorporated by reference here.

4. **Determinations of Suitability to Interact with Participating Minors**

   The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individuals' employment status. Details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm *(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors)*, and are incorporated by reference here.

5. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38 and 28 C.F.R Part 54**

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

   Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities,

as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgibin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

6. **General Appropriations – Law Restrictions on the use of Federal Funds**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2021 *(General appropriations-law restrictions on use of federal funds)*, and are incorporated by reference here.

7. **Unreasonable Restrictions on Competition Under the Award; Association with Federal Government**

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

8. **Restrictions on "Lobbying" and Policy Development**

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

9. **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712

10. **Notification of Findings of Discrimination or Non-Compliance**

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the recipient, or a program partner or participant receiving contract funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

The recipient, and any subrecipient ("subgrantee") at any tier, shall include a statement clearly stating whether or not the finding is related to any contract activity supported with a contract in which U.S. Department of Justice funds are involved, and identify all open contracts utilizing U.S. Department of Justice funding by contract number and program title.

11. **Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS**

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

12. **FFATA reporting: Subawards and executive compensation**

As applicable. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

COMMERCE submits FFATA information on behalf of all Grantees.

As the duly Authorized Representative of the Grantee, I hereby certify that the Grantee (and any subgrantees) will comply with the above regulations, as applicable

Whatcom County Prosecuting Attorney's Office
Agency Name

Satpal Sidhu
Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Attachment D

U.S. DEPARTMENT OF JUSTICE
CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

1. I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

2. I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

3. I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

   A. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

   B. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

   C. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

4. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

   A. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681,1683,1685-86); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);

   B. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20101); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b));

   C. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

   D. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

5. The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

6. I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation

Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

7. I assure that the Applicant will give the Department and the Government Accountability Office, through any Authorized Representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

8. I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

   A. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

   B. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

9. If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

10. If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C.10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Whatcom County Prosecuting Attorney's Office
Agency Name

Satpal Sidhu
Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Attachment E

Subgrant Award Report (SAR)

Complete the information below, this will be used by OCVA to complete the federal Subgrant Award Report (SAR) which collects basic information on subgrant recipients and program activities that will be implemented with VOCA plus match funds.

How to video is here: https://vimeo.com/365156967

1. Organization Name: **Whatcom County Prosecuting Attorney's Office**
2. VOCA Crime Victim Assistance Funds Awarded in this grant: **$ 0.00**
3. Sub-Grant Number (number assigned to your contract): **S23-31101-034**
4. Budget and Staffing

   Indicate below the requested information based on the subrecipient's current fiscal year. Report the total budget available to the victim services program, by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services programs. For example, if VOCA funds are awarded to support a victim advocate unit in a prosecutor's office, only report the budget for the victim advocate unit.

Information Requested	Response	Explanation (as required)
A. Total budget for **all victimization programs and services**	$ 60,461.00	*The amount reported is for the current fiscal year. Include the subaward amount for this contract/grant.*
B. Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year	State funds: $ 60,461.00 Local funds: $ Other federal funds: $ Other non-federal: $	*Identify by source the amount of funds allocated to the victimization programs/services budget of the subgrantee agency.* ***DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY*** *OTHER FEDERAL includes all federal funding except the subaward amount reported in Question 2.*
C. **Total number of paid staff for all** subgrantee victimization program and/or services	Total Paid Staff: *Enter Whole Number* 1	***Count each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.***
D. Number of staff hours funded **through this VOCA award** (plus match) for subgrantee's victimization programs and/or services	Number of Hours: 40 hrs / week	*Total COUNT of hours to work by all staff supporting the work of this VOCA subaward plus match.*
E. Number of **volunteer staff** supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services	Volunteer Staff: *Enter Whole Number* Ø	*COUNT each volunteer staff once. DO NOT prorate based on FTE.*
F. Number of **volunteer hours** supporting the work of this VOCA award (plus match) for subgrantee's victimization programs	Number of Hours: Ø	*Total count of hours to work by all volunteers supporting the work of this VOCA subaward plus match.*

ATTACHMENT F

CERTIFICATION FORM
Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

*Please read carefully the Instructions (see below) and then complete Section A **or** Section B **or** Section C, not all three.*

Recipient's Name: WHATCOM COUNTY	
Address: DBA WHATCOM COUNTY PROSECUTOR 311 GRAND AVE STE 201 BELLINGHAM, WA 98225	
Is **agency** a ☐ Direct or ☑ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? ☐ Yes ☑ No
UEI **Number**: NT6RMN8THTN7	Vendor Number (only if **direct** recipient): N/A
Name and Title of **Contact** Person: Melissa Lacki, Vicitm Witness Coordinator	
Telephone Number: (360) 778-5710	E-**Mail** Address: mlacki@co.whatcom.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees. ☐ Indian tribe. ☐ Medical Institution.

☐ Nonprofit Organization. ☐ Educational Institution. ☐ Receiving an award less than $25,000

I, _____ [*responsible official*], certify that [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuit to 28 C.F.R. § 42.302.
I further certify that _____ [*recipient*] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

_____
Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

_____ [*responsible official*],
certify that _____ [*recipient*]
Which has fifty or more employees and is receiving a single award for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____
[organization],
_____
[address].

_____
Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

_____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

_____
Print or Type Name and Title *Signature* *Date*

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-479

File ID:	AB2022-479	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/26/2022	**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:	09/13/2022			**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 State Department of Interior, U.S. Geological Survey (USGS) to jointly fund continued stream gaging stations in the Nooksack River in the amount of $199,672.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The annual Joint Funding Agreement with the USGS funds the ongoing operation and maintenance of the County's six stream gages within the Nooksack River early flood warning system and the addition of three new gages and other upgrades to the system

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Proposed Contract

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
DIRECTOR

RIVER AND FLOOD
322 N. Commercial Street, Suite 120
Bellingham, WA 98225-4042
Phone: (360) 778-6230
www.whatcomcounty.us

M E M O R A N D U M

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: Paula J. Harris, P.E., River and Flood Manager

Gary Stoyka, Natural Resources Program Manager

DATE: August 25, 2022

RE: Joint Funding Agreement with United States Geological Survey for Early Flood Warning Gages

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Enclosed is a Joint Funding Agreement between the Whatcom County Flood Control Zone District (FCZD) and the United States Geological Survey (USGS) for your review and signature.

- **Background and Purpose**

The FCZD has worked cooperatively with the USGS for a number of years to collect stream-gaging data on a real-time basis for early flood warning and flood response. Financing of this program is provided on a cost-share basis through the USGS Cooperative Program. Similar to last year's Joint Funding Agreement, it includes the six early warning gages on the Nooksack River and its upper forks, plus the Jones Creek gage and the Everson overflow gage at Main Street. This year's JFA also includes the following additions and upgrades to the network:

- Additional high flow measurements to improve the rating curves used to estimate flows from measured stages at the Cedarville and Everson gages
- Installation of a new overflow gage at Emerson Road to monitor overflow into the Everson-Sumas corridor
- Installation of cameras and cellular telemetry at the Emerson Road and Everson Main Street overflow gages
- Installation of a new gage on the Sumas River which also contributes significant flow to the Everson-Sumas overflow corridor
- Installation of a new river gage at the Guide-Meridian

These additions and upgrades are intended to improve our early warning system and our long-term planning and flood hazard reduction efforts.

- **Funding Amount and Source**

The proposed Joint Funding Agreement is for a total amount of $217,706, of which $11,909 will be funded by the USGS through Cooperative Matching Funds. The FCZD fund will provide $199,672, with $6,818 from the Acme/Van Zandt Subzone fund, and the City of Abbotsford will reimburse $4,545

in accordance with the existing Interlocal Agreement for the Everson Main Street Overflow gaging station.

Similar to last year, another portion ($6,125) of the total USGS contribution of $18,034 is through its Federal Priority Streamgage Program, which is reflected in the Joint Funding Agreement (item 2c.) but not in Attachment A as the agreement is only for Cooperative Water Program funding. We are currently negotiating a grant agreement with the Washington Department of Commerce that may provide as much as $91,075 to offset the costs of the gaging improvements.

- **Differences from Previous Contract**

This year's costs are $94,751 higher than the cost of services provided last year, primarily due to the additions and upgrades to the gaging network.

Please contact Paula Harris at extension 6285 if you have any questions or concerns regarding the terms of this agreement.
Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
 # 202208024

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	River and Flood/907540
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	United States Geological Survey

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: 169110

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):
$ 199,672

This Amendment Amount:
$

Total Amended Amount:
$ 199,672

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:

The annual Joint Funding Agreement with the USGS funds the ongoing operation and maintenance of the County's six stream gages within the Nooksack River early flood warning system and the addition of three new gages and other upgrades to the system.

Term of Contract:	Expiration Date: September 30, 2023

Contract Routing:

1. Prepared by: Paula Harris Date: 8/25/2022
2. Attorney signoff: Christopher Quinn Date: 8/26/2022
3. AS Finance reviewed: M Caldwell Date: 8/26/22
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Last edited 07/06/20

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Washington Water Science Center
934 Broadway St, Ste 300
Tacoma, WA 98402

August 16, 2022

Mrs. Paula Harris
Manager, River and Flood Divison
Whatcom County Public Works
322 N Commercial Street, Suite 210
Bellingham, WA 98225-4042

Dear Mrs. Harris:

Enclosed is our standard joint-funding agreement (23YGJFA04200) between the U.S. Geological Survey Washington Water Science Center and Whatcom County Public Works for the operation and maintenance of streamgages for discharge, stage only, climate, and imagery during the period October 1, 2022, through September 30, 2023, in the amount of $199,672 from your agency. U.S. Geological Survey contributions for this agreement are $11,909 for a combined total of $211,581. Please sign and return one fully-executed original to Sharbra Gordon-scott gs-w-wa_admin_dropbox@usgs.gov.

The full scope of work is described in the attached document with changes between FY22 and FY23 described below for convenience:

- Two additional flood measurements on the Nooksack River at both (12210700) North Cedarville, WA, and (12211200) Everson, WA.
- Addition of cameras and cellular telemetry to streamgages (12211195) Nooksack Overflow at Hwy 544 and (# TBD) Nooksack Overflow at Emerson Road.
- Elevation surveying of public infrastructure near streamgages (12211200) Everson, WA, (12211195) Nooksack Overflow at Hwy 544, and (# TBD) Nooksack Overflow at Emerson Road for inclusion in the USGS Flood Impact Map.
- Publication of stage at (12210220) Jones Creek at Acme, WA.
- Installation and operation of a new seasonal (6 mos., October - March) stage-only streamgage on Emerson Road at Everson, WA.
- Installation and operation of a new seasonal (6 mos., October - March) discharge streamgage on the Sumas River (location TBD).
- Installation and operation of a new discharge streamgage on the Nooksack River at Guide Meridian Road at Lynden, WA.

New work will be completed as soon as possible upon receipt of a signed agreement and permit approval. The USGS requests the assistance of Whatcom County Public Works in acquiring approved state and local permits to install the new streamgages and remove trees from measuring sections.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Christopher Laveau by phone number (701) 213-8694 or email cdlaveau@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your

invoice(s), please contact Sharbra Gordon-scott at phone number (253) 552-1698 or email at gs-w-wa_admin_dropbox@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

CYNTHIA BARTON

Digitally signed by CYNTHIA BARTON
Date: 2022.08.16 14:23:54 -07'00'

Cynthia Barton, Ph.D, LHG, LG
Center Director

Enclosure
23YGJFA04200 (1)

Form 9-1366
(May 2018)

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

Customer #: 6000000721
Agreement #: 23YGJFA04200
Project #: YG00H1U 001
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) **$11,909** by the party of the first part during the period **October 1, 2022 to September 30, 2023**

(b) **$199,672** 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: $6,125

Description of the USGS regional/national program: USGS Federal Priority Streamgage Program

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

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

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

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

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

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

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

Form 9-1366
(May 2018)

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

Customer #: 6000000721
Agreement #: 23YGJFA04200
Project #: YG00H1U 001
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: (701) 213-8694
Fax:
Email: cdlaveau@usgs.gov

Customer Technical Point of Contact

Name: Paula Harris
Manager, River and Flood Divison
Address: Whatcom County Public Works Dept.
322 N Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6285
Fax:
Email: pharris@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: Paula Harris
Manager, River and Flood Divison
Address: Whatcom County Public Works Dept.
322 N Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6285
Fax:
Email: pharris@co.whatcom.wa.us

U.S. Geological Survey
United States
Department of Interior

Signature

By CYNTHIA BARTON Digitally signed by CYNTHIA BARTON Date: 2022.08.16 14:25:34 -07'00' **Date:** _____
Name: Cynthia Barton, Ph.D, LHG, LG
Title: Center Director

Whatcom County Public Works

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

Whatcom County Public Works
Attachment for 23YGJFA04200
10/1/2022 to 9/30/2023

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS USGS	COOP	TOTAL
12205000 NF NOOKSACK RIVER BL CASCADE CREEK NR GLACIER, WA			
Full Range Streamflow Station	$6,989	$16,331	**$23,320**
12208000 MF NOOKSACK RIVER NEAR DEMING, WA			
Full Range Streamflow Station		$3,521	**$3,521**
12210000 SF NOOKSACK RIVER AT SAXON BRIDGE, WA			
Full Range Streamflow Station		$17,195	**$17,195**
12210220 JONES CREEK AT ACME, WA			
Stage, Continuous Seasonal 9 mos. (Oct. – June)		$6,818	**$6,818**
12210700 NOOKSACK RIVER AT NORTH CEDARVILLE, WA			
Full Range Streamflow Station		$13,514	
(New FY23) 2 Extra Discharge, Measurements		$2,680	**$16,194**
12211195 NOOKSACK R OVERFLOW AT HIGHWAY 544 AT EVERSON, WA			
Stage, Continuous Seasonal 6 mos. (Oct. – Mar.)		$4,545	**$4,545**
12211200 NOOKSACK RIVER AT EVERSON, WA			
Full Range Streamflow Station		$23,320	
(New FY23) 2 Extra Discharge, Measurements		$2,680	**$26,000**
12213100 NOOKSACK RIVER AT FERNDALE, WA			
Full Range Streamflow Station	$4,920	$18,400	**$23,320**
TBD - NOOKSACK R OVERFLOW AT EMERSON RD			
(New FY23) Equipment purchase & installation		$16,000	
(New FY23) Stage, Continuous Seasonal 6 mos. (Oct. – Mar.)		$4,545	**$20,545**
TBD - NOOKSACK RIVER AT LYNDEN			
(New FY23) Equipment purchase & installation		$9,000	
(New FY23) Full Range Streamflow Station		$22,380	**$31,380**
TBD - SUMAS R. BETWEEN EVERSON & SUMAS, WA			
(New FY23) Equipment purchase & installation		$9,000	
(New FY23) Full Range Streamflow Station Seasonal 6 mos. (Oct. – Apr).		$11,190	**$20,190**
Total:	**$11,909**	**$181,119**	**$193,028**

CLIMATE

SITE NUMBER & DESCRIPTION	FUNDS USGS	COOP	TOTAL
12210220 JONES CREEK AT ACME, WA			
Precipitation & AT, Continuous Seasonal (unpublished) 9 mos. (Oct. – June)		$2,123	**$2,123**
12210700 NOOKSACK RIVER AT NORTH CEDARVILLE, WA			
Precipitation & AT, Continuous (unpublished)		$2,830	**$2,830**
Total:		**$4,953**	**$4,953**

MISCELLANEOUS

SITE NUMBER & DESCRIPTION	FUNDS USGS	COOP	TOTAL
12211195 NOOKSACK R OVERFLOW AT HIGHWAY 544 AT EVERSON, WA			
(New FY23) Cellular telemetry and camera operation		$1,800	
(New FY23) Purchase and installation of camera		$2,000	
(New FY23) Infrastructure surveying for use in Flood Impact Map		$2,000	**$5,800**
12211200 NOOKSACK RIVER AT EVERSON, WA			
(New FY23) Infrastructure surveying for use in Flood Impact Map		$2,000	**$2,000**
TBD - NOOKSACK R OVERFLOW AT EMERSON RD -			
(New FY23) Cellular telemetry and camera operation		$1,800	
(New FY23) Purchase and installation of camera		$2,000	
(New FY23) Infrastructure surveying for use in Flood Impact Map		$2,000	**$5,800**
Total:		**$13,600**	**$13,600**

GRAND TOTAL: $11,909 $199,672 $211,581

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-480

File ID:	AB2022-480	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/26/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Grant Program Agreement between the Whatcom County Flood Control Zone District and the State of Washington Department of Ecology in the amount of $ 500,00.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

In response to the November 2021 floods, the State legislature included a budget proviso in the supplemental budget that provided funding support for the Floodplain Integrated Planning (FLIP) process that was initiated several years ago. The grant provides funding to advance the technical work needed to develop and evaluate flood mitigation alternatives, primarily focused in the Everson-Sumas overflow corridor

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Proposed Grant Agreement

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
DIRECTOR

RIVER AND FLOOD
322 N. Commercial Street, Suite 120
Bellingham, WA 98225-4042
Phone: (360) 778-6230
www.whatcomcounty.us

M E M O R A N D U M

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: Paula J. Harris, P.E., River and Flood Manager

Gary Stoyka, Natural Resources Program Manager

DATE: August 25, 2022

RE: Grant Agreement with Department of Ecology for Floodplain Integrated Planning Support

---

Enclosed is a grant agreement between the Whatcom County Flood Control Zone District (FCZD) and the Department of Ecology (Ecology) for your review and signature.

- **Background and Purpose**

In response to the November 2021 floods, the State legislature included a budget proviso in the supplemental budget that provides funding support for the Floodplain Integrated Planning (FLIP) process that was initiated several years ago. The grant provides funding to advance the technical work needed to develop and evaluate flood mitigation alternatives, primarily focused in the Everson-Sumas overflow corridor. This work includes updating and calibrating the Nooksack River hydraulic model; developing, modeling and evaluating potential flood mitigation alternatives; technical support for the Nooksack River International Task Force; and facilitation and public outreach support for the FLIP process.

- **Funding Amount and Source**

The proposed grant agreement provides $500,000 of State funding and requires no match.

Please contact Paula Harris at extension 6285 if you have any questions or concerns regarding the terms of this agreement.
Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	
Division/Program: *(i.e. Dept. Division and Program)*	
Contract or Grant Administrator:	
Contractor's / Agency Name:	

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

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

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

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

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

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

If YES, indicate exclusion(s) below:

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

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

Summary of Scope:

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.

Term of Contract:	Expiration Date:

Contract Routing:

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

Last edited 07/06/20

DEPARTMENT OF ECOLOGY
State of Washington

Whatcom County Contract No.
202208025

Agreement No. OTGP-2022-WhCoPW-00103

ONE TIME GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Whatcom County Flood Control Zone District, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Floodplain Integrated Planning Support
Total Cost:	$500,000.00
Total Eligible Cost:	$500,000.00
Ecology Share:	$500,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Ecology Grant

Project Short Description:
The Whatcom County Flood Control Zone District received a fiscal year 2023 Washington State legislative proviso to develop & evaluate mutually beneficial water resource & habitat management actions that address climate change and extreme weather events using the floodplain integrated planning process (FLIP). The work will include technical analysis & facilitation/communications assistance to support the FLIP Team in developing long-term local solutions, and projects in the Nooksack watershed.

Project Long Description:
The RECIPIENT will complete the following:

• Coordinate and participate in the FLIP process to advance the concepts generated at the design charrettes for the Flow Split and Reach 2 Teams. The floodplain integrated planning process steering committee (FLIPSC) will be

engaged throughout the process.

• Update and calibrate the Nooksack River hydraulic model, developing concept designs for alternatives to reduce flood hazards and improve habitat, and evaluation of those alternatives considering potential impacts of climate change. The technical work will support both the FLIP process and the Nooksack River International Task Force as it is redefined.

• Facilitate FLIPSC and FLIP team meetings and conduct public outreach and communications of the FLIP process.

• Develop and evaluate mutually beneficial water resource and habitat management actions that address climate change and extreme weather events.

Overall Goal:
The RECIPIENT will integrate Nooksack basin floodplain projects with mutually beneficial water resource and riparian habitat management actions that address climate change and extreme weather events. These actions also support Whatcom County's floodplain integrated planning team planning, technical review, local solutions, and project development.

RECIPIENT INFORMATION

Organization Name: Whatcom County Flood Control Zone District

Federal Tax ID: 91-6001383
UEI Number: NT6RMN8THTN7

Mailing Address: 322 N. Commercial Street, Suite 220
Bellingham, Washington 98225

Physical Address: 322 N. Commercial Street, Suite 220
Bellingham, Washington 98225

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

Contacts

Project Manager	Paula Harris River and Flood Manager 322 N Commercial Street, Suite 120 Bellingham, Washington 98225 Email: pharris@co.whatcom.wa.us Phone: (360) 778-6285
Billing Contact	Christy Fowler 322 N. Commercial St. Suite 210 Bellingham, Washington 98225 Email: cfowler@co.whatcom.wa.us Phone: (360) 778-6214
Authorized Signatory	Satpal Singh Sidhu County Executive 311 Grand Avenue, Suite 108 Bellingham, Washington 98225 Email: ssidhu@co.whatcom.wa.us Phone: (360) 778-5200

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Lisa Nelson PO Box 330316 Shoreline, Washington 98133-9716 Email: LNEL461@ecy.wa.gov Phone: (425) 466-8732
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 280-8645

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Joenne McGerr Date

Shorelands

Program Manager

Template Approved to Form by
Attorney General's Office

Whatcom County Flood Control Zone District

By: _____

Satpal Singh Sidhu Date

County Executive

Christopher Quinn

Senior Deputy Prosecuting Attorney - Civil Division

Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $10,000.00

Task Title: 1. Project Administration/Management

Task Description:
A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and inter-local agreement requirements; application of, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designee; the department; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The recipient must carry out this project in accordance with any completion dates outlined in this agreement. Budget deviations are allowed between budget objects, e.g., the RECIPIENT may spend less money on one task and more on another, but under no circumstances may the RECIPIENT exceed the total project cost. The approval of the ECOLOGY Project Manager is required for this deviation.

Task Goal Statement:
Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:
Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Close Out Report. Properly maintained project documentation.

Recipient Task Coordinator: Paula Harris

1. Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Close Out Report	06/30/2023

SCOPE OF WORK

Task Number: 2 **Task Cost:** $490,000.00

Task Title: 2. Floodplain Integrated Planning Process Support

Task Description:
The RECIPIENT will advance the technical work needed to evaluate integrated flood hazard reduction strategies in the two reaches (Reach 2 and Flow Split Reach) where design charrettes have resulted in a suite of actions to be evaluated.

The RECIPIENT will complete the following subtasks:

A. The RECIPIENT will prepare a mini QAPP (Quality Assurance Project Plan) and submit it to ECOLOGY for review.

B. The RECIPIENT will update the hydrology for the Lower Nooksack and Sumas basins, update the hydraulic model geometry using the 2022 bathymetric survey, calibrate the updated model to the 2020 and 2021 floods, and document the results. Evaluation of any changes to the threshold for overtopping or changes in flood frequencies and an approach for modeling the anticipated impacts of climate change will be part of this subtask.

C. The RECIPIENT will develop and evaluate integrated flood hazard reduction alternatives for the Everson overflow corridor starting with the concepts generated at the design charrette. This includes conceptual design, hydraulic modeling, planning-level cost estimates and comparison of impacts and benefits for each of the alternatives.

D. The RECIPIENT will complete the actions identified at the design charrette for Reach 2, which included developing project concepts for improving habitat between the levees and evaluating the impacts of ongoing development in Ferndale.

E. The RECIPIENT will engage the FLIPSC as the work progresses. The FLIPSC will continue to plan and orchestrate meetings with the FLIP Reach Teams at key times to keep them informed and obtain feedback. These meetings will be facilitated by the current consultant team supporting the FLIP. This work will conduct public outreach and communications on the FLIP process.

F. The RECIPIENT will coordinate with and support the Nooksack River International Task Force (or its successor) to advance efforts on both sides of the border to mitigate flood risk. The RECIPIENT will submit any accomplished deliverables from these potential accomplishments to ECOLOGY and upload to EAGL .

Task Goal Statement:
To advance the technical work needed to support the FLIP process, specifically the actions identified during the design charrettes for Reach 2 and the Everson Flow Split. This ultimately will lead to selection of a preferred strategy for flood risk reduction in the Everson overflow and improvements to habitat and an understanding of the impacts of future development in Reach 2.

Task Expected Outcome:
Significant progress in the FLIP process, including evaluation of alternatives, engagement of the FLIP Team and coordination with the Nooksack River International Task Force in British Columbia (the Canadian federal government, the government of

British Columbia, First Nations, and stakeholders) for flood risk reduction.

Recipient Task Coordinator: Paula Harris

2. Floodplain Integrated Planning Process Support

Deliverables

Number	Description	Due Date
2.1	Mini QAPP submitted to the ECOLOGY Project Manager and uploaded to EAGL .	
2.2	Final report documenting the hydrologic and hydraulic model updates and calibration to the recent flood events submitted to ECOLOGY and uploaded to EAGL.	
2.3	Conceptual Alternatives Analysis Memo or PowerPoint submitted to ECOLOGY Project Manager and uploaded to EAGL.	
2.4	Conceptual Designs submitted to ECOLOGY Project Manager and uploaded to EAGL.	
2.5	Coordination with the Canadian government representatives and the FLIP Everson Flow Spit Team. Provide a summary of each meeting submitted to ECOLOGY Project Manager and uploaded to EAGL.	

BUDGET

Funding Distribution EG230023

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: FY 2023 Flood Provisos
Funding Type: Grant
Funding Effective Date: 07/01/2022
Funding Expiration Date: 06/30/2023

Funding Source:

Title: General Fund - State (SEA)

Fund: FD
Type: State
Funding Source %: 100%
Description: FY2023 Flood Provisos; MIC: E42041H2; PIC: E4204; Fund: General Fund 001 ; EAI: 1H2

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

FY 2023 Flood Provisos	Task Total
1. Project Administration/Management	$ 10,000.00
2. Floodplain Integrated Planning Process Support	$ 490,000.00
	Total: $ 500,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
FY 2023 Flood Provisos	0.00 %	$ 0.00	$ 500,000.00	$ 500,000.00
Total		**$ 0.00**	**$ 500,000.00**	**$ 500,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

See Attachment A. FY2023 Flood Provisos, Floodplains by Design, and Flood Control Assistance Account Program – Special Terms and Conditions.

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-483

File ID:	AB2022-483	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/30/2022	**Entered by:**	MKeeley@co.whatcom.wa.us		
Department:	Human Resources Division	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Collective Bargaining Agreement between Whatcom County and the Deputy Sheriff's Guild for the period January 1, 2023 - December 31, 2025

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please refer to staff memo for background and more information

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract

WHATCOM COUNTY
ADMINISTRATIVE SERVICES

HUMAN RESOURCES
Whatcom County Courthouse
311 Grand Avenue, Suite #107
Bellingham, WA 98225-4038
(360) 778-5300
HR@co.whatcom.wa.us

MELISSA KEELEY
Manager

MEMO TO: County Council Members

CC: Satpal Sidhu, County Executive
Tyler Schroeder, Deputy Executive

FROM: Melissa Keeley, Human Resources Manager MK

DATE: August 30, 2022

SUBJECT: **2023-2025 Deputy Sheriff's Guild Collective Bargaining Agreement**

We are pleased to have bargained a three-year successor Collective Bargaining Agreement with the Deputy Sheriff's Guild consistent with budget authority.

Highlights are summarized below:

Wages

2023 – 6%

2024 – 4%

2025 – 3%

Retention Bonus

$2,000 in November 2022, 2023, and 2024 for a maximum of $6,000

Education Incentive

Bachelor – 2%

Associates – 1%

Longevity

27 years – 7%

Vacation

Recognition of lateral law enforcement experience for setting starting accrual rate.

Holidays

Addition of Juneteenth

Work Schedule

Transition to squads working Monday – Thursday or Thursday - Sunday

I'm available to answer any questions at mkeeley@co.whatcom.wa.us or ext. 5305.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Administrative Services
Division/Program: *(i.e. Dept. Division and Program)*	Human Resources (HR)
Contract or Grant Administrator:	Melissa Keeley, HR Manager
Contractor's / Agency Name:	CBA between Whatcom County and Deputy Sheriff's Guild

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

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

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

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

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

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

If YES, indicate exclusion(s) below:

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

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

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

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

Summary of Scope:

2023-2025 Collective Bargaining Agreement between Whatcom County and Whatcom County Deputy Sheriff's Guild

Term of Contract: Three Years	Expiration Date: December 31, 2025

Contract Routing:

1. Prepared by:	Melissa Keeley	Date: 8/30/22
2. Attorney signoff:	by email	Date: 8/29/22
3. AS Finance reviewed:	BBmm	Date: 8/30/22
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 07/06/20

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COLLECTIVE BARGAINING AGREEMENT

By and Between
WHATCOM COUNTY, WASHINGTON

AND

WHATCOM COUNTY DEPUTY SHERIFF'S GUILD BARGAINING UNIT

January 1, 2023 – DECEMBER 31, 2025

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AGREEMENT
By and Between
WHATCOM COUNTY, WASHINGTON
AND
WHATCOM COUNTY DEPUTY SHERIFF'S GUILD

January 1, 2023– DECEMBER 31, 2025

THIS AGREEMENT, MADE AND ENTERED INTO by and between Whatcom County, Washington, referred to as the County, and Whatcom County Deputy Sheriff's Guild, hereinafter referred to as the Guild.

GENERAL PURPOSES

The County and the Guild do hereby reach agreement for the purpose of enhancing the employer-employee relationship and to promote service to the public and the general efficiency, morale and security in the Sheriff's Office.

ARTICLE 1 - GUILD RECOGNITION AND SECURITY

1.1 Covered Employees. The County recognizes the Guild as the sole and exclusive representative for the purpose of collective bargaining for all full-time and regular part-time general authority peace officers (as defined in RCW 10.93.020) through the rank of sergeant of the Whatcom County Sheriff's Office, excluding supervisors, confidential employees and all other employees.

1.2 Non-Discrimination Clause. No employees shall be discharged, suspended or discriminated against for upholding Guild principles or engaging in protected Guild activity and any employee working under instruction of the Guild or who serves on a committee may do so without losing their position for such activity. There shall be no discrimination against any individual employee of the County or member of the labor organization with whom the County has a bona fide collective bargaining agreement with respect to the hire, tenure, compensation or other terms and conditions of employment because of Guild membership or as required by law.

1.3 New Hire Notification to Guild. The County agrees to notify the Guild bi-weekly of new hires. Notification will be in writing and will include the employee's name, address, date of hire, classification (step and grade), work location and phone number. The County will provide Guild representatives access to new employees while on duty for up to thirty (30) minutes within ninety (90) days of hire for the purpose of presenting Guild membership information.

1.4 Reserves and Volunteer Duties. Appropriately trained volunteer members of the Sheriff's Office and/or reserves may be used to perform the following duties: perform patrol, investigation and law enforcement functions; transport persons arrested by employees; transport paperwork and/or equipment to employees in the field, the Sheriff's Office or other locations; assist with community education and crime watch organizing efforts; use radar reader board; take initial reports of relatively minor matters not requiring the presence of an employee such as thefts under $1,000 where suspects are unknown; instances of malicious mischief not amounting to a felony where suspects

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are unknown; reports of suspicious activity where suspects are not present and where supervisory approval is first received; instances of worthless checks or documents where losses are under $1,000; and, handling matters of disabled or abandoned vehicles and similar type incidents not requiring the presence of a fully commissioned and trained employee.

1.4.1 Reserves on Duty. No more than two (2) reserves will be allowed to work without being under the immediate control of an employee at any given time. Those two reserves working without being under the immediate control of an employee will at all times work together as a team. All other reserves will work under the immediate control of employees at a ratio of one reserve to one employee. Reserves will wear an insignia on their uniform identifying them as a reserve.

1.4.2 Emergencies. In cases of emergency, members of other agencies and/or reserves may be utilized by the Sheriff under the mutual aid agreement or under the Police Powers Act until the situation is controlled. Specially trained Corrections Deputies assigned to the Special Events Team (SET) may also be used in emergencies (within the scope of their training) until the situation is controlled. An emergency is defined as an unplanned incident in which a strong possibility of harm to persons or property exists, requiring immediate response. Once the emergency is under control, members of the bargaining unit would be utilized as outlined above.

1.4.3 Bargaining Unit Security. The work by reserves and volunteers identified above is subject to the security of the bargaining unit. Specifically, reserves and volunteers may be utilized only to supplement and not supplant bargaining unit positions. In the event of any layoff in the bargaining unit, reserves may only be utilized on a one-to-one ratio with an employee until the displaced bargaining unit member is recalled or the position is refilled.

1.5 Definition of Employee. The term "employee," as used in this Agreement shall be defined as follows:

> **Employee:** General Authority Peace Officers who have full powers of arrest and who are fully commissioned Deputy Sheriffs employed by the Whatcom County Sheriff's Office (not including reserve).

1.6 Collective Bargaining. All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Guild and the County. It is recognized between the parties that this Agreement covers the employees of the Sheriff's Office for wages, working hours, schedules, benefits, and general working conditions only.

1.7 Civil Service. Except where matters are covered by express provisions of this Agreement, bargaining unit employees are subject to the rules of the Whatcom County Civil Service Commission. Any alleged violations of contractual provisions also covered by Civil Service Rules may be adjusted either through the Civil Service appeals process or through the grievance procedure of this Agreement provided that the filing of a Civil Service appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the employee’s right to further pursue the grievance or the Guild’s right to request the County to arbitrate the grievance. Provided further that nothing in this section shall be construed as a waiver of any right the Guild may have to

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require the County to engage in collective bargaining on any mandatory subject of bargaining.

ARTICLE 2 – DISCIPLINE/INTERNAL INVESTIGATIONS

2.1 Just Cause. No employee will be disciplined or discharged except for just cause.

2.1.1 Probationary Employees. The provisions of this article shall not apply to newly hired employees serving a probationary period. Probationary employees may be disciplined or discharged without just cause and without any recourse under this Agreement.

2.2 Types of Discipline. Discipline is defined to include verbal reprimand, written reprimand, disciplinary transfers, suspension, demotion (loss of rank) and termination.

2.3 Progressive Discipline. Discipline shall be progressive in nature for similar or substantially similar violations. In some instances, based upon the nature of the offense, discipline need not be progressive. Discipline shall not be used for purposes of progressive discipline after the maximum period as set out in the chart below.

Type of Discipline	Maximum Period
Verbal Reprimand (Recorded to the employee's file)	2 years and no reoccurrence of similar misconduct
Written Reprimand	3 years and no reoccurrence of similar misconduct
Suspension (5 days or under), Disciplinary Transfer	5 years and no reoccurrence of similar misconduct
Suspension (over 5 days) or Demotion	7 years and no reoccurrence of similar misconduct

2.3.1 Records Removal. Pursuant to the chart above, records of discipline removed from the employee's Sheriff's Office personnel file shall be maintained in the Office of Professional Standards and shall not be divulged or released except as required by law or upon authorization from the Prosecuting Attorney.

2.4 Supervisor Notes. Supervisor notes and log entries in and of themselves are not considered discipline.

2.5 Counseling. Counseling shall not be considered discipline.

2.6 Performance Evaluations. A performance evaluation shall not be considered discipline.

2.6.1 Disputes. An employee who receives a written performance evaluation with an overall rating below "meets job requirements" may file a grievance pursuant to the provisions of Article 22, Grievance Procedure, of this Agreement in the

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event such evaluation would reduce the employee's longevity/performance premium. Otherwise employees may write rebuttals or responses to their performance evaluations but may not grieve them.

2.7 Investigative Procedures. Employees whose conduct may be subject to discipline shall be afforded, at a minimum, the rights established by these procedures. This section shall not apply to any routine, supervisory contact with an employee for the purpose of counseling, instruction, training or delivering a performance evaluation.

2.7.1 Due Process. Employees shall be afforded due process of law, which includes the right to be informed in writing (using Addendum C – Advice of Administrative Investigation) of the specifically alleged acts of misconduct and alleged policy violations within fifteen (15) calendar days from the date that a supervisor who is at a level outside the bargaining unit was made aware of the facts or circumstances that could lead to discipline of an employee. Employees shall be afforded the opportunity to respond to such charges.

2.7.2 Constitutional Rights or Privileges. When the investigation reveals the possibility of prosecution for a criminal offense, the employee charged with or suspected of committing a criminal act shall be afforded the same constitutional rights, privileges or guarantees enjoyed by any person. This section shall not deprive the County of the right to pursue the investigation administratively under section 2.7 (Investigative Procedures).

2.7.3 Interview. The interview of any employee during the course of an investigation that could lead to disciplinary action as defined in section 2.2 (Types of Discipline) shall be conducted under the following conditions.

2.7.3.1 Interview Advisement. Interviews for employees subject to investigation shall be at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee, with at least two (2) hours' notice. Upon request, the employee will be granted a twenty-four (24) hour delay, unless the exigency of the investigation requires otherwise prior to the commencement of any interview pursuant to section 2.7 (Investigative Procedures). The employee shall be provided Notice using Addendum D (Advice of Administrative Interview) which includes the following:

> You are about to be questioned as part of an administrative investigation being conducted by the Whatcom County Sheriff's Office. You are hereby ordered to fully answer the questions that are put to you that relate to information you possess and/or your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to answer truthfully and cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding against you.

2.7.3.2 Length of Interview. An interview session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated.

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2.7.3.3 Conduct. The employee being interviewed and the interviewer shall not be subjected to verbal abuse.

2.7.3.4 No Inducements Allowed. No promise of reward shall be made as an inducement to answer any questions.

2.7.3.5 Recordings. Employees shall be given reasonable notice that he/she will be interviewed as part of a Class I or Class II Administrative Investigation and they shall be informed whether or not the interview will be audio recorded. Audio recordings may be transcribed should either the County or Guild request such a transcription with the cost of the transcription borne by the requesting party. The subject or witness employee shall have the opportunity to review the transcript, if transcription is requested or, if not transcribed; listen to the recording of their Interview by appointment with the Sheriff or designee. The audio recording shall be available for review by the Guild or subject/witness employee for a reasonable time after all issues of the investigation have been resolved. The recording of Administrative Interviews shall not be a matter of "due process" and is ministerial in nature with no penalty for an inadvertent failure of the audio recorder attributable to any party or loss of audio recordings or recordings that didn't work, etc.

2.7.3.5.1 Recording Permission Not Required. The investigator does not need to obtain permission from an employee at the time of the interview to audio record and/or otherwise record the Class I or Class II interview but must advise the employee that the interview is being recorded. The County and the Guild agree that the Advice of Administrative Interview attached to this Agreement (Addendum D) shall be provided to the subject or witness employees in all Administrative Interviews.

2.7.3.5.2 Class II Investigation Interviews. Class II investigations are generally not audio recorded but will be audio recorded at the request of either party. In a Class II interview should one party object to the use of an audio recording then a transcript shall be made and be the only official record. Class II transcription expenses shall be at the expense of the requesting party.

2.7.3.5.3 Recording Device. There shall be only one audio recording device used at the interview and all audio recordings shall be the sole responsibility of the County.

2.7.3.5.4 Non-employee Witnesses. To the extent possible, the County will record non-employee witness interviews.

2.7.3.5.5 Guild Representation. Any employee is entitled to Guild representation in an interview at the employee's request.

2.7.3.6 Use of Force. When an employee uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written statement for seventy-two (72) hours after the incident. During the seventy-two (72) hour period, the employee may be ordered to verbally report to a superior a brief summary of the incident for the purpose of securing evidence, identifying witnesses, apprehending suspects, or any other exigent circumstances. The affected employee may waive the seventy-two (72) hour requirement. The County shall provide the employee with a private location for communication with any person for whom a legal privilege

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exists.

2.7.4 Length of Investigation and Access to Investigatory File. Disciplinary investigations, including the review and approval of the investigative report(s) by the Sheriff, shall not exceed ninety (90) calendar days. The County shall endeavor to complete the investigation prior to the expiration of ninety (90) days, however, the County reserves the right to extend the investigation timeline in section 2.7.4.1 (Extension of Timeline).

Within the ninety (90) calendar day time frame:

1. Notification of investigation shall be made to the employee within fifteen (15) calendar days as outlined in section 2.7.1 (Due Process).
2. Upon the determination by the Sheriff that the investigation is satisfactorily complete, the employee will be notified in writing of:
    a. Any intent to impose discipline and the specific discipline contemplated (e.g. written reprimand, xx days suspension, termination);
    b. If discipline is to be imposed, the date and time when a pre-disciplinary hearing will be held;
    c. The Sheriff reserves the right to modify the initial determination as to the extent of discipline contemplated after a pre-disciplinary hearing.

2.7.4.1 Extension of Timeline. The length of an investigation may be extended where reasonably necessary by notice to and mutual agreement of the Guild. The Guild may not unreasonably withhold their agreement to extend the investigatory timeline. A request for extension must include the reason for the request and a reasonable number of days which does not prohibit the County from a reasonable request for additional extensions. Request for extensions shall not apply to notification of the investigation (section 2.7.1 – Due Process).

2.7.4.2 Suspension of Timeline. If an employee is investigated for suspicion of committing a criminal act, the Sheriff may suspend the investigative timeline upon notification of the Guild of the criminal investigation. The investigatory timeline may be suspended until a determination is made by the prosecuting authority on the underlying allegations. If the employee is subjected to criminal prosecution, the investigative timeline may be suspended until adjudication of the allegations is completed. When the investigation is recommenced, the timeline shall start at the same point it was suspended.

2.7.5 Determination of Discipline. Any discipline to be taken as a result of the investigation shall be announced in writing within fifteen (15) calendar days after completion of the investigation. A copy of which will be served upon the Guild.

2.7.6 Media Access. Without their express consent, employees under investigation shall not be subjected to visits by the press or other news media, nor shall the home address or photograph of the employee be given to the press or other news media unless ordered by the Courts or required by law.

2.7.7 Access to Investigatory File. When an investigation is concluded by the Sheriff, and where discipline is contemplated by the Sheriff, the employee shall be afforded the opportunity to read the investigatory file, the conclusions reached, and any recommendations made, before official action is taken by the Sheriff. The Guild shall be afforded an opportunity to review and copy the file pursuant to section 16.5 (Access to

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Equipment). Upon notice to the Guild, the County may withhold from the employee information from, and the identity of, confidential informants and other witnesses which the County does not intend to rely; however such information shall be made available upon request of the Guild for review on the same basis as if a public record request would be satisfied at the conclusion of the investigation. If there is discipline issued, and the parties disagree as to the exculpatory nature of the evidence, it will be presented *in camera* through the grievance process to the Arbitrator.

2.8 Personnel File. Employee's personnel file(s) shall be open for review by the employee provided that employees shall not have the right to review psychological evaluations, polygraph results, supervisor's notes prepared for the purpose of preparing employee's evaluations, medical records, pre-appointment interview forms or applicant background investigation documents. Employees shall be provided a copy of any material not excluded above that is placed in their personnel file at the time of submission. Employees must acknowledge receipt by signing for their copy. Employees may submit a written response, rebuttal or explanation to be included with any submission. All material, once submitted, remains a part of the permanent personnel file. The personnel file shall be considered the official record of an employee's service. Employees shall be provided a copy of all material in their personnel file, upon request and except as noted above, shall have the right to attach statements in rebuttal or explanation.

2.9 Advance Notice of Public Disclosure Request. The County shall provide the employee at least seventy-two (72) hours (three business days) advance notice prior to releasing any personnel record information (including internal investigation files) to be provided through the Sheriff's Office in response to a Public Disclosure request, discovery request, or subpoena duces tecum unless specifically mandated by law.

2.10 Media Release of Employee Name. Prior to the release of an employee's name to the media, the Sheriff shall provide eight (8) hours' notice to the affected employee.

ARTICLE 3 - WORK SCHEDULE

3.1 Workweek. The workweek is defined as the seven-day period between 12:00 a.m. Sunday through 11:59 p.m. the following Saturday. Standardized shifts shall be established on a ten-hour basis. All time worked over the regular shift or over forty (40) hours in any one (1) workweek shall be paid for at the rate of time and one-half the regular rate of pay. The parties agree and recognize that unforeseen circumstances may create conditions that may render the ten-hour schedule not practical in terms of providing adequate protection for employees or the public. These circumstances may include, but are not limited to: lay-offs, emergencies, shortages of personnel, unusual occurrences, unanticipated changes in workloads, special events, changes in sick time use patterns, and similar events. In the event the Sheriff reasonably determines that it is not practical to safely or efficiently provide law enforcement services on the ten-hour work schedule, he may elect to revert to a 5-day/8-hour schedule as circumstances require. When the Sheriff identifies and articulates the benefit to enhance staffing, an alternate shift schedule may be implemented by mutual agreement upon thirty (30) days' notice to employees.

The parties will work collaboratively in LMC to modify any applicable sections of the CBA to capture the new schedule changes as a result of implementing squads.

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3.1.1 Work Breaks. Employees are employed in activities that may preclude the observance of routine lunch and/or break periods. It is agreed that statutory lunch and break requirements shall be satisfied by employee observance of lunch and breaks as their duty assignments permit during any fully compensated work period.

3.1.2 Delineation of days limiting unbid vacation days off and changes to bid vacation. Prior to the commencement of vacation bidding each year, the parties shall meet and negotiate with Command Staff the days where special staffing needs may require the limiting of unbid vacation days off or changes to bid vacation during those times. The parties recognize that in addition to those delineated days, situations may arise that would also require a limitation of time off. In the event of such an occurrence, the parties agree to meet and negotiate with Command Staff possible remedies prior to denying time off.

3.2 Shift Bidding. The following procedure shall apply: During the first 10 days of September of each year a shift schedule shall be posted and bid by seniority for the following calendar year. A shift bid period shall be defined as being of two (2) months duration. Employees can bid any shift indefinitely, but can be temporarily assigned to another shift for cause. Rules regarding the bidding process will be established by mutual agreement between the County and the Guild. Pursuant to section 5.4 (Vacation Selection), the first vacation bid shall be at the same time. Employees shall be allowed twenty-four (24) hours to make their bid, provided no one shall be skipped unless they have been personally notified it is their turn to bid. Employees who know, or reasonably should know, that they will be absent when it is their turn to bid shall make a reasonable effort to make themselves available.

3.2.1 Scheduling of Probationary Employees. This section shall not apply to entry level probationary employees. Probationers will be assigned shifts by the administration and may not bid for shifts which occur before completion of their probation period. Probationary employees will be given fourteen (14) days' notice of work schedule after completion of their FTO period. Probationary employees who are assigned to ride alone will not be assigned Friday – Saturday or Saturday - Sunday as their days off, except when necessary to maintain adequate staffing.

3.2.2 Shift Trades. Employees may request up to a total of two shift trade days in any calendar month. Requests shall not impede operational efficiencies and shall not be arbitrarily denied. Shift trades cannot cause an adverse impact with unreasonably extended work hours (more than 16 hours). Approval of the Operations Lieutenant may be obtained in special circumstances for the arrangement of more than two trades per calendar month. Shift Exchange Requests submitted in person at least ten (10) days in advance of the trade will be deemed approved unless denied within ten (10) days of the trade request. Trade requests must be approved by both affected shift supervisors and the Operations Lieutenant. A shift trade date must be listed at the time of request (no banking), and must be accomplished within twelve (12) months. Failure to show up for a shift trade will result in revocation of the privilege to exchange shifts for up to one year and the time is required to be made up as staffing dictates. Probationary employees are not allowed to exchange shifts except with prior approval of the Operations Lieutenant.

3.3 Call Back to Duty. Employees who are ordered back to duty or for court

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appearance shall be compensated as outlined in the following sections of this Article:

3.3.1 Between Shifts. Employees shall be guaranteed three (3) hours pay at the overtime rate of time and one-half. If work extends beyond three (3) hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half.

3.3.2 On Regular Days Off. Employees shall be guaranteed four (4) hours pay at the overtime rate of time and one-half. If work extends beyond four (4) hours, the employee will be paid the actual hours on duty at the overtime rate of time and one-half. Regular days off are defined as the time between the last on-duty hour following completion of an employee's shift schedule until the first on-duty hour starting the employee's next shift schedule.

3.3.3 During Vacation. Employees shall be guaranteed sixteen point six seven (16.67) hours of pay at their overtime rate. Employees shall also receive a return of their vacation day. Vacation is defined as the time between the end of the last on-duty hour of the shift scheduled prior to commencement of the vacation and the first on-duty hour starting the employee's next scheduled shift following the vacation.

3.3.3.1 Stipulations. In order to be paid for a call back to duty during vacation, at the rate outlined in section 3.3.3 (During Vacation), including call backs in response to a subpoena, the call back must have been authorized in advance by the Sheriff, the Undersheriff, or the Chief Deputy. The vacation must be at least five work days in length for an 8 hour daily schedule and four days in length for a 10 hour schedule, not counting the adjoining scheduled days off, and have been scheduled at least thirty (30) days in advance of the subpoena date. The employee must have made a good faith attempt to notify their Bureau Chief, Undersheriff or Sheriff within three (3) days from his or her knowledge of the service of the subpoena. If notice is not given, no call back premium shall be paid.

3.3.3.2 Out-of-Pocket Expenses. In the event an employee's vacation is canceled or modified because they are required to return to work and as a consequence the employee suffers a loss such as nonrefundable deposits or cancellation fees or travel costs, the employee shall be made whole for any such loss.

3.3.4 Court Case Cancellation Notice. If an employee's case still is scheduled at 5 p.m. the previous day, and canceled thereafter, the employee shall be paid the appropriate call-out rate.

3.3.5 Telephone Contact. Employees who are authorized to perform work when being reached by telephone during their off-duty time, shall be guaranteed a minimum of one-half hour at the overtime rate or actual time worked if over one-half hour. Employees who receive premium pay and are contacted in regards to their specialty are deemed to be compensated via the premium for reasonable initial consultation.

3.3.5.1 De minimis. For purposes of this section, the term, "perform work" shall mean any work-related telephone call that exceeds 7.5 minutes in duration.

3.3.5.2 Quiet Time. The parties recognize that quiet time is important and accordingly agree that all calls received during such hours, regardless of duration, are subject to section 3.3.5 (Telephone Contact). Each schedule shall have an associated quiet time. Recognizing there are various "standardized shifts," for purposes

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of illustration, the below chart demonstrates the principle where all time shall be considered "performing work" when the employee receives a phone call during the agreed quiet time or receives a call during a scheduled day off which is non-contiguous with their scheduled shift. The parties agree work hours other than described will follow the same principle.

Assigned Shift	Work Hours during the Shift	Quiet Time
Days	0600 – 1600	8 pm to 5 am
Swing	1400 – 2400	Midnight to 9 am
Graveyard	2000 – 0600	7 am to 3 pm

3.4 Overtime. Overtime will be distributed as equally as possible among available employees. All such overtime will be authorized and assigned through the Sheriff's Office and the employee will be paid his normal overtime rate. The Sheriff's Office will maintain a system of recording overtime worked by all members of the bargaining unit with a current posting on the bulletin board accessible to the employees.

3.4.1 Overtime Chart. The Sheriff's Office will select employees on the basis of seniority, provided that employees will be rotated so as to give each employee an equal opportunity for overtime work. It is understood between the parties that an employee may select normal duty overtime and/or extra outside employment overtime; however, the total of the combined overtime hours of both categories will be used in equalizing overtime distribution. Rules and/or methods of creating the overtime chart, updating hours worked, method of rotation, etc. shall be by mutual agreement of the parties (including those methods described in section 3.4.1.1 (Method of Selection) below. Overtime hours scheduled more than 14 calendar days in advance shall not be counted until actually worked.

3.4.1.1 Method of Selection. When an opportunity for overtime occurs, the supervisor tasked with assigning the overtime, will send out an email on the County email program to all members indicated on the chart listed in section 3.4.1 (Overtime Chart), listing the details for the overtime and a cutoff time for receiving responses. After the cutoff, the assigning supervisor shall use the method described in section 3.4.1 (Overtime Chart) to select the employee from the interested emails. As much notice as is reasonably possible will be given taking into consideration illness, minimum staffing and last minute requests. The assigning supervisor shall endeavor to contact employees on the chart by phone or in person, prior to arbitrarily assigning an employee the overtime.

3.4.1.1.1 Selection Exclusions. Nothing in this Agreement limits any right of the Sheriff or designee to assign overtime directly to, or call out employees related to a specialty assignment, major crime or emergencies.

3.4.2 Extended Periods of Overtime. Employees required to work overtime (includes special duty) for an extended period shall be entitled to a minimum of eight (8) hours' time off before returning to duty.

3.4.3 Mandatory Meetings. Mandatory meetings called by the Sheriff for all employees shall be considered on-duty time. Overtime shall be paid to those entitled

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to it.

3.5 Compensatory Time. Employees earning overtime may elect to accrue such time to a compensatory time bank in lieu of overtime pay. The compensatory time bank shall be capped at eighty (80) regular-time hours. The Sheriff shall pre-approve the days on which compensatory time will be taken, upon consideration of staffing needs. Compensatory time requests shall be submitted seven (7) calendar days before the date requested for use. Any denial shall be returned to the employee with an explanation for the denial within five (5) calendar days of receipt. Compensatory time not scheduled is subject to being cashed out upon request of the employee. The employee may make such a request once each year. The Employer may cash out all unscheduled compensatory time, as accrued on November 30 of each year, and such payment shall be made by December 31. Employees shall be paid their accrued compensatory time upon termination or resignation and shall use or cash out all accrued compensatory time before taking retirement.

3.6 Training Days. Every effort will be made to schedule training at least thirty (30) or more days in advance. Scheduled training, which is posted thirty (30) or more days before it occurs shall be considered the employee's assigned shift for that day. Provided, that if such scheduled training requires adjusting an employee's hours of work and/or days off for attendance, then such employee will be notified, via email, thirty (30) or more days in advance of such change. If no such notice occurs, then all hours spent by an employee in the assigned training will be paid at the overtime rate of time and one-half. If such scheduled training is cancelled within thirty (30) days of occurring and no other training is substituted, the employee has the option, with the approval of affected supervisors, of either working the scheduled training hours for that day or moving back to his or her regular shift.

ARTICLE 4 - PAID HOLIDAYS

4.1 Recognized Holidays. The following shall be recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	The day before Christmas
Juneteenth	Christmas Day
Independence Day	Personal Holiday
Labor Day	

4.1.1 Scheduling the Personal Holiday. Each employee shall receive one (1) Personal Holiday each calendar year which may be taken by the employee after the employee has notified his or her supervisor two (2) weeks in advance of the requested day off. The Sheriff's Office shall provide a response to the request no later than five (5) business days from the date of request. The Personal Holiday must be taken during the year and cannot be cashed out upon separation. No employee shall be eligible to receive the Personal Holiday until after completion of three (3) months of employment. A Personal Holiday request may only be denied when it conflicts with Sheriff's Office minimum staffing requirements. Personal Holiday requests will not be unreasonably denied.

4.2 Eligibility Criteria. Employees shall be entitled to accrue such paid

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holidays as set out in section 4.3 (Holiday Accrual) in a month for which the employee receives compensation. Compensation is defined as payment of wages for work performed, vacation or accrued sick leave, other paid leave, or income for industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation, other paid leave and/or industrial injury income must equal or exceed payment for eighty (80) hours in a calendar month.

4.2.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

4.2.2 Employees Working <1.0 FTE. Employees working less than an assigned eight hour schedule shall receive holiday pay based on their average work assignment.

4.3 Holiday Accrual. All employees accrue in lieu of holidays, 8 hours per eligible month up to 96 hours (12 days @ 8 hours). These days shall be bid per section 5.4.1.1 (Holiday Accrual Bidding).

4.4 Pay on Designated Holidays Employees whose shift begins on Thanksgiving, the day after Thanksgiving, Independence Day, Veteran's Day, the day before Christmas or Christmas day (the actual holiday, not the County-observed holiday) will be paid at the overtime rate of time and one-half for that shift.

ARTICLE 5 - VACATION SCHEDULE

5.1 Vacation Accrual.

5.1.1 Vacation Accrual Rate. Eligible employees shall accrue vacation on a calendar month basis. Effective January 1, 2023, prior service as a regular commissioned officer shall be considered to determine accrual rates for all new lateral hires. Existing lateral employees' accrual rates will be prospectively adjusted (no retro-active accrual) beginning with January 2023 accruals. . The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the employee immediately prior to the commencement of the calendar month in accordance with the following chart:

During the following years of service	Hours of vacation accrued per month	Hours of Holiday accrued per month	Total Monthly Accrual
0 – 1	6.67	8.00	14.67
2	7.34	8.00	15.34
3	8.00	8.00	16
4	10.00	8.00	18
5,6,7	11.34	8.00	19.34
8,9	12.00	8.00	20
10	13.34	8.00	21.34
11	14.00	8.00	22
12	14.67	8.00	22.67
13	15.34	8.00	23.34
14	16.00	8.00	24
15	16.67	8.00	24.67

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Vacation and holiday hours accrued in one year can be scheduled in accordance with section 5.4. (Vacation Schedule) the following year.

5.1.2 Accrual for Employees Hired Prior to 6/15/94. The monthly vacation accrual for employees hired prior to June 15, 1994, will be based on the years of service they would have been given credit for on January 1, 1994, had the annual vacation accrual schedule remained in effect. January 1 will be the anniversary date for future vacation accrual for employees hired prior to January 1, 1994. For employees hired on or after June 15, 1994, the employee's anniversary date will be used for vacation accrual purposes.

5.1.3 LEOFF I Retirement: LEOFF I employees shall cease the accrual of their vacation benefits provided for under this Agreement upon entry into the LEOFF Retirement System.

5.2 Eligibility Criteria. To be eligible to accrue vacation as provided herein, employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, other paid leave, or income for industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation, paid leave and/or industrial injury income must equal or exceed payment for eighty (80) hours in a calendar month.

5.2.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

5.3 Termination Cashout. When an employee leaves employment with the County for any reason, such employee will be paid for any unused vacation accrued to the date of termination at the appropriate schedule (see section 5.1.1 – Vacation Accrual Rate) for the years of service completed. Employees who terminate within four (4) calendar months of their employment date shall not receive pro-rated vacation pay.

5.4 Vacation Selection. During the month of September of each year, in conjunction with shift bidding (section 3.2), a vacation chart shall be posted by the Sheriff's Office for the following year. The vacation chart must be completed by December 31st.

5.4.1 Vacation Bidding. Employees shall bid for vacation periods and days in lieu of holidays as follows: each individual, in seniority order, may select their first two weeks of vacation time in a minimum of one week and a maximum of two-week blocks which need not be scheduled consecutively. Following the first vacation selection a similar bid selection shall be held for individuals entitled to more than two weeks and a third and fourth bid, if necessary, for those entitled to more than four weeks shall be held. It is understood that the second and third bids shall not displace selections made during prior bidding periods. Resident, and Task Force assignments will not be included in the employee bidding list.

5.4.1.1 Holiday Accrual Bidding. Holiday accrual hours (per section 4.3 – Holiday Accrual) shall be accrued, bid, and cashed out as vacation. Once accrued, these hours can be used as bid, with the exception of new hires who would need

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to comply with section 5.4.6 (New Hires) and obtain supervisory approval. Holiday hours accrued in one year must be scheduled in accordance with sections 5.1.1 (Vacation Accrual) and 5.4 (Vacation Selection). The Personal Holiday may be taken as outlined in section 4.1.1 (Scheduling the Personal Holiday).

5.4.2 Vacation Availability. In no instance can the employee's bid cause staffing to fall below minimum staffing levels.

5.4.3 Expanded Availability. The Guild and the Sheriff may, at any time, increase the limit of section 5.4.2 (Vacation Availability) through mutual agreement.

5.4.4 Unbid Vacation. The parties recognize there are days where special staffing needs will require that floating days off (i.e. unbid vacation) and days available for changes to a bid vacation may be limited or excluded. The parties will include the delineation of those possible dates in section 3.1.2 (Delineation of Days).

5.4.5 Annual Review. The Administration agrees to review operational requirements at least annually with a Guild-designated representative before commencement of vacation bidding to see if the number of persons allowed off on vacation at any one time as described in this section can be increased.

5.4.6 New Hires. New hires during their first calendar year of employment can utilize all hours that have been accrued in lieu of holiday time (as defined in section 4.3 – Holiday Accrual), subject to supervisory approval.

5.5 Vacation Earnings. Total vacation earnings to be scheduled include accrued vacation under Article 5, accrued hours in lieu of holidays pursuant to Article 4, and vacation bonus pursuant to Article 7.

5.6 Vacation Carryover. Employees shall be allowed to carry over up to two hundred and seventy (270) hours of vacation, which includes any hours defined in section 5.5 (Vacation Earnings) above, through the last day of the final shift of the year, but not later than January 7 of the following year. Up to forty (40) hours of unused vacation in excess of 270 hours that cannot be used by January 7 due to operational needs shall be cashed out upon request. Such request must be submitted no later than November 30 of that year. Vacation in excess of 270 hours on January 8 will be forfeited. Hours received per section 7.6 (Bonus Days) are not included in calculating the maximum number of hours allowed to be carried over. Employees are responsible for ensuring they do not exceed the maximum allowable vacation carryover and should consider this in their decision of how much vacation to bid or hold.

5.7 Employees Working Part-Time. Employees working less than an eight-hour schedule shall accrue vacation benefits based on their average work assignment.

ARTICLE 6 - HEALTH & WELFARE

6.1 Eligibility Criteria. The County agrees to make contributions into the Plans, as outlined in the following Sections of this Article, on behalf of employees covered by this Agreement who are regularly scheduled to work and are compensated at least eighty (80) hours per month, with contributions to begin on the first of the month following eighty (80) compensated hours of employment in one (1) calendar month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, other paid leave, or income resulting from industrial injury not to exceed twelve (12) months from the date of the injury; provided that said work,

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vacation, paid leave, and/or industrial injury income must equal or exceed payment for eighty (80) hours in a calendar month.

6.1.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

6.2 Health & Welfare. The County agrees to make monthly contributions for employees, their spouses and dependents towards the following plans.

Medical – LEOFF Health Welfare Trust, Plan FX

Dental – Washington Counties Insurance Fund (WCIF) Standard Plan – Option 3

Vision – LEOFF Health Welfare Trust, Plan FX

6.2.1 Life Insurance. The County shall provide life insurance benefits for employees equivalent to one year's base salary to a maximum of $50,000, through a carrier to be selected by the County.

6.2.2 Disability Plan. The County will pay a maximum of fifty dollars ($50) per month, on behalf of each LEOFF II employee enrolled in the "Enhanced Plan" provided through Trusteed Plans Service Corporation for coverage or through a carrier selected by the Guild upon no less than sixty (60) calendar days written notice to the County.

6.3 Change or Modification. The County and the Guild agree that carriers may be changed, or benefits modified upon mutual agreement and as provided herein.

6.4 LEOFF I.

6.4.1 Retirement. LEOFF I employees shall cease the accrual of their group insurance benefits provided for under this Agreement upon entry into the LEOFF retirement system.

6.5 Medical and Vision Premiums.

6.5.1 County Contribution. For all eligible regular full-time employees, the County shall contribute one-hundred percent (100%) of the premium cost for employee only medical and vision coverage under the LEOFF Trust, Plan FX and eighty-five (85%) for dependent coverage. Employee shall contribute fifteen percent (15%) of the premium cost, on a pre-tax basis, for dependent coverage via payroll deductions.

6.6 Dental and Life Insurance Premiums. The County agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, and life benefits listed in section 6.2 (Health & Welfare).

6.7 Flex 125. All bargaining unit employees are eligible to enroll in the County's Flexible Spending Account Plan ("Flex 125 Plan").

6.8 Retirement Health Savings Plan. The County agrees to make available

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to Guild members the County's Retirement Health Savings Plan in accordance with and as allowed by IRS regulations. See section 7.1.2 (Excess Sick Leave Contributions).

ARTICLE 7 - SICK LEAVE ALLOWANCE

7.1 Sick Leave Usage. Sick leave shall include time off for the bona fide illness, accident or injury, dentist and doctor appointments of the employee or for any other purpose allowed by law. Use of sick leave for other than the purposes outlined in this Article may result in disciplinary action.

7.1.1 Excess Sick Leave Contributions. Employees with at least 1440 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) receive a contribution into a Retirement Health Savings (RHS) contribution based upon additional hours accrued during that year: Hours accrued (to a maximum of 48) minus hours used, multiplied by 25%, multiplied by hourly rate of pay at year-end, equals RHS contribution. Hours used in this calculation are no longer available to the employee.

7.2 Paternity Leave. Pursuant to applicable laws, sick leave is available for use by an employee at the time of delivery or adoption of a child and during the childbirth disability period of their legal spouse.

7.3 Notification. It is the employee's responsibility to notify Dispatch of their inability to work because of illness or injury prior to the beginning of the work day or as early as practicable.

7.4 Sick Leave Accrual. Sick leave shall accrue to each employee covered by this Agreement who are compensated at least eighty (80) hours per calendar month, in the amount of one (1) day (8 hours) for each month of employment to a maximum of one thousand, four hundred and forty (1,440) hours PROVIDED FURTHER that no more than nine-hundred and sixty (960) hours shall be used as a base for calculating a LEOFF II employee's sick leave cash out. In general, eight (8) hours of sick leave is accrued each month even if an employee has accrued the maximum sick leave permitted under a Guild contract. The employee's total accrual reverts back to no more than one thousand, four hundred and forty (1,440) hours at the end of the year. In no instance shall sick leave accrue at a rate less than one (1) hour for every forty (40) hours worked. For new hires, sick leave accruals may be used after completing three (3) months of employment.

7.4.1 Employees Working <1.0 FTE. Employees working less than an assigned eight-hour schedule shall accrue sick leave benefits based on their average work assignment.

7.4.2 LEOFF I Accruals. LEOFF I employees may accrue sick leave up to a maximum of nine hundred and sixty (960) hours

7.5 Eligibility Criteria. To be eligible to accrue sick leave as provided herein, employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, other paid leave or income resulting from an industrial injury to a maximum of twelve (12) months from the date of injury; provided that said work, vacation, paid leave and or industrial injury income must equal or exceed payment for eighty (80) hours in a

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calendar month.

7.5.1 Eligibility for Employees on Payroll on 6/15/94. Employees on the payroll on June 15, 1994, will remain subject to the eligibility requirement of 50 compensated hours.

7.6 Bonus Days. An employee having accrued six-hundred (600) hours of sick leave on December 31 of any year shall receive an additional forty (40) hours of vacation to be used in the following calendar year.

7.7 Termination Cashout. An employee with three (3) or more years of employment with the County shall be entitled to cash upon termination in the amount of twenty-five percent (25%) of their sick leave bank up to a maximum of thirty (30) days (240 hours) at time of termination; PROVIDED, however, such employee has given at least thirty (30) days' notice prior to termination; PROVIDED FURTHER, that this section shall not apply to any employee terminated for cause.

Any employee hired before November 18, 1985 shall be entitled to cash upon termination in the amount of fifty (50%) percent of their sick leave bank up to a maximum of sixty (60) days (480 hours) at the time of termination; PROVIDED, however, such employee has given at least thirty (30) days' notice prior to termination; and PROVIDED FURTHER, that this section shall not apply to any employee terminated for cause.

7.8 Verification. Upon request of the County, the employee will provide proof of illness. Such request shall be made only where the employer has good cause to request such medical verification. Any medical information obtained shall be maintained in compliance with the medical confidentiality requirements of state or federal law. Verification for domestic violence leave will be pursuant to law.

7.9 Accruals During Leaves or Layoff. Sick leave shall continue to accrue during periods of approved leave of absence with pay. If an employee is on layoff, sick leave shall not accrue during such layoff; however, upon return to work, the sick leave accrual remaining after cashout at the time of layoff shall be made available to the employee and additional days shall accrue from the first month the employee returns to work.

7.10 Accrual Deduction. An employee's sick leave accumulation shall be reduced by the number of hours absent from work for the reasons set forth in section 7.1 (Sick Leave Usage).

7.10.1 LEOFF Impacts. This clause shall apply where sick leave compensation has been granted pursuant to the LEOFF System as well as for sick leave accrued pursuant to this Agreement. Nothing in this Agreement shall be construed as abridging any right employees may have under the LEOFF System. LEOFF I employees shall cease the accrual of their sick leave benefits provided under this Agreement upon entry into the LEOFF Retirement System.

7.11 Workers' Compensation. Use of sick leave and Worker's Compensation time loss payments shall be as provided in RCW 41.04 and when combined shall not exceed 100% of the employee's wages.

7.12 Leave Sharing Program. Employees may voluntarily donate up to twenty-four (24) hours of sick leave accruals and up to twenty-four (24) hours of vacation leave

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accruals each year to employees eligible to receive leave donations under the County's Leave Sharing Program.

ARTICLE 8 – WA STATE LEAVES

8.1 WA Family Care Act. The County agrees to provide unpaid leave to any eligible employee covered by this Agreement, consistent with the Washington State Family Leave Act, RCW Chapter 49.78, the Federal Family and Medical Leave Act, and any other applicable state or federal law. Employees are not required to use accrued vacation time or compensatory time off before commencing unpaid family leave. An employee who has previously used twelve (12) weeks of unpaid FMLA will, for the following four (4) years, use all but forty (40) accrued hours of allowable compensatory, vacation, and personal holiday time before beginning unpaid leave during any subsequent twelve-month FMLA period. Employees seeking family care leave must comply with physician certifications as required by law.

8.2 WA Paid Family and Medical Premium. The total WA Paid Family and Medical Premium will be shared equally (50/50) by the County and the Guild.

ARTICLE 9 - UNEMPLOYMENT COMPENSATION

The County agrees to provide unemployment compensation for any employee covered by this Agreement who may be laid off for any reason, consistent with the laws of the State of Washington and the rules and regulations of the Employment Security Department.

ARTICLE 10 - JURY DUTY

When a regular employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the employee shall advise the Sheriff or designee upon receipt of such call and if taken from work for such service, shall be reimbursed as provided herein for any loss in wages while performing such service; PROVIDED that there shall be deducted from the wages of such employee an amount equal to the amount such employee received for jury duty.

ARTICLE 11 - LEAVES

11.1 Bereavement Leave. If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (not to exceed 40 hours) off without loss in pay for bereavement in the death of spouse, registered domestic partner, children, and parents, including step-parents and step-children of the employee and spouse or registered domestic partner. Employees must register their domestic partner with the State of Washington before being able to utilize bereavement leave. Three (3) days off for other immediate family members - defined to be brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse or registered domestic partner. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother- or sister-in-law, the affected employee may have up to ten (10) hours of paid time off to attend the funeral or memorial if not covered as "other immediate family." Employees desiring additional days off without pay or using accrued leave shall make a request through the Sheriff or designee for approval. Days off without pay exceeding five (5) days in a calendar year require the approval of the Executive. For the purposes of bereavement leave only, a "day" is defined as the number

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of hours an employee is assigned to work for the requested days off (not to exceed 40 hours).

11.2 Military Leave. Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and County policy. An employee taking military leave must give notice to his or her supervisor and Human Resources as far in advance as possible, pursuant to the law.

ARTICLE 12 - GUILD DUES AND ASSESSMENTS

12.1 Authorization for Deduction. For individuals who certify to the Guild in writing that they authorize such deductions, Guild initiation fees and monthly dues shall be deducted from the employee's payroll and remitted to the Guild beginning the pay period following receipt of the authorization from the Guild. Accompanying said monies shall be a list of employees and amounts to be credited to their account.

12.2 Hold Harmless. The Guild and each employee authorizing the assignment of wages for the payment of Guild dues hereby undertake to indemnify and hold the County harmless from all claims, demands, suits, or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

12.3 Revocation. An employee may revoke his or her authorization for payroll deduction of payments to the Guild who shall notify the Employer. The payroll deduction will end the pay period following receipt of the employee's written notice. The County will notify the Guild of such written requests.

ARTICLE 13 - WORK ASSIGNMENTS AND NON-WAGE REIMBURSEMENTS AND PAYMENTS

13.1 Fair Labor Standards Act (FLSA). The FLSA requires that premium pays be included in the "regular rate of pay," and used in calculating the overtime rate. Therefore all monthly premiums covered in this Article are part of the regular rate of pay, and added to the monthly salary before determining the hourly rate for overtime purposes. The Dive premium is added to the regular rate of pay for the week in which the dive occurred. All overtime worked in that week is paid at this higher rate.

13.2 Premiums Employees assigned to Search and Rescue, SWAT, CNT, CIT, Range Officer, Traffic Unit, Detectives, CSI, Residents, Road Use, Field Training Officer, Marine Patrol Program Coordinator, Polygraph Operator, Civil Deputy, Behavioral Health Deputy, Neighborhood Deputy, and Forest Patrol Deputy shall receive a premium of 3% of top-step deputy wage per month. Employees assigned to be a Dog Handler shall receive a 3.5% of top-step deputy wage per month.

13.2.1 Two Premium Maximum. Employees assigned to two or more of the specialties listed in 13.2 shall be entitled to a maximum of two full premiums.

13.2.2 Compensation for Flexibility and Readiness. Premiums constitute full compensation for all off-duty time spent by an employee that relates to the

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special assignment. There is an expectation that employees assigned to Specialty assignments are subject to off-duty availability from time to time, however, employees are generally not considered on-call or stand-by unless ordered.

13.2.3 Duration of Assignment. Assignments for the positions of SWAT, CNT, Range Officer, CSI, Field Training Officer, and Polygraph Operator shall be for a four (4) year tour of duty. Provided, however, employees may requalify for selection through a single or a series of two (2) year appointments. Employee must maintain satisfactory performance measures throughout their assignment to requalify. It's understood that employees currently assigned to these positions on January 1, 2020 will begin their first four (4) year tour of duty at that time.

13.3 Dives. Employees shall be paid fifty dollars ($50) for each authorized dive other than training dives. The County shall replace the air necessary for such dives.

13.4 Traffic Unit. Assignment to the Traffic Unit shall be for a four (4) year tour of duty. Provided, however, employees who have served on the Traffic Unit may re-qualify for selection through a single or series of two (2) year appointments.

13.5 Detectives. Assignment as a Detective (including Drug Task Force) shall be for a four (4) year tour of duty. Provided, however, employees who have served as detective may re-qualify for selection through a single or series of two (2) year appointments provided up to four (4) detectives may re-qualify beyond the eight (8) consecutive years. To be eligible for the position of Detective, an employee must have service as an employee for a period of five (5) years and will be selected from among a list of employees who have previously expressed in writing to the Sheriff their desire to become a Detective, provided; however, the Sheriff may assign an employee with three (3) years of service upon finding that the employee is otherwise qualified for the assignment. Rules applicable to the selection of Detectives shall be established by mutual agreement between the Sheriff and the Guild.

13.6 Field Training Officer. Employees appointed as Field Training Officers must have at least three (3) years of Washington State Peace Officer experience and have completed probation prior to application and prior to assignment, successfully complete the state Field Training Officer program.

13.7 Resident Assignment. The Sheriff shall determine the geographic location for resident deputies, but shall bargain with the Guild regarding such assignment over wages, hours, and working conditions not already provided for in this Agreement.

13.7.1 Assignment. Assignment shall be for a two (2) year tour of duty provided that the term may be for a lesser period at the discretion of the Sheriff. When a vacancy occurs, the employee whose tour of duty is ending may request assignment for another tour before the position is opened to bid. If the Sheriff declines to reappoint, or if the employee makes no such request, the position will be opened for bid, with the senior employee bidding being given first consideration. In the event no bids are received, the Sheriff will assign the most junior employee who has completed his/her probation period on or before the effective date of the opening. Provided no employee shall be required to serve a second tour prior to employees who have not served. Employees who have served four consecutive years may request to remain in this assignment through a single

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or series of one-year renewals, at the discretion of the Sheriff.

13.7.2 Housing. The County will furnish adequate housing at a mutually agreed upon location with the Guild and shall pay the costs of utilities which shall include electricity, water, garbage and basic telephone service. It is understood between the parties that housing, when furnished, is not considered a part of wages. Employees must reside in County, contractor-provided, or other housing, that is acceptable to the Sheriff.

13.7.2.1 Housing Agreement. Employees living in County-owned or contractor-provided housing will sign and abide by a housing agreement mutually agreed to between the County and the Guild.

13.7.2.2 Basic Telephone Service. The County will provide residents with a telephone for basic service (local calls). The cost of the basic telephone service will be borne by the County. At the option of the employee, they may elect to use the County phone for local personal use. Employees agree to provide for their own personal long distance phone usage. The County has the option to provide either a "hard-wired phone" or a cellular phone for basic telephone service, whichever is preferred by the Sheriff.

13.7.3 Work Schedule. The work week and days off shall be established so as to provide maximum service to the area. The work week shall consist of forty (40) hours. On duty time need not be in a continuous block of time.

13.7.4 Court Appearance. It is understood between the parties that Residents are required, by the very nature of their assignments, to be available for duty at various hours and, therefore, because of the inconvenience placed upon such employee, it is agreed that on any day in which they are required to appear in court, such time shall be considered as on-duty time and they shall be compensated as outlined in section 3.3 (Call Back to Duty) above.

13.7.5 Other Overtime. If a resident employee is called out for a special assignment such as search and rescue, or riot duty, or works in excess of forty (40) hours in a work week, the overtime and compensatory time provisions of Article 3, when pertinent, shall apply provided that the compensatory time bank maximum for residents shall be two hundred and forty (240) hours.

13.7.6 Vacation Bidding. Residents are not included on the seniority list for uniform employees for the purpose of Section 5.4.1 (Vacation Bidding) bidding for vacations.

13.7.7 Moving Expenses. The cost of moving of approved household goods only, for residents (both to and from County-provided residences) will be borne by the County per the Guidelines provided by the Washington State Department of General Administration, Office of State Procurement.

13.8 Marine Patrol Program Coordinator. The Coordinator will complete program-related reports and documents, maintain boats and related equipment, develop operations plans and coordinate marine patrols, training, and assignments.

13.9 Crime Prevention Coordinator. Because of the nature of this job, which

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includes evening and weekend meetings, hours will be adjusted by the assigned employee within a work week so that there will not be more than 40 hours in any one work week, without prior approval of overtime. Should the Department require attendance at a meeting outside normal work hours and there is less than three (3) days' notice, overtime will be paid for such hours. Overtime will not be paid for hours over eight (8) hours worked in a day if it is a result of the assigned employee flexing time. Flexing time will be defined as the employee scheduling to work more than eight (8) hours in one day which is off-set by working less than eight (8) hours another day, in order to accommodate meetings or other activities within the forty (40) hour week.

13.10 Clothing & Equipment Allowance. New employees shall be allowed one thousand, four hundred dollars ($1,400) as an initial clothing & equipment allowance. In addition, the Sheriff's Office will issue a duty belt and the following to new employees: two handcuff cases, a magazine pouch, two sets of handcuffs, one aerosol restraint case, four gun belt keepers, a duty weapon, and a holster. These issued items are the property of the Sheriff's Office and are to be returned upon the employee's separation, unless an employee elects to purchase any item provided above at the original purchase price.

13.10.1 Annual Allowance. After the first year of employment and annually thereafter, a clothing & equipment allowance in the amount of twelve hundred dollars ($1,200) shall be paid to all employees.

13.10.2 Use of Clothing & Equipment Allowance. The clothing & equipment allowance shall be used to purchase uniforms and clothing required by the Sheriff's Office including all equipment for the safety and performance of the employees, including equipment for hazardous duty, except as provided elsewhere in section 13.10 (Clothing & Equipment Allowance). Equipment purchased by deputies with this allowance shall be the deputy's property.

13.10.3 Special Clothing and Equipment. Upon authorization by the Sheriff of specialized clothing or equipment required by an employee in the performance of their assigned duties, such clothing or equipment shall be provided to employees by the County upon the processing of such payment authorization form provided by Finance and individually approved by the Sheriff. Such clothing or equipment shall remain the property of the County.

13.10.4 Payment of Clothing & Equipment Allowance. Clothing & equipment allowance when due, shall be included with regular monthly pay and per IRS regulations shall be subject to tax. Clothing & equipment allowance shall be paid the first pay period in February each calendar year.

13.10.5 Mandated Changes. Mandated changes in uniform and equipment by the Sheriff will coincide with the annual clothing & equipment allowance. If a mandated change is over the annual allowance, this section of the Agreement will be reopened for negotiations.

13.10.6 Clothing & Equipment Allowance "Ordinary Income." It is agreed between the parties that all clothing & equipment allowance payments shall be considered "ordinary income" for income tax purposes, the plan will be considered a non-accountable plan, and Deputies will not be required to turn in receipts to the County.

13.10.7 Quartermaster or Warrant System Option. It is further agreed

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that the Sheriff's Office reserves the right to establish a quartermaster or warrant system whereby uniforms, clothing and equipment covered by the allowance are procured and/or paid for by the County, provided the County will give the Guild sixty (60) days' notice of its intent to do so and, on request, will meet and discuss the decision.

13.10.8 Firearms. The County shall supply each employee with a firearm selected by the Sheriff's Office. Employees who have not been issued a department firearm will receive a department-issued firearm upon request, by seniority, provided that the department will not be required to fulfill more than ten (10) requests per year. The Sheriff's Office shall replace department-issued firearms when the Office determines it is necessary.

13.10.9 Practice Ammunition. Employees may request practice ammunition up to 100 rounds per quarter. Employees shall certify on a form provided by the Sheriff that the ammunition was used for practice and/or training before requesting additional rounds of ammunition under this Section.

13.11 Repair and Replacement. The cost of repair or replacement of clothing, including bullet proof vests, or personal equipment used in furtherance of job related duties and damaged or destroyed in the line of duty will be borne by the County including up to $100 for watches, but does not include jewelry or similar items. The Sheriff's Office will determine whether an item shall be repaired or replaced. The Employer will repair or replace other authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items other than watches must be authorized by the Employer to be eligible for repair or replacement. For the purposes of this section: (1) an employee must notify the Employer in writing that he/she intends to carry the item while on duty and state the replacement value of said item and (2) the Employer must have given written authorization to repair or replace such item.

13.11.1 Amount of Replacement. The amount paid for replacement of a damaged item will be based on the general condition of the article. Whether damage was done in line of duty will be determined by the Sheriff's Office, subject to the grievance procedure outlined herein.

13.12 Vehicle Assignment. It is understood between the parties that assignment of a County vehicle to an employee is not part of the employee's wages.

13.13 Civil. Applicants must have two (2) years' experience with the Whatcom County Sheriff's Office. Assignments shall be for a two-year rotational tour of duty. Employees who have served in a Civil assignment may re-qualify for selection through a single or series of one-year appointments up to a maximum of four (4) years. Because of the nature of this job, which on occasion includes evening and weekend assignments, hours will be adjusted by the assigned employee within a work week so that there will not be more than 40 hours in any one work week, without prior approval of overtime. Should the Department require related assignments outside normal work hours and there is less than three (3) days' notice, overtime will be paid for such hours. Flexing time will be defined as the employee scheduling or being assigned to work more than eight (8) hours in one day which is offset by working less than eight (8) hours another day, in order to accommodate other related civil assignments. Flextime is also defined as adjusting the standardized eight (8) hour shift to allow working an eight-hour block other than 0830 to 1630 hours. The schedule may be flexed by mutual agreement between the assigned employee and the Department with less than three days' notice. Assigned flextime shall

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be limited and reasonable to facilitate standard operations of the position. Responsibilities shall include, but not be limited to: service of civil process, warrants, fugitive tracking, domestic violence papers and restraining orders. The Civil premium does not apply to civil documents, harassment orders or warrants assigned to Patrol nor to probationary employees assigned to the Civil Division for training purposes.

13.14 Courthouse Assignments. The Courthouse Deputy shall be allowed to bid and use vacation in accordance with the Letter of Agreement attached as Addendum E. Assignment as a Courthouse Deputy shall be for a two (2) month time period with the option for multiple assignments. Starting time may vary, but will be eight (8) hours per day, Monday through Friday. On days when the Courthouse is closed, and employees are not assigned to duty, they may request duty if available and if not, shall use accruals.

13.15 Work Schedules. The County retains the right to make changes in scheduled working hours of specialty assignments as follows:

- For a purpose stated in this Agreement, if applicable;
- For a business necessity purpose, after notice to the Guild;
- By voluntary agreement with the employee and the Guild; and
- For temporary duration due to an emergency.

ARTICLE 14 - PHYSICAL EXAMS

14.1 Physical Examination. Any person to be newly employed or to be re-employed as a full commissioned employee shall be required to take and pass a physical examination in accordance with the requirements of the Civil Service Commission.

14.2 Frequency of Exams. Employees may have one (1) physical exam paid by the County each year that their health plan does not provide them with a physical.

14.2.1 Exams Ordered by the Sheriff's Office. Additional physical and/or mental examinations may be ordered and will be paid for by the Sheriff's Office, where reasonable concern exists about the employee's ability to perform the essential functions of the job. The first physical shall be administered by the doctor of the employee's choice. Any second or subsequent exam ordered by the Sheriff's Office will be administered by a physician or psychiatrist selected by the Sheriff. No employee shall lose pay because a required physical and/or mental examination is scheduled during all or part of their normal work day. The County will comply with any confidentiality requirements of the Americans with Disabilities Act.

ARTICLE 15 - LABOR MANAGEMENT AND OPERATIONS

15.1 Labor Management Committee. The purpose of the Labor Management Committee is to increase communication between the parties through discussions of issues of concern to either party and to collaboratively reach solutions in an informal environment. The parties recognize that agreements reached at a LMC meeting may be subject to ratification by membership or the County. Any agreements reached at a LMC meeting must be reduced to writing and signed by each party to have an effect.

15.1.1 The parties agree that there shall be a Labor Management Committee (LMC) to be convened on a regular basis. A meeting of the LMC shall be convened at the request of either the Guild President and/or his/her designee and the Sheriff and/or his/her designee. Alternatively, the parties may set a regular schedule for

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the LMC meetings in January of each year. Prior to each meeting, either party shall submit any matter of concern for the agenda for the LMC meeting.

15.1.2 The Guild shall designate the bargaining unit members participating in the LMC and the Sheriff shall designate management members. The membership need not be equal. Up to three (3) bargaining unit members shall be granted release time without loss of pay or benefits, or if outside of normal working hours, they may flex their schedule to attend.

15.1.3 A LMC meeting may be cancelled for lack of any agenda items or by the agreement of both parties. Nothing in this article shall prevent the parties from reaching solutions to any issue submitted to a collaborative meeting prior to the date of the meeting.

15.2 Rules of Operation. The Sheriff's Office may adopt reasonable written rules of operating the Sheriff's Office and the conduct of employees provided, however, before such rules are posted, a copy shall be furnished to the Guild. The Guild shall be allowed not less than twenty-one (21) days in which to make known any objection they may have concerning such rules, except in the case of emergency, provided those rules are not subject to collective bargaining.

ARTICLE 16 - GUILD ACTIVITY

16.1 Guild Activity.

16.1.1 Negotiations. It is agreed that up to three (3) bargaining unit employees shall be allowed to participate in negotiations at any one time without loss in pay. Bargaining team members assigned to night shift will be released from the night shift immediately preceding or after the daytime meeting. Release time shall be four hours prior to the first negotiating meeting for a new contract and two hours prior to each scheduled negotiating meeting through the conclusion of negotiations. By mutual agreement, such times may be extended by the Sheriff or designee. Such employees shall not receive overtime pay while serving on the negotiating committee. The Guild will keep Human Resources advised of current members of the negotiating committee. The parties agree that at all times employees on duty are subject to a call to duty to meet staffing requirements.

16.1.2 Representation. Those members of the bargaining unit selected to serve as authorized representatives of the Guild shall be certified in writing to the County. The County shall afford designated bargaining unit members a reasonable amount of time while on duty to consult with or represent aggrieved employees and to engage in official Guild business related to collective bargaining purposes, provided that the Guild officers or the aggrieved employee contacts the appropriate command level officer (or immediate supervisor, if not on duty) if meeting requires leaving assigned post. On-duty consultations with aggrieved employees or other protected Guild business shall be allowed up to thirty (30) minutes in any one day. Additional time will require the approval of the Sheriff or his designee. Such request shall be approved, provided the meeting can be conducted without unreasonably interfering with Sheriff's Office operations.

16.2 Access Privilege for Guild's Attorney. The Guild's attorneys shall be allowed on the premises of the County to attend Civil Service meetings, grievance

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meetings, and collective bargaining sessions but shall only conduct business in conference rooms, interview rooms, or other places in the Sheriff's Office approved by command staff on a case-by-case basis and shall not interfere with on-duty employees.

16.3 Bulletin Board. The County shall provide space for a bulletin board to be used by the Guild for official Guild business.

16.4 Special Conferences. An employee or employees designated by the Guild in writing to attend Guild-sponsored conventions and seminars shall be granted leave without pay for scheduled work hours lost for such purposes, provided that the total leave granted to all employees under this section shall not exceed eighty (80) hours per calendar year. The Guild must notify the County in writing, at least thirty (30) calendar days in advance of such seminar or convention, of the name(s) of the employees designated to attend the seminar or convention, and the dates of their absence. The County may refuse to grant leave to more than one (1) employee per shift under this section if, in the judgment of the County, the employee's absence would adversely impact the operations of the County.

16.5 Access to Equipment. The County shall allow Guild representatives reasonable access to the telephone and photocopiers provided that no cost is incurred to the County. Appropriate uses will be determined by Guild officials and the Sheriff or his designee. The Employer shall allow Guild officials reasonable access to the telephone and photocopiers and computer e-mail system only for purposes of processing and gathering of information needed to evaluate, file or settle grievances, engage in collective bargaining and for the purpose of processing and gathering of information needed to evaluate, file and settle Civil Service complaints. The Guild agrees not to use the County's photocopiers for other purposes, unless agreed to by the Sheriff. All email communications on the County email system shall comply with applicable Department policy.

ARTICLE 17 - NOTIFICATION OF SHERIFF'S OFFICE CHANGES

The Sheriff will notify the Guild in writing in advance of any intended changes that may affect wages, hours or working conditions of employees within the bargaining unit as required by RCW 41.56.

ARTICLE 18 - SEPARABILITY AND SAVINGS

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement.

ARTICLE 19 – LONGEVITY/PERFORMANCE PREMIUM

Upon completion of the following years of service, employees shall receive longevity/performance premium in the amount indicated based on the top-step deputy wage. If an employee fails to achieve a rating of "satisfactory" on his/her annual performance evaluation, the applicable Longevity/Performance Premium shall be reduced by one percent (1%) for the year following the rating.

Effective the first full pay period in January 2023, a new 7.00% longevity shall be

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added for 27 years of service.

Longevity/Performance Premium

Years	%
6	2.00%
9	3.00%
12	3.50%
15	4.00%
18	4.50%
21	5.00%
24	6.00%
27	7.00%

ARTICLE 20 - GENERAL CONDITIONS

20.1 Range Placement. Employees shall be placed in a pay range that is consistent with their duties, responsibilities, and job content. When a promotion to a higher level of responsibility occurs, the employee will be placed in the pay step of the higher pay range that will provide not less than a three percent increase in salary.

20.1.1 Step Placement and Timing. Employees will be placed in the first step of their assigned pay schedule. All steps are annual.

20.1.2 Date of Step Advancement. Advancement to the next pay step shall occur on the first day of the month in which the anniversary date falls.

20.1.3 Promotion Anniversary Date. When an employee is promoted to a higher classification, the promotion date becomes the anniversary date for step advancement purposes.

20.1.4 Step Placement Above Entry. It is understood between the parties that the Sheriff may place employees in a higher pay step at his discretion, subject to the approval of the County Executive. The Guild shall be notified when this occurs.

20.2 Work in Higher Classification. Any employee required to perform work as a sergeant shall be paid at the entry rate of pay for sergeant.

20.3 Part-Time and Temporary Employees. Hourly rates shall be established for employees working less than full-time by placing the employee in the appropriate salary range based upon their employment with the County.

20.4 Travel Expenses. Employees traveling out of the County on official business will be reimbursed for the reasonable cost of meals and expenses as may be authorized by County policy.

20.5 Electronic Funds Transfer. All regular employees hired after the date of ratification shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of hire. Employees may temporarily stop EFT in emergency situations with at

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least seven (7) days' notice before a scheduled payday, but must restart EFT within three (3) months.

20.6 Assigned Cell Phone. Commencing in 2013, the Sheriff will assign cell phones as part of the Sheriff's Office issued and owned equipment when assignment of a Deputy reasonably requires such equipment. The Sheriff has sole discretion to establish policy for the use of assigned cell phones.

20.7 Ability to Cross Border. All employees must maintain the ability to cross the Canadian border. If an employee is unable to maintain his/her ability to cross the border, the County and the Guild agree to meet and bargain the impact on said employees, if necessary. Failure by an employee to comply with this section does not, in and of itself, subject an employee to discipline.

ARTICLE 21 - SALARY SCHEDULE

21.1 Annual Salary Schedules. Employees on the payroll on the date of ratification or hired after the date of ratification, shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are a part of this Agreement by reference.

21.1.1 Wages. Effective the first full pay period of January 2023, all ranges of the 2022 hourly matrix shall be increased by 6.0%.

Effective the first full pay period of January 2024, all ranges of the 2023 hourly matrix shall be increased by 4.0%

Effective the first full pay period of January 2025, all ranges of the 2024 hourly matrix shall be increased by 3.0%.

21.1.2 Education Incentive. Effective the first full pay period of January 2023, employees shall be paid an education incentive payment based on the following schedule:

- Bachelor's Degree: 2% of employee's base rate of pay
- Associate's Degree: 1% of employee's base rate of pay

21.1.3 Retention Bonus. The County shall award a $2,000 annual retention bonus to eligible employees on payroll for the last full pay period of November for the next three consecutive years beginning in 2022 for a total of $6,000. Eligible employees must complete their regular and assigned work schedule including a minimum of 80 hours of compensation during the last pay period in November or be on an approved leave of absence.

Effective the last full pay period in November 2022, all Deputy Sheriff Guild employees on payroll at the time of adoption of this agreement **AND** on payroll for the last full pay period in November 2022, shall receive a $2,000 lump sum retention bonus less normal payroll taxes.

Effective the last full pay periods in November 2023 and November 2024, all Deputy Sheriff Guild employees on payroll for the last full pay period in November each

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calendar year, shall receive a $2,000 lump sum retention bonus.

ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION

22.1 Definition. Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement.

22.2 Grievance Procedure. The processing of grievances shall be according to the following steps:

Step 1 – Initial Complaint. The employee and/or Guild representative must take up the complaint with the employee's immediate supervisor within thirty (30) calendar days of when the employee or Guild knew, or reasonably should have known of the facts giving rise to the alleged contract violation, or it shall be deemed null and void. The supervisor shall attempt to resolve the grievance within fifteen (15) calendar days. If it is not resolved within fifteen (15) calendar days after submission, the matter may proceed to Step 2. The Sheriff's Office will notify the Guild of its response. Absent written agreement to the contrary settlements at this Step shall be deemed informal and without precedential value.

Step 2 – Written Grievance. If there is no response at Step 1 or the grievance is not resolved at Step 1, the employee or Guild representative, within the next fifteen (15) calendar days may present the grievance, in writing to the next supervisor who is at a level outside the bargaining unit in the chain of command. The writing shall include the section of the agreement violated; a statement of the facts as seen by the grieving party, the remedy sought and should be signed by the employee or Guild member. If the grievance is not resolved at this level within twenty (20) calendar days from the date it is received by a supervisor who is at a level outside the bargaining unit, the matter may proceed to Step 3. The Sheriff's Office will notify the Guild of its response.

Step 3 - Grievance to the Sheriff or to the Guild. If the grievance is not resolved at Step 2 the employee or the Guild, within the next fifteen (15) calendar days, may present the written grievance to the Sheriff and a copy will be provided to Human Resources. Grievances by the County shall be presented to the Guild at Step 3. If not resolved at this level within the next twenty (20) calendar days, the filing party may refer the dispute to arbitration as provided below.

22.3 Grievances of General Concern. Grievances of general concern to the bargaining unit brought by the Guild may be initiated at Step 2 of section 22.2 (Grievance Procedure). Grievances of discipline greater than a written reprimand and grievances of the County may start at Step 3 of section 22.2 (Grievance Procedure).

22.4 Failure to Respond. Failure by the responding party to respond within stated timeline at any step shall permit the filing party to advance the grievance to the next step without a response.

22.5 Arbitration. The Guild or County may demand arbitration within thirty (30) calendar days following the conclusion of Step 3 above by filing such demand by the County with the Guild and by the Guild with Human Resources. The County shall notify

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the County Executive of the dispute prior to arbitration.

22.5.1 Arbitrator Selection. For arbitrations related to employee discipline, within ten (10) working days of the Guild's demand for arbitration, pursuant to RCW 46.58.070, the parties shall request PERC to appoint an arbitrator to hear the matter. For all other grievances, the parties shall select an impartial arbitrator within ten working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the State or Federal Mediation and Conciliation Service or AAA to submit a list of eleven (11) disinterested persons who are qualified and willing to act as an impartial arbitrator. From this list the County will strike two names, then the Guild two names until the single name remaining is appointed as the arbitrator.

22.5.2 Hearing Commencement. The arbitrator shall commence the hearing within a reasonable time after his selection and shall render his award in writing within thirty (30) days after the close of the arbitration hearing. The award of the arbitrator shall be rendered in writing together with his written findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee and employees, if any.

22.5.3 Arbitrator's Fees. The arbitrator's fees and expenses, the cost of any hearing room and the cost of the shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the County and the Guild. All other expenses and costs, including attorney fees, shall be borne by the parties incurring them.

22.5.4 Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

22.6 Time Limitations. The County and the Guild agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement.

22.7 No Lockout, Strike or Slow Down. All grievances as herein defined shall be settled in accordance with the procedures outlined above and there shall be no lockout, strike, interruption of work, slow down, or other interferences with production during the life of this Agreement.

22.8 Election of Remedies. Any action appealed to the Civil Service Commission shall not be subject to the grievance procedure herein. Any matter taken to the grievance procedure may not be appealed to the Civil Service Commission.

ARTICLE 23 - SENIORITY DEFINITION

Seniority lists for each unit covered by this Agreement will be maintained separately for the purpose of layoff, recall, vacation, extra overtime, and shift bidding. Employees transferring from one unit to another will have their names placed at the bottom of the new unit list, provided however, total length of the service with the County will be credited to such employee for the purpose of vacations, sick leave, and longevity accrual. Seniority units shall consist of the following two units: (1) Sergeants; (2) all other deputy

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sheriff's in bargaining unit.

ARTICLE 24 – MANAGEMENT RIGHTS

Any and all rights concerned with the management operations of the County and its Sheriff's Office are exclusively that of the County unless otherwise provided by the terms of this Agreement. The County has the authority to adopt reasonable rules for the operation of the Sheriff's Office and the conduct of its employees; provided, such rules are not in conflict with the provisions of this Agreement, bargaining rights, or with applicable law. The County has the right to discipline, temporarily lay off or discharge employees; to assign work and determine duties of employees; to schedule hours of work, to determine the number of employees to be assigned to duty at any time and such other rights as are normal to County government and not expressly limited in this Agreement or applicable laws.

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The Employer agrees to hold harmless employees for all damages, including attorney fees, in accordance with the terms of the County's general liability policy (a copy of which has been provided to the Guild) or a policy which is substantially similar.

ARTICLE 26 - TERMINATION CLAUSE

26.1 Duration. This Agreement shall be in full force and effect from January 1, 2023 to and including December 31, 2025 except as noted in this Agreement and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

THIS AGREEMENT IS EXECUTED THIS 13th of September, 2022 by the duly authorized representative of the parties hereto.

WHATCOM COUNTY DEPUTY SHERIFF'S GUILD

DocuSigned by:
By: Steve Harris
DBAE474DE9714E0...
Steve Harris
President

WHATCOM COUNTY, WASHINGTON

DocuSigned by:
By: Satpal Sidhu
1192C7C18B664E3...
Satpal Sidhu
Whatcom County Executive

APPROVED AS TO FORM:

DocuSigned by:
By: George Roche
659516898582415...
Senior Deputy Prosecutor

Date of Council Approval

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ADDENDUM A

TO THE AGREEMENT
by and between
WHATCOM COUNTY, WASHINGTON
and
WHATCOM COUNTY DEPUTY SHERIFF'S GUILD

POSITION TITLE INDEX

Range	Position
10, 11, 12	Sergeant
20, 21, 22, 24, 25	Deputy

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ADDENDUM B - Salary Schedule

SERGEANT

Effective first full pay period January 2023 (+6.0%)

Position/Premium	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	10	$50.27	$51.28	$52.25	$54.35	$56.56
- plus AA	10.1	$50.78	$51.80	$52.77	$54.90	$57.12
- plus BA	10.2	$51.28	$52.31	$53.30	$55.44	$57.69
- plus 1 premium	11	$51.68	$52.69	$53.66	$55.76	$57.97
- plus 2 premiums	12	$53.09	$54.10	$55.07	$57.17	$59.38
- plus 1 premium & AA	11.1	$52.19	$53.21	$54.18	$56.31	$58.53
- plus 1 premium & BA	11.2	$52.69	$53.72	$54.71	$56.85	$59.10
- plus 2 premium & AA	12.1	$53.60	$54.62	$55.59	$57.72	$59.94
- plus 2 premium & BA	12.2	$54.10	$55.13	$56.12	$58.26	$60.51

LONGEVITY (% of top Deputy step)

Effective first full pay period January 2023

Yrs of Service	%	Hourly Rate	Longevity
6	2.00%	$47.16	$0.94
9	3.00%	$47.16	$1.41
12	3.50%	$47.16	$1.65
15	4.00%	$47.16	$1.89
18	4.50%	$47.16	$2.12
21	5.00%	$47.16	$2.36
24	6.00%	$47.16	$2.83
27	**7.00%**	**$47.16**	**$3.30**

Effective first full pay period January 2024 (+4%)

Position/Premium	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	10	$52.28	$53.33	$54.34	$56.53	$58.82
- plus AA	10.1	$52.81	$53.87	$54.89	$57.09	$59.41
- plus BA	10.2	$53.33	$54.40	$55.43	$57.66	$60.00
- plus 1 premium	11	$53.75	$54.80	$55.81	$58.00	$60.29
- plus 2 premiums	12	$55.22	$56.27	$57.28	$59.47	$61.76
- plus 1 premium & AA	11.1	$54.28	$55.34	$56.36	$58.56	$60.88
- plus 1 premium & BA	11.2	$54.80	$55.87	$56.90	$59.13	$61.47
- plus 2 premium & AA	12.1	$55.75	$56.81	$57.83	$60.03	$62.35
- plus 2 premium & BA	12.2	$56.27	$57.34	$58.37	$60.60	$62.94

Effective first full pay period January 2024

Yrs of Service	%	Hourly Rate	Longevity
6	2.00%	$49.05	$0.98
9	3.00%	$49.05	$1.47
12	3.50%	$49.05	$1.72
15	4.00%	$49.05	$1.96
18	4.50%	$49.05	$2.21
21	5.00%	$49.05	$2.45
24	6.00%	$49.05	$2.94
27	**7.00%**	**$49.05**	**$3.43**

Effective first full pay period January 2025 (+3%)

Position/Premium	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	10	$53.85	$54.93	$55.97	$58.22	$60.59
- plus AA	10.1	$54.39	$55.48	$56.53	$58.80	$61.19
- plus BA	10.2	$54.93	$56.03	$57.09	$59.39	$61.80
- plus 1 premium	11	$55.37	$56.45	$57.49	$59.74	$62.11
- plus 2 premiums	12	$56.88	$57.96	$59.00	$61.25	$63.62
- plus 1 premium & AA	11.1	$55.91	$57.00	$58.05	$60.32	$62.71
- plus 1 premium & BA	11.2	$56.45	$57.55	$58.61	$60.91	$63.32
- plus 2 premium & AA	12.1	$57.42	$58.51	$59.56	$61.83	$64.22
- plus 2 premium & BA	12.2	$57.96	$59.06	$60.12	$62.42	$64.83

Effective first full pay period January 2025

Yrs of Service	%	Hourly Rate	Longevity
6	2.00%	$50.52	$1.01
9	3.00%	$50.52	$1.52
12	3.50%	$50.52	$1.77
15	4.00%	$50.52	$2.02
18	4.50%	$50.52	$2.27
21	5.00%	$50.52	$2.53
24	6.00%	$50.52	$3.03
27	**7.00%**	**$50.52**	**$3.54**

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DEPUTY

Effective first full pay period January 2023 (+6.0%)

Position/Premium	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy	20	$38.37	$39.90	$41.46	$43.62	$45.35	$47.16
- plus AA	20.1	$38.76	$40.29	$41.87	$44.06	$45.80	$47.64
- plus BA	20.2	$39.14	$40.69	$42.29	$44.50	$46.25	$48.11
- plus 1 premium	21	$39.78	$41.31	$42.87	$45.03	$46.76	$48.57
- plus 2 premiums	22	$41.19	$42.72	$44.28	$46.44	$48.17	$49.98
- plus 1 premium & AA	21.1	$40.17	$41.70	$43.28	$45.47	$47.21	$49.05
- plus 1 premium & BA	21.2	$40.55	$42.10	$43.70	$45.91	$47.66	$49.52
- plus 2 premium & AA	22.1	$41.58	$43.11	$44.69	$46.88	$48.62	$50.46
- plus 2 premium & BA	22.2	$41.96	$43.51	$45.11	$47.32	$49.07	$50.93
- plus K-9 premium	24	$40.02	$41.55	$43.11	$45.27	$47.00	$48.81
- plus K-9 and 1 premium	25	$41.43	$42.96	$44.52	$46.68	$48.41	$50.22
- plus K-9 premium & AA	24.1	$40.41	$41.94	$43.52	$45.71	$47.45	$49.29
- plus K-9 premium & BA	24.2	$40.79	$42.34	$43.94	$46.15	$47.90	$49.76
- plus K-9 and 1 premium & AA	25.1	$41.82	$43.35	$44.93	$47.12	$48.86	$50.70
- plus K-9 and 1 premium & BA	25.2	$42.20	$43.75	$45.35	$47.56	$49.31	$51.17

LONGEVITY (% of top Deputy step)

Effective first full pay period January 2023

Years	%	Hourly Rate	Longevity
6	2.00%	$47.16	$0.94
9	3.00%	$47.16	$1.41
12	3.50%	$47.16	$1.65
15	4.00%	$47.16	$1.89
18	4.50%	$47.16	$2.12
21	5.00%	$47.16	$2.36
24	6.00%	$47.16	$2.83
27	**7.00%**	**$47.16**	**$3.30**

Effective first full pay period January 2024 (+4%)

Position/Premium	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy	20	$39.91	$41.49	$43.12	$45.37	$47.16	$49.05
- plus AA	20.1	$40.31	$41.91	$43.55	$45.82	$47.63	$49.54
- plus BA	20.2	$40.71	$42.32	$43.98	$46.28	$48.10	$50.03
- plus 1 premium	21	$41.38	$42.96	$44.59	$46.84	$48.63	$50.52
- plus 2 premiums	22	$42.85	$44.43	$46.06	$48.31	$50.10	$51.99
- plus 1 premium & AA	21.1	$41.78	$43.38	$45.02	$47.29	$49.10	$51.01
- plus 1 premium & BA	21.2	$42.18	$43.79	$45.45	$47.75	$49.57	$51.50
- plus 2 premium & AA	22.1	$43.25	$44.85	$46.49	$48.76	$50.57	$52.48
- plus 2 premium & BA	22.2	$43.65	$45.26	$46.92	$49.22	$51.04	$52.97
- plus K-9 premium	24	$41.63	$43.21	$44.84	$47.09	$48.88	$50.77
- plus K-9 and 1 premium	25	$43.10	$44.68	$46.31	$48.56	$50.35	$52.24
- plus K-9 premium & AA	24.1	$42.03	$43.63	$45.27	$47.54	$49.35	$51.26
- plus K-9 premium & BA	24.2	$42.43	$44.04	$45.70	$48.00	$49.82	$51.75
- plus K-9 and 1 premium & AA	25.1	$43.50	$45.10	$46.74	$49.01	$50.82	$52.73
- plus K-9 and 1 premium & BA	25.2	$43.90	$45.51	$47.17	$49.47	$51.29	$53.22

Effective first full pay period January 2024

Years	%	Hourly Rate	Longevity
6	2.00%	$49.05	$0.98
9	3.00%	$49.05	$1.47
12	3.50%	$49.05	$1.72
15	4.00%	$49.05	$1.96
18	4.50%	$49.05	$2.21
21	5.00%	$49.05	$2.45
24	6.00%	$49.05	$2.94
27	**7.00%**	**$49.05**	**$3.43**

Effective first full pay period January 2025 (+3%)

Position/Premium	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy	20	$41.11	$42.74	$44.41	$46.73	$48.58	$50.52
- plus AA	20.1	$41.52	$43.16	$44.85	$47.20	$49.06	$51.03
- plus BA	20.2	$41.93	$43.59	$45.30	$47.66	$49.55	$51.53
- plus 1 premium	21	$42.63	$44.26	$45.93	$48.25	$50.10	$52.04
- plus 2 premiums	22	$44.14	$45.77	$47.44	$49.76	$51.61	$53.55
- plus 1 premium & AA	21.1	$43.04	$44.68	$46.37	$48.72	$50.58	$52.55
- plus 1 premium & BA	21.2	$43.45	$45.11	$46.82	$49.18	$51.07	$53.05
- plus 2 premium & AA	22.1	$44.55	$46.19	$47.88	$50.23	$52.09	$54.06
- plus 2 premium & BA	22.2	$44.96	$46.62	$48.33	$50.69	$52.58	$54.56
- plus K-9 premium	24	$42.88	$44.51	$46.18	$48.50	$50.35	$52.29
- plus K-9 and 1 premium	25	$44.40	$46.03	$47.70	$50.02	$51.87	$53.81
- plus K-9 premium & AA	24.1	$43.29	$44.93	$46.62	$48.97	$50.83	$52.80
- plus K-9 premium & BA	24.2	$43.70	$45.36	$47.07	$49.43	$51.32	$53.30
- plus K-9 and 1 premium & AA	25.1	$44.81	$46.45	$48.14	$50.49	$52.35	$54.32
- plus K-9 and 1 premium & BA	25.2	$45.22	$46.88	$48.59	$50.95	$52.84	$54.82

Effective first full pay period January 2025

Years	%	Hourly Rate	Longevity
6	2.00%	$50.52	$1.01
9	3.00%	$50.52	$1.52
12	3.50%	$50.52	$1.77
15	4.00%	$50.52	$2.02
18	4.50%	$50.52	$2.27
21	5.00%	$50.52	$2.53
24	6.00%	$50.52	$3.03
27	**7.00%**	**$50.52**	**$3.54**

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ADDENDUM C

ADVICE OF ADMINISTRATIVE INVESTIGATION

Date:

To:

From:

Subj:

As required by section 2.7.1 (Due Process) of the Guild Collective Bargaining Agreement this document notifies you that you are the subject employee in connection with an Investigation that has been authorized by the Sheriff.

An interview will be performed at a later date. Prior to the interview, you will receive an Advice of Investigative Interview providing you with the name of the investigating officer, the name and rank of the interviewer and the names of others who will be in attendance, the specific allegations and the policy violations. All involved parties shall be bound to the NOTICE provisions contained at the end of this Advisement.

☐ **THIS IS A** CLASS I ADMINISTRATIVE INVESTIGATION

☐ **THIS IS A** CLASS II ADMINISTRATIVE INVESTIGATION

This investigation is to determine the facts and possible violations of Sheriff's Office Policy/Procedure, Rules and Regulations regarding:

Alleged Acts of Misconduct:

Alleged Policy Violations:

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NOTICE:

Effective immediately, you are directed to have no communication regarding this matter, either on-duty or off-duty, with any person including potential witnesses or persons who may be materially involved with the administrative investigation.

*This directive means you are prohibited from communicating to these individuals about this matter by **any** means to include, but not be limited to: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.*

Failure to comply with this directive shall be considered Insubordination, and may result in discipline up to and including termination.

You are not prohibited from discussing this matter with your Guild/union representative, Guild legal advisor, or your personal attorney.

This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. *Adjudication or conclusion of the case is when the employee has been notified by the appointing authority of a finding.*

Acknowledgment:
I certify that I have read this advisement form in its entirety (2 pages). I acknowledge that I understand the contents and that I have received a copy of this document.

_____
Printed name

_____ _____
Signature **Date**

Investigation Advisement made by: _____ **(Print name)**

_____ _____ _____
Date **Time** **Place**

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ADDENDUM D

ADVICE OF ADMINISTRATIVE INTERVIEW AS REQUIRED BY SECTION 2.7.3.1 (Interview Advisement) OF THE GUILD COLLECTIVE BARGAINING AGREEMENT

Date:

To:

From:

Subj:

☐ YOU ARE THE **SUBJECT EMPLOYEE**

☐ YOU ARE A **WITNESS EMPLOYEE**

in connection with an Investigation that has been authorized by the Sheriff.

The Officer in Charge of this Investigation is: _____

This interview is to be performed by _____ (name, rank) and also in attendance will be _____, all of whom shall be bound to the **NOTICE** provisions contained at the end of this Advisement.

☐ THIS IS A **CLASS I ADMINISTRATIVE INVESTIGATION**

☐ THIS IS A **CLASS II ADMINISTRATIVE INVESTIGATION**

A. This investigation is to determine the facts and possible violations of Sheriff's Office Policy/Procedure, Rules and Regulations regarding:

Allegations:
For a Subject of the investigation, state the specific factual nature of investigation
For a Witness in the investigation, state the purpose of interview

Possible Policy/Rules/Regulations Violations include but are not limited to:
(this section is optional for notice to a witness employee)

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B. Failure to fully cooperate by truthfully answering all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information will result in disciplinary action, which may include discharge from the Sheriff's Office.

.

C. All **Class I** Administrative Investigations **shall be** audio recorded. Class II investigative interviews are generally not recorded, but will be audio recorded at the request of either party. In a Class II interview, should one party object to the use of an audio recording then a transcript shall be made and be the only official record. Class II transcription expenses shall be at the expense of the requesting party.

D. You may request and obtain the presence of a Guild/Union representative during the investigatory interview (if no request is made there shall be no obligation of representative presence) provided that:

1. The Guild/Union representative **shall not** disclose the nature or content of the interview to any person, except as necessary for the Guild to meet its duty of fair representation. The Guild/Union representative **shall not** obstruct the investigation, including revealing information to others except as permitted herein.

2. In addition to observing the interview, the Guild/Union representative, may reasonably participate in accordance with 1 above, by:

   a. Consulting with the employee before the interview begins;
   b. Reasonably raising valid objections and consulting with/advising the employee about a privilege she/he has the right to assert once questioning starts;
   c. Assisting the employee if questions are ambiguous or misleading by rephrasing the question or asking that the question be rephrased;
   d. Interceding if questions become harassing or intimidating; and
   e. Asking additional questions and seek to clarify responses.

3. During the investigatory interview, the Guild/Union representative may not;

   a. Interrupt if the employee is asked to give an initial version of events;
   b. Consult with the employee before he/she answers every question;
   c. Otherwise interfere with appropriate questioning by the investigator.

4. The Guild/Union representative may not be the spouse of the subject employee or a witness in the matter under investigation.

E. Employees subject to investigation shall be given at least two (2) hours' notice before an interview. The failure of an employee subject to investigation to obtain a Guild/Union representative within a reasonable time, (generally two hours) **is not** an acceptable basis for unreasonably delaying an investigative interview with the understanding the interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee. Upon request, the employee will be granted a twenty-four (24) hour delay, unless the exigency of the investigation requires otherwise.

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F. You have the right to suggest specific witnesses to be interviewed by the investigator. Upon notice of completion, you have the right to review and make corrections and/or additions to your transcript prior to the conclusion of the investigation.

G. Statements made to the investigator during an Administrative Investigation:

1. Will become part of the investigative file for the use of the Sheriff only to the extent permitted by law and subject to all legal protection available as a private confidential and privileged communication to the extent permitted by law; and

2. Will not be provided to other witnesses or interviewees involved in the investigation by the investigator such that the information is attributable to any individual identified by the investigator; and

3. Are not to be communicated to any person by you except to a Guild/Union representative if necessary to protect the legal rights of a witness or subject. You may consult with your private attorney.

4. Provided, that the referral of the summary of facts and findings to the involved employee's chain of command, Human Resources, or the Prosecuting Attorney's Office shall not constitute a breach of any privilege, privacy, or confidentiality; and provided further that should the involved employee choose to appeal the resulting personnel or disciplinary action and thus put at issue the merits of that action, statements given, and persons involved in the investigation may be asked by the Sheriff's Office or the subject employee to give a sworn testimony regarding their involvement. If other disclosure is necessary, notice will be given to the Guild.

H. The investigator will read the following warning into the recording at the start of the interview:

> You are about to be questioned as part of an administrative investigation being conducted by the Whatcom County Sheriff's Office. You are hereby ordered to fully answer the questions that are put to you that relate to information you possess and/or your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to answer truthfully and cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used against you or introduced into evidence in a criminal proceeding.

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NOTICE:

Effective immediately, except as otherwise provided above, you are directed to have no communication regarding this matter, either on-duty or off-duty, with any person including potential witnesses or persons who may be materially involved with the administrative investigation.

*This directive means you are prohibited from communicating to these individuals about this matter by **any** means to include, but not be limited to: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.*

Failure to comply with this directive shall be considered Insubordination, and may result in discipline up to and including termination.

You are not prohibited from discussing this matter with your Guild/union representative, Guild legal advisor, or your personal attorney.

This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. *Adjudication or conclusion of the case is when the employee has been notified by the appointing authority of a finding.*

Acknowledgment:

I certify that I have read this advisement form in its entirety (4 pages). I acknowledge that I understand the contents and that I have received a copy of this document.

_____
Printed name

_____
Signature

Advisement made by: _____(Print name)

_____ _____ _____
Date Time Place

DocuSign Envelope ID: 2575B537-3E00-4701-9215-CEB09DEA379F

ADDENDUM E

LETTER OF AGREEMENT
By and Between
Whatcom County Sheriff's Guild
And
Whatcom County

Courthouse Deputy Position Bidding Procedure

This Letter of Agreement (LOA) is between Whatcom County (County) and the Whatcom County Deputy Sheriff's Guild (Guild). The purpose of this Agreement is to set forth the bidding procedure for the Courthouse Deputy position.

A. Article 3.2 provides that during the first 10 days of September of each year a shift schedule is posted and bid by seniority for the following calendar year. A shift bid period is two (2) months in duration. Rules regarding the bidding process are established by mutual agreement between the County and the Guild.

B. Article 5.4 states that during the month of September of each year, in conjunction with shift bidding, a vacation chart is posted and completed by December 31st. Article 5.4.1 sets forth the vacation bidding process.

C. Current bid rules provide that the Courthouse Deputy position is assigned with patrol day shift and will make vacation bids against other deputies working the day shift.

D. The Guild desires to provide more vacation bidding opportunities for deputies working the day shift and would like the Courthouse Deputy position to be excluded from the day shift bidding list during peak vacation months.

THE PARTIES AGREE that following bid rules regarding the Courthouse Deputy position will now apply:

1. The Courthouse Deputy shall be allowed to schedule up to one week of vacation for every two months worked.

2. The Courthouse Deputy position will be associated with patrol day shift. The Courthouse Deputy will bid against other deputies working day shift for all two-month bid cycles except the bid cycles of May/June and July/August. During these two bid cycles, the Courthouse Deputy will not be included on the vacation bidding list.

3. During the bid cycles of May/June and July/August**,** the possible two bid vacation weeks will be covered by available deputies and prescheduled.

4. During all other bid cycles, day shift and the Firearms Training Unit position will provide vacation coverage for the Courthouse Deputy.

5. If no one bids this position, it will default to the most junior person off probation. Once a deputy has worked this position for a two-month bid within the year bid cycle, they are not required to work it again during the same bid cycle. It will default to the next junior person off probation. On days the courthouse is closed, deputies may opt to work a patrol shift or use leave accruals.

If this bidding process results in operational issues, the County reserves the right to meet with the Guild and establish alternate procedures.

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Addendum F

LETTER OF UNDERSTANDING
By and Between
Whatcom County Sheriff's Guild
And
Whatcom County

Dog Handler Compensation and Shift Schedule

This Letter of Understanding is between Whatcom County (County) and the Whatcom County Deputy Sheriff's Guild (Guild) regarding dog handler compensation and shift schedule.

Section 13.2 of the Collective Bargaining Agreement provides that employees assigned to be a Dog Handler shall receive premium pay, in addition to regular pay, equating to 3.5% of the top-step Deputy wage.

To comply with the Fair Labor Standards Act, the parties recognize there should be a relationship between compensation and a reasonable estimate of the time spent to maintain and care for the dog.

The parties, therefore, agree as follows:

A. One (1) hour of straight time per day shall be included in the employee's regular shift to compensate for off-duty canine care. An employee assigned to be a Dog Handler will maintain a schedule of nine hours duty time and one hour of canine care for each regularly scheduled ten (10) hour shift. This equates to .5 hours per day rounded to 4 hours per week. This provision shall be effective following final approval of this LOU.

B. The shift schedule in paragraph A. is in addition to the premium provided for in Section 13.2.

C. An employee assigned as a Dog Handler is responsible for the health, care and well-being of his or her assigned dog. This includes, but not limited to, bathing, brushing, exercising, feeding, grooming, cleaning the dog's kennel or transport vehicle, administering medicine for illness, transporting the dog to and from an animal hospital or veterinarian, and training.

D. Canine care is considered off-duty and separate and apart from on-duty assignments. However, if there is a connection between the injury or death of the Dog Handler and the performance of off-duty canine care, the injury or death will be treated as any other line-of-duty injury or death. No more than four (4) hours per week shall be spent for canine care unless authorized.

LETTER OF UNDERSTANDING
By and Between
Whatcom County Sheriff's Guild
And

DocuSign Envelope ID: 2575B537-3E00-4701-9215-CEB09DEA379F

Whatcom County

Interpretation of Section 3.4.3 Mandatory Meetings

This Letter of Understanding (LOU) is between Whatcom County (County) and the Whatcom County Deputy Sheriff's Guild (Guild). The purpose of this Agreement is to set forth the parties' understanding of the interrelationship between Sections 3.4.3 and 3.6.

Section 3.4.3 governs mandatory meetings. It is intended to ensure that such meetings, when truly required for all employees, are considered on duty time and if employees are not regularly scheduled to work during those meetings, and are required to attend, they will be paid overtime. The County at one point used the 30-day advance notice provision for training in Section 3.6, see below, to reduce overtime during a mandatory meeting in which there was a training component.

The parties agree that ongoing training, even when mandatory, can occur with a schedule change on straight time provided thirty (30) days' notice are given in accordance with Section 3.6. This Section is not intended, however, to allow a mandatory meeting to be scheduled under 3.6 simply by including a training component.

Section 3.6 is intended to provide necessary law enforcement training on straight time with advance notice.

Section 3.4.3 is intended to compensate people required to attend mandatory meetings outside of their regularly scheduled shift.

The two provisions are intended to cover different situations.

> **3.4.3 Mandatory Meetings.** Mandatory meetings called by the Sheriff for all employees shall be considered on-duty time. Overtime shall be paid to those entitled to it.

3.6 Training Days. Every effort will be made to schedule training at least thirty (30) or more days in advance. Scheduled training, which is posted thirty (30) or more days before it occurs shall be considered the employee's assigned shift for that day. Provided, that if such scheduled training requires adjusting an employee's hours of work and/or days off for attendance, then such employee will be notified, via email, thirty (30) or more days in advance of such change. If no such notice occurs, then all hours spent by an employee in the assigned training will be paid at the overtime rate of time and one-half. If such scheduled training is cancelled within thirty (30) days of occurring and no other training is substituted, the employee has the option, with the approval of affected supervisors, of either working the scheduled training hours for that day or moving back to his or her regular shift.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-484

File ID:	AB2022-484	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/30/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Herrera Environmental Consultants to provide continuing support of the Floodplain Integrated Planning Process (FLIP) in the amount of $606,500.00 for a total amended contract amount of $1,199,700.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Under this contract Amendment No. 5, the consultants will produce diverables as outlined in the scope of work of the Washington State Department of Ecology (WA DOE) Proviso grant. This amendment also extends the contract through December 2024

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Proposed Contract

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
DIRECTOR

RIVER AND FLOOD
322 N. Commercial Street, Suite 120
Bellingham, WA 98225-4042
Phone: (360) 778-6230
www.whatcomcounty.us

M E M O R A N D U M

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: Paula J. Harris, P.E., River and Flood Manager
Gary Stoyka, Natural Resources Program Manager

DATE: August 29, 2022

RE: Herrera Environmental Consultants Contract for Services to support Lower Nooksack River Floodplain Integrated Planning – Amendment No. 5

Enclosed are two (2) originals of an amendment to a Contract for Services between the Whatcom County Flood Control Zone District (FCZD) and Herrera Environmental Consultants for your review and signature.

- **Requested Action**

Public Works respectfully requests that the County Executive and Council, acting as the FCZD Board of Supervisors, enter into a contract amendment with Herrera Environmental Consultants to continue supporting the Floodplain Integrated Planning (FLIP) Process along with additional specific tasks to further the technical work needed to advance the ideas generated at the Flow Split Design Charrette held last April. Under this contract amendment, the consultants will produce deliverables as outlined in the scope of work of the Washington State Department of Ecology (WA DOE) Proviso grant.

- **Background and Purpose**

Herrera was retained in March 2018 to assist Public Works staff in updating and broadening the scope of the 1999 Lower Nooksack River Comprehensive Flood Hazard Management Plan to integrate flood risk reduction with the needs of salmon and floodplain land-uses. The update will provide a basis for future Whatcom County Flood Control Zone District capital programs and support possible WRIA1 Salmon Recovery Plan updates.

The scope of the initial agreement with Herrera was focused on initial tasks to better define the full scope of the project and included supporting the FLIP Steering Committee, attending FLIP stakeholder and Steering Committee meetings, and compiling a geodatabase for floodplain land uses.

Amendment No. 1 revised the scope and budget to develop a detailed work plan, project timeline and a Quality Assurance Project Plan as early deliverables for the EPA National Estuary Program (NEP) grant which funds this contract. It also included additional scope and budget for supporting the FLIP process through most of 2019.

Amendment No. 3 added additional scope and budget to support the FLIP process and extended the contract through September 2021. The amendment also included budget for the consultants that conducted the existing conditions geomorphic and habitat assessments to support the FLIP Team and Steering Committee and attend the meetings.

Amendment No. 5 adds additional scope for continuing the FLIP process support along with additional specific tasks to further the technical work needed to advance the ideas generated at the Flow Split Design Charrette held last April. Under this contract amendment, the consultants will produce deliverables as outlined in the scope of work of the Washington State Department of Ecology (WA DOE) Proviso grant. In response to the November 2021 floods, the State legislature included a budget proviso in the supplemental budget that provides funding support for the Floodplain Integrated Planning (FLIP) process This amendment also extends the contract through December 2024.

- **Funding Amount and Source**

The proposed amendment is for $606,500 for a total amended contract amount of $1,199,700. The WA DOE Proviso grant will provide $500,000 in funding to support this work. The remaining $106,500 will be funded by FCZD. The 2022 FCZD budget has adequate expenditure authority to fund the proposed amendment.

Please contact Paula Harris at extension 6285 if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	
Division/Program: *(i.e. Dept. Division and Program)*	
Contract or Grant Administrator:	
Contractor's / Agency Name:	

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

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

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

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

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

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

If YES, indicate exclusion(s) below:

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

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

Summary of Scope:

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.

Term of Contract:	Expiration Date:

Contract Routing:

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

Last edited 07/06/20

AMENDMENT NO. 5
TO
CONTRACT FOR SERVICES BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND HERRERA ENVIRONMENTAL CONSULTANTS

THIS AMENDMENT is to the Contract between the Whatcom County Flood Control Zone District, hereinafter referred to as the "County", and Herrera Environmental Consultants, a consulting company hereinafter referred to as the "Contractor", dated March 19, 2018, and designated "Whatcom County Contract No. 201803009". In consideration of the mutual benefits to be derived, the parties agree to the following:

WITNESSETH

WHEREAS, the County has entered into an agreement with the Contractor dated March 19, 2018, to assist in updating and broadening the scope of the 1999 Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP); and,

WHEREAS, the Contractor is helping to guide the planning process in close coordination with the Floodplain Integrated Planning (FLIP) Team, the FLIP Steering Committee, and Whatcom County staff; and

WHEREAS, additional specific support needs have been identified to further the work of the FLIP Team and Steering Committee and to produce deliverables required under the Washington State Department of Ecology Proviso grant funding; and

WHEREAS, the Contractor has delivered a quality product and has been responsive thus far to the County's needs; and

WHEREAS, the County has requested the Contractor to perform additional services and desires to revise the scope of work, contract amount and contract expiration date.

NOW, THEREFORE, County and Contractor agree to modify the Agreement as follows:

1. SCOPE OF SERVICES

The scope of services is amended to include the additional Scope of Services described in Exhibit A-5, attached hereto and incorporated herein by reference.

2. PERFORMANCE

As consideration for the services provided by the Contractor, the County agrees to reimburse the Contractor for additional services rendered under this amendment at a sum not to exceed $606,500 DOLLARS based on the cost breakdown detailed in Exhibit B-5, attached hereto and incorporated herein by reference. The revised contract amount is $1,199,700.

3. TIME SCHEDULE

The duration of this Agreement shall be extended to December 31, 2024.

This Amendment shall be made part of W.C. Contract No. 201803009 by and between Whatcom County Flood Control Zone District and Herrera Environmental Consultants. Unless

specifically stated herein, all other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Whatcom County and Herrera Environmental Services have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 2022.

CONTRACTOR INFORMATION:
Herrera Environmental Consultants
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121

Contact Name: Mark Ewbank
Contact Phone: (206) 787-8266
Contact FAX: (206) 441-9108
Contact Email: mewbank@herrerainc.com

CONTRACTOR:
Herrera Environmental Consultants

_____
Mark Ewbank, Vice President

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

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 Flood Control Zone District:

By: _____
Satpal Sidhu, Whatcom County Executive, acting for the Whatcom County Flood Control Zone District Board of Supervisors

Exhibit A-5
Scope of Work

I. Background

Whatcom County is preparing a major update to its Comprehensive Flood Hazard Management Plan for the Lower Nooksack River, encompassing approximately 36 miles of the river from the confluence of the North and South forks near Deming to the river mouth in Bellingham Bay. The plan update is a collaborative effort with affected governments and stakeholders representing these interests. Reach-scale floodplain management strategies and project concepts will be developed for actions that reduce flood risk, advance salmon habitat protection and restoration, and provide for restored habitat processes to the extent practicable, while sustaining adjacent floodplain land uses. A consultant team led by Herrera Environmental Consultants (Herrera) is assisting the County in this integration effort, including steering committee facilitation and coordination, alternatives analyses, outreach and coordination with planning participants, conceptual engineering design, and plan compilation. This scope of work describes additional services that the Herrera team will provide through December 2024 to continue coordinating with the Nooksack River Floodplain Integrated Planning Team (FLIP Team) and the FLIP Steering Committee, and integrating input from a habitat assessment, geomorphic assessment, hydraulic analysis and floodplain mapping, and stakeholder outreach.

The scope of work supplements the work described in Whatcom County contract #201803009, authorized on March 19, 2018, and in Amendment 1 to the original contract, dated August 22, 2018, and Amendment 3 to the contract dated October 23, 2019. Amendments 2 and 4 were contract extensions and did not include scope of work supplements.

II. Statement of Work

Herrera and its subconsultants, which include Northwest Hydraulic Consultants, Applied Geomorphology Inc., Watershed Science and Engineering, Wheeler Consulting Group, and Cramer Fish Sciences) will perform the services described in the following tasks. Adjustments to the focus and level of effort may be needed as task work proceeds in coordination with County staff and the FLIP Steering Committee to provide the most value. The task numbering used in this amendment follows in sequence with tasks already established on the contract.

Task 10 – Side Channel Enhancement Support

An early action project that is being moved forward involves enlarging the inlet to a Nooksack River side channel adjacent to the Twin View Levee near the city of Everson. Herrera and its subconsultants will assist with design, permitting, construction, and post-construction monitoring and performance evaluation work for this project. This project will serve as a pilot project to evaluate the effectiveness of sediment removal in promoting side channel development to support the development of long-term solutions for the final plan. This task includes:

- preparation of design plans for construction
- coordinating design development with FLIP Steering Committee members and other regulatory and resource agency representatives
- preparing the necessary permit application materials, and assisting in addressing any

questions and comments that arise during permit review
- preparing a cost estimate for construction
- assistance with oversight of the construction contractor in the field
- evaluating changes in the side channel dimensions after March 2023 to assess how it evolved from its constructed condition through a full wet season, and implications for flood flow conveyance

Task 10 Deliverables:

- Draft and final design plans
- Draft and final application content for a WDFW Hydraulic Project Approval, Whatcom County Shoreline Permit Exemption in the form of a Joint Aquatic Resources Permit Application, and Washington DNR Aquatic Use Authorization
- Draft and final SEPA Environmental Checklist
- Draft and final floodplain habitat assessment memo for Endangered Species Act compliance
- Brief memorandum documenting a "zero rise" hydraulic analysis of project effects on the established 100-year flood water surface elevations
- Written responses to questions and comments from regulatory agencies
- A technical memorandum documenting evolution of the side channel from its constructed condition following a full wet season, including hydraulic and geomorphic analyses to assess implications for changes in river flood flow conveyance in the Everson area and biological analysis of effects on fish habitat.

Task 11 – Support for Flow Split Technical Analyses

During large flood events the Nooksack River overtops its north bank near the city of Everson and overflows to the north, eventually reaching Johnson Creek and the Sumas River in the city of Sumas and the Fraser River in Abbotsford, British Columbia, Canada. This "flow split" is central to developing solutions that balance future flood risk reduction, aquatic habitat protection and enhancement, and maintaining viable agricultural lands in the floodplains. Record flooding in November 2021 highlighted the importance of the flow split, resulting in the FLIP Steering Committee focusing attention on additional technical analysis and communications with stakeholders and the public related to improving the accuracy of a two-dimensional hydraulic model of the river and its overflow corridor and developing conceptual solutions to optimize flow split impacts.

Herrera and its subconsultants will assist Whatcom County and the FLIP Steering Committee with the following types of work in this task:

- Preparing a quality assurance project plan (QAPP) for data and other information sources to be used in work listed below
- Scheduling, developing agendas, facilitating, and preparing notes for frequent Steering Committee meetings
- Assisting with communications to the public, stakeholder groups, and elected officials

- Technical support for the Nooksack River International Task Force
- Updating hydrologic and hydraulic information –
    - Update hydrology for Sumas River and lower Nooksack River tributaries
    - Compile 2022 bathymetric grid for hydraulic model update
    - Update 2D hydraulic model with 2022 bathymetry and land use; calibrate model to observed conditions in February 2020 and November 2021 floods; coordinate with USGS on flows and rating curves
    - Review relationship of flow at Deming/Cedarville gage vs. Main Street in Everson and at Ferndale
    - Evaluate changes in flow threshold for start of overflow at Everson that have occurred in the past 30 years
    - Develop modeling approach for incorporating flow and sediment changes associated with climate change
    - Prepare technical memo documenting these analyses and results
- Alternatives development, analyses, and design –
    - Identification of alternatives in collaboration with FLIP stakeholders and regulatory agencies
    - Preliminary layout and concept design of alternatives
    - Hydraulic modeling of alternatives and evaluation of modeling results to refine alternative configurations for desired effects
    - Preparing documentation to communicate alternatives to the public, stakeholders, and elected officials
- Evaluating aquatic, riparian, and terrestrial habitat conditions and potential effects of alternatives on those habitats
- Other technical analysis as may be requested

This task also includes project management activities including monthly invoicing and progress reporting, coordination with subconsultants, coordination with County staff regarding schedule and priorities, and maintenance of project files.

Task 11 Deliverables:

- Monthly invoices and progress reports
- Notes from project management check-in meetings as applicable
- Steering Committee meeting agendas and notes
- QAPP – draft and final
- Iterative hydrologic and hydraulic model outputs
- Technical memo documenting hydrologic and hydraulic analyses
- Sketches and concept design plans for alternatives
- Conceptual alternatives analysis memorandum – draft and final
- Cost estimates for alternatives
- Presentation content for meetings with FLIP audiences
- Detailed design plans for any alternative(s) carried forward as an early action

Task 12 – Other FLIP Assistance

This task provides a basis for other work that may be needed beyond what is done in Task 11, which may include but not be limited to public and stakeholder communications, technical analyses in mainstem river reaches downstream of Everson, and coordination of complementary work being done by the University of Washington Climate Impacts Group, WRIA 1 drainage-based management planning, and the Whatcom Conservation District. Specific work to be done under this task, and corresponding deliverables and budget allocation, will be further defined in an email describing the scope of work, budget and schedule as needs arise. This work must be approved in writing (email) by the County Project Manager before work can proceed.

Exhibit B-5
Compensation

As consideration for the services provided pursuant to Exhibit A-5, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided in the Rate Schedule provided below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage is to be reimbursed at the IRS rate; lodging and per diem will be reimbursed at a rate not to exceed the GSA rate for the location at which services are provided. Reimbursement for air travel will be at coach rates. Other expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost.

The Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the amended contract amount of $1,199,700. Any work continuing after the completion date of the amended contract, unless otherwise agreed upon in writing, will be at the Contractor's expense.

Herrera Environmental Consultants

8/12/2022

Cost Estimate for Herrera Project No. COMPREHENSIVE FLOOD HAZARD MANAGEMENT PLAN UPDATE 16-06477-000

			Task No.	10	11	12	Total
				Side Channel Enhancement Support	Support for Flow Split Technical Analyses	Other FLIP Assistance	
Herrera Labor based on:	Burdened Labor Rates						
Schedule		Task Start Date		7/1/2022	7/1/2022	7/1/2022	
		Task End Date		7/3/2023	7/3/2023	1/1/2024	
Staff	Title	2022 Burdened Labor Rates					
Avolio, Christina	Engineer V	$225.63		40	180	20	240
Ewbank, Mark	Vice President	$297.53		30	208	20	258
Jackowich, Pamela	Administrative Coordinat	$135.67		3	10	0	13
Marshall, Eric	CAD Technician III	$155.41		20	40	0	60
Mirabile, Tina	Scientist IV	$204.45		36	4	0	40
Matsumoto-Hervol, Makie	GIS Analyst II	$110.11		4	50	0	54
Schmidt, Jennifer	GIS Analyst VI	$217.13		2	160	20	182
Van Orden, Emma	Engineer I	$138.55		0	160	0	160
Johansen, Sally	Project Accountant IV	$140.47		0	12	0	12
			Total Hours per Task	135	824	60	1019
			Subtotal Labor	$29,702	$174,993	$14,806	$219,501
			Subtotal Herrera Labor	$29,702	$174,993	$14,806	$219,501
5%			Escalation on Herrera Labor in 2023	$1,485	$8,750	$740	$10,975
			Escalated Subtotal Herrera Labor	$31,187	$183,743	$15,546	$230,476

Subconsultants

Subconsultant							
Northwest Hydraulic Consultants				$18,824	$312,144	$44,164	$375,132
			Subtotal Subconsultant Cost	$18,824	$312,144	$44,164	$375,132

Travel and Per Diem (PD)

Item	Unit	Unit Cost					
Auto Use	Mile	$0.63		200	1200	0	1400
			Subtotal Travel and Per Diem	$125	$750	$0	$875

Grand Subtotal	$50,136	$496,637	$59,710	$606,483
Grand Total				$606,483

NHC Budget Table (Subcontractor)

	Northwest Hydraulic Consultants										
8/5/2022											
	Staff										
RATES	$ 255.68	$ 230.46	$ 191.89	$ 167.88	$ 138.01	$ 112.81	$ 135.70	$ 141.31	$ 155.91		
LABOR CATEGORIES	Principal T2	Principal T3	Senior Engineer/Scientist 1	Senior Engineer/Scientist 2	Engineer 1	Jr. Engineer/Jr. Scientist	GIS Analyst 1	Sr Document Editor	Contract Administrator	Total Hours	Total Cost
Task 10. Side Channel Enhancement Support											
Provide geomorphic and hydraulic modeling support	6			30		80				116	$ 15,595
Documentation	8			4						12	$ 2,717
QA/QC	2									2	$ 511
Subtotal Cost											**$ 18,824**
Task 11. Support for Flow Split Technical Analyses											
Basin Hydrology Updates for the Sumas and Lower Nooksack Rivers											
Develop HSPF model of the Sumas River	80		20	20	200	120	40	4	1	485	$ 74,938
Update lower Nooksack River hydrology	80		16	16	280	80	24	4	1	501	$ 77,856
Topobathy and RAS 2D Hydraulic Model Updates											
Compile 2022 bathymetric data	12		2				64			78	$ 12,137
Update model with 2022 bathymetry	4				32					36	$ 5,439
Calibrate model to 2020 and 2021 events	80			40	220		16		1	357	$ 59,859
Documentation	16		4		48		8	4		80	$ 13,134
Evaluate changes in flow threshold for start of overflow at Everson from 2006, 2015 and 2022	12				36					48	$ 8,037
Develop modeling approach for incorporating flow and sediment changes associated with climate change	12		12		24					48	$ 8,683
Alternatives Concept Development and Analyses											
Develop model simulations and evaluate alternatives	56				80					136	$ 25,359
Documentation	12				24					36	$ 6,380
QA/QC Modeling and Documentation	12							4		16	$ 3,633
FLIP and NRITF Support											
FLIP Steering Committee meetings and facilitation	18				12					30	$ 6,258
FLIP Team meetings (design charrettes and follow-up meetings)	18				12					30	$ 6,258
Support NRITF planning process	12				8					20	$ 4,172
Subtotal Cost											**$ 312,144**
Task 12. Other FLIP Assistance											
Technical support to be determined/as needed to support FLIP work	20	8	20	20	120	20	4	4	2	218	$ 34,390
Apply calibrated RAS 2D model for Reach 2 modeling tasks	8				56					64	$ 9,774
Subtotal Cost											**$ 44,164**
Total Hours	468	8	74	130	1152	300	156	20	5	2183	
Total Labor Fee	$119,658	$1,844	$14,200	$21,824	$158,988	$33,843	$21,169	$2,826	$780		**$ 375,132**
Direct Charges											$ -
Total Fee											**$ 375,132**

Herrera Environmental Consultants 2022 Hourly Labor Rates

Personnel	Title	Total Hourly Billing Rate
Amtmann, Lindsey	Planner V	$214.94
Avolio, Christina	Engineer V	$225.63
Bartish, Nicholas	Scientist I	$96.37
Blaud, Brianna	Scientist III	$161.72
Chechanover, Julianne	Engineer II	$137.90
Coleman, Marne	Administrative Coordinator III	$97.94
Cortese, David	Engineer III	$192.56
Coughlan, Phil	Vice President	$285.85
Crickmore, Ian David	GIS Analyst IV	$162.34
Cross, Taylor	Engineer I	$107.85
Dhital, Satya	Engineer II	$150.21
Edwards, Tara	Accounting Administrator IV	$181.73
Elrod, Jamie	Engineering Intern	$77.11
Ewbank, Mark	Vice President	$297.53
Fidler, Matthew	Engineer II	$130.91
Fontaine, Matthew	Engineer V	$237.94
Forester, Kate	Landscape Architect IV	$185.16
Foulk, Thea	Engineer I	$138.55
Fox, Michelle	Administrative Coordinator II	$100.14
Garcia, David	Scientist I	$89.96
Gleason, Rayna	Landscape Designer II	$123.61
Harris, Nick	Scientist II	$110.73
Houck, Heidi	Engineer VI	$230.29
Iftner, George	Scientist VI	$218.68
Jackowich, Pamela	Administrative Coordinator IV	$135.67
Jerauld, Katie	Planner I	$102.81
Johansen, Sally	Project Accountant IV	$140.47
Johnson, Rachel	Engineer II	$142.15
Kayser, Gretchen	Engineer III	$176.32
Klara, Matt	Engineer III	$177.76
Lackey, Lacy	Engineer I	$121.11
LeClerc, Joshua	Scientist III	$139.58
MacLennan, Andrea	Scientist IV	$207.26
Maloof, Charles	Project Accountant II	$119.29
Marshall, Eric	CAD Technician III	$155.41
Marston, Charles	CAD Technician II	$104.28
Matsumoto-Hervol, Makie	GIS Analyst II	$110.11
Merten, Christina	Scientist VI	$240.54
Mirabile, Tina	Scientist IV	$204.45
Mitchell, Colleen	Engineer V	$223.23
Mostrenko, Ian	Engineer V	$250.69
Mullen, Meghan	Engineer II	$147.36

Herrera 2022 Hourly Labor Rates (Cont'd)

Nichols, Allison	Engineer II	$150.17
Nyman, Sarah	Accounting Administrator II	$112.44
Ode-Giles, Lauren	GIS Analyst II	$108.02
Parsons, Jeff	Engineer VI	$257.95
Plumb, Riley	Scientist III	$132.93
Prescott, Todd	CAD Technician III	$159.60
Presley, Greta	Scientist IV	$189.75
Rapoza, Danielle	Scientist III	$129.54
Ritchotte, George	Scientist V	$229.78
Rudnick, Tracy	Project Accountant IV	$154.73
Schaner, Neil	Engineer IV	$184.68
Schmidt, Jennifer	GIS Analyst VI	$217.13
Scott, Brian	Engineer IV	$223.23
Siegel, Andrew	GIS Analyst III	$130.47
Spear, Eliza	Scientist III	$170.94
Spillane, Michael	President	$319.60
Stebbing, Rebecca	Scientist I	$92.39
Steger, Josh	Landscape Design Intern	$77.11
Steiner, Camryn	Engineer I	$120.90
Stewart, Rick	Project Accountant III	$130.26
Swanson, Jennifer	Accounting Administrator V	$233.89
Taylor, Randall	Landscape Architect III	$150.48
Van Orden, Emma	Engineer I	$138.55
Vayanos, Stacy	Landscape Architect III	$146.06
Wadkins, Shannon	Administrative Coordinator III	$123.00
Wang, Jennifer	Accounting Administrator II	$115.15
Webber, Mike	Project Accountant III	$129.75
Werner, David	Engineer III	$169.12
West, Carson	Engineer II	$147.26
Witzel, Conan	CAD Technician IV	$161.93
Wood, Theresa	Vice President	$279.71
Wright, Olivia	Engineer III	$189.65
Zhang, Xiaoyu Shawree	Science Intern	$77.11

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Y-12370 Hydraulic Design - Various Fish Passage Projects
Northwest Hydraulic Consultants Inc
12787 Gateway Dr S
Tukwila, WA 98168

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE* 181.81%	Fixed Fee NTE 30.00%	All Inclusive Hourly Billing Rate NTE
Office Administrator	$28.11	$51.11	$8.43	$87.65
Technical Editor	$36.00	$65.45	$10.80	$112.25
Engineer / Scientist 1	$44.26	$80.47	$13.28	$138.01
Senior Technical Editor	$45.32	$82.40	$13.60	$141.31
Principal 2	$82.00	$149.08	$24.60	$255.68
Jr Engineer / Scientist	$36.18	$65.78	$10.85	$112.81
Sr Engineer Technician	$43.85	$79.72	$13.16	$136.73
Contract Administrator	$50.00	$90.91	$15.00	$155.91
Engineer / Scientist 2	$39.00	$70.91	$11.70	$121.61
Sr Engineer / Scientist 2	$53.84	$97.89	$16.15	$167.88
Sr Engineer / Scientist 1	$61.54	$111.89	$18.46	$191.89
Jr Engineering Technician	$26.00	$47.27	$7.80	$81.07
GIS Analyst 2	$33.20	$60.36	$9.96	$103.52
GIS Analyst 1	$43.52	$79.12	$13.06	$135.70
Engineering Technician	$32.00	$58.18	$9.60	$99.78
Sr Project Engineer / Scientist	$75.00	$136.36	$22.50	$233.86
Sr Lab Technician	$35.00	$63.63	$10.50	$109.13

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-486

File ID:	AB2022-486	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/31/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Stryker Corporation and Whatcom County to increase the annual payment for purchase of Advanced Life Support Equipment for the Fifth Paramedic Unit including adding powerload lift equipment to the annual maintenance program in the amount of $121,545/year for the remaining 8 years of the agreement

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract amendment between Stryker Corporation and Whatcom County for the purpose of increasing the annual payment for the purchase of Advanced Life Support Equipment for the Fifth Paramedic Unit as well as the inclusion of 46 PowerLoads into the annual maintenance program in the amount of $121,545/year for the remaining 8 years of the agreement

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, contract amendment, Routing Form, Current vs Restated Graphic

WHATCOM COUNTY
WCEMS
800 E Chestnut, Suite 3C
Bellingham, WA 98225

Mike Hilley
EMS Manager

MEMORANDUM

To: Satpal Sidhu, County Executive

From: Mike Hilley, EMS Manager

Re: Amendment No. 002 (202011055-2) Stryker Contract

Date: August 29, 2022

Enclosed is the draft Amendment No. 002 (WC C#202011055) Stryker Contract

- **Background and Purpose**

Related to: Stryker Corp. Master Agreement Number 2110108727
Whatcom County Contract Number 202011055

Amendment No. 2 is to increase the Stryker Master Contract annualized payments from $523,636.00 to $645,181.43. Total Increase of: $121,545.43. Budget authority was granted at the May 24th County Council meeting.

This contract amendment provides for additional Stryker Medical equipment for the new Paramedic Unit to be placed in Lynden, WA. in the Fall of 2022. This amendment also includes maintenance and service for 46 PowerLoad Units as part of the PowerLoad purchase for the Basic Life Support Agencies.

1. 2 LifePak 15's Defibrillator/Monitors with accessories
2. 1 PowerLoad Lift System (Hard Mount)
3. 1 LUCAS Mechanical CPR System with Accessories
4. 1 Stair Chair Pro with Accessories
5. 2 WIFI Gateway's 4G, (WIFI and Voice)
6. 3 LIFENET Assets (License and Software) (LP15 Communications Software)
7. 46 Units - Maintenance/Service for PowerLoad Lift Systems (46) (8 Years)

- **Funding Amount and Source**

Increased annualized payments for the Stryker ALS360 Program which supports the technology (LifePak 15's Monitors, LUCAS CPR) and the patient movement systems (PowerLoad and Stair Chairs) as part of the 10-year Stryker Lease Program for Capital Equipment ($33,390.24, 130100.6860). In addition, this increase provides maintenance and service agreements for the equipment above (1 through 6) as well as (7) 46 PowerLoad Lift Units ($88,155.20, 130100.6680).

Submitted:

Michael Hilley, Whatcom County EMS Manager

Amendment No.002 to Equipment Schedule No.001 to Master Agreement Number 2110108727

Owner:	**Flex Financial,a division of Stryker Sales, LLC**	**Customer: Whatcom County, Washington**	
Address:	**1901 Romence Road Parkway Portage, MI 49001**	**Address: 800 East Chestnut Street Suite 3C Bellingham, Washington 98225**	

Check if applicable:

X	**Restated equipment:**	**See Part I on attached Exhibit A**
X	**Restated service coverage:**	**See Part II on attached Exhibit A**
	Additional term in months:	
X	**New payment amount:**	**8 Annual Payments of $645,181.43 (Plus applicable sales/use taxes)**

Amendment Effective Date: Signature Date

Amendment proposal valid through last business day of May 2022

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

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

Customer signature	
Signature:	**Date:**
Print name:	
Title:	

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

Exhibit A to Amendment No.002 to Equipment Schedule No.001 to Master Agreement No.2110108727

Customer name: Whatcom County, Washington

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

Part I - Equipment

Current equipment

Model No.	Description	Qty
Ship to:		
6506000000	POWER PRO AMBULANCE COT	54
6.39006E+11	MTS POWER LOAD	7
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	18
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	18
11577-000004	LI-ION CHARGER, STATION, STD POWER CORD	18
21330-001176	BATTERY PACK-LI-ION	54
11171-000082	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT, REF 4481	18
11171-000050	RAINBOW DCIP PED REUSABLE SENSOR, REF 2697,ROHS	18
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	18
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADULT, BAYONET	18
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	18
11577-000002	KIT - CARRY BAG, MAIN BAG	18
11220-000028	TOP POUCH	18
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	18
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	10
11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	10
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	10
11576-000080	BATTERY,LUCAS,DARK GRAY	10
6252000000	STAIR PRO - MODEL 6252	7
6252000000	STAIR PRO - MODEL 6252	2
6506000000	POWER PRO AMBULANCE COT	2
6085033000	PR COT RETAINING POST OPTION	2
7777881669	3 YR X-FRAME POWERTRAIN WRRNTY	2
7777881670	2 YR BUMPER TO BUMPER WARRANTY	2
6506026000	STANDARD COMPONENT 6506PWR PRO	2
6500001430	X-RESTRAINT PACKAGE	2
54030000	DOM SHIP (NOT HI,AKPRGM)	2
6506600000	ONE PER UNIT MANUAL,ENG OPT	2
6500082000	KNEE GATCH/TRENDELENBURG	2
6506038000	STEER LOCK OPTION	2
6092036018	J-HOOK	2
6506127000	POWER LOAD COMPATIBLE OPTION	2
6500028000	SMRT 120V AC NORTH AMERICA	2
6500003130	KNEE GATCH BOLSTER MATRSS,XPS	2
6506040000	XPS OPTION	2
6085046000	RETRCTBLE HDSCTN O2 HLDR OPTN	2
54200994	NO RUNNER	2
6500315000	3 STAGE IV POLE PR OPTION	2
6506012003	STANDARD FOWLER	2
6500130000	BACKREST STORAGE POUCH OPTION	2
6500128000	H/E STORAGE FLAT OPTION	2

Restated equipment

Model No.	Description	Qty
6506000000	POWER PRO AMBULANCE COT	54
639005550001	MTS POWER LOAD	7

99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	18
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	18
11577-000004	LI-ION CHARGER, STATION, STD POWER CORD	18
21330-001176	BATTERY PACK-LI-ION	54
11171-000082	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT, REF 4481	18
11171-000050	RAINBOW DCIP PED REUSABLE SENSOR, REF 2697,ROHS	18
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	18
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADULT, BAYONET	18
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	18
11577-000002	KIT - CARRY BAG, MAIN BAG	18
11220-000028	TOP POUCH	18
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	18
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	10
11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	10
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	10
11576-000080	BATTERY,LUCAS,DARK GRAY	10
6252000000	STAIR PRO - MODEL 6252	7
6252000000	STAIR PRO - MODEL 6252	2
6506000000	POWER PRO AMBULANCE COT	2
6085033000	PR COT RETAINING POST OPTION	2
7777881669	3 YR X-FRAME POWERTRAIN WRRNTY	2
7777881670	2 YR BUMPER TO BUMPER WARRANTY	2
6506026000	STANDARD COMPONENT 6506PWR PRO	2
6500001430	X-RESTRAINT PACKAGE	2
54030000	DOM SHIP (NOT HI,AKPRGM)	2
6506600000	ONE PER UNIT MANUAL,ENG OPT	2
6500082000	KNEE GATCH/TRENDELENBURG	2
6506038000	STEER LOCK OPTION	2
6092036018	J-HOOK	2
6506127000	POWER LOAD COMPATIBLE OPTION	2
6500028000	SMRT 120V AC NORTH AMERICA	2
6500003130	KNEE GATCH BOLSTER MATRSS,XPS	2
6506040000	XPS OPTION	2
6085046000	RETRCTBLE HDSCTN O2 HLDR OPTN	2
54200994	NO RUNNER	2
6500315000	3 STAGE IV POLE PR OPTION	2
6506012003	STANDARD FOWLER	2
6500130000	BACKREST STORAGE POUCH OPTION	2
6500128000	H/E STORAGE FLAT OPTION	2
6500128000	H/E STORAGE FLAT OPTION	2
99577-001957	**LP15,EN,SPO2CO,3L/12L,EX,NIBP,**	**2**
41577-000288	**LP15 ACCRY SHIPKIT,AHA,S**	**2**
11577-000004	**LI-ION CHARGER, STATION, STD P**	**2**
11160-000019	**NIBP CUFF- REUSEABLE,X-LARGE A**	**2**
11160-000013	**NIBP CUFF-REUSEABLE,CHILD, BAY**	**2**
11171-000050	**RAINBOW DCIP PED REUSABLE SENS**	**2**
11577-000002	**KIT - CARRY BAG, MAIN BAG**	**2**
11220-000028	**TOP POUCH**	**2**
11260-000039	**KIT - CARRY BAG, REAR POUCH, 3**	**2**
11171-000049	**RAINBOW DCI ADT REUSABLESENSOR**	**2**
11171-000082	**RC-4, EMS, RAINBOW, PATIENT**	**2**
21330-001176	**LP 15 Lithium-ion Battery 5.7 amp hrs**	**6**
99576-000063	**LUCAS 3, 3.1, IN SHIPPING BOX**	**1**
11576-000060	**LUCAS BATTERY CHARGER,MAINS PL**	**1**
11576-000071	**LUCAS POWER SUPPLY WITHCORD,RE**	**1**
11576-000080	**BATTERY,LUCAS,DARK GRAYY**	**1**
11576-000046	**LUCAS SUCTION CUP DISPOSABLE 3**	**1**
639005550001	**MTS POWER LOAD**	**1**

6252000000	STAIR PRO - MODEL 6252	1
6252027000	FOOTREST OPTION	1
6250021000	HARD PLASTIC ABS SEAT OPTION	1
6250161000	NON-ABSORBANT RESTRAINT OPTION	1
11996-000480	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	2

Part II - Service coverage

Current service coverage

Model No.	Description	Yrs	Qty
71061PT	PREVENT - Power Cot	10	54
11996-000480	ASSEMBLY,GATEWAY,4G,WIFI,VOICE		18
76011PT	PREVENT - PowerLOAD	10	7
78000008	LP15 On Site Prevent w batt	10	18
78000020	LUC On Site Prevent w batt	10	10
73071PT	PREVENT - Stair Chair	10	7
78000171	LIFENET Asset		28
11600-000030	CODE-STAT 11 DATA REVIEWSEAT LICENSE		3
78000171	Lifenet Asset (Per Device)		2
71061PT	Power-PRO Prevent Service	10	2
77100003	Cot Upgrade or Install	10	2

Restated service coverage

Model No.	Description	Yrs	Qty
71061PT	PREVENT - Power Cot	10	54
11996-000480	ASSEMBLY,GATEWAY,4G,WIFI,VOICE		18
76011PT	PREVENT - PowerLOAD	10	7
78000008	LP15 On Site Prevent w batt	10	18
78000020	LUC On Site Prevent w batt	10	10
73071PT	PREVENT - Stair Chair	10	7
78000171	LIFENET Asset		28
11600-000030	CODE-STAT 11 DATA REVIEWSEAT LICENSE		3
78000171	Lifenet Asset (Per Device)		2
71061PT	Power-PRO Prevent Service	10	2
77100003	Cot Upgrade or Install	10	2
78000171	Lifenet Asset (Per Device)		3
78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	10	2
78000020	On Site Prevent for LUCAS 3, v3.1 Chest Compression Patient Straps, (1) Stabilization Strap, (2) Suction Cups, Each Device	10	1
76011PT	Power-LOAD Prevent Service	10	46
77100003	Cot Upgrade or Install	10	2
73071PT	Stair Chair Prevent Service	10	1
76011PT	Powerload from Whatcom 7 8 Years PL * 3	8	3
76011PT	Existing PL 4 at 8 Years	8	4

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	
Division/Program: *(i.e. Dept. Division and Program)*	
Contract or Grant Administrator:	
Contractor's / Agency Name:	

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

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

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

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

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

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

If YES, indicate exclusion(s) below:

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

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

Summary of Scope:

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.

Term of Contract:	Expiration Date:

Contract Routing:

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

Last edited 07/06/20

This slide shows the current inventory assigned to the ALS360 Program

ALS 360

Current Fleet:

Equipment

	Capital product	Qty.	Refresh	Service/data solutions	Qty.
	Power-LOAD® Fastener System	7	7	Wi-Fi/Cellular gateway	18
	Power-PRO™ 2 Powered Ambulance Cot	56	56	LIFENET® Asset	18
	Stair-PRO® Stair Chair	9	9	CODE-STAT™ data review software	-
	LIFEPAK® 15 monitor/defibrillator	18	18	CODE-STAT maintenance subscription	-
	LUCAS® 3, v3.1 chest compression system	10	10	ProCare Services (all Products)	Included
	LIFEPAK 1000 AED	-	-	Accessories and disposables contract	-
	LIFEPAK CR2 AED	-	-	Trade-In Credits	Applied







This is an example of an ALS 360 proposal and is subject to change based on products, timing and terms.

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ALS 360
Restated Fleet:
Equipment

This slide shows the additional equipment for the New Paramedic Unit (M75) and the additional maintenance "ProCare Services" for the PowerLoad systems. This represents the increase of the Annualized payment. ($121,545.43)

	Capital product	Qty.	Refresh	Service/data solutions	Qty.	
	Power-LOAD® Fastener System	8	8	Wi-Fi/Cellular gateway	20	
	Power-PRO™ 2 Powered Ambulance Cot	56	56	LIFENET® Asset	20	
	Stair-PRO® Stair Chair	10	10	CODE-STAT™ data review software	-	
	LIFEPAK® 15 monitor/defibrillator	20	20	CODE-STAT maintenance subscription	-	
	LUCAS® 3, v3.1 chest compression system	11	11	ProCare Services (all Products)	**Power-LOAD Included ***	
	LIFEPAK 1000 AED	-	-	Accessories and disposables contract	-	
	LIFEPAK CR2 AED	-	-	Trade-In Credits	**Applied**	

This is an example of an ALS 360 proposal and is subject to change based on products, timing and terms.

Confidential – do not duplicate or distribute

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-488

File ID:	AB2022-488	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/31/2022	**Entered by:**	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**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 Coastal Geologic Services, Inc., for long-term monitoring of the Birch Bay Drive & Pedestrian Facility in the amount of $284,800

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Long-term permit compliance and mandatory annual maintenance costs are compulsory for the referenced project due to permitting requirements. Annual costs for coastal monitoring are expected to be approximately $57,000. The 5-year cost for the contract requested for approval is $284,800

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Proposed Contract

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

James P Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

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

Through: Jon Hutchings, Director

From: James P Karcher, P.E., County Engineer JPK
Joshua L Cihak, P.E., Engineering Manager JC

Date: August 30, 2022

Re: Birch Bay Drive & Pedestrian Facility; CRP No. 907001
Coastal Monitoring of completed Berm Structure / Beach Improvements
Professional Services Agreement – Coastal Geologic Services Inc.

Enclosed for your review and signature is the above referenced contract between Coastal Geologic Services, Inc. and Whatcom County associated with the Birch Bay Drive & Pedestrian Facility Project; CRP No. 907001. **Note** - the contract is considered **maintenance**, and not capital.

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to enter into a contract with Coastal Geologic Services, Inc. for permit-required, long term coastal monitoring of the berm and beach improvements associated with the Birch Bay Drive & Pedestrian Facility Project.

Background and Purpose
This contract will provide Whatcom County with technical support from Coastal Geologic Services, Inc. for the long-term coastal monitoring of the constructed berm and beach improvements along Birch Bay Drive. The contract will provide for monitoring and reporting annually, and after storm events, in each of the next five years. In addition, scope is included for recommendations on required repairs, or import of additional material, to keep the structure functioning as designed.

Coastal Geologic Services Inc. was chosen as sole source for this contract as they are intimately familiar with the construction of the berm, having been involved in all stages of permitting, design, and construction since 2014. Approval for sole source selection was provided by Administrative Services–Finance on September 23, 2021.

Funding Amount and Source
Long-term permit compliance and mandatory annual **maintenance** costs are compulsory for the referenced project due to permitting requirements. Whatcom County will be using local road funds, transferred in from an existing approved budget source with capacity, for 2022 **maintenance** costs. An ASR will be written up for budget years 2023-2024, with annual costs for the coastal monitoring expected to be approximately $57,000. The 5-Year Cost for the contract requested for approval is **$284,800**.

Please contact Josh Cihak, at extension 6277, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Public Works - Engineering
Division/Program: *(i.e. Dept. Division and Program)*	905900/ Construction
Contract or Grant Administrator:	Joshua L. Cihak, P.E., Engineering Manager
Contractor's / Agency Name:	Coastal Geologic Services Inc.

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: 10862

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):
$ 284,800.00

This Amendment Amount:
$

Total Amended Amount:
$

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

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

Summary of Scope:

Coastal Geologic Services will provide professional coastal geologic services to Whatcom County related to the long term monitoring of the Birch Bay beach improvements including the berm. CGS will perform post-storm evaluation and recommendations for the next 5 years.

Term of Contract: 5 years	Expiration Date: December 31, 2026

Contract Routing:

1. Prepared by: Josh Cihak Date: 8/30/2022
2. Attorney signoff: Christopher Quinn Date: 8/31/2022
3. AS Finance reviewed: M Caldwell Date: 8/30/22
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Last edited 07/06/20

Local Agency A&E Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Coastal Geologic Services Inc.	
Address 1711 Ellis Street, Suite 103 Bellingham, WA 98225	Federal Aid Number
UBI Number 601709100	Federal TIN 91-1781433
Execution Date See Signature Page	Completion Date December 31, 2026
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No
Project Title Birch Bay Drive Pedestrian Facility Beach Monitoring and Maintenance Plan	
Description of Work See Exhibit A: Scope of Work	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☒ Yes ☐ No SBE Participation	Maximum Amount Payable: $284,800.00

Index of Exhibits

Exhibit A Scope of Work
~~Exhibit B DBE Participation~~
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
~~Exhibit E Sub-consultant Cost Computations~~
Exhibit F Title VI Assurances
Exhibit G Certification Documents
~~Exhibit H Liability Insurance Increase~~
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Whatcom County, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Josh Cihak
Agency: Whatcom County
Address: 322 N. Commercial St., Suite 301
City: Bellingham State: WA Zip: 98225
Email: JCihak@co.whatcom.wa.us
Phone: 360-778-6277
Facsimile:

If to CONSULTANT:
Name: Jim Johannessen
Agency: Coastal Geologic Services, Inc.
Address: 1711 Ellis Street Apt 103
City: Bellingham State: WA Zip: 98225
Email: Jim@coastalgeo.com
Phone: 360-647-1845
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Josh Cihak

Agency: Whatcom County

Address: 322 N. Commercial St., Suite 301

City: Bellingham State: WA Zip: 98225

Email: JCihak@co.whatcom.wa.us

Phone: 360-778-6277

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

WHATCOM COUNTY:
Recommended for Approval:

By: _____
Jon Hutchings Date
Department Director

Approved as to form:

By: /s/ Christopher Quinn 8.31.2022
Christopher Quinn Date
Senior Civil Deputy Prosecuting Attorney
By LJC

Approved:
Accepted for Whatcom County

By: _____
Satpal Singh Sidhu Date
Whatcom County Executive

Executed by Whatcom County this _____ day of _____, 20___.

Birch Bay Drive Pedestrian Facility
Beach Monitoring and Maintenance Plan

Scope of Work and Budget

Prepared for: Whatcom County Public Works, Josh Cihak

Prepared by: Coastal Geologic Services Inc.

August 9, 2022

Objective and Introduction

At your request, Coastal Geologic Services, Inc. (CGS) is providing a proposed Scope of Work and fee proposal to satisfy the final monitoring plan (dated 11/29/16) for the Birch Bay beach nourishment area. This monitoring approach follows the monitoring that had been requested and accepted by permit agencies.

The site is the approximately 8,000-FT-long portion of Birch Bay Drive, starting immediately north of the mouth of Terrell Creek and extending north to approximately Cottonwood Drive (Figure 1). The pre-project beach included varying amounts of shore armor, a substantial groin field, several stormwater outfall pipes, and an over-water structure along the previously eroded beach. Beach nourishment occurred over the top of most of those structures with the highest portions of shore armor first removed. Most of the stormwater outfalls were lengthened and/or repaired.

The aim of the monitoring plan is primarily to inform stakeholders of the status of the nourished beach and the overall beach nourishment project. Secondarily, beach monitoring results can be used as a decision-making tool for adaptive management. Finally, the overall monitoring results will be helpful to other large-scale beach nourishment projects in the Salish Sea.

Monitoring Methods

Whatcom County Public Works will complete the annual beach surveying work and provide beach cross-section data Monitoring calls for precision surveying using established benchmarks and monuments. The major monitoring element includes detailed beach profiles spaced generally at 500-FT intervals along Birch Bay Road using project road stationing. Profile locations were modified slightly from the earlier monitoring plan to better sample conditions in the southern, wide nourishment section and on both sides of the restaurant further north. Figure 1 shows the final profile locations. One additional profile will be located to the south of Terrill Creek if access across the locked bridge can be acquired (on private property, owned by Architectural Works LLC)), and another two profiles beyond the northern extent of beach nourishment. The southern-most profile will allow for a control site (to the extent possible) for erosion/accretion trend comparison. The two profiles north of the north project extent would allow for assessing the amount (if any) of nourishment sediment reaching the Rogers Slough mouth.

Sediment sampling was not necessary for this project since there was a lack of forage fish spawning habitat for more than a mile north of the project according to WDFW (WDFW 2016). There has also been a lack of suitable substrate in the project area and surrounding area. We understand that the Lummi Nation is conducting biological/ecological monitoring in the project area beach. The monitoring effort outlined here focuses on the physical parameters of the beach.

CGS will complete beach mapping and observations of the study area as outline below.

CGS Scope of Work

Task 1. Annual Monitoring

Annual monitoring will be carried out starting in summer starting in summer 2022 and annually in 2022 and in subsequent years until Year 5 post-project in 2026. Baseline data will be obtained from the post-project survey work done by Wilson Engineering for Whatcom County in Sep. 2021, which Whatcom County will supply CGS. Whatcom County will conduct annual surveying work and provide beach cross-section data (or full beach surface) data in AutoCAD dwg format to CGS as per the final Birch Bay Beach Monitoring and Maintenance Plan. Beach monitoring will employ methods consistent with those used by CGS to date, which are outlined briefly below. Findings of the annual monitoring will be summarized in an annual monitoring report to be submitted to the project engineers at Whatcom County in the fall of each year. The annual report will include reference to potential indicators of the need for renourishment as listed in the Monitoring and Maintenance plan.

Beach Profiling

Topographic beach profile (cross section) data will be collected by Whatcom County or their agent. Whatcom County will notify CGS in advance of the survey day(s) to allow for coincident field photos collection by CGS. Profiles will extend from the vegetated backshore area down to at least 75 FT waterward of the landward extent of the sand flats (down to +3 to +4 FT NAVD88). This will allow year-over-year comparisons at each profile location. Standard survey methods or other accurate methods will be employed in the field and could include traditional total station survey or RTK GPS survey. The use of established survey control along the roadway (set by others) will be utilized to ensure accuracy. Data will be provided by Whatcom County to CGS in the project coordinate system and datum (NAVD88), in AutoCAD (dwg file) format.

Beach Features

At the same or a similar time to beach profile measurements, CGS will map the berm crest and toe of the gravel-dominated high tide beach by walking the beach with a mapping-grade (or better) GPS. The mapped features will be overlain on a plan view of the nourishment area for comparison year-over-year in the annual monitoring report. This will allow for estimates of total beach volume above the baseline surface to be created.

Ground Photos

Ground photographs will be taken by CGS at beach profile locations looking alongshore in both directions as well as onshore from immediately waterward of the toe of the high tide beach. The photographs are intended to provide a visual assessment of changes in character of the profile and sediment. The photos will be compiled as photo pages to be included in the annual monitoring report.

Another set of approximately 6-9 photo points will be established to capture potential hot-spots of erosion or accretion. These points will be established during the first year of monitoring. On the beach side, photo points will include major infrastructure such as the overwater restaurant and beach access points. Also included will be the landward extent of drainage pipes to capture potential problems with drainage.

Deliverables: Annual monitoring report detailing changes in beach profiles, changes in beach planform as indicated by toe of beach and upper beach lines, photo compilations, and a summary of observed changes and any potential adaptive management issues. All deliverables will be stamped by a Professional Licensed Engineering Geologist (LEG) and/or a Licensed Geologist (LG).

Task 2. Post-Storm Monitoring

Post-storm monitoring will occur after 10-year storm events. CGS will notify the county of the occurrence of such a storm and monitoring will be performed at the County's direction to proceed. Post storm monitoring will involve visual inspection from repeated photos taken by CGS from established and potentially additional photo points with targeted GPS mapping by CGS of erosion hot spots. Field reconnaissance and targeted data collection will be included for comparison of erosion/change indicators as well as to gauge relative risk to infrastructure. Examples include the approximate MHHW line, wrack line, and toe of high-tide beach.

Deliverables: Observations made post-storm will be summarized and sent to the project engineers at Whatcom County in a brief memo, to be submitted within 21 days of the storm event.

Task 3. Potential Adaptive Management Consulting

In the case of a major storm event(s), beach renourishment and related actions may be needed in the future (adaptive management/maintenance). Maintenance would be intended to avoid danger to people, damage to infrastructure, and degradation of nearshore habitats. Possible negative outcomes of substantial beach lowering would be road shoulder damage, coastal flooding, or damage to infrastructure such as stormwater outfalls. Accretion may also result in negative impacts such as blockage of drainage pathways and ponding or flooding landward of Birch Bay Drive. If Whatcom County seeks assistance with these or related damage, CGS would assist through this task.

The anticipated primary maintenance action would be beach renourishment of a portion of the project beach. Renourishment would be planned for the area immediately up-drift and including the area of the problem(s). The amount and timing of maintenance would be decided by the project engineers in conjunction with consultants, Whatcom County staff and other permit agencies. This task will only be utilized at the request of Whatcom County. Each maintenance plan will require individual designs to react to specific conditions as they appear.

Deliverables: Based on results of annual beach monitoring and post-storm monitoring, and discussion with Whatcom County staff, CGS will provide specific adaptive management design advice, which could include design sheets, material descriptions, and quantities. CGS could also assist with identifying or selecting materials and contractors, and provide some construction oversight.

It is anticipated that this monitoring work will conclude in Autumn 2026.

Assumptions for All Tasks

- Topographic beach profile (cross section) data will be collected by Whatcom County or their agent. Data will be provided by Whatcom County to CGS in the project coordinate system and datum (NAVD88), in AutoCAD (dwg file) format.
- Whatcom County will notify CGS in advance of the survey day(s) to allow for coincident field photo collection by CGS.
- The annual report will include reference to potential indicators of the need for renourishment as listed in the Monitoring and Maintenance plan, but specific guidance and consultation on the topic will be subject to Task 3 work, to be approved by Whatcom County.
- No coordination with Lummi Nation is planned.
- CGS will not need to coordinate access with any private landowners.
- It is anticipated that this monitoring work will conclude in Autumn 2026.
- CGS would use normal hourly rates as accepted by WSDOT, to be updated annually.
- A licensed professional will stamp all final deliverables

Cost Proposal

Budget may be shifted between tasks, but shall not exceed the total base budget amount for Tasks 1 to 3 of $56,899 work in 2022. Rates will increase by 5% each subsequent year and therefore costs will increase accordingly. The exact scope of Task 3 work would need to be determined based on the need and in consultation with Whatcom County. A detailed budget breakdown is attached below this summary table. Mileage will be charged at current federal reimbursement rate.

Task Name	2022 Cost
Task 1. Annual Monitoring	**$12,394**
Task 2. Post-Storm Monitoring	**$8,488**
Task 3. Potential Adaptive Management Consulting	**$36,078**
Total (with full task 3)	**$56,960**

ATTACHMENTS:

Exhibit A: Figure 1. final location of beach monitoring profiles

Exhibit B:

Safe Harbor Rates

Detailed budget breakdown



Figure 1. Birch Bay berms 2022-2026 beach monitoring profile locations
Aerial Image Whatcom County 2019.

COASTAL GEOLOGIC SERVICES

Project No.

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey Data shall be provided by Whatcom County.

B. Roadway Design Files

All Civil 3D design files shall be in Civil 3D version 2019 or in a compatible version with what Whatcom County is currently using at the time of the deliverable

C. Computer Aided Drafting Files

All computer aided drafting files shall be in AutoCAD version 2019 or newer file format.

D. Specify the Agency's Right to Review Product with the Consultant

Per Scope of Services, see Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Per Scope of Services, see Exhibit A.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Per Scope of Services, see Exhibit A.

II. Any Other Electronic Files to Be Provided

Per Scope of Services, see Exhibit A. Electronic files shall be in a Microsoft Office compatible version to Whatcom County's current software.

III. Methods to Electronically Exchange Data

Microsoft Outlook of an agreed to FTP site, operated by either the Consultant or Whatcom County.

A. Agency Software Suite
Microsoft Office

B. Electronic Messaging System
Microsoft Outlook

C. File Transfers Format
N/A

See attached

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 31, 2019

Coastal Geologic Services, Inc.
1711 Ellis St, #103
Bellingham, WA 98225

Subject: Acceptance FYE 2018 ICR – Audit Office Review

Dear Rebecca Cayen:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2018 Indirect Cost Rate (ICR) of 149.49% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email **consultantrates@wsdot.wa.gov**.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit B:

CGS 2022 Actual Not to Exceed (ANTE) Table

Birch Bay Drive Pedestrian Facility - Beach Monitoring Actual Not to Exceed (ANTE) Table				
Position	**Salary**	**Overhead**	**Fee (Profit)**	**Total**
		149.49%	**23.5%**	
Prinicpal Geologist	$ 63.15	$ 94.40	$ 14.84	$ 172.39
Senior Coastal Engineer	$ 62.48	$ 93.40	$ 14.68	$ 170.56
Coastal Engineer	$ 48.55	$ 72.58	$ 11.41	$ 132.54
Coastal Geologist	$ 40.00	$ 59.80	$ 9.40	$ 109.20
Operations Manager & Associate Geologist	$ 37.54	$ 56.12	$ 8.82	$ 102.48
CAD Manager & Field Mapping Specialist	$ 37.51	$ 56.07	$ 8.81	$ 102.40
Program Design & Assessment Specialist	$ 31.95	$ 47.76	$ 7.51	$ 87.22
Engineering Assistant	$ 21.24	$ 31.75	$ 4.99	$ 57.98

CGS 2022 Detailed budget breakdown

Birch Bay Drive Pedestrian Facility - Beach Monitoring, 2022 Annual Budget								
	Hours and Expenses							
	Hours Prin Geol JWJ	Hours SCE WC	Hours CE WT	Hours CoaGeo AFM	Hours CAD ADT	Hours AsocGeo RC	Direct Expen.	Task Total Cost
Hourly rates, including overhead	$172.39	$170.56	$132.54	$109.20	$102.40	$102.48		
T1 — Annual Monitoring								***$12,394***
1.1 Field reconnaissance, planning	7			12			$250	$2,767
1.2 Beach Profiling Plotting and Analysis	10			22	14			$5,560
1.3 Report	6			14				$2,563
PM/Admin	5			4		2		$1,504
T2 — Post-Storm Monitoring								***$8,488***
2.1 Field Survey	5			7			$250	$1,876
2.2 Analysis and Memo	12	2	2	18	10			$5,664
PM/Admin	3			3		1		$947
T3 — Adaptive Management (Post-Storm)-Anticipated Maximum Amount								***$36,078***
3.1 Field and planning	16	5	2	12	2		$400	$5,791
3.2 Analysis and design	44	18	15	32	46			$20,848
3.3 Project assistance	18	8	8	8	6			$7,016
PM/Admin	6	3	1	4		3		$2,423
TOTAL for 2022								***$56,960***

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Washington State Department of Transportation specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Document

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Whatcom County
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

Coastal Geologic Services, Inc.

whose address is

1711 Ellis Street Apt 103, Bellingham, WA 98225

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Whatcom County and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Whatcom county

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Signature Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 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 Federal 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.

   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 require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

_____ _____

Signature Title

Date of Execution _____***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/10/2022

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

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

PRODUCER AssuredPartners of Washington, LLC PMB #369, 19689 7th Ave NE, Ste 183 Poulsbo WA 98370	**CONTACT NAME:** Sarah Fish **PHONE (A/C, No, Ext):** 360-626-2961 **FAX (A/C, No):** 360-626-2961 **E-MAIL ADDRESS:** sarah.fish@assuredpartners.com
INSURED 486 Coastal Geologic Services Inc 1711 Ellis St, Suite 103 Bellingham WA 98225	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** Travelers Property Casualty Company of America — 25674 **INSURER C :** The Travelers Indemnity Company — 25658 **INSURER D :** The Travelers Indemnity Company of Connecticut — 25682 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1190725745 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6804H128847	11/24/2021	11/24/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA1R910791	11/24/2021	11/24/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	CUP5P064749	11/24/2021	11/24/2022	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6804H128847	11/24/2021	11/24/2022	[ ] PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WA STOP GAP $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab; Claims Made			EEH591915291	11/24/2021	11/24/2022	Per Claim Aggregate	$1,000,000 $1,000,000

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

The certificate holder is an additional insured per the attached.
Birch Bay Drive Pedestrian Facility Beach Monitoring and Maintenance Plan

CERTIFICATE HOLDER

Whatcom County
322 N. Commercial Street
Suite 301
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

Jessica Sharpe

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to the Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.

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Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s):	**2023**

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection.

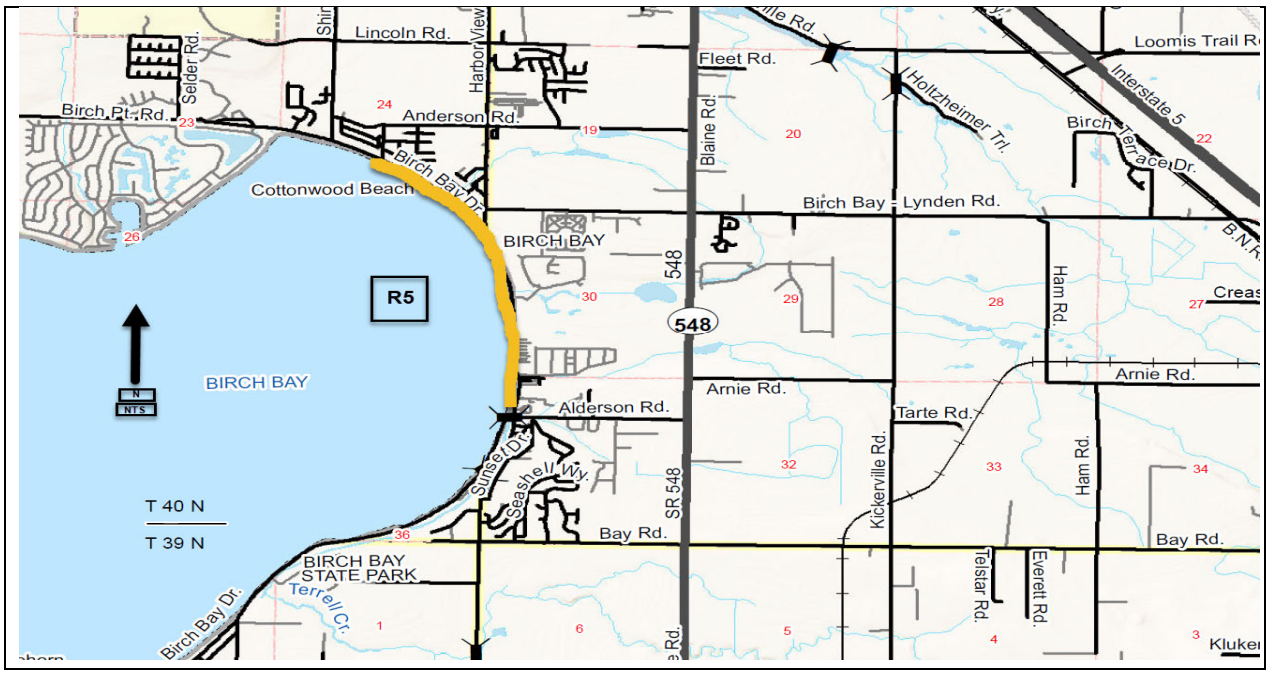
This project is listed **#R5** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W acquisition began in 2016 (100% complete), and permitting is 100% complete. Construction began in December 2019 and was completed in April 2021. .

Total Estimated Project Cost:	$15,291,786
Expenditures to Date:	$14,360,524

Funding Sources:	
Federal	$4,636,786 (STP and TAP)
State	$0
Local	$10,655,000

Environmental Permitting	Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act; NEPA
Right-of-Way Acquisition (Actual)	$1,686,000
County Forces (Estimate)	N/A



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-491

File ID:	AB2022-491	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/31/2022	**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:	09/13/2022			**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 Lydia Place to provide emergency housing for families experiencing unsheltered homelessness in the amount of $107,000 for a total amended contract amount of $707,074

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Amendment

WHATCOM COUNTY
Health Department

Erika Lautenbach, MPH, Director

Amy Harley, MD, MPH, Co-Health Officer
Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Lydia Place – Shelter Grant Contract Amendment #6

DATE: August 11, 2021

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

- **Background and Purpose**

This contract provides year-round funding for four motel rooms to be used as emergency housing for families experiencing unsheltered homelessness as well as a variable number of additional motel rooms to be used on an as-needed basis for families with children who would otherwise experience unsheltered homelessness. A portion of the funds will be used to provide supportive services to help those families exit motel rooms into permanent, stable housing. This amendment increases funding by $100,000 to support additional motel stays and $7,000 in the subsequent increase in indirect costs. Increased funding is provided by dedicated grant funding for these purposes through the Washington State Department of Commerce Emergency Solutions COVID-19 (ESG-CV) Grant.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed $707,074 during this contract period (01/01/2022 – 12/31/2022) and $1,061,996 during the entire contract period (10/01/2020 – 12/31/2022), is provided by the Washington State Department of Commerce Shelter, Consolidated Homeless, and ESG-CV (CFDA 14.231) Grants and local Document Recording Fees. These funds are included in the 2022 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the approved budget.

Please contact Ann Beck, 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.

509 Girard Street
Bellingham, WA 98225-4005
360.778.6000 | FAX 360.778.6001
WhatcomCountyHealth
WhatcomCoHealth

Whatcom County HEALTH Department

1500 North State Street
Bellingham, WA 98225-4551
360.778.6100 | FAX 360.778.6101
www.whatcomcounty.us/health

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number: 202012021 – 6

Originating Department:	85 Health
Division/Program: *(i.e. Dept. Division and Program)*	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Chris D'Onofrio
Contractor's / Agency Name:	Lydia Place

Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?	Yes ☒	No ☐
Yes ☐	No ☒	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202012021	

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#:	14.231

Is this contract grant funded?			
Yes ☒	No ☐	If yes, Whatcom County grant contract number(s):	202009003 / 202008014 / 202107011

Is this contract the result of a RFP or Bid process?					
Yes ☒	No ☐	If yes, RFP and Bid number(s):	20-53	Contract Cost Center:	122900 / 122800 / 122300

Is this agreement excluded from E-Verify?	No ☒	Yes ☐	

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):

$ 954,996

This Amendment Amount:

$ 107,000

Total Amended Amount:

$ 1,061,996

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: This contract provides funding for motel rooms to be used as emergency housing for families experiencing unsheltered homelessness.

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

Contract Routing:				
	1. Prepared by:	JT	Date:	08/23/2022
	2. Health Budget Approval	KR/JG	Date:	08/31/2022
	3. Attorney signoff:	RB	Date:	08/31/2022
	4. AS Finance reviewed:	M Caldwell	Date:	8/31/22
	5. IT reviewed (if IT related):		Date:	
	6. Contractor review:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2022-491	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

Whatcom County Contract Number:

202012021 – 6

WHATCOM COUNTY CONTRACT AMENDMENT

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

AND CONTRACTOR:
Lydia Place
PO Box 28487
Bellingham, WA 98228

CONTRACT PERIODS:

Original:	**10/01/2020 – 12/30/2021**
Amendment #1:	**10/01/2020 – 12/31/2021**
Amendment #2:	**01/01/2021 – 12/31/2021**
Amendment #3:	**08/11/2021 – 12/31/2021**
Amendment #4:	**01/01/2022 – 12/31/2022**
Amendment #5:	**02/01/2022 – 12/31/2022**
Amendment #6:	**10/01/2022 – 12/31/2022**

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

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Scope of Work, to increase the number of households served (from 70 to 80), the estimated duration of service to find permanent housing (from 30 to 45 days) and update reporting requirements.

2. Amend Exhibit B – Compensation, to increase funding by $107,000 to support additional motel stays and the subsequent increase in indirect costs.

3. Funding for this contract period (01/01/2022 – 12/31/2022) is not to exceed $707,074.

4. Funding for the total contract period (10/01/2020 – 12/31/2022) is not to exceed $1,061,996.

5. All other terms and conditions remain unchanged.

6. The effective start date of the amendment is 10/01/2022.

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:

	Kate Robertson, Associate Director	
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Tyler Schroeder, Deputy Executive	Date

CONTRACTOR INFORMATION:

Lydia Place
PO Box 28487
Bellingham, WA 98228
KateR@LydiaPlace.org

EXHIBIT "A" – Amendment #6
(SCOPE OF WORK)

I. Background

The 2021 Whatcom County Point In Time Count confirmed that unsheltered homelessness continues to be detrimental to the wellbeing of families with children in Whatcom County. The Whatcom Homeless Service Center's monthly housing pool reports have shown that the number of families waiting for permanent housing placements, including families living in cars and other places not meant for human habitation, has grown in recent years. Homelessness is a traumatic experience that is associated with a wide range of negative health outcomes; however, there are very few resources in our community dedicated to families who are experiencing homelessness together. This contract provides year-round funding for four motel rooms and additional funding for as-needed motel rooms to be used as emergency housing for families experiencing unsheltered homelessness and also funds supportive services to help those families exit their motel rooms into permanent housing. The shelter provided to these families, as well as the case management services, will allow them to avoid the dangerous conditions of unsheltered homelessness and give them opportunities to connect with services that improve their odds of achieving long term housing stability.

II. Statement of Work

Lydia Place will utilize funding in this contract to make four motel rooms available throughout the year, and more rooms on an as-needed basis to local families with children who are experiencing unsheltered homelessness. The anticipated number of families to be served annually is 80 households. While the families are staying in the motel rooms, they will benefit from supportive services from Lydia Place staff who will help the families identify and overcome their barriers to stable housing.

Lydia Place staff will connect clients to case managers within 48 hours of their referral from Whatcom County's coordinated entry homelessness response system. Weekly meetings between families and Lydia Place staff will outline goals and objectives that are important to the client. The program will strive to find permanent housing within 45 days, although some families will require more time to locate appropriate housing and resolve challenges to housing placement.

III. Program Requirements

A. Client referrals will be issued by the Whatcom Homeless Service Center's coordinated entry homelessness response system. All services will be provided in compliance with:

1. Washington State Department of Commerce Shelter Program Grant Guidelines: https://www.commerce.wa.gov/serving-communities/homelessness/office-of-family-and-adult-homelessness/shelter-program-grant/
2. Washington State Department of Commerce ESG-CV Emergency Solutions Grant Guidelines, including periodic updates to the guidelines which can be accessed at: https://www.commerce.wa.gov/wp-content/uploads/2020/06/Commerce-ESG-CV - Overview.pdf and https://www.commerce.wa.gov/wp-content/uploads/2016/10/hau-esg-guidelines-2017-2019.pdf.
3. Washington State Department of Commerce Consolidated Homeless Grant Guidelines, including periodic updates to the guidelines which can be accessed at: https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhlseufez4flxqv1q6b

IV. Reporting Requirements

The contractor shall submit quarterly reports* utilizing the Interim Housing Facility Report template accessed on the Whatcom County Health Department Housing Program website at the following link: https://www.whatcomcounty.us/DocumentCenter/View/51905/WCHDQuarterlyESreportLPmotelshelter and the WCHD online reporting tool: https://www.surveymonkey.com/r/JKWC27G

Quarterly reports are due April 15th, July 15th, October 15th, and January 15th.

*Contractors will be notified via email of updates to this quarterly reporting template, which will be posted on the website.

Reports will include the following information:

A. Unique households sheltered over the quarter.

B. Number of nights that the four rooms were in use.

C. Length of stay for each household at their time of exit (mean and median).

D. Percent of exiting guests that are enrolled or participated in new activities/programs that have been shown to increase housing retention.

E. Number of exits over the quarter and the destination type for each exiting household.

F. Number of new households that became sheltered over the quarter and the type of housing condition they were in prior to entry to motel room.

EXHIBIT "B" – Amendment #6
(COMPENSATION)

I. Budget and Source of Funding: The source of funding for this contract, in an amount not to exceed $707,074 is the Washington State Department of Commerce Shelter Program, Consolidated Homeless and Emergency Solutions COVID-19 (CFDA 14.231) Grants as well as local Document Recording Fees (DRF). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

*Cost Description	Documents Required Each Invoice	Budget
ESG Funding – Personnel	GL Detail	$13,030
ESG Funding – Operating resources (including office/program supplies, phone service, internet, utilities, etc.)		$1,083
ESG Funding – As Needed Motel Rooms		$300,000
Subtotal		$314,113
**Indirect @ 7%		$21,987
ESG-CV Total		**$336,100**
DRF Funding – Case Management and Supportive Services (Personnel)	GL Detail	$5,358
**Indirect (DRF Funding @ 10%)		$536
DRF Total		**$5,894**
Shelter Grant Funding – Four Annual Motel Rooms (does not include indirect costs)	GL Detail	$81,760
Shelter Grant Total		**$81,760**
CHG Funding – Hotel Leasing and Rapid Re-housing: As-Needed Hotel/Motel Rooms (Room Rental Costs Only)	GL Detail	$241,200
**Indirect (CHG Funding @ 10%)		$24,120
Reimbursement to motels for damages over and above normal wear and tear		$18,000
CHG Total		**$283,320**
TOTAL		**$707,074**

* The Contractor may transfer funds among budget line items in an amount up to 10% of the total budget. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

** In no instance shall indirect costs exceed the amount indicated above.

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above.
2. Contractor shall submit invoices to (include contract/PO#) to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-492

File ID:	AB2022-492	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/31/2022	**Entered by:**	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to award a contract to Squalicum Mountain Ecological Restoration Inc., and enter into a contract for annual maintenance costs for plantings on the Birch Bay Drive and Pedestrian Facility in the amount of $64,617

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The plant mitigation component of the Birch Bay Drive and Pedestrian Facility project is a long-term permit condition. Compliance and mandatory annual maintenance costs are compulsory for this project due to permitting requirements. Annual costs for the planting maintenance are approximately $150,000, and the 4-month cost proposed for the contract award approval is $64,617

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract Award

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

James P Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

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

Through: Jon Hutchings, Director

From: James P Karcher, P.E., County Engineer
Joshua L Cihak, P.E., Engineering Manager

Date: August 30, 2022

Re: Birch Bay Drive & Pedestrian Facility; CRP No. 907001
Birch Bay – 2022 Planting Maintenance
Approval for Contract Award

Attached for your review and signature is the construction contract award package for the above-referenced project. This package includes the approval for contract award, quote tabs/certification, low quote proposal and project narrative.

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to sign the Approval for Contract Award to Squalicum Mountain Ecological Restoration, Inc. for the Birch Bay – 2022 Plant Maintenance Contract. Upon receipt of the signed Approval for Contract Award form, Public Works will submit the construction contract to the County Executive for contract execution.

Background and Purpose
Quotes for the project were opened at 4:00 p.m. on Friday, August 19, 2022. A total of one (1) quote was received, **Squalicum Mountain Ecological Restoration Inc.** having the lowest responsible quote in the amount of $64,617.00. The resulting contract will provide Whatcom County with watering and weeding services in 2022 to maintain the plant mitigation component of the Birch Bay Drive and Pedestrian Facility; CRP No. 907001.

Funding Amount and Source
The plant mitigation component of the Birch Bay Drive and Pedestrian Facility project is a long-term permit condition. Compliance and mandatory annual maintenance costs are compulsory for this project due to permitting requirements. Whatcom County will be using local road funds, transferred in from an existing approved budget source with capacity, for 2022 maintenance costs. An ASR will be written up for budget years 2023-2024, with annual costs for the planting maintenance expected to be approximately $150,000. The 4-month cost proposed for the contract award approval is **$64, 617.00**.

Please contact Josh Cihak, at extension 6277, if you have any questions or concerns regarding the terms of this agreement.

In accordance with W.C.C. 3.08.030, I concur with this recommendation:

Digitally signed by Sara Winger
DN: cn=Sara Winger, o=Whatcom County AS Finance, ou=Senior Purchasing Coordinator, email=swinger@co.whatcom.wa.us, c=US
'Date: 2022.08.31 14:28:20 -07'00
Adobe Acrobat version: 2020.005.30381

Sara Winger

Sara Winger, Senior Purchasing Coordinator — Date

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

James P Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Birch Bay – 2022 Plant Maintenance Contract

APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the Contract as follows:

Project: Birch Bay – 2022 Plant Maintenance Contract

To: Squalicum Mountain Ecological Restoration

In the amount of their quote proposal $64,617.00 including all taxes.

Satpal Singh Sidhu
Whatcom County Executive
Approving Authority

Date

/s/ Christopher Quinn by LJC
Christopher Quinn
Senior Deputy Prosecuting Attorney
Civil Division

8.31.2022
Date

QUOTE

for

BIRCH BAY -
2022 PLANTING MAINTENANCE

DATE: August 19, 2022

TO: Whatcom County Public Works
Engineering Division
322 N. Commercial St. Suite 301
Bellingham, Washington 98225

Gentlepersons:

This certified that the Undersigned has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: **"BIRCH BAY – 2022 PLANTING MAINTENANCE"** Whatcom County, Washington, including the "Quote Procedures and Conditions," "Specifications and Conditions," "Contract Forms," "Construction Plans," and "Appendices," governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum and unit prices as set forth in the "Quote" below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes not included in each lump sum or unit price, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents.

The Undersigned certifies that it is not currently disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).

QUOTE FORM

For

BIRCH BAY –
2022 PLANTING MAINTENANCE

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Water Planting Area	90	MGal	$ 450.00	$ 40,500.00
2	Initial Weed Control	3.50	Acre	$ 1,500.00	$ 5250.00
3	Regular Weed Control	17.50	Acre	$ 500.00	$ 8,750.00
4	Unanticipated Site Work (Force Account)	Est.	Dollar	Est.	$5,000
				Sub Total (Bid Items 1-4)	$ 59,500.00
				Tax (8.6%)	$ 5,117.00
				Bid Total incl. Tax	$ 64,617.00

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0.0% percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: SQUALICUM MTN ECOLOGICAL

Signature of Authorized Official:

Date: 8/16/22

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of August 10, 2022 the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

SQUALICUM MTN ECOLOGICAL RESTORATION (SMER)
Bidder's Business Name

Signature of Authorized Official*

BRAD NEWELL
Printed Name

PRES.
Title

8/18/22 (Date) BELLINGHAM (City) WA (State)

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☑

State of Incorporation, or if not a corporation, State where business entity was formed:

WASHINGTON

If a co-partnership, give firm name under which business is transacted:

BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: SQUALICUM MTN ECOLOGICAL RESTORATION, LLC

Address: 2925 ST CLAIR ST

BELLINGHAM WA 98229

Telephone: 360.961.2512

Contractor's WA Registration Number: SQUALME 918KJ

Contractor's WA UBI Number: 602911920

Contractor's WA Employment Security Department Number: 573162006

Contractor's WA Excite Tax Registration Number: 602 911 920

The firm submitting this proposal is a:

____	Sole Proprietorship
____	Partnership
X	Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

BRAD NEWELL	PRES.

NOTE: Signatures of this quote must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the quote.

QUOTE SIGNATURE AND ADDENDUM ACKNOWLEDGEMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to pay labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the Specifications and Conditions for this project.

Receipt is hereby acknowledged by Addendum(s) No.(s) _____, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) _____

_____ (Seal)

FIRM NAME: Squalicum Mtn Ecological

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 19th day of August, 2022 before me personally appeared Bradley Newell to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

_____

NOTARY PUBLIC, in and for the State of WA
State of Washington, residing at: Bellingham, WA
My Commission Expires: 04/27/2023

SARAH FREDERICK
Notary Public
State of Washington
Commission # 178117
My Comm. Expires Apr 27, 2023

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from Whatcom County will be cause for considering the proposal irregular and for subsequent rejection of the quote.

NON-COLLUSION DECLARATION

BIRCH BAY
2022 PLANTING MAINTENANCE

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities, call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s):	**2023**

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection.

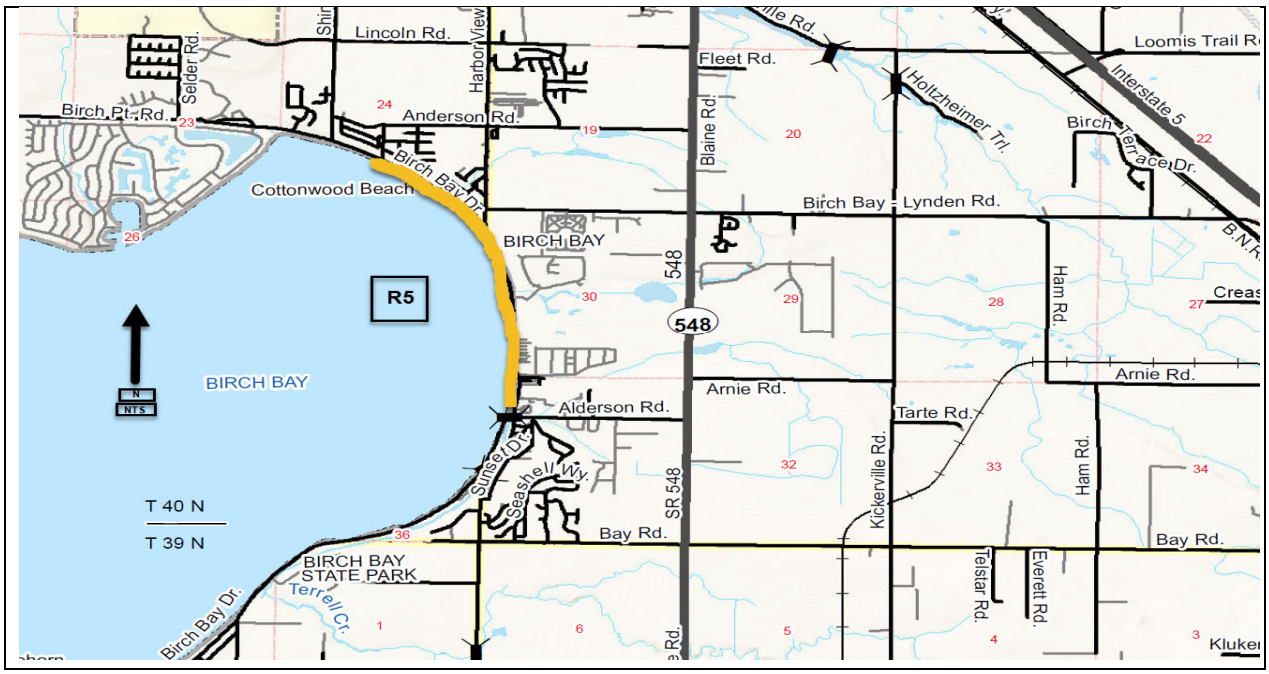
This project is listed **#R5** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W acquisition began in 2016 (100% complete), and permitting is 100% complete. Construction began in December 2019 and was completed in April 2021. .

Total Estimated Project Cost:	$15,291,786
Expenditures to Date:	$14,360,524

Funding Sources:	
Federal	$4,636,786 (STP and TAP)
State	$0
Local	$10,655,000

Environmental Permitting	Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act; NEPA
Right-of-Way Acquisition (Actual)	$1,686,000
County Forces (Estimate)	N/A



Birch Bay - 2022 Planting Maintenance — **Bid Opening August 19, 2022**

ITEM NO.	BID PROPOSAL			ENGINEER'S ESTIMATE		SQUALICUM MOUNTAIN ECOLOGICAL REST.	
	ITEM DESCRIPTION	UNIT MEAS.	APPROX. QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	WATER	MGAL	90	$ 350.00	$ 31,500.00	$ 450.00	$ 40,500.00
2	INITIAL WEED CONTROL	ACRE	3.50	$ 2,500.00	$ 8,750.00	$ 1,500.00	$ 5,250.00
3	REGULAR WEED CONTROL	ACRE	17.50	$ 1,250.00	$ 21,875.00	$ 500.00	$ 8,750.00
4	UNANTICIPATED SITE WORK (Force Account)	DOL	EST	EST	$ 5,000.00	EST	$ 5,000.00
				TOTAL BID AMOUNT (Bid Items 1-4) =	$ 67,125.00		$ 59,500.00
				TAX (8.6%) =	$ 5,772.75		$ 5,117.00
				BID TOTAL INCL. TAX =	$ 72,897.75		$ 64,617.00

I hereby certify that the amounts tabulated herein are correct and accurately represent the amounts contained in the Engineer's estimate and the respective bid proposals opened at 4:00 P.M., August 19, 2022 for the Birch Bay - 2022 Planting Maintenance Project CRP No. 907001.

James P. Karcher 8.30.2022

James P Karcher, P.E. **Date**
County Engineer

STATE OF WASHINGTON)
ss.)
COUNTY of WHATCOM)

LONNI J CUMMINGS License 5641 NOTARY PUBLIC Expires 06-21-2025 STATE OF WASHINGTON

On this day personally appeared before me, James P Karcher, P.E., known to me to be the County Engineer and the person described herein and who executed the within and foregoing instrument on this 30th day of August, 2022

Lonni J Cummings
NOTARY PUBLIC

Residing At Bellingham

My Commission Expires: 6.21.2025

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-494

File ID:	AB2022-494	**Version:**	1	**Status:**	Agenda Ready
File Created:	09/01/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and Bellingham Food Bank for the provision of food purchases in the amount of $500,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into an agreement between Whatcom County and Bellingham Food Bank for the provision of food purchases in the amount of $500,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Contract, Bellingham Food Bank Memo, Funding Request

WHATCOM COUNTY
EXECUTIVE'S OFFICE
County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225

Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Satpal Sidhu, County Executive

THROUGH: Tyler Schroeder, Deputy Executive

FROM: Kayla Schott-Bresler, Strategic Initiatives Manager

RE: Bellingham Food Bank – Whatcom County food purchases (ARPA)

DATE: September 1, 2022

Attached is an agreement between Whatcom County and the Bellingham Food bank for your review and signature.

- **Background and Purpose**

  Food insecurity in Whatcom County is a public health issue and has been exacerbated by the COVID-19 pandemic. With the decline of pandemic public assistance benefits and rising inflation, Whatcom County food banks are seeing significant increases in the numbers of clients served. Food prices are a challenge for households as well as the food bank network. This agreement provides $500,000 to the Bellingham Food Bank to purchase food for Whatcom County food bank customers. The following food banks may be supported through this agreement: 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, Lummi Nation Food Bank, Salvation Army Food Bank, and Bellingham Food Bank.

- **Funding Amount and Source**

  Funding for this Agreement may not exceed $500,000 and is provided by the American Rescue Plan Act. With the adoption of Amendment 12 to the 2021-2022 Budget Ordinance #2020-068, these funds will be included in the 2022 budget.

WHATCOM COUNTY CONTRACT INFORMATION SHEET	Whatcom County Contract No.

Originating Department:	Executive
Division/Program: *(i.e. Dept. Division and Program)*	Non Departmental
Contract or Grant Administrator:	K. Schott-Bresler
Contractor's / Agency Name:	Bellingham Food Bank

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#:	21.027
Is this contract grant funded?					
Yes ☒	No ☐	If yes, Whatcom County grant contract number(s):	ARPA Funding		

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

Is this agreement excluded from E-Verify?	No ☐	Yes ☒	

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):
$ 500,000
This Amendment Amount:
$
Total Amended Amount:
$

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

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

Summary of Scope: This agreement provides funding for the development of childcare capacity for low-income households in Whatcom County.

Term of Contract:		Expiration Date:	12/31/2023

Contract Routing:				
	1. Prepared by:	Kayla Schott-Bresler	Date:	8/26/2022
	2. Attorney signoff:	Christopher Quinn	Date:	8/29/2022
	3. AS Finance reviewed:		Date:	
	4. IT reviewed (if IT related):		Date:	
	5. Contractor approved:	Mike Cohen	Date:	8/31/22
	6. Submitted to Exec.:		Date:	
	7. Council approved (if necessary):		Date:	
	8. Executive signed:		Date:	
	9. Original to Council:		Date:	

Whatcom County Contract No.

SUBRECIPIENT AGREEMENT
Between Whatcom County and Bellingham Food Bank

Bellingham Food Bank, hereinafter called **Subrecipient** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 15,
Exhibit A (Scope of Work), p. 16,
Exhibit B (Compensation), p. 17,
Exhibit C (Certificate of Insurance), p. 18,
Exhibit D (American Rescue Plan Act Subrecipient Agreement), pp. 19 to 23,
Exhibit E (Subaward Information), p. 24
Exhibit F (ARPA Eligibility Memo), pp. 25-27

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 14th day of September, 2022, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2023.

The general purpose or objective of this Agreement is to provide food assistance to households impacted by the COVID-19 pandemic 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 $500,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

Each 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:

SUBRECIPIENT:

Bellingham Food Bank
1824 Ellis Street
Bellingham, WA 98225

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

ML 8.31.22

Mike Cohen, Executive Director Date

Approved as to form:

/s/ Christopher Quinn (Authorized by email 8/29/22)
Christopher Quinn, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

SUBRECIPIENT INFORMATION:

Bellingham Food Bank
1824 Ellis Street
Bellingham, WA 98225

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 that 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:

Christopher D'Onofrio, Program Specialist
Whatcom County Health Department

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

Whatcom County Executive's Office
Kayla Schott-Bresler, Strategic Initiatives Manager
311 Grand Avenue, Suite 108
Bellingham, WA 98225
kschottb@co.whatcom.wa.us

Bellingham Food Bank
Mike Cohen, Executive Director
1824 Ellis Street
Bellingham, WA 98225
mike@bellinghamfoodbank.org

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

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

38.1 Certification of Public Works Contractor's Status under State Law:
If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50

RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

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

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

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

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

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

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

41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed

by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

The pandemic has resulted in increased food insecurity of households throughout Whatcom County. Recent inflation has compounded the needs of families while limiting food banks' ability to purchase needed food. Subrecipient will use funds provided under this agreement to purchase a variety of nutrient-dense foods for distribution to low- and moderate-income households throughout Whatcom County via local food banks.

II. Statement of Work

The Subrecipient will work with other Whatcom County food banks to increase the amount of fresh and shelf-stable nutrient dense foods available to food bank customers impacted by the pandemic. Funding under this agreement will be used to purchase frozen proteins, eggs, vegetables, fruits, milk, and other food items, to be distributed at food banks throughout Whatcom County.

One of the goals of the American Rescue Plan Act (ARPA) is to serve the hardest-hit communities and families. One of the vehicles to do so is to provide food assistance to low- and moderate-income households.

III. Additional Considerations

Subrecipient shall draw funds under this agreement for food purchases ahead of other agreements with the County for similar purposes.

Subrecipient shall provide the County with a final report showing the amount of food purchased with funding under this agreement and through which food banks such food was distributed during the contract period.

EXHIBIT "B"
(COMPENSATION)

Funding, in the amount of $500,000 will be disbursed on a reimbursement basis to the Bellingham Food Bank (Subrecipient). Funding will be provided by the American Rescue Plan Act Fund. All funds shall be used for direct food costs; no staffing or indirect is eligible under this contract.

Subrecipient will send invoices for Project expenses monthly to:

Whatcom County Executive Office
311 Grand Ave, Suite 108
Bellingham, WA 98225

Invoices will include copies of receipts or paid invoices detailing the amount and description of food purchased as well as GL reports providing a general accounting of all food purchased. Invoices should reference the Whatcom County assigned contract number. Invoices shall be submitted to Whatcom County for each month during the contract period.

All invoices must include an attestation from the Bellingham Food Bank certifying that all food purchases under this agreement were distributed to persons who are low-to-moderate income (300% Federal Poverty Level or below) and/or negatively impacted by the COVID-19 pandemic.

Funds will be made available by immediately upon execution of this Agreement and will be disbursed within 30 days following receipt of invoice and for reimbursement of Project expenses only.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

"Exhibit D"

American Rescue Plan Act Funding
Subrecipient Agreement

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

1. COMPLIANCE WITH LAWS

A. The Subrecipient and the County shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to United States Laws, Regulations and Circulars (Federal).

B. The Subrecipient shall comply with the American Rescue Plan Act of 2021, PL 117-2, Section 9901 regarding allowable expenditures. (The Subrecipient shall also comply with all federal guidance regarding the Coronavirus State and Local Fiscal Recovery funds, including the Final Rule at 31 CFR Part 35 and U.S. Treasury FAQs.

C. The Subrecipient shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

D. Other federal regulations applicable to this award include:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R., Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) 0MB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 80 (including the requirement to include a term or condition in all lower tier covered transaction (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.

(vi) New Restrictions on Lobbying, 31 CFR Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC§§ 4601-4655) and implementing regulations

(viii) Generally applicable federal environmental laws and regulations.

E. The Subrecipient shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

F. The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of Services under this Agreement. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis or age in programs or activities receiving federal financial assistance; and

(v) The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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

G. Subrecipient must disclose in writing to Department of Treasury, or the County, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

H. Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

I. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving.

J. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

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

(i) A member of Congress or a representative of a committee of Congress;

(ii) An Inspector General;

(iii) The Government Accountability Office;

(iv) A Treasury employee responsible for contract or grant oversight or management;

(v) An authorized official of the Department of Justice or other law enforcement agency;

(vi) A court or grand jury; or

(vii) A management official or other employee of Subrecipient, contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

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

L. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts program, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067.

M. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient, Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

N. Subrecipient acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with assurances contained in sections J, K, L and M herein-above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

2. ACKNOWLEDGEMENT OF FEDERAL FUNDS

Grant Funds paid out under this Agreement are made available and are subject to Section 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021. From and after the effective date of this Agreement, the Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statement(s):

This project was supported, in whole or in part, by American Rescue Plan Act funding awarded to Whatcom County by the U.S. Department of Treasury.

3. REPAYMENT OF FUNDS TO THE COUNTY

A. The Subrecipient shall return Grant Funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events: (a) if overpayments are made by the County; or (b) if an audit of the Services by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by 42 USC § 803(c)(I), 31 CFR Part 35, U.S. Treasury FAQs, the U.S. Department of the Treasury, the County, state law, or this Agreement. In such a case, the County shall make a written demand upon the Subrecipient for repayment, and the Subrecipient shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand.

B. No exercise by the County of the right to demand repayment of funds from the Subrecipient shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of the Treasury.

C. The Subrecipient is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

4. NONDISCRIMINATION AND EQUAL OPPORTUNITY

A. General Provisions
Subrecipient shall make the facilities available to the public in a manner that assures fair, equal, and non-discriminatory treatment to all persons without regard to race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability. No personnel shall be refused service, be given discriminatory treatment, be denied any privilege, use of facilities, or participation in activities on account of race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability, nor shall any person be required to participate in any religious worship, exercise, or instruction. The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction.

B. Equal Access to Housing Regardless of Sexual Orientation or Gender Identity
Subrecipient shall abide by all provisions of the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender 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.

5. DOMESTIC PREFERENCES FOR PROCUREMENTS

Domestic Preference for Procurements

As appropriate, and to the extent consistent with the law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. *Definitions.* As used in this clause, the terms backhaul: covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –

B. *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the subrecipient and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds form the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. *Exceptions.*

i. This clause does not prohibit subrecipients from providing –

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; and

ii. Are *not used* critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. *Reporting Requirement.*

i. In the event the subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the subrecipient is notified of such by a subcontractor at any tier or by any other source, the subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days or submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. *Subcontracts.* The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

7. RECORDS MAINTENANCE

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

The Subrecipient shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Subrecipient shall retain such records for a period of five (5) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

"Exhibit E"
ARPA SUBAWARD INFORMATION

	Item Description	Contract Information
1	**Subrecipient Name (Exactly as listed in DUNS): www.SAM.gov**	Alternatives to Hunger DBA Bellingham Food Bank
2	**Subrecipient DUNS Number: www.SAM.gov or Unique Entity ID**	SYBCLXUJEYX7
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:**	September 14, 2022-December 21, 2023
6	**Amount of Federal Funds Obligated by this action:**	$500,000
7	**Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (current and past obligations):**	$500,000
8	**Total Amount of the Federal Award committed to the subrecipient through Whatcom County:**	$500,000
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**	Full drawdown of contract or expiration of contract

Exhibit F

MEMORANDUM TO FILE

FROM: KAYLA SCHOTT-BRESLER, WHATCOM COUNTY STRATEGIC INITIAITVES MANAGER, EXECUTIVE'S OFFICE

DATE: September 1, 2022

RE: AMERICAN RESCUE PLAN ACT - DETERMINIATION OF ELIGIBLE USE for FOOD ASSISTANCE

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 food assistance. Specifically, the Final Rule on page 4359 reads *"The interim final rule included an enumerated eligible use for food assistance…Treasury is maintaining this enumerated eligible use without change. Recipients may, as was the case under the interim final rule, administer programs through a wide range of entities, including nonprofit and for-profit entities, to carry out eligible uses on behalf of the recipient government."* In companion guidance to the Final Rule, Treasury states that food assistance to low- or-moderate income households and/or households that experienced increased food insecurity as a result of the pandemic are eligible to receive food assistance.

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

The final rule offers guidance on p. 4359 (Section 3a) identifying food assistance as an eligible use to provide assistance to households or populations who faced negative economic impacts due to COVID-19.

Page 4359 states "*Recipients may presume that a household or population that experienced unemployment, experienced increased food or housing insecurity, or is low or moderate income experienced negative economic impacts resulting from the pandemic, and recipients may provide services to them that respond to these impacts, including these enumerated eligible uses.*"

Page 4447 defines moderate-income households (the upper limit for receiving assistance) as those with incomes at or below 300 percent of the Federal Poverty Guidelines for the size of its household based on poverty guidelines

published most recently by the Department of Health and Human Services or those with incomes at or below 65 percent of the Area Median Income for its county and size of households based on data published most recently by the U.S. Department of Housing and Urban Development.

Treasury states on p. 32 of the "Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule" that a self-attestation is sufficient for demonstrating a household experienced increased food insecurity as a result of the pandemic.

Section 2: Summary of Impacted Community

Food insecurity in Whatcom County is a real and concerning 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 was more than 100% busier in May 2022 than it was in February 2020 and the Foothills Foodbank has seen a 55% increase in households served since March 2021. The network of food banks in Whatcom County are now supporting 5,000 households each week. Many Whatcom County food banks are regularly running out of foods like eggs, milk, and frozen proteins. 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.

Page 4358 of the Federal Register asserts that low- and moderate-income households report much higher rates of food insecurity and hardship compared to households with higher incomes.
Each Whatcom County food bank participates in the Emergency Food Assistance Program (EFAP) through the Washington State Department of Agriculture. This program requires households to self-declare that they are not able to purchase enough food for their subsistence (and are thus food insecure). The Washington State Department of Agriculture precludes the gathering of documentation demonstrating food insecurity in an effort to reduce stigma and remove barriers to accessing food assistance. Under EFAP, by walking in the door of the food bank, families are "self-attesting" that they are food insecure, and thus meet the requirements for assistance under the American Rescue Plan Act. In order to not jeopardize other state and federal funding for food assistance, Whatcom County will follow the practice of the Washington State Department of Agricultural and thus will not require written documentation on individual household eligibility.

In companion guidance to the Final Rule, Treasury states that food assistance to low- or-moderate income households and/or households that experienced increased food insecurity as a result of the pandemic are eligible to receive food assistance. The data above shows the dramatic affects the pandemic has had on the number of food bank customers and further demonstrates that households visiting the food bank, as a class, were severely impacted by the pandemic and its economic consequences.

Self-attestations regarding food insecurity, when combined with the above data indicating the pandemic drove significant numbers of additional households to seek food assistance, allows Whatcom County to designate all

households visiting a Whatcom County foodbank as a COVID-19 "impacted population" and thus eligible for ARPA-funded food assistance.

Section 3: Summary of Proposed Uses

This proposed use of funds will enable Whatcom County Food Banks, through a contract with the Bellingham Food Bank, to purchase additional food for impacted households within Whatcom County. Purchased food will include frozen proteins, fresh fruits and vegetables, dairy items, eggs and other nonperishable stables.

Issue Date 5/21/2022 Cert #:0000025698

Non Profit Insurance Program

Certificate of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUE 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 be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	**GENERAL LIABILITY** **American Alternative Insurance Corporation, et al.** **AUTOMOBILE LIABILITY** **American Alternative Insurance Corporation, et al.** **PROPERTY** **American Alternative Insurance Corporation, et al.** **MISCELLANEOUS PROFESSIONAL LIABILITY** **Princeton Excess and Surplus Lines Insurance Company**
INSURED	
Alternatives to Hunger 1824 Ellis Street Bellingham, WA 98225	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	PER OCCURRENCE	$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	$5,000,000
				PERSONAL & ADV. INJURY	$5,000,000
(LIABILITY IS SUBJECT TO A $250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT	$5,000,000
(LIABILITY IS SUBJECT TO A $250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	ALL RISK PER OCC EXCL EQ & FL	$75,000,000
				EARTHQUAKE PER OCC	$1,000,000
				FLOOD PER OCC	$1,000,000
(PROPERTY IS SUBJECT TO A $250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-13	6/1/2022	6/1/2023	PER CLAIM	$5,000,000
(LIABILITY IS SUBJECT TO A $250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	$40,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Evidence of coverage only.

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.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Whatcom County 316 Lotte St. Bellingham, WA 98225	

Memo

To: Executive Sidhu, County Executive
From: Mike Cohen, Executive Director--on behalf of Whatcom Food Bank Network
Re: ARPA Request for Food Security
Date: July 24, 2022

A request was put forward to County Council to authorize $500,000 of the County's ARPA award for Whatcom County food banks to use for food purchases. This represents a small portion of the County's overall award and comes at a time when food bank demand has never been higher and is on a steep incline. This memo attempts to answer some of the questions that have been raised since the initial request and to frame the conversation that will occur on July 27, 2022.

Food Insecurity is Growing

Soon after the onset of COVID-19, food insecurity across the nation, state, and county grew dramatically. Throughout the pandemic news stories showed long food lines across the country as people lost work, supply chains were compromised, food and essential supply hoarding occurred, and the nation and state moved through a variety of public health advisories encouraging people to stay at home. Food banks in Whatcom County were forced to alter their practice of distributing food, but did not close during the pandemic, exemplifying the concept of essential workers. The University of Washington/Washington State University food security surveys and accompanying briefs showed two critical trends—food insecurity grew dramatically during the pandemic and grew disproportionately for people of color. Pandemic benefits such as pandemic EBT and the child tax credit provided some welcome relief for families and food bank visits. However, that relief was short lived.

Whatcom County Food Bank Visits

Whatcom County food banks had a similar experience to many food banks across the state. An already busy network of food banks saw visits grow. It is important to know that most of the food banks in Whatcom County are lean and efficient. Most have less than one paid full time equivalent employee, rely on volunteers and donated food, and receive little governmental support relative to other basic needs providers. Additionally, most of the food banks in the network are rural, making it more expensive for them to access food and more expensive for food bank families to access due to the costs associated with getting to the food banks.

The table below illustrates steady increases before and during the pandemic. In state fiscal year 2022 we experienced massive growth in visits due to the end of pandemic benefits, a struggling economy and massive inflation that is impacting us all.

Annual Food Bank Visits

2018	350,805
2019	377,260
2020	389,237
2021	399,461
2022	469, 422

Current Needs

The increase in visits come at a time when many of the food bank network's sources of free food are flat or decreasing. All food banks report that Food Lifeline and Northwest Harvest, two

statewide food distributors, are struggling to provide the volume and variety of food they were pre-pandemic. The current state and forecast for the USDA commodity food program is pitiful. The 2023 commodity food program will bring 1/3 the food it brought to Whatcom County in 2021. The only way to make up for the increased demand and reduction in free food is for the network to increase its food purchasing.

A recent survey of food banks found that each food bank could spend between $8,000 and $15,000 a month on food if they had the funding. Bellingham Food Bank, the largest in the county, is spending in excess of $300,000 a month on food. The food banks purchase food from a variety of Washington based wholesalers and food banks buy a diverse mix of perishable and non perishable foods. All food banks report needed assistance buying foods a basic and critical as milk, eggs, frozen protein, assorted dairy items, fresh and canned fruits and vegetables, and baby food. It's important to know that each food bank's specific needs are as diverse as the communities they serve. Additionally, the free food that is available from the sources discussed above change each week and month so the food that needs to be purchased is also always changing. We may not know exactly what we would purchase with a $500,000 ARPA allocation, but we do know the food we would purchase is critically needed by the thousands of community members that visit us each day we are open.

Whatcom County food banks never turn people away. But, when we cannot purchase even the basics we would like, families leave with many critical items missing from their food bank shopping experience. Below are some quotes of how food banks manage demand that outpace our food inventory.

What happens if we don't have enough? We won't turn anyone away but the choices they currently have won't be there, we might have to return to limits, some items might not be available every week (eggs).--Everson Nooksack Valley Food Bank

We run out of items pretty regularly. I try to spread out high-demand, limited quantity products throughout a distribution so there's "good stuff" regardless of when a guest can make it in to shop. We also have to limit quantities of how much a household can take, and conversations surrounding why we can't offer more of a particular item that a family could really use, yet has limited access to, are always difficult. There are a lot of gaps in our shelving that didn't exist 8 months ago, and we didn't have to limit what we distributed. –Foothills Food Bank

If prices continue to increase and we can anticipate demand rising as well, we will need to begin cutting our families distributions by 25%. We will never turn folks away, but will need to reduce the amount each receives.—Ferndale Food Bank

The food bank network has a history of working well together. If the county agrees to allocate $500,000 for food purchases we are confident we can reach consensus, like we have with every other county-wide grant award, on how to allocate the funds. We are more than happy to have any county staff present for those discussions when they happen.

Thank you for your consideration. We look forward to talking with you on Wednesday.

Hunger is Unacceptable

Memo

To: Tyler Shroeder, Deputy County Executive
From: Mike Cohen, Executive Director
Re: American Rescue Plan Act Request
Cc: Whatcom County Council
Date: June 29, 2022

On behalf of a network of food banks supporting food insecure people in Whatcom County we are following up on the presentation we made to Whatcom County Council on June 21, 2022. During the meeting our request for $500,000 of ARPA funds for food purchases was discussed. This memo describes how the funds would be used if a contract is issued and attempts to answer as many questions as possible regarding the use of those funds.

Need. Food insecurity in Whatcom County is a real and concerning 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 was more than 100% busier in May 2022 than it was in February 2020 and the Foothills Foodbank has seen a 55% increase in households served since March 2021. The network of food banks in Whatcom County are now supporting 5,000 households each week. Many Whatcom County food banks are regularly running out of foods like eggs, milk, and frozen proteins. 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.

The Request. The following food banks are requesting $500,000 in ARPA funds for food purchases:

- 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
- Lummi Nation Food Bank
- Salvation Army Food Bank
- Bellingham Food Bank

The network of Whatcom County food banks requests that $500,000 of ARPA funds be made available for food purchases as soon as possible and that they be available until December 31, 2023.

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. It is worth noting that programs like USDA Commodity Foods program is forecasting massive 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 just $504,400 in food value.

If the food bank network receives a contract to purchase food, it is impossible to outline exactly what will be purchased each week with ARPA funds. Each food bank's needs are different as we all are visited by families with varying food cultures. Additionally, each week we have access to varying types and amounts foods from Food Lifeline, Northwest Harvest, the commodity food program and other sources. We can confirm that the food that will be purchased will be a mix of foods such as frozen proteins, fresh fruits and vegetables, dairy items, eggs and other nonperishable staples. Food banks will be strategic and opportunistic with food purchases looking for good pricing and meeting a particular week or month's most pressing food needs.

We believe using ARPA funds for food purchases is a good and reasonable use of those dollars and will benefit thousands of families struggling with food insecurity brought on by COVID-19. The impact COVID -19 has on local food insecurity is not over and is actually increasing. As food support and other benefits diminish and inflation continues to grow, we anticipate need will continue to grow for many months if not years. An infusion of ARPA funds will help address the current immediate need and give the food bank network and our community an opportunity to strategically address the food insecurity needs that will continue to persist beyond the expenditure of ARPA funds.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-495

File ID:	AB2022-495	**Version:**	1	**Status:**	Agenda Ready
File Created:	09/01/2022	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and The Vida Agency for phase 2 of the communication efforts for the Justice Project in the amount of $146,984 for a total amount of $186,907

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and The Vida Agency for phase 2 of the communication efforts for the Justice Project in the amount of $146,984 for a total amount of $186,907

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Buchanan Memo, Contract Amendment

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

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Council Staff

RE: Contract Amendment for Phase 2 Communications Services for Justice Project

DATE: September 1, 2022

Enclosed is a contract amendment between Whatcom County and The Vida Agency for your review and signature.

- Background and Purpose

Whatcom County issued an RFP for Communications services for the Justice Project to the MRSC Roster in May, 2022. On June 22, 2022, the County entered into a contract with The Vida Agency for Phase 1 of the project, creating a public engagement plan for the Justice Project. The public engagement plan was completed on August 31, 2022, and the project team is ready to proceed with Phase 2, implementation of the public engagement plan. Public engagement on this project will inform the development of the Stakeholder Advisory Committee's needs assessment report.

- Funding Amount and Source

The original contract amount for Phase 1 was $38,923. The contract amendment is for $146,984 for a total amended amount of $186,907. Funding is available through the New Jail Fund.

- Differences from Previous Contract

The timeframe of the proposed contract amendment is extended December 31, 2022. The proposed contract amendment increases the contract by $146,984. Phase 2 will include implementation of the public engagement plan developed in Phase 1.

Please contact Cathy Halka at ext. 5019, if you have any questions.

Encl.

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

WHATCOM COUNTY COUNCIL
FROM THE DESK OF COUNCILMEMBER BARRY BUCHANAN

MEMO

TO: Whatcom County Council

FROM: Barry Buchanan, Councilmember, SAC Chair

DATE: September 6, 2022

RE: Justice Project Consultant Contracts

There are two contracts on the Sept. 13th Council agenda (AB2022-475 and AB2022-495) for consultant services for the Justice Project, and the following provides additional information.

BACKGROUND

The Whatcom County Council adopted a statement of Public Health, Safety and Justice Facility Planning Principles (Resolution 2019-036) to guide the Justice Project. At the project's core, a 38-member Stakeholder Advisory Committee (SAC) was tasked with creating a public health, safety, and justice facility needs assessment. Prior to the pandemic, the county had a contract with HOK (#202001020; $629,694) to lead the project. The project was put on hold and the contract cancelled.

When the project restarted in January, 2020, the planning and leadership teams envisioned a more grassroots process, drawing from county staff expertise, guidance from the Incarceration Prevention and Reduction Task Force, and using consultants for assistance at key points in the project. In an update to Council in the Criminal Justice and Public Safety Committee on April 26, 2022 (AB2022-159), information was presented about the project team and key roles, the anticipated use of consultant teams for meeting facilitation and strategy, report writing, data analysis, communications, and financing models. We are now at the point at which bringing on consultants for assistance is needed to move forward.

CONTRACT (AB2022-475): PROJECT COORDINATION & MEETING FACILITATION

Crossroads Consulting was initially hired to facilitate SAC meetings and assist the Planning Team with overseeing the process (Contract #202111008; $10,000). Project activities were expanded to include work with data teams and Incarceration Prevention and Reduction Task Force (IPRTF) teams as well writing the needs assessment report (Contract 202202018; $39,950).

Proposed Contract #202202018-1 ($111,000) is an amendment to continue to provide facilitation and consultation services to assist the Whatcom County Public Health, Safety, and Justice Initiative and the Stakeholder Advisory Committee. Services include continued project coordination, support for the Planning team and SAC, and work on the needs assessment report. Additional services include surveys of jail inmates and SAC members, meeting facilitation of community forums, and

coordination with communications consultant. Continuing these services throughout the remainder of the Justice Project is critical to the success of the project.

CONTRACT (AB2022-495): COMMUNICATIONS

The Leadership and Planning Team identified project needs for communications to the public to assist the SAC develop a needs assessment that is reflective of community values. Staff issued an RFP to the MRSC Roster for communications services for the Justice Project in May, 2022. The county contracted with The Vida Agency (Contract #202206005; $38,923) for Phase 1 of the project, to conduct discovery activities to inform an engagement approach and create a public engagement plan. The next step is a Phase 2 contract amendment (Contract #202206005-1; $146,984) to implement the public engagement plan, which includes targeted outreach events with tribal nations, immigrant populations, and formerly incarcerated people and their family members. Additionally, the consultant will develop a survey and promote it broadly to the general public through a variety of methods including social media and radio.

SUMMARY

The Planning Team has so far relied on SAC members, IPRTF members, and staff resources to engage the SAC in critical conversations to develop a needs assessment. Reaching out for consultant support on specific elements such as meeting facilitation, project coordination and communications is a cost-effective approach and essential for moving on the project to create a final needs assessment report by the end of the year.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202206005-1

Originating Department:	Executive
Division/Program: *(i.e. Dept. Division and Program)*	
Contract or Grant Administrator:	Tyler Schroeder
Contractor's / Agency Name:	The Vida Agency

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 #: 202206005

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): MRSC Roster Cost Center: 345

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):
$ 38,923

This Amendment Amount:
$ 146,984

Total Amended Amount:
$ 186,907

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:

This contract amendment provides communications consultant services for Phase 2 implementation of the public engagement plan (Phase 1) for the Justice Project.

Term of Contract: 4 months	Expiration Date: December 31, 2022

Contract Routing:

1. Prepared by:	Cathy Halka	Date: 8/16/2022
2. Attorney signoff:	Karen Frakes (by phone)	Date: 8/30/2022
3. AS Finance reviewed:	M Caldwell	Date: 9/1/22
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 07/06/20

Whatcom County Contract No.

202206005-1

Amendment No. 1
Whatcom County Contract No. 202206005
CONTRACT BETWEEN WHATCOM COUNTY AND
The Vida Agency

THIS AMENDMENT is to the Contract between Whatcom County and The Vida Agency, dated June 22, 2022 and designated "Whatcom County Contract No. 202206005". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through December 16, 2022, and increases the maximum consideration by $146,984 to a total consideration of $186,907 .

This Amendment adds the Phase 2 Scope of Work to Exhibit C as attached.

This Amendment adds the Phase 2 Compensation to Exhibit D as attached.

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: September 13, 2022, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and The Vida Agency have executed this Amendment on the date and year below written.

DATED this _____ day of September, 2022.

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

CONTRACTOR:

CONTRACTOR NAME

_____
AMALIA MARTINO, FOUNDER & PRESIDENT

CONTRACTOR

Amalia Martino, Founder & President

10016 Edmonds Way, Ste C-186
Edmonds, WA 98020

Contact Name: Amalia Martino
Contact Phone: 206-850-5704
Contact Email: amalia@thevidaagency.com; legal@thevidaagency.com

WHATCOM COUNTY:

Recommended for Approval:

_____
Department Supervisor Date

Approved as to form:

_____
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

EXHIBIT "C"
(SCOPE OF WORK PHASE 2)

In accordance with the final public engagement plan from Phase One of the project, the following elements will be included in the scope of Phase Two:

PHASE TWO: Engagement Implementation
Term: Five Months (est. September 1, 2022 – December 16, 2022)
Assumptions

- Virtual meetings
- All deliverables will undergo two (2) rounds of edits
- Engagement Plan will be provided to the SAC and County Council for review and feedback via email and does not require a formal presentation by TVA

Project Management
The Vida Agency will provide project management, which includes the following:

- Work planning
- Bi-weekly virtual project check-in meetings with your Team throughout the term
- Meeting prep and documentation: agenda, materials, and notes
- Monthly progress report and invoice

Task One: Survey
The Vida Agency will plan, design, and implement a survey in English and Spanish. Surveys will be administered via Qualtrics. Survey results will be analyzed to be included in the SAC Needs Assessment. Activities under this task include:

- Draft survey questions (in English) for County review
- Finalize survey questions with feedback and approval from County
- Transcreate final questions into Spanish
- Build Surveys (English and Spanish) in Qualtrics
- Provide survey QR code
- Include promotions of an open house / town hall (hosted by others) in conjunction with survey promotions.

Task Two: Creative
The Vida Agency will develop a series of creative assets to support implementation of the approved public engagement plan. in collaboration with the County project manager. Work under this task includes:

- One (1) creative brief that includes overarching messaging per audience and tactic specific messaging:
    - Will guided design of all materials and assets moving forward
- Informational Material in English and Spanish:
    - One (1) project fact sheet
    - One (1) survey recruitment flyer
- One (1) digital outreach packet (up to 5 pages) for community partners to utilize, packet may include: project fact sheet, survey recruitment flyer, and social media images
- Promotional Assets in English and Spanish:
    - Digital and social media graphics as required by tactics in approved Public Engagement Plan

Task Three: Media and Digital
The Vida Agency will implement the local and multicultural media ad buys according to the approved Public Engagement Plan. Work under this task includes:

- Drafting one (1) press release in English for Whatcom County PIO to distribute
- Placing ads in local and multicultural media
- Running ads on social media or providing instruction to Whatcom County to run social ads from County accounts
- Administrating digital media ads

Task Four: Direct Outreach
The Vida Agency will schedule, plan logistics, staff and facilitate direct outreach according to the approved Public Engagement Plan. Work under this task includes:

- A minimum of two (2) and up to three (3) Informal Gatherings with Tribal Nations
- Up to ten (10) Informal Interviews with Tribal Nations Elders
- A minimum of one (1) and up to two (2) Listening Sessions with Immigrant Populations
- A minimum of five (5) and up to ten (10) Informal Interviews with Immigrant Population Leaders
- Two (2) in-person sessions and up to two (2) virtual "Lunch and Learn" sessions or similar outreach efforts suited to the following groups
    - formerly incarcerated people
    - family members of formerly incarcerated.

  Note: Target groups in these categories and associated outreach efforts can be replaced with mutually agreed upon groups and activities as needed.
- Contacting Community Based Organizations to invite them to partner on this effort for recruiting to sessions above and promotion of survey.

Task Five: Reporting
The Vida Agency will provide the following reports to the County according to the approved Public Engagement Plan. Summary reports provided will reflect the categories outlined in the public engagement plan and provide details of community opinion and priorities. Work under this task includes:

- Weekly updates via email once engagement begins
- One (1) Survey Findings Summary
- One (1) Public Engagement Summary

EXHIBIT "D"
(COMPENSATION PHASE 2)

PHASE TWO:
In consideration of the Phase Two services performed under the terms of this contract, the contractor will be paid a total amount not to exceed $146,984 as further described in the following chart:

TASK	DETAILS	COST
1: Survey	One digital survey in English and Spanish, including: • Draft survey questions (in English) for County review • Finalize survey questions with feedback and approval from County • Transcreate final questions into Spanish • Build Surveys (English and Spanish) in Qualtrics • Provide survey QR code	8,520.60
2: Creative	• Messaging • Informational Material in English and Spanish, including: o One (1) Project Fact Sheet o One (1) Survey Recruitment Flyer • Project Landing Page in English and Spanish • Media and social media graphics in English and Spanish • CBO Digital Outreach Packet in English and Spanish	15,869.60
3: Media and Digital	Local and multicultural media ad buys and social/digital media in English and Spanish , including: • Drafting one (1) press release in English for Whatcom County PIO to distribute • Placing ads in local and multicultural media • Running ads on social media or providing instruction to Whatcom County to run social ads from County accounts • Administrating digital media ad	13,518.60
4: Direct Outreach	• Contacting Community Based Organizations to invite them to partner on this effort for recruiting to sessions above and promotion of survey • Informal Gatherings with Tribal Nations • Informal Interviews with Tribal Nations Elders • Listening Sessions with Immigrant Populations • Informal Interviews with Immigrant Population Leaders • Listening Sessions with previously incarcerated individuals and/or their families • Partner Outreach	47,164.60
5: Reporting	• Weekly Updates • One (1) Survey Findings Summary • One (1) Public Engagement Summary	21,622.60

Service Sub-Total		*$106,696.00*
REIMBURSABLE EXPENSES		
Travel, Materials, Event Expenses and Other Reimbursable Expenses	Printed fact sheets and survey flyers for in-person events, facility rentals, staff lodging and meals for travel, staff mileage for travel, participant compensation. Mileage is reimbursed at current standard IRS rate of 62.5 cents per mile. Other expenses are estimated at the following: • Event Expenses (facility, refreshments, etc.): $5,000 • Travel Expenses: $1,048 • Printing and Additional Materials: $500 • Participants at focus groups, sessions or other activities will be compensated for their time at no more than $100 per person	20,788.00
Media Spend	Ad buys and paid media	18,000.00
Transcreation	Spanish transcreation for all creative material	1,500.00
TOTAL		**$146,984.00**

Rate Chart

TITLE	RATE	ESTIMATED HOURS	
President	$270	18	$4,860
Director of Equity and Engagement	$185	106	$19,610
Creative Director	$185	53	$9,805
Director of Strategic Communications and Media Relations	$160	46	$7,360
Account Manager	$164	34	$5,576
Strategic Communications Specialist	$135	108	$14,580
Digital Project Manager	$147	34	$4,998
Research Project Manager	$125	79	$9,875
Research Analyst	$120	72	$8,640
Graphic Designer	$90	32	$2,880
Coordinator	$85	215	$18,275
Office Manager	$79	3	$237
			$106,696

Invoicing

- The county agrees to compensate the contractor according to the Phase Two tasks provided above. Contractor may transfer funds between tasks listed above with county pre-approval.
- The contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Invoices should be submitted by the 15th of the month following the month of service.

- Billings will be based on percentage complete of tasks listed and reimbursable expenses up to and not exceeding the amounts shown above.
- Reimbursable expenses. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed.
    - Mileage at 62.5 cents per mile, meals and lodging reimbursements shall not exceed GSA approved rate for Bellingham area.
    - Copies of receipts are required for reimbursement of expenses other than mileage.
    - Whatcom County does not reimburse the cost of alcoholic beverages.
    - Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.
    - Participants at focus groups, sessions or other similar activities will be compensated for their time and travel at no more than $100 per event.
- Invoices are to be submitted to the Deputy Executive:

    Tyler Schroeder, Deputy Executive
    c/o Tawni Helms, Administrative Services Coordinator
    Whatcom County Executive Office
    311 Grand Ave, Suite 108
    Bellingham, WA 98225
    tschroed@co.whatcom.wa.us; thelms@co.whatcom.wa.us

    - Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the contractor.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-496

File ID:	AB2022-496	**Version:**	1	**Status:**	Agenda Ready
File Created:	09/01/2022	**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:	09/13/2022			**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 $309,314, for a total amended agreement amount of $8,377,968

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Amendment

WHATCOM COUNTY
Health Department

Erika Lautenbach, MPH, Director

Amy Harley, MD, MPH, Co-Health Officer
Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Washington State Department of Health – 2022 – 2024 Consolidated Contract Amendment #7

DATE: September 1, 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 $8,377,968 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
COVID-19 Mass Vaccination-FEMA_CATZ	100% reimbursement of eligible costs
Foundational Public Health Services (FPHS)	The period of performance is being revised to end on 06/30/22 which causes the Exhibit B to subtract the amount previously planned for fiscal year 2023 because this amount was provided in a separate special amendment for FPHS funding – ConCon amendment #6 (Whatcom County contract #202201016-6; authorized by Council on 08/09/2022).
Public Health Emergency Response (PHEP)	$156,138
Maternal & Child Health Block Grant	$142,176
Office of Immunization – Perinatal Hepatitis B	$1,000
Office of Immunization – Promotion of Immunizations to Improve Vaccination Rates	Statement of work revision only
Youth Cannabis & Commercial Tobacco Prevention Program	$10,000
TOTAL	***($1,052,686)***

509 Girard Street
Bellingham, WA 98225-4005
360.778.6000 | FAX 360.778.6001
WhatcomCountyHealth
WhatcomCoHealth

Whatcom County HEALTH Department

1500 North State Street
Bellingham, WA 98225-4551
360.778.6100 | FAX 360.778.6101
www.whatcomcounty.us/health

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202201016 – 7

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 ☒	No ☐
Yes ☐ No ☒	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			202201016	
Does contract require Council Approval?	Yes ☒	No ☐	If No, include WCC:		
			(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):	CLH31033	CFDA#:	Various	
Is this contract grant funded? Yes ☐ No ☐	If yes, Whatcom County grant contract number(s):				
Is this contract the result of a RFP or Bid process? Yes ☐ No ☒	If yes, RFP and Bid number(s):		Contract Cost Center:	Various	
Is this agreement excluded from E-Verify?	No ☐	Yes ☒	If no, include Attachment D Contractor Declaration form.		

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):

$ 9,430,654

This Amendment Amount:

$ (1,052,686)

Total Amended Amount:

$ 8,377,968

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, 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.

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:	09/01/2022	
2. Attorney signoff: RB	Date:	09/01/2022	
3. AS Finance reviewed: M Caldwell	Date:	9/1/22	
4. IT reviewed (if IT related):	Date:		
5. Contractor signed:	Date:		
6. Submitted to Exec.:	Date:		
7. Council approved (if necessary): AB2022-496	Date:		
8. Executive signed:	Date:		
9. Original to Council:	Date:		

WHATCOM COUNTY HEALTH DEPARTMENT
2022-2024 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH31033 **AMENDMENT NUMBER: 7**

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/sitepages/home.aspx?=e1:9a94688da2d94d3ea80ac7fbc32e4d7c

   ☒ Adds Statements of Work for the following programs:

   Executive Office of Resiliency & Health Security-PHEP - Effective July 1, 2022
   Office of Immunization Perinatal Hepatitis B - Effective July 1, 2022

   ☒ Amends Statements of Work for the following programs:

   COVID-19 Mass Vaccination-FEMA - Effective January 1, 2022
   Foundational Public Health Services (FPHS) - Effective January 1, 2022
   Maternal & Child Health Block Grant - Effective January 1, 2022
   OI-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2022
   Youth Cannabis & Commercial Tobacco Prevention Program - Effective July 1, 2022

   ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-7 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-6 Allocations as follows:

   ☐ Increase of _____ for a revised maximum consideration of _____.

   ☒ Decrease of **$1,052,686** for a revised maximum consideration of **$8,377,968**.

   ☐ 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

WHATCOM COUNTY

Satpal Singh Sidhu, County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

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

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

My Commission expires:_____

APPROVED AS TO FORM

Approved by email RB/JT
Royce Buckingham, Senior Civil Deputy Prosecutor

09/01/2022
Date

Whatcom County Health Department

EXHIBIT B-7
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: **CLH31033**
Date: **August 1, 2022**

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 Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
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
FFY22 PHEP BP4 LHJ Funding	**NU90TP922043**	**Amd 7**	**93.069**	**333.93.06**	**07/01/22**	**06/30/23**	**07/01/22**	**06/30/23**	**$156,138**	**$156,138**	**$218,593**
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	
FFY22 TB Elimination-FPH	**NU52PS910221**	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
FFY23 PPHF Ops	**NH23IP922619**	**Amd 7**	**93.268**	**333.93.26**	**07/01/22**	**06/30/23**	**07/01/22**	**06/30/23**	**$1,000**	**$1,000**	**$2,000**
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	
FFY23 VFC Ops	**NH23IP922619**	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	**NU50CK000515**	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	**NU58DP006808**	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
FFY23 MCHBG LHJ Contracts	**NGA Not Received**	**Amd 7**	**93.994**	**333.93.99**	**10/01/22**	**09/30/23**	**10/01/22**	**09/30/23**	**$142,176**	**$142,176**	**$142,176**
FFY22 MCHBG LHJ Contracts	**B04MC45251**	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	($106,632)	$0	
FFY22 MCHBG LHJ Contracts	**B04MC45251**	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	**B04MC40169**	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	

Whatcom County Health Department

EXHIBIT B-7
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31033
Date: August 1, 2022

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 Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
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
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 7**	**N/A**	**334.04.93**	**07/01/22**	**12/31/22**	**07/01/22**	**06/30/23**	**$10,000**	**$240,000**	**$240,000**
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		
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	$4,013,000
FPHS-LHJ-Proviso (YR2)		**Amd 7**	**N/A**	**336.04.25**	**07/01/22**	**06/30/23**	**07/01/21**	**06/30/23**	**($1,362,000)**	**$0**	
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		
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									**$8,377,968**	**$8,377,968**	

Total consideration:	**$9,430,654**		
	($1,052,686)		
GRAND TOTAL	**$8,377,968**	**GRAND TOTAL**	**$8,377,968**
		Total Fed	**$3,114,917**
		Total State	**$5,263,051**

*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: COVID-19 Mass Vaccination-FEMA - Effective January 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Revision **Revision # (for this SOW)** 4

Period of Performance: January 1, 2022 through June 30, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Contractor	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to establish the task activities, funding period, and billing details for cost reimbursement of FEMA-funded mass vaccination clinics in Washington state.

Revision Purpose: The purpose of this revision is to extend the period of performance from September 30, 2022 to June 30, 2023, add funding details for MASS VACCINATION CATZ 100%, add language to task 1, add a new task 2 for documentation, and add language to Program Specific Requirements.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
*MASS VACCINATION FEMA 100%	934V0200	97.036	333.97.03	01/01/22	09/30/22	0	0	0
*MASS VACCINATION CATZ 100%	934G0200	97.036	333.97.03	07/02/22	06/30/23	0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**0**	**0**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	***NOTE: Task activities for Mass Vaccination Clinics in this statement of work are NOT CONSIDERED SUBRECIPIENT but are as a CONTRACTOR of DOH.** **DOH reimbursement provided for local mass vaccination clinic (see definition below) planning, implementation and operations in coordination between Unified Command and the Regional Incident Management Team (IMT) to administer the vaccine efficiently, quickly, equitably, and safely in all regions of Washington State. State Supported, Regionally Coordinated, Locally Implemented. The Local**			*Reimbursement of eligible costs. MASS VACCINATION FEMA 100% Funding (MI 934V0200) (See Program Specific Requirements below)

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Health Jurisdiction submitted a Mass Vaccination plan to the Department of Health for approval. **Definition**: Mass vaccination clinics defined as those outside of the usual healthcare delivery method such as pop-up clinics, mobile clinics, non- clinical facility (fairgrounds, arenas, etc.). Guidance on vaccination protocols must be followed as provided by DOH and CDC. The Department of Health modeled the State of Washington State Patrol Fire Mobilization framework to quickly implement and carry out the Mass Vaccination effort as outlined by FEMA. This process specifically implements contracting with local jurisdictions once capacity is exceeded to effectively carry out the emergency mission as efficiently, equitably, and quickly as possible on a Statewide basis. *Contracted partners need to be prepared to receive direction and updates at least monthly from COVID-19 Vaccine Information for Healthcare Providers | Washington State Department of Health on operational and regulatory guidance from CDC and DOH.*			
1A	The Department of Health contracted with regional incident management teams and/or regional incident management organizations and works in close coordination and cooperation with Local health jurisdiction (LHJ) to support the COVID-19 Mass Vaccination efforts. The LHJ meets with the contract manager at the department a minimum of once a month and has ongoing conversations around planning and scheduling of mass vaccination efforts as needed. DOH will coordinate with the LHJ and regional IMT/IMO around planning and implementation of mass vaccination clinics/sites provided within the county(s) with a regional incident management team/organization as approved by DOH. Request for regional IMT should be submitted through the normal process through WebEOC. DOH will coordinate with the LHJ and regional IMT/IMO regarding carrying out the filed mass vaccination plan within the county. Regional IMT will be under the delegation authority of DOH and they are to provide support and coordination for all efforts around vaccine planning, resource support and general	Submit to DOH a mass vaccination plan including: • type of site, • site locations, • throughput, • considerations made to ensure equity to historically marginalized populations, • and to the extent possible a regional map of sites/locations.	Within 30 days of contract amendment execution.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	guidance and information sharing in order to regionally coordinate efforts. Local jurisdictions will maintain all decisional authority around vaccination planning and execution within their jurisdiction/district. Provide any information as requested by the regional IMT.			
1B	Funding for eligible Mass Vaccination activities are reimbursed on actual costs as outlined in the DOH guidance to provide the services and to carry out the mission. Funding will be dependent on full participation in the LHJ and IMT processes and all documentation will be required to be provided to fully close out funding requests by the end of the mission period of performance. Allowable costs include expenses such as facility rentals, staff to conduct planning, management, support and operation of the site, medical personnel for vaccinations, site security personnel, wrap around services for staff (meals, travel, lodging), equipment (which must be pre-approved by IMT/DOH if it exceeds $5,000 each), supplies for vaccinations and site operation. LHJs should provide narratives to help assist IMT and DOH finance know what expenditures were necessary to carry out the mission.	Submit estimated budget for the mass vaccination plan. Monthly Cost Summary Spreadsheet to the IMT/IMO by the fifth of the following month.	Within 30 days of contract amendment execution. Monthly	
1C	Vaccination data – will be maintained according to current state and federal requirements. Vaccine Registration Systems – If a local jurisdiction or region does not have a registration system(s) the include internet based, phone option and other methods to ensure equitable registration, the state PrepMod system and tools will be available for use.	Submission of vaccine use into WA IIS database within 24hrs of use. Jurisdiction/Regions will ensure a fair and equitable process for registration of eligible Washingtonians across all available modalities.	Daily	
1D	Regularly report on vaccinations sites and operational activities (number of vaccinations, personnel to operate the site, challenges, successes to share for learning across the public health system).	Provide monthly situation report to IMT/IMO on status of implementation of mass vaccination plan, or more frequently if that is the LHJ procedure. Sites operating for the time period, vaccines administered by site for the time period, estimated costs for the time period, any challenges/successes of note, including assistance requested.	Monthly	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	*Documentation for closeout: Provide backup documentation for the cost summary workbooks submitted for cost reimbursement. Staff time, supplies, and equipment purchases under $5,000 (with written approval from the Department of Health FEMA team) will be allowed to provide the required documentation for project closeout with FEMA. Each employee will need to fill out a category Z workbook with their time worked on documentation daily and will be required to submit it to the DOH FEMA team monthly. Any costs incurred prior to January 21, 2021, will need to be identified and submitted on prior written approval by DOH FEMA team.*	• *Payroll Policies* • *Pull payroll documents from your system of record* • *Time sheets* • *Receipts/Invoices for any expenses that are not payroll related* • *Executed Contract Documents with Sub-Contractors* • *Equipment records of LHJ-owned equipment that are on the 2019 FEMA equipment rate list, otherwise they are supplies/commodity costs*	*Monthly*	**Reimbursement of eligible costs.* *MASS VACCINATION CATZ 100% Funding (MI 934G0200)* *(See Program Specific Requirements below)*

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.

Federal Funding Accountability and Transparency Act (FFATA)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Program Manual, Handbook, Policy References
Emergency Response Plan (or equivalent)
Medical Countermeasure/Mass Vaccination Plan
Language Access Planning Tool

Billing Requirements:
Monthly invoices must be submitted timely to the regional IMT/Organization for review/approval prior to submission to DOH for reimbursement.
Contract Master Index (MI) Code: 934V0200 General Mass Vaccination
BARS Revenue Code: 333.97.03 Mass Vaccination Reimbursement

Special Instructions:
The LHJ is considered a CONTRACTOR of DOH not a subrecipient for this portion of the statement of work. An allocation of funds is not provided as these FEMA funds are only available as reimbursement of costs associated with implementation of the mass vaccination plan.

Detailed documentation must be maintained as directed by the regional IMT/Organization and DOH to substantiate costs associated with these activities for submission to FEMA upon request by DOH *using CATZ funds for documentation from July 2, 2022 through June 30,2023*.

Eligible costs from the timeframe of January 1, 2022 through September 30, 2022 include facility rentals, medical and support staff for planning, management, support, and operations; as well as wrap-around services for staff (i.e., meals, travel, lodging). Regular and overtime pay associated with this project is allowable for all staff working under this project and must be billed as a direct charge; timesheets are required documentation and must be available upon request by DOH. Indirect rates are not applicable to these funds. Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices, portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchase costs should not exceed $5,000 per piece. Equipment over $5,000 a piece must be preapproved by the IMT and should be leased rather than purchased. Any diversion from the list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMT approval prior to reimbursement. Timesheets are required documentation for all activities related to this project. Staff time-in / time-out must be recorded, as well as a brief description of their activities. A general description of activities is acceptable for those working at the vaccine site; more detailed/specific description is required for those not working at the vaccine site.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Executive Office of Resiliency and Health Security-PHEP - Effective July 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: July 1, 2022 through June 30, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to establish funding and tasks to support and sustain LHJ public health emergency preparedness as part of statewide public health emergency preparedness, resilience and response.

Notes: Regional Emergency Response Coordinator LHJs (RERCs): Benton-Franklin, Chelan-Douglas, Clark, Kitsap, Seattle-King, Snohomish, Spokane, Tacoma-Pierce, and Thurston

Local Emergency Response Coordinator LHJs (LERCs): Adams, Asotin, Clallam, Columbia, Cowlitz, Garfield, Grant, Grays Harbor, Island, Jefferson, Kittitas, Klickitat, Lewis, Lincoln, Mason, NE Tri-County, Okanogan, Pacific, San Juan, Skagit, Skamania, Wahkiakum, Walla Walla, Whatcom, Whitman, and Yakima

Revision Purpose: NA

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 PHEP BP4 LHJ Funding	31102480	93.069	333.93.06	07/01/22	06/30/23	0	156,138	156,138
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**156,138**	**156,138**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
PHEP BP4 LHJ Funding				Reimbursement for actual costs not to exceed total funding consideration amount.
1 **All LHJs**	Across Domains and Capabilities Complete reporting templates as requested by DOH to comply with program and federal grant requirements, including mid-year and end-of-year reports.	Mid- and end-of-year reports on template provided by DOH. Additional reporting may be required if federal requirements change.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2 **All LHJs**	Across Domains and Capabilities Submit names, position titles, email addresses and phone numbers of key LHJ staff responsible for this statement of work, including management, Emergency Response Coordinator(s), and accounting and/or financial staff.	Submit information by August 1, 2022, and any changes within 30 days of the change. Mid- and end-of-year reports on template provided by DOH. Note any changes or no change.	August 1, 2022 Within 30 days of the change. December 31, 2022 June 30, 2023	
3 **All LHJs**	Across Domains and Capabilities Review and provide input to DOH on public health emergency preparedness plans developed by DOH, upon request from DOH.	Mid- and end-of-year reports on templates provided by DOH. Input provided to DOH upon request from DOH.	December 31, 2022 June 30, 2023	
4 **All LHJs**	Domain 1 Community Resilience Capability 1 Community Preparedness Participate in emergency preparedness events (for example, trainings, meetings, conference calls, and conferences) to advance LHJ, regional, or statewide public health preparedness. Note: For Seattle-King County and Tacoma-Pierce County, the LHJ is the region.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
5 **All LHJs**	Domain 1 Community Resilience Capability 1 Community Preparedness Coordinate with DOH to complete a jurisdictional public health and medical hazard risk assessment	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
6 **All LHJs**	Domain 1 Community Resilience Capability 1 Community Preparedness DOH/EPRR anticipates many changes in the next months to years as we incorporate lessons learned from the COVID-19 response. In preparation for these changes, the LHJ **may** use PHEP funding to participate in training and/or learning discussions in the following areas: • Adaptive Leadership • Change Management • Trauma-Informed Change Management • Trauma-Informed Systems	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Trauma-Informed Practice • Outward Mindset • Growth Mindset • Racial Equity and/or Social Justice • Community Resilience • Climate Change and Health Equity • Related topics – prior approval from EPRR required for training topics other than those listed above. Note: Prior approval from DOH/EPRR is required for any out-of-state travel.			
7 **All LHJs** **Note for RERCs**	Domain 1 Community Resilience Capability 1 Community Preparedness Connect with new and/or existing partners to develop working relationships that promote capabilities, capacity, and community resilience, including, but not limited to: • Local and/or regional Emergency Manager(s). • Local and/or regional hospitals. • Local and/or regional elected officials. • Local and/or regional Community Health Workers (CHWs). • Local and/or regional organizations that work with groups disproportionately impacted by public health emergencies or incidents. (**For RERCs**, this may include some or all the groups identified in Activity 8)	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
8 **RERCs for their LHJ**	Domain 1 Community Resilience Capability 1 Community Preparedness – Disproportionately Impacted Populations Update and maintain LHJ plan(s) to mitigate barriers and other issues facing populations at risk of experiencing disproportionate impacts of public health emergencies or incidents. 8.1 Identify populations in the LHJ at risk of experiencing disproportionate impacts of public health emergencies or incidents. Populations may include race/ethnicity, disability, age, geography, and other factors as appropriate for LHJ.	Mid- and end-of-year reports on templates provided by DOH. Plans available upon request.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Use Washington Tracking Network to identify social vulnerability to hazards - Information by Location | Washington Tracking Network (WTN). 8.2 Develop or update an LHJ engagement plan that outlines how you will engage directly with the populations identified in 8.1 before, during and after an emergency or incident. 8.3 With the identified populations in the LHJ, describe the populations and identify barriers and other issues they may face before, during and after an emergency or incident. 8.4 Develop or update a document (procedure, checklist, job action sheet, or other) that describes LHJ plans to mitigate barriers and other issues identified in 8.2 before, during and after an emergency or incident.			
9 **All LHJs**	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Gather and submit data for LHJ performance measure 1: Amount of time (in minutes) to mobilize a public health and medical response. Notes: • "Mobilize a response" is defined as the first verbal briefing of the response team from the initial notification to the public health responders in the area. • The target is to mobilize a response within 45 minutes. • DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 1)	June 30, 2023	
10 **All LHJs**	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Gather and submit data for LHJ performance measure 2: Percent of public health and medical responders who are trained on their role during a public health response. Note: DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 2)	June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
11 **All LHJs**	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Gather and submit data for LHJ performance measure 3: Percent of Corrective Action Plan items completed by due date. Notes: • Develop corrective action plans following the Homeland Security Exercise and Evaluation Program (HSEEP). • DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 3)	June 30, 2023	
12 **All LHJs**	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Based on availability of training, participate in at least one Public Health Emergency Preparedness Training provided by region, DOH, DOH-contracted partner, or DOH-approved trainer in person or via webinar. Notes: • DOH will work with regions and LHJs to customize and schedule training(s). • Participation in an activation, exercise or real-world event may be considered additional training, but does not take the place of the requirement to participate in at least one training as described above. • For Seattle-King County and Tacoma-Pierce County, the LHJ is the region	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
13 **RERCs for their PHEP region**	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Participate in quarterly DOH Training & Exercise Call (unless cancelled). Call topics may include, but not limited to: • Training and exercise opportunities. • Delivery of training and exercises. • Training and exercise opportunities.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Note: For Seattle-King County and Tacoma-Pierce County, the LHJ is the PHEP region.			
14 LERCs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise 14.1 Review LHJ public health preparedness and response capabilities and identify gaps, priorities, and training needs. 14.2 Provide input to Regional Emergency Response Coordinators (RERCs) for Integrated Preparedness Planning Workshop Guide. 14.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.	14.2 Input to RERCs Mid-year report on template provided by DOH 14.3 Participation in IPPW.	14.2 As requested by RERCs December 31, 2022 14.3 As requested by DOH.	
15 RERCs with their PHEP region *except* Seattle-King and Tacoma-Pierce	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise 15.1 Work with Local Emergency Response Coordinators (LERCs) in region to review regional public health preparedness and response capabilities and identify gaps, priorities, and training needs. 15.2 Complete Integrated Preparedness Planning Workshop Guide with input from LERCs in region. Guide will be provided by DOH. 15.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.	Mid-year report on template provided by DOH. 15.2 Completed Integrated Preparedness Planning Workshop Guide. 15.3 Participation in IPPW.	December 31, 2022 15.3 As requested by DOH.	
16 Seattle-King and Tacoma-Pierce	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise 16.1 Review LHJ preparedness and response capabilities and identify gaps, priorities, and training needs. 16.2 Complete Integrated Preparedness Planning Workshop Guide. Guide will be provided by DOH.	Mid-year report on template provided by DOH. 16.2 Completed Integrated Preparedness Planning Workshop Guide. 16.3 Participation in IPPW.	December 31, 2022 16.3 As requested by DOH.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	16.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.			

17
RERCs for their LHJ
	Domain 2 Incident Management
	Capability 3 Emergency Operations Coordination
	
	Participate in one or more exercises or real-world incidents testing each of the following:
	• The process for requesting and receiving resource support
	• The process for gaining, maintaining, and sharing situational awareness of, as applicable:
	  ○ The functionality of critical public health operations
	  ○ The functionality of critical healthcare facilities and the services they provide
	  ○ The functionality of critical infrastructure serving public health and healthcare facilities (roads, water, sewer, power, communications)
	  ○ Number of disease cases
	  ○ Number of fatalities attributed to an incident
	  ○ Development of an ESF#8 situation report, or compilation of situational awareness information to be included in a County situation report
	  ○ Emergency Operations Center (EOC) or Incident Command System (ICS) activation
	
	Note: The communication drill (Activity 22) does not meet the requirement for participation in an exercise or real world event.
		Mid- and end-of-year reports on template provided by DOH.	December 31, 2022
			June 30, 2023	

18 **All LHJs**	Domain 2 Incident Management Capability 3 Emergency Operations Coordination 18.1 Provide immediate notification to DOH Duty Officer at 360-888-0838 or hanalert@doh.wa.gov for all response incidents involving use of emergency response plans and/or incident command structures. 18.2 Produce and provide situation reports (sitreps) documenting LHJ activity during all incidents. Sitrep may be developed by the LHJ or another jurisdiction that includes input from LHJ.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
19 **All LHJs**	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Complete or participate in After Action Reports (AARs) after each incident or exercise. Notes: • An AAR may be completed part-way through an extended response, for example, COVID-19. • Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. • Include name, title, and organization of each participant in documentation (AAR). • Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting.	Mid- and end-of-year reports on template provided by DOH. After-Action Report(s)/Improvement Plan(s)	December 31, 2022 June 30, 2023	
20 **All LHJs *except* Seattle-King**	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Coordinate or participate in a county Emergency Support Function (ESF) 8 AAR for COVID-19. Participants include, but not limited to: • Local Health Officer • Public Health Official(s) • Emergency Manager • Regional Health Care Coalition • Local and regional hospitals, if in your county • Federally Qualified Health Center(s), if in your county • Accountable Community of Health • Emergency Medical Services Medical Program Director • County Coroner or Medical Examiner Notes: • Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. • Include name, title, and organization of each participant in documentation (AAR).	Mid- and end-of-year reports on template provided by DOH. After-Action Report/Improvement Plan	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting. • This may be completed part-way through the COVID-19 response. • This AAR may be used to meet the requirement above as well (Activity 19).			
21 **Seattle-King**	Domain 2 Incident Management Capability 3 Emergency Operations Coordination 21.1 Participate in and contribute to AAR(s) convened by ESF 8 partners and stakeholders such as emergency management and healthcare coalitions. 21.2 Compile key themes from partners' AARs into an ESF 8 AAR. The ESF 8 AAR should also include corrective actions gathered by reviewing documents and conducting hotwashes, interviews, and surveys of ESF 8 partners and stakeholders that did not conduct or were not included in other regional AARs Notes: • Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. • Include organization of each participant in documentation (AAR). • Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting. • This may be completed part-way through the COVID-19 response • This AAR may be used to meet the requirement above as well (Task #19).	Mid- and end-of-year reports on template provided by DOH. After-Action Report/Improvement Plan	December 31, 2022 June 30, 2023	
22 **All LHJs**	Domain 3 Information Management Capability 4 Emergency Public Information and Warning - Communication 22.1 Participate in Monthly Public Health Communicator Call/Webinar by joining call/webinar and/or following	Mid- and end-of-year reports on templates provided by DOH. If you use a real-world event to meet 22.2, 22.3, and 22.4, submit hotwash or AAR with report.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	information on the public health communicator online collaborative workspace (for example, Basecamp). 22.2 Participate in at least one risk communication drill offered by DOH between July 1, 2022, and June 30, 2023. Drill will occur via webinar, phone, and email. DOH will offer one July 1 – December 31, 2022, and one drill between January 31 – June 30, 2023. 22.3 Conduct a hot wash evaluating LHJ participation in the drill (22.2). 22.4 Identifying and implementing communication strategies in real world incident will satisfy need to participate in drill. Conduct a hot wash or After Action Review (AAR) evaluating LHJ participation in communication strategies during the incident. Notes: • Participation in a real world event may meet the requirement for 22.2, 22.3, and 22.4. • If the real-world event response is ongoing, LHJ may opt to conduct a hot wash or AAR evaluating communication strategies to date **or** include a summary of communication activities **and** one sample of communication in mid-year or end-of year report.	If the real-world event is ongoing, submit hotwash or AAR, **or** brief summary of communication activities **and** one sample of communication with report.		
23 **All LHJs**	Domain 3 Information Management Capability 4 Emergency Public Information and Warning Gather and submit data for LHJ performance measure 7: Amount of time to identify and implement communication strategies during a response or exercise. Notes: • The target is within the first six hours. • DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 7)	June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
24 **All LHJs**	Domain 3 Information Management Capability 6 Information Sharing 24.1 Maintain Washington Secure Electronic Communications, Urgent Response and Exchange System (WASECURES) as primary notification system. 24.2 Participate in DOH-led notification drills. 24.3 Conduct at least one LHJ drill using LHJ-preferred staff notification system. Notes: • Registered users must log in quarterly at a minimum. • DOH will provide technical assistance to LHJs on using WASECURES. • LHJ may choose to use another notification system in addition to WASECURES to alert staff during incidents.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
25 **RERCs for their PHEP region**	Domain 3 Information Management Capability 6 Information Sharing 25.1 Participate in quarterly DOH-led WASECURES Users Group, 25.2 Provide technical assistance to LHJs in PHEP region as needed. (***Except*** **Seattle-King and Tacoma-Pierce, for these LHJs, the LHJ is the PHEP region.)**	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
26 **All LHJs**	Domain 3 Information Management Capability 6 Information Sharing Provide Essential Elements of Information (EEIs) during incident response upon request from DOH. Note: DOH will request specific data elements from the LHJ during an incident response, as needed to inform decision making by DOH and state leaders, as well as federal partners when requested.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
27 **All LHJs** **RERCs additional activity** **Note for CRI LHJs**	Domain 4 Countermeasures and Mitigation Capability 8 Medical Countermeasures Dispensing Capability 9 Medical Countermeasures Management and Distribution Update and maintain Medical Countermeasure (MCM) Plans for LHJ and/or PHEP Region. **RERCs** – Gather input and provide technical assistance to LERCs in PHEP region, as needed. MCM plans include: • Number of local points of dispensing (PODs) and number for which a point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (for example, nursing home, local agency, public POD, and independent pharmacy). (LHJ PM 5, see activity #28) Notes • DOH will provide technical assistance to LHJs on core elements of an MCM plan, including hosting MCM planning sessions. • LHJs are not required to maintain a hub. LHJs may partner with other organizations to centralize distribution. If LHJs opt to maintain a hub, this should be included in the MCM plan. • LHJ Performance Measure data is due June 30, 2023. LHJs will report data for LHJ PM 5, see activity #28. • CRI LHJs – See also CRI activity #4.	Mid- and end-of-year reports on template provided by DOH. Updated MCM plan.	December 31, 2022 June 30, 2023 June 30, 2023	
28 **All LHJs**	Domain 4 Countermeasures and Mitigation Capability 9 Medical Countermeasures Management and Distribution Gather and submit data for LHJ performance measure 5: Number of local points of dispensing (PODs) and number for which a point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (for example, nursing home, local agency, public POD, and independent pharmacy).	LHJ performance measure data (PM 5)	June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
29 **RERCs for their LHJs**	Domain 4 Countermeasures and Mitigation Capability 11 Non-Pharmaceutical Interventions Update and maintain logistical support plans for individuals placed into isolation or quarantine (this need not include identification of quarantine facilities). Notes: • Plans must meet requirements defined in Washington Administrative Code (WAC) 246-100-045. • LHJ may also conduct a drill or tabletop exercise to exercise plans.	Mid- and end-of-year reports on template provided by DOH. Plans available upon request.	December 31, 2022 June 30, 2023	
30 **RERCs for their LHJ**	Domain 4 Countermeasures and Mitigation Domain 14 Responder Safety and Health Develop and/or update Responder Safety and Health Plan describing how the safety and health of LHJ responders will be attended to during emergencies.	Mid- and end-of-year reports on templates provided by DOH. Plan available upon request.	December 31, 2022 June 30, 2023	

31
All LHJs
	Domain 5 Surge Management
	Capability 10 Medical Surge
	
	Engagement with regional Health Care Coalition (HCC) or Healthcare Alliance:
	• Northwest Healthcare Response Network (Network)
	• Regional Emergency and Disaster (REDi) Healthcare Coalition
	• Healthcare Alliance (Alliance)
	
	During each reporting period (see notes below), participate in **one or more** of the following activities:
	• Meetings - Communication
	  ○ Regional meeting, in person or virtually.
	  ○ Subgroup (catchment area, committee, district, etc. (meeting in person or virtually)
	  ○ Discussions pertaining to ESF8 and HCC or Alliance roles and responsibilities.
	  ○ Development of Disaster Clinical Advisory Committee (DCAC) meetings. May include identifying local clinical participants, attending meetings via webinar and reviewing planning efforts.
		Briefly describe engagement in mid- and end-of-year reports on template provided by DOH.	December 31, 2022
			June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount

	• Planning
	  ○ Planning process to inform on the roles and responsibilities of public health, including reviewing HCC or Alliance plans for alignment with local ESF8 plans.
	• Drills and Exercises
	  ○ Drill or exercise, including redundant communications, WATrac, Medical Response Surge Exercise (MRSE), or other drills and exercises to support planning and response efforts.
	• Response
	  ○ Information sharing process during incidents.
	  ○ Coordination with HCC or Alliance during responses involving healthcare organizations within your jurisdiction.
	
	Notes:
	• Reporting periods are July 1 – December 31, 2022 and January 1 – June 30, 2023
	• LHJs in HCC or Alliance regions:
	  ○ Alliance: Clark, Cowlitz, Klickitat, Skamania and Wahkiakum.
	  ○ Network: Clallam, Grays Harbor, Island, Jefferson, Kitsap, Lewis, Mason, Pacific, San Juan, Seattle-King, Skagit, Snohomish, Tacoma-Pierce, Thurston, and Whatcom.
	  ○ REDi: Adams, Asotin, Benton-Franklin, Chelan-Douglas, Columbia, Garfield, Grant, Kittitas, Lincoln, NE Tri, Okanogan, Spokane, Walla Walla, Whitman, and Yakima.			

32 **All LHJs**	Domain 5 Surge Management Capability 10 Medical Surge Gather and submit data for LHJ performance measure 8: Percent of Critical Healthcare Facilities whose functional status can be assessed by the local health jurisdiction in an emergency. Notes: • "Critical Healthcare Facilities" are hospitals, skilled nursing facilities, blood centers, and dialysis centers.	LHJ performance measure data (PM 8)	June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• DOH will provide additional guidance about submitting performance measure data.			
33 **RERCs for their LHJ**	Domain 5 Surge Management Capability 10 Medical Surge Develop and maintain agreements with facilities that could serve as an Alternate Care Facility (ACF) or a Federal Medical Station (FMS).	Mid- and end-of-year reports on templates provided by DOH. Agreements available upon request.	December 31, 2022 June 30, 2023	
34 **RERCs for their LHJ**	Domain 5 Surge Management Capability 10 Medical Surge Develop and maintain specific vendor lists for logistical support services for Alternate Care Facilities (ACF) or Federal Medical Stations (FMS) operations including at a minimum: • Biohazard/Waste Management • Feeding • Laundry • Communications • Sanitation	Mid- and end-of-year reports on templates provided by DOH. Lists available upon request.	December 31, 2022 June 30, 2023	
Additional activities as requested by the LHJ:				
LHJ Request Clark 1	Provide volunteer opportunities and trainings to enhance volunteer skills and maintain interest in PHEP Region 4 Medical Volunteer Corps. Note: PHEP Region 4: Clark, Cowlitz, Skamania, and Wahkiakum LHJs.	Mid- and end-of-year reports on templates provided by DOH. Sign in sheets and agendas for trainings conducted by Clark County available upon request.	December 31, 2022 June 30, 2023	
LHJ Request Kitsap 1	Provide information and warnings to community and response partners.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Kitsap 2	Provide consultation and grant support to Clallam and Jefferson Local Emergency Response Coordinators (LERCs) as requested. Provide consultation to DOH on behalf of Region 2 as requested.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
LHJ Request Kitsap 3	3.1 Compile regional data on notifiable conditions and issues of public health concern. These data are posted and updated regularly on the Kitsap, Clallam, and Jefferson LHJ websites. 3.2 Compile and distribute data on Populations with Access and Functional Needs for Kitsap, Jefferson, and Clallam to support equitable emergency preparedness and response work.	Mid- and end-of-year reports on templates provided by DOH. Website screenshots available upon request.	December 31, 2022 June 30, 2023	
LHJ Request Spokane 1	Maintain Medical Reserve Corp (MRC) program coordination activities including recruitment, registration, training, engagement, meetings, and documentation.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Spokane 2	As the Region 9 lead, provide support, resources, and assistance to Region 9 LHJs and tribes.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Spokane 3	Update and maintain agreements and/or subcontracts with partners to provide needed services and resources for incident response.	Mid- and end-of-year reports on templates provided by DOH. Agreements and subcontracts available upon request.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma-Pierce 2	Participate in planning with local healthcare partners and community stakeholders to support local emergency preparedness on tasks not led by HCCs.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma-Pierce 3	Participate in planning with Environmental Health partners and community stakeholders to support local emergency preparedness tasks.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma-Pierce 4	Participate in alternate care system planning lead by regional partners and the healthcare coalition to inform a coordinated operational multi-regional response plan.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Thurston 1	Domain 5 Surge Management Capability 15 Volunteer Management 1.1 Maintain a Medical Reserve Corps (MRC) unit. 1.2 Maintain and update policies and procedures to recruit, training, mobilize and deploy volunteers registered by the	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	local jurisdiction to support health and medical response operations. 1.3 Identify target mission sets for development within the MRC unit.			

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Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Special Requirements:
Any subcontract/s must be approved by DOH prior to executing the contract/s.
Submit deliverables to the Emergency Preparedness, Resilience & Response ConCon deliverables mailbox at concondeliverables@doh.wa.gov, unless otherwise specified.

Restrictions on Funds:
Please reference the Code of Federal Regulations:
https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=58ffddb5363a27f26e9d12ccec462549&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200#se2.1.200_1439

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Foundational Public Health Services (FPHS) - Effective January 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Revision **Revision # (for this SOW)** 1

Period of Performance: January 1, 2022 through June 30, 2022

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☐ Reimbursement
☒ State	☐ Research & Development	☒ Periodic Distribution
☐ Other		

Statement of Work Purpose: The purpose of this statement of work (SOW) is to specify how state funds for Foundational Public Health Services (FPHS) will be used for the period of performance. Per RCW 43.70.512, these funds are for the governmental public health system to deliver FPHS services statewide in the most effective, efficient and equitable manner possible with the funds available.

The FPHS Steering Committee with input from FPHS Subject Matter Expert (SME) Workgroups and the Tribal Technical Workgroup is the decision making body for FPHS. For SFY22, the Steering Committee is using an iterative approach to decision making. Determining investments for SFY22 (July 1, 2021 – June 30, 2022). This means that additional tasks and/or funds may be added to an LHJ's FPHS SOW as these decisions are made.

These funds are to be used as directed and allocated by the FPHS Steering Committee. As the global COVID-19 pandemic and the public health response to it continues and begins to abate, 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 06/30/22. Responding to pandemics, epidemics and public health emergencies are foundational services of the governmental public health system.

Note:

The total SFY22 funding allocation is for the period of July 1, 2021 through June 30, 2022. The funding allocations will be divided into two six-month lump sum amounts that will be disbursed at the beginning of each six month period as follows: July 1, 2021; January 1, 2022. The July payment will be disbursed upon completion of the FPHS Annual Report.

The SFY22 July 1, 2021 disbursement of funds was completed in the 2018-2021 consolidated contract and is included in this statement of work for informational purposes only.

FPHS funds must be spent in the state fiscal year (SFY) in which they are appropriated by the legislature, allocated, and disbursed. Legislative appropriations lapse at the end of each state fiscal year. (RCW 43.88.140)

Spending and spending projections must be reported as required by the FPHS Steering Committee. Funds that are projected to be unspent by the close of the state fiscal year must be reallocated per the process developed by the FPHS Steering Committee to assure that all funds appropriated by the legislature can be spent by the governmental public health system to deliver FPHS within the year that the funds are appropriated. Unspent funds revert to the state treasury and must be returned to DOH by July 15th of each year for return to the Office of Financial Management.

Revision Purpose: Changing Period of Performance end date to June 30, 2022 to reflect this work and funding associated to SFY22. Also removing the funds associated with FPHS-LHJ-PROVISO (YR2) as it's now reflected in the Statement of Work effective July 1, 2022.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Decrease (–)	Total Allocation
FPHS-LHJ-PROVISO (YR1) Note: Total YR1 allocation is for SFY22 (07/01/21-06/30/22)	99202111	N/A	336.04.25	01/01/22	06/30/22	1,362,000	0	1,362,000
FPHS-LHJ-PROVISO (YR2)	99202112	N/A	336.04.25	07/01/22	06/30/23	1,362,000	-1,362,000	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**2,724,000**	**-1,362,000**	**1,362,000**

BARS Expenditure. Code 562.xx	FPHS	Tasks / Activities / Short Description	Funds to provide FPHS in: Your jurisdiction	Funds to provide FPHS in: Other jurisdictions	SFY22	~~SFY23~~	~~21-23 BIENNIUM~~
10-17, 20, 21, 23-29 40-53, 93	All – CD, EPH, CCC, Assessment	Reinforcing Capacity (Assessment, CD, EPH, CCC)	X		472,000	~~472,000~~	~~944,000~~
10	Assessment	CHA/CHIP	X		30,000	~~30,000~~	~~60,000~~
10	Assessment	Shared Epidemiology – General (Surveillance / Assessment, CHA/CHIP)	X		150,000	~~150,000~~	~~300,000~~
20, 21, 23-29, 93	CD	Communicable Disease (CD)	X		236,000	~~236,000~~	~~472,000~~
24	CD	Hepatitis C	X		41,000	~~41,000~~	~~82,000~~
40-53, 93	EPH	Environmental Public Health (EPH)	X		433,000	~~433,000~~	~~866,000~~
				TOTAL	**$1,362,000**	**~~$1,362,000~~**	**~~$2,724,000~~**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	In coordination with FPHS Steering Committee and Subject Matter Expert (SME) workgroups FPHS funds are to be used to increase delivery of FPHS services statewide as measured through FPHS annual reporting, indicators, metrics and other data compiled and analyzed by contractors, DOH and Subject Matter Expert (SME) Workgroups. Resuts are published in the annual FPHS Investment Report. FPHS indicator metrics available here.	Routine reporting of spending and spending projections. Process and reporting template TBD and provided by the FPHS Steering Committee via DOH. FPHS annual reporting (template provided by the FPHS Steering Committee via DOH)	TBD For SFY22 (07/01/21 – 06/30/22) ~~For SFY23 (07/01/22 – 06/30/23)~~	Each year, the July payment will be disbursed upon completion of the FPHS Annual Report.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**Reinforcing Capacity –** <u>These funds are to **each** LHJ to deliver FPHS in **their own jurisdiction**</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups**,** provide FPHS Communicable Disease (CD), Environmental Public Health (EPH), Assessment (Surveillance & Epidemiology) and / or any or all of the other FPHS Cross-cutting Capabilities (CCC) as defined in the most current version of the FPHS definitions. Suggested BARS expenditure codes: 652.xx - 10-17, 20, 21, 23-29, 40-53.			
2	**Assessment – CHA/CHIP** (FPHS definitions G.3) – <u>These funds are to **each** LHJ to deliver FPHS in **their own jurisdiction**</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, conduct and complete a comprehensive community health assessment and identify health priorities arising from that assessment, including analysis of health disparities and the social determinants of health as defined in the most current version of the FPHS definitions. • Conduct a local and/or regional comprehensive community health assessment (CHA) every three to five years in conjunction with community partners. • Develop a local and/or regional community health improvement plan (CHIP) in conjunction with community partners. These funds can be used for any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other LHJs for staff time or services. Coordinate with the Spokane Regional Health District to participate in County Health Insights. Suggested BARS expenditure codes: 562.11.			
3	**Assessment – Shared Epidemiology – General (Assessment/Surveillance, CHA/CHIP)** (FPHS definitions G.1, 2) – <u>These funds are to **select** LHJs to deliver FPHS in **their own jurisdiction**</u> –In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups**,** provide general assessment epidemiology focused on COVID, CHAs/CHIPs and/or local public health assessment needs. Coordinate with the Spokane Regional Health District to participate in County Health Insights. Suggested BARS expenditure codes: 562.10 and/or 11.			
4	**Communicable Disease (CD)** (FPHS definitions C.1, 2, 3, 4, 6) – <u>These funds are to **each** LHJ to deliver FPHS in **their own jurisdiction**</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups**,** provide FPHS CD services as defined in the most current version of the FPHS definitions. These funds can (and actually are intended to) be braided with temporary pandemic emergency funding such that when those funds run out, FPHS funds can be used to retain staff there were hired with pandemic emergency funds if the jurisdictions desires to retain them and/or to hire additional staff if needed and/or contract with other LHJs for staff time or services for delivering FPHS CD. As the pandemic response wains, staff funded with FPHS funds are to shift focus to providing some or all or the FPHS CD services. This includes maintaining access to and use of data systems created during the pandemic and others under development and case investigation and contact tracing for sexually transmitted disease and other communicable and notifiable conditions within the mandated timeframes. Emphasis should be placed on addressing syphilis and gonorrhea cases. **1.** Provide timely, statewide, locally relevant and accurate information statewide and to communities on prevention and control of communicable disease and other notifiable conditions. **2.** Identify statewide and local community assets for the control of communicable diseases and other notifiable conditions, develop and implement a prioritized control plan addressing communicable diseases and other notifiable conditions and seek resources and advocate for high priority prevention and control policies and initiatives regarding communicable diseases and other notifiable conditions. **3.** Promote immunization through evidence-based strategies and collaboration with schools, health care providers and other community partners to increase immunization rates. **4.** Ensure disease surveillance, investigation and control for communicable disease and notifiable conditions in accordance with local, state and federal mandates and guidelines. Suggested BARS expenditure codes: 562.xx – 20, 21, 23-29.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
5	**Communicable Disease – Hepatitis C** (FPHS definitions C.4.o-p) – These funds are to **select** LHJs to deliver FPHS in **their own jurisdiction.** – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, address Hepatitis C cases in the jurisdiction 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. The allocation of these funds is based on burden of disease using the most current Hepatitis C data. Allocations will be revised biennially using updated data. 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. Suggested BARS expenditure codes: 562.24.			
6	**Environmental Public Health (EPH)** (FPHS definitions B.3 & 4) – These funds are to **each** LHJ to deliver services in **their own jurisdiction**. In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups**,** these funds are for each LHJ to deliver FPHS EPH services in their jurisdiction as defined in the most current version of the FPHS definitions and supplement existing funding specifically for: • Develop, implement and enforce laws, rules, policies and procedures for maintaining the health and safety of retail food service inspections and shellfish monitoring, that address environmental public health concerns. (B.3.b) • Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of wastewater and facilities, including onsite septic design and inspections, wastewater treatment and reclaimed water, that address environmental public health concerns. (B.3.e) • Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of solid waste and facilities, including hazardous waste streams (e.g. animal waste, solid waste permitting and solid waste inspections), that address environmental public health concerns. (B.3.f) • Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of schools, including through education and plan review that address environmental public health concerns. (B.3.g) These funds can be used to retain, hire and/or contract with other LHJs for staff time or services and for staff training as needed to provide the following FPHS EPH services that are not appropriately funded with fees. Each LHJ will be responsible to report on their progress on FPHS deliverables even if contracted with other LHJs (FPHS funds are intended to build capacity and not intended to justify the reduction of existing fee revenue): • Food Safety (FPHS definitions B.3.b.) – Respond to food safety concerns that are not appropriately funded such as foodborne illness threats, requests for technical assistance and addressing new and emerging business models. Every local jurisdiction in Washington is expected to respond to foodborne illness outbreaks, food safety inquiries and provide preventative education for the general public and technical assistance. • Sewage Safety (FPHS definitions B.3.e-f) – Respond to sewage concerns and public health threats and provide technical assistance that are not appropriately funded to ensure that sewage is handled appropriately to limit potential exposure to sewage. Every local jurisdiction in Washington is expected to ensure sewage is properly managed. On-Site Septic (OSS) permitting, enforcement and providing technical assistance and education to OSS owners are fee funded activities and should be funded through fees or local government who sets the fees. These FPHS funds provide resources to support activities for which a fee cannot be charged such as: responding to OSS failures, surfacing sewage, OSS safety concerns, and similar issues. These funds can also be used for concerns related to large on-site sewage systems, other OSS-related concerns that do not involve locally permittable systems, and other sewage-related issues, regardless of whether they are related to a fee-for-service activity. Examples of activities FPHS funds can be used for: o Work with partners to educate and inform public on OSS monitoring and maintenance o Work with the public, policy makers and partners to assess needs and develop plans and solutions for wastewater management in their communities.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	○ Respond to complaints, act as needed, and assure that failing OSS are identified and promptly repaired. ○ Conduct Pollution Identification and Correction (PIC) investigations where water quality is impaired to identify failing septic systems and other pollution sources. ○ Ensure that sewage from both OSS and other sources is adequately handled to create barriers to potential exposure to sewage. ○ Adequate qualified staff to evaluate proposals, inspect new installations and repairs, assess cause of OSS failure, and comply with requirements in state law. • Schools Safety (FPHS definition B.3.g) – Assure safe and effective learning environments for children attending K-12 schools – public, private and parochial. Every local jurisdiction in Washington is expected to work collaboratively with DOH, ESDs and local school districts and use the model program to assure consistency to regularly evaluate each K-12 for health and safety concerns and provide mandated services per WAC 246-366. Initial priorities include: ○ Build partnerships with school officials, local boards of education, parent teacher associations, education service districts, and other school focused entities. ○ Participate with statewide public health groups to standardize school program implementation. ○ Focus on schools that have not previously been inspected to assess current conditions ○ Focus on existing elementary schools for first phase of inspections program ▪ Indoor Air Quality ▪ Classroom ▪ Healthy cleaning and indoor environments ▪ Playground ▪ Drinking water (lead) Suggested BARS expenditure codes: 562.xx – 40-53.			

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Program Specific Requirements

Program Manual, Handbook, Policy References:
All FPHS Resources – www.doh.wa.gov/fphs or FPHS | Powered by Box

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)
Link to RCW 43.70.515 – RCW 43.70.515: Foundational public health services—Funding. (wa.gov)

Definitions:
FPHS Definitions – https://wsalpho.box.com/s/qb6ss10mxbrajx0fla742lw6zcfxzohk

Special Instructions:
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/lhjfunding

DOH Program Contact
Marie Flake, Special Projects, Foundational Public Health Services, Washington State Department of Health
Mobile Phone 360-951-7566 / marie.flake@doh.wa.gov

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Maternal and Child Health Block Grant - Effective January 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Revision **Revision # (for this SOW)** 2

Period of Performance: January 1, 2022 through September 30, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work (SOW) is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

Revision Purpose: The purpose of this revision is to provide additional funding, add activities and deliverable due dates, and extend the period of performance and funding period from September 30, 2022 to September 30, 2023 for continuation of MCHBG related activities.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 MCHBG LHJ CONTRACTS	78101221	93.994	333.93.99	01/01/22	09/30/22	0	0	0
FFY21 MCHBG SPECIAL PROJECTS	7811021A	93.994	333.93.99	01/01/22	09/30/22	106,632	0	106,632
FFY23 MCHBG LHJ CONTRACTS	78101231	93.994	333.93.99	10/01/22	09/30/23	0	142,176	142,176
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**106,632**	**142,176**	**248,808**

Task #	Activity	Deliverables/Outcomes	Due Date/ Time Frame	Payment Information and/or Amount
Maternal and Child Health Block Grant (MCHBG) Administration				
1a	Report actual expenditures for the six-month period October 1, 2021 through March 31, 2022	Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager	May 27, 2022	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
1b	Develop 2022-2023 MCHBG Budget Workbook for October 1, 2022 through September 30, 2023 using DOH provided template.	Submit MCHBG Budget Workbook to DOH contract manager	September 9, 2022	
1c	*Participate in DOH sponsored MCHBG fall regional meeting.*	*Designated LHJ staff will attend regional meeting.*	*September 30, 2023*	

Task #	Activity	Deliverables/Outcomes	Due Date/ Time Frame	Payment Information and/or Amount
1d	*Report actual expenditures for October 1, 2021 through September 30, 2022.*	*Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.*	*December 2, 2022*	See Program Specific Requirements and Special Billing Requirements.
1e	*Develop 2022-2023 MCHBG Budget Workbook for October 1, 2022 through September 30, 2023 using DOH provided template.*	*Submit MCHBG Budget Workbook to DOH contract manager.*	*September 9, 2022*	
1f	*Report actual expenditures for the six-month period from October 1, 2022 through March 31, 2023.*	*Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.*	*May 19, 2023*	
Implementation				
2a	Report activities and outcomes of 2022 MCHBG Action Plan using DOH- provided template.	Submit quarterly Action Plan reports to DOH Contract manager.	January 15, 2022 April 15, 2022 July 15, 2022	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
2b	Develop 2022-2023 MCHBG Action Plan for October 1, 2022 through September 30, 2023 using DOH-provided template.	Submit MCHBG Action Plan to DOH contract manager.	Draft August 19, 2022 Final- September 9, 2022	
2c	*Report activities and outcomes of 2023 MCHBG Action Plan using DOH- provided template.*	*Submit monthly Action Plan reports to DOH Contract manager.*	*July-Sept 2022 quarterly report due October 15, 2022* *November 15, 2022* *December 15, 2022* *January 15, 2023* *February 15, 2023* *March 15, 2023* *April 15, 2023* *May 15, 2023* *June 15, 2023* *July 15, 2023* *August 15, 2023* *September 15, 2023*	
2d	*Develop 2023-2024 MCHBG Action Plan for October 1, 2023 through September 30, 2024 using DOH-provided template.*	*Submit MCHBG Action Plan to DOH contract manager.*	*Draft- August 18, 2023* *Final- September 8, 2023*	
Children and Youth with Special Health Care Needs (CYSHCN)				
3a	Complete Child Health Intake Form (CHIF) using the CHIF Automated System on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program guidance.	Submit CHIF data into Secure Access Washington website: https://secureaccess.wa.gov	January 15, 2022 April 15, 2022 July 15, 2022	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only

Task #	Activity	Deliverables/Outcomes	Due Date/ Time Frame	Payment Information and/or Amount
3b	Identify unmet needs for CYSHCN on Medicaid and refer to DOH CYSHCN Program for approval to access Diagnostic and Treatment funds to meet the need.	Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CYSHCN Program as needed.	30 days after forms are completed.	reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
3c	Work with partners to share updated local CYSHCN resources with Within Reach / Help Me Grow (HMG).	Review resources for your local area on ParentHelp123.org annually for accuracy and submit any updates to Within Reach.	September 30, 2022	
3d	*Complete intake and renewal, per reporting guidance supplied by DOH, on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program guidance.*	*Submit data to DOH per CYSHCN Program guidance.*	*October 15, 2022 January 15, 2023 April 15, 2023 July 15, 2023*	
3e	*Identify unmet needs for CYSHCN on Medicaid and refer to DOH CYSHCN Program for approval to access Diagnostic and Treatment funds as needed.*	*Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CYSHCN Program as needed.*	*30 days after forms are completed.*	
3f	*Work with partners to share updated local CYSHCN resources with Within Reach / Help Me Grow (HMG).*	*Review resources for your local area on ParentHelp123.org annually for accuracy and submit any updates to Within Reach.*	*September 30, 2023*	

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.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal subrecipient funding.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

*All training costs and all travel expenses for such training (for example: per diem, hotel, registration fees) must be pre-approved, unless identified in preapproved Budget Workbook. Submit a paragraph to your Community Consultant explaining why the training is **necessary** to implement a strategy in the approved work plan. Details should also include total cost of the training and a link to or brochure of the training. Retain a copy of the Community Consultant's approval in your records.*

Program Manual, Handbook, Policy References:
Children and Youth with Special Health Care Needs Manual -
https://www.doh.wa.gov/ForPublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/LocalHealthResourcesandTools/MaternalandChildHealthBlockGrant/ChildrenandYouthWithSpecialHealthCareNeeds

Health Services Authorization (HSA) Form
http://www.doh.wa.gov/Portals/1/Documents/Pubs/910-002-ApprovedHSA.docx

Restrictions on Funds:

1. At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].

2. Funds may not be used for:
   a. Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
   b. Cash payments to intended recipients of health services.
   c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
   d. Meeting other federal matching funds requirements.
   e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
   f. Payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant).[Social Security Law, Sec 504(b)].

3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1) (D)].

Monitoring Visits: Telephone calls with DOH contract manager as needed.

Billing Requirements: Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the "Total Consideration" for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted quarterly by the 30th of each month following the quarter in which the expenditures were incurred and must be based on actual allowable program costs. Billing for services on a monthly fraction of the "Total Consideration" will not be accepted or approved.

Special Instructions: Contact DOH contract manager ~~*below*~~ for approval of expenses not reflected in approved budget workbook.

MCHBG funds may be expended on COVID-19 response activities that align with maternal and child health priorities. Examples may include:

- Providing support in educating the MCH population about COVID-19 through partnerships with other local agencies, medical providers, and health care organizations.
- Working closely with state and local emergency preparedness staff to assure that the needs of the MCH population are represented.
- Funding infrastructure that supports the response to COVID-19. For example, Public Health Nurses who are routinely supported through the Title V program may be able to be mobilized, using Title V funds or separate emergency funding, to support a call center or deliver health services.
- Partnering with parent networks and health care providers to provide accurate and reliable information to all families.
- Engaging community leaders, including faith-based leaders, to educate community members about strategies for preventing illness

Restrictions listed above continue to apply.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Immunization - Perinatal Hepatitis B - Effective July 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Original **Revision # (for this SOW)** NA

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Period of Performance: July 1, 2022 through June 30, 2023

Statement of Work Purpose: The purpose of this statement of work (SOW) is to define required Perinatal Hepatitis B activities, deliverables, and funding

Revision Purpose: NA

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY23 PPHF Ops	74310226	93.268	333.93.26	07/01/22	06/30/23	0	1,000	1,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**1,000**	**1,000**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	1. In coordination with hospitals, health care providers, and health plans (if applicable), conduct activities to prevent perinatal hepatitis B infection in accordance with the Perinatal Hepatitis B Prevention Program Guidelines, including the following: • Identification of hepatitis B surface antigen (HBsAG)-positive pregnant women and pregnant women with unknown HBsAg status. • Reporting of HBsAg-positive women and their infants. • Case management for infants born to HBsAg-positive women to ensure administration of hepatitis B immune globulin (HBIG) and hepatitis B vaccine within 12 hours of birth, the completion of the 3-dose hepatitis B vaccine series, and post vaccination serologic testing.	Enter information for each case identified into the Perinatal Hepatitis B module of the Washington Immunization Information System	By the last day of each month	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	2. Provide technical assistance to birthing hospitals to encourage administration of the hepatitis B birth dose to all newborns within 12 hours of birth, in accordance with Advisory Committee on Immunization Practices (ACIP) recommendations. 3. Report all perinatal hepatitis B investigations, including HBsAg-positive infants, in the Perinatal Hepatitis B Module of the Washington State Immunization Information System.			

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.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal subrecipient funding.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements
Tasks in this statement of work may not be subcontracted without prior written approval from the Office of Immunization.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: OI-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Revision **Revision # (for this SOW)** 1

Period of Performance: July 1, 2022 through June 30, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to contract with local health to conduct activities to improve immunization coverage rates.

Revision Purpose: The purpose of this revision is to change the Statement of Work

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
FFY23 VFC Ops	74310222	93.268	333.93.26	07/01/22	06/30/23	13,470	0	13,470
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**13,470**	**0**	**13,470**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Develop a proposal to improve immunization coverage rates for a target population by increasing promotion activities and collaborating with community partners *(can use pre and post qualitative or quantitative collection methods).* ~~*The proposal must meet guidelines outlined in the Local Health Jurisdiction Funding Opportunity, Promotion of Immunizations to Increase Vaccination Rates announcement.*~~ *Examples of qualitative & quantitative methods/measures:* ▪ *Surveys, Questionnaires, Interviews* ▪ *Immunization coverage rates expressed in percentages* ▪ *Observations (i.e., feedback from surveys/interviews, social media posts comments)*	~~*Written proposal and a report that shows starting immunization rates for the target population*~~ *Written proposal summarizing project plan and method of assessing/observing change in target population.* *(Template will be provided)*	August 1, 2022	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	▪ *Analytic tools (i.e., google analytics measuring website traffic, page views etc.)*			
2	Upon approval of proposal, implement the plan to increase immunization coverage rates with the target population identified.	Written report describing the progress made on reaching milestones for activities identified in the plan (template will be provided)	November 30, 2022 March 31, 2023	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3	~~*Perform data collection necessary to enable a comparison of immunization rates from the start of the project.*~~ *Develop final report to include comparison of change or improvement of targeted outcome from start of the project/intervention [This can be short-term or intermediate outcomes with overall goal to increase immunization rates] Examples:* ▪ *Increased partner knowledge on immunization guidelines* ▪ *Change in attitudes about childhood vaccines* ▪ *Increase in school district immunization coverage rates*	~~*Final written report, including a report showing ending immunization rates for the target population (template will be provided)*~~ *Final written report including measured and/or observed outcomes [what was achieved as a result of the activity/intervention?].* *(Template will be provided)*	June 15, 2023	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

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.

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Tasks in this statement of work may not be subcontracted without prior written approval from the Office of Immunization.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Youth Cannabis & Commercial Tobacco Prevention Program - Effective July 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Revision **Revision # (for this SOW)** 1

Period of Performance: July 1, 2022 through December 31, 2022

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☒ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to provide funding for cannabis & commercial tobacco (including vaping products) prevention and control activities as a regional contractor for the Youth Cannabis and Commerical Tobacco Prevention Program through four sources of funding: SFY23 Dedicated Cannabis Account, SFY23 Tobacco Prevention, SFY23 Youth Tobacco Vapor Products, and FFY22 Tobacco-Vap Prevention Component 1.

Note: Commercial tobacco includes any product that contains tobacco and/or nicotine, such as cigarettes, cigars, electronic cigarettes, hookah, pipes, smokeless tobacco, heated tobacco, and other oral nicotine products. Commercial tobacco does not include FDA-approved nicotine replacement therapies.

** PLEASE NOTE: Due dates and allocations are for purposes of reflecting the total annual allocation and reporting for FFY22 and SFY23.

Revision Purpose: To provide funding and add a task for the contractor to participate in the Synar Coverage Study in partnership with the Washington State Healthcare Authority.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
SFY23 YOUTH TOBACCO VAPOR PRODUCTS	77410893	N/A	334.04.93	07/01/22	12/31/22	56,259	0	56,259
FFY22 TOBACCO-VAPE PREV COMP 1	77410212	93.387	333.93.38	04/29/22	12/31/22	37,772	0	37,772
SFY23 TOBACCO PREVENTION PROVISO	77410823	N/A	334.04.93	07/01/22	12/31/22	230,000	10,000	240,000
SFY23 DEDICATED CANNABIS ACCOUNT	77420823	N/A	334.04.93	07/01/22	12/31/22	409,588	0	409,588
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**733,619**	**10,000**	**743,619**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	DEVELOP NETWORK ANNUAL WORK PLAN	Contractor will submit a work plan for 2022-2023 utilizing the template provided by YCCTPP that addresses the four goals of the program and includes: • Performance-based objectives that will be defined by the contractor and YCCTPP contract manager.	45 days of contract execution	Funding utilized: State (YTVP, Tobacco Prevention, Marijuana Prevention and Education)

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		• Activities that utilize program strategies (defined into the YCCTPP implementation guide), that will address the defined performance-based objectives and overarching goals, tied to a specific timeframe with identified timeline goals. • **Funding must be dedicated to equitable policy, systems, environmental change in communities of higher need within the contractor's specified region, and if it is unclear a justification must be provided.** • The workplan must have a designated equity framework that will be utilized in **all** prevention efforts. • This workplan will be created in collaboration with and approved by the YCCTPP Contract Manager. • More details regarding the workplan requirements including the goals of the YCCTPP program, objectives, and strategies can be found in the YCCTPP Implementation guide. Note: Activities can be added to the tasks after workplan approval, the contractor should speak with their contract manager for approval.		Reimbursement for actual expenditures, not to exceed total funding consideration. A19-1A invoice for YCCTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract. The expenditure worksheet in the YCCTPP budget workbook must be completed by the 30th of the month following the month in which costs were incurred.
2	NETWORK EQUITY ASSESSMENT	Contractor will complete an initial equity assessment provided by YCCTPP within their regional network that will be submitted to the YCCTPP contract manager **within 90 days of the workplan being completed.** The assessment will be continuously revised throughout the year based on the network's needs.	Within 90 days of the workplan being completed	
3	ORGANIZATION AND NETWORK ADMINISTRATIVE PLAN	Contractor will complete an administrative plan within **90 days of contract execution** and submit any updates or changes on a quarterly basis, which will include: • Most current job descriptions and contact information of the program facilitator that is responsible for the performance of the statement of work and relevant staff. • Calendar of meetings, trainings, and professional development opportunities that the program administrator and relevant staff will participate in. All relevant staff are expected to participate in required conference calls (including kick off training, monthly check ins, YCCTPP program all contractors calls), trainings, webinars, and in-person or virtual meetings for YCCTPP contractors according to the schedule provided by DOH. **This is subject to change based on trainings and professional opportunities available.** • A list of all individuals/organizations that participate in the regional network that including contact information, a copy of a Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), or membership agreement, and the justification of their participation in the network. • **Required network sectors must have a representative for the grant to be considered in compliance.** Sectors chosen and their levels of engagement will be determined with the contract manager and tailored to the region's needs. A complete list of network sectors will be provided in the implementation guide.	90 days of contract execution	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		• Network meeting schedule and supporting documentation regarding membership participation/engagement. • A list of organizations and the contact information for the point person that are considered subcontractors.		
4	IMPLEMENT ANNUAL WORK PLAN AND REPORT PROGRESS	Based on the specific timeline developed by the YCCTPP contract manager and the contractor, they will report on activities progress and data by the **20th of each month.** Contractor will share network process on a quarterly basis through electronic survey that focuses on successes and challenges of their network and the YCCTPP program.	20th of each month	
5	ASSESS PROGRAM IMPLEMENTATION	Contractor will create annual report based on monthly and quarterly reporting for their regional network due **30 days after the period of performance.** Report guidelines and expectations will be provided by DOH for more information. Contractor will participate in state evaluation of YCCTPP, their networks, and the Practice Collaborative. Contractor will participate in region or population needs assessment every 2 years to update community/population data and needs. Contractor will participate in creation and updating of the 5-year strategic plan for the YCCTPP Program.	Annual Report due 30 days after the period of performance Needs assessment due every 2 years.	
6	PREPARE AND MANAGE WORK PLAN	Contractor will submit work plan for 2022-2023 for all required tasks (listed in more detail within the table below) for commercial tobacco prevention within **45 days of the state contract execution (estimated start date of 7/1/22),** utilizing template provided by YCCTPP that addresses the goals of the program as well as CDC grant requirements, which includes**:** • A minimum of one activity per required task with performance-based objective that will be defined by the contractor and the YCCTPP Contract Manager during workplan development. • The workplan plan must have a designated equity framework that will be utilized in **all** prevention efforts. • Funding must be dedicated to supporting the regional/priority population through equitable policy, systems, and environmental change and if it is unclear, a justification must be provided. This workplan will be created in collaboration with and approved by the YCCTPP Contract Manager. Note: Activities can be added after workplan approval, the contractor should speak with their YCCTPP contract manager for approval.	**45 days of the state contract execution**	Funding utilized: CDC Reimbursement for actual expenditures, not to exceed total funding consideration. A19 invoice for YCCTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract. The expenditure worksheet in the budget workbook must be completed by the 30th of the month following the month in which costs were incurred.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	IMPLEMENT WORK PLAN AND REPORT PROGRESS	Based on the specific timeline developed by the YCCTPP contract manager and the contractor, they will report on activities progress and data by the **20th of each month.** Contractor will share network process on quarterly basis through electronic survey that focuses on successes and challenges of their organization and YCCTPP program.	**20th of each month**	
	ASSESS PROGRAM IMPLEMENTATION	Contractor will participate in statewide evaluation of YCCTPP, Practice Collaborative, and CDC-funded programs. Contractor will participate in creation and updating of the 5-year strategic plan for the YCCTPP Program. Contractor will participate in community or population needs assessment every 2 years to update community/population data and needs.	Annual Report- 30 days after the period of performance Needs assessment due every 2 years	
7	**Policies, Systems & Environmental Work**	Contractor will work to strengthen or defend existing policy, systems, or environmental change (ex: SIPP and VIPP laws). Contractor will educate private and public organizations of current policies in place. Contractor will work to establish new policy, systems or environmental change that is equitable. Contractor will ensure that an existing policy, systems, or environmental change is properly implemented (including funding) and evaluated/monitored.	04/28/22 – 04/29/23	
	Education & Technical Assistance	Contractor will provide technical assistance regarding commercial tobacco (including e-cigarettes/vapor products) to community partners, and decision makers. Contractor will host or speak at trainings or community events to education others regarding prevention and education for commercial tobacco to increase the knowledge skills, and abilities of network members, community partners, and other community stakeholders. Contractor will disseminate resources (ex: TUDT) provided by YCCTPP and/or developed local to CBOs, centers, and networks supporting disparately affected communities that address emerging commercial tobacco/e-cigarettes and are culturally & linguistically appropriate, trauma-informed & equity-based.	04/28/22 – 04/29/23	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Collaboration & Engagement	Contractor will collaborate with YCCTPP program partners and external organizations (CBOs, CPWI, TPWI, ACH, DFC, etc.) to support prevention efforts for the youth and their community. Contractor will educate individuals, public and private organizations on the value of YCCTPP, utilizing material provided by DOH or created by their own organization network or another YCCTPP contractor/network. Contractor will educate adults who influence youth, such as parents, other family members, educators, clergy, coaches, etc. Contractor will build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing. Contractor will implement activities designed to prepare young people to make informed decisions, and lead change in their community.	04/28/22 – 04/29/23	
	Media & Communication	Contractor will plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national (ex: CDC Tips Campaign), statewide, and tailored media campaigns to prevent youth commercial tobacco initiation, and support cessation. Contractor will promote Washington State Quitline and self-help options for TUDT, including 2Morrow Health App (doh.wa.gov/quit) and This is Quitting (doh.wa.gov/vapefreewa), to people who use commercial tobacco. Contractor will prepare (design, research, write, edit), get approval for, or distribute informational/educational materials in hard copy or online. Contractor will plan, conduct, and document reach of various campaigns on various platforms (e.g., social media, point of purchase, movie theaters, radio, etc.).	04/28/22 – 04/29/23	
8	***Synar Coverage Study***	*Contractor will attend trainings hosted by Washington State Health Care Authority regarding the Coverage Study. The training schedule will be announced by August 15, 2022.* *Contractor will utilize the designated amount of funds ($10,000) to pay for staff time, travel-related costs, and other relevant costs to the completion of the Coverage Study in their assigned census tract(s) by October 31, 2022.* *Contractor may use any funds not utilized in the designated amount for the coverage study for other commercial tobacco-related activities that focus on prevention, control, and/or cessation.*	*October 31, 2022*	*Funding Utilized: SFY23 Tobacco Prevention* *Reimbursement for actual expenditures, not to exceed total funding consideration. A19 invoice for YCCTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract. The expenditure worksheet in the*

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
				budget workbook must be completed by the 30th of the month following the month in which costs were incurred.

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.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

A. **For MI Codes 77410893, 77410823 & 77420823**
To be in compliance with grant requirements, contractor will:
1. Hire and maintain program staff, which includes a minimum of one person (1.0 FTE) who is designated as the YCCTPP Region Network Facilitator. Additional staff to support workplan activities and completion of deliverables is allowed with approval of YCCTPP contract manager. See YCCTPP implementation guide for more information. The contractor shall ensure that DOH has the most current contact information of the person that is responsible for the performance of this statement of work.
2. Participate in required conference calls (including kick off training, monthly check ins, quarterly conference calls for the YCCTPP program), trainings, webinars, and in-person or virtual meetings for YCCTPP contractors according to the schedule provided by DOH.
3. Submit an Annual Implementation Plan and Budget according to the deadlines in Section E below.
4. Submit an Organization and Network Equity Assessment according to the deadlines in Section E below.
5. Submit an Organization and Network Administrative Plan according to the deadlines in Section E below.
6. Submit accurate and complete progress reports, budgets, and A19-1A invoices, using the required guidance, reporting tool or system, and deadlines (see Section E below) provided by DOH.
7. Act as the fiduciary agent if subcontracting. DOH must be notified and approve of any subcontractors; however, subcontractor performance is the responsibility of each YCCTPP Contractor.
8. Meet all requirements outlined in the YCCTPP Implementation Guide provided by YCCTPP.
9. Have completed background checks and on file for any staff or volunteer (funded and/or representing a YCCTPP contractor or subcontractor) who will be with youth and unsupervised. Prohibit any staff with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this contract. This requirement is consistent with existing statute RCW 9.96A.020.

For MI Codes: 77410212,
To be in compliance with grant requirements, the contractor will:
1. Hire and maintain program staff, which includes at least .25 FTE (that can be split among two people). They shall ensure that DOH has the most current contact information of the local program administrator that is responsible for the performance of this statement of work.

2. Participate in required conference calls (including kick off training, monthly check ins, quarterly conference calls for the YCCTPP program), trainings, webinars, and in-person or virtual meetings for YCCTPP contractors according to the schedule provided by DOH.
3. Submit an Annual Budget according to the deadlines in Section E below.
4. Submit an Annual Workplan that is supplemental to the state contract, according to the deadlines in Section E below.
5. Submit accurate and complete progress reports, budgets, and A19-1A invoices, using the required guidance, reporting tool or system, and deadlines (see Section E below) provided by DOH.
6. Act as the fiduciary agent if subcontracting. DOH must be notified and approve of any subcontractors; however, subcontractor performance is the responsibility of each YCCTPP Contractor.
7. Meet all requirements outlined in the YCCTPP Implementation Guide provided by YCCTPP.
8. Have completed background checks and on file for any staff or volunteer (funded and/or representing a YCCTPP contractor or subcontractor) who will be with youth and unsupervised. Prohibit any staff with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this contract. This requirement is consistent with existing statute RCW 9.96A.020.

B. DOH will support Contractor by providing:

1. Timely communications regarding funding amounts and/or funding reductions.
2. An annual calendar of key events including required and optional trainings and other key dates.
3. Contract oversight and point of contact for overall project coordination, technical assistance, and facilitation of project communication.
4. Templates for implementation plan, budget workbook, and reporting requirements.
5. Technical assistance on meeting project goals, objectives, and activities related to:
    a. Adapting required and innovative activities to ensure they are culturally and linguistically appropriate evidence-based or evidence-informed, or promising programs.
    b. Developing and adapting project materials so they are culturally and linguistically appropriate using Cultural and Linguistically Appropriate Services (CLAS) standards https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53.
    c. Providing relevant resources and training, as resources permit.
    d. Meeting performance measure, evaluation, and data collection requirements.
    e. Interpreting DOH guidelines, requirements, and expectations. This includes making determinations of whether CTPP funds may be used for activities and projects proposed by the Priority Population Contractor.

C. Program Administration:

1. The contractor shall perform the requirements and activities defined in this agreement and the YCCTPP Implementation Guide. At a minimum, program and fiscal performance will be monitored and evaluated monthly by the assigned DOH staff based on each contractor's Monthly Progress Report, and Monthly Expenditure Worksheet and A19 invoice. YCCTPP staff will also monitor and evaluate program performance during on-site visits [minimum one (1) per biennium] following requirements and protocols provided by YCCTPP.
2. The contractor shall provide DOH with the program administrator's name, address, telephone number, and any subsequent changes. This contract information will be kept in an internal DOH database, along with the same information of all staff supported in part/full with YCCTPP funds. Failure of the contractor to perform activities (including those subcontracted to other agencies or organizations) as described in the DOH-approved SOW included herein and subsequent amendments, and in accordance with DOH administrative and Contract Performance Policies, and with any applicable local, state, or federal law or regulation, may result in the reduction of funds, suspension of services, or the termination of this statement of work.
3. DOH reserves the right to determine the amount of any reduction, based on contractor's performance, and to unilaterally amend the contract to affect any reduction. Any reduction shall be based on a review of the contractor's expenditure patterns and actual performance.
4. Make reasonable efforts throughout the period of performance, to identify and leverage resources from private or public entities to support costs under this program.
5. The contractor's annual workplan and budget must be approved by YCCTPP contract manager prior to implementation. This includes execution of subcontracts within the community. Any changes to either the workplan or budget, must also be approved by the DOH contract manager prior to implementation.

D. Subcontractor Requirements:

1. When subcontracting with an organization that is leading regional efforts in one or more counties, the YCCTPP Contractor is required to include language in these contracts that reflects the following:
   - Submit monthly progress reports and invoices that reflect work performed and funding spent using tools provided by DOH or the YCCTPP Contractor. **Monthly progress reports for subcontractors should be due by the 15th of each month.**
2. When subcontracting with an organization to work directly with youth (ages 0-17), the YCCTPP Contractor is required to include language in these contracts that reflects the following:
   - Provide verification that background checks have been completed for any staff and volunteers who will work with youth(ages 0-17) and are on file.

E. Required Plans and Reports

The contractor shall submit required reports by the date due using required forms according to procedures issued by DOH. These reports and their due dates shall include, but not be limited to:

Report	**Date Due**
1. Submit an annual workplan and budget	Annually, no later than 45 calendar days after state contract execution (07/01/22). DOH approval will occur no later than two weeks after submission. Update as needed with contract manager approval.
2. Expenditure Report and Request for Reimbursement (A19)	A19s and updated budget workbook due the 30th of the month following the month in which costs are incurred. Non-health departments (non-consolidated contracts): A-19 documents (PDFs) must be saved, signed and emailed with the following title format: ***A-19-Contract #-organization name-month-year***.
3. Final Expenditure Projections, Report and Request for Reimbursement (FY Closeout)	Year-end projections are due as follows: SFY23: May 10, 2023. An invoice must be submitted market FINAL INVOICE PROJECTION Final Expenditure Reports and invoices are due no later than July 14, 2023 for SFY and June 13, 20223 for FFY and must be marked FINAL INVOICE.
4. Monthly Progress Report	The 20th of the month following the month in which activities were performed. Monthly reports of work will report on overall progress of activities in a monthly survey provided by YCCTPP. All documents related to task activities will be attached. Subcontractor reporting should be submitted to the YCCTPP contractor by the 15th of each month.
5. Quarterly Progress Report	The 20th of the of each month on a quarterly basis, starting September 2022 that focuses on narrative successes and challenges for each contractor. This report will be submitted in a survey provided by YCCTPP.
6. SFY Only: Network Equity Assessment	Completed annually, no later than 90 calendar days after workplan approval.
7. SFY Only: Organization and Network Administrative Plan	Completed no later than 90 calendar days after contract execution and updated quarterly after the fact.
8. SFY Only: Annual Report	Completed no later than 30 calendar days after period of performance, utilizing a template provided by YCCTPP that includes data from monthly and quarterly reports.
9. Assessment and Evaluation	Using a template provided by YCCTPP, complete project evaluation activities developed and coordinated by YCCTPP as requested. Additionally, utilizing data in monthly and quarterly progress reports, participate and support statewide evaluation efforts of CDC funds.
10. *Synar Coverage Study*	*Attend the required trainings hosted by the Washington State Health Care Authority (schedule will be released by August 15, 2022) and complete the coverage study in the assigned census tract(s) by October 31, 2022.*

The YCCTPP contractor shall be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

F. Payment

1. All expenditures incurred and reimbursements made for performance under this statement of work shall be based on actual allowable costs in accordance with the YCCTPP Implementation Guide.
2. DOH will reimburse the contractor for actual allowable program costs. Billings for services on a monthly fraction of the budget will not be accepted or approved.
3. DOH shall pay the contractor all allowable costs incurred as evidenced by a proper invoice submitted to DOH on a timely basis, insofar as those allowable and allocable costs do not exceed that amount appropriated or otherwise available for such purposes as stated herein, or in subsequent amendments.
4. DOH shall pay for costs under this statement of work up to a total not exceeding the total funding consideration amount. Costs allowable under this statement of work are based on DOH-approved budget for periods of performance: SFY July 1, 2022 – June 30, 2023 & FFY April 29, 2022 – April 28, 2023
5. Authorized and allowable program expenditures shall be reimbursed upon receipt and approval of the Monthly Progress Report, Monthly Expenditure Report and Request for Reimbursement form (A19) according to Section E of this contract. If the Monthly Progress Report, Expenditure Report and/or Request for Reimbursement form (A19) are not completed within 60 days of the month when expenditures were incurred, DOH may withhold approval and payment, at its discretion, until the 30th of the month following submittal.
6. Final expenditure projections must be submitted by the 14th of July for state funds and 13th of June for federal funds to allow DOH to appropriately accrue funds to make final payments.
7. The final Monthly Expenditure Report and Request for Reimbursement form must be submitted to DOH no later than 45 days following the end of the contract year in order to assure reimbursement of approved costs.
8. Backup documentation can include, but is not limited to; receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Backup documentation shall be kept on file by the fiscal agent and made available upon request by DOH.
9. Submission of electronic reports, deliverables, and other invoice attachments are preferred; however hard copies are acceptable.

G. Evaluation of YCCTPP Contractor's Performance

The YCCTPP Contractor performance will be evaluated on the following:

1. Timely completion, submission and YCCTPP approval of proposed annual workplan and Annual Budget Tracking Tool (Budget Line Items, Summary Budget Projections, Budget Narrative) to their designated contract manager in accordance with YCCTPP guidance and requirements.
2. Submittal of an organizational and network equity assessment with YCCTPP guidance, requirements, and timelines.
3. Submittal of an organizational and network administrative plan with YCCTPP guidance, requirements, and timelines.
4. Submission of Electronic A19 Invoice and Financial Back-up Document to DOH Grants Management and the YCCTPP SharePoint by the due dates listed above.
5. Submission of monthly progress reports and quarterly reports by the due dates listed above.
6. Submission of annual report with YCCTPP guidance, requirements, and timelines.
7. Site visits per requirements and protocols provided by DOH/YCCTPP.

H. Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)

Federal Funding Restrictions and Limitations:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Recipients may not use funds to purchase tobacco prevention curriculum for K-12 schools.
- Recipients may not use funds for tobacco compliance check inspections.
- Recipients may not use funds to pay for Synar or Federal Drug Administration (FDA) compliance monitoring.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.

- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
    - The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- See Additional Requirements (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (https://www.cdc.gov/grants/additionalrequirements/ar-35.html).

Dedicated Cannabis Account Restrictions:

- Recipients may not use funds for clinical care.
- Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual. Recipients may not use funds to buy cannabis products or paraphernalia used in the consumption and/or use of cannabis products.
- Recipients may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by DOH Contract Manager.
- Recipients may not use funding for construction or other capital expenditures.
- The contractor must comply with DOH YCCTPP guidance on food, incentives and use of DOH logo outlined in the YCCTPP Tailored Implementation Guide, and should not exceed federal per diem rates.
- Reimbursement of pre-award costs is not allowed.

Please see YCCTPP Implementation Guide for further restricts on each funding stream.

I. Program Manual, Handbook, Policy References

Meet requirements outlined in the Youth Cannabis and Commercial Tobacco Prevention Program (YCCTPP) Implementation Guide.

Special References

As a provision of Dedicated Cannabis Account (RCW 69.50.540) DOH shall fund a grants program for local health departments or other local community agencies that supports development and implementation of coordinated intervention strategies for the prevention and reduction of marijuana use by youth.

As a provision of the Youth Tobacco and Vapor Product Prevention Account, (RCW 70.155.120) DOH shall, within up to seventy percent of available funds, provide grants to local health departments or other local community agencies to develop and implement coordinated tobacco and vapor product intervention strategies to prevent and reduce the use of tobacco and vapor products by youth.

As a provision of the 2022 Operating Budget, (ESSB5693) funds are provided solely for tobacco, vapor product, and nicotine control, cessation, treatment and prevention, and other substance use prevention and education, with an emphasis on community-based strategies. These strategies must include programs that consider the disparate impacts of nicotine addiction on specific populations, including youth and racial or other disparities.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-497

File ID:	AB2022-497	**Version:**	1	**Status:**	Agenda Ready
File Created:	09/06/2022	**Entered by:**	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

Primary Contact Email: rsnijder@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement with the US Department of Agriculture Natural Resource Conservation Service to secure matching funds for the Savage Agricultural Conservation Easement through the Conservation Easement Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please see attached memo for full summary.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Contract

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

Mark Personius, AICP
Director

Memorandum

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

THROUGH: Steve Roberge, Assistant Director, PDS

FROM: Becky Snijder van Wissenkerke, CEP Administrator

DATE: September 6, 2022

SUBJECT: Request approval to sign agreement with USDA NRCS in order to secure matching funds for the Savage Agricultural Conservation Easement through the Conservation Easement Program.

Whatcom County Conservation Easement Program staff applied to the USDA NRCS Agricultural Conservation Easement Program for several Conservation Easement Program applications. The Savage application has been awarded matching funds to contribute towards the purchase of an agricultural conservation easement on the Savage property.

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

Request Summary
Conservation Easement Program Staff request approval for the Executive to sign the Parcel Contract Agreement for project number 5505462201X7G (Savage Agricultural Conservation Easement) to receive matching funds to support acquisition of an agricultural conservation easement on the Savage property. This request is to secure funding from USDA.

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	PDS
Division/Program: *(i.e. Dept. Division and Program)*	Conservation Easement Program/2670/267000 CEP
Contract or Grant Administrator:	Becky Snijder van Wissenkerke
Contractor's / Agency Name:	USDA NRCS

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): 5505462201X7G CFDA#: 10.931 ACEP

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: 17550

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):
$ 60,000.00

This Amendment Amount:
$

Total Amended Amount:
$

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

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

Summary of Scope:

Request approval to sign agreement with USDA NRCS in order to secure matching funds for the Savage Agricultural Conservation Easement through the Conservation Easement Program.

Term of Contract:	Expiration Date: 3/31/2025

Contract Routing:

1. Prepared by: BLS Date: 9/6/22
2. Attorney signoff: R Buckingham Date: 9/6/22
3. AS Finance reviewed: M Caldwell Date: 9/6/22
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Last edited 07/06/20

Clear Form

Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) PARCEL COST-SHARE CONTRACT

Lead ELIGIBLE ENTITY (Participant): Whatcom County	**ACEP-ALE Program Agreement Number:** 55054622PA053
State: Washington	**Parcel Contract Number:** 5505462201X7G

This parcel contract is effective on the date signed by the Natural Resources Conservation Service (NRCS) obligating official and extends through **March 31,** 2025 **[ENTER YEAR that is 3 fiscal years after the date signed by NRCS]**, or to March 31 of a subsequent fiscal year in accordance with the terms of the above-reference ACEP-ALE program agreement and as agreed to by all parties through the execution of a valid modification to this parcel contract as described herein.

1. The undersigned eligible entities (participants) enter into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract) with the Natural Resources Conservation Service (NRCS) to acquire an agricultural land easement, as set forth in the above-referenced ACEP-ALE Program Agreement on the Parcel identified in the documents that comprise this Parcel Contract, including the proposed Parcel boundary map. The term "Parties" as used herein refers collectively to NRCS and the undersigned participants.

2. This Parcel Contract is comprised of this Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract," and the Form NRCS-CPA-1265-Appendix and the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements," which are hereby fully incorporated into this document and are binding upon the participants. The Form NRCS-CPA-1266 may be modified through the execution of Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," by both NRCS and the participant and becomes a part of the Parcel Contract when the parties have agreed to and signed Form NRCS-CPA-1267.

3. NRCS issuance of payment of the Federal share to the participants in the amount identified on Form NRCS-CPA-1266, or approved modifications thereto on Form NRCS-CPA-1267, will be based on a determination by NRCS that the participants have satisfied the terms and conditions of this Parcel Contract and above-referenced Program Agreement.

4. The participants agree to—

   A) Identify on this Form NRCS-CPA-1265, all eligible entities (participants) under this Parcel Contract, and to identify one of the listed eligible entities as a "Lead Eligible Entity" to serve as the primary point of contact to NRCS for the purposes of administering this Parcel Contract and whose signature is required on all forms associated with this Parcel Contract.

   B) Identify on this Form NRCS-CPA-1265, the other eligible entities (participants) whose signatures are required on the Form NRCS-CPA-1266, and any associated modification thereto on Form NRCS-CPA-1267, and the on the submission of Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Acquisition of Easements," to request payment of the Federal share associated with this Parcel Contract.

   C) Obtain all required signatures on the Parcel Contract documents as identified on this Form NRCS-CPA-1265 and Form NRCS-CPA-1265-Appendix.

   D) Comply with the terms and conditions of this Parcel Contract and the above-referenced ACEP-ALE Program Agreement, including providing to NRCS all required items identified therein.

5. PARCEL CONTRACT PARTICIPANTS
(May only be an Eligible Entity that is Party to the ACEP-ALE Program Agreement to which this Parcel Contract is associated; Payment Shares identified below must total 100 percent)

A) Lead ELIGIBLE ENTITY (Participant)

Lead Eligible Entity Name Whatcom County	**TAX ID** 91-6001383	
	DUNS 06-0044641	
Eligible Entity Address, Telephone, e-mail 5280 Northwest Dr. Bellingham, WA 98226 (360) 778-5956 / rsnijder@whatcomcounty.us	**Payment Shares** *(enter percent)*	100 %
Signature of Authorized Representative		**Date**

ACEP-ALE PARCEL COST-SHARE CONTRACT

B) Additional ELIGIBLE ENTITIES (Participants)

(Attach additional pages as needed)

Eligible Entity Name Whatcom Land Trust			**TAX ID** 91-1246994 **DUNS** 96-5690506		
Eligible Entity Address, Telephone, e-mail 412 N Commercial St. Bellingham, WA 98225 (360) 650-9470 / Gabe@whatcomlandtrust.org			**Payment Shares** ***(enter percent)***		**%**
Signature of Authorized Representative				**Date**	
Signature required for modifications (Form NRCS-CPA-1267) (*NOTE: This delegation is not applicable for change in payment shares made on the Form NRCS-CPA-1267)*	**Yes**	**No**	**Signature required for payment requests (Form NRCS-CPA-1268)**	**Yes**	**No**

Eligible Entity Name			**TAX ID** **DUNS**		
Eligible Entity Address, Telephone, e-mail			**Payment Shares** ***(enter percent)***		**%**
Signature of Authorized Representative				**Date**	
Signature required for modifications (Form NRCS-CPA-1267) (*NOTE: This delegation is not applicable for change in payment shares made on the Form NRCS-CPA-1267)*	**Yes**	**No**	**Signature required for payment requests (Form NRCS-CPA-1268)**	**Yes**	**No**

6. NRCS APPROVING OFFICIAL

NRCS State Conservationist Signature	**Date:**

ACEP-ALE PARCEL COST-SHARE CONTRACT

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal. This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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U.S. Department of Agriculture
Natural Resources Conservation Service (NRCS)
On behalf of the
Commodity Credit Corporation (CCC)

Agricultural Conservation Easement Program –
Agricultural Land Easements (ACEP-ALE)

Appendix to Form NRCS-CPA-1265
ACEP-ALE Parcel Cost-Share Contract

Pursuant to the terms of ACEP-ALE PROGRAM AGREEMENT 55054622PA053 the terms of which are incorporated by reference into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract), the Commodity Credit Corporation (CCC) by and through the Natural Resources Conservation Service (NRCS) and Whatcom County

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(hereinafter, whether singular or plural, **ENTITY**) enter this Parcel Contract to provide funds for the acquisition of an agricultural land easement by **ENTITY** on the NRCS-approved Parcel (Parcel) identified on Form NRCS-CPA-1266, "Schedule of Acquisition for Easements," or any modification thereto on Form NRCS-CPA-1267, "Modifications of the Schedule of Acquisition for Easements." Each eligible entity identified on Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract," and in this appendix, must be identified as an **ENTITY** in the PROGRAM AGREEMENT, must be signatory to both the PROGRAM AGREEMENT and this Parcel Contract, must be a holder of the agricultural land easement deed, and is considered a participant in ACEP-ALE.

1. DEFINITIONS

The following definitions are applicable to the Parcel Contract and the associated PROGRAM AGREEMENT. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the PROGRAM AGREEMENT or the regulations governing ACEP at 7 CFR Section 1468.3.

1. Participant.—Is defined as an eligible entity who has entered into this Parcel Contract and is party to and responsible for implementing the terms and conditions of such Parcel Contract and associated PROGRAM AGREEMENT and who may receive payment of the ACEP-ALE cost-share assistance funds provided by NRCS as the Federal share.
2. Lead Eligible Entity.—As designated on the Form NRCS-CPA-1265, is one of the above-listed eligible entities who will serve as the primary point of contact to NRCS for the administration of this Parcel Contract; the lead eligible entity may serve as the primary signatory for executing specific documents associated with this Parcel Contract in accordance with designations made on the Form NRCS-CPA-1265.
3. Co-holder.—Is a legal entity that is identified in and signatory to the PROGRAM AGREEMENT and this Parcel Contract and will be identified as a co-holder (grantee)

on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.

4. Third-party Right Holder.—Is a legal entity identified in this Parcel Contract and that will be identified as a holder of a third-party right or other interest (not a grantee) on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.
5. Landowner.—Is a person, legal entity, or Indian Tribe, having current legal ownership of eligible land and those who may be buying eligible land under a purchase agreement and as further specified in 7 CFR Section 1468.3.

2. PROGRAM ELIGIBILITY REQUIREMENTS

A. NRCS is responsible to complete eligibility determinations for the land, landowner, and **ENTITY**. To remain in compliance with the terms of this Parcel Contract, **ENTITY** must provide NRCS sufficient and timely access, information, and documentation to complete these determinations.

B. **ENTITY** acknowledges that NRCS requires all current landowners of record, including required members of landowner-legal entities to:
   i. Complete and file Form AD-1026, "Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification," or any successor form, and meet the requirements set forth therein, in accordance with title XII of the Food Security Act of 1985, as amended.
   ii. Meet the requirements of, complete, and file Form CCC-941, "Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information," or any successor form.
   iii. Complete and file Form CCC-901, "Member's Information," or its equivalent, if the landowner is a business classified as a legal entity or joint operation by USDA under 7 CFR Part 1400.
   iv. Maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400.

C. **ENTITY** and co-holders identified in this Parcel Contract, must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Parcel Contract.

3. ACEP-ALE PARCEL COST-SHARE CONTRACT

A. The term "Parcel Contract," as used in this appendix, means the program documents, including Form NRCS-CPA-1265, this NRCS-CPA-1265-Appendix, the associated Form NRCS-CPA-1266, and as applicable any Form NRCS-CPA-1267. Such Parcel Contract sets forth the terms and conditions additional to the associated PROGRAM AGREEMENT for the acquisition of an agricultural land easement on an individual Parcel and receipt of ACEP-ALE cost-share assistance for such acquisition.

B. Execution of the Parcel Contract represents agreement by **ENTITY** to acquire an agricultural land easement on the identified Parcel or an agreed-to substitute Parcel under the terms specified in this Parcel Contract and the associated PROGRAM AGREEMENT.

C. This Parcel Contract must be executed by an authorized representative of **ENTITY,** NRCS, and all identified co-holders.

4. AGREEMENT

ENTITY agrees to—

1. Comply with all terms and conditions, complete all activities, and submit all required documents to NRCS in accordance with the timelines outlined in this Parcel Contract and the associated PROGRAM AGREEMENT.
2. Provide NRCS the information necessary to complete the Form NRCS-CPA-1266 and as applicable, any modifications or changes thereto, on the Form NRCS-CPA-1267.
3. Notify NRCS as soon as possible, generally within 60 days, of any changes in landownership, provide NRCS the most current evidence of ownership documentation, and execute a modification on Form NRCS-CPA-1267 as needed to reflect the updated current ownership.
4. Share responsibility for ensuring the information on Form NRCS-CPA-1266 and modifications thereto on Form NRCS-CPA-1267 is accurate and complete. NRCS may be prohibited from providing ACEP-ALE cost-share assistance if it is determined that the Parcel Contract information is not accurately reflected at the time of Parcel Contract execution and changes necessary to reflect the correct information are outside of the scope of the original Parcel Contract.
5. Not undertake any action on the Parcel which tends to defeat the purposes of this Parcel Contract, as determined by NRCS.
6. Allow NRCS representative or their agent access to the land under Parcel Contract for the purposes of conducting onsite visits needed to determine eligibility, conduct pre-acquisition due diligence activities, or complete any required planning activities.
7. Supply records and information, as required by NRCS, to determine compliance with the Parcel Contract and requirements of the program within 30 days of request.
8. Designate on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, based on the status of the eligible entities that are party to this individual Parcel Contract, whether **ENTITY** will acquire the agricultural land easement subject to the "noncertified eligible entity" provisions or "certified eligible entity" provisions set forth in the PROGRAM AGREEMENT and this Parcel Contract. **ENTITY** may only elect to operate under the certified eligible entity provisions, if an eligible entity that is party to this Parcel Contract and the associated PROGRAM AGREEMENT has been certified by NRCS based on the certification requirements in 7 CFR 1468.26.
9. The agricultural land easement deed for the Parcel identified in this Parcel Contract must satisfy the requirements as described in section VI(A)(5), and the applicable paragraph VI(A)(6) for noncertified eligible entities or VI(A)(7) for certified eligible entities. **ENTITY** must identify the selected option to be used to address such deed requirements on Form NRCS-CPA-1266, or modification thereto using Form NRCS-CPA-1267, and:
   a. For noncertified eligible entities, the agricultural land easement deed must contain the "Minimum Terms for the Protection of Agricultural Use," (ALE minimum deed terms) and based on the option selected to address this requirement **ENTITY** must attach as an exhibit to this Parcel Contract either—
      - "Attach" Option Selected.—The version of the "ALE Minimum Deed Terms Addendum" that will be attached to the conservation easement deed,

- "Incorporate" Option Selected.—The draft, unexecuted, NRCS NHQ-approved conservation easement deed with the ALE minimum deed terms incorporated, or
- "Template" Option Selected.—The draft, unexecuted, NRCS NHQ-approved template deed that will be used for the Parcel.

b. For certified eligible entities, **ENTITY** may select the "Certified Eligible Entity Deed" option or may, with prior-NRCS approval only, select the "Other" option. A copy of the final conservation easement deed must be submitted to NRCS with the payment request package and as identified in the PROGRAM AGREEMENT.

5. AGRICULTURAL LAND EASEMENT PLAN

A. **ENTITY** acknowledges that if the Parcel contains highly erodible cropland, a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 must be developed by NRCS or an NRCS-certified planner, approved by NRCS prior to closing, and provided to **ENTITY** and landowner. The HEL conservation plan must be identified on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267 and may comprise the entirety of the agricultural land easement plan.

B. If **ENTITY** has otherwise agreed to develop and maintain an agricultural land easement plan as described in the PROGRAM AGREEMENT and identified on the Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, **ENTITY** must ensure that the agricultural land easement plan is completed and signed by the **ENTITY** and landowner prior to closing.

C. The agricultural land easement is not required to be subject to an agricultural land easement plan, however **ENTITY** must ensure that for agricultural land easement plans developed as agreed-to or required, that the agricultural land easement deed includes provisions related to such plans as set forth in the PROGRAM AGREEMENT.

6. PAYMENTS

A. Based on a determination by NRCS that **ENTITY** has satisfied the terms and conditions of this Parcel Contract and the associated PROGRAM AGREEMENT and provided the items identified therein, NRCS may provide the Federal share for the purchase of the agricultural land easement acquired by the **ENTITY.**

B. **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on the identified Parcel.

C. To obtain reimbursement or an advance payment of the Federal share, **ENTITY** must submit a payment request package, which includes Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Easements," and the accompanying information and documentation required by the form and as identified in the PROGRAM AGREEMENT and this Parcel Contract.

D. **ENTITY** may submit the payment request package—
1. Sixty (60) days prior to the planned closing date when a payment is to be issued at closing (advance payment); or
2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement).

E. Payment of the Federal share for the purchase of an agricultural land easement on a Parcel owned by a legal entity, general partnership, or joint venture will be reduced by an amount

commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity determined to be subject to such reduction based on the average adjusted gross income provisions of 7 CFR Part 1400.

F. Prior to disbursement of funds, the NRCS State Conservationist will verify that **ENTITY** has provided all documentation, certifications, and information required by the terms of this Parcel Contract and the associated PROGRAM AGREEMENT. NRCS will conduct an internal review of the payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all payments that require national-level review. For advance payments, complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.

G. NRCS will disburse payment following receipt of a fully complete and correct payment request package from **ENTITY** within 30 days if the Federal share for the individual easement is less than $250,000 and within 60 days if the Federal share for the individual easement is $250,000 or greater.

H. If NRCS provides an advance payment, **ENTITY** must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. **ENTITY** must ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of receipt of the advance payment, **ENTITY** must ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day unless otherwise mutually agreed to by the parties. **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.

I. All payments received as part of this Parcel Contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that **ENTITY** consult with a tax professional as needed.

J. Any **ENTITY** that will receive any share of a payment made for the implementation of this Parcel Contract must be a signatory on the Parcel Contract and eligible for such payment. Payments will occur in accordance with the shares to which the parties have agreed as set forth on Form NRCS-CPA-1265 or in a fully executed modification on Form NRCS-CPA-1267, signed by all eligible entities. The Lead Eligible Entity on the Parcel Contract may sign the easement payment application, Form NRCS-CPA-1268, unless such signature authority is specifically not granted or assigned.

7. PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved if NRCS determines that any of the following conditions exist:

1. The landowner or operator has tenants who have an interest in land with a lease that has not been properly terminated or modified, and would interfere with **ENTITY**'s ability to implement the terms of this Parcel Contract or associated PROGRAM AGREEMENT.
2. **ENTITY** or landowner has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded according to paragraph 10(B) of this appendix, and no further payments will be made.

8. PARCEL CONTRACT MODIFICATION, CORRECTION, AND CANCELLATION

A. **ENTITY** and NRCS may modify this Parcel Contract by mutual agreement through the execution of a Form NRCS-CPA-1267 when—
   1. Both the **ENTITY** and the NRCS State Conservationist agree to the modification;
   2. NRCS had determined the modification is consistent with the purposes of the program; and
   3. **ENTITY** has provided all information needed for the modification and NRCS had completed all associated eligibility and programmatic determinations.

B. All modifications must be approved in writing by the authorized NRCS official and **ENTITY**. The Lead Eligible Entity may approve modifications to the Parcel Contract on behalf of others signatory to the Parcel Contract unless such signature authority is specifically denied on the Form NRCS-CPA-1265.

C. NRCS may unilaterally cancel this Parcel Contract when the easement acquisition would cause adverse impacts to significant cultural or environmental resources without mitigation action unless NRCS and **ENTITY** modify this Parcel Contract to address such impacts.

D. NRCS reserves the right to correct all errors in entering data or the results of computations in this Parcel Contract. If **ENTITY** does not agree to such corrections, NRCS will terminate the Parcel Contract.

9. PARCEL CONTRACT TERMINATION

A. If **ENTITY** fails to carry out the terms and conditions of this Parcel Contract, NRCS may terminate this Parcel Contract. NRCS may require **ENTITY** to refund payments received under this Parcel Contract. Refunds will be subject to the provisions in paragraph 10(B) of this appendix.

B. The NRCS may terminate this Parcel Contract, in whole or in part, without liability, if NRCS determines that continued operation of this Parcel Contract will result in the violation of a Federal statute or regulation, if NRCS determines that certain actions undermine the ability of the land to accomplish the purposes of ACEP-ALE, or if NRCS determines that termination would be in the public interest. In the event this Parcel Contract is terminated for any reason, the obligations of the parties will be as set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

C. The Parcel Contract terminates upon dissolution of the **ENTITY**.

D. NRCS may determine **ENTITY** is not in violation of this Parcel Contract for failure to comply with the Parcel Contract if the circumstances for failing to comply were beyond the control of the **ENTITY**, including a disaster or related condition, as determined by the NRCS.

E. Upon death of a landowner, this Parcel Contract will be terminated with no penalty to the parties to this Parcel Contract unless the landowner, court of appropriate jurisdiction, or operation of State law, appointed an executor or other estate representative to act on the landowner's behalf and such executor or estate representative is determined eligible by NRCS and identified on the Form NRCS-CPS-1267 or an NRCS-approved substitute parcel is identified.

F. Nothing in this Parcel Contract will be construed as to limit or condition any right acquired by the United States under any associated ACEP-ALE easement.

10. RECOVERY OF COST

A. The parties agree that NRCS will incur costs in administering this Parcel Contract. The parties further agree that in the event **ENTITY** violates the terms of this Parcel Contract, **ENTITY** voluntarily terminates this Parcel Contract before any contractual payments have been made, or this Parcel Contract is terminated with cause by NRCS, the NRCS is entitled to be reimbursed for these costs.
B. Collection of amounts due from **ENTITY** for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 1403. NRCS will notify **ENTITY** and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.

11. PERIOD OF PERFORMANCE

Within the timeframes established by NRCS, the documents that comprise this Parcel Contract must be signed, as identified therein, by an authorized representative of each eligible entity that is party to this Parcel Contract, and this NRCS-CPA-1265-Appendix must be signed by an authorized representative of each identified co-holder. This Parcel Contract is effective when signed by **ENTITY** and then executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the Parcel Contract as indicated on the Form NRCS-CPA-1265. The period of performance must be indicated on the Form NRCS-CPA-1266 or any modification thereto, on the Form NRCS-CPA-1267. This Parcel Contract remains valid until such time as the Parcel Contract expiration date is reached unless otherwise cancelled or terminated by the parties to the Parcel Contract pursuant to the terms and conditions of this Parcel Contract or the associated PROGRAM AGREEMENT. In the event that a statute is enacted during the period of this Parcel Contract which would materially change the terms and conditions of this Parcel Contract, the NRCS may require **ENTITY** to either modify this Parcel Contract consistent with the provisions of such statute or agree to Parcel Contract termination.

12. GENERAL TERMS

A. The regulations in 7 CFR Part 1468 for ACEP-ALE are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this appendix, the provisions of the regulations will prevail.
B. This Parcel Contract must be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Parcel Contract and questions as to the validity of any of its specific provisions will be resolved in favor of NRCS so as to give maximum effect to the conservation purposes of this Parcel Contract.
C. NRCS is administering this Parcel Contract on behalf of CCC. Therefore, where this Parcel Contract refers to "NRCS," NRCS is acting on CCC's behalf for the purposes of administering this Parcel Contract. When the term "**ENTITY**" is used in this Parcel Contract, it will be construed to mean all eligible entities identified in this Parcel Contract.
D. This Parcel Contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, the Prompt Payment Act, and is governed by the terms set forth herein.

13. CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (see generally 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards")

As a condition of this Parcel Contract entered into pursuant to the associated PROGRAM AGREEMENT, **ENTITY** certifies and assures that they are in compliance with and will comply in the course of this Parcel Contract and the associated PROGRAM AGREEMENT with all applicable laws, regulations, Executive orders, and other generally applicable requirements, including those set out in 2 CFR Part 200, applicable to nonprofit institutions, which are hereby incorporated into this Parcel Contract by reference, and such other regulatory and statutory provisions as are specifically set forth in the associated PROGRAM AGREEMENT and herein.

14. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

A. **ENTITY** may appeal an adverse decision under this Parcel Contract in accordance with the appeal procedures set forth in 7 CFR Part 11, Subpart A, and Part 614. Pending the resolution of an appeal, no payments will be made under this Parcel Contract. Before an **ENTITY** seeks judicial review, **ENTITY** must exhaust all appeal rights granted within these regulations.
B. **ENTITY** may also request equitable relief, as provided under 7 U.S.C. Section 7996, and 7 CFR Part 635, with the requirements of that provision.

15. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this Parcel Contract, **ENTITY** certifies that **ENTITY** will comply with the requirements of 2 CFR Part 182 and 2 CFR Part 421. If it is later determined that **ENTITY** knowingly rendered a false certification or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to NRCS under this Parcel Contract or associated PROGRAM AGREEMENT or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

The following **ELIGIBLE ENTITIES** and Co-Holders, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1265-Appendix and agree to its terms and conditions thereof.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by signing this Appendix may subject the signatory to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this appendix.

ELIGIBLE ENTITY – SIGNATURE OF AUTHORIZED REPRESENTATIVE
(All signatory Eligible Entities must be party to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

CO-HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE
(All signatory Co-Holders must be signatory to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" form and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

THIRD-PARTY RIGHT HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE
*(Optional, only required if **ENTITY** requires Third-Party Right Holders to Sign this appendix)*
(All signatory Third-Party Right holders may be identified on the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: Program.intake@usda.gov.

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U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-CPA-1266
02/2020

SCHEDULE OF ACQUISITION FOR EASEMENTS

Lead ELIGIBLE ENTITY (Participant)	STATE	PARCEL CONTRACT EXPIRATION DATE
Whatcom County	WA	March 31, 2025

ACEP-ALE PROGRAM AGREEMENT NUMBER	RCPP 2014 FARM BILL AGREEMENT NUMBER (Complete ONLY if Parcel Associated with RCPP Agreement)
55054622PA053	1680

Enrollment Type *(Check One)*:		General ALE	**Transaction Type** *(Check One):*		Standard Transaction	**Designation of Program Agreement and Parcel Contract Provisions Based on Eligible Entity Status** *(Check One):*		Non-Certified Eligible Entity Provisions
		ALE – Grassland of Special Environmental Significance (GSS)			Pre-closing Buy-Protect-Sell Transaction			Certified Eligible Entity Provisions[1/]
					Post-closing Buy-Protect-Sell Transaction			

INSTRUCTION: COMPLETE EACH SECTION

SECTION 1: Parcel Contract and Location Information *(A copy of the proposed Parcel boundary map must be attached to this Form NRCS-CPA-1266)*

PARCEL CONTRACT NUMBER	TOTAL EASEMENT ACRES	LAND UNITS OR LEGAL DESCRIPTION	SERVICE CENTER AND COUNTY
5505462201X7G	40.00	Farm #5102 Tract #3178	Everson Service Center, Whatcom County

SECTION 2: Conservation Easement Deed Language *(Check one and follow applicable instructions)*		SECTION 3: Agricultural Land Easement Plan Components[2/] *(Check all that apply)*	
	Attach Option.—ALE Minimum Deed Terms will be attached as an Addendum to the Conservation Easement Deed *(The version of the ALE Minimum Deed Terms Addendum that will be attached to the conservation easement deed must be attached to this Form NRCS-CPA-1266).*	☐	Highly Erodible Land (HEL) Conservation Plan
	Incorporate Option.—ALE Minimum Deed Terms will be incorporated into the Conservation Easement Deed *(A copy of the unexecuted, NRCS NHQ-approved conservation easement deed must be attached to this Form NRCS-CPA-1266 or through a modification using Form NRCS-CPA-1267).*	☑	Comprehensive Agricultural Land Easement Plan
	Template Option.—ALE Minimum Deed Terms addressed in an NRCS NHQ-Approved Template Deed (*A copy of the NRCS NHQ-approved template conservation easement deed must be attached to Form NRCS-CPA-1266 or through a modification using Form NRCS-CPA-1267).*	☐	Grasslands Management Plan
	Certified Eligible Entities ONLY.—Certified Eligible Entity Conservation Easement Deed *(A copy of the final conservation easement deed must be submitted to NRCS in as part of the payment request package as identified on Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Easements").*	☐	Forest Management Plan
	Other.—Include Explanation *(selection of this option requires prior NRCS approval).*	☐	None

SECTION 4: Easement Cost Information	
A. Estimated Fair Market Value of Agricultural Land Easement	$ 120,000.00
B. Requested Federal Share for the ALE • ***General ALE:*** *Federal Share cannot exceed 50% of Item A* • ***ACEP-ALE-GSS:*** *Federal Share cannot exceed 75% of Item A*	$ 60,000.00
C. Total Estimated Non-Federal Share[3/] *(The amount shown here is the total of—* • *All entity cash contributions for payment of easement compensation to the landowner.* • *All landowner donations toward easement value.* • *Only the amounts of eligible procured costs that may be relied upon to meet the minimum non-Federal share requirements.* • *Only the amounts of Stewardship funds contributed by the eligible entity that may be relied upon to meet the minimum non-Federal share requirement, limited to 2% of item (A) above).*	$ 60,000.00

SECTION 5: Eligible Entity *(attach additional sheets as necessary)*

A. Name of Eligible Entity - List all Eligible Entities that are party to this Parcel Contract	**B. Role of Eligible Entity** - Independent - Dependent	**C. Certified Eligible Entity**[1/] - Yes - No	**D. Payment Shares (Percentage)** - Enter percentage from Form NRCS-CPA-1265 - Total must equal 100%	**E. Distribution: Estimated Amount of Federal Share to be paid to Eligible Entity** - Federal share may only be paid to an Eligible Entity - Total must equal section 4, item (B) above
Whatcom County	Independent	No	100 %	$ 60,000.00
			%	$
			%	$
			%	$
		Totals:	100 %	$ 60,000.00

SECTION 6: Other Interest Holder Information *(attach additional sheets as necessary)*

A. Name of Legal Entity - List all co-holders or third-party right holders that will be identified in the Conservation Easement Deed for this Parcel	**B. Role of Legal Entity** - Co-holder - Third-Party Right Holder
Whatcom Land Trust	Co-holder

SECTION 7: Parcel Landowner Information *(attach additional sheets as necessary) (Only one landowner may be identified as the decisionmaker in column B below)*

A. Landowner Name[4/]	B. Decision Maker *(Yes/No)*	C. Ownership Share (%) of Parcel	D. Adjusted Gross Income (AGI) Waiver Approved[5/] *(Yes/No)*	E. Commensurate Reduction (%) applied at payment [6/]
Michele Savage		100.00 %	No	0 %
		%		%
		%		%
		%		%
		%		%
		%		%
Total Ownership Shares (Must Equal 100%):		100.00 %		

NOTES:

[1/] Acquisition of the agricultural land easement on the identified Parcel may occur in accordance with the certified eligible entity provisions of the above-referenced Program Agreement and this Parcel Contract only if at least one eligible entity identified in section 5 above has been certified by NRCS and if the designation to proceed subject to the certified eligible entity provisions has been made on this Form NRCS-CPA-1266.

[2/] In accordance with the provisions of the above-referenced Program Agreement and this Parcel Contract, an eligible entity may elect to develop on its own, a comprehensive agricultural land easement plan, a grassland management plan, or a forest management plan, however, if the Parcel contains highly erodible cropland, the associated HEL conservation plan must be developed by NRCS or an NRCS-certified planner.

[3/] The specific breakdown of the final amounts and sources that comprise the non-Federal share must be provided in the "Statement to Confirm Matching Funds," (Form NRCS-CPA-230, or successor form) submitted to NRCS.

[4/] NRCS must be notified of any changes in landownership prior to closing in accordance with the terms of this Parcel Contract. If prior to closing, the parcel ownership is different than reflected on this document, the landowners must be eligible, as determined by NRCS and a Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," must be executed to reflect current ownership.

[5/] Prior the execution of Form NRCS-CPA-1266, all landowners must be determined compliant with the AGI provisions as set forth in 7 CFR Part 1400, and such determination remains in effect for the duration of the Parcel Contract unless a change is made that affects the existing AGI determination, including the applicability of any AGI waivers granted by NRCS. Before Form NRCS-CPA-1267 may be executed to modify the Parcel Contract to reflect such changes, the landowners must be determined compliant with the AGI provisions.

[6/] NRCS must determine whether payment of the Federal share must be commensurately reduced in accordance with 7 CFR Part 1400 and as described in Form NRCS-CPA-1265-Appendix. The amount shown is the anticipated percent by which payment of the total Federal Share will be reduced. The amount of the actual payment of the Federal share provided by NRCS will reflect the final commensurate reduction determinations made prior to issuing such payment.

Certification of Participants			
Lead Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date

Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date

Signature of NRCS Approving Official	
NRCS State Conservationist Signature	Date

PRIVACY ACT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Sec. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. Section 3801 note and 16 U.S.C. Section 3846.

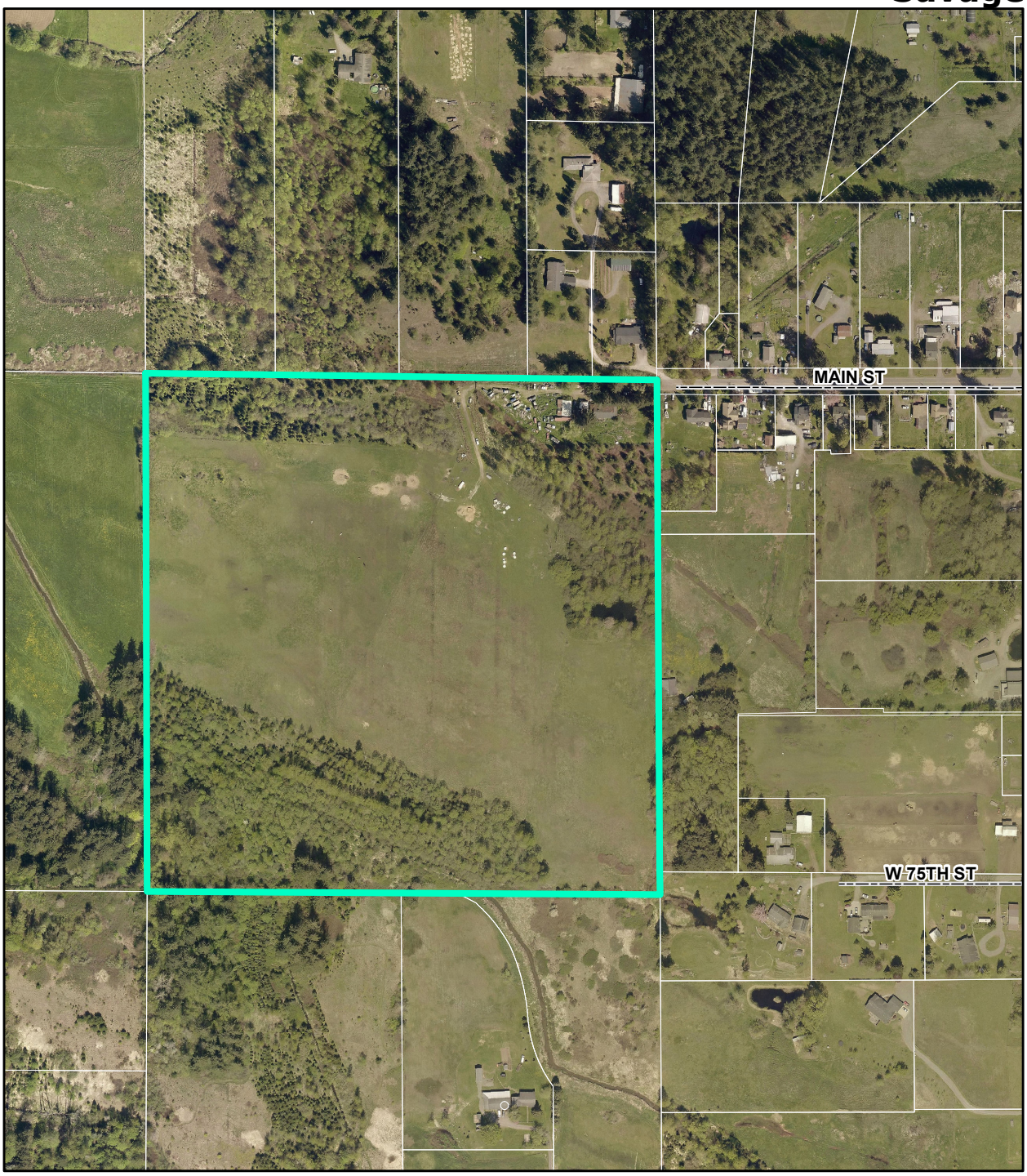
NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
USDA is an equal opportunity provider, employer, and lender.

Savage



Whatcom County 2020 PDR Program Property - Proposed Protected Area

Savage Property - 40.00 ac.

APN#:
400135 204331 - 40.00 ac.

Geographic Information System
WHATCOM COUNTY
WASHINGTON
2020

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT:

Whatcom County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damage, loss, or liability arising from any use of this map.

0 80 160 320 480 640 Feet

AGRICULTURAL CONSERVATION EASEMENT PROGRAM (ACEP)
AGRICULTURAL LAND EASEMENT (ALE)
MINIMUM DEED TERMS FOR THE PROTECTION OF AGRICULTURAL USE

INSTRUCTIONS FOR APPENDING: *When these terms are appended as an exhibit to the Agricultural Land Easement deed, as opposed to being incorporated directly into an Agricultural Land Easement deed, the following requirements must be met: (1) The Agricultural Land Easement deed must be an enforceable real property easement interest that runs with the land in perpetuity or for the maximum term allowed under State law and protects the agricultural use and future viability, and related conservation values, of eligible land by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protects grazing uses and related conservation values by restoring or conserving eligible land. (2) A complete copy of the exhibit below must be attached to the Agricultural Land Easement deed at the time of closing and recordation. (3) The following paragraph must be inserted at the end of the body of the Agricultural Land Easement deed.*

> This **[INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT]** is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT ____ is attached hereto and incorporated herein by reference and will run with the land [**SELECT ONE**: *in perpetuity* **OR** *for the maximum duration allowed under applicable State laws*]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT ____ (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT ____entitled "Minimum Deed Terms For The Protection Of Agricultural Use" that is appended to and made a part of this easement deed.

INSTRUCTIONS FOR INCORPORATION: *When these terms are incorporated directly into an Agricultural Land Easement deed the following three paragraphs must be included in the Agricultural Land Easement deed's granting clause and recitals. The terms in Section I and Section II must be incorporated into the body of the Eligible Entity's Agricultural Land Easement deed unmodified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the Agricultural Land Easement Deed, Baseline Documentation Report, Protected Property, and the Parties. Please note, the language contained below between "Exhibit ___" and "Section I" is not for use with this method.*

[Include in Granting Clause after Grantor and Grantee:]

> and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

[Include in Recitals:]

This **[INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT]** is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of [**SELECT BASED ON ENROLLMENT TYPE:**

(FARMLAND) *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the*

Protected Property (the "Purpose of the ALE").

(GRASSLAND, NON-GRASSLAND OF SPECIAL ENVIRONMENTAL SIGNIFICANCE (GSS) *protecting grazing uses and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").*

(GRASSLAND, GSS) *protecting grazing uses,* **[(SELECT ONE OR MORE)** *protecting and providing habitat for threatened, endangered, or at-risk species; protecting sensitive or declining native grasslands; protecting highly sensitive natural resources identified by the Grantee***]**, *and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").***]**

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [**SELECT ONE:** *appended to this easement deed* **OR** *maintained in the files of the Grantee*].

EXHIBIT_____

MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

The Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement ("ALE"), as described in this Agricultural Land Easement Deed ("ALE Deed"), on real property described in Exhibit _____, hereafter referred to as "the Protected Property." As used herein, references to the "ALE Deed" include this Exhibit, except where explicitly stated otherwise.

[LANDOWNER NAMES] (collectively "Grantor"), the **[ELIGIBLE ENTITY NAMES]** (collectively "Grantee"), and the **United States of America** (the "United States"), acting by and through the United States Department of Agriculture Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (jointly referred to as the "Parties") acknowledge that the ALE is acquired by the Grantee for the purpose of **[SELECT BASED ON ENROLLMENT TYPE:**

(FARMLAND) *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (the "Purpose of the ALE").*

(GRASSLAND, NON-GSS) *protecting grazing uses and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").*

(GRASSLAND, GSS) *protecting grazing uses,* **[(SELECT ONE OR MORE)** *protecting and providing habitat for threatened, endangered, or at-risk species; protecting sensitive or declining native grasslands; protecting highly sensitive natural resources identified by the Grantee***]**, *and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").***]**

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [**SELECT ONE:** *appended to this easement deed* **OR** *maintained in the files of the Grantee*].

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between this Exhibit and other provisions of the ALE Deed. Notwithstanding any other provision of the ALE Deed, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the terms and conditions identified in the following Sections I and II. If the terms and conditions in Sections I and II are inconsistent with terms and conditions in other portions of the ALE Deed, Sections I and II will control; provided, however, that if other portions of the ALE Deed have terms and conditions that are more restrictive to the rights of the Grantor and are consistent with the provision or intent of the terms and conditions in Section I, Paragraphs 1, 2, and 4, those more restrictive terms and conditions will control. If other portions of the ALE Deed are more restrictive to the rights of the Grantor than Section I, Paragraphs 3 and 5, and Section II, then Section I, Paragraphs 3 and 5, and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this ALE, and the restrictions and covenants of this ALE Deed will apply to the Protected Property as a whole.

The terms and conditions of the ALE Deed run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this ALE Deed, including the following:

1. Limitation on Impervious Surfaces. Impervious surfaces will not exceed _____ percent**[Insert approved impervious surface percentage. Note: if greater than 2 percent, a written waiver from the Chief of NRCS or the Chief's authorized designee is required.**] of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE Deed.

[*Include the following if limited subdivision is allowed below*: *In the event the Protected Property is subdivided as provided for in Section I, Paragraph (2)(A), the total cumulative impervious surface of the subdivided parcels must not exceed the impervious surface limitation referenced above. The Grantor, with Grantee approval, will allocate the impervious surface limit among the subdivided parcels and ensure said impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument.*]

2. Limitations on Nonagricultural Uses. Any activities inconsistent with the Purpose of the ALE are prohibited. *[**Note: The term "ALE grassland enrollments" refers to both general ALE grazing uses enrollments or ACEP-ALE-GSS enrollments.** **Also include the following sentence for ALE grassland enrollments:** *The provisions of this ALE Deed limit the types of agricultural operations that can occur on the Protected Property to those that promote the Purpose of the ALE.*] The following activities are inconsistent with the Purpose of the ALE and are specifically prohibited, subject to the qualifications stated below:

(A) *Subdivision* – **[Select Option 1, 2, or 3.] [Additionally, where required by State law the following may be inserted at the end of the selected option**: *Notwithstanding the foregoing, subdivision of the Protected Property is permissible when necessary to comply with State or local regulations that explicitly require subdivision to construct residences for employees working on the Protected Property. Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), prior to division of the Protected Property in accordance with such State or local regulations.***]**

[Option 1] Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.

[Option 2] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ separate parcels (____ divisions allowed), the boundaries and the allocation of the impervious surface limitation of which have been identified in EXHIBIT _____, which is appended to and made a part of this ALE Deed. To protect the Purpose of the ALE, the boundaries of such divisions have been preapproved in writing by Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS). Deviations from the identified boundaries will not be allowed. Grantor must give Grantee and the Chief of NRCS written notice prior to subdividing, dividing, or separately conveying a parcel of the Protected Property.

[Option 3] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ separate parcels (____ divisions allowed). To protect the Purpose of the ALE, the

boundaries of such divisions must be approved in writing by Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Protected Property into separately conveyable farm or ranch parcels when—

1. The Grantee requests the Chief of NRCS approval to subdivide the Protected Property into separate farm or ranch parcels, after receiving a request from the Grantor;

2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agricultural use and that any new owners of the subdivided Protected Property farm or ranch parcels intend to use such parcels for agricultural operations; and

3. The Chief of NRCS determines that the—

a. Parcels resulting from the subdivision of the Protected Property will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 et seq. as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and

b. The resulting parcel will not be below the median size of farms in the county or parish as determined by the most recent United States Department of Agriculture's National Agricultural Statistical Survey (NASS).

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

(i) Agricultural production and related uses in accordance with the terms and conditions of this ALE Deed;

(ii) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Purpose of the ALE and in accordance with the terms and conditions of this ALE Deed;

(iii) Temporary or seasonal outdoor activities or events that do not harm the Purpose of the ALE; and

(iv) Commercial enterprises related to agriculture or forestry including but not limited to **[Select those consistent with the Purpose of the ALE and that may occur on the Protected Property:** *agritourism; processing, packaging, and marketing of farm or forest products; farm machinery repair; farm wineries; and small-scale retail enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.*] **[For properties that contain historical or archaeological resources the following may be inserted:** *Commercial enterprise activities related to interpretation of the Protected Property's historic or archaeological resources.*]

(C) *Construction on the Protected Property* – Except as otherwise permitted in this **Section I, Paragraph 2(C)**, all structures and improvements must be located within the Building Envelope(s), [**Select One (FIXED OPTION):** *containing approximately _____ total acres and described or shown*

in EXHIBIT _____, which is appended to and made a part of the ALE deed. **OR (FLOATING OPTION):** *of which there shall be no more than _____, containing no more than _____ total acres. The Grantor must receive prior written approval of the location and boundaries of the future building envelopes from the Grantee and the Chief of NRCS, following which, the Grantor and Grantee shall amend this ALE Deed to add an exhibit that describes the approved boundaries and locations of the Building Envelope(s).*]

[**Alternately, if the Protected Property will have no building envelopes, replace the preceding sentences with the following:** *Except as otherwise permitted in this* ***Section I, Paragraph 2(C)****, no structures or improvements, whether existing or in the future, may be constructed, replaced, or enlarged on the Protected Property.*]

[Include the following subparagraph if future adjustments to approved building envelopes may be considered: *The identified boundaries and locations of the approved Building Envelope(s) may be adjusted only with prior written approval from the Grantee and the Chief of NRCS. The adjusted Building Envelope(s) may not be larger than the approved Building Envelope(s) and must provide equal or greater protection of the Purpose of the ALE. Following receipt of written approval to adjust identified Building Envelope(s), the Grantor and Grantee shall amend this ALE Deed to add an exhibit that describes the subsequently approved boundaries and locations of the Building Envelope(s).*]

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph 2(B)(ii)** and in this **Section I, Paragraph 3(C)** that neither individually nor collectively have an adverse impact on the Purpose of the ALE, may be located outside of the Building Envelopes with prior written approval of the Grantee.

New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and are necessary to carry out the agricultural operations or other allowed uses on the Protected Property. **[Add the following sentence for ALE-GSS enrollments:** *Any new roads must be constructed in a location and manner that is consistent with the Purpose of the ALE and will not negatively impact the habitat, species, or sensitive natural resources identified for protection in the Baseline Documentation Report.***]**

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced, and new fences installed if they are necessary for agricultural operations or other allowed uses on the Protected Property or to mark boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the ALE **[Add the following sentence for ALE-GSS enrollments:** *and will not negatively impact the habitat, species, or sensitive natural resources identified for protection in the Baseline Documentation Report***].**

(D) *Granting of Easements for Utilities and Roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.

(E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except for the following:

(i) Dam construction pursuant to a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;

(ii) Erosion and sediment control pursuant to a plan approved by the Grantee;

(iii) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the ALE; and

(iv) [**Select One:** *Agricultural activities* **OR** *Grazing uses or grassland restoration*] and related conservation activities conducted in accordance with the terms and conditions of this ALE Deed **[Insert if the agricultural land easement plan paragraph is included:** and the agricultural land easement plan as described in Section I, paragraph 4].

(F) *Surface and Subsurface Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE Deed or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited [**Include the following if either of the optional mineral extraction options below are used:** *except as otherwise provided in this Paragraph (F)*].

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this ALE Deed is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (F). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this ALE Deed and must incorporate by reference this ALE Deed.

[**Include the following subparagraph if a limited allowance for agricultural purposes may be authorized**: *Limited mining activities for materials (e.g., sand, gravel, or shale) used to facilitate the agricultural operations on the Protected Property are allowed where the extraction of such materials is limited, localized, and small with a defined area and acreage* **[SELECT ONE:** *identified in EXHIBIT ____* OR *approved prior to extraction by the Grantee, not to exceed _____ acres*,**]** *and does not harm the Purpose of the ALE*.]

[The following may be inserted to qualify the above if Grantee chooses to allow subsurface mineral development as an alternative to a complete prohibition on mineral exploration and extraction on the Protected Property – Beginning of Optional Additional Subsurface Mineral Development Language: *Subsurface mineral development on the Protected Property is allowed in accordance with this Paragraph (F), if approved by Grantee and Chief of NRCS. Grantee and Grantor must demonstrate prior to the initiation of mineral development activity that such subsurface mineral development shall—*

(i) Be conducted in accordance with applicable State law;
(ii) Have a limited and localized impact;
(iii) Not harm the Purpose of the ALE;
(iv) Not materially alter or affect the existing topography, as determined by Grantee and the Chief of NRCS;
(v) Comply with a subsurface mineral development plan that includes a plan for the remediation of impacts to the Purpose of the ALE, which includes reclaiming and restoring all areas of the Protected Property that are impacted by the subsurface mineral development and such plan is approved by Grantee and the Chief of NRCS prior to the initiation of mineral development activity.
(vi) Not be accomplished by any surface-mining method;
(vii) Be within the impervious surface limits described in Section I, Paragraph 1; and
(viii) Use practices and technologies that minimize the duration and intensity of impacts to the Purpose of the ALE.

All areas of the Protected Property that are impacted by subsurface mineral development pursuant to this section must be reclaimed and restored within a reasonable time, as determined by the Grantee and Chief of NRCS, at cessation of subsurface mineral development activities.

Impervious surfaces, as defined in Section I, Paragraph 1, *include any surface disturbance or impervious surfaces associated with subsurface mineral development allowed by this paragraph*. **End of Optional Additional Subsurface Mineral Development Language]**

[Include the following paragraph for all ALE Grassland Enrollments: (G) *Crop Cultivation. Except for grazing uses and grassland restoration and conservation, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited* [**Include the following if agricultural intensification may be permitted on ALE Grassland Enrollments that are non-GSS (not allowed on ALE-GSS enrollments):** *outside of the Designated Crop Cultivation Areas on the Protected Property, identified in Exhibit _____, the extent of such areas may not exceed* **[Insert Percent Not to Exceed 10 Percent]** _____ *percent of the Protected Property, the agricultural uses, location, and boundaries of which must be compatible with the purpose of the ALE and be approved in advance, in writing by the Grantee*.**]**

3. Preserving Agricultural Uses. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property and the Purpose of the ALE. **[The preceding sentence must be struck for ALE grassland enrollments.]** No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the ALE's protection for the Purpose of the ALE. Allowed uses of the Protected Property include the specific uses allowed in Section I, Paragraph (2)(B)(i)–(v) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of **[Select One:** *agricultural crops and livestock* **OR** *livestock and agricultural products compatible with the Purpose of the ALE***]** are allowed provided these activities are conducted in a manner consistent with the terms of the ALE deed **[Insert if the agricultural land easement plan Section I, Paragraph 4 is included:** *and the agricultural land easement plan described in Section I, Paragraph 4*].

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property **[Insert if a forest management plan is included in Section I, Paragraph 4:** *and in accordance with a written forest management plan as described in Section I, Paragraph 4*__]__.

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits and consistent with the Purpose of the ALE.

[Include the following paragraph any time the property is in grassland use that is considered during ranking and selection, is an ALE grassland enrollment, or funded for conservation purposes that include conserving or restoring grassland uses or grassland dependent species: (D) *Grassland Uses of the Protected Property* – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire presuppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions of this ALE Deed and the Purpose of the ALE. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline. Determinations of birds whose populations are in significant decline, nesting seasons for such birds, and the areas of the Protected Property affected by this restriction will be set forth within [**Select all that apply:** *the Baseline Documentation Report, the ALE Plan, and the grassland management plan described in Section I, Paragraph 4*].

[**Include the following paragraph and each applicable clause if the Protected Property contains highly erodible cropland or is an ACEP-ALE-GSS parcel on an FY 2019 ALE-agreement, and for each agricultural land easement plan the entity has otherwise agreed to:**

4. Agricultural Land Easement Plan. *The Grantee shall prepare an agricultural land easement plan (the "ALE Plan") in consultation with the Grantor and as needed NRCS. The Grantee agrees to update the ALE Plan, in consultation with the Grantor and as needed, NRCS, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.*

[INCLUDE THE FOLLOWING ONLY IF ENTITY AGREED TO HAVE A GENERAL ALE PLAN: *The ALE Plan shall describe the farm or ranch management system, describe the natural resource concerns on the Protected Property, describe the conservation measures and practices that may be implemented to address the identified resource concerns, and promote the long-term viability of the land to meet the Purpose of the ALE.]*

[INCLUDE THE FOLLOWING IF PARCEL CONTAINS HIGHLY ERODIBLE CROPLAND: *The ALE Plan shall include a conservation plan that complies with 7 CFR Part 12 pertaining to all highly erodible cropland on the Protected Property. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this ALE Deed based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised conservation plan.]*

[INCLUDE THE FOLLOWING FOR ALL ACEP-ALE-GSS PARCELS ON FY 2019 ALE-AGREEMENTS OR IF THE ENTITY HAS AGREED TO HAVE A GRASSLAND MANAGEMENT PLAN: *The ALE Plan shall include a grassland management plan that describes the grassland*

resource; the management system and practices that conserve, protect, or enhance the viability of the grassland; and as applicable any habitat, species, or sensitive natural resources requirements, permissible and prohibited activities, and any associated restoration plans.]

[INCLUDE THE FOLLOWING IF THE ENTITY HAS AGREED TO HAVE A FOREST MANAGEMENT PLAN: *The ALE Plan shall include a forest management plan that describes the management system and practices that conserve, protect, or enhance the viability of the forest land and as applicable, any significant conservation benefits. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee.*]

[Include the following paragraph if eligibility of the land for ACEP-ALE is based on the presence of historical or archaeological resources or the project received ranking points for the multifunctional benefits of agricultural land protection for historical and archaeological resources (Note: Number as paragraph 4 if the preceding ALE plan paragraph is not included):

5. Historic or Archaeological Resources. *Existing archaeologically, culturally, or historically significant features on the Protected Property including, but not limited to, such features as documented in the Baseline Documentation Report, must be maintained consistent with the guidelines provided in The Secretary of Department of the Interior's Standards for the Treatment of Historic Properties pursuant to 36 CFR Part 68, as amended. The up-to-date version of such guidelines must be maintained by Grantee in the Baseline Documentation Report and made available to Grantor upon request. The archaeologically, culturally, or historically significant features may not be altered or removed without Grantee's prior written approval, which approval will not be given except where the proposed activity is accomplished in accordance with the guidelines provided in the Secretary of the Department of the Interior's Standards for the Treatment of Historic Properties*.]

SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE-Agreement with the

Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined below).

3. Environmental Warranty.

As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

As used herein, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and

wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

4. Extinguishment, Termination, and Condemnation. The interests and rights under this ALE Deed may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, any proposed extinguishment, termination, or condemnation action that may affect the United States' interest in the Protected Property must be reviewed and approved by the United States.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is _____ percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee **[Calculate and enter the percent of fair market value of the ALE provided based on the sum of the Grantee's contributions and Grantor donations toward the acquisition value of the easement]**, _____ percent of the Proportionate Share; and (b) to the United States _____ percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

5. Amendment. This ALE Deed may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and

through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

PROGRAM AGREEMENT
between
USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
and the
Whatcom County
for the
AGRICULTURAL CONSERVATION EASEMENT PROGRAM
AGRICULTURAL LAND EASEMENTS

This PROGRAM AGREEMENT is entered into by and between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), on behalf of the Commodity Credit Corporation (CCC), and the **Whatcom County** (hereinafter, whether singular or plural, **WHATCOM COUNTY**). NRCS and **WHATCOM COUNTY** are engaged in complementary and compatible activities related to purchasing agricultural land easements to secure the long-term protection of the agricultural use and future viability, and related conservation values, of eligible land by limiting the nonagricultural uses of that land that negatively affect the agricultural uses and conservation values, or protecting grazing uses and related conservation values by restoring or conserving eligible land. These activities are accomplished through the provisions of the agricultural land easement component of the Agricultural Conservation Easement Program (ACEP-ALE). To accomplish these activities, financial and technical assistance may be provided by NRCS and **WHATCOM COUNTY**, whose assistance may include qualified contributions from others.

I. AUTHORITY

NRCS enters this PROGRAM AGREEMENT under the authorities of the Commodity Credit Corporation Charter Act, 15 U.S.C. Section 714 et seq.; the Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, 16 U.S.C. Section 3865 et seq. This PROGRAM AGREEMENT will be administered in accordance with the policies and procedures set forth in the ACEP regulation (7 CFR Part 1468).

Whatcom County enters this PROGRAM AGREEMENT under the authorities of Whatcom County Ordinance No. 2002-054.

II. BACKGROUND AND PURPOSE

A. ACEP-ALE is a voluntary conservation program that establishes specific parameters for NRCS to work with and provide ACEP-ALE cost-share assistance to eligible entities for the purchase of an agricultural land easement on eligible land from eligible landowners (Grantors) and for NRCS personnel to conduct technical assistance activities to implement the program. The purpose of this PROGRAM AGREEMENT is to establish the framework by which NRCS and **WHATCOM COUNTY** may implement the activities necessary to acquire agricultural land easements and ensure the long-term protection of the natural resources and agricultural nature of the lands under easement with ACEP-ALE assistance. The term "Parties" as used herein refers collectively to NRCS and **WHATCOM COUNTY.**

B. WHATCOM COUNTY has submitted an entity application for NRCS program assistance through ACEP-ALE and has been determined by NRCS to meet the statutory and regulatory requirements to participate in ACEP-ALE as an "eligible entity." **WHATCOM COUNTY** will carry out activities specified in this PROGRAM AGREEMENT by working with NRCS and eligible landowners to acquire agricultural land easements on lands determined by NRCS to be eligible for ACEP-ALE. The land on which an agricultural land easement may be acquired is herein referred to collectively as "Parcels" or individually as "Parcel."

C. The Parties agree that the principal purpose of this PROGRAM AGREEMENT is to identify, describe, and document the Parties' acknowledgement and agreement of—

NRCS Representative Initial _____

Entity Representative Initial _____

1. The roles and responsibilities of the NRCS and **WHATCOM COUNTY** related to the acquisition and long-term stewardship of agricultural land easements.
2. The requirements and limitations for providing and receiving ACEP-ALE financial assistance funds (cost-share) and technical assistance services.
3. The procedures for executing and administering individual "ACEP-ALE Parcel Cost-Share Contracts" through which NRCS may provide ACEP-ALE cost-share assistance to **WHATCOM COUNTY** for the purchase of an agricultural land easement on an individual Parcel.
4. The list of eligible entities that are party to this PROGRAM AGREEMENT and the designation of the eligible entities that will individually or collectively be party to individual ACEP-ALE Parcel Cost-Share Contracts entered into pursuant to this PROGRAM AGREEMENT.
5. The list of potential easement co-holders or third-party right holders that may be identified in an individual ACEP-ALE Parcel Cost-Share Contract and the associated agricultural land easement deed and the respective roles and responsibilities of such holders.
6. Supplemental provisions to the framework established in this PROGRAM AGREEMENT included as an attachment to this PROGRAM AGREEMENT and used to identify additional specific requirements, procedures, roles, and responsibilities as agreed to by NRCS and **WHATCOM COUNTY**.

III. PROGRAM AGREEMENT AND ASSOCIATED ACEP-ALE PARCEL COST-SHARE CONTRACTS

A. This PROGRAM AGREEMENT will expire on the date identified below. The term of this PROGRAM AGREEMENT may be for a period of:
   1. At least 3 fiscal years and not to exceed 5 fiscal years following the fiscal year in which this PROGRAM AGREEMENT is originally executed; or
   2. If a certified eligible entity, as determined by NRCS, is identified on EXHIBIT 1 and party to this PROGRAM AGREEMENT, at least 5 fiscal years and not to exceed 7 fiscal years following the fiscal year in which this PROGRAM AGREEMENT is originally executed.

Program Agreement Expiration Date: September 30, 2027

B. **WHATCOM COUNTY** may submit individual parcel applications to NRCS for ACEP-ALE cost-share assistance for the purchase of an agricultural land easement at any time during the life of the PROGRAM AGREEMENT. Individual parcel applications associated with this PROGRAM AGREEMENT and determined by NRCS to meet eligibility, enrollment, and prioritization criteria may be selected for funding by NRCS on a continuous basis or during announced signup and batching periods.

C. ACEP-ALE cost-share assistance (Federal share) for individual Parcels selected for funding will be obligated and provided through individual ACEP-ALE Parcel Cost-Share Contracts (Parcel Contract) entered into by NRCS and **WHATCOM COUNTY** (see exhibit 3 of this agreement for sample Parcel Contract forms, these are provided for informational purposes, NRCS will provide the actual Parcel Contract forms appropriate for the specific transaction type prior to the execution of an individual Parcel Contract). Individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT are assured of funding for the entire length of the approved Parcel Contract in accordance with the terms of the Parcel Contract.

D. Each Parcel Contract may identify only one Parcel and will document the Parties' agreement to the Parcel-specific information as required in the Parcel Contract, which includes identifying the enrollment type of the Parcel as either a 'General ALE' enrollment or a 'Grasslands of Special Environmental Significance' enrollment, as determined by NRCS, and identifying the transaction type as either a 'standard ALE transaction,' a 'Pre-closing transfer buy-protect-sell transaction,' or a 'Post-closing transfer buy-protect-sell transaction.'

E. For standard ALE transactions: The standard expiration date for all individual Parcel Contracts is March 31 of the third fiscal year following the fiscal year the Parcel Contract is executed. Prior to expiration of a Parcel Contract and upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract, a maximum of two individual 12-month extensions may be approved. No Parcel Contract may extend beyond March 31 of the fifth fiscal year following the original fiscal year of the Parcel Contract execution. For buy-protect-sell transactions, the standard expiration date is September 30 of the fifth fiscal year following the fiscal year the Parcel Contract is executed and may not be extended except as specified in the terms of a Parcel Contract for a post-closing transfer buy-protect-sell transaction.

F. Upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract during its term, NRCS may allow the substitution of a Parcel on which an agricultural land easement is being acquired through a standard ALE transaction at any time, provided that as determined by NRCS, the substitute Parcel and all of its landowners meet all ACEP-ALE eligibility requirements, the substitute Parcel is of comparable conservation value and is the same enrollment type as the original Parcel, and sufficient funds are available. The modification of an individual Parcel Contract for the substitution of a Parcel on which an agricultural land easement is being acquired through a buy-protect-sell transaction is not authorized.

G. Upon modification, completion, expiration, termination, or cancellation of an individual Parcel Contract, the excess or remaining funds will be deobligated from the individual Parcel Contract.

H. Nothing in this PROGRAM AGREEMENT obligates NRCS or **WHATCOM COUNTY** to purchase an agricultural land easement on any Parcel submitted for funding.

IV. CONTRIBUTION REQUIREMENTS AND LIMITATIONS

A. The fair market value of the agricultural land easement must be determined using one of the methods set forth in 7 CFR Part 1468. The resultant fair market value of the agricultural land easement will be identified in the individual Parcel Contract and used to establish the amount of the ACEP-ALE cost-share assistance that may be provided by NRCS as the Federal share and the corresponding non-Federal share amount provided by **WHATCOM COUNTY** based on the enrollment type of the individual Parcel as follows:

i. For General-ALE Enrollments.—The Federal share will not exceed the lesser of 50 percent of the fair market value of the agricultural land easement or the non-Federal share provided by **WHATCOM COUNTY**, as described in paragraph B below of this section (IV). At the time of execution of this PROGRAM AGREEMENT, **WHATCOM COUNTY** must agree to provide, for each General ALE Parcel, a non-Federal share in an amount at least equivalent to the Federal share.

ii. For Grasslands of Special Environmental Significance (GSS) Enrollments.—The Federal share will not exceed 75 percent of the fair market value of the agricultural land easement and the non-Federal share provided by **WHATCOM COUNTY**, as described in paragraph B below of this section (IV), must comprise the remainder of the fair market value of the agricultural land easement or an amount at least equivalent to the Federal share, whichever is less. At the time of execution of this PROGRAM AGREEMENT, **WHATCOM COUNTY** must agree to provide for each ACEP-ALE GSS Parcel, a non-Federal share that meets the requirements of this section (IV).

B. The non-Federal share for an individual easement may be comprised of one or more of the following items:

1. **WHATCOM COUNTY's** contribution of its own cash resources for payment of easement compensation to the landowner, or for a buy-protect-sell transaction, the amount of the fair

market value of the agricultural land easement, less the amount of the Federal share, that is provided through the conveyance of the agricultural land easement by the eligible entity.

2. A landowner donation toward the easement value in the form of a charitable donation or a qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) that reduces the easement purchase price.
3. If taken together, items (1) and (2) are not sufficient to meet the required non-Federal share amount for that easement, **WHATCOM COUNTY** may also include the procured costs paid by **WHATCOM COUNTY** to a third-party for the provision of the following easement acquisition related reports or services that meet applicable ACEP-ALE requirements:
   i. agricultural land easement appraisal.
   ii. legal boundary survey of the easement area.
   iii. full phase-I environmental site assessment that meets the requirements of 40 CFR Part 312.
   iv. title commitment or report, title insurance, easement closing costs.
   v. baseline report.
   vi. mineral assessment.
4. If taken together, items (1), (2), and (3) are not sufficient to meet the required non-Federal share amount for that easement, **WHATCOM COUNTY** may also include **WHATCOM COUNTY's** own contribution for easement stewardship and monitoring costs in an amount up to 2 percent of the fair market value of the agricultural land easement, as determined in accordance with section VI(A)(16) and (17) below.

C. On an individual Parcel basis, **WHATCOM COUNTY** must self-certify on the appropriate Form NRCS-CPA-230, "Statement to Confirm Matching Funds" as provided by NRCS, that **WHATCOM COUNTY**'s own contributions toward items 1, 3, or 4 above have not come from additional donations, payments, loans, or fees made by or charged to the landowner (Grantor or qualified farmer or rancher) of the agricultural land easement, immediate family members of the landowner (Grantor or qualified farmer or rancher), or organizations controlled by or funded by the landowner (Grantor or qualified farmer or rancher), either through formal or informal agreements. **WHATCOM COUNTY** must provide to NRCS a completed Form NRCS-CPA-230 signed by **WHATCOM COUNTY** and the landowner prior to the closing of an easement, or an advance of the Federal share for the purchase of an easement, on the Parcel identified in an individual Parcel Contract. The appropriate version of the Form NRCS-CPA-230 must be submitted and must identify the amount and sources of the items included in the non-Federal share.

V. PAYMENT OF ACEP-ALE COST-SHARE ASSISTANCE

A. **WHATCOM COUNTY** must meet the terms and conditions set forth in this PROGRAM AGREEMENT and provide NRCS with the items identified in this PROGRAM AGREEMENT and the individual Parcel Contract in order to receive the Federal share for the purchase of an agricultural land easement on the Parcel identified in a valid Parcel Contract.

B. Pursuant to the terms of the individual Parcel Contract, **WHATCOM COUNTY** may request payment of the Federal share as reimbursement after closing of an agricultural land easement, or for standard ALE transactions only, as an advance payment prior to closing of an agricultural land easement. If an advance of the Federal share will be requested, **WHATCOM COUNTY** must submit to NRCS a complete payment request package, including all required documents, prior to closing on the agricultural land easement.

C. For any eligible procured costs as identified in section IV(B)(3) above, relied upon by **WHATCOM COUNTY** to meet the applicable minimum non-Federal share requirement as identified in section IV(A) above, **WHATCOM COUNTY** must include evidence of such procured cost amounts, including copies of paid invoices or receipts (or unpaid invoices if an advance of the Federal share is requested) as part of the payment request package submitted to NRCS.

VI. RESPONSIBILITIES

A. **ENTITY** Responsibilities:

1. **WHATCOM COUNTY** will acquire and hold agricultural land easements on eligible land with eligible landowners as identified in an individual Parcel Contract consistent with the requirements identified therein and consistent with the provisions of this PROGRAM AGREEMENT. **WHATCOM COUNTY** may conduct such activities pursuant to the 'Certified Eligible Entity' provisions of this PROGRAM AGREEMENT and associated Parcel Contracts, only if an eligible entity that is party to this PROGRAM AGREEMENT has been certified by NRCS and only for those Parcels on which such certified eligible entity is party to the individual Parcel Contract and **WHATCOM COUNTY** has designated in such Parcel Contract that the agricultural land easement will be acquired in accordance with the certified eligible entity provisions. **WHATCOM COUNTY** must be identified as a Grantee (holder) under the terms of the agricultural land easement deed.
2. An agricultural land easement deed may also include legal entities that are co-holders (identified as Grantees in the easement deed) or third-party right holders (not identified as Grantees in the easement deed). Exhibit 1 to this PROGRAM AGREEMENT specifies the requirements, limitations, roles, and responsibilities of co-holders or third-party right holders. **WHATCOM COUNTY** must list on exhibit 1 of this agreement the legal entities that may be identified as a co-holder or third-party right holder on any agricultural land easement deed that may be acquired pursuant to a Parcel Contract executed under this PROGRAM AGREEMENT. **WHATCOM COUNTY** must list the specific co-holders or third-party right holders for an individual Parcel on the individual Parcel Contract and obtain any required signatures from a sufficiently authorized representative of the legal entity as follows:

   i. All potential co-holders must be listed on and must sign Exhibit 1 to this PROGRAM AGREEMENT and any individual Parcel Contracts for Parcels on which the co-holder will be identified in the agricultural land easement deed. **WHATCOM COUNTY** will list the potential co-holders and obtain required signatures on Exhibit 1 of this agreement, at the time of execution of this PROGRAM AGREEMENT or through a subsequent amendment to this PROGRAM AGREEMENT to update Exhibit 1, prior to the execution of an individual Parcel Contract or modification thereto that identifies the listed co-holder.

   ii. **WHATCOM COUNTY** will list all potential third-party right holders on Exhibit 1, as known at the time of execution of this PROGRAM AGREEMENT. An amendment to this PROGRAM AGREEMENT to update Exhibit 1 is not required to list subsequently identified third-party right holders. All third-party right holders must be identified on the individual Parcel Contracts for Parcels on which the third-party right holder will be identified in the agricultural land easement deed. Third-party right holders may be required to sign Exhibit 1 of this agreement or individual Program Contracts at **WHATCOM COUNTY** discretion.
3. **WHATCOM COUNTY** must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this PROGRAM AGREEMENT and any active Parcel Contracts executed pursuant to this PROGRAM AGREEMENT. These DUNS and SAM registration requirements also apply to all legal entities identified as co-holders (Grantees) in Exhibit 1 of this agreement.
4. The landowner is identified as the Grantor under the terms of the agricultural land easement deed. **WHATCOM COUNTY** must notify NRCS as soon as possible if there is a change in landownership after the individual Parcel Contract is executed and prior to closing on the easement. Changes to landownership prior to closing must be documented through the execution of a modification to the Parcel Contract. For a buy-protect-sell transaction, the Parcel Contract must identify as landowners the qualified farmer or rancher to whom ownership of the parcel is transferred as specified therein.
5. **WHATCOM COUNTY** must ensure that the agricultural land easements acquired with ACEP-ALE cost-share assistance provided by NRCS through a Parcel Contract and the agricultural land

easement deeds satisfy the requirements listed in items (i) through (x) below and in the applicable paragraph (6) or (7) below of this section (VI)(A):

i. Address all regulatory deed requirements identified at 7 CFR Part 1468.25(d);
ii. Address the disposition of the agricultural land easement and the Federal share in the event the agricultural land easement is ever extinguished, terminated, or condemned in whole or in part;
iii. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land and permitting the landowner the right to continued agricultural production and related uses, including where applicable, grazing uses and related conservation values, by restoring or conserving grassland;
iv. Run with the land in perpetuity or where State law prohibits or does not authorize a permanent easement, for the maximum duration allowed under State law;
v. Protect the agricultural use and future viability, and related conservation value of the Parcels by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protect grazing uses and related conservation values by restoring or conserving eligible land, including grasslands of special environmental significance;
vi. Provide for the effective administration, management, and enforcement of the agricultural land easement by **WHATCOM COUNTY** or its successors and assigns; and
vii. Permit effective enforcement of the conservation purposes of such easements;
viii. A highly erodible land (HEL) conservation plan is required pursuant to the terms of 7 CFR 1468.25(d)(9) for any portion of the Parcel that is highly erodible cropland.
ix. For ACEP-ALE-GSS enrollments: Protects the grasslands of special environmental significance as defined in 7 CFR 1468.3, by identifying in the baseline documentation report the grassland, habitat, species, sensitive natural resources or other GSS attributes identified on the Parcel;
x. Includes the required United States Right of Enforcement clause, as provided below:

Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide

advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

6. For Non-Certified Eligible Entities.—**WHATCOM COUNTY** is authorized to use its own terms and conditions in the agricultural land easement deeds so long as the agricultural land easement deed contains the "Minimum Terms for the Protection of Agricultural Use" (ALE Minimum Deed Terms). For ACEP-ALE-GSS enrollments, the grassland and GSS-specific options provided in the ALE Minimum Deed Terms addendum must be used. **WHATCOM COUNTY's** own terms and conditions in the deed may not alter or defeat the intent, purpose, or effective enforcement by the Parties of the ALE Minimum Deed Terms, ACEP, or the agricultural land easements acquired pursuant to this PROGRAM AGREEMENT.

   i. **WHATCOM COUNTY** has the following three options for ensuring the agricultural land easement deed for an individual Parcel contains the ALE Minimum Deed Terms and **WHATCOM COUNTY** must identify the selected option upon execution of an individual Parcel Contract. The selected option may be changed upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract, provided all provisions of this PROGRAM AGREEMENT and the Parcel Contract are met.

      a. Attach the ALE Minimum Deed Terms Addendum as an exhibit to the Agricultural Land Easement Deed.—Under this option, NRCS at the State level, may approve the individual agricultural land easement deed after verifying, prior to **WHATCOM COUNTY** requesting an advance of the Federal share or closing on an agricultural land easement, that **WHATCOM COUNTY** satisfies all of the following requirements:

         - The ALE Minimum Deed Terms addendum, using the version attached as an exhibit to the individual Parcel Contract, will be attached to the agricultural land easement deed at the time of closing and recordation in accordance with the 'Instructions for Appending' provided in the ALE Minimum Deed Terms addendum;
         - The terms of the ALE Minimum Deed Terms addendum are not modified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the ALE deed, baseline documentation report, Protected Property, and the Parties; and
         - The paragraph below, or equivalent paragraph contained in the version of the ALE Minimum Deed Terms addendum attached as an exhibit to an individual Parcel Contract, is inserted at the bottom of the agricultural land easement deed:

           This [INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT] is acquired with funds provided, in part, under the Agricultural Conservation Easement Program, (ACEP). The EXHIBIT ____ is attached hereto and incorporated herein by reference and will run with the land [SELECT ONE: in perpetuity OR for the maximum duration allowed under applicable State laws]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT_____ (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT_____ entitled "Minimum Terms For The Protection Of Agricultural Use" that is appended to and made a part of this easement deed.

      b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed.—Under this option, **WHATCOM COUNTY** must ensure the ALE Minimum Deed Terms, as stated in the ALE Minimum Deed Terms addendum are incorporated into the body of the agricultural land easement deed in accordance with

'Instructions for Incorporation' provided in the ALE Minimum Deed Terms addendum. The ALE Minimum Deed Terms may be formatted to select options where instructed, conform terms to deed formatting, complete terms with required information, and delete instructions to drafters. Each individual agricultural land easement deed submitted under this option must be reviewed and approved by NRCS National Headquarters (NHQ) and attached as an exhibit to the individual Parcel Contract prior to **WHATCOM COUNTY** requesting an advance of the Federal share or closing on an agricultural land easement.

c. Entity Agricultural Land Easement Deed Template Approved by NRCS.—Under this option, **WHATCOM COUNTY** may use an agricultural land easement deed template, the terms and conditions of which must address the ALE Minimum Deed Terms and be approved by NRCS NHQ prior to its use. The agricultural land easement template approved by NRCS NHQ must be attached as an exhibit to the individual Parcel Contract at the time of its execution or through subsequent modification thereto. Subsequent to the attachment of the NRCS NHQ-approved deed template as an exhibit to the individual Parcel Contract for which such template will be used, each individual agricultural land easement submitted under this option must be reviewed and approved by NRCS prior to **WHATCOM COUNTY** requesting an advance of the Federal share or prior to closing on an agricultural land easement. NRCS, at the State level, must verify, that the individual final agricultural land easement deed exactly matches the NRCS NHQ-approved template without any changes except in accordance with drafter's notes contained within the NRCS NHQ-approved template.

ii. **WHATCOM COUNTY** must provide to NRCS a copy of the agricultural land easement deed and all exhibits, including the legal description or survey, at least 90 days before the planned easement closing date.

7. For Certified Eligible Entities.—**WHATCOM COUNTY** is authorized to use its own terms and conditions for the agricultural land easement deed and is required to ensure and certify to NRCS as a condition of payment that the agricultural land easement meets the minimum conditions in section VI(A)(5) above. For standard ALE transactions, NRCS review of the agricultural land easement deed will not occur prior to payment or closing. If NRCS determines that an agricultural land easement deed fails to meet the minimum conditions in section VI(A)(5) above after **WHATCOM COUNTY** has acquired the agricultural land easement, then **WHATCOM COUNTY** must correct the agricultural land easement deed within 180 days of receiving written notice from NRCS. For buy-protect-sell transactions, each individual agricultural land easement deed must be reviewed and approved by NRCS NHQ and attached as an exhibit to the individual Parcel Contract prior to **WHATCOM COUNTY** closing on an agricultural land easement.
8. NRCS may require adjustments to the provisions identified in section VI(A)(5) above and require the addition of other provisions if NRCS determines that they are necessary to meet the purposes of ACEP and protect the conservation values of the Protected Property.
9. **WHATCOM COUNTY** must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements, and for buy-protect-sell transactions, to ensure the proper transfer of ownership of the parcel to the qualified farmer or rancher subject to the requirements set forth in this Program Agreement and in the terms of the individual Parcel Contract.
10. **WHATCOM COUNTY** must pay all costs of agricultural land easement acquisition and must operate and manage each agricultural land easement in accordance with its easement program, this PROGRAM AGREEMENT, the terms of the individual Parcel Contract, 16 U.S.C. Section 3865 et seq., and 7 CFR Part 1468. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by **WHATCOM COUNTY**.
11. NRCS will not be responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of **WHATCOM COUNTY** in connection with its acquisition or management of the agricultural land easements acquired pursuant to this PROGRAM AGREEMENT and associated, fully executed Parcel Contracts. This includes but is

not limited to acts and omissions of **WHATCOM COUNTY** agents, successors, assigns, employees, contractors, or lessees that result in violations of any laws and regulations that are now or that may in the future become applicable.

12. **WHATCOM COUNTY** must prepare a baseline documentation report documenting the condition of each Parcel as of the time the agricultural land easement is acquired and include a completed baseline documentation report in the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract. **WHATCOM COUNTY** must provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement, except for those easements being acquired under a standard ALE transaction by a certified eligible entity as identified in the individual Parcel Contract. The baseline documentation report must contain maps, full descriptions, and pictures of—

    i. the Parcel location;
    ii. existing structures and infrastructure, including barns, sheds, corrals, fences, ponds, watering facilities, and waste storage facilities;
    iii. land use, land cover and its condition, including crops and crop rotations or for grasslands, the condition of the grassland, pasture, range, hay or forest lands, and animal inventories;
    iv. any problem areas;
    v. any special features for which the Parcel is being protected, including, for ACEP-ALE-GSS enrollments, the grasslands of special environmental significance as designated in accordance with the definition in 7 CFR Part 1468.3, and the habitat, species, or sensitive natural resources that were the basis for such designation of the Parcel;
    vi. as applicable, irrigation rights and volume of irrigation water rights to be retained for the easement, and
    vii. for grasslands, any critical nesting habitat and the associated nesting seasons for grassland-dependent birds whose populations are in significant decline.

13. **WHATCOM COUNTY** must ensure completion of a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 for any portion of a Parcel that contains highly erodible cropland. The HEL conservation plan must be developed by NRCS or an NRCS-certified planner and approved by NRCS prior to closing. The development and maintenance of an agricultural land easement plan that includes a broad, comprehensive agricultural land easement plan, a grasslands management plan, or a forest land management plan, or any combination thereof, is not required unless agreed to by **WHATCOM COUNTY** as a condition of the selection of a Parcel for funding. The agricultural land easement is not required to be subject to an agricultural land easement plan with the exception that **WHATCOM COUNTY** must ensure that the agricultural land easement deed addresses compliance requirements associated with HEL conservation plans pursuant to 7 CFR Part 12. Agricultural land easement plans developed as required or agreed-to must be signed by the **WHATCOM COUNTY** and the Grantors prior to closing and a copy provided with the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract.

    For ACEP-ALE-GSS enrollments.—If **WHATCOM COUNTY** has agreed to develop and maintain a grasslands management plan, **WHATCOM COUNTY** must ensure such grasslands management plan describes the grassland resource, the management system and practices that conserve, protect, or enhance the viability of the grassland, and the habitat, species, or sensitive natural resources that were the basis of the designation of a Parcel as grasslands of special environmental significance, permissible and prohibited activities, and any associated restoration plan.

14. In acquiring agricultural land easements, **WHATCOM COUNTY** must ensure that the title to the lands or interests therein will be unencumbered or that outstanding or reserved interests are subordinated to the agricultural land easement.

    i. For Non-Certified Eligible Entities.—**WHATCOM COUNTY** and NRCS must review the title commitment to ensure there are no encumbrances that would allow uses of the property

that are not acceptable to **WHATCOM COUNTY** or NRCS. **WHATCOM COUNTY** must provide NRCS a copy of the title commitment, including a copy of documents to support each title exception, a summary of **WHATCOM COUNTY** title review findings, and any other requested documentation related to title at least 90 days before the planned easement closing date. **WHATCOM COUNTY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are not acceptable to **WHATCOM COUNTY** or NRCS. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations, and approved by NRCS and documented on Form NRCS-LTP-23, "Certificate of Use and Consent" (or successor form).

ii. For Certified Eligible Entities.—**WHATCOM COUNTY** must review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are inconsistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations. **WHATCOM COUNTY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are inconsistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations, and **WHATCOM COUNTY's** determination and basis of acceptability documented on a "Certificate of Use and Consent" (**WHATCOM COUNTY** may use Form NRCS-LTP-23) or substantively similar document. **WHATCOM COUNTY** must provide NRCS a copy of the title commitment including a copy of documents to support each title exception, a summary of **WHATCOM COUNTY** title review findings, and any other requested documentation related to title. **WHATCOM COUNTY** must provide this information to NRCS for standard ALE transactions at the time the payment request package is submitted and for buy-protect-sell transactions at least 90 days prior to the planned easement closing date.

15. **WHATCOM COUNTY** must secure proper title evidence and insurance using an American Land Title Association (ALTA) Owner's Policy with **WHATCOM COUNTY** listed as the insured on the policy and the policy issued for at least the full amount of the agricultural land easement purchase price.
16. **WHATCOM COUNTY** must obtain a determination of the fair market value of the agricultural land easement for each Parcel at its own cost using one of the methods set forth in 7 CFR Part 1468.24. Individual appraisals must be conducted by a State-certified general appraiser and must conform to the NRCS Appraisal Specifications provided as Exhibit 2 to this PROGRAM AGREEMENT and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (UASFLA). The effective date of the appraised value must no earlier than 6 months prior to the date the individual Parcel Contract is executed for the individual Parcel, or no earlier than 6 months prior to the date the individual Parcel Contract is modified to identify a substitute Parcel, and prior to the closing date of the agricultural land easement on the Parcel. Use of a fair market valuation methodology other than individual USPAP or UASFLA appraisals must be approved by NRCS in writing prior to the execution of a Parcel Contract or modification thereto for a Parcel that would rely upon such methodology.
17. **WHATCOM COUNTY** must provide the appraiser the NRCS appraisal specifications (Exhibit 2) and all of the items required to be provided by **WHATCOM COUNTY** as identified in the NRCS appraisal specifications. **WHATCOM COUNTY** must receive a separate appraisal report for each Parcel with an executed Parcel Contract. Under no circumstances may **WHATCOM COUNTY** allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.

i. For Non-certified Eligible Entities and for all Buy-Protect-Sell Transactions: **WHATCOM COUNTY** must provide NRCS a completed appraisal report at least 90 days before the planned closing of the agricultural land easement so that NRCS may conduct a technical review of the appraisal. **WHATCOM COUNTY** may not close the agricultural land easement until the technical reviewer approves the appraisal report.

ii. For Standard ALE Transactions under the Certified Eligible Entity provisions: The determination of fair market value of the agricultural land easement must meet NRCS specifications and the requirements of 7 CFR Part 1468, must be provided at the time the payment request package is submitted, and will not be reviewed by NRCS prior to payment or closing.

18. **WHATCOM COUNTY** may close on the agricultural land easement on a Parcel identified in the individual Parcel Contract, only after **WHATCOM COUNTY** has received the NRCS-signed Form NRCS-CPA-230, "Statement to Confirm Matching Funds," and except for standard ALE transactions with a certified eligible entity, only after **WHATCOM COUNTY** has been notified that NRCS has completed its reviews as identified in section VI(B) below and has received from NRCS the "NRCS Approval to Proceed with ALE Acquisition" letter. If **WHATCOM COUNTY** closes an agricultural land easement prior to the receipt of the required documents from NRCS, NRCS may decline to provide the Federal share for the agricultural land easement and may terminate the individual Parcel Contract. Due to Federal fiscal year-end accounting and reporting requirements, if possible, **WHATCOM COUNTY** should avoid closing on an agricultural land easement between the dates of August 15 and September 30 and must notify NRCS immediately of any agricultural land easements closed during this period.
19. **WHATCOM COUNTY** must provide NRCS a copy of the final recorded agricultural land easement deed and all exhibits, including the legal description or survey, a copy of the final policy of title insurance for the conveyance of the agricultural land easement, and any associated title clearance documents (e.g., recorded subordination agreements), within 30 days of easement recordation or request for reimbursement, whichever is sooner. For buy-protect sell transactions and as specified in the terms of the Parcel Contract, **WHATCOM COUNTY** must also provide required documents related to the transfer of ownership of the parcel to the qualified farmer or rancher, recorded evidence that **WHATCOM COUNTY** is a holder of the agricultural land easement, and for post-closing transfers, a copy of the title insurance policy issued for the sale of the parcel to the qualified farmer or rancher, and as requested by NRCS, any associated title documents for the period between the initial conveyance of the agricultural land easement and the completion of the buy-protect-sell transaction.
20. **WHATCOM COUNTY** may not use ACEP funds to acquire an easement on a property in which **WHATCOM COUNTY**'s employee or board member, with decision-making involvement in easement acquisition and management matters, has a property interest or whose immediate family member or household member has a property interest. **WHATCOM COUNTY** agrees to conduct itself in a manner so as to protect the integrity of the agricultural land easements it holds and avoid the appearance of impropriety or actual conflicts of interest in its acquisition and management of agricultural land easements.
21. **WHATCOM COUNTY** may not at any time, when **WHATCOM COUNTY** holds title to the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if **WHATCOM COUNTY** enters into an agreement with another entity to manage or monitor the agricultural land easement, and that entity seeks to acquire the underlying fee, **WHATCOM COUNTY** agrees to terminate immediately such agreement and arrange for an uninterested party to manage or monitor the Parcel. No individual eligible entity identified in Exhibit 1 to this PROGRAM AGREEMENT may at any time hold the agricultural land easement and the remaining fee interest in the Parcel.
22. **WHATCOM COUNTY** must implement easement enforcement procedures when a violation of the agricultural land easement is identified by or reported to **WHATCOM COUNTY**. **WHATCOM COUNTY** enforcement procedures resulting from a violation of an HEL

conservation plan may only be initiated after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR Part 12 and 7 CFR Part 614.

23. **WHATCOM COUNTY** must submit a list of all successfully closed easements on Parcels funded through individual Parcel Contracts associated with this PROGRAM AGREEMENT within 30 days of the closing date of the last Parcel.
24. At a minimum, **WHATCOM COUNTY** must monitor every agricultural land easement on an annual basis to ensure and document compliance with the easement deed provisions. Each year **WHATCOM COUNTY** must submit to NRCS the annual monitoring report for that year.
25. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR Part 1468 for the entire term of this agreement.
26. This paragraph and paragraphs 5, 10, 11, 12, 13, 19, 20, 21, 22, 23, 24, with the addition of paragraph 7 for certified eligible entities, of this section VI(A) will survive the closing of the agricultural land easement and the termination or expiration of this PROGRAM AGREEMENT.

B. NRCS Responsibilities:

1. The United States, by and through NRCS, will announce funding availability, application batching periods, publish ranking criteria, and select eligible applications for funding in accordance with published procedures.
2. NRCS will review Parcel applications submitted by **WHATCOM COUNTY,** determine eligibility, rank eligible applications, obtain and review a hazardous materials record search, conduct onsite visits, and obligate funds for individual Parcels selected for funding through the execution of individual Parcel Contracts. NRCS will prepare the individual Parcel Contract documents or modifications thereto, for review and execution by all required Parties.
3. NRCS will provide technical assistance to develop any required HEL conservation plans, and to the extent its resources allow, be available for consultation and review of any agricultural land easement plans developed by **WHATCOM COUNTY** and submitted to NRCS at least 90 days before the planned closing date of an individual Parcel.
4. After the required materials have been submitted by **WHATCOM COUNTY** and prior to closing on the agricultural land easement, NRCS will pursuant to the terms of this PROGRAM AGREEMENT and the individual Parcel Contract —

    i. For Noncertified Eligible Entities and for all Buy-Protect-Sell transactions (as designated in the individual Parcel Contract):
        a. Review the agricultural land easement deed and associated deed exhibits to ensure that they meet the requirements of this PROGRAM AGREEMENT and the individual Parcel Contract and provide **WHATCOM COUNTY** any approval instructions or items requiring resolution;
        b. Review the title documents submitted by **WHATCOM COUNTY**, provide the findings to **WHATCOM COUNTY** for information or remedy as necessary, and for noncertified eligible entities complete a Form NRCS-LTP-23, "Certificate of Use and Consent" (or successor form);
        c. Conduct a technical review of the appraisal submitted by **WHATCOM COUNTY** and provide the findings to **WHATCOM COUNTY** for information or resolution as necessary;
        d. Develop or review an HEL conservation plan on any highly erodible cropland and, if requested by **WHATCOM COUNTY** and as resources allow, review any agricultural land easement plans developed by **WHATCOM COUNTY** and identify any items for resolution to **WHATCOM COUNTY**;
        e. Review the draft baseline documentation report provided by **WHATCOM COUNTY** and notify **WHATCOM COUNTY** if additional information is needed;
        f. Review and provide notice of determination on any waiver requests submitted by **WHATCOM COUNTY** in accordance with ACEP regulations and policy;
        g. After NRCS reviews are completed and the materials are determined acceptable, provide **WHATCOM COUNTY** with an "NRCS Approval to Proceed with the ALE

Acquisition" letter and the NRCS-signed Form NRCS-CPA-230, "Statement to Confirm Matching Funds"; and

h. For pre-closing transfer buy-protect-sell transactions: Review the information submitted by **WHATCOM COUNTY** related to the transfer of ownership of the parcel to the qualified farmer or rancher and provide findings to **WHATCOM COUNTY** documenting compliance or requiring remedy.

ii. For Standard ALE Transactions under the Certified Eligible Entity provisions (as designated in the individual Parcel Contract), NRCS will review and provide **WHATCOM COUNTY** with the NRCS-signed Form NRCS-CPA-230.

5. If **WHATCOM COUNTY** requests an advance payment of the Federal share (available for standard ALE transactions only), NRCS will provide **WHATCOM COUNTY** a copy of the "NRCS Closing Agent Requirements" to be signed and returned to NRCS.
6. Prior to NRCS disbursement of funds, the NRCS State Conservationist will verify that **WHATCOM COUNTY** has provided all documentation, certifications, and information required by sections IV, V, and VI(A) above and as identified in the individual Parcel Contract. Additionally, for noncertified eligible entity transactions and for all buy-protect-sell transactions, NRCS will conduct an internal review of the payment request package in accordance with the terms of this PROGRAM AGREEMENT and the individual Parcel Contract and NRCS easement acquisition internal controls policy.
7. NRCS will certify payment and disburse funds, for Parcels with a valid, executed Parcel Contract when **WHATCOM COUNTY** has submitted all required documents and requested payment prior to the expiration date of the individual Parcel Contract and consistent with the requirements of this PROGRAM AGREEMENT and the terms of the Parcel Contract.
8. NRCS will review the annual monitoring reports provided by **WHATCOM COUNTY** to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by **WHATCOM COUNTY**
9. For Certified Eligible Entities:

   i. For standard ALE transactions, NRCS will conduct annual quality assurance reviews on at least 15 percent of the completed agricultural land easement transactions submitted for payment each fiscal year. NRCS will review the agricultural land easement deed, title clearance and final policy of title insurance, appraisal, and the baseline documentation report for every Parcel selected for quality assurance review to determine whether the agricultural land easement is valid and compliant with the terms of this PROGRAM AGREEMENT. NRCS will notify **WHATCOM COUNTY** of deficiencies in writing and provide **WHATCOM COUNTY** a specified period of time to correct the deficiencies. If deficiencies are not corrected to NRCS satisfaction, NRCS may pursue remedies including but not limited to the return of cost-share funds, decertification of **WHATCOM COUNTY**, termination of remaining Parcel Contracts, or termination of the PROGRAM AGREEMENT.

   ii. NRCS will assess **WHATCOM COUNTY** certification status pursuant to 7 CFR Section 1468.26 and the terms and conditions of this PROGRAM AGREEMENT. If during the quality assurance review or at any other time, NRCS finds that **WHATCOM COUNTY** no longer meets the criteria in 7 CFR Section 1468.26 and this PROGRAM AGREEMENT, NRCS will send written notice of proposed decertification, a list of outstanding deficiencies, and required remedies. **WHATCOM COUNTY** will be provided a specified period of time, at a minimum 180 days unless a shorter timeframe is agreed to by the Parties, to correct the deficiencies. **WHATCOM COUNTY** may contest the notice of decertification in writing to the Chief of NRCS within 20 calendar days of receipt of the notice of proposed decertification. The Chief will make a final determination and send formal notice to **WHATCOM COUNTY**. NRCS may also determine if any further administrative action is necessary, including whether suspension and debarment action under 7 CFR Part 1407 should be initiated.

10. For all buy-protect-sell transactions: NRCS will determine and document whether the buy-protect-sell transaction, which includes both the acquisition of the agricultural land easement and

the transfer of ownership of the parcel to the qualified farmer or rancher, has been completed in compliance with all applicable requirements as set forth in the terms of this PROGRAM AGREEMENT and the individual Parcel Contract. NRCS will notify **WHATCOM COUNTY** of its findings including any corrective actions needed. NRCS will provide notice of the buy-protect-sell transaction final compliance and completion determination to **WHATCOM COUNTY** in writing.

VII. PUBLIC INFORMATION

A. **WHATCOM COUNTY** agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired under the framework of this PROGRAM AGREEMENT and to provide draft copies of such information to the NRCS State office for review and comment before public release.

B. **WHATCOM COUNTY** agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under section 1244 of the Food Security Act of 1985 (16 U.S.C. Section 3844) and section 1619 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. Section 8791).

VIII. GENERAL PROVISIONS

A. It is the intent of NRCS to fulfill its responsibilities under this PROGRAM AGREEMENT and specific obligations made in any individual ACEP-ALE Parcel Cost-Share Contracts entered into pursuant to this PROGRAM AGREEMENT. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS is unable to fulfill its responsibilities under this PROGRAM AGREEMENT or specific obligations made in any associated, valid Parcel Contracts because of the unavailability of funds, the affected Parcel Contracts will automatically terminate, and this PROGRAM AGREEMENT may also be terminated.

B. No assignment, in whole or in part, will be made of any right or obligation under this PROGRAM AGREEMENT without the joint approval of both NRCS and **WHATCOM COUNTY**. Nothing herein will preclude NRCS or **WHATCOM COUNTY** from entering into other mutually acceptable arrangements or agreements, except as identified in section VI(A)(20) and (21) of this PROGRAM AGREEMENT. Such documents must be in writing, must reference this PROGRAM AGREEMENT, and must be maintained as part of the official PROGRAM AGREEMENT file.

C. This PROGRAM AGREEMENT may only be amended or modified by written amendment signed by the authorized officials of the NRCS and **WHATCOM COUNTY**.

D. **WHATCOM COUNTY** agrees to give the NRCS, the Office of the Inspector General, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this PROGRAM AGREEMENT or any individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT. **WHATCOM COUNTY** agrees to retain all records related to this PROGRAM AGREEMENT or associated Parcel Contracts, as applicable, for a period of three years after completion of the terms of this PROGRAM AGREEMENT, in accordance with the applicable Office of Management and Budget circular.

E. NRCS may terminate this PROGRAM AGREEMENT if NRCS determines that **WHATCOM COUNTY** has failed to comply with the provisions of this PROGRAM AGREEMENT or if it determines that it is in the best interests of the Federal Government to terminate.

F. If any recipient of Federal funds through the Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT fails to comply with the terms and conditions of this PROGRAM AGREEMENT or such Parcel Contracts, NRCS reserves the right to wholly or partially recapture funds provided under such Parcel Contracts in accordance with applicable regulations.

G. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions (7 CFR Part 1407, as applicable)

1. By executing this PROGRAM AGREEMENT, **WHATCOM COUNTY** certifies that, to the best of **WHATCOM COUNTY**'s knowledge and belief, **WHATCOM COUNTY** and his or her principals—
   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
   ii. Have not had, within the 3-year period preceding this PROGRAM AGREEMENT, a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses set forth above in paragraph G(1)(ii) of this certification; and
   iv. Have not within the 3-year period preceding this PROGRAM AGREEMENT had one or more public contracts (Federal, State, or local) terminated for cause or default.
2. If **WHATCOM COUNTY** is unable to certify to any of the statements set forth in section VIII(G)(1) above, **WHATCOM COUNTY** must attach an explanation to this PROGRAM AGREEMENT. **WHATCOM COUNTY** must notify NRCS immediately if the circumstances supporting certification of any of such statements change or **WHATCOM COUNTY** may incur additional liability or penalties in accordance with applicable law.

H. Misrepresentation and Scheme or Device
1. An **WHATCOM COUNTY** who is determined to have erroneously represented any fact affecting a determination with respect to this PROGRAM AGREEMENT or any individual ACEP-ALE Parcel Cost-Share Contract executed pursuant to this PROGRAM AGREEMENT and the regulations applicable to such PROGRAM AGREEMENT or associated Parcel Contract, adopted any scheme or device which tends to defeat the purposes of this PROGRAM AGREEMENT or associated Parcel Contract, or made any fraudulent representation with respect to this PROGRAM AGREEMENT or associated Parcel Contract, will not be entitled to payments or any other benefits made under any individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT. **WHATCOM COUNTY** must refund to NRCS all payment received under affected Parcel Contracts executed pursuant to this PROGRAM AGREEMENT. In addition, NRCS may terminate **WHATCOM COUNTY**'s interest in all Parcel Contracts.
2. NRCS will charge interest on monies it determines to be due and owing to NRCS under this PROGRAM AGREEMENT or associated Parcel Contracts. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the *Federal Register* by the United States Department of the Treasury.
3. The provisions of this section VIII(H) above will be applicable in addition to any other criminal and civil fraud statutes.

XII. ATTACHMENTS and EXHIBITS

Exhibit 1 – Signature Page with List of Eligible Entities, and Potential Co-Holders and Third-Party Right Holders

Exhibit 2 – Appraisal – NRCS Specifications and Scope of Work for Appraisals of Real Property for ACEP-ALE

Exhibit 3 Sample "ACEP-ALE Parcel Cost-Share Contract" for individual Parcel acquisition under a Standard ALE Transaction including:
a. Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract"
b. Form NRCS-CPA-1265-Appendix, "Appendix to the ACEP-ALE Parcel Cost-Share Contract for Standard ALE transactions"
c. Form NRCS-CPA-1266, "Schedule of Acquisition for Easements"

d. Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements"
e. Form NRCS-CPA-230E, "Statement to Confirm Matching Funds for General ALE"
f. Form NRCS-CPA-230F, "Statement to Confirm Matching Funds for ACEP-ALE-GSS"
g. Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Acquisition of Easements"

Exhibit 4 – Optional Attachments providing additional Agreement Provisions (e.g., Parameters for Substitutions, Minimum Deed Terms Addendum, or NRCS NHQ-Approved Template Deed)

IDENTIFICATION AND SIGNATURE PAGE
For
ALL ACEP-ALE PROGRAM AGREEMENT PARTIES: ELIGIBLE ENTITIES and NRCS
and Possible
EASEMENT CO-HOLDERS AND THIRD-PARTY RIGHT HOLDERS

This exhibit defines the roles and identifies the legal entities that may be party to or identified on any individual "ACEP-ALE parcel cost-share contract" (Parcel Contract) that may be entered into pursuant to this "ACEP-ALE Program Agreement" (Program Agreement). At a minimum, this exhibit and any amendments thereto must be executed as required by an appropriately authorized representative of each legal entity identified as an "eligible entity" or a "co-holder." Each Parcel Contract associated with this Program Agreement may only identify and be executed by eligible entities or co-holders that are identified on this exhibit and have executed this Program Agreement. The eligible entity and NRCS may agree to attach additional pages to this exhibit to identify additional legal entities or to further define and clarify the roles of the legal entities identified on this exhibit to the extent the further definitions and clarifications do not conflict with the provisions of the Program Agreement including all exhibits and attachments, or the terms and conditions of the individual Parcel Contracts.

Section 1:

ELIGIBLE ENTITY:

- Is considered a participant in ACEP-ALE, and therefore must meet the ACEP-ALE entity eligibility requirements as an independent[1/] or dependent[2/] eligible entity, as defined in this exhibit. At least one independent eligible entity must be identified on this exhibit.
- Must provide information to the Farm Service Agency (FSA) for entry into the Service Center Information Management System (SCIMS), or successor tool.
- All eligible entities identified in this exhibit, must have a DUNS number[3/] and be registered in SAM[4/]
- Through execution of this exhibit, eligible entities identified in this section are considered party to the ACEP-ALE Program Agreement.
- Only, eligible entities identified in this section may be party to and execute an individual Parcel Contract entered into pursuant to this Program Agreement as described below:
  - "Independent" Eligible Entities.—At least one independent eligible entity that is party to this Program Agreement must be party to and execute any Parcel Contract associated with this Program Agreement.
  - "Dependent" Eligible Entities.—Any dependent eligible entities that are party to this Program Agreement may also be party to and execute any individual Parcel Contract to which an independent eligible entity is also a party.
- Each eligible entity that is party to an individual Parcel Contract associated with this Program Agreement—
  - Must be identified as a holder (grantee) of the conservation easement deed funded through the individual Parcel Contract.
  - May receive payment of ACEP-ALE cost-share assistance provided by NRCS as the Federal share.
- This Program Agreement may be amended to identify new eligible entities but may not be amended to remove eligible entities.

ELIGIBLE ENTITY NAME	DUNS NUMBER	CHECK ONLY ONE		AUTHORIZED REPRESENTATIVE	
		INDEPENDENT ELIGIBLE ENTITY[1/]:	DEPENDENT ELIGIBLE ENTITY [2/]:	WRITTEN NAME and POSITION	SIGNATURE
Whatcom County	60044641	☑	☐	Satpal Singh Sidhu County Executive	Satpal Sidhu
		☐	☐		Approved as to Form: /s/ Royce Buckingham Senior Civil Deputy
		☐	☐		Prosecuting Attorney
		☐	☐		

Section 2:

CO-HOLDER:

- Is any legal entity identified as a co-holder (grantee) on an individual conservation easement deed that will be held by an eligible entity that is party to this Program Agreement and identified in section 1 above.
- Is not considered a participant in ACEP-ALE, and therefore is not required to meet the ACEP-ALE entity eligibility requirements.
- May **not** receive a direct payment of ACEP-ALE cost-share assistance from NRCS, however is considered a beneficiary of those Federal funds, and therefore must have a DUNS number[3/] and be registered in SAM[4/].
- Must provide information to the FSA for entry into the SCIMS, or successor tool.
- This exhibit, or amendments thereto, must identify all legal entities that may serve as a co-holder and must be executed by a sufficiently authorized representative each legal entity.
- Through execution of this exhibit, or amendments thereto, co-holders acknowledge the terms and conditions of this Program Agreement.
- Any co-holder identified in this section may be identified on and signatory to an individual Parcel Contract associated with this Program Agreement.
- Each co-holder identified on an individual Parcel Contract:
  - Must be identified as a grantee (co-holder) of the conservation easement deed funded through the individual Parcel Contract.
  - Must have a sufficiently authorized representative sign the individual Parcel Contract on which that co-holder is identified.
- This Program Agreement must be amended to add any co-holders identified after the execution of this Program Agreement and prior to the execution of any associated individual Parcel Contracts on which that co-holder is identified.

CO-HOLDER ENTITY NAME	DUNS NUMBER	CHECK ALL THAT MAY APPLY [5/]						SIGNATURE OF AUTHORIZED REPRESENTATIVE
		Acquisition	Enforcement	Monitoring	Funding	Third Party[6/]	Other	
Whatcom Land Trust	965690506	☑	☑	☑	☐	☐	☐	
		☐	☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	☐	

Section 3:

THIRD-PARTY RIGHT HOLDER:

- Is any legal entity identified as a third-party right holder (**not** a grantee) on an individual conservation easement deed that will be held by an eligible entity that is party to this Program Agreement and identified in section 1 above.
- Is not considered a participant in ACEP-ALE, and therefore is not required to meet the ACEP-ALE entity eligibility requirements.
- May not receive a direct payment of ACEP-ALE cost-share assistance from NRCS, is **not** considered a beneficiary of those Federal funds, and therefore is **not** required to have a DUNS number[3/] and be registered in SAM[4/].
- This exhibit must identify all legal entities that may serve as a third-party right holder as known at the time of execution of this Program Agreement.
- The eligible entity may elect to require third-party right holders to sign this exhibit, or amendments thereto, acknowledging they have received a copy of the terms of the Program Agreement.
- Any legal entity identified as a third-party right holder on this exhibit may be identified on an individual Parcel Contract associated with this Program Agreement.
- Each third-party right holder (including those not identified in this exhibit) that will be identified in the conservation easement deed funded through the individual Parcel Contract:
  - Must **not** be identified as a grantee (co-holder) on the conservation easement deed.
  - Must be identified on the conservation easement deed as a holder of a third-party right.

- Must be identified on the individual Parcel Contract for that Parcel.
- Is not required to sign any Parcel Contracts associated with this Program Agreement unless required by the eligible entity.

- An amendment to this Program Agreement is **not** required to add third-party right holders identified after the execution or amendment of this Program Agreement, however all third-party right holders must be identified on the individual Parcel Contracts for the parcels on which the third-party right holder will be identified in the conservation easement deed.

THIRD-PARTY RIGHT HOLDER ENTITY NAME	DUNS NUMBER (Optional)	CHECK ALL THAT MAY APPLY [5/]					SIGNATURE OF AUTHORIZED REPRESENTATIVE (Optional)
		Acquisition	Enforcement	Monitoring	Funding	Other	
Washington Recreation & Conservation Office	088405852	☐	☐	☐	☑	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	

Section 4: Definitions and Requirements

[1/] An INDEPENDENT ELIGIBLE ENTITY means an entity that NRCS has determined meets all ACEP-ALE statutory, regulatory, and policy requirements of an eligible entity, including but not limited to the following:

Statutory Requirements (see 16 U.S.C. Sec. 3865a(2)):

The term "eligible entity" means—

(A) an agency of State or local government or an Indian Tribe (including a farmland protection board or land resource council established under State law); or

(B) an organization that is—

(i) organized for, and at all times since the formation of the organization has been operated principally for, one or more of the conservation purposes specified in clause (i), (ii), (iii), or (iv) of section 170(h)(4)(A) of title 26;

(ii) an organization described in section 501(c)(3) of title 26 that is exempt from taxation under section 501(a) of title 26; or

(iii) described in—

(I) paragraph (1) or (2) of section 509(a) of title 26; or

(II) section 509(a)(3) of title 26 and is controlled by an organization described in section 509(a)(2) of title 26.

Regulatory Requirements (see 7 CFR Sec. 1468.3 and 7 CFR Sec. 1468.20):

Section 1468.3

Eligible entity means an Indian Tribe, State government, local government, or a nongovernmental organization that has a farmland or grassland protection program that purchases agricultural land easements for the purposes of protecting—

(1) The agricultural use and future viability, and related conservation values, of eligible land by limiting non-agricultural uses of that land that negatively affect the agricultural uses and conservation values, or

(2) Grazing uses and related conservation values by restoring and conserving eligible land.

Section 1468.20(b)

In addition, eligible entities interested in receiving ACEP–ALE funds must provide NRCS sufficient evidence of—

(i) A commitment to long-term conservation of agricultural lands;

(ii) A capability to acquire, manage, and enforce easements;

(iii) Sufficient number of staff dedicated to monitoring and easement stewardship; and

(iv) The estimated easement and related costs and the anticipated sources of funding sufficient to meet the non-Federal share requirements for each parcel.

(v) For individual parcels on which the eligible entity's own cash resources will comprise less than 10 percent of the fair market value of the agricultural land easement for payment of easement compensation to the landowner, the eligible entity must provide NRCS specific evidence of funding available to manage, monitor, and enforce the easement.

[2/] A DEPENDENT ELIGIBLE ENTITY means an entity that NRCS has determined meets all of the ACEP-ALE statutory requirements of an eligible entity but may not meet one or more of the regulatory or policy requirements at the time the Program Agreement is executed. A dependent eligible entity may only be party to a Program Agreement and any associated individual Parcel Contracts to which an independent eligible entity is also party.

[3/] All eligible entities and co-holders must provide and maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS).

[4/] All eligible entities and co-holders must meet the central contractor registration requirements through the System for Award Management (SAM) or successor registry. Registration in SAM must be maintained for the duration of the Program Agreement and any associated individual Parcel Contracts. Eligible entities and co-holders must renew their SAM registration annually and must not allow their registration to lapse or expire prior to renewal.

[5/] A co-holder or third-party right holder may assist in the performance of the identified functions; however, the eligible entity retains primary responsibility for all functions related to compliance with the terms and conditions of the Program Agreement and associated Parcel Contract, as well as the acquisition, monitoring, and enforcement of each agricultural land easement acquired pursuant to such Parcel Contracts.

[6/] A legal entity identified in section 2 above as a co-holder, may also identify in section 2 above that they may be a third-party holder for some easement transactions, and such legal entity does not also have to be identified in section 3 above. The role of that legal entity as either a co-holder or a third-party holder will be specified on the individual Parcel Contract for the acquisition of the agricultural land easement on the identified parcel.

NRCS Approving Official Signature	
NRCS State Conservationist Signature	Date
Roylene Comstock-Wright	4/19/2022

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-498

File ID:	AB2022-498	**Version:**	1	**Status:**	Agenda Ready
File Created:	09/06/2022	**Entered by:**	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

Primary Contact Email: rsnijder@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement with the US Department of Agriculture Natural Resource Conservation Service in order to secure matching funds for the VanderWerff Agricultural Conservation Easement through the Conservation Easement Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memo for full summary.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Contract

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

Mark Personius, AICP
Director

Memorandum

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

THROUGH: Steve Roberge, Assistant Director, PDS

FROM: Becky Snijder van Wissenkerke, CEP Administrator

DATE: September 6, 2022

SUBJECT: Request approval to sign agreement with USDA NRCS in order to secure matching funds for the VanderWerff Agricultural Conservation Easement through the Conservation Easement Program.

Whatcom County Conservation Easement Program staff applied to the USDA NRCS Agricultural Conservation Easement Program for several Conservation Easement Program applications. The VanderWerff application has been awarded matching funds to contribute towards the purchase of an agricultural conservation easement on the VanderWerff property.

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

Request Summary
Conservation Easement Program Staff request approval for the Executive to sign the Parcel Contract Agreement for project number 5505462201X7L (VanderWerff Agricultural Conservation Easement) to receive matching funds to support acquisition of an agricultural conservation easement on the VanderWerff property. This request is to secure funding from USDA.

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	PDS
Division/Program: *(i.e. Dept. Division and Program)*	Conservation Easement Program/2670/267000 CEP
Contract or Grant Administrator:	Becky Snijder van Wissenkerke
Contractor's / Agency Name:	USDA NRCS

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): 5505462201X7L CFDA#: 10.931 ACEP

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: 17550

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):
$ 90,000.00

This Amendment Amount:
$

Total Amended Amount:
$

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

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

Summary of Scope:

Request approval to sign agreement with USDA NRCS in order to secure matching funds for the VanderWerff Agricultural Conservation Easement through the Conservation Easement Program.

Term of Contract:	Expiration Date: 3/31/2025

Contract Routing:

1. Prepared by: BLS Date: 9/6/22
2. Attorney signoff: R Buckingham Date: 9/6/22
3. AS Finance reviewed: M Caldwell Date: 9/6/22
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Last edited 07/06/20

Clear Form

Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) PARCEL COST-SHARE CONTRACT

Lead ELIGIBLE ENTITY (Participant): Whatcom County	**ACEP-ALE Program Agreement Number:** 55054622PA053
State: Washington	**Parcel Contract Number:** 5505462201X7L

This parcel contract is effective on the date signed by the Natural Resources Conservation Service (NRCS) obligating official and extends through **March 31,** 2025 **[ENTER YEAR that is 3 fiscal years after the date signed by NRCS]**, or to March 31 of a subsequent fiscal year in accordance with the terms of the above-reference ACEP-ALE program agreement and as agreed to by all parties through the execution of a valid modification to this parcel contract as described herein.

1. The undersigned eligible entities (participants) enter into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract) with the Natural Resources Conservation Service (NRCS) to acquire an agricultural land easement, as set forth in the above-referenced ACEP-ALE Program Agreement on the Parcel identified in the documents that comprise this Parcel Contract, including the proposed Parcel boundary map. The term "Parties" as used herein refers collectively to NRCS and the undersigned participants.

2. This Parcel Contract is comprised of this Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract," and the Form NRCS-CPA-1265-Appendix and the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements," which are hereby fully incorporated into this document and are binding upon the participants. The Form NRCS-CPA-1266 may be modified through the execution of Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," by both NRCS and the participant and becomes a part of the Parcel Contract when the parties have agreed to and signed Form NRCS-CPA-1267.

3. NRCS issuance of payment of the Federal share to the participants in the amount identified on Form NRCS-CPA-1266, or approved modifications thereto on Form NRCS-CPA-1267, will be based on a determination by NRCS that the participants have satisfied the terms and conditions of this Parcel Contract and above-referenced Program Agreement.

4. The participants agree to—

   A) Identify on this Form NRCS-CPA-1265, all eligible entities (participants) under this Parcel Contract, and to identify one of the listed eligible entities as a "Lead Eligible Entity" to serve as the primary point of contact to NRCS for the purposes of administering this Parcel Contract and whose signature is required on all forms associated with this Parcel Contract.

   B) Identify on this Form NRCS-CPA-1265, the other eligible entities (participants) whose signatures are required on the Form NRCS-CPA-1266, and any associated modification thereto on Form NRCS-CPA-1267, and the on the submission of Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Acquisition of Easements," to request payment of the Federal share associated with this Parcel Contract.

   C) Obtain all required signatures on the Parcel Contract documents as identified on this Form NRCS-CPA-1265 and Form NRCS-CPA-1265-Appendix.

   D) Comply with the terms and conditions of this Parcel Contract and the above-referenced ACEP-ALE Program Agreement, including providing to NRCS all required items identified therein.

5. PARCEL CONTRACT PARTICIPANTS

(May only be an Eligible Entity that is Party to the ACEP-ALE Program Agreement to which this Parcel Contract is associated; Payment Shares identified below must total 100 percent)

A) Lead ELIGIBLE ENTITY (Participant)

Lead Eligible Entity Name Whatcom County	**TAX ID** 91-6001383	
	DUNS 06-0044641	
Eligible Entity Address, Telephone, e-mail 5280 Northwest Dr. Bellingham, WA 98226 (360) 778-5956 / rsnijder@whatcomcounty.us	**Payment Shares** *(enter percent)*	100 %
Signature of Authorized Representative		**Date**

ACEP-ALE PARCEL COST-SHARE CONTRACT

B) Additional ELIGIBLE ENTITIES (Participants)
(Attach additional pages as needed)

Eligible Entity Name Whatcom Land Trust			**TAX ID** 91-1246994 **DUNS** 96-5690506		
Eligible Entity Address, Telephone, e-mail 412 N Commercial St. Bellingham, WA 98225 (360) 650-9470 / Gabe@whatcomlandtrust.org			**Payment Shares** ***(enter percent)***		**%**
Signature of Authorized Representative				**Date**	
Signature required for modifications (Form NRCS-CPA-1267) (*NOTE: This delegation is not applicable for change in payment shares made on the Form NRCS-CPA-1267)*	**Yes**	**No**	**Signature required for payment requests (Form NRCS-CPA-1268)**	**Yes**	**No**

Eligible Entity Name Washington Recreation & Conservation Office			**TAX ID** 91-0780046 **DUNS** 08-8405852		
Eligible Entity Address, Telephone, e-mail 1111 Washington St SE, #2, Olympia, WA 98501 (360) 902-3000			**Payment Shares** ***(enter percent)***		**%**
Signature of Authorized Representative				**Date**	
Signature required for modifications (Form NRCS-CPA-1267) (*NOTE: This delegation is not applicable for change in payment shares made on the Form NRCS-CPA-1267)*	**Yes**	**No**	**Signature required for payment requests (Form NRCS-CPA-1268)**	**Yes**	**No**

6. NRCS APPROVING OFFICIAL

NRCS State Conservationist Signature	**Date:**

ACEP-ALE PARCEL COST-SHARE CONTRACT

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal. This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

U.S. Department of Agriculture
Natural Resources Conservation Service (NRCS)
On behalf of the
Commodity Credit Corporation (CCC)

Agricultural Conservation Easement Program –
Agricultural Land Easements (ACEP-ALE)

Appendix to Form NRCS-CPA-1265
ACEP-ALE Parcel Cost-Share Contract

Pursuant to the terms of ACEP-ALE PROGRAM AGREEMENT 55054622PA053 the terms of which are incorporated by reference into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract), the Commodity Credit Corporation (CCC) by and through the Natural Resources Conservation Service (NRCS) and Whatcom County

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(hereinafter, whether singular or plural, **ENTITY**) enter this Parcel Contract to provide funds for the acquisition of an agricultural land easement by **ENTITY** on the NRCS-approved Parcel (Parcel) identified on Form NRCS-CPA-1266, "Schedule of Acquisition for Easements," or any modification thereto on Form NRCS-CPA-1267, "Modifications of the Schedule of Acquisition for Easements." Each eligible entity identified on Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract," and in this appendix, must be identified as an **ENTITY** in the PROGRAM AGREEMENT, must be signatory to both the PROGRAM AGREEMENT and this Parcel Contract, must be a holder of the agricultural land easement deed, and is considered a participant in ACEP-ALE.

1. DEFINITIONS

The following definitions are applicable to the Parcel Contract and the associated PROGRAM AGREEMENT. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the PROGRAM AGREEMENT or the regulations governing ACEP at 7 CFR Section 1468.3.

1. Participant.—Is defined as an eligible entity who has entered into this Parcel Contract and is party to and responsible for implementing the terms and conditions of such Parcel Contract and associated PROGRAM AGREEMENT and who may receive payment of the ACEP-ALE cost-share assistance funds provided by NRCS as the Federal share.
2. Lead Eligible Entity.—As designated on the Form NRCS-CPA-1265, is one of the above-listed eligible entities who will serve as the primary point of contact to NRCS for the administration of this Parcel Contract; the lead eligible entity may serve as the primary signatory for executing specific documents associated with this Parcel Contract in accordance with designations made on the Form NRCS-CPA-1265.
3. Co-holder.—Is a legal entity that is identified in and signatory to the PROGRAM AGREEMENT and this Parcel Contract and will be identified as a co-holder (grantee)

on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.

4. Third-party Right Holder.—Is a legal entity identified in this Parcel Contract and that will be identified as a holder of a third-party right or other interest (not a grantee) on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.
5. Landowner.—Is a person, legal entity, or Indian Tribe, having current legal ownership of eligible land and those who may be buying eligible land under a purchase agreement and as further specified in 7 CFR Section 1468.3.

2. PROGRAM ELIGIBILITY REQUIREMENTS

A. NRCS is responsible to complete eligibility determinations for the land, landowner, and **ENTITY**. To remain in compliance with the terms of this Parcel Contract, **ENTITY** must provide NRCS sufficient and timely access, information, and documentation to complete these determinations.

B. **ENTITY** acknowledges that NRCS requires all current landowners of record, including required members of landowner-legal entities to:
   i. Complete and file Form AD-1026, "Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification," or any successor form, and meet the requirements set forth therein, in accordance with title XII of the Food Security Act of 1985, as amended.
   ii. Meet the requirements of, complete, and file Form CCC-941, "Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information," or any successor form.
   iii. Complete and file Form CCC-901, "Member's Information," or its equivalent, if the landowner is a business classified as a legal entity or joint operation by USDA under 7 CFR Part 1400.
   iv. Maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400.

C. **ENTITY** and co-holders identified in this Parcel Contract, must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Parcel Contract.

3. ACEP-ALE PARCEL COST-SHARE CONTRACT

A. The term "Parcel Contract," as used in this appendix, means the program documents, including Form NRCS-CPA-1265, this NRCS-CPA-1265-Appendix, the associated Form NRCS-CPA-1266, and as applicable any Form NRCS-CPA-1267. Such Parcel Contract sets forth the terms and conditions additional to the associated PROGRAM AGREEMENT for the acquisition of an agricultural land easement on an individual Parcel and receipt of ACEP-ALE cost-share assistance for such acquisition.

B. Execution of the Parcel Contract represents agreement by **ENTITY** to acquire an agricultural land easement on the identified Parcel or an agreed-to substitute Parcel under the terms specified in this Parcel Contract and the associated PROGRAM AGREEMENT.

C. This Parcel Contract must be executed by an authorized representative of **ENTITY,** NRCS, and all identified co-holders.

4. AGREEMENT

ENTITY agrees to—

1. Comply with all terms and conditions, complete all activities, and submit all required documents to NRCS in accordance with the timelines outlined in this Parcel Contract and the associated PROGRAM AGREEMENT.
2. Provide NRCS the information necessary to complete the Form NRCS-CPA-1266 and as applicable, any modifications or changes thereto, on the Form NRCS-CPA-1267.
3. Notify NRCS as soon as possible, generally within 60 days, of any changes in landownership, provide NRCS the most current evidence of ownership documentation, and execute a modification on Form NRCS-CPA-1267 as needed to reflect the updated current ownership.
4. Share responsibility for ensuring the information on Form NRCS-CPA-1266 and modifications thereto on Form NRCS-CPA-1267 is accurate and complete. NRCS may be prohibited from providing ACEP-ALE cost-share assistance if it is determined that the Parcel Contract information is not accurately reflected at the time of Parcel Contract execution and changes necessary to reflect the correct information are outside of the scope of the original Parcel Contract.
5. Not undertake any action on the Parcel which tends to defeat the purposes of this Parcel Contract, as determined by NRCS.
6. Allow NRCS representative or their agent access to the land under Parcel Contract for the purposes of conducting onsite visits needed to determine eligibility, conduct pre-acquisition due diligence activities, or complete any required planning activities.
7. Supply records and information, as required by NRCS, to determine compliance with the Parcel Contract and requirements of the program within 30 days of request.
8. Designate on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, based on the status of the eligible entities that are party to this individual Parcel Contract, whether **ENTITY** will acquire the agricultural land easement subject to the "noncertified eligible entity" provisions or "certified eligible entity" provisions set forth in the PROGRAM AGREEMENT and this Parcel Contract. **ENTITY** may only elect to operate under the certified eligible entity provisions, if an eligible entity that is party to this Parcel Contract and the associated PROGRAM AGREEMENT has been certified by NRCS based on the certification requirements in 7 CFR 1468.26.
9. The agricultural land easement deed for the Parcel identified in this Parcel Contract must satisfy the requirements as described in section VI(A)(5), and the applicable paragraph VI(A)(6) for noncertified eligible entities or VI(A)(7) for certified eligible entities. **ENTITY** must identify the selected option to be used to address such deed requirements on Form NRCS-CPA-1266, or modification thereto using Form NRCS-CPA-1267, and:
   a. For noncertified eligible entities, the agricultural land easement deed must contain the "Minimum Terms for the Protection of Agricultural Use," (ALE minimum deed terms) and based on the option selected to address this requirement **ENTITY** must attach as an exhibit to this Parcel Contract either—
      - "Attach" Option Selected.—The version of the "ALE Minimum Deed Terms Addendum" that will be attached to the conservation easement deed,

- "Incorporate" Option Selected.—The draft, unexecuted, NRCS NHQ-approved conservation easement deed with the ALE minimum deed terms incorporated, or
- "Template" Option Selected.—The draft, unexecuted, NRCS NHQ-approved template deed that will be used for the Parcel.

b. For certified eligible entities, **ENTITY** may select the "Certified Eligible Entity Deed" option or may, with prior-NRCS approval only, select the "Other" option. A copy of the final conservation easement deed must be submitted to NRCS with the payment request package and as identified in the PROGRAM AGREEMENT.

5. AGRICULTURAL LAND EASEMENT PLAN

A. **ENTITY** acknowledges that if the Parcel contains highly erodible cropland, a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 must be developed by NRCS or an NRCS-certified planner, approved by NRCS prior to closing, and provided to **ENTITY** and landowner. The HEL conservation plan must be identified on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267 and may comprise the entirety of the agricultural land easement plan.

B. If **ENTITY** has otherwise agreed to develop and maintain an agricultural land easement plan as described in the PROGRAM AGREEMENT and identified on the Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, **ENTITY** must ensure that the agricultural land easement plan is completed and signed by the **ENTITY** and landowner prior to closing.

C. The agricultural land easement is not required to be subject to an agricultural land easement plan, however **ENTITY** must ensure that for agricultural land easement plans developed as agreed-to or required, that the agricultural land easement deed includes provisions related to such plans as set forth in the PROGRAM AGREEMENT.

6. PAYMENTS

A. Based on a determination by NRCS that **ENTITY** has satisfied the terms and conditions of this Parcel Contract and the associated PROGRAM AGREEMENT and provided the items identified therein, NRCS may provide the Federal share for the purchase of the agricultural land easement acquired by the **ENTITY.**

B. **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on the identified Parcel.

C. To obtain reimbursement or an advance payment of the Federal share, **ENTITY** must submit a payment request package, which includes Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Easements," and the accompanying information and documentation required by the form and as identified in the PROGRAM AGREEMENT and this Parcel Contract.

D. **ENTITY** may submit the payment request package—
1. Sixty (60) days prior to the planned closing date when a payment is to be issued at closing (advance payment); or
2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement).

E. Payment of the Federal share for the purchase of an agricultural land easement on a Parcel owned by a legal entity, general partnership, or joint venture will be reduced by an amount

commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity determined to be subject to such reduction based on the average adjusted gross income provisions of 7 CFR Part 1400.

F. Prior to disbursement of funds, the NRCS State Conservationist will verify that **ENTITY** has provided all documentation, certifications, and information required by the terms of this Parcel Contract and the associated PROGRAM AGREEMENT. NRCS will conduct an internal review of the payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all payments that require national-level review. For advance payments, complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.

G. NRCS will disburse payment following receipt of a fully complete and correct payment request package from **ENTITY** within 30 days if the Federal share for the individual easement is less than $250,000 and within 60 days if the Federal share for the individual easement is $250,000 or greater.

H. If NRCS provides an advance payment, **ENTITY** must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. **ENTITY** must ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of receipt of the advance payment, **ENTITY** must ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day unless otherwise mutually agreed to by the parties. **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.

I. All payments received as part of this Parcel Contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that **ENTITY** consult with a tax professional as needed.

J. Any **ENTITY** that will receive any share of a payment made for the implementation of this Parcel Contract must be a signatory on the Parcel Contract and eligible for such payment. Payments will occur in accordance with the shares to which the parties have agreed as set forth on Form NRCS-CPA-1265 or in a fully executed modification on Form NRCS-CPA-1267, signed by all eligible entities. The Lead Eligible Entity on the Parcel Contract may sign the easement payment application, Form NRCS-CPA-1268, unless such signature authority is specifically not granted or assigned.

7. PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved if NRCS determines that any of the following conditions exist:

1. The landowner or operator has tenants who have an interest in land with a lease that has not been properly terminated or modified, and would interfere with **ENTITY**'s ability to implement the terms of this Parcel Contract or associated PROGRAM AGREEMENT.
2. **ENTITY** or landowner has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded according to paragraph 10(B) of this appendix, and no further payments will be made.

8. PARCEL CONTRACT MODIFICATION, CORRECTION, AND CANCELLATION

A. **ENTITY** and NRCS may modify this Parcel Contract by mutual agreement through the execution of a Form NRCS-CPA-1267 when—
   1. Both the **ENTITY** and the NRCS State Conservationist agree to the modification;
   2. NRCS had determined the modification is consistent with the purposes of the program; and
   3. **ENTITY** has provided all information needed for the modification and NRCS had completed all associated eligibility and programmatic determinations.

B. All modifications must be approved in writing by the authorized NRCS official and **ENTITY**. The Lead Eligible Entity may approve modifications to the Parcel Contract on behalf of others signatory to the Parcel Contract unless such signature authority is specifically denied on the Form NRCS-CPA-1265.

C. NRCS may unilaterally cancel this Parcel Contract when the easement acquisition would cause adverse impacts to significant cultural or environmental resources without mitigation action unless NRCS and **ENTITY** modify this Parcel Contract to address such impacts.

D. NRCS reserves the right to correct all errors in entering data or the results of computations in this Parcel Contract. If **ENTITY** does not agree to such corrections, NRCS will terminate the Parcel Contract.

9. PARCEL CONTRACT TERMINATION

A. If **ENTITY** fails to carry out the terms and conditions of this Parcel Contract, NRCS may terminate this Parcel Contract. NRCS may require **ENTITY** to refund payments received under this Parcel Contract. Refunds will be subject to the provisions in paragraph 10(B) of this appendix.

B. The NRCS may terminate this Parcel Contract, in whole or in part, without liability, if NRCS determines that continued operation of this Parcel Contract will result in the violation of a Federal statute or regulation, if NRCS determines that certain actions undermine the ability of the land to accomplish the purposes of ACEP-ALE, or if NRCS determines that termination would be in the public interest. In the event this Parcel Contract is terminated for any reason, the obligations of the parties will be as set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

C. The Parcel Contract terminates upon dissolution of the **ENTITY**.

D. NRCS may determine **ENTITY** is not in violation of this Parcel Contract for failure to comply with the Parcel Contract if the circumstances for failing to comply were beyond the control of the **ENTITY**, including a disaster or related condition, as determined by the NRCS.

E. Upon death of a landowner, this Parcel Contract will be terminated with no penalty to the parties to this Parcel Contract unless the landowner, court of appropriate jurisdiction, or operation of State law, appointed an executor or other estate representative to act on the landowner's behalf and such executor or estate representative is determined eligible by NRCS and identified on the Form NRCS-CPS-1267 or an NRCS-approved substitute parcel is identified.

F. Nothing in this Parcel Contract will be construed as to limit or condition any right acquired by the United States under any associated ACEP-ALE easement.

10. RECOVERY OF COST

A. The parties agree that NRCS will incur costs in administering this Parcel Contract. The parties further agree that in the event **ENTITY** violates the terms of this Parcel Contract, **ENTITY** voluntarily terminates this Parcel Contract before any contractual payments have been made, or this Parcel Contract is terminated with cause by NRCS, the NRCS is entitled to be reimbursed for these costs.
B. Collection of amounts due from **ENTITY** for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 1403. NRCS will notify **ENTITY** and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.

11. PERIOD OF PERFORMANCE

Within the timeframes established by NRCS, the documents that comprise this Parcel Contract must be signed, as identified therein, by an authorized representative of each eligible entity that is party to this Parcel Contract, and this NRCS-CPA-1265-Appendix must be signed by an authorized representative of each identified co-holder. This Parcel Contract is effective when signed by **ENTITY** and then executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the Parcel Contract as indicated on the Form NRCS-CPA-1265. The period of performance must be indicated on the Form NRCS-CPA-1266 or any modification thereto, on the Form NRCS-CPA-1267. This Parcel Contract remains valid until such time as the Parcel Contract expiration date is reached unless otherwise cancelled or terminated by the parties to the Parcel Contract pursuant to the terms and conditions of this Parcel Contract or the associated PROGRAM AGREEMENT. In the event that a statute is enacted during the period of this Parcel Contract which would materially change the terms and conditions of this Parcel Contract, the NRCS may require **ENTITY** to either modify this Parcel Contract consistent with the provisions of such statute or agree to Parcel Contract termination.

12. GENERAL TERMS

A. The regulations in 7 CFR Part 1468 for ACEP-ALE are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this appendix, the provisions of the regulations will prevail.
B. This Parcel Contract must be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Parcel Contract and questions as to the validity of any of its specific provisions will be resolved in favor of NRCS so as to give maximum effect to the conservation purposes of this Parcel Contract.
C. NRCS is administering this Parcel Contract on behalf of CCC. Therefore, where this Parcel Contract refers to "NRCS," NRCS is acting on CCC's behalf for the purposes of administering this Parcel Contract. When the term "**ENTITY**" is used in this Parcel Contract, it will be construed to mean all eligible entities identified in this Parcel Contract.
D. This Parcel Contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, the Prompt Payment Act, and is governed by the terms set forth herein.

13. CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (see generally 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards")

As a condition of this Parcel Contract entered into pursuant to the associated PROGRAM AGREEMENT, **ENTITY** certifies and assures that they are in compliance with and will comply in the course of this Parcel Contract and the associated PROGRAM AGREEMENT with all applicable laws, regulations, Executive orders, and other generally applicable requirements, including those set out in 2 CFR Part 200, applicable to nonprofit institutions, which are hereby incorporated into this Parcel Contract by reference, and such other regulatory and statutory provisions as are specifically set forth in the associated PROGRAM AGREEMENT and herein.

14. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

A. **ENTITY** may appeal an adverse decision under this Parcel Contract in accordance with the appeal procedures set forth in 7 CFR Part 11, Subpart A, and Part 614. Pending the resolution of an appeal, no payments will be made under this Parcel Contract. Before an **ENTITY** seeks judicial review, **ENTITY** must exhaust all appeal rights granted within these regulations.
B. **ENTITY** may also request equitable relief, as provided under 7 U.S.C. Section 7996, and 7 CFR Part 635, with the requirements of that provision.

15. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this Parcel Contract, **ENTITY** certifies that **ENTITY** will comply with the requirements of 2 CFR Part 182 and 2 CFR Part 421. If it is later determined that **ENTITY** knowingly rendered a false certification or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to NRCS under this Parcel Contract or associated PROGRAM AGREEMENT or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

The following **ELIGIBLE ENTITIES** and Co-Holders, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1265-Appendix and agree to its terms and conditions thereof.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by signing this Appendix may subject the signatory to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this appendix.

ELIGIBLE ENTITY – SIGNATURE OF AUTHORIZED REPRESENTATIVE
(All signatory Eligible Entities must be party to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

CO-HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE
(All signatory Co-Holders must be signatory to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" form and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

THIRD-PARTY RIGHT HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE
*(Optional, only required if **ENTITY** requires Third-Party Right Holders to Sign this appendix)*
(All signatory Third-Party Right holders may be identified on the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: Program.intake@usda.gov.

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Clear Form

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-CPA-1266
02/2020

SCHEDULE OF ACQUISITION FOR EASEMENTS

Lead ELIGIBLE ENTITY (Participant)	STATE	PARCEL CONTRACT EXPIRATION DATE
Whatcom County	WA	March 31, 2025

ACEP-ALE PROGRAM AGREEMENT NUMBER	RCPP 2014 FARM BILL AGREEMENT NUMBER (Complete ONLY if Parcel Associated with RCPP Agreement)
55054622PA053	1680

Enrollment Type *(Check One)*:		General ALE	**Transaction Type** *(Check One):*		Standard Transaction	**Designation of Program Agreement and Parcel Contract Provisions Based on Eligible Entity Status** *(Check One):*		Non-Certified Eligible Entity Provisions
		ALE – Grassland of Special Environmental Significance (GSS)			Pre-closing Buy-Protect-Sell Transaction			Certified Eligible Entity Provisions[1/]
					Post-closing Buy-Protect-Sell Transaction			

INSTRUCTION: COMPLETE EACH SECTION

SECTION 1: Parcel Contract and Location Information *(A copy of the proposed Parcel boundary map must be attached to this Form NRCS-CPA-1266)*

PARCEL CONTRACT NUMBER	TOTAL EASEMENT ACRES	LAND UNITS OR LEGAL DESCRIPTION	SERVICE CENTER AND COUNTY
5505462201X7L	20.00	Farm #6074 Tract #5649	Everson Service Center, Whatcom County

SECTION 2: Conservation Easement Deed Language *(Check one and follow applicable instructions)*		SECTION 3: Agricultural Land Easement Plan Components[2/] *(Check all that apply)*	
	Attach Option.—ALE Minimum Deed Terms will be attached as an Addendum to the Conservation Easement Deed *(The version of the ALE Minimum Deed Terms Addendum that will be attached to the conservation easement deed must be attached to this Form NRCS-CPA-1266).*	☐	Highly Erodible Land (HEL) Conservation Plan
	Incorporate Option.—ALE Minimum Deed Terms will be incorporated into the Conservation Easement Deed *(A copy of the unexecuted, NRCS NHQ-approved conservation easement deed must be attached to this Form NRCS-CPA-1266 or through a modification using Form NRCS-CPA-1267).*	☑	Comprehensive Agricultural Land Easement Plan
	Template Option.—ALE Minimum Deed Terms addressed in an NRCS NHQ-Approved Template Deed (*A copy of the NRCS NHQ-approved template conservation easement deed must be attached to Form NRCS-CPA-1266 or through a modification using Form NRCS-CPA-1267).*	☐	Grasslands Management Plan
	Certified Eligible Entities ONLY.—Certified Eligible Entity Conservation Easement Deed *(A copy of the final conservation easement deed must be submitted to NRCS in as part of the payment request package as identified on Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Easements").*	☐	Forest Management Plan
	Other.—Include Explanation *(selection of this option requires prior NRCS approval).*	☐	None

SECTION 4: Easement Cost Information

A. Estimated Fair Market Value of Agricultural Land Easement	$ 180,000.00
B. Requested Federal Share for the ALE • ***General ALE:*** *Federal Share cannot exceed 50% of Item A* • ***ACEP-ALE-GSS:*** *Federal Share cannot exceed 75% of Item A*	$ 90,000.00
C. Total Estimated Non-Federal Share[3/] *(The amount shown here is the total of—* • *All entity cash contributions for payment of easement compensation to the landowner.* • *All landowner donations toward easement value.* • *Only the amounts of eligible procured costs that may be relied upon to meet the minimum non-Federal share requirements.* • *Only the amounts of Stewardship funds contributed by the eligible entity that may be relied upon to meet the minimum non-Federal share requirement, limited to 2% of item (A) above).*	$ 90,000.00

SECTION 5: Eligible Entity *(attach additional sheets as necessary)*

A. Name of Eligible Entity - List all Eligible Entities that are party to this Parcel Contract	**B. Role of Eligible Entity** - Independent - Dependent	**C. Certified Eligible Entity**[1/] - Yes - No	**D. Payment Shares (Percentage)** - Enter percentage from Form NRCS-CPA-1265 - Total must equal 100%	**E. Distribution: Estimated Amount of Federal Share to be paid to Eligible Entity** - Federal share may only be paid to an Eligible Entity - Total must equal section 4, item (B) above
Whatcom County	Independent	No	100 %	$ 90,000.00
			%	$
			%	$
			%	$
		Totals:	100 %	$ 90,000.00

SECTION 6: Other Interest Holder Information *(attach additional sheets as necessary)*

A. Name of Legal Entity - List all co-holders or third-party right holders that will be identified in the Conservation Easement Deed for this Parcel	**B. Role of Legal Entity** - Co-holder - Third-Party Right Holder
Whatcom Land Trust	Co-holder
Washington Recreation & Conservation Office	Third-Party Right Holder

SECTION 7: Parcel Landowner Information *(attach additional sheets as necessary) (Only one landowner may be identified as the decisionmaker in column B below)*

A. Landowner Name[4/]	B. Decision Maker *(Yes/No)*	C. Ownership Share (%) of Parcel	D. Adjusted Gross Income (AGI) Waiver Approved[5/] *(Yes/No)*	E. Commensurate Reduction (%) applied at payment [6/]
Gregg VanderWerff		50.00 %	No	0 %
Heidi VanderWerff		50.00 %	No	0 %
		%		%
		%		%
		%		%
		%		%
Total Ownership Shares (Must Equal 100%):		100.00 %		

NOTES:

[1/] Acquisition of the agricultural land easement on the identified Parcel may occur in accordance with the certified eligible entity provisions of the above-referenced Program Agreement and this Parcel Contract only if at least one eligible entity identified in section 5 above has been certified by NRCS and if the designation to proceed subject to the certified eligible entity provisions has been made on this Form NRCS-CPA-1266.

[2/] In accordance with the provisions of the above-referenced Program Agreement and this Parcel Contract, an eligible entity may elect to develop on its own, a comprehensive agricultural land easement plan, a grassland management plan, or a forest management plan, however, if the Parcel contains highly erodible cropland, the associated HEL conservation plan must be developed by NRCS or an NRCS-certified planner.

[3/] The specific breakdown of the final amounts and sources that comprise the non-Federal share must be provided in the "Statement to Confirm Matching Funds," (Form NRCS-CPA-230, or successor form) submitted to NRCS.

[4/] NRCS must be notified of any changes in landownership prior to closing in accordance with the terms of this Parcel Contract. If prior to closing, the parcel ownership is different than reflected on this document, the landowners must be eligible, as determined by NRCS and a Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," must be executed to reflect current ownership.

[5/] Prior the execution of Form NRCS-CPA-1266, all landowners must be determined compliant with the AGI provisions as set forth in 7 CFR Part 1400, and such determination remains in effect for the duration of the Parcel Contract unless a change is made that affects the existing AGI determination, including the applicability of any AGI waivers granted by NRCS. Before Form NRCS-CPA-1267 may be executed to modify the Parcel Contract to reflect such changes, the landowners must be determined compliant with the AGI provisions.

[6/] NRCS must determine whether payment of the Federal share must be commensurately reduced in accordance with 7 CFR Part 1400 and as described in Form NRCS-CPA-1265-Appendix. The amount shown is the anticipated percent by which payment of the total Federal Share will be reduced. The amount of the actual payment of the Federal share provided by NRCS will reflect the final commensurate reduction determinations made prior to issuing such payment.

Certification of Participants			
Lead Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date

Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date

Signature of NRCS Approving Official	
NRCS State Conservationist Signature	Date

PRIVACY ACT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Sec. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. Section 3801 note and 16 U.S.C. Section 3846.

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
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Vanderwerrff



Whatcom County 2020 PDR Program Property - Land Cover

- Cropland - 0.0 ac./0%
- Forest - .15 ac./.8%
- Pasture - 17.02 ac./86.1%
- Incidental/Farmstead - 2.02 ac./10.2%
- Water/Wetland (non-Forested) - .49 ac./2.5%
- Water/Wetland (Forested) - .09 ac./.5%

Vanderwerff Property

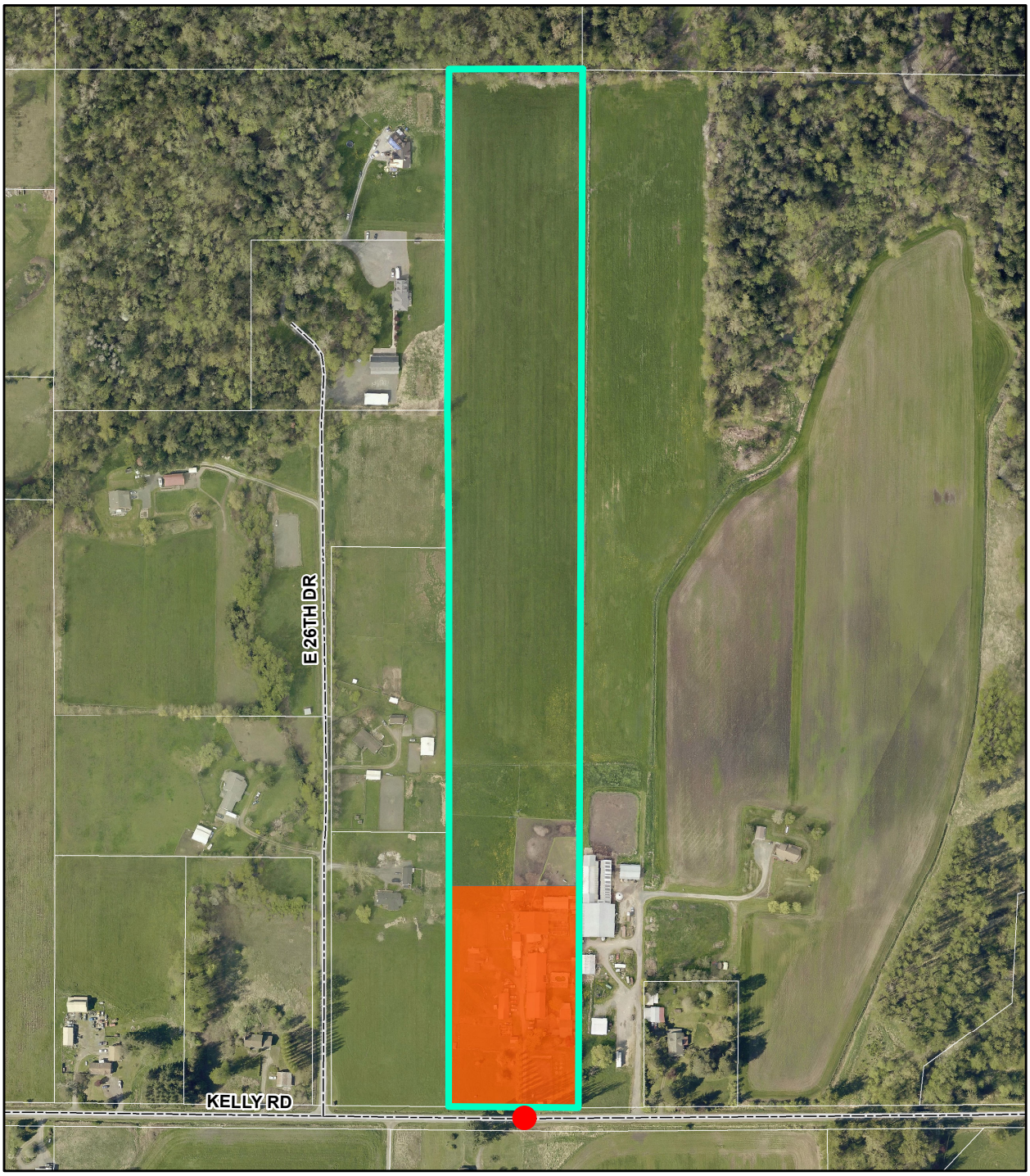
Geographic Information System WHATCOM COUNTY WASHINGTON 2020

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT:

Whatcom County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damage, loss, or liability arising from any use of this map.

0 75 150 300 450 600 Feet

Vanderwerff



Whatcom County 2020 PDR Program Property - Access

Vanderwerff Property

Building Envelope

Access Point

Geographic Information System
WHATCOM COUNTY
WASHINGTON
2020

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AGRICULTURAL CONSERVATION EASEMENT PROGRAM (ACEP)
AGRICULTURAL LAND EASEMENT (ALE)
MINIMUM DEED TERMS FOR THE PROTECTION OF AGRICULTURAL USE

INSTRUCTIONS FOR APPENDING: *When these terms are appended as an exhibit to the Agricultural Land Easement deed, as opposed to being incorporated directly into an Agricultural Land Easement deed, the following requirements must be met: (1) The Agricultural Land Easement deed must be an enforceable real property easement interest that runs with the land in perpetuity or for the maximum term allowed under State law and protects the agricultural use and future viability, and related conservation values, of eligible land by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protects grazing uses and related conservation values by restoring or conserving eligible land. (2) A complete copy of the exhibit below must be attached to the Agricultural Land Easement deed at the time of closing and recordation. (3) The following paragraph must be inserted at the end of the body of the Agricultural Land Easement deed.*

> This **[INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT]** is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT ____ is attached hereto and incorporated herein by reference and will run with the land [**SELECT ONE**: *in perpetuity* **OR** *for the maximum duration allowed under applicable State laws*]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT ____ (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT ____entitled "Minimum Deed Terms For The Protection Of Agricultural Use" that is appended to and made a part of this easement deed.

INSTRUCTIONS FOR INCORPORATION: *When these terms are incorporated directly into an Agricultural Land Easement deed the following three paragraphs must be included in the Agricultural Land Easement deed's granting clause and recitals. The terms in Section I and Section II must be incorporated into the body of the Eligible Entity's Agricultural Land Easement deed unmodified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the Agricultural Land Easement Deed, Baseline Documentation Report, Protected Property, and the Parties. Please note, the language contained below between "Exhibit ___" and "Section I" is not for use with this method.*

[Include in Granting Clause after Grantor and Grantee:]

> and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

[Include in Recitals:]

This **[INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT]** is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of [**SELECT BASED ON ENROLLMENT TYPE:**

(FARMLAND) *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the*

Protected Property (the "Purpose of the ALE").

(GRASSLAND, NON-GRASSLAND OF SPECIAL ENVIRONMENTAL SIGNIFICANCE (GSS) *protecting grazing uses and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").*

(GRASSLAND, GSS) *protecting grazing uses,* **[(SELECT ONE OR MORE)** *protecting and providing habitat for threatened, endangered, or at-risk species; protecting sensitive or declining native grasslands; protecting highly sensitive natural resources identified by the Grantee***]**, *and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").***]**

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [**SELECT ONE:** *appended to this easement deed* **OR** *maintained in the files of the Grantee*].

EXHIBIT_____

MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

The Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement ("ALE"), as described in this Agricultural Land Easement Deed ("ALE Deed"), on real property described in Exhibit _____, hereafter referred to as "the Protected Property." As used herein, references to the "ALE Deed" include this Exhibit, except where explicitly stated otherwise.

[LANDOWNER NAMES] (collectively "Grantor"), the **[ELIGIBLE ENTITY NAMES]** (collectively "Grantee"), and the **United States of America** (the "United States"), acting by and through the United States Department of Agriculture Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (jointly referred to as the "Parties") acknowledge that the ALE is acquired by the Grantee for the purpose of **[SELECT BASED ON ENROLLMENT TYPE:**

(FARMLAND) *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (the "Purpose of the ALE").*

(GRASSLAND, NON-GSS) *protecting grazing uses and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").*

(GRASSLAND, GSS) *protecting grazing uses,* **[(SELECT ONE OR MORE)** *protecting and providing habitat for threatened, endangered, or at-risk species; protecting sensitive or declining native grasslands; protecting highly sensitive natural resources identified by the Grantee***]**, *and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").***]**

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [**SELECT ONE:** *appended to this easement deed* **OR** *maintained in the files of the Grantee*].

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between this Exhibit and other provisions of the ALE Deed. Notwithstanding any other provision of the ALE Deed, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the terms and conditions identified in the following Sections I and II. If the terms and conditions in Sections I and II are inconsistent with terms and conditions in other portions of the ALE Deed, Sections I and II will control; provided, however, that if other portions of the ALE Deed have terms and conditions that are more restrictive to the rights of the Grantor and are consistent with the provision or intent of the terms and conditions in Section I, Paragraphs 1, 2, and 4, those more restrictive terms and conditions will control. If other portions of the ALE Deed are more restrictive to the rights of the Grantor than Section I, Paragraphs 3 and 5, and Section II, then Section I, Paragraphs 3 and 5, and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this ALE, and the restrictions and covenants of this ALE Deed will apply to the Protected Property as a whole.

The terms and conditions of the ALE Deed run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this ALE Deed, including the following:

1. Limitation on Impervious Surfaces. Impervious surfaces will not exceed _____ percent**[Insert approved impervious surface percentage. Note: if greater than 2 percent, a written waiver from the Chief of NRCS or the Chief's authorized designee is required.**] of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE Deed.

[*Include the following if limited subdivision is allowed below*: *In the event the Protected Property is subdivided as provided for in Section I, Paragraph (2)(A), the total cumulative impervious surface of the subdivided parcels must not exceed the impervious surface limitation referenced above. The Grantor, with Grantee approval, will allocate the impervious surface limit among the subdivided parcels and ensure said impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument.*]

2. Limitations on Nonagricultural Uses. Any activities inconsistent with the Purpose of the ALE are prohibited. *[**Note: The term "ALE grassland enrollments" refers to both general ALE grazing uses enrollments or ACEP-ALE-GSS enrollments.** **Also include the following sentence for ALE grassland enrollments:** *The provisions of this ALE Deed limit the types of agricultural operations that can occur on the Protected Property to those that promote the Purpose of the ALE.*] The following activities are inconsistent with the Purpose of the ALE and are specifically prohibited, subject to the qualifications stated below:

(A) *Subdivision* – **[Select Option 1, 2, or 3.] [Additionally, where required by State law the following may be inserted at the end of the selected option**: *Notwithstanding the foregoing, subdivision of the Protected Property is permissible when necessary to comply with State or local regulations that explicitly require subdivision to construct residences for employees working on the Protected Property. Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), prior to division of the Protected Property in accordance with such State or local regulations.***]**

[Option 1] Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.

[Option 2] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ separate parcels (____ divisions allowed), the boundaries and the allocation of the impervious surface limitation of which have been identified in EXHIBIT _____, which is appended to and made a part of this ALE Deed. To protect the Purpose of the ALE, the boundaries of such divisions have been preapproved in writing by Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS). Deviations from the identified boundaries will not be allowed. Grantor must give Grantee and the Chief of NRCS written notice prior to subdividing, dividing, or separately conveying a parcel of the Protected Property.

[Option 3] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ separate parcels (____ divisions allowed). To protect the Purpose of the ALE, the

boundaries of such divisions must be approved in writing by Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Protected Property into separately conveyable farm or ranch parcels when—

1. The Grantee requests the Chief of NRCS approval to subdivide the Protected Property into separate farm or ranch parcels, after receiving a request from the Grantor;

2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agricultural use and that any new owners of the subdivided Protected Property farm or ranch parcels intend to use such parcels for agricultural operations; and

3. The Chief of NRCS determines that the—

a. Parcels resulting from the subdivision of the Protected Property will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 et seq. as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and

b. The resulting parcel will not be below the median size of farms in the county or parish as determined by the most recent United States Department of Agriculture's National Agricultural Statistical Survey (NASS).

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

(i) Agricultural production and related uses in accordance with the terms and conditions of this ALE Deed;

(ii) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Purpose of the ALE and in accordance with the terms and conditions of this ALE Deed;

(iii) Temporary or seasonal outdoor activities or events that do not harm the Purpose of the ALE; and

(iv) Commercial enterprises related to agriculture or forestry including but not limited to **[Select those consistent with the Purpose of the ALE and that may occur on the Protected Property:** *agritourism; processing, packaging, and marketing of farm or forest products; farm machinery repair; farm wineries; and small-scale retail enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.*] **[For properties that contain historical or archaeological resources the following may be inserted:** *Commercial enterprise activities related to interpretation of the Protected Property's historic or archaeological resources.*]

(C) *Construction on the Protected Property* – Except as otherwise permitted in this **Section I, Paragraph 2(C)**, all structures and improvements must be located within the Building Envelope(s), [**Select One (FIXED OPTION):** *containing approximately _____ total acres and described or shown*

in EXHIBIT _____, which is appended to and made a part of the ALE deed. **OR (FLOATING OPTION):** *of which there shall be no more than _____, containing no more than _____ total acres. The Grantor must receive prior written approval of the location and boundaries of the future building envelopes from the Grantee and the Chief of NRCS, following which, the Grantor and Grantee shall amend this ALE Deed to add an exhibit that describes the approved boundaries and locations of the Building Envelope(s).*]

[**Alternately, if the Protected Property will have no building envelopes, replace the preceding sentences with the following:** *Except as otherwise permitted in this* ***Section I, Paragraph 2(C)****, no structures or improvements, whether existing or in the future, may be constructed, replaced, or enlarged on the Protected Property.*]

[Include the following subparagraph if future adjustments to approved building envelopes may be considered: *The identified boundaries and locations of the approved Building Envelope(s) may be adjusted only with prior written approval from the Grantee and the Chief of NRCS. The adjusted Building Envelope(s) may not be larger than the approved Building Envelope(s) and must provide equal or greater protection of the Purpose of the ALE. Following receipt of written approval to adjust identified Building Envelope(s), the Grantor and Grantee shall amend this ALE Deed to add an exhibit that describes the subsequently approved boundaries and locations of the Building Envelope(s).*]

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph 2(B)(ii)** and in this **Section I, Paragraph 3(C)** that neither individually nor collectively have an adverse impact on the Purpose of the ALE, may be located outside of the Building Envelopes with prior written approval of the Grantee.

New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and are necessary to carry out the agricultural operations or other allowed uses on the Protected Property. **[Add the following sentence for ALE-GSS enrollments:** *Any new roads must be constructed in a location and manner that is consistent with the Purpose of the ALE and will not negatively impact the habitat, species, or sensitive natural resources identified for protection in the Baseline Documentation Report.***]**

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced, and new fences installed if they are necessary for agricultural operations or other allowed uses on the Protected Property or to mark boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the ALE **[Add the following sentence for ALE-GSS enrollments:** *and will not negatively impact the habitat, species, or sensitive natural resources identified for protection in the Baseline Documentation Report***].**

(D) *Granting of Easements for Utilities and Roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.

(E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except for the following:

(i) Dam construction pursuant to a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;

(ii) Erosion and sediment control pursuant to a plan approved by the Grantee;

(iii) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the ALE; and

(iv) [**Select One:** *Agricultural activities* **OR** *Grazing uses or grassland restoration*] and related conservation activities conducted in accordance with the terms and conditions of this ALE Deed **[Insert if the agricultural land easement plan paragraph is included:** and the agricultural land easement plan as described in Section I, paragraph 4].

(F) *Surface and Subsurface Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE Deed or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited [**Include the following if either of the optional mineral extraction options below are used:** *except as otherwise provided in this Paragraph (F)*].

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this ALE Deed is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (F). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this ALE Deed and must incorporate by reference this ALE Deed.

[**Include the following subparagraph if a limited allowance for agricultural purposes may be authorized**: *Limited mining activities for materials (e.g., sand, gravel, or shale) used to facilitate the agricultural operations on the Protected Property are allowed where the extraction of such materials is limited, localized, and small with a defined area and acreage* **[SELECT ONE:** *identified in EXHIBIT ____* OR *approved prior to extraction by the Grantee, not to exceed _____ acres*,**]** *and does not harm the Purpose of the ALE*.]

[The following may be inserted to qualify the above if Grantee chooses to allow subsurface mineral development as an alternative to a complete prohibition on mineral exploration and extraction on the Protected Property – Beginning of Optional Additional Subsurface Mineral Development Language: *Subsurface mineral development on the Protected Property is allowed in accordance with this Paragraph (F), if approved by Grantee and Chief of NRCS. Grantee and Grantor must demonstrate prior to the initiation of mineral development activity that such subsurface mineral development shall—*

(i) Be conducted in accordance with applicable State law;
(ii) Have a limited and localized impact;
(iii) Not harm the Purpose of the ALE;
(iv) Not materially alter or affect the existing topography, as determined by Grantee and the Chief of NRCS;
(v) Comply with a subsurface mineral development plan that includes a plan for the remediation of impacts to the Purpose of the ALE, which includes reclaiming and restoring all areas of the Protected Property that are impacted by the subsurface mineral development and such plan is approved by Grantee and the Chief of NRCS prior to the initiation of mineral development activity.
(vi) Not be accomplished by any surface-mining method;
(vii) Be within the impervious surface limits described in Section I, Paragraph 1; and
(viii) Use practices and technologies that minimize the duration and intensity of impacts to the Purpose of the ALE.

All areas of the Protected Property that are impacted by subsurface mineral development pursuant to this section must be reclaimed and restored within a reasonable time, as determined by the Grantee and Chief of NRCS, at cessation of subsurface mineral development activities.

Impervious surfaces, as defined in Section I, Paragraph 1, *include any surface disturbance or impervious surfaces associated with subsurface mineral development allowed by this paragraph*. **End of Optional Additional Subsurface Mineral Development Language]**

[Include the following paragraph for all ALE Grassland Enrollments: (G) *Crop Cultivation. Except for grazing uses and grassland restoration and conservation, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited* [**Include the following if agricultural intensification may be permitted on ALE Grassland Enrollments that are non-GSS (not allowed on ALE-GSS enrollments):** *outside of the Designated Crop Cultivation Areas on the Protected Property, identified in Exhibit _____, the extent of such areas may not exceed* **[Insert Percent Not to Exceed 10 Percent]** _____ *percent of the Protected Property, the agricultural uses, location, and boundaries of which must be compatible with the purpose of the ALE and be approved in advance, in writing by the Grantee*.**]**

3. Preserving Agricultural Uses. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property and the Purpose of the ALE. **[The preceding sentence must be struck for ALE grassland enrollments.]** No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the ALE's protection for the Purpose of the ALE. Allowed uses of the Protected Property include the specific uses allowed in Section I, Paragraph (2)(B)(i)–(v) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of **[Select One:** *agricultural crops and livestock* **OR** *livestock and agricultural products compatible with the Purpose of the ALE***]** are allowed provided these activities are conducted in a manner consistent with the terms of the ALE deed **[Insert if the agricultural land easement plan Section I, Paragraph 4 is included:** *and the agricultural land easement plan described in Section I, Paragraph 4*].

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property **[Insert if a forest management plan is included in Section I, Paragraph 4:** *and in accordance with a written forest management plan as described in Section I, Paragraph 4***].**

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits and consistent with the Purpose of the ALE.

[Include the following paragraph any time the property is in grassland use that is considered during ranking and selection, is an ALE grassland enrollment, or funded for conservation purposes that include conserving or restoring grassland uses or grassland dependent species: (D) *Grassland Uses of the Protected Property* – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire presuppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions of this ALE Deed and the Purpose of the ALE. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline. Determinations of birds whose populations are in significant decline, nesting seasons for such birds, and the areas of the Protected Property affected by this restriction will be set forth within [**Select all that apply:** *the Baseline Documentation Report, the ALE Plan, and the grassland management plan described in Section I, Paragraph 4*].

[**Include the following paragraph and each applicable clause if the Protected Property contains highly erodible cropland or is an ACEP-ALE-GSS parcel on an FY 2019 ALE-agreement, and for each agricultural land easement plan the entity has otherwise agreed to:**

4. Agricultural Land Easement Plan. *The Grantee shall prepare an agricultural land easement plan (the "ALE Plan") in consultation with the Grantor and as needed NRCS. The Grantee agrees to update the ALE Plan, in consultation with the Grantor and as needed, NRCS, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.*

[INCLUDE THE FOLLOWING ONLY IF ENTITY AGREED TO HAVE A GENERAL ALE PLAN: *The ALE Plan shall describe the farm or ranch management system, describe the natural resource concerns on the Protected Property, describe the conservation measures and practices that may be implemented to address the identified resource concerns, and promote the long-term viability of the land to meet the Purpose of the ALE.]*

[INCLUDE THE FOLLOWING IF PARCEL CONTAINS HIGHLY ERODIBLE CROPLAND: *The ALE Plan shall include a conservation plan that complies with 7 CFR Part 12 pertaining to all highly erodible cropland on the Protected Property. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this ALE Deed based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised conservation plan.]*

[INCLUDE THE FOLLOWING FOR ALL ACEP-ALE-GSS PARCELS ON FY 2019 ALE-AGREEMENTS OR IF THE ENTITY HAS AGREED TO HAVE A GRASSLAND MANAGEMENT PLAN: *The ALE Plan shall include a grassland management plan that describes the grassland*

resource; the management system and practices that conserve, protect, or enhance the viability of the grassland; and as applicable any habitat, species, or sensitive natural resources requirements, permissible and prohibited activities, and any associated restoration plans.]
[INCLUDE THE FOLLOWING IF THE ENTITY HAS AGREED TO HAVE A FOREST MANAGEMENT PLAN: *The ALE Plan shall include a forest management plan that describes the management system and practices that conserve, protect, or enhance the viability of the forest land and as applicable, any significant conservation benefits. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee.*]

[Include the following paragraph if eligibility of the land for ACEP-ALE is based on the presence of historical or archaeological resources or the project received ranking points for the multifunctional benefits of agricultural land protection for historical and archaeological resources (Note: Number as paragraph 4 if the preceding ALE plan paragraph is not included):

5. Historic or Archaeological Resources. *Existing archaeologically, culturally, or historically significant features on the Protected Property including, but not limited to, such features as documented in the Baseline Documentation Report, must be maintained consistent with the guidelines provided in The Secretary of Department of the Interior's Standards for the Treatment of Historic Properties pursuant to 36 CFR Part 68, as amended. The up-to-date version of such guidelines must be maintained by Grantee in the Baseline Documentation Report and made available to Grantor upon request. The archaeologically, culturally, or historically significant features may not be altered or removed without Grantee's prior written approval, which approval will not be given except where the proposed activity is accomplished in accordance with the guidelines provided in the Secretary of the Department of the Interior's Standards for the Treatment of Historic Properties*.]

SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE-Agreement with the

Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined below).

3. Environmental Warranty.

As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

As used herein, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and

wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

4. Extinguishment, Termination, and Condemnation. The interests and rights under this ALE Deed may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, any proposed extinguishment, termination, or condemnation action that may affect the United States' interest in the Protected Property must be reviewed and approved by the United States.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is _____ percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee **[Calculate and enter the percent of fair market value of the ALE provided based on the sum of the Grantee's contributions and Grantor donations toward the acquisition value of the easement]**, _____ percent of the Proportionate Share; and (b) to the United States _____ percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

5. Amendment. This ALE Deed may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and

through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

PROGRAM AGREEMENT
between
USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
and the
Whatcom County
for the
AGRICULTURAL CONSERVATION EASEMENT PROGRAM
AGRICULTURAL LAND EASEMENTS

This PROGRAM AGREEMENT is entered into by and between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), on behalf of the Commodity Credit Corporation (CCC), and the **Whatcom County** (hereinafter, whether singular or plural, **WHATCOM COUNTY**). NRCS and **WHATCOM COUNTY** are engaged in complementary and compatible activities related to purchasing agricultural land easements to secure the long-term protection of the agricultural use and future viability, and related conservation values, of eligible land by limiting the nonagricultural uses of that land that negatively affect the agricultural uses and conservation values, or protecting grazing uses and related conservation values by restoring or conserving eligible land. These activities are accomplished through the provisions of the agricultural land easement component of the Agricultural Conservation Easement Program (ACEP-ALE). To accomplish these activities, financial and technical assistance may be provided by NRCS and **WHATCOM COUNTY**, whose assistance may include qualified contributions from others.

I. AUTHORITY

NRCS enters this PROGRAM AGREEMENT under the authorities of the Commodity Credit Corporation Charter Act, 15 U.S.C. Section 714 et seq.; the Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, 16 U.S.C. Section 3865 et seq. This PROGRAM AGREEMENT will be administered in accordance with the policies and procedures set forth in the ACEP regulation (7 CFR Part 1468).

Whatcom County enters this PROGRAM AGREEMENT under the authorities of Whatcom County Ordinance No. 2002-054.

II. BACKGROUND AND PURPOSE

A. ACEP-ALE is a voluntary conservation program that establishes specific parameters for NRCS to work with and provide ACEP-ALE cost-share assistance to eligible entities for the purchase of an agricultural land easement on eligible land from eligible landowners (Grantors) and for NRCS personnel to conduct technical assistance activities to implement the program. The purpose of this PROGRAM AGREEMENT is to establish the framework by which NRCS and **WHATCOM COUNTY** may implement the activities necessary to acquire agricultural land easements and ensure the long-term protection of the natural resources and agricultural nature of the lands under easement with ACEP-ALE assistance. The term "Parties" as used herein refers collectively to NRCS and **WHATCOM COUNTY.**

B. WHATCOM COUNTY has submitted an entity application for NRCS program assistance through ACEP-ALE and has been determined by NRCS to meet the statutory and regulatory requirements to participate in ACEP-ALE as an "eligible entity." **WHATCOM COUNTY** will carry out activities specified in this PROGRAM AGREEMENT by working with NRCS and eligible landowners to acquire agricultural land easements on lands determined by NRCS to be eligible for ACEP-ALE. The land on which an agricultural land easement may be acquired is herein referred to collectively as "Parcels" or individually as "Parcel."

C. The Parties agree that the principal purpose of this PROGRAM AGREEMENT is to identify, describe, and document the Parties' acknowledgement and agreement of—

NRCS Representative Initial _____

Entity Representative Initial _____

1. The roles and responsibilities of the NRCS and **WHATCOM COUNTY** related to the acquisition and long-term stewardship of agricultural land easements.
2. The requirements and limitations for providing and receiving ACEP-ALE financial assistance funds (cost-share) and technical assistance services.
3. The procedures for executing and administering individual "ACEP-ALE Parcel Cost-Share Contracts" through which NRCS may provide ACEP-ALE cost-share assistance to **WHATCOM COUNTY** for the purchase of an agricultural land easement on an individual Parcel.
4. The list of eligible entities that are party to this PROGRAM AGREEMENT and the designation of the eligible entities that will individually or collectively be party to individual ACEP-ALE Parcel Cost-Share Contracts entered into pursuant to this PROGRAM AGREEMENT.
5. The list of potential easement co-holders or third-party right holders that may be identified in an individual ACEP-ALE Parcel Cost-Share Contract and the associated agricultural land easement deed and the respective roles and responsibilities of such holders.
6. Supplemental provisions to the framework established in this PROGRAM AGREEMENT included as an attachment to this PROGRAM AGREEMENT and used to identify additional specific requirements, procedures, roles, and responsibilities as agreed to by NRCS and **WHATCOM COUNTY**.

III. PROGRAM AGREEMENT AND ASSOCIATED ACEP-ALE PARCEL COST-SHARE CONTRACTS

A. This PROGRAM AGREEMENT will expire on the date identified below. The term of this PROGRAM AGREEMENT may be for a period of:
   1. At least 3 fiscal years and not to exceed 5 fiscal years following the fiscal year in which this PROGRAM AGREEMENT is originally executed; or
   2. If a certified eligible entity, as determined by NRCS, is identified on EXHIBIT 1 and party to this PROGRAM AGREEMENT, at least 5 fiscal years and not to exceed 7 fiscal years following the fiscal year in which this PROGRAM AGREEMENT is originally executed.

Program Agreement Expiration Date: September 30, 2027

B. **WHATCOM COUNTY** may submit individual parcel applications to NRCS for ACEP-ALE cost-share assistance for the purchase of an agricultural land easement at any time during the life of the PROGRAM AGREEMENT. Individual parcel applications associated with this PROGRAM AGREEMENT and determined by NRCS to meet eligibility, enrollment, and prioritization criteria may be selected for funding by NRCS on a continuous basis or during announced signup and batching periods.

C. ACEP-ALE cost-share assistance (Federal share) for individual Parcels selected for funding will be obligated and provided through individual ACEP-ALE Parcel Cost-Share Contracts (Parcel Contract) entered into by NRCS and **WHATCOM COUNTY** (see exhibit 3 of this agreement for sample Parcel Contract forms, these are provided for informational purposes, NRCS will provide the actual Parcel Contract forms appropriate for the specific transaction type prior to the execution of an individual Parcel Contract). Individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT are assured of funding for the entire length of the approved Parcel Contract in accordance with the terms of the Parcel Contract.

D. Each Parcel Contract may identify only one Parcel and will document the Parties' agreement to the Parcel-specific information as required in the Parcel Contract, which includes identifying the enrollment type of the Parcel as either a 'General ALE' enrollment or a 'Grasslands of Special Environmental Significance' enrollment, as determined by NRCS, and identifying the transaction type as either a 'standard ALE transaction,' a 'Pre-closing transfer buy-protect-sell transaction,' or a 'Post-closing transfer buy-protect-sell transaction.'

E. For standard ALE transactions: The standard expiration date for all individual Parcel Contracts is March 31 of the third fiscal year following the fiscal year the Parcel Contract is executed. Prior to expiration of a Parcel Contract and upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract, a maximum of two individual 12-month extensions may be approved. No Parcel Contract may extend beyond March 31 of the fifth fiscal year following the original fiscal year of the Parcel Contract execution. For buy-protect-sell transactions, the standard expiration date is September 30 of the fifth fiscal year following the fiscal year the Parcel Contract is executed and may not be extended except as specified in the terms of a Parcel Contract for a post-closing transfer buy-protect-sell transaction.

F. Upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract during its term, NRCS may allow the substitution of a Parcel on which an agricultural land easement is being acquired through a standard ALE transaction at any time, provided that as determined by NRCS, the substitute Parcel and all of its landowners meet all ACEP-ALE eligibility requirements, the substitute Parcel is of comparable conservation value and is the same enrollment type as the original Parcel, and sufficient funds are available. The modification of an individual Parcel Contract for the substitution of a Parcel on which an agricultural land easement is being acquired through a buy-protect-sell transaction is not authorized.

G. Upon modification, completion, expiration, termination, or cancellation of an individual Parcel Contract, the excess or remaining funds will be deobligated from the individual Parcel Contract.

H. Nothing in this PROGRAM AGREEMENT obligates NRCS or **WHATCOM COUNTY** to purchase an agricultural land easement on any Parcel submitted for funding.

IV. CONTRIBUTION REQUIREMENTS AND LIMITATIONS

A. The fair market value of the agricultural land easement must be determined using one of the methods set forth in 7 CFR Part 1468. The resultant fair market value of the agricultural land easement will be identified in the individual Parcel Contract and used to establish the amount of the ACEP-ALE cost-share assistance that may be provided by NRCS as the Federal share and the corresponding non-Federal share amount provided by **WHATCOM COUNTY** based on the enrollment type of the individual Parcel as follows:

i. For General-ALE Enrollments.—The Federal share will not exceed the lesser of 50 percent of the fair market value of the agricultural land easement or the non-Federal share provided by **WHATCOM COUNTY**, as described in paragraph B below of this section (IV). At the time of execution of this PROGRAM AGREEMENT, **WHATCOM COUNTY** must agree to provide, for each General ALE Parcel, a non-Federal share in an amount at least equivalent to the Federal share.

ii. For Grasslands of Special Environmental Significance (GSS) Enrollments.—The Federal share will not exceed 75 percent of the fair market value of the agricultural land easement and the non-Federal share provided by **WHATCOM COUNTY**, as described in paragraph B below of this section (IV), must comprise the remainder of the fair market value of the agricultural land easement or an amount at least equivalent to the Federal share, whichever is less. At the time of execution of this PROGRAM AGREEMENT, **WHATCOM COUNTY** must agree to provide for each ACEP-ALE GSS Parcel, a non-Federal share that meets the requirements of this section (IV).

B. The non-Federal share for an individual easement may be comprised of one or more of the following items:

1. **WHATCOM COUNTY's** contribution of its own cash resources for payment of easement compensation to the landowner, or for a buy-protect-sell transaction, the amount of the fair

market value of the agricultural land easement, less the amount of the Federal share, that is provided through the conveyance of the agricultural land easement by the eligible entity.

2. A landowner donation toward the easement value in the form of a charitable donation or a qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) that reduces the easement purchase price.
3. If taken together, items (1) and (2) are not sufficient to meet the required non-Federal share amount for that easement, **WHATCOM COUNTY** may also include the procured costs paid by **WHATCOM COUNTY** to a third-party for the provision of the following easement acquisition related reports or services that meet applicable ACEP-ALE requirements:
   i. agricultural land easement appraisal.
   ii. legal boundary survey of the easement area.
   iii. full phase-I environmental site assessment that meets the requirements of 40 CFR Part 312.
   iv. title commitment or report, title insurance, easement closing costs.
   v. baseline report.
   vi. mineral assessment.
4. If taken together, items (1), (2), and (3) are not sufficient to meet the required non-Federal share amount for that easement, **WHATCOM COUNTY** may also include **WHATCOM COUNTY's** own contribution for easement stewardship and monitoring costs in an amount up to 2 percent of the fair market value of the agricultural land easement, as determined in accordance with section VI(A)(16) and (17) below.

C. On an individual Parcel basis, **WHATCOM COUNTY** must self-certify on the appropriate Form NRCS-CPA-230, "Statement to Confirm Matching Funds" as provided by NRCS, that **WHATCOM COUNTY**'s own contributions toward items 1, 3, or 4 above have not come from additional donations, payments, loans, or fees made by or charged to the landowner (Grantor or qualified farmer or rancher) of the agricultural land easement, immediate family members of the landowner (Grantor or qualified farmer or rancher), or organizations controlled by or funded by the landowner (Grantor or qualified farmer or rancher), either through formal or informal agreements. **WHATCOM COUNTY** must provide to NRCS a completed Form NRCS-CPA-230 signed by **WHATCOM COUNTY** and the landowner prior to the closing of an easement, or an advance of the Federal share for the purchase of an easement, on the Parcel identified in an individual Parcel Contract. The appropriate version of the Form NRCS-CPA-230 must be submitted and must identify the amount and sources of the items included in the non-Federal share.

V. PAYMENT OF ACEP-ALE COST-SHARE ASSISTANCE

A. **WHATCOM COUNTY** must meet the terms and conditions set forth in this PROGRAM AGREEMENT and provide NRCS with the items identified in this PROGRAM AGREEMENT and the individual Parcel Contract in order to receive the Federal share for the purchase of an agricultural land easement on the Parcel identified in a valid Parcel Contract.

B. Pursuant to the terms of the individual Parcel Contract, **WHATCOM COUNTY** may request payment of the Federal share as reimbursement after closing of an agricultural land easement, or for standard ALE transactions only, as an advance payment prior to closing of an agricultural land easement. If an advance of the Federal share will be requested, **WHATCOM COUNTY** must submit to NRCS a complete payment request package, including all required documents, prior to closing on the agricultural land easement.

C. For any eligible procured costs as identified in section IV(B)(3) above, relied upon by **WHATCOM COUNTY** to meet the applicable minimum non-Federal share requirement as identified in section IV(A) above, **WHATCOM COUNTY** must include evidence of such procured cost amounts, including copies of paid invoices or receipts (or unpaid invoices if an advance of the Federal share is requested) as part of the payment request package submitted to NRCS.

VI. RESPONSIBILITIES

A. **ENTITY** Responsibilities:

1. **WHATCOM COUNTY** will acquire and hold agricultural land easements on eligible land with eligible landowners as identified in an individual Parcel Contract consistent with the requirements identified therein and consistent with the provisions of this PROGRAM AGREEMENT. **WHATCOM COUNTY** may conduct such activities pursuant to the 'Certified Eligible Entity' provisions of this PROGRAM AGREEMENT and associated Parcel Contracts, only if an eligible entity that is party to this PROGRAM AGREEMENT has been certified by NRCS and only for those Parcels on which such certified eligible entity is party to the individual Parcel Contract and **WHATCOM COUNTY** has designated in such Parcel Contract that the agricultural land easement will be acquired in accordance with the certified eligible entity provisions. **WHATCOM COUNTY** must be identified as a Grantee (holder) under the terms of the agricultural land easement deed.
2. An agricultural land easement deed may also include legal entities that are co-holders (identified as Grantees in the easement deed) or third-party right holders (not identified as Grantees in the easement deed). Exhibit 1 to this PROGRAM AGREEMENT specifies the requirements, limitations, roles, and responsibilities of co-holders or third-party right holders. **WHATCOM COUNTY** must list on exhibit 1 of this agreement the legal entities that may be identified as a co-holder or third-party right holder on any agricultural land easement deed that may be acquired pursuant to a Parcel Contract executed under this PROGRAM AGREEMENT. **WHATCOM COUNTY** must list the specific co-holders or third-party right holders for an individual Parcel on the individual Parcel Contract and obtain any required signatures from a sufficiently authorized representative of the legal entity as follows:

   i. All potential co-holders must be listed on and must sign Exhibit 1 to this PROGRAM AGREEMENT and any individual Parcel Contracts for Parcels on which the co-holder will be identified in the agricultural land easement deed. **WHATCOM COUNTY** will list the potential co-holders and obtain required signatures on Exhibit 1 of this agreement, at the time of execution of this PROGRAM AGREEMENT or through a subsequent amendment to this PROGRAM AGREEMENT to update Exhibit 1, prior to the execution of an individual Parcel Contract or modification thereto that identifies the listed co-holder.

   ii. **WHATCOM COUNTY** will list all potential third-party right holders on Exhibit 1, as known at the time of execution of this PROGRAM AGREEMENT. An amendment to this PROGRAM AGREEMENT to update Exhibit 1 is not required to list subsequently identified third-party right holders. All third-party right holders must be identified on the individual Parcel Contracts for Parcels on which the third-party right holder will be identified in the agricultural land easement deed. Third-party right holders may be required to sign Exhibit 1of this agreement or individual Program Contracts at **WHATCOM COUNTY** discretion.
3. **WHATCOM COUNTY** must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this PROGRAM AGREEMENT and any active Parcel Contracts executed pursuant to this PROGRAM AGREEMENT. These DUNS and SAM registration requirements also apply to all legal entities identified as co-holders (Grantees) in Exhibit 1 of this agreement.
4. The landowner is identified as the Grantor under the terms of the agricultural land easement deed. **WHATCOM COUNTY** must notify NRCS as soon as possible if there is a change in landownership after the individual Parcel Contract is executed and prior to closing on the easement. Changes to landownership prior to closing must be documented through the execution of a modification to the Parcel Contract. For a buy-protect-sell transaction, the Parcel Contract must identify as landowners the qualified farmer or rancher to whom ownership of the parcel is transferred as specified therein.
5. **WHATCOM COUNTY** must ensure that the agricultural land easements acquired with ACEP-ALE cost-share assistance provided by NRCS through a Parcel Contract and the agricultural land

easement deeds satisfy the requirements listed in items (i) through (x) below and in the applicable paragraph (6) or (7) below of this section (VI)(A):

i. Address all regulatory deed requirements identified at 7 CFR Part 1468.25(d);
ii. Address the disposition of the agricultural land easement and the Federal share in the event the agricultural land easement is ever extinguished, terminated, or condemned in whole or in part;
iii. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land and permitting the landowner the right to continued agricultural production and related uses, including where applicable, grazing uses and related conservation values, by restoring or conserving grassland;
iv. Run with the land in perpetuity or where State law prohibits or does not authorize a permanent easement, for the maximum duration allowed under State law;
v. Protect the agricultural use and future viability, and related conservation value of the Parcels by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protect grazing uses and related conservation values by restoring or conserving eligible land, including grasslands of special environmental significance;
vi. Provide for the effective administration, management, and enforcement of the agricultural land easement by **WHATCOM COUNTY** or its successors and assigns; and
vii. Permit effective enforcement of the conservation purposes of such easements;
viii. A highly erodible land (HEL) conservation plan is required pursuant to the terms of 7 CFR 1468.25(d)(9) for any portion of the Parcel that is highly erodible cropland.
ix. For ACEP-ALE-GSS enrollments: Protects the grasslands of special environmental significance as defined in 7 CFR 1468.3, by identifying in the baseline documentation report the grassland, habitat, species, sensitive natural resources or other GSS attributes identified on the Parcel;
x. Includes the required United States Right of Enforcement clause, as provided below:

Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide

advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

6. For Non-Certified Eligible Entities.—**WHATCOM COUNTY** is authorized to use its own terms and conditions in the agricultural land easement deeds so long as the agricultural land easement deed contains the "Minimum Terms for the Protection of Agricultural Use" (ALE Minimum Deed Terms). For ACEP-ALE-GSS enrollments, the grassland and GSS-specific options provided in the ALE Minimum Deed Terms addendum must be used. **WHATCOM COUNTY's** own terms and conditions in the deed may not alter or defeat the intent, purpose, or effective enforcement by the Parties of the ALE Minimum Deed Terms, ACEP, or the agricultural land easements acquired pursuant to this PROGRAM AGREEMENT.

   i. **WHATCOM COUNTY** has the following three options for ensuring the agricultural land easement deed for an individual Parcel contains the ALE Minimum Deed Terms and **WHATCOM COUNTY** must identify the selected option upon execution of an individual Parcel Contract. The selected option may be changed upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract, provided all provisions of this PROGRAM AGREEMENT and the Parcel Contract are met.

      a. Attach the ALE Minimum Deed Terms Addendum as an exhibit to the Agricultural Land Easement Deed.—Under this option, NRCS at the State level, may approve the individual agricultural land easement deed after verifying, prior to **WHATCOM COUNTY** requesting an advance of the Federal share or closing on an agricultural land easement, that **WHATCOM COUNTY** satisfies all of the following requirements:

         - The ALE Minimum Deed Terms addendum, using the version attached as an exhibit to the individual Parcel Contract, will be attached to the agricultural land easement deed at the time of closing and recordation in accordance with the 'Instructions for Appending' provided in the ALE Minimum Deed Terms addendum;
         - The terms of the ALE Minimum Deed Terms addendum are not modified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the ALE deed, baseline documentation report, Protected Property, and the Parties; and
         - The paragraph below, or equivalent paragraph contained in the version of the ALE Minimum Deed Terms addendum attached as an exhibit to an individual Parcel Contract, is inserted at the bottom of the agricultural land easement deed:

           This [INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT] is acquired with funds provided, in part, under the Agricultural Conservation Easement Program, (ACEP). The EXHIBIT ____ is attached hereto and incorporated herein by reference and will run with the land [SELECT ONE: in perpetuity OR for the maximum duration allowed under applicable State laws]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT_____ (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT_____ entitled "Minimum Terms For The Protection Of Agricultural Use" that is appended to and made a part of this easement deed.

      b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed.—Under this option, **WHATCOM COUNTY** must ensure the ALE Minimum Deed Terms, as stated in the ALE Minimum Deed Terms addendum are incorporated into the body of the agricultural land easement deed in accordance with

'Instructions for Incorporation' provided in the ALE Minimum Deed Terms addendum. The ALE Minimum Deed Terms may be formatted to select options where instructed, conform terms to deed formatting, complete terms with required information, and delete instructions to drafters. Each individual agricultural land easement deed submitted under this option must be reviewed and approved by NRCS National Headquarters (NHQ) and attached as an exhibit to the individual Parcel Contract prior to **WHATCOM COUNTY** requesting an advance of the Federal share or closing on an agricultural land easement.

c. Entity Agricultural Land Easement Deed Template Approved by NRCS.—Under this option, **WHATCOM COUNTY** may use an agricultural land easement deed template, the terms and conditions of which must address the ALE Minimum Deed Terms and be approved by NRCS NHQ prior to its use. The agricultural land easement template approved by NRCS NHQ must be attached as an exhibit to the individual Parcel Contract at the time of its execution or through subsequent modification thereto. Subsequent to the attachment of the NRCS NHQ-approved deed template as an exhibit to the individual Parcel Contract for which such template will be used, each individual agricultural land easement submitted under this option must be reviewed and approved by NRCS prior to **WHATCOM COUNTY** requesting an advance of the Federal share or prior to closing on an agricultural land easement. NRCS, at the State level, must verify, that the individual final agricultural land easement deed exactly matches the NRCS NHQ-approved template without any changes except in accordance with drafter's notes contained within the NRCS NHQ-approved template.

ii. **WHATCOM COUNTY** must provide to NRCS a copy of the agricultural land easement deed and all exhibits, including the legal description or survey, at least 90 days before the planned easement closing date.

7. For Certified Eligible Entities.—**WHATCOM COUNTY** is authorized to use its own terms and conditions for the agricultural land easement deed and is required to ensure and certify to NRCS as a condition of payment that the agricultural land easement meets the minimum conditions in section VI(A)(5) above. For standard ALE transactions, NRCS review of the agricultural land easement deed will not occur prior to payment or closing. If NRCS determines that an agricultural land easement deed fails to meet the minimum conditions in section VI(A)(5) above after **WHATCOM COUNTY** has acquired the agricultural land easement, then **WHATCOM COUNTY** must correct the agricultural land easement deed within 180 days of receiving written notice from NRCS. For buy-protect-sell transactions, each individual agricultural land easement deed must be reviewed and approved by NRCS NHQ and attached as an exhibit to the individual Parcel Contract prior to **WHATCOM COUNTY** closing on an agricultural land easement.
8. NRCS may require adjustments to the provisions identified in section VI(A)(5) above and require the addition of other provisions if NRCS determines that they are necessary to meet the purposes of ACEP and protect the conservation values of the Protected Property.
9. **WHATCOM COUNTY** must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements, and for buy-protect-sell transactions, to ensure the proper transfer of ownership of the parcel to the qualified farmer or rancher subject to the requirements set forth in this Program Agreement and in the terms of the individual Parcel Contract.
10. **WHATCOM COUNTY** must pay all costs of agricultural land easement acquisition and must operate and manage each agricultural land easement in accordance with its easement program, this PROGRAM AGREEMENT, the terms of the individual Parcel Contract, 16 U.S.C. Section 3865 et seq., and 7 CFR Part 1468. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by **WHATCOM COUNTY**.
11. NRCS will not be responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of **WHATCOM COUNTY** in connection with its acquisition or management of the agricultural land easements acquired pursuant to this PROGRAM AGREEMENT and associated, fully executed Parcel Contracts. This includes but is

not limited to acts and omissions of **WHATCOM COUNTY** agents, successors, assigns, employees, contractors, or lessees that result in violations of any laws and regulations that are now or that may in the future become applicable.

12. **WHATCOM COUNTY** must prepare a baseline documentation report documenting the condition of each Parcel as of the time the agricultural land easement is acquired and include a completed baseline documentation report in the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract. **WHATCOM COUNTY** must provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement, except for those easements being acquired under a standard ALE transaction by a certified eligible entity as identified in the individual Parcel Contract. The baseline documentation report must contain maps, full descriptions, and pictures of—

    i. the Parcel location;
    ii. existing structures and infrastructure, including barns, sheds, corrals, fences, ponds, watering facilities, and waste storage facilities;
    iii. land use, land cover and its condition, including crops and crop rotations or for grasslands, the condition of the grassland, pasture, range, hay or forest lands, and animal inventories;
    iv. any problem areas;
    v. any special features for which the Parcel is being protected, including, for ACEP-ALE-GSS enrollments, the grasslands of special environmental significance as designated in accordance with the definition in 7 CFR Part 1468.3, and the habitat, species, or sensitive natural resources that were the basis for such designation of the Parcel;
    vi. as applicable, irrigation rights and volume of irrigation water rights to be retained for the easement, and
    vii. for grasslands, any critical nesting habitat and the associated nesting seasons for grassland-dependent birds whose populations are in significant decline.

13. **WHATCOM COUNTY** must ensure completion of a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 for any portion of a Parcel that contains highly erodible cropland. The HEL conservation plan must be developed by NRCS or an NRCS-certified planner and approved by NRCS prior to closing. The development and maintenance of an agricultural land easement plan that includes a broad, comprehensive agricultural land easement plan, a grasslands management plan, or a forest land management plan, or any combination thereof, is not required unless agreed to by **WHATCOM COUNTY** as a condition of the selection of a Parcel for funding. The agricultural land easement is not required to be subject to an agricultural land easement plan with the exception that **WHATCOM COUNTY** must ensure that the agricultural land easement deed addresses compliance requirements associated with HEL conservation plans pursuant to 7 CFR Part 12. Agricultural land easement plans developed as required or agreed-to must be signed by the **WHATCOM COUNTY** and the Grantors prior to closing and a copy provided with the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract.

    For ACEP-ALE-GSS enrollments.—If **WHATCOM COUNTY** has agreed to develop and maintain a grasslands management plan, **WHATCOM COUNTY** must ensure such grasslands management plan describes the grassland resource, the management system and practices that conserve, protect, or enhance the viability of the grassland, and the habitat, species, or sensitive natural resources that were the basis of the designation of a Parcel as grasslands of special environmental significance, permissible and prohibited activities, and any associated restoration plan.

14. In acquiring agricultural land easements, **WHATCOM COUNTY** must ensure that the title to the lands or interests therein will be unencumbered or that outstanding or reserved interests are subordinated to the agricultural land easement.

    i. For Non-Certified Eligible Entities.—**WHATCOM COUNTY** and NRCS must review the title commitment to ensure there are no encumbrances that would allow uses of the property

that are not acceptable to **WHATCOM COUNTY** or NRCS. **WHATCOM COUNTY** must provide NRCS a copy of the title commitment, including a copy of documents to support each title exception, a summary of **WHATCOM COUNTY** title review findings, and any other requested documentation related to title at least 90 days before the planned easement closing date. **WHATCOM COUNTY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are not acceptable to **WHATCOM COUNTY** or NRCS. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations, and approved by NRCS and documented on Form NRCS-LTP-23, "Certificate of Use and Consent" (or successor form).

ii. For Certified Eligible Entities.—**WHATCOM COUNTY** must review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are inconsistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations. **WHATCOM COUNTY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are inconsistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations, and **WHATCOM COUNTY's** determination and basis of acceptability documented on a "Certificate of Use and Consent" (**WHATCOM COUNTY** may use Form NRCS-LTP-23) or substantively similar document. **WHATCOM COUNTY** must provide NRCS a copy of the title commitment including a copy of documents to support each title exception, a summary of **WHATCOM COUNTY** title review findings, and any other requested documentation related to title. **WHATCOM COUNTY** must provide this information to NRCS for standard ALE transactions at the time the payment request package is submitted and for buy-protect-sell transactions at least 90 days prior to the planned easement closing date.

15. **WHATCOM COUNTY** must secure proper title evidence and insurance using an American Land Title Association (ALTA) Owner's Policy with **WHATCOM COUNTY** listed as the insured on the policy and the policy issued for at least the full amount of the agricultural land easement purchase price.
16. **WHATCOM COUNTY** must obtain a determination of the fair market value of the agricultural land easement for each Parcel at its own cost using one of the methods set forth in 7 CFR Part 1468.24. Individual appraisals must be conducted by a State-certified general appraiser and must conform to the NRCS Appraisal Specifications provided as Exhibit 2 to this PROGRAM AGREEMENT and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (UASFLA). The effective date of the appraised value must no earlier than 6 months prior to the date the individual Parcel Contract is executed for the individual Parcel, or no earlier than 6 months prior to the date the individual Parcel Contract is modified to identify a substitute Parcel, and prior to the closing date of the agricultural land easement on the Parcel. Use of a fair market valuation methodology other than individual USPAP or UASFLA appraisals must be approved by NRCS in writing prior to the execution of a Parcel Contract or modification thereto for a Parcel that would rely upon such methodology.
17. **WHATCOM COUNTY** must provide the appraiser the NRCS appraisal specifications (Exhibit 2) and all of the items required to be provided by **WHATCOM COUNTY** as identified in the NRCS appraisal specifications. **WHATCOM COUNTY** must receive a separate appraisal report for each Parcel with an executed Parcel Contract. Under no circumstances may **WHATCOM COUNTY** allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.

i. For Non-certified Eligible Entities and for all Buy-Protect-Sell Transactions: **WHATCOM COUNTY** must provide NRCS a completed appraisal report at least 90 days before the planned closing of the agricultural land easement so that NRCS may conduct a technical review of the appraisal. **WHATCOM COUNTY** may not close the agricultural land easement until the technical reviewer approves the appraisal report.

ii. For Standard ALE Transactions under the Certified Eligible Entity provisions: The determination of fair market value of the agricultural land easement must meet NRCS specifications and the requirements of 7 CFR Part 1468, must be provided at the time the payment request package is submitted, and will not be reviewed by NRCS prior to payment or closing.

18. **WHATCOM COUNTY** may close on the agricultural land easement on a Parcel identified in the individual Parcel Contract, only after **WHATCOM COUNTY** has received the NRCS-signed Form NRCS-CPA-230, "Statement to Confirm Matching Funds," and except for standard ALE transactions with a certified eligible entity, only after **WHATCOM COUNTY** has been notified that NRCS has completed its reviews as identified in section VI(B) below and has received from NRCS the "NRCS Approval to Proceed with ALE Acquisition" letter. If **WHATCOM COUNTY** closes an agricultural land easement prior to the receipt of the required documents from NRCS, NRCS may decline to provide the Federal share for the agricultural land easement and may terminate the individual Parcel Contract. Due to Federal fiscal year-end accounting and reporting requirements, if possible, **WHATCOM COUNTY** should avoid closing on an agricultural land easement between the dates of August 15 and September 30 and must notify NRCS immediately of any agricultural land easements closed during this period.
19. **WHATCOM COUNTY** must provide NRCS a copy of the final recorded agricultural land easement deed and all exhibits, including the legal description or survey, a copy of the final policy of title insurance for the conveyance of the agricultural land easement, and any associated title clearance documents (e.g., recorded subordination agreements), within 30 days of easement recordation or request for reimbursement, whichever is sooner. For buy-protect sell transactions and as specified in the terms of the Parcel Contract, **WHATCOM COUNTY** must also provide required documents related to the transfer of ownership of the parcel to the qualified farmer or rancher, recorded evidence that **WHATCOM COUNTY** is a holder of the agricultural land easement, and for post-closing transfers, a copy of the title insurance policy issued for the sale of the parcel to the qualified farmer or rancher, and as requested by NRCS, any associated title documents for the period between the initial conveyance of the agricultural land easement and the completion of the buy-protect-sell transaction.
20. **WHATCOM COUNTY** may not use ACEP funds to acquire an easement on a property in which **WHATCOM COUNTY**'s employee or board member, with decision-making involvement in easement acquisition and management matters, has a property interest or whose immediate family member or household member has a property interest. **WHATCOM COUNTY** agrees to conduct itself in a manner so as to protect the integrity of the agricultural land easements it holds and avoid the appearance of impropriety or actual conflicts of interest in its acquisition and management of agricultural land easements.
21. **WHATCOM COUNTY** may not at any time, when **WHATCOM COUNTY** holds title to the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if **WHATCOM COUNTY** enters into an agreement with another entity to manage or monitor the agricultural land easement, and that entity seeks to acquire the underlying fee, **WHATCOM COUNTY** agrees to terminate immediately such agreement and arrange for an uninterested party to manage or monitor the Parcel. No individual eligible entity identified in Exhibit 1 to this PROGRAM AGREEMENT may at any time hold the agricultural land easement and the remaining fee interest in the Parcel.
22. **WHATCOM COUNTY** must implement easement enforcement procedures when a violation of the agricultural land easement is identified by or reported to **WHATCOM COUNTY**. **WHATCOM COUNTY** enforcement procedures resulting from a violation of an HEL

conservation plan may only be initiated after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR Part 12 and 7 CFR Part 614.

23. **WHATCOM COUNTY** must submit a list of all successfully closed easements on Parcels funded through individual Parcel Contracts associated with this PROGRAM AGREEMENT within 30 days of the closing date of the last Parcel.
24. At a minimum, **WHATCOM COUNTY** must monitor every agricultural land easement on an annual basis to ensure and document compliance with the easement deed provisions. Each year **WHATCOM COUNTY** must submit to NRCS the annual monitoring report for that year.
25. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR Part 1468 for the entire term of this agreement.
26. This paragraph and paragraphs 5, 10, 11, 12, 13, 19, 20, 21, 22, 23, 24, with the addition of paragraph 7 for certified eligible entities, of this section VI(A) will survive the closing of the agricultural land easement and the termination or expiration of this PROGRAM AGREEMENT.

B. NRCS Responsibilities:

1. The United States, by and through NRCS, will announce funding availability, application batching periods, publish ranking criteria, and select eligible applications for funding in accordance with published procedures.
2. NRCS will review Parcel applications submitted by **WHATCOM COUNTY,** determine eligibility, rank eligible applications, obtain and review a hazardous materials record search, conduct onsite visits, and obligate funds for individual Parcels selected for funding through the execution of individual Parcel Contracts. NRCS will prepare the individual Parcel Contract documents or modifications thereto, for review and execution by all required Parties.
3. NRCS will provide technical assistance to develop any required HEL conservation plans, and to the extent its resources allow, be available for consultation and review of any agricultural land easement plans developed by **WHATCOM COUNTY** and submitted to NRCS at least 90 days before the planned closing date of an individual Parcel.
4. After the required materials have been submitted by **WHATCOM COUNTY** and prior to closing on the agricultural land easement, NRCS will pursuant to the terms of this PROGRAM AGREEMENT and the individual Parcel Contract —

    i. For Noncertified Eligible Entities and for all Buy-Protect-Sell transactions (as designated in the individual Parcel Contract):
        a. Review the agricultural land easement deed and associated deed exhibits to ensure that they meet the requirements of this PROGRAM AGREEMENT and the individual Parcel Contract and provide **WHATCOM COUNTY** any approval instructions or items requiring resolution;
        b. Review the title documents submitted by **WHATCOM COUNTY**, provide the findings to **WHATCOM COUNTY** for information or remedy as necessary, and for noncertified eligible entities complete a Form NRCS-LTP-23, "Certificate of Use and Consent" (or successor form);
        c. Conduct a technical review of the appraisal submitted by **WHATCOM COUNTY** and provide the findings to **WHATCOM COUNTY** for information or resolution as necessary;
        d. Develop or review an HEL conservation plan on any highly erodible cropland and, if requested by **WHATCOM COUNTY** and as resources allow, review any agricultural land easement plans developed by **WHATCOM COUNTY** and identify any items for resolution to **WHATCOM COUNTY**;
        e. Review the draft baseline documentation report provided by **WHATCOM COUNTY** and notify **WHATCOM COUNTY** if additional information is needed;
        f. Review and provide notice of determination on any waiver requests submitted by **WHATCOM COUNTY** in accordance with ACEP regulations and policy;
        g. After NRCS reviews are completed and the materials are determined acceptable, provide **WHATCOM COUNTY** with an "NRCS Approval to Proceed with the ALE

Acquisition" letter and the NRCS-signed Form NRCS-CPA-230, "Statement to Confirm Matching Funds"; and

h. For pre-closing transfer buy-protect-sell transactions: Review the information submitted by **WHATCOM COUNTY** related to the transfer of ownership of the parcel to the qualified farmer or rancher and provide findings to **WHATCOM COUNTY** documenting compliance or requiring remedy.

ii. For Standard ALE Transactions under the Certified Eligible Entity provisions (as designated in the individual Parcel Contract), NRCS will review and provide **WHATCOM COUNTY** with the NRCS-signed Form NRCS-CPA-230.

5. If **WHATCOM COUNTY** requests an advance payment of the Federal share (available for standard ALE transactions only), NRCS will provide **WHATCOM COUNTY** a copy of the "NRCS Closing Agent Requirements" to be signed and returned to NRCS.
6. Prior to NRCS disbursement of funds, the NRCS State Conservationist will verify that **WHATCOM COUNTY** has provided all documentation, certifications, and information required by sections IV, V, and VI(A) above and as identified in the individual Parcel Contract. Additionally, for noncertified eligible entity transactions and for all buy-protect-sell transactions, NRCS will conduct an internal review of the payment request package in accordance with the terms of this PROGRAM AGREEMENT and the individual Parcel Contract and NRCS easement acquisition internal controls policy.
7. NRCS will certify payment and disburse funds, for Parcels with a valid, executed Parcel Contract when **WHATCOM COUNTY** has submitted all required documents and requested payment prior to the expiration date of the individual Parcel Contract and consistent with the requirements of this PROGRAM AGREEMENT and the terms of the Parcel Contract.
8. NRCS will review the annual monitoring reports provided by **WHATCOM COUNTY** to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by **WHATCOM COUNTY**
9. For Certified Eligible Entities:

   i. For standard ALE transactions, NRCS will conduct annual quality assurance reviews on at least 15 percent of the completed agricultural land easement transactions submitted for payment each fiscal year. NRCS will review the agricultural land easement deed, title clearance and final policy of title insurance, appraisal, and the baseline documentation report for every Parcel selected for quality assurance review to determine whether the agricultural land easement is valid and compliant with the terms of this PROGRAM AGREEMENT. NRCS will notify **WHATCOM COUNTY** of deficiencies in writing and provide **WHATCOM COUNTY** a specified period of time to correct the deficiencies. If deficiencies are not corrected to NRCS satisfaction, NRCS may pursue remedies including but not limited to the return of cost-share funds, decertification of **WHATCOM COUNTY**, termination of remaining Parcel Contracts, or termination of the PROGRAM AGREEMENT.

   ii. NRCS will assess **WHATCOM COUNTY** certification status pursuant to 7 CFR Section 1468.26 and the terms and conditions of this PROGRAM AGREEMENT. If during the quality assurance review or at any other time, NRCS finds that **WHATCOM COUNTY** no longer meets the criteria in 7 CFR Section 1468.26 and this PROGRAM AGREEMENT, NRCS will send written notice of proposed decertification, a list of outstanding deficiencies, and required remedies. **WHATCOM COUNTY** will be provided a specified period of time, at a minimum 180 days unless a shorter timeframe is agreed to by the Parties, to correct the deficiencies. **WHATCOM COUNTY** may contest the notice of decertification in writing to the Chief of NRCS within 20 calendar days of receipt of the notice of proposed decertification. The Chief will make a final determination and send formal notice to **WHATCOM COUNTY**. NRCS may also determine if any further administrative action is necessary, including whether suspension and debarment action under 7 CFR Part 1407 should be initiated.

10. For all buy-protect-sell transactions: NRCS will determine and document whether the buy-protect-sell transaction, which includes both the acquisition of the agricultural land easement and

NRCS Representative Initial RCAK

Entity Representative Initial SS

the transfer of ownership of the parcel to the qualified farmer or rancher, has been completed in compliance with all applicable requirements as set forth in the terms of this PROGRAM AGREEMENT and the individual Parcel Contract. NRCS will notify **WHATCOM COUNTY** of its findings including any corrective actions needed. NRCS will provide notice of the buy-protect-sell transaction final compliance and completion determination to **WHATCOM COUNTY** in writing.

VII. PUBLIC INFORMATION

A. **WHATCOM COUNTY** agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired under the framework of this PROGRAM AGREEMENT and to provide draft copies of such information to the NRCS State office for review and comment before public release.

B. **WHATCOM COUNTY** agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under section 1244 of the Food Security Act of 1985 (16 U.S.C. Section 3844) and section 1619 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. Section 8791).

VIII. GENERAL PROVISIONS

A. It is the intent of NRCS to fulfill its responsibilities under this PROGRAM AGREEMENT and specific obligations made in any individual ACEP-ALE Parcel Cost-Share Contracts entered into pursuant to this PROGRAM AGREEMENT. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS is unable to fulfill its responsibilities under this PROGRAM AGREEMENT or specific obligations made in any associated, valid Parcel Contracts because of the unavailability of funds, the affected Parcel Contracts will automatically terminate, and this PROGRAM AGREEMENT may also be terminated.

B. No assignment, in whole or in part, will be made of any right or obligation under this PROGRAM AGREEMENT without the joint approval of both NRCS and **WHATCOM COUNTY**. Nothing herein will preclude NRCS or **WHATCOM COUNTY** from entering into other mutually acceptable arrangements or agreements, except as identified in section VI(A)(20) and (21) of this PROGRAM AGREEMENT. Such documents must be in writing, must reference this PROGRAM AGREEMENT, and must be maintained as part of the official PROGRAM AGREEMENT file.

C. This PROGRAM AGREEMENT may only be amended or modified by written amendment signed by the authorized officials of the NRCS and **WHATCOM COUNTY**.

D. **WHATCOM COUNTY** agrees to give the NRCS, the Office of the Inspector General, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this PROGRAM AGREEMENT or any individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT. **WHATCOM COUNTY** agrees to retain all records related to this PROGRAM AGREEMENT or associated Parcel Contracts, as applicable, for a period of three years after completion of the terms of this PROGRAM AGREEMENT, in accordance with the applicable Office of Management and Budget circular.

E. NRCS may terminate this PROGRAM AGREEMENT if NRCS determines that **WHATCOM COUNTY** has failed to comply with the provisions of this PROGRAM AGREEMENT or if it determines that it is in the best interests of the Federal Government to terminate.

F. If any recipient of Federal funds through the Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT fails to comply with the terms and conditions of this PROGRAM AGREEMENT or such Parcel Contracts, NRCS reserves the right to wholly or partially recapture funds provided under such Parcel Contracts in accordance with applicable regulations.

G. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions (7 CFR Part 1407, as applicable)

1. By executing this PROGRAM AGREEMENT, **WHATCOM COUNTY** certifies that, to the best of **WHATCOM COUNTY**'s knowledge and belief, **WHATCOM COUNTY** and his or her principals—
   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
   ii. Have not had, within the 3-year period preceding this PROGRAM AGREEMENT, a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses set forth above in paragraph G(1)(ii) of this certification; and
   iv. Have not within the 3-year period preceding this PROGRAM AGREEMENT had one or more public contracts (Federal, State, or local) terminated for cause or default.
2. If **WHATCOM COUNTY** is unable to certify to any of the statements set forth in section VIII(G)(1) above, **WHATCOM COUNTY** must attach an explanation to this PROGRAM AGREEMENT. **WHATCOM COUNTY** must notify NRCS immediately if the circumstances supporting certification of any of such statements change or **WHATCOM COUNTY** may incur additional liability or penalties in accordance with applicable law.

H. Misrepresentation and Scheme or Device
1. An **WHATCOM COUNTY** who is determined to have erroneously represented any fact affecting a determination with respect to this PROGRAM AGREEMENT or any individual ACEP-ALE Parcel Cost-Share Contract executed pursuant to this PROGRAM AGREEMENT and the regulations applicable to such PROGRAM AGREEMENT or associated Parcel Contract, adopted any scheme or device which tends to defeat the purposes of this PROGRAM AGREEMENT or associated Parcel Contract, or made any fraudulent representation with respect to this PROGRAM AGREEMENT or associated Parcel Contract, will not be entitled to payments or any other benefits made under any individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT. **WHATCOM COUNTY** must refund to NRCS all payment received under affected Parcel Contracts executed pursuant to this PROGRAM AGREEMENT. In addition, NRCS may terminate **WHATCOM COUNTY**'s interest in all Parcel Contracts.
2. NRCS will charge interest on monies it determines to be due and owing to NRCS under this PROGRAM AGREEMENT or associated Parcel Contracts. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the *Federal Register* by the United States Department of the Treasury.
3. The provisions of this section VIII(H) above will be applicable in addition to any other criminal and civil fraud statutes.

XII. ATTACHMENTS and EXHIBITS

Exhibit 1 – Signature Page with List of Eligible Entities, and Potential Co-Holders and Third-Party Right Holders

Exhibit 2 – Appraisal – NRCS Specifications and Scope of Work for Appraisals of Real Property for ACEP-ALE

Exhibit 3 Sample "ACEP-ALE Parcel Cost-Share Contract" for individual Parcel acquisition under a Standard ALE Transaction including:
a. Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract"
b. Form NRCS-CPA-1265-Appendix, "Appendix to the ACEP-ALE Parcel Cost-Share Contract for Standard ALE transactions"
c. Form NRCS-CPA-1266, "Schedule of Acquisition for Easements"

NRCS Representative Initial _____

Entity Representative Initial _____

d. Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements"
e. Form NRCS-CPA-230E, "Statement to Confirm Matching Funds for General ALE"
f. Form NRCS-CPA-230F, "Statement to Confirm Matching Funds for ACEP-ALE-GSS"
g. Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Acquisition of Easements"

Exhibit 4 – Optional Attachments providing additional Agreement Provisions (e.g., Parameters for Substitutions, Minimum Deed Terms Addendum, or NRCS NHQ-Approved Template Deed)

IDENTIFICATION AND SIGNATURE PAGE
For
ALL ACEP-ALE PROGRAM AGREEMENT PARTIES: ELIGIBLE ENTITIES and NRCS
and Possible
EASEMENT CO-HOLDERS AND THIRD-PARTY RIGHT HOLDERS

This exhibit defines the roles and identifies the legal entities that may be party to or identified on any individual "ACEP-ALE parcel cost-share contract" (Parcel Contract) that may be entered into pursuant to this "ACEP-ALE Program Agreement" (Program Agreement). At a minimum, this exhibit and any amendments thereto must be executed as required by an appropriately authorized representative of each legal entity identified as an "eligible entity" or a "co-holder." Each Parcel Contract associated with this Program Agreement may only identify and be executed by eligible entities or co-holders that are identified on this exhibit and have executed this Program Agreement. The eligible entity and NRCS may agree to attach additional pages to this exhibit to identify additional legal entities or to further define and clarify the roles of the legal entities identified on this exhibit to the extent the further definitions and clarifications do not conflict with the provisions of the Program Agreement including all exhibits and attachments, or the terms and conditions of the individual Parcel Contracts.

Section 1:

ELIGIBLE ENTITY:

- Is considered a participant in ACEP-ALE, and therefore must meet the ACEP-ALE entity eligibility requirements as an independent[1/] or dependent[2/] eligible entity, as defined in this exhibit. At least one independent eligible entity must be identified on this exhibit.
- Must provide information to the Farm Service Agency (FSA) for entry into the Service Center Information Management System (SCIMS), or successor tool.
- All eligible entities identified in this exhibit, must have a DUNS number[3/] and be registered in SAM[4/]
- Through execution of this exhibit, eligible entities identified in this section are considered party to the ACEP-ALE Program Agreement.
- Only, eligible entities identified in this section may be party to and execute an individual Parcel Contract entered into pursuant to this Program Agreement as described below:
  - "Independent" Eligible Entities.—At least one independent eligible entity that is party to this Program Agreement must be party to and execute any Parcel Contract associated with this Program Agreement.
  - "Dependent" Eligible Entities.—Any dependent eligible entities that are party to this Program Agreement may also be party to and execute any individual Parcel Contract to which an independent eligible entity is also a party.
- Each eligible entity that is party to an individual Parcel Contract associated with this Program Agreement—
  - Must be identified as a holder (grantee) of the conservation easement deed funded through the individual Parcel Contract.
  - May receive payment of ACEP-ALE cost-share assistance provided by NRCS as the Federal share.
- This Program Agreement may be amended to identify new eligible entities but may not be amended to remove eligible entities.

ELIGIBLE ENTITY NAME	DUNS NUMBER	CHECK ONLY ONE		AUTHORIZED REPRESENTATIVE	
		INDEPENDENT ELIGIBLE ENTITY[1/]:	DEPENDENT ELIGIBLE ENTITY [2/]:	WRITTEN NAME and POSITION	SIGNATURE
Whatcom County	60044641	☑	☐	Satpal Singh Sidhu County Executive	Satpal Sidhu
		☐	☐		Approved as to Form: /s/ Royce Buckingham Senior Civil Deputy
		☐	☐		Prosecuting Attorney
		☐	☐		

Section 2:

CO-HOLDER:

- Is any legal entity identified as a co-holder (grantee) on an individual conservation easement deed that will be held by an eligible entity that is party to this Program Agreement and identified in section 1 above.
- Is not considered a participant in ACEP-ALE, and therefore is not required to meet the ACEP-ALE entity eligibility requirements.
- May **not** receive a direct payment of ACEP-ALE cost-share assistance from NRCS, however is considered a beneficiary of those Federal funds, and therefore must have a DUNS number[3/] and be registered in SAM[4/].
- Must provide information to the FSA for entry into the SCIMS, or successor tool.
- This exhibit, or amendments thereto, must identify all legal entities that may serve as a co-holder and must be executed by a sufficiently authorized representative each legal entity.
- Through execution of this exhibit, or amendments thereto, co-holders acknowledge the terms and conditions of this Program Agreement.
- Any co-holder identified in this section may be identified on and signatory to an individual Parcel Contract associated with this Program Agreement.
- Each co-holder identified on an individual Parcel Contract:
  - Must be identified as a grantee (co-holder) of the conservation easement deed funded through the individual Parcel Contract.
  - Must have a sufficiently authorized representative sign the individual Parcel Contract on which that co-holder is identified.
- This Program Agreement must be amended to add any co-holders identified after the execution of this Program Agreement and prior to the execution of any associated individual Parcel Contracts on which that co-holder is identified.

CO-HOLDER ENTITY NAME	DUNS NUMBER	CHECK ALL THAT MAY APPLY [5/]						SIGNATURE OF AUTHORIZED REPRESENTATIVE
		Acquisition	Enforcement	Monitoring	Funding	Third Party[6/]	Other	
Whatcom Land Trust	965690506	✔	✔	✔				

Section 3:

THIRD-PARTY RIGHT HOLDER:

- Is any legal entity identified as a third-party right holder (**not** a grantee) on an individual conservation easement deed that will be held by an eligible entity that is party to this Program Agreement and identified in section 1 above.
- Is not considered a participant in ACEP-ALE, and therefore is not required to meet the ACEP-ALE entity eligibility requirements.
- May not receive a direct payment of ACEP-ALE cost-share assistance from NRCS, is **not** considered a beneficiary of those Federal funds, and therefore is **not** required to have a DUNS number[3/] and be registered in SAM[4/].
- This exhibit must identify all legal entities that may serve as a third-party right holder as known at the time of execution of this Program Agreement.
- The eligible entity may elect to require third-party right holders to sign this exhibit, or amendments thereto, acknowledging they have received a copy of the terms of the Program Agreement.
- Any legal entity identified as a third-party right holder on this exhibit may be identified on an individual Parcel Contract associated with this Program Agreement.
- Each third-party right holder (including those not identified in this exhibit) that will be identified in the conservation easement deed funded through the individual Parcel Contract:
  - Must **not** be identified as a grantee (co-holder) on the conservation easement deed.
  - Must be identified on the conservation easement deed as a holder of a third-party right.

- Must be identified on the individual Parcel Contract for that Parcel.
- Is not required to sign any Parcel Contracts associated with this Program Agreement unless required by the eligible entity.

- An amendment to this Program Agreement is **not** required to add third-party right holders identified after the execution or amendment of this Program Agreement, however all third-party right holders must be identified on the individual Parcel Contracts for the parcels on which the third-party right holder will be identified in the conservation easement deed.

THIRD-PARTY RIGHT HOLDER ENTITY NAME	DUNS NUMBER (Optional)	CHECK ALL THAT MAY APPLY [5/]					SIGNATURE OF AUTHORIZED REPRESENTATIVE (Optional)
		Acquisition	Enforcement	Monitoring	Funding	Other	
Washington Recreation & Conservation Office	088405852	☐	☐	☐	☑	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	

Section 4: Definitions and Requirements

[1/] An INDEPENDENT ELIGIBLE ENTITY means an entity that NRCS has determined meets all ACEP-ALE statutory, regulatory, and policy requirements of an eligible entity, including but not limited to the following:

Statutory Requirements (see 16 U.S.C. Sec. 3865a(2)):

The term "eligible entity" means—

(A) an agency of State or local government or an Indian Tribe (including a farmland protection board or land resource council established under State law); or

(B) an organization that is—

(i) organized for, and at all times since the formation of the organization has been operated principally for, one or more of the conservation purposes specified in clause (i), (ii), (iii), or (iv) of section 170(h)(4)(A) of title 26;

(ii) an organization described in section 501(c)(3) of title 26 that is exempt from taxation under section 501(a) of title 26; or

(iii) described in—

(I) paragraph (1) or (2) of section 509(a) of title 26; or

(II) section 509(a)(3) of title 26 and is controlled by an organization described in section 509(a)(2) of title 26.

Regulatory Requirements (see 7 CFR Sec. 1468.3 and 7 CFR Sec. 1468.20):

Section 1468.3

Eligible entity means an Indian Tribe, State government, local government, or a nongovernmental organization that has a farmland or grassland protection program that purchases agricultural land easements for the purposes of protecting—

(1) The agricultural use and future viability, and related conservation values, of eligible land by limiting non-agricultural uses of that land that negatively affect the agricultural uses and conservation values, or

(2) Grazing uses and related conservation values by restoring and conserving eligible land.

Section 1468.20(b)

In addition, eligible entities interested in receiving ACEP–ALE funds must provide NRCS sufficient evidence of—

(i) A commitment to long-term conservation of agricultural lands;

(ii) A capability to acquire, manage, and enforce easements;

(iii) Sufficient number of staff dedicated to monitoring and easement stewardship; and

(iv) The estimated easement and related costs and the anticipated sources of funding sufficient to meet the non-Federal share requirements for each parcel.

(v) For individual parcels on which the eligible entity's own cash resources will comprise less than 10 percent of the fair market value of the agricultural land easement for payment of easement compensation to the landowner, the eligible entity must provide NRCS specific evidence of funding available to manage, monitor, and enforce the easement.

[2/] A DEPENDENT ELIGIBLE ENTITY means an entity that NRCS has determined meets all of the ACEP-ALE statutory requirements of an eligible entity but may not meet one or more of the regulatory or policy requirements at the time the Program Agreement is executed. A dependent eligible entity may only be party to a Program Agreement and any associated individual Parcel Contracts to which an independent eligible entity is also party.

[3/] All eligible entities and co-holders must provide and maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS).

[4/] All eligible entities and co-holders must meet the central contractor registration requirements through the System for Award Management (SAM) or successor registry. Registration in SAM must be maintained for the duration of the Program Agreement and any associated individual Parcel Contracts. Eligible entities and co-holders must renew their SAM registration annually and must not allow their registration to lapse or expire prior to renewal.

[5/] A co-holder or third-party right holder may assist in the performance of the identified functions; however, the eligible entity retains primary responsibility for all functions related to compliance with the terms and conditions of the Program Agreement and associated Parcel Contract, as well as the acquisition, monitoring, and enforcement of each agricultural land easement acquired pursuant to such Parcel Contracts.

[6/] A legal entity identified in section 2 above as a co-holder, may also identify in section 2 above that they may be a third-party holder for some easement transactions, and such legal entity does not also have to be identified in section 3 above. The role of that legal entity as either a co-holder or a third-party holder will be specified on the individual Parcel Contract for the acquisition of the agricultural land easement on the identified parcel.

NRCS Approving Official Signature	
NRCS State Conservationist Signature	Date
Roylene Comstock-Wright	4/19/2022

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-499

File ID:	AB2022-499	**Version:**	1	**Status:**	Agenda Ready
File Created:	09/06/2022	**Entered by:**	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	**File Type:**	Contract		
Assigned to:	Council Finance and Administrative Services Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

Primary Contact Email: rsnijder@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement with the US Department of Agriculture Natural Resource Conservation Service to secure matching funds for the Vander Veen Agricultural Conservation Easement through the Conservation Easement Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please see attached memo for full summary.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Contract

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

Mark Personius, AICP
Director

Memorandum

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

THROUGH: Steve Roberge, Assistant Director, PDS

FROM: Becky Snijder van Wissenkerke, CEP Administrator

DATE: September 6, 2022

SUBJECT: Request approval to sign agreement with USDA NRCS in order to secure matching funds for the Vander Veen Agricultural Conservation Easement through the Conservation Easement Program.

Whatcom County Conservation Easement Program staff applied to the USDA NRCS Agricultural Conservation Easement Program for several Conservation Easement Program applications. The Vander Veen application has been awarded matching funds to contribute towards the purchase of an agricultural conservation easement on the Vander Veen property.

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

Request Summary
Conservation Easement Program Staff request approval for the Executive to sign the Parcel Contract Agreement for project number 5505462201X7J (Vander Veen Agricultural Conservation Easement) to receive matching funds to support acquisition of an agricultural conservation easement on the Vander Veen property. This request is to secure funding from USDA.

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	PDS
Division/Program: *(i.e. Dept. Division and Program)*	Conservation Easement Program/2670/267000 CEP
Contract or Grant Administrator:	Becky Snijder van Wissenkerke
Contractor's / Agency Name:	USDA NRCS

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): 5505462201X7J CFDA#: 10.931 ACEP

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: 17550

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):
$ 150,000.00

This Amendment Amount:
$

Total Amended Amount:
$

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

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

Summary of Scope:

Request approval to sign agreement with USDA NRCS in order to secure matching funds for the Vander Veen Agricultural Conservation Easement through the Conservation Easement Program.

Term of Contract:	Expiration Date: 3/31/2025

Contract Routing:

1. Prepared by: BLS Date: 9/6/22
2. Attorney signoff: R Buckingham Date: 9/6/22
3. AS Finance reviewed: M Caldwell Date: 9/6/22
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Last edited 07/06/20

Clear Form

Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) PARCEL COST-SHARE CONTRACT

Lead ELIGIBLE ENTITY (Participant): Whatcom County	**ACEP-ALE Program Agreement Number:** 55054622PA053
State: Washington	**Parcel Contract Number:** 5505462201X7J

This parcel contract is effective on the date signed by the Natural Resources Conservation Service (NRCS) obligating official and extends through **March 31,** 2025 **[ENTER YEAR that is 3 fiscal years after the date signed by NRCS]**, or to March 31 of a subsequent fiscal year in accordance with the terms of the above-reference ACEP-ALE program agreement and as agreed to by all parties through the execution of a valid modification to this parcel contract as described herein.

1. The undersigned eligible entities (participants) enter into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract) with the Natural Resources Conservation Service (NRCS) to acquire an agricultural land easement, as set forth in the above-referenced ACEP-ALE Program Agreement on the Parcel identified in the documents that comprise this Parcel Contract, including the proposed Parcel boundary map. The term "Parties" as used herein refers collectively to NRCS and the undersigned participants.

2. This Parcel Contract is comprised of this Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract," and the Form NRCS-CPA-1265-Appendix and the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements," which are hereby fully incorporated into this document and are binding upon the participants. The Form NRCS-CPA-1266 may be modified through the execution of Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," by both NRCS and the participant and becomes a part of the Parcel Contract when the parties have agreed to and signed Form NRCS-CPA-1267.

3. NRCS issuance of payment of the Federal share to the participants in the amount identified on Form NRCS-CPA-1266, or approved modifications thereto on Form NRCS-CPA-1267, will be based on a determination by NRCS that the participants have satisfied the terms and conditions of this Parcel Contract and above-referenced Program Agreement.

4. The participants agree to—

   A) Identify on this Form NRCS-CPA-1265, all eligible entities (participants) under this Parcel Contract, and to identify one of the listed eligible entities as a "Lead Eligible Entity" to serve as the primary point of contact to NRCS for the purposes of administering this Parcel Contract and whose signature is required on all forms associated with this Parcel Contract.

   B) Identify on this Form NRCS-CPA-1265, the other eligible entities (participants) whose signatures are required on the Form NRCS-CPA-1266, and any associated modification thereto on Form NRCS-CPA-1267, and the on the submission of Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Acquisition of Easements," to request payment of the Federal share associated with this Parcel Contract.

   C) Obtain all required signatures on the Parcel Contract documents as identified on this Form NRCS-CPA-1265 and Form NRCS-CPA-1265-Appendix.

   D) Comply with the terms and conditions of this Parcel Contract and the above-referenced ACEP-ALE Program Agreement, including providing to NRCS all required items identified therein.

5. PARCEL CONTRACT PARTICIPANTS
(May only be an Eligible Entity that is Party to the ACEP-ALE Program Agreement to which this Parcel Contract is associated; Payment Shares identified below must total 100 percent)

A) Lead ELIGIBLE ENTITY (Participant)

Lead Eligible Entity Name Whatcom County	**TAX ID** 91-6001383	
	DUNS 06-0044641	
Eligible Entity Address, Telephone, e-mail 5280 Northwest Dr. Bellingham, WA 98226 (360) 778-5956 / rsnijder@whatcomcounty.us	**Payment Shares** *(enter percent)*	100 %
Signature of Authorized Representative		**Date**

ACEP-ALE PARCEL COST-SHARE CONTRACT

B) Additional ELIGIBLE ENTITIES (Participants)

(Attach additional pages as needed)

Eligible Entity Name Whatcom Land Trust			**TAX ID** 91-1246994 **DUNS** 96-5690506		
Eligible Entity Address, Telephone, e-mail 412 N Commercial St. Bellingham, WA 98225 (360) 650-9470 / Gabe@whatcomlandtrust.org			**Payment Shares** ***(enter percent)***		**%**
Signature of Authorized Representative				**Date**	
Signature required for modifications (Form NRCS-CPA-1267) (*NOTE: This delegation is not applicable for change in payment shares made on the Form NRCS-CPA-1267)*	**Yes**	**No**	**Signature required for payment requests (Form NRCS-CPA-1268)**	**Yes**	**No**

Eligible Entity Name			**TAX ID** **DUNS**		
Eligible Entity Address, Telephone, e-mail			**Payment Shares** ***(enter percent)***		**%**
Signature of Authorized Representative				**Date**	
Signature required for modifications (Form NRCS-CPA-1267) (*NOTE: This delegation is not applicable for change in payment shares made on the Form NRCS-CPA-1267)*	**Yes**	**No**	**Signature required for payment requests (Form NRCS-CPA-1268)**	**Yes**	**No**

6. NRCS APPROVING OFFICIAL

NRCS State Conservationist Signature	**Date:**

ACEP-ALE PARCEL COST-SHARE CONTRACT

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal. This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

U.S. Department of Agriculture
Natural Resources Conservation Service (NRCS)
On behalf of the
Commodity Credit Corporation (CCC)

Agricultural Conservation Easement Program –
Agricultural Land Easements (ACEP-ALE)

Appendix to Form NRCS-CPA-1265
ACEP-ALE Parcel Cost-Share Contract

Pursuant to the terms of ACEP-ALE PROGRAM AGREEMENT 55054622PA053 the terms of which are incorporated by reference into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract), the Commodity Credit Corporation (CCC) by and through the Natural Resources Conservation Service (NRCS) and Whatcom County

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(hereinafter, whether singular or plural, **ENTITY**) enter this Parcel Contract to provide funds for the acquisition of an agricultural land easement by **ENTITY** on the NRCS-approved Parcel (Parcel) identified on Form NRCS-CPA-1266, "Schedule of Acquisition for Easements," or any modification thereto on Form NRCS-CPA-1267, "Modifications of the Schedule of Acquisition for Easements." Each eligible entity identified on Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract," and in this appendix, must be identified as an **ENTITY** in the PROGRAM AGREEMENT, must be signatory to both the PROGRAM AGREEMENT and this Parcel Contract, must be a holder of the agricultural land easement deed, and is considered a participant in ACEP-ALE.

1. DEFINITIONS

The following definitions are applicable to the Parcel Contract and the associated PROGRAM AGREEMENT. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the PROGRAM AGREEMENT or the regulations governing ACEP at 7 CFR Section 1468.3.

1. Participant.—Is defined as an eligible entity who has entered into this Parcel Contract and is party to and responsible for implementing the terms and conditions of such Parcel Contract and associated PROGRAM AGREEMENT and who may receive payment of the ACEP-ALE cost-share assistance funds provided by NRCS as the Federal share.
2. Lead Eligible Entity.—As designated on the Form NRCS-CPA-1265, is one of the above-listed eligible entities who will serve as the primary point of contact to NRCS for the administration of this Parcel Contract; the lead eligible entity may serve as the primary signatory for executing specific documents associated with this Parcel Contract in accordance with designations made on the Form NRCS-CPA-1265.
3. Co-holder.—Is a legal entity that is identified in and signatory to the PROGRAM AGREEMENT and this Parcel Contract and will be identified as a co-holder (grantee)

on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.

4. Third-party Right Holder.—Is a legal entity identified in this Parcel Contract and that will be identified as a holder of a third-party right or other interest (not a grantee) on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.
5. Landowner.—Is a person, legal entity, or Indian Tribe, having current legal ownership of eligible land and those who may be buying eligible land under a purchase agreement and as further specified in 7 CFR Section 1468.3.

2. PROGRAM ELIGIBILITY REQUIREMENTS

A. NRCS is responsible to complete eligibility determinations for the land, landowner, and **ENTITY**. To remain in compliance with the terms of this Parcel Contract, **ENTITY** must provide NRCS sufficient and timely access, information, and documentation to complete these determinations.

B. **ENTITY** acknowledges that NRCS requires all current landowners of record, including required members of landowner-legal entities to:
   i. Complete and file Form AD-1026, "Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification," or any successor form, and meet the requirements set forth therein, in accordance with title XII of the Food Security Act of 1985, as amended.
   ii. Meet the requirements of, complete, and file Form CCC-941, "Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information," or any successor form.
   iii. Complete and file Form CCC-901, "Member's Information," or its equivalent, if the landowner is a business classified as a legal entity or joint operation by USDA under 7 CFR Part 1400.
   iv. Maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400.

C. **ENTITY** and co-holders identified in this Parcel Contract, must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Parcel Contract.

3. ACEP-ALE PARCEL COST-SHARE CONTRACT

A. The term "Parcel Contract," as used in this appendix, means the program documents, including Form NRCS-CPA-1265, this NRCS-CPA-1265-Appendix, the associated Form NRCS-CPA-1266, and as applicable any Form NRCS-CPA-1267. Such Parcel Contract sets forth the terms and conditions additional to the associated PROGRAM AGREEMENT for the acquisition of an agricultural land easement on an individual Parcel and receipt of ACEP-ALE cost-share assistance for such acquisition.

B. Execution of the Parcel Contract represents agreement by **ENTITY** to acquire an agricultural land easement on the identified Parcel or an agreed-to substitute Parcel under the terms specified in this Parcel Contract and the associated PROGRAM AGREEMENT.

C. This Parcel Contract must be executed by an authorized representative of **ENTITY,** NRCS, and all identified co-holders.

4. AGREEMENT

ENTITY agrees to—

1. Comply with all terms and conditions, complete all activities, and submit all required documents to NRCS in accordance with the timelines outlined in this Parcel Contract and the associated PROGRAM AGREEMENT.
2. Provide NRCS the information necessary to complete the Form NRCS-CPA-1266 and as applicable, any modifications or changes thereto, on the Form NRCS-CPA-1267.
3. Notify NRCS as soon as possible, generally within 60 days, of any changes in landownership, provide NRCS the most current evidence of ownership documentation, and execute a modification on Form NRCS-CPA-1267 as needed to reflect the updated current ownership.
4. Share responsibility for ensuring the information on Form NRCS-CPA-1266 and modifications thereto on Form NRCS-CPA-1267 is accurate and complete. NRCS may be prohibited from providing ACEP-ALE cost-share assistance if it is determined that the Parcel Contract information is not accurately reflected at the time of Parcel Contract execution and changes necessary to reflect the correct information are outside of the scope of the original Parcel Contract.
5. Not undertake any action on the Parcel which tends to defeat the purposes of this Parcel Contract, as determined by NRCS.
6. Allow NRCS representative or their agent access to the land under Parcel Contract for the purposes of conducting onsite visits needed to determine eligibility, conduct pre-acquisition due diligence activities, or complete any required planning activities.
7. Supply records and information, as required by NRCS, to determine compliance with the Parcel Contract and requirements of the program within 30 days of request.
8. Designate on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, based on the status of the eligible entities that are party to this individual Parcel Contract, whether **ENTITY** will acquire the agricultural land easement subject to the "noncertified eligible entity" provisions or "certified eligible entity" provisions set forth in the PROGRAM AGREEMENT and this Parcel Contract. **ENTITY** may only elect to operate under the certified eligible entity provisions, if an eligible entity that is party to this Parcel Contract and the associated PROGRAM AGREEMENT has been certified by NRCS based on the certification requirements in 7 CFR 1468.26.
9. The agricultural land easement deed for the Parcel identified in this Parcel Contract must satisfy the requirements as described in section VI(A)(5), and the applicable paragraph VI(A)(6) for noncertified eligible entities or VI(A)(7) for certified eligible entities. **ENTITY** must identify the selected option to be used to address such deed requirements on Form NRCS-CPA-1266, or modification thereto using Form NRCS-CPA-1267, and:
   a. For noncertified eligible entities, the agricultural land easement deed must contain the "Minimum Terms for the Protection of Agricultural Use," (ALE minimum deed terms) and based on the option selected to address this requirement **ENTITY** must attach as an exhibit to this Parcel Contract either—
      - "Attach" Option Selected.—The version of the "ALE Minimum Deed Terms Addendum" that will be attached to the conservation easement deed,

- "Incorporate" Option Selected.—The draft, unexecuted, NRCS NHQ-approved conservation easement deed with the ALE minimum deed terms incorporated, or
- "Template" Option Selected.—The draft, unexecuted, NRCS NHQ-approved template deed that will be used for the Parcel.

b. For certified eligible entities, **ENTITY** may select the "Certified Eligible Entity Deed" option or may, with prior-NRCS approval only, select the "Other" option. A copy of the final conservation easement deed must be submitted to NRCS with the payment request package and as identified in the PROGRAM AGREEMENT.

5. AGRICULTURAL LAND EASEMENT PLAN

A. **ENTITY** acknowledges that if the Parcel contains highly erodible cropland, a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 must be developed by NRCS or an NRCS-certified planner, approved by NRCS prior to closing, and provided to **ENTITY** and landowner. The HEL conservation plan must be identified on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267 and may comprise the entirety of the agricultural land easement plan.

B. If **ENTITY** has otherwise agreed to develop and maintain an agricultural land easement plan as described in the PROGRAM AGREEMENT and identified on the Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, **ENTITY** must ensure that the agricultural land easement plan is completed and signed by the **ENTITY** and landowner prior to closing.

C. The agricultural land easement is not required to be subject to an agricultural land easement plan, however **ENTITY** must ensure that for agricultural land easement plans developed as agreed-to or required, that the agricultural land easement deed includes provisions related to such plans as set forth in the PROGRAM AGREEMENT.

6. PAYMENTS

A. Based on a determination by NRCS that **ENTITY** has satisfied the terms and conditions of this Parcel Contract and the associated PROGRAM AGREEMENT and provided the items identified therein, NRCS may provide the Federal share for the purchase of the agricultural land easement acquired by the **ENTITY.**

B. **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on the identified Parcel.

C. To obtain reimbursement or an advance payment of the Federal share, **ENTITY** must submit a payment request package, which includes Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Easements," and the accompanying information and documentation required by the form and as identified in the PROGRAM AGREEMENT and this Parcel Contract.

D. **ENTITY** may submit the payment request package—
1. Sixty (60) days prior to the planned closing date when a payment is to be issued at closing (advance payment); or
2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement).

E. Payment of the Federal share for the purchase of an agricultural land easement on a Parcel owned by a legal entity, general partnership, or joint venture will be reduced by an amount

commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity determined to be subject to such reduction based on the average adjusted gross income provisions of 7 CFR Part 1400.

F. Prior to disbursement of funds, the NRCS State Conservationist will verify that **ENTITY** has provided all documentation, certifications, and information required by the terms of this Parcel Contract and the associated PROGRAM AGREEMENT. NRCS will conduct an internal review of the payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all payments that require national-level review. For advance payments, complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.

G. NRCS will disburse payment following receipt of a fully complete and correct payment request package from **ENTITY** within 30 days if the Federal share for the individual easement is less than $250,000 and within 60 days if the Federal share for the individual easement is $250,000 or greater.

H. If NRCS provides an advance payment, **ENTITY** must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. **ENTITY** must ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of receipt of the advance payment, **ENTITY** must ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day unless otherwise mutually agreed to by the parties. **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.

I. All payments received as part of this Parcel Contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that **ENTITY** consult with a tax professional as needed.

J. Any **ENTITY** that will receive any share of a payment made for the implementation of this Parcel Contract must be a signatory on the Parcel Contract and eligible for such payment. Payments will occur in accordance with the shares to which the parties have agreed as set forth on Form NRCS-CPA-1265 or in a fully executed modification on Form NRCS-CPA-1267, signed by all eligible entities. The Lead Eligible Entity on the Parcel Contract may sign the easement payment application, Form NRCS-CPA-1268, unless such signature authority is specifically not granted or assigned.

7. PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved if NRCS determines that any of the following conditions exist:

1. The landowner or operator has tenants who have an interest in land with a lease that has not been properly terminated or modified, and would interfere with **ENTITY**'s ability to implement the terms of this Parcel Contract or associated PROGRAM AGREEMENT.
2. **ENTITY** or landowner has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded according to paragraph 10(B) of this appendix, and no further payments will be made.

8. PARCEL CONTRACT MODIFICATION, CORRECTION, AND CANCELLATION

A. **ENTITY** and NRCS may modify this Parcel Contract by mutual agreement through the execution of a Form NRCS-CPA-1267 when—
   1. Both the **ENTITY** and the NRCS State Conservationist agree to the modification;
   2. NRCS had determined the modification is consistent with the purposes of the program; and
   3. **ENTITY** has provided all information needed for the modification and NRCS had completed all associated eligibility and programmatic determinations.

B. All modifications must be approved in writing by the authorized NRCS official and **ENTITY**. The Lead Eligible Entity may approve modifications to the Parcel Contract on behalf of others signatory to the Parcel Contract unless such signature authority is specifically denied on the Form NRCS-CPA-1265.

C. NRCS may unilaterally cancel this Parcel Contract when the easement acquisition would cause adverse impacts to significant cultural or environmental resources without mitigation action unless NRCS and **ENTITY** modify this Parcel Contract to address such impacts.

D. NRCS reserves the right to correct all errors in entering data or the results of computations in this Parcel Contract. If **ENTITY** does not agree to such corrections, NRCS will terminate the Parcel Contract.

9. PARCEL CONTRACT TERMINATION

A. If **ENTITY** fails to carry out the terms and conditions of this Parcel Contract, NRCS may terminate this Parcel Contract. NRCS may require **ENTITY** to refund payments received under this Parcel Contract. Refunds will be subject to the provisions in paragraph 10(B) of this appendix.

B. The NRCS may terminate this Parcel Contract, in whole or in part, without liability, if NRCS determines that continued operation of this Parcel Contract will result in the violation of a Federal statute or regulation, if NRCS determines that certain actions undermine the ability of the land to accomplish the purposes of ACEP-ALE, or if NRCS determines that termination would be in the public interest. In the event this Parcel Contract is terminated for any reason, the obligations of the parties will be as set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

C. The Parcel Contract terminates upon dissolution of the **ENTITY**.

D. NRCS may determine **ENTITY** is not in violation of this Parcel Contract for failure to comply with the Parcel Contract if the circumstances for failing to comply were beyond the control of the **ENTITY**, including a disaster or related condition, as determined by the NRCS.

E. Upon death of a landowner, this Parcel Contract will be terminated with no penalty to the parties to this Parcel Contract unless the landowner, court of appropriate jurisdiction, or operation of State law, appointed an executor or other estate representative to act on the landowner's behalf and such executor or estate representative is determined eligible by NRCS and identified on the Form NRCS-CPS-1267 or an NRCS-approved substitute parcel is identified.

F. Nothing in this Parcel Contract will be construed as to limit or condition any right acquired by the United States under any associated ACEP-ALE easement.

10. RECOVERY OF COST

A. The parties agree that NRCS will incur costs in administering this Parcel Contract. The parties further agree that in the event **ENTITY** violates the terms of this Parcel Contract, **ENTITY** voluntarily terminates this Parcel Contract before any contractual payments have been made, or this Parcel Contract is terminated with cause by NRCS, the NRCS is entitled to be reimbursed for these costs.
B. Collection of amounts due from **ENTITY** for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 1403. NRCS will notify **ENTITY** and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.

11. PERIOD OF PERFORMANCE

Within the timeframes established by NRCS, the documents that comprise this Parcel Contract must be signed, as identified therein, by an authorized representative of each eligible entity that is party to this Parcel Contract, and this NRCS-CPA-1265-Appendix must be signed by an authorized representative of each identified co-holder. This Parcel Contract is effective when signed by **ENTITY** and then executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the Parcel Contract as indicated on the Form NRCS-CPA-1265. The period of performance must be indicated on the Form NRCS-CPA-1266 or any modification thereto, on the Form NRCS-CPA-1267. This Parcel Contract remains valid until such time as the Parcel Contract expiration date is reached unless otherwise cancelled or terminated by the parties to the Parcel Contract pursuant to the terms and conditions of this Parcel Contract or the associated PROGRAM AGREEMENT. In the event that a statute is enacted during the period of this Parcel Contract which would materially change the terms and conditions of this Parcel Contract, the NRCS may require **ENTITY** to either modify this Parcel Contract consistent with the provisions of such statute or agree to Parcel Contract termination.

12. GENERAL TERMS

A. The regulations in 7 CFR Part 1468 for ACEP-ALE are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this appendix, the provisions of the regulations will prevail.
B. This Parcel Contract must be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Parcel Contract and questions as to the validity of any of its specific provisions will be resolved in favor of NRCS so as to give maximum effect to the conservation purposes of this Parcel Contract.
C. NRCS is administering this Parcel Contract on behalf of CCC. Therefore, where this Parcel Contract refers to "NRCS," NRCS is acting on CCC's behalf for the purposes of administering this Parcel Contract. When the term "**ENTITY**" is used in this Parcel Contract, it will be construed to mean all eligible entities identified in this Parcel Contract.
D. This Parcel Contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, the Prompt Payment Act, and is governed by the terms set forth herein.

13. CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (see generally 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards")

As a condition of this Parcel Contract entered into pursuant to the associated PROGRAM AGREEMENT, **ENTITY** certifies and assures that they are in compliance with and will comply in the course of this Parcel Contract and the associated PROGRAM AGREEMENT with all applicable laws, regulations, Executive orders, and other generally applicable requirements, including those set out in 2 CFR Part 200, applicable to nonprofit institutions, which are hereby incorporated into this Parcel Contract by reference, and such other regulatory and statutory provisions as are specifically set forth in the associated PROGRAM AGREEMENT and herein.

14. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

A. **ENTITY** may appeal an adverse decision under this Parcel Contract in accordance with the appeal procedures set forth in 7 CFR Part 11, Subpart A, and Part 614. Pending the resolution of an appeal, no payments will be made under this Parcel Contract. Before an **ENTITY** seeks judicial review, **ENTITY** must exhaust all appeal rights granted within these regulations.
B. **ENTITY** may also request equitable relief, as provided under 7 U.S.C. Section 7996, and 7 CFR Part 635, with the requirements of that provision.

15. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this Parcel Contract, **ENTITY** certifies that **ENTITY** will comply with the requirements of 2 CFR Part 182 and 2 CFR Part 421. If it is later determined that **ENTITY** knowingly rendered a false certification or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to NRCS under this Parcel Contract or associated PROGRAM AGREEMENT or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

The following **ELIGIBLE ENTITIES** and Co-Holders, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1265-Appendix and agree to its terms and conditions thereof.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by signing this Appendix may subject the signatory to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this appendix.

ELIGIBLE ENTITY – SIGNATURE OF AUTHORIZED REPRESENTATIVE
(All signatory Eligible Entities must be party to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

CO-HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE
(All signatory Co-Holders must be signatory to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" form and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

THIRD-PARTY RIGHT HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE
*(Optional, only required if **ENTITY** requires Third-Party Right Holders to Sign this appendix)*
(All signatory Third-Party Right holders may be identified on the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: Program.intake@usda.gov.

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Clear Form

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-CPA-1266
02/2020

SCHEDULE OF ACQUISITION FOR EASEMENTS

Lead ELIGIBLE ENTITY (Participant)	STATE	PARCEL CONTRACT EXPIRATION DATE
Whatcom County	WA	March 31, 2025

ACEP-ALE PROGRAM AGREEMENT NUMBER	RCPP 2014 FARM BILL AGREEMENT NUMBER (Complete ONLY if Parcel Associated with RCPP Agreement)
55054622PA053	1680

Enrollment Type *(Check One)*:		General ALE	**Transaction Type** *(Check One):*		Standard Transaction	**Designation of Program Agreement and Parcel Contract Provisions Based on Eligible Entity Status** *(Check One):*		Non-Certified Eligible Entity Provisions
		ALE – Grassland of Special Environmental Significance (GSS)			Pre-closing Buy-Protect-Sell Transaction			Certified Eligible Entity Provisions[1/]
					Post-closing Buy-Protect-Sell Transaction			

INSTRUCTION: COMPLETE EACH SECTION

SECTION 1: Parcel Contract and Location Information *(A copy of the proposed Parcel boundary map must be attached to this Form NRCS-CPA-1266)*

PARCEL CONTRACT NUMBER	TOTAL EASEMENT ACRES	LAND UNITS OR LEGAL DESCRIPTION	SERVICE CENTER AND COUNTY
5505462201X7J	60.83	Farm #5789 Tract #5441	Everson Service Center, Whatcom County

SECTION 2: Conservation Easement Deed Language *(Check one and follow applicable instructions)*		SECTION 3: Agricultural Land Easement Plan Components[2/] *(Check all that apply)*	
	Attach Option.—ALE Minimum Deed Terms will be attached as an Addendum to the Conservation Easement Deed *(The version of the ALE Minimum Deed Terms Addendum that will be attached to the conservation easement deed must be attached to this Form NRCS-CPA-1266).*	☐	Highly Erodible Land (HEL) Conservation Plan
	Incorporate Option.—ALE Minimum Deed Terms will be incorporated into the Conservation Easement Deed *(A copy of the unexecuted, NRCS NHQ-approved conservation easement deed must be attached to this Form NRCS-CPA-1266 or through a modification using Form NRCS-CPA-1267).*	☑	Comprehensive Agricultural Land Easement Plan
	Template Option.—ALE Minimum Deed Terms addressed in an NRCS NHQ-Approved Template Deed (*A copy of the NRCS NHQ-approved template conservation easement deed must be attached to Form NRCS-CPA-1266 or through a modification using Form NRCS-CPA-1267).*	☐	Grasslands Management Plan
	Certified Eligible Entities ONLY.—Certified Eligible Entity Conservation Easement Deed *(A copy of the final conservation easement deed must be submitted to NRCS in as part of the payment request package as identified on Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Easements").*	☐	Forest Management Plan
	Other.—Include Explanation *(selection of this option requires prior NRCS approval).*	☐	None

SECTION 4: Easement Cost Information	
A. Estimated Fair Market Value of Agricultural Land Easement	$ 300,000.00
B. Requested Federal Share for the ALE • ***General ALE:*** *Federal Share cannot exceed 50% of Item A* • ***ACEP-ALE-GSS:*** *Federal Share cannot exceed 75% of Item A*	$ 150,000.00
C. Total Estimated Non-Federal Share[3/] *(The amount shown here is the total of—* • *All entity cash contributions for payment of easement compensation to the landowner.* • *All landowner donations toward easement value.* • *Only the amounts of eligible procured costs that may be relied upon to meet the minimum non-Federal share requirements.* • *Only the amounts of Stewardship funds contributed by the eligible entity that may be relied upon to meet the minimum non-Federal share requirement, limited to 2% of item (A) above).*	$ 150,000.00

SECTION 5: Eligible Entity *(attach additional sheets as necessary)*

A. Name of Eligible Entity - List all Eligible Entities that are party to this Parcel Contract	**B. Role of Eligible Entity** - Independent - Dependent	**C. Certified Eligible Entity**[1/] - Yes - No	**D. Payment Shares (Percentage)** - Enter percentage from Form NRCS-CPA-1265 - Total must equal 100%	**E. Distribution: Estimated Amount of Federal Share to be paid to Eligible Entity** - Federal share may only be paid to an Eligible Entity - Total must equal section 4, item (B) above
Whatcom County	Independent	No	100 %	$ 150,000.00
			%	$
			%	$
			%	$
		Totals:	100 %	$ 150,000.00

SECTION 6: Other Interest Holder Information *(attach additional sheets as necessary)*

A. Name of Legal Entity - List all co-holders or third-party right holders that will be identified in the Conservation Easement Deed for this Parcel	**B. Role of Legal Entity** - Co-holder - Third-Party Right Holder
Whatcom Land Trust	Co-holder

SECTION 7: Parcel Landowner Information *(attach additional sheets as necessary) (Only one landowner may be identified as the decisionmaker in column B below)*

A. Landowner Name[4/]	B. Decision Maker *(Yes/No)*	C. Ownership Share (%) of Parcel	D. Adjusted Gross Income (AGI) Waiver Approved[5/] *(Yes/No)*	E. Commensurate Reduction (%) applied at payment [6/]
John Vander Veen		100.00 %	No	0 %
		%		%
		%		%
		%		%
		%		%
		%		%
Total Ownership Shares (Must Equal 100%):		100.00 %		

NOTES:

[1/] Acquisition of the agricultural land easement on the identified Parcel may occur in accordance with the certified eligible entity provisions of the above-referenced Program Agreement and this Parcel Contract only if at least one eligible entity identified in section 5 above has been certified by NRCS and if the designation to proceed subject to the certified eligible entity provisions has been made on this Form NRCS-CPA-1266.

[2/] In accordance with the provisions of the above-referenced Program Agreement and this Parcel Contract, an eligible entity may elect to develop on its own, a comprehensive agricultural land easement plan, a grassland management plan, or a forest management plan, however, if the Parcel contains highly erodible cropland, the associated HEL conservation plan must be developed by NRCS or an NRCS-certified planner.

[3/] The specific breakdown of the final amounts and sources that comprise the non-Federal share must be provided in the "Statement to Confirm Matching Funds," (Form NRCS-CPA-230, or successor form) submitted to NRCS.

[4/] NRCS must be notified of any changes in landownership prior to closing in accordance with the terms of this Parcel Contract. If prior to closing, the parcel ownership is different than reflected on this document, the landowners must be eligible, as determined by NRCS and a Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," must be executed to reflect current ownership.

[5/] Prior the execution of Form NRCS-CPA-1266, all landowners must be determined compliant with the AGI provisions as set forth in 7 CFR Part 1400, and such determination remains in effect for the duration of the Parcel Contract unless a change is made that affects the existing AGI determination, including the applicability of any AGI waivers granted by NRCS. Before Form NRCS-CPA-1267 may be executed to modify the Parcel Contract to reflect such changes, the landowners must be determined compliant with the AGI provisions.

[6/] NRCS must determine whether payment of the Federal share must be commensurately reduced in accordance with 7 CFR Part 1400 and as described in Form NRCS-CPA-1265-Appendix. The amount shown is the anticipated percent by which payment of the total Federal Share will be reduced. The amount of the actual payment of the Federal share provided by NRCS will reflect the final commensurate reduction determinations made prior to issuing such payment.

Certification of Participants			
Lead Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date

Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date

Signature of NRCS Approving Official	
NRCS State Conservationist Signature	Date

PRIVACY ACT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Sec. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. Section 3801 note and 16 U.S.C. Section 3846.

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
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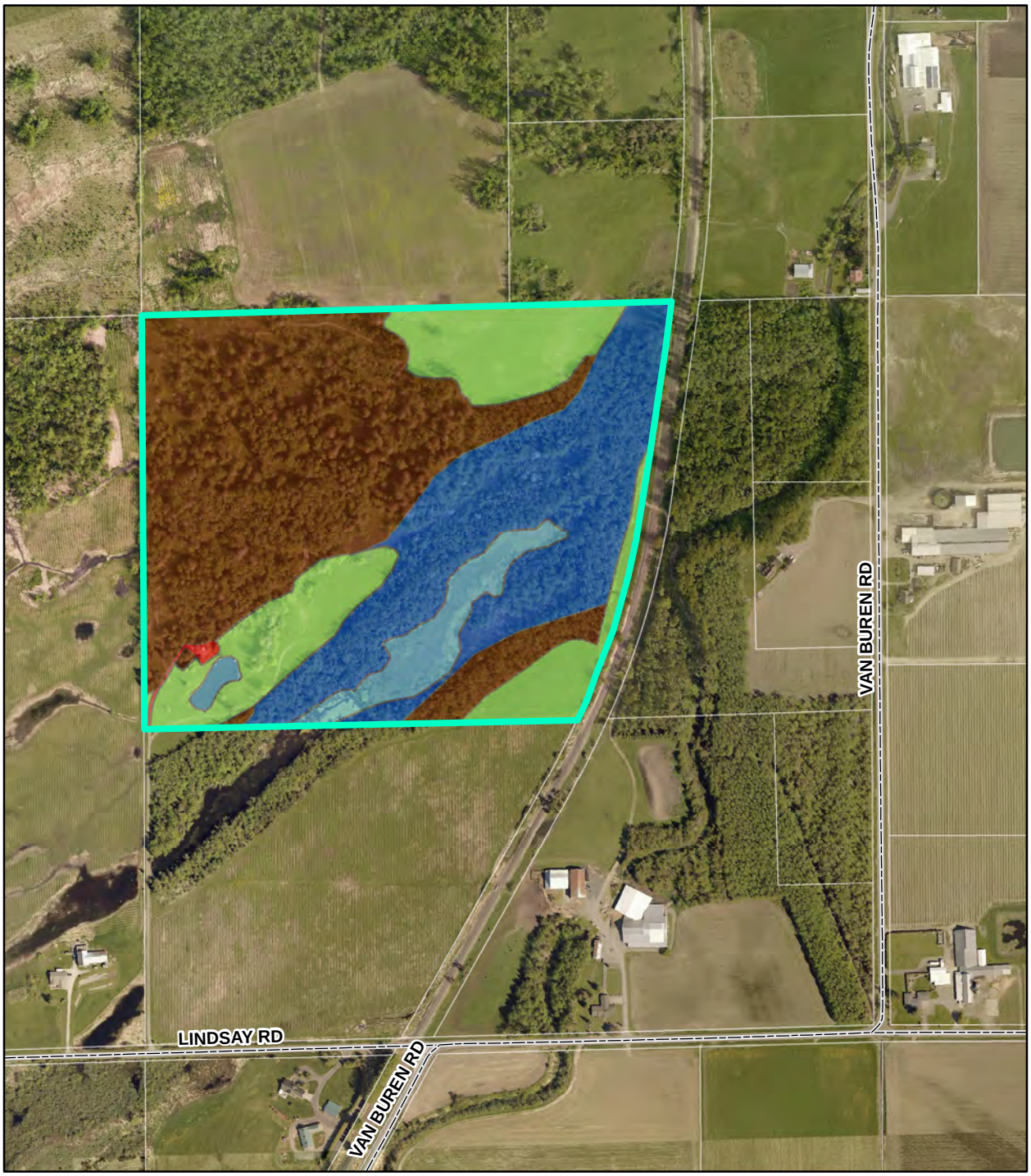
Vander Veen



Whatcom County 2020 PDR Program Property - Land Cover

- Cropland - 0 ac./0%
- Forest - 25.76 ac./45.2%
- Hay/Pasture - 11.46 ac./20.12%
- Incidental/Farmstead - .22 ac./.39%
- Water/Wetland (non-Forested) -3.7 ac./6.50%
- Water/Wetland (Forested) - 15.82 ac./27.77%

Vander Veen Property

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT:

Whatcom County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damage, loss, or liability arising from any use of this map.

0 100 200 400 600 800 Feet

AGRICULTURAL CONSERVATION EASEMENT PROGRAM (ACEP)
AGRICULTURAL LAND EASEMENT (ALE)
MINIMUM DEED TERMS FOR THE PROTECTION OF AGRICULTURAL USE

INSTRUCTIONS FOR APPENDING: *When these terms are appended as an exhibit to the Agricultural Land Easement deed, as opposed to being incorporated directly into an Agricultural Land Easement deed, the following requirements must be met: (1) The Agricultural Land Easement deed must be an enforceable real property easement interest that runs with the land in perpetuity or for the maximum term allowed under State law and protects the agricultural use and future viability, and related conservation values, of eligible land by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protects grazing uses and related conservation values by restoring or conserving eligible land. (2) A complete copy of the exhibit below must be attached to the Agricultural Land Easement deed at the time of closing and recordation. (3) The following paragraph must be inserted at the end of the body of the Agricultural Land Easement deed.*

> This **[INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT]** is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT ____ is attached hereto and incorporated herein by reference and will run with the land [**SELECT ONE**: *in perpetuity* **OR** *for the maximum duration allowed under applicable State laws*]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT ____ (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT ____entitled "Minimum Deed Terms For The Protection Of Agricultural Use" that is appended to and made a part of this easement deed.

INSTRUCTIONS FOR INCORPORATION: *When these terms are incorporated directly into an Agricultural Land Easement deed the following three paragraphs must be included in the Agricultural Land Easement deed's granting clause and recitals. The terms in Section I and Section II must be incorporated into the body of the Eligible Entity's Agricultural Land Easement deed unmodified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the Agricultural Land Easement Deed, Baseline Documentation Report, Protected Property, and the Parties. Please note, the language contained below between "Exhibit ___" and "Section I" is not for use with this method.*

[Include in Granting Clause after Grantor and Grantee:]

> and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

[Include in Recitals:]

This **[INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT]** is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of [**SELECT BASED ON ENROLLMENT TYPE:**

(FARMLAND) *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the*

Protected Property (the "Purpose of the ALE").

(GRASSLAND, NON-GRASSLAND OF SPECIAL ENVIRONMENTAL SIGNIFICANCE (GSS) *protecting grazing uses and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").*

(GRASSLAND, GSS) *protecting grazing uses,* **[(SELECT ONE OR MORE)** *protecting and providing habitat for threatened, endangered, or at-risk species; protecting sensitive or declining native grasslands; protecting highly sensitive natural resources identified by the Grantee***]**, *and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").***]**

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [**SELECT ONE:** *appended to this easement deed* **OR** *maintained in the files of the Grantee*].

EXHIBIT_____

MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

The Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement ("ALE"), as described in this Agricultural Land Easement Deed ("ALE Deed"), on real property described in Exhibit _____, hereafter referred to as "the Protected Property." As used herein, references to the "ALE Deed" include this Exhibit, except where explicitly stated otherwise.

[LANDOWNER NAMES] (collectively "Grantor"), the **[ELIGIBLE ENTITY NAMES]** (collectively "Grantee"), and the **United States of America** (the "United States"), acting by and through the United States Department of Agriculture Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (jointly referred to as the "Parties") acknowledge that the ALE is acquired by the Grantee for the purpose of **[SELECT BASED ON ENROLLMENT TYPE:**

(FARMLAND) *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (the "Purpose of the ALE").*

(GRASSLAND, NON-GSS) *protecting grazing uses and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").*

(GRASSLAND, GSS) *protecting grazing uses,* **[(SELECT ONE OR MORE)** *protecting and providing habitat for threatened, endangered, or at-risk species; protecting sensitive or declining native grasslands; protecting highly sensitive natural resources identified by the Grantee***]**, *and related conservation values by restoring or conserving the Protected Property (the "Purpose of the ALE").***]**

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [**SELECT ONE:** *appended to this easement deed* **OR** *maintained in the files of the Grantee*].

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between this Exhibit and other provisions of the ALE Deed. Notwithstanding any other provision of the ALE Deed, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the terms and conditions identified in the following Sections I and II. If the terms and conditions in Sections I and II are inconsistent with terms and conditions in other portions of the ALE Deed, Sections I and II will control; provided, however, that if other portions of the ALE Deed have terms and conditions that are more restrictive to the rights of the Grantor and are consistent with the provision or intent of the terms and conditions in Section I, Paragraphs 1, 2, and 4, those more restrictive terms and conditions will control. If other portions of the ALE Deed are more restrictive to the rights of the Grantor than Section I, Paragraphs 3 and 5, and Section II, then Section I, Paragraphs 3 and 5, and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this ALE, and the restrictions and covenants of this ALE Deed will apply to the Protected Property as a whole.

The terms and conditions of the ALE Deed run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this ALE Deed, including the following:

1. Limitation on Impervious Surfaces. Impervious surfaces will not exceed _____ percent**[Insert approved impervious surface percentage. Note: if greater than 2 percent, a written waiver from the Chief of NRCS or the Chief's authorized designee is required.**] of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE Deed.

[*Include the following if limited subdivision is allowed below*: *In the event the Protected Property is subdivided as provided for in Section I, Paragraph (2)(A), the total cumulative impervious surface of the subdivided parcels must not exceed the impervious surface limitation referenced above. The Grantor, with Grantee approval, will allocate the impervious surface limit among the subdivided parcels and ensure said impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument.*]

2. Limitations on Nonagricultural Uses. Any activities inconsistent with the Purpose of the ALE are prohibited. *[**Note: The term "ALE grassland enrollments" refers to both general ALE grazing uses enrollments or ACEP-ALE-GSS enrollments.** **Also include the following sentence for ALE grassland enrollments:** *The provisions of this ALE Deed limit the types of agricultural operations that can occur on the Protected Property to those that promote the Purpose of the ALE.*] The following activities are inconsistent with the Purpose of the ALE and are specifically prohibited, subject to the qualifications stated below:

(A) *Subdivision* – **[Select Option 1, 2, or 3.] [Additionally, where required by State law the following may be inserted at the end of the selected option**: *Notwithstanding the foregoing, subdivision of the Protected Property is permissible when necessary to comply with State or local regulations that explicitly require subdivision to construct residences for employees working on the Protected Property. Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), prior to division of the Protected Property in accordance with such State or local regulations.***]**

[Option 1] Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.

[Option 2] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ separate parcels (____ divisions allowed), the boundaries and the allocation of the impervious surface limitation of which have been identified in EXHIBIT _____, which is appended to and made a part of this ALE Deed. To protect the Purpose of the ALE, the boundaries of such divisions have been preapproved in writing by Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS). Deviations from the identified boundaries will not be allowed. Grantor must give Grantee and the Chief of NRCS written notice prior to subdividing, dividing, or separately conveying a parcel of the Protected Property.

[Option 3] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ separate parcels (____ divisions allowed). To protect the Purpose of the ALE, the

boundaries of such divisions must be approved in writing by Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Protected Property into separately conveyable farm or ranch parcels when—

1. The Grantee requests the Chief of NRCS approval to subdivide the Protected Property into separate farm or ranch parcels, after receiving a request from the Grantor;

2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agricultural use and that any new owners of the subdivided Protected Property farm or ranch parcels intend to use such parcels for agricultural operations; and

3. The Chief of NRCS determines that the—

a. Parcels resulting from the subdivision of the Protected Property will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 et seq. as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and

b. The resulting parcel will not be below the median size of farms in the county or parish as determined by the most recent United States Department of Agriculture's National Agricultural Statistical Survey (NASS).

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

(i) Agricultural production and related uses in accordance with the terms and conditions of this ALE Deed;

(ii) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Purpose of the ALE and in accordance with the terms and conditions of this ALE Deed;

(iii) Temporary or seasonal outdoor activities or events that do not harm the Purpose of the ALE; and

(iv) Commercial enterprises related to agriculture or forestry including but not limited to **[Select those consistent with the Purpose of the ALE and that may occur on the Protected Property:** *agritourism; processing, packaging, and marketing of farm or forest products; farm machinery repair; farm wineries; and small-scale retail enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.*] **[For properties that contain historical or archaeological resources the following may be inserted:** *Commercial enterprise activities related to interpretation of the Protected Property's historic or archaeological resources.*]

(C) *Construction on the Protected Property* – Except as otherwise permitted in this **Section I, Paragraph 2(C)**, all structures and improvements must be located within the Building Envelope(s), [**Select One (FIXED OPTION):** *containing approximately _____ total acres and described or shown*

in EXHIBIT _____, which is appended to and made a part of the ALE deed. **OR (FLOATING OPTION):** *of which there shall be no more than _____, containing no more than _____ total acres. The Grantor must receive prior written approval of the location and boundaries of the future building envelopes from the Grantee and the Chief of NRCS, following which, the Grantor and Grantee shall amend this ALE Deed to add an exhibit that describes the approved boundaries and locations of the Building Envelope(s).*]

[**Alternately, if the Protected Property will have no building envelopes, replace the preceding sentences with the following:** *Except as otherwise permitted in this* ***Section I, Paragraph 2(C)****, no structures or improvements, whether existing or in the future, may be constructed, replaced, or enlarged on the Protected Property.*]

[Include the following subparagraph if future adjustments to approved building envelopes may be considered: *The identified boundaries and locations of the approved Building Envelope(s) may be adjusted only with prior written approval from the Grantee and the Chief of NRCS. The adjusted Building Envelope(s) may not be larger than the approved Building Envelope(s) and must provide equal or greater protection of the Purpose of the ALE. Following receipt of written approval to adjust identified Building Envelope(s), the Grantor and Grantee shall amend this ALE Deed to add an exhibit that describes the subsequently approved boundaries and locations of the Building Envelope(s).*]

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph 2(B)(ii)** and in this **Section I, Paragraph 3(C)** that neither individually nor collectively have an adverse impact on the Purpose of the ALE, may be located outside of the Building Envelopes with prior written approval of the Grantee.

New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and are necessary to carry out the agricultural operations or other allowed uses on the Protected Property. **[Add the following sentence for ALE-GSS enrollments:** *Any new roads must be constructed in a location and manner that is consistent with the Purpose of the ALE and will not negatively impact the habitat, species, or sensitive natural resources identified for protection in the Baseline Documentation Report.***]**

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced, and new fences installed if they are necessary for agricultural operations or other allowed uses on the Protected Property or to mark boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the ALE **[Add the following sentence for ALE-GSS enrollments:** *and will not negatively impact the habitat, species, or sensitive natural resources identified for protection in the Baseline Documentation Report***].**

(D) *Granting of Easements for Utilities and Roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.

(E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except for the following:

(i) Dam construction pursuant to a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;

(ii) Erosion and sediment control pursuant to a plan approved by the Grantee;

(iii) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the ALE; and

(iv) [**Select One:** *Agricultural activities* **OR** *Grazing uses or grassland restoration*] and related conservation activities conducted in accordance with the terms and conditions of this ALE Deed **[Insert if the agricultural land easement plan paragraph is included:** and the agricultural land easement plan as described in Section I, paragraph 4].

(F) *Surface and Subsurface Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE Deed or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited [**Include the following if either of the optional mineral extraction options below are used:** *except as otherwise provided in this Paragraph (F)*].

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this ALE Deed is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (F). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this ALE Deed and must incorporate by reference this ALE Deed.

[**Include the following subparagraph if a limited allowance for agricultural purposes may be authorized**: *Limited mining activities for materials (e.g., sand, gravel, or shale) used to facilitate the agricultural operations on the Protected Property are allowed where the extraction of such materials is limited, localized, and small with a defined area and acreage* **[SELECT ONE:** *identified in EXHIBIT ____* OR *approved prior to extraction by the Grantee, not to exceed _____ acres*,**]** *and does not harm the Purpose of the ALE*.]

[The following may be inserted to qualify the above if Grantee chooses to allow subsurface mineral development as an alternative to a complete prohibition on mineral exploration and extraction on the Protected Property – Beginning of Optional Additional Subsurface Mineral Development Language: *Subsurface mineral development on the Protected Property is allowed in accordance with this Paragraph (F), if approved by Grantee and Chief of NRCS. Grantee and Grantor must demonstrate prior to the initiation of mineral development activity that such subsurface mineral development shall—*

(i) Be conducted in accordance with applicable State law;
(ii) Have a limited and localized impact;
(iii) Not harm the Purpose of the ALE;
(iv) Not materially alter or affect the existing topography, as determined by Grantee and the Chief of NRCS;
(v) Comply with a subsurface mineral development plan that includes a plan for the remediation of impacts to the Purpose of the ALE, which includes reclaiming and restoring all areas of the Protected Property that are impacted by the subsurface mineral development and such plan is approved by Grantee and the Chief of NRCS prior to the initiation of mineral development activity.
(vi) Not be accomplished by any surface-mining method;
(vii) Be within the impervious surface limits described in Section I, Paragraph 1; and
(viii) Use practices and technologies that minimize the duration and intensity of impacts to the Purpose of the ALE.

All areas of the Protected Property that are impacted by subsurface mineral development pursuant to this section must be reclaimed and restored within a reasonable time, as determined by the Grantee and Chief of NRCS, at cessation of subsurface mineral development activities.

Impervious surfaces, as defined in Section I, Paragraph 1, *include any surface disturbance or impervious surfaces associated with subsurface mineral development allowed by this paragraph*. **End of Optional Additional Subsurface Mineral Development Language]**

[Include the following paragraph for all ALE Grassland Enrollments: (G) *Crop Cultivation*. *Except for grazing uses and grassland restoration and conservation, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited* [**Include the following if agricultural intensification may be permitted on ALE Grassland Enrollments that are non-GSS (not allowed on ALE-GSS enrollments):** *outside of the Designated Crop Cultivation Areas on the Protected Property, identified in Exhibit _____, the extent of such areas may not exceed* **[Insert Percent Not to Exceed 10 Percent]** _____ *percent of the Protected Property, the agricultural uses, location, and boundaries of which must be compatible with the purpose of the ALE and be approved in advance, in writing by the Grantee*.**]**

3. Preserving Agricultural Uses. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property and the Purpose of the ALE. **[The preceding sentence must be struck for ALE grassland enrollments.]** No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the ALE's protection for the Purpose of the ALE. Allowed uses of the Protected Property include the specific uses allowed in Section I, Paragraph (2)(B)(i)–(v) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of **[Select One:** *agricultural crops and livestock* **OR** *livestock and agricultural products compatible with the Purpose of the ALE***]** are allowed provided these activities are conducted in a manner consistent with the terms of the ALE deed **[Insert if the agricultural land easement plan Section I, Paragraph 4 is included:** *and the agricultural land easement plan described in Section I, Paragraph 4*].

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property **[Insert if a forest management plan is included in Section I, Paragraph 4:** *and in accordance with a written forest management plan as described in Section I, Paragraph 4***].**

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits and consistent with the Purpose of the ALE.

[Include the following paragraph any time the property is in grassland use that is considered during ranking and selection, is an ALE grassland enrollment, or funded for conservation purposes that include conserving or restoring grassland uses or grassland dependent species: (D) *Grassland Uses of the Protected Property* – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire presuppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions of this ALE Deed and the Purpose of the ALE. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline. Determinations of birds whose populations are in significant decline, nesting seasons for such birds, and the areas of the Protected Property affected by this restriction will be set forth within [**Select all that apply:** *the Baseline Documentation Report, the ALE Plan, and the grassland management plan described in Section I, Paragraph 4*].

[**Include the following paragraph and each applicable clause if the Protected Property contains highly erodible cropland or is an ACEP-ALE-GSS parcel on an FY 2019 ALE-agreement, and for each agricultural land easement plan the entity has otherwise agreed to:**

4. Agricultural Land Easement Plan. *The Grantee shall prepare an agricultural land easement plan (the "ALE Plan") in consultation with the Grantor and as needed NRCS. The Grantee agrees to update the ALE Plan, in consultation with the Grantor and as needed, NRCS, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.*

[INCLUDE THE FOLLOWING ONLY IF ENTITY AGREED TO HAVE A GENERAL ALE PLAN: *The ALE Plan shall describe the farm or ranch management system, describe the natural resource concerns on the Protected Property, describe the conservation measures and practices that may be implemented to address the identified resource concerns, and promote the long-term viability of the land to meet the Purpose of the ALE.]*

[INCLUDE THE FOLLOWING IF PARCEL CONTAINS HIGHLY ERODIBLE CROPLAND: *The ALE Plan shall include a conservation plan that complies with 7 CFR Part 12 pertaining to all highly erodible cropland on the Protected Property. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this ALE Deed based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised conservation plan.]*

[INCLUDE THE FOLLOWING FOR ALL ACEP-ALE-GSS PARCELS ON FY 2019 ALE-AGREEMENTS OR IF THE ENTITY HAS AGREED TO HAVE A GRASSLAND MANAGEMENT PLAN: *The ALE Plan shall include a grassland management plan that describes the grassland*

resource; the management system and practices that conserve, protect, or enhance the viability of the grassland; and as applicable any habitat, species, or sensitive natural resources requirements, permissible and prohibited activities, and any associated restoration plans.]

[INCLUDE THE FOLLOWING IF THE ENTITY HAS AGREED TO HAVE A FOREST MANAGEMENT PLAN: *The ALE Plan shall include a forest management plan that describes the management system and practices that conserve, protect, or enhance the viability of the forest land and as applicable, any significant conservation benefits. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee.*]

[Include the following paragraph if eligibility of the land for ACEP-ALE is based on the presence of historical or archaeological resources or the project received ranking points for the multifunctional benefits of agricultural land protection for historical and archaeological resources (Note: Number as paragraph 4 if the preceding ALE plan paragraph is not included):

5. Historic or Archaeological Resources. *Existing archaeologically, culturally, or historically significant features on the Protected Property including, but not limited to, such features as documented in the Baseline Documentation Report, must be maintained consistent with the guidelines provided in The Secretary of Department of the Interior's Standards for the Treatment of Historic Properties pursuant to 36 CFR Part 68, as amended. The up-to-date version of such guidelines must be maintained by Grantee in the Baseline Documentation Report and made available to Grantor upon request. The archaeologically, culturally, or historically significant features may not be altered or removed without Grantee's prior written approval, which approval will not be given except where the proposed activity is accomplished in accordance with the guidelines provided in the Secretary of the Department of the Interior's Standards for the Treatment of Historic Properties*.]

SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE-Agreement with the

Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined below).

3. Environmental Warranty.

As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

As used herein, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and

wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

4. Extinguishment, Termination, and Condemnation. The interests and rights under this ALE Deed may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, any proposed extinguishment, termination, or condemnation action that may affect the United States' interest in the Protected Property must be reviewed and approved by the United States.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is _____ percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee **[Calculate and enter the percent of fair market value of the ALE provided based on the sum of the Grantee's contributions and Grantor donations toward the acquisition value of the easement]**, _____ percent of the Proportionate Share; and (b) to the United States _____ percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

5. Amendment. This ALE Deed may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and

through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

PROGRAM AGREEMENT
between
USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
and the
Whatcom County
for the
AGRICULTURAL CONSERVATION EASEMENT PROGRAM
AGRICULTURAL LAND EASEMENTS

This PROGRAM AGREEMENT is entered into by and between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), on behalf of the Commodity Credit Corporation (CCC), and the **Whatcom County** (hereinafter, whether singular or plural, **WHATCOM COUNTY**). NRCS and **WHATCOM COUNTY** are engaged in complementary and compatible activities related to purchasing agricultural land easements to secure the long-term protection of the agricultural use and future viability, and related conservation values, of eligible land by limiting the nonagricultural uses of that land that negatively affect the agricultural uses and conservation values, or protecting grazing uses and related conservation values by restoring or conserving eligible land. These activities are accomplished through the provisions of the agricultural land easement component of the Agricultural Conservation Easement Program (ACEP-ALE). To accomplish these activities, financial and technical assistance may be provided by NRCS and **WHATCOM COUNTY**, whose assistance may include qualified contributions from others.

I. AUTHORITY

NRCS enters this PROGRAM AGREEMENT under the authorities of the Commodity Credit Corporation Charter Act, 15 U.S.C. Section 714 et seq.; the Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, 16 U.S.C. Section 3865 et seq. This PROGRAM AGREEMENT will be administered in accordance with the policies and procedures set forth in the ACEP regulation (7 CFR Part 1468).

Whatcom County enters this PROGRAM AGREEMENT under the authorities of Whatcom County Ordinance No. 2002-054.

II. BACKGROUND AND PURPOSE

A. ACEP-ALE is a voluntary conservation program that establishes specific parameters for NRCS to work with and provide ACEP-ALE cost-share assistance to eligible entities for the purchase of an agricultural land easement on eligible land from eligible landowners (Grantors) and for NRCS personnel to conduct technical assistance activities to implement the program. The purpose of this PROGRAM AGREEMENT is to establish the framework by which NRCS and **WHATCOM COUNTY** may implement the activities necessary to acquire agricultural land easements and ensure the long-term protection of the natural resources and agricultural nature of the lands under easement with ACEP-ALE assistance. The term "Parties" as used herein refers collectively to NRCS and **WHATCOM COUNTY.**

B. WHATCOM COUNTY has submitted an entity application for NRCS program assistance through ACEP-ALE and has been determined by NRCS to meet the statutory and regulatory requirements to participate in ACEP-ALE as an "eligible entity." **WHATCOM COUNTY** will carry out activities specified in this PROGRAM AGREEMENT by working with NRCS and eligible landowners to acquire agricultural land easements on lands determined by NRCS to be eligible for ACEP-ALE. The land on which an agricultural land easement may be acquired is herein referred to collectively as "Parcels" or individually as "Parcel."

C. The Parties agree that the principal purpose of this PROGRAM AGREEMENT is to identify, describe, and document the Parties' acknowledgement and agreement of—

NRCS Representative Initial _____

Entity Representative Initial _____

1. The roles and responsibilities of the NRCS and **WHATCOM COUNTY** related to the acquisition and long-term stewardship of agricultural land easements.
2. The requirements and limitations for providing and receiving ACEP-ALE financial assistance funds (cost-share) and technical assistance services.
3. The procedures for executing and administering individual "ACEP-ALE Parcel Cost-Share Contracts" through which NRCS may provide ACEP-ALE cost-share assistance to **WHATCOM COUNTY** for the purchase of an agricultural land easement on an individual Parcel.
4. The list of eligible entities that are party to this PROGRAM AGREEMENT and the designation of the eligible entities that will individually or collectively be party to individual ACEP-ALE Parcel Cost-Share Contracts entered into pursuant to this PROGRAM AGREEMENT.
5. The list of potential easement co-holders or third-party right holders that may be identified in an individual ACEP-ALE Parcel Cost-Share Contract and the associated agricultural land easement deed and the respective roles and responsibilities of such holders.
6. Supplemental provisions to the framework established in this PROGRAM AGREEMENT included as an attachment to this PROGRAM AGREEMENT and used to identify additional specific requirements, procedures, roles, and responsibilities as agreed to by NRCS and **WHATCOM COUNTY**.

III. PROGRAM AGREEMENT AND ASSOCIATED ACEP-ALE PARCEL COST-SHARE CONTRACTS

A. This PROGRAM AGREEMENT will expire on the date identified below. The term of this PROGRAM AGREEMENT may be for a period of:
   1. At least 3 fiscal years and not to exceed 5 fiscal years following the fiscal year in which this PROGRAM AGREEMENT is originally executed; or
   2. If a certified eligible entity, as determined by NRCS, is identified on EXHIBIT 1 and party to this PROGRAM AGREEMENT, at least 5 fiscal years and not to exceed 7 fiscal years following the fiscal year in which this PROGRAM AGREEMENT is originally executed.

Program Agreement Expiration Date: September 30, 2027

B. **WHATCOM COUNTY** may submit individual parcel applications to NRCS for ACEP-ALE cost-share assistance for the purchase of an agricultural land easement at any time during the life of the PROGRAM AGREEMENT. Individual parcel applications associated with this PROGRAM AGREEMENT and determined by NRCS to meet eligibility, enrollment, and prioritization criteria may be selected for funding by NRCS on a continuous basis or during announced signup and batching periods.

C. ACEP-ALE cost-share assistance (Federal share) for individual Parcels selected for funding will be obligated and provided through individual ACEP-ALE Parcel Cost-Share Contracts (Parcel Contract) entered into by NRCS and **WHATCOM COUNTY** (see exhibit 3 of this agreement for sample Parcel Contract forms, these are provided for informational purposes, NRCS will provide the actual Parcel Contract forms appropriate for the specific transaction type prior to the execution of an individual Parcel Contract). Individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT are assured of funding for the entire length of the approved Parcel Contract in accordance with the terms of the Parcel Contract.

D. Each Parcel Contract may identify only one Parcel and will document the Parties' agreement to the Parcel-specific information as required in the Parcel Contract, which includes identifying the enrollment type of the Parcel as either a 'General ALE' enrollment or a 'Grasslands of Special Environmental Significance' enrollment, as determined by NRCS, and identifying the transaction type as either a 'standard ALE transaction,' a 'Pre-closing transfer buy-protect-sell transaction,' or a 'Post-closing transfer buy-protect-sell transaction.'

E. For standard ALE transactions: The standard expiration date for all individual Parcel Contracts is March 31 of the third fiscal year following the fiscal year the Parcel Contract is executed. Prior to expiration of a Parcel Contract and upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract, a maximum of two individual 12-month extensions may be approved. No Parcel Contract may extend beyond March 31 of the fifth fiscal year following the original fiscal year of the Parcel Contract execution. For buy-protect-sell transactions, the standard expiration date is September 30 of the fifth fiscal year following the fiscal year the Parcel Contract is executed and may not be extended except as specified in the terms of a Parcel Contract for a post-closing transfer buy-protect-sell transaction.

F. Upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract during its term, NRCS may allow the substitution of a Parcel on which an agricultural land easement is being acquired through a standard ALE transaction at any time, provided that as determined by NRCS, the substitute Parcel and all of its landowners meet all ACEP-ALE eligibility requirements, the substitute Parcel is of comparable conservation value and is the same enrollment type as the original Parcel, and sufficient funds are available. The modification of an individual Parcel Contract for the substitution of a Parcel on which an agricultural land easement is being acquired through a buy-protect-sell transaction is not authorized.

G. Upon modification, completion, expiration, termination, or cancellation of an individual Parcel Contract, the excess or remaining funds will be deobligated from the individual Parcel Contract.

H. Nothing in this PROGRAM AGREEMENT obligates NRCS or **WHATCOM COUNTY** to purchase an agricultural land easement on any Parcel submitted for funding.

IV. CONTRIBUTION REQUIREMENTS AND LIMITATIONS

A. The fair market value of the agricultural land easement must be determined using one of the methods set forth in 7 CFR Part 1468. The resultant fair market value of the agricultural land easement will be identified in the individual Parcel Contract and used to establish the amount of the ACEP-ALE cost-share assistance that may be provided by NRCS as the Federal share and the corresponding non-Federal share amount provided by **WHATCOM COUNTY** based on the enrollment type of the individual Parcel as follows:

i. For General-ALE Enrollments.—The Federal share will not exceed the lesser of 50 percent of the fair market value of the agricultural land easement or the non-Federal share provided by **WHATCOM COUNTY**, as described in paragraph B below of this section (IV). At the time of execution of this PROGRAM AGREEMENT, **WHATCOM COUNTY** must agree to provide, for each General ALE Parcel, a non-Federal share in an amount at least equivalent to the Federal share.

ii. For Grasslands of Special Environmental Significance (GSS) Enrollments.—The Federal share will not exceed 75 percent of the fair market value of the agricultural land easement and the non-Federal share provided by **WHATCOM COUNTY**, as described in paragraph B below of this section (IV), must comprise the remainder of the fair market value of the agricultural land easement or an amount at least equivalent to the Federal share, whichever is less. At the time of execution of this PROGRAM AGREEMENT, **WHATCOM COUNTY** must agree to provide for each ACEP-ALE GSS Parcel, a non-Federal share that meets the requirements of this section (IV).

B. The non-Federal share for an individual easement may be comprised of one or more of the following items:

1. **WHATCOM COUNTY's** contribution of its own cash resources for payment of easement compensation to the landowner, or for a buy-protect-sell transaction, the amount of the fair

market value of the agricultural land easement, less the amount of the Federal share, that is provided through the conveyance of the agricultural land easement by the eligible entity.

2. A landowner donation toward the easement value in the form of a charitable donation or a qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) that reduces the easement purchase price.
3. If taken together, items (1) and (2) are not sufficient to meet the required non-Federal share amount for that easement, **WHATCOM COUNTY** may also include the procured costs paid by **WHATCOM COUNTY** to a third-party for the provision of the following easement acquisition related reports or services that meet applicable ACEP-ALE requirements:
   i. agricultural land easement appraisal.
   ii. legal boundary survey of the easement area.
   iii. full phase-I environmental site assessment that meets the requirements of 40 CFR Part 312.
   iv. title commitment or report, title insurance, easement closing costs.
   v. baseline report.
   vi. mineral assessment.
4. If taken together, items (1), (2), and (3) are not sufficient to meet the required non-Federal share amount for that easement, **WHATCOM COUNTY** may also include **WHATCOM COUNTY's** own contribution for easement stewardship and monitoring costs in an amount up to 2 percent of the fair market value of the agricultural land easement, as determined in accordance with section VI(A)(16) and (17) below.

C. On an individual Parcel basis, **WHATCOM COUNTY** must self-certify on the appropriate Form NRCS-CPA-230, "Statement to Confirm Matching Funds" as provided by NRCS, that **WHATCOM COUNTY**'s own contributions toward items 1, 3, or 4 above have not come from additional donations, payments, loans, or fees made by or charged to the landowner (Grantor or qualified farmer or rancher) of the agricultural land easement, immediate family members of the landowner (Grantor or qualified farmer or rancher), or organizations controlled by or funded by the landowner (Grantor or qualified farmer or rancher), either through formal or informal agreements. **WHATCOM COUNTY** must provide to NRCS a completed Form NRCS-CPA-230 signed by **WHATCOM COUNTY** and the landowner prior to the closing of an easement, or an advance of the Federal share for the purchase of an easement, on the Parcel identified in an individual Parcel Contract. The appropriate version of the Form NRCS-CPA-230 must be submitted and must identify the amount and sources of the items included in the non-Federal share.

V. PAYMENT OF ACEP-ALE COST-SHARE ASSISTANCE

A. **WHATCOM COUNTY** must meet the terms and conditions set forth in this PROGRAM AGREEMENT and provide NRCS with the items identified in this PROGRAM AGREEMENT and the individual Parcel Contract in order to receive the Federal share for the purchase of an agricultural land easement on the Parcel identified in a valid Parcel Contract.

B. Pursuant to the terms of the individual Parcel Contract, **WHATCOM COUNTY** may request payment of the Federal share as reimbursement after closing of an agricultural land easement, or for standard ALE transactions only, as an advance payment prior to closing of an agricultural land easement. If an advance of the Federal share will be requested, **WHATCOM COUNTY** must submit to NRCS a complete payment request package, including all required documents, prior to closing on the agricultural land easement.

C. For any eligible procured costs as identified in section IV(B)(3) above, relied upon by **WHATCOM COUNTY** to meet the applicable minimum non-Federal share requirement as identified in section IV(A) above, **WHATCOM COUNTY** must include evidence of such procured cost amounts, including copies of paid invoices or receipts (or unpaid invoices if an advance of the Federal share is requested) as part of the payment request package submitted to NRCS.

VI. RESPONSIBILITIES

A. **ENTITY** Responsibilities:

1. **WHATCOM COUNTY** will acquire and hold agricultural land easements on eligible land with eligible landowners as identified in an individual Parcel Contract consistent with the requirements identified therein and consistent with the provisions of this PROGRAM AGREEMENT. **WHATCOM COUNTY** may conduct such activities pursuant to the 'Certified Eligible Entity' provisions of this PROGRAM AGREEMENT and associated Parcel Contracts, only if an eligible entity that is party to this PROGRAM AGREEMENT has been certified by NRCS and only for those Parcels on which such certified eligible entity is party to the individual Parcel Contract and **WHATCOM COUNTY** has designated in such Parcel Contract that the agricultural land easement will be acquired in accordance with the certified eligible entity provisions. **WHATCOM COUNTY** must be identified as a Grantee (holder) under the terms of the agricultural land easement deed.
2. An agricultural land easement deed may also include legal entities that are co-holders (identified as Grantees in the easement deed) or third-party right holders (not identified as Grantees in the easement deed). Exhibit 1 to this PROGRAM AGREEMENT specifies the requirements, limitations, roles, and responsibilities of co-holders or third-party right holders. **WHATCOM COUNTY** must list on exhibit 1 of this agreement the legal entities that may be identified as a co-holder or third-party right holder on any agricultural land easement deed that may be acquired pursuant to a Parcel Contract executed under this PROGRAM AGREEMENT. **WHATCOM COUNTY** must list the specific co-holders or third-party right holders for an individual Parcel on the individual Parcel Contract and obtain any required signatures from a sufficiently authorized representative of the legal entity as follows:

   i. All potential co-holders must be listed on and must sign Exhibit 1 to this PROGRAM AGREEMENT and any individual Parcel Contracts for Parcels on which the co-holder will be identified in the agricultural land easement deed. **WHATCOM COUNTY** will list the potential co-holders and obtain required signatures on Exhibit 1 of this agreement, at the time of execution of this PROGRAM AGREEMENT or through a subsequent amendment to this PROGRAM AGREEMENT to update Exhibit 1, prior to the execution of an individual Parcel Contract or modification thereto that identifies the listed co-holder.

   ii. **WHATCOM COUNTY** will list all potential third-party right holders on Exhibit 1, as known at the time of execution of this PROGRAM AGREEMENT. An amendment to this PROGRAM AGREEMENT to update Exhibit 1 is not required to list subsequently identified third-party right holders. All third-party right holders must be identified on the individual Parcel Contracts for Parcels on which the third-party right holder will be identified in the agricultural land easement deed. Third-party right holders may be required to sign Exhibit 1of this agreement or individual Program Contracts at **WHATCOM COUNTY** discretion.
3. **WHATCOM COUNTY** must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this PROGRAM AGREEMENT and any active Parcel Contracts executed pursuant to this PROGRAM AGREEMENT. These DUNS and SAM registration requirements also apply to all legal entities identified as co-holders (Grantees) in Exhibit 1 of this agreement.
4. The landowner is identified as the Grantor under the terms of the agricultural land easement deed. **WHATCOM COUNTY** must notify NRCS as soon as possible if there is a change in landownership after the individual Parcel Contract is executed and prior to closing on the easement. Changes to landownership prior to closing must be documented through the execution of a modification to the Parcel Contract. For a buy-protect-sell transaction, the Parcel Contract must identify as landowners the qualified farmer or rancher to whom ownership of the parcel is transferred as specified therein.
5. **WHATCOM COUNTY** must ensure that the agricultural land easements acquired with ACEP-ALE cost-share assistance provided by NRCS through a Parcel Contract and the agricultural land

easement deeds satisfy the requirements listed in items (i) through (x) below and in the applicable paragraph (6) or (7) below of this section (VI)(A):

i. Address all regulatory deed requirements identified at 7 CFR Part 1468.25(d);
ii. Address the disposition of the agricultural land easement and the Federal share in the event the agricultural land easement is ever extinguished, terminated, or condemned in whole or in part;
iii. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land and permitting the landowner the right to continued agricultural production and related uses, including where applicable, grazing uses and related conservation values, by restoring or conserving grassland;
iv. Run with the land in perpetuity or where State law prohibits or does not authorize a permanent easement, for the maximum duration allowed under State law;
v. Protect the agricultural use and future viability, and related conservation value of the Parcels by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protect grazing uses and related conservation values by restoring or conserving eligible land, including grasslands of special environmental significance;
vi. Provide for the effective administration, management, and enforcement of the agricultural land easement by **WHATCOM COUNTY** or its successors and assigns; and
vii. Permit effective enforcement of the conservation purposes of such easements;
viii. A highly erodible land (HEL) conservation plan is required pursuant to the terms of 7 CFR 1468.25(d)(9) for any portion of the Parcel that is highly erodible cropland.
ix. For ACEP-ALE-GSS enrollments: Protects the grasslands of special environmental significance as defined in 7 CFR 1468.3, by identifying in the baseline documentation report the grassland, habitat, species, sensitive natural resources or other GSS attributes identified on the Parcel;
x. Includes the required United States Right of Enforcement clause, as provided below:

Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide

advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

6. For Non-Certified Eligible Entities.—**WHATCOM COUNTY** is authorized to use its own terms and conditions in the agricultural land easement deeds so long as the agricultural land easement deed contains the "Minimum Terms for the Protection of Agricultural Use" (ALE Minimum Deed Terms). For ACEP-ALE-GSS enrollments, the grassland and GSS-specific options provided in the ALE Minimum Deed Terms addendum must be used. **WHATCOM COUNTY's** own terms and conditions in the deed may not alter or defeat the intent, purpose, or effective enforcement by the Parties of the ALE Minimum Deed Terms, ACEP, or the agricultural land easements acquired pursuant to this PROGRAM AGREEMENT.

   i. **WHATCOM COUNTY** has the following three options for ensuring the agricultural land easement deed for an individual Parcel contains the ALE Minimum Deed Terms and **WHATCOM COUNTY** must identify the selected option upon execution of an individual Parcel Contract. The selected option may be changed upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract, provided all provisions of this PROGRAM AGREEMENT and the Parcel Contract are met.

      a. Attach the ALE Minimum Deed Terms Addendum as an exhibit to the Agricultural Land Easement Deed.—Under this option, NRCS at the State level, may approve the individual agricultural land easement deed after verifying, prior to **WHATCOM COUNTY** requesting an advance of the Federal share or closing on an agricultural land easement, that **WHATCOM COUNTY** satisfies all of the following requirements:

         - The ALE Minimum Deed Terms addendum, using the version attached as an exhibit to the individual Parcel Contract, will be attached to the agricultural land easement deed at the time of closing and recordation in accordance with the 'Instructions for Appending' provided in the ALE Minimum Deed Terms addendum;
         - The terms of the ALE Minimum Deed Terms addendum are not modified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the ALE deed, baseline documentation report, Protected Property, and the Parties; and
         - The paragraph below, or equivalent paragraph contained in the version of the ALE Minimum Deed Terms addendum attached as an exhibit to an individual Parcel Contract, is inserted at the bottom of the agricultural land easement deed:

           This [INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT] is acquired with funds provided, in part, under the Agricultural Conservation Easement Program, (ACEP). The EXHIBIT ____ is attached hereto and incorporated herein by reference and will run with the land [SELECT ONE: in perpetuity OR for the maximum duration allowed under applicable State laws]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT_____ (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT_____ entitled "Minimum Terms For The Protection Of Agricultural Use" that is appended to and made a part of this easement deed.

      b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed.—Under this option, **WHATCOM COUNTY** must ensure the ALE Minimum Deed Terms, as stated in the ALE Minimum Deed Terms addendum are incorporated into the body of the agricultural land easement deed in accordance with

'Instructions for Incorporation' provided in the ALE Minimum Deed Terms addendum. The ALE Minimum Deed Terms may be formatted to select options where instructed, conform terms to deed formatting, complete terms with required information, and delete instructions to drafters. Each individual agricultural land easement deed submitted under this option must be reviewed and approved by NRCS National Headquarters (NHQ) and attached as an exhibit to the individual Parcel Contract prior to **WHATCOM COUNTY** requesting an advance of the Federal share or closing on an agricultural land easement.

c. Entity Agricultural Land Easement Deed Template Approved by NRCS.—Under this option, **WHATCOM COUNTY** may use an agricultural land easement deed template, the terms and conditions of which must address the ALE Minimum Deed Terms and be approved by NRCS NHQ prior to its use. The agricultural land easement template approved by NRCS NHQ must be attached as an exhibit to the individual Parcel Contract at the time of its execution or through subsequent modification thereto. Subsequent to the attachment of the NRCS NHQ-approved deed template as an exhibit to the individual Parcel Contract for which such template will be used, each individual agricultural land easement submitted under this option must be reviewed and approved by NRCS prior to **WHATCOM COUNTY** requesting an advance of the Federal share or prior to closing on an agricultural land easement. NRCS, at the State level, must verify, that the individual final agricultural land easement deed exactly matches the NRCS NHQ-approved template without any changes except in accordance with drafter's notes contained within the NRCS NHQ-approved template.

ii. **WHATCOM COUNTY** must provide to NRCS a copy of the agricultural land easement deed and all exhibits, including the legal description or survey, at least 90 days before the planned easement closing date.

7. For Certified Eligible Entities.—**WHATCOM COUNTY** is authorized to use its own terms and conditions for the agricultural land easement deed and is required to ensure and certify to NRCS as a condition of payment that the agricultural land easement meets the minimum conditions in section VI(A)(5) above. For standard ALE transactions, NRCS review of the agricultural land easement deed will not occur prior to payment or closing. If NRCS determines that an agricultural land easement deed fails to meet the minimum conditions in section VI(A)(5) above after **WHATCOM COUNTY** has acquired the agricultural land easement, then **WHATCOM COUNTY** must correct the agricultural land easement deed within 180 days of receiving written notice from NRCS. For buy-protect-sell transactions, each individual agricultural land easement deed must be reviewed and approved by NRCS NHQ and attached as an exhibit to the individual Parcel Contract prior to **WHATCOM COUNTY** closing on an agricultural land easement.
8. NRCS may require adjustments to the provisions identified in section VI(A)(5) above and require the addition of other provisions if NRCS determines that they are necessary to meet the purposes of ACEP and protect the conservation values of the Protected Property.
9. **WHATCOM COUNTY** must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements, and for buy-protect-sell transactions, to ensure the proper transfer of ownership of the parcel to the qualified farmer or rancher subject to the requirements set forth in this Program Agreement and in the terms of the individual Parcel Contract.
10. **WHATCOM COUNTY** must pay all costs of agricultural land easement acquisition and must operate and manage each agricultural land easement in accordance with its easement program, this PROGRAM AGREEMENT, the terms of the individual Parcel Contract, 16 U.S.C. Section 3865 et seq., and 7 CFR Part 1468. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by **WHATCOM COUNTY**.
11. NRCS will not be responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of **WHATCOM COUNTY** in connection with its acquisition or management of the agricultural land easements acquired pursuant to this PROGRAM AGREEMENT and associated, fully executed Parcel Contracts. This includes but is

not limited to acts and omissions of **WHATCOM COUNTY** agents, successors, assigns, employees, contractors, or lessees that result in violations of any laws and regulations that are now or that may in the future become applicable.

12. **WHATCOM COUNTY** must prepare a baseline documentation report documenting the condition of each Parcel as of the time the agricultural land easement is acquired and include a completed baseline documentation report in the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract. **WHATCOM COUNTY** must provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement, except for those easements being acquired under a standard ALE transaction by a certified eligible entity as identified in the individual Parcel Contract. The baseline documentation report must contain maps, full descriptions, and pictures of—

    i. the Parcel location;
    ii. existing structures and infrastructure, including barns, sheds, corrals, fences, ponds, watering facilities, and waste storage facilities;
    iii. land use, land cover and its condition, including crops and crop rotations or for grasslands, the condition of the grassland, pasture, range, hay or forest lands, and animal inventories;
    iv. any problem areas;
    v. any special features for which the Parcel is being protected, including, for ACEP-ALE-GSS enrollments, the grasslands of special environmental significance as designated in accordance with the definition in 7 CFR Part 1468.3, and the habitat, species, or sensitive natural resources that were the basis for such designation of the Parcel;
    vi. as applicable, irrigation rights and volume of irrigation water rights to be retained for the easement, and
    vii. for grasslands, any critical nesting habitat and the associated nesting seasons for grassland-dependent birds whose populations are in significant decline.

13. **WHATCOM COUNTY** must ensure completion of a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 for any portion of a Parcel that contains highly erodible cropland. The HEL conservation plan must be developed by NRCS or an NRCS-certified planner and approved by NRCS prior to closing. The development and maintenance of an agricultural land easement plan that includes a broad, comprehensive agricultural land easement plan, a grasslands management plan, or a forest land management plan, or any combination thereof, is not required unless agreed to by **WHATCOM COUNTY** as a condition of the selection of a Parcel for funding. The agricultural land easement is not required to be subject to an agricultural land easement plan with the exception that **WHATCOM COUNTY** must ensure that the agricultural land easement deed addresses compliance requirements associated with HEL conservation plans pursuant to 7 CFR Part 12. Agricultural land easement plans developed as required or agreed-to must be signed by the **WHATCOM COUNTY** and the Grantors prior to closing and a copy provided with the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract.

    For ACEP-ALE-GSS enrollments.—If **WHATCOM COUNTY** has agreed to develop and maintain a grasslands management plan, **WHATCOM COUNTY** must ensure such grasslands management plan describes the grassland resource, the management system and practices that conserve, protect, or enhance the viability of the grassland, and the habitat, species, or sensitive natural resources that were the basis of the designation of a Parcel as grasslands of special environmental significance, permissible and prohibited activities, and any associated restoration plan.

14. In acquiring agricultural land easements, **WHATCOM COUNTY** must ensure that the title to the lands or interests therein will be unencumbered or that outstanding or reserved interests are subordinated to the agricultural land easement.

    i. For Non-Certified Eligible Entities.—**WHATCOM COUNTY** and NRCS must review the title commitment to ensure there are no encumbrances that would allow uses of the property

that are not acceptable to **WHATCOM COUNTY** or NRCS. **WHATCOM COUNTY** must provide NRCS a copy of the title commitment, including a copy of documents to support each title exception, a summary of **WHATCOM COUNTY** title review findings, and any other requested documentation related to title at least 90 days before the planned easement closing date. **WHATCOM COUNTY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are not acceptable to **WHATCOM COUNTY** or NRCS. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations, and approved by NRCS and documented on Form NRCS-LTP-23, "Certificate of Use and Consent" (or successor form).

ii. For Certified Eligible Entities.—**WHATCOM COUNTY** must review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are inconsistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations. **WHATCOM COUNTY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are inconsistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations, and **WHATCOM COUNTY's** determination and basis of acceptability documented on a "Certificate of Use and Consent" (**WHATCOM COUNTY** may use Form NRCS-LTP-23) or substantively similar document. **WHATCOM COUNTY** must provide NRCS a copy of the title commitment including a copy of documents to support each title exception, a summary of **WHATCOM COUNTY** title review findings, and any other requested documentation related to title. **WHATCOM COUNTY** must provide this information to NRCS for standard ALE transactions at the time the payment request package is submitted and for buy-protect-sell transactions at least 90 days prior to the planned easement closing date.

15. **WHATCOM COUNTY** must secure proper title evidence and insurance using an American Land Title Association (ALTA) Owner's Policy with **WHATCOM COUNTY** listed as the insured on the policy and the policy issued for at least the full amount of the agricultural land easement purchase price.
16. **WHATCOM COUNTY** must obtain a determination of the fair market value of the agricultural land easement for each Parcel at its own cost using one of the methods set forth in 7 CFR Part 1468.24. Individual appraisals must be conducted by a State-certified general appraiser and must conform to the NRCS Appraisal Specifications provided as Exhibit 2 to this PROGRAM AGREEMENT and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (UASFLA). The effective date of the appraised value must no earlier than 6 months prior to the date the individual Parcel Contract is executed for the individual Parcel, or no earlier than 6 months prior to the date the individual Parcel Contract is modified to identify a substitute Parcel, and prior to the closing date of the agricultural land easement on the Parcel. Use of a fair market valuation methodology other than individual USPAP or UASFLA appraisals must be approved by NRCS in writing prior to the execution of a Parcel Contract or modification thereto for a Parcel that would rely upon such methodology.
17. **WHATCOM COUNTY** must provide the appraiser the NRCS appraisal specifications (Exhibit 2) and all of the items required to be provided by **WHATCOM COUNTY** as identified in the NRCS appraisal specifications. **WHATCOM COUNTY** must receive a separate appraisal report for each Parcel with an executed Parcel Contract. Under no circumstances may **WHATCOM COUNTY** allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.

i. For Non-certified Eligible Entities and for all Buy-Protect-Sell Transactions: **WHATCOM COUNTY** must provide NRCS a completed appraisal report at least 90 days before the planned closing of the agricultural land easement so that NRCS may conduct a technical review of the appraisal. **WHATCOM COUNTY** may not close the agricultural land easement until the technical reviewer approves the appraisal report.

ii. For Standard ALE Transactions under the Certified Eligible Entity provisions: The determination of fair market value of the agricultural land easement must meet NRCS specifications and the requirements of 7 CFR Part 1468, must be provided at the time the payment request package is submitted, and will not be reviewed by NRCS prior to payment or closing.

18. **WHATCOM COUNTY** may close on the agricultural land easement on a Parcel identified in the individual Parcel Contract, only after **WHATCOM COUNTY** has received the NRCS-signed Form NRCS-CPA-230, "Statement to Confirm Matching Funds," and except for standard ALE transactions with a certified eligible entity, only after **WHATCOM COUNTY** has been notified that NRCS has completed its reviews as identified in section VI(B) below and has received from NRCS the "NRCS Approval to Proceed with ALE Acquisition" letter. If **WHATCOM COUNTY** closes an agricultural land easement prior to the receipt of the required documents from NRCS, NRCS may decline to provide the Federal share for the agricultural land easement and may terminate the individual Parcel Contract. Due to Federal fiscal year-end accounting and reporting requirements, if possible, **WHATCOM COUNTY** should avoid closing on an agricultural land easement between the dates of August 15 and September 30 and must notify NRCS immediately of any agricultural land easements closed during this period.
19. **WHATCOM COUNTY** must provide NRCS a copy of the final recorded agricultural land easement deed and all exhibits, including the legal description or survey, a copy of the final policy of title insurance for the conveyance of the agricultural land easement, and any associated title clearance documents (e.g., recorded subordination agreements), within 30 days of easement recordation or request for reimbursement, whichever is sooner. For buy-protect sell transactions and as specified in the terms of the Parcel Contract, **WHATCOM COUNTY** must also provide required documents related to the transfer of ownership of the parcel to the qualified farmer or rancher, recorded evidence that **WHATCOM COUNTY** is a holder of the agricultural land easement, and for post-closing transfers, a copy of the title insurance policy issued for the sale of the parcel to the qualified farmer or rancher, and as requested by NRCS, any associated title documents for the period between the initial conveyance of the agricultural land easement and the completion of the buy-protect-sell transaction.
20. **WHATCOM COUNTY** may not use ACEP funds to acquire an easement on a property in which **WHATCOM COUNTY**'s employee or board member, with decision-making involvement in easement acquisition and management matters, has a property interest or whose immediate family member or household member has a property interest. **WHATCOM COUNTY** agrees to conduct itself in a manner so as to protect the integrity of the agricultural land easements it holds and avoid the appearance of impropriety or actual conflicts of interest in its acquisition and management of agricultural land easements.
21. **WHATCOM COUNTY** may not at any time, when **WHATCOM COUNTY** holds title to the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if **WHATCOM COUNTY** enters into an agreement with another entity to manage or monitor the agricultural land easement, and that entity seeks to acquire the underlying fee, **WHATCOM COUNTY** agrees to terminate immediately such agreement and arrange for an uninterested party to manage or monitor the Parcel. No individual eligible entity identified in Exhibit 1 to this PROGRAM AGREEMENT may at any time hold the agricultural land easement and the remaining fee interest in the Parcel.
22. **WHATCOM COUNTY** must implement easement enforcement procedures when a violation of the agricultural land easement is identified by or reported to **WHATCOM COUNTY**. **WHATCOM COUNTY** enforcement procedures resulting from a violation of an HEL

conservation plan may only be initiated after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR Part 12 and 7 CFR Part 614.

23. **WHATCOM COUNTY** must submit a list of all successfully closed easements on Parcels funded through individual Parcel Contracts associated with this PROGRAM AGREEMENT within 30 days of the closing date of the last Parcel.
24. At a minimum, **WHATCOM COUNTY** must monitor every agricultural land easement on an annual basis to ensure and document compliance with the easement deed provisions. Each year **WHATCOM COUNTY** must submit to NRCS the annual monitoring report for that year.
25. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR Part 1468 for the entire term of this agreement.
26. This paragraph and paragraphs 5, 10, 11, 12, 13, 19, 20, 21, 22, 23, 24, with the addition of paragraph 7 for certified eligible entities, of this section VI(A) will survive the closing of the agricultural land easement and the termination or expiration of this PROGRAM AGREEMENT.

B. NRCS Responsibilities:

1. The United States, by and through NRCS, will announce funding availability, application batching periods, publish ranking criteria, and select eligible applications for funding in accordance with published procedures.
2. NRCS will review Parcel applications submitted by **WHATCOM COUNTY,** determine eligibility, rank eligible applications, obtain and review a hazardous materials record search, conduct onsite visits, and obligate funds for individual Parcels selected for funding through the execution of individual Parcel Contracts. NRCS will prepare the individual Parcel Contract documents or modifications thereto, for review and execution by all required Parties.
3. NRCS will provide technical assistance to develop any required HEL conservation plans, and to the extent its resources allow, be available for consultation and review of any agricultural land easement plans developed by **WHATCOM COUNTY** and submitted to NRCS at least 90 days before the planned closing date of an individual Parcel.
4. After the required materials have been submitted by **WHATCOM COUNTY** and prior to closing on the agricultural land easement, NRCS will pursuant to the terms of this PROGRAM AGREEMENT and the individual Parcel Contract —

    i. For Noncertified Eligible Entities and for all Buy-Protect-Sell transactions (as designated in the individual Parcel Contract):
        a. Review the agricultural land easement deed and associated deed exhibits to ensure that they meet the requirements of this PROGRAM AGREEMENT and the individual Parcel Contract and provide **WHATCOM COUNTY** any approval instructions or items requiring resolution;
        b. Review the title documents submitted by **WHATCOM COUNTY**, provide the findings to **WHATCOM COUNTY** for information or remedy as necessary, and for noncertified eligible entities complete a Form NRCS-LTP-23, "Certificate of Use and Consent" (or successor form);
        c. Conduct a technical review of the appraisal submitted by **WHATCOM COUNTY** and provide the findings to **WHATCOM COUNTY** for information or resolution as necessary;
        d. Develop or review an HEL conservation plan on any highly erodible cropland and, if requested by **WHATCOM COUNTY** and as resources allow, review any agricultural land easement plans developed by **WHATCOM COUNTY** and identify any items for resolution to **WHATCOM COUNTY**;
        e. Review the draft baseline documentation report provided by **WHATCOM COUNTY** and notify **WHATCOM COUNTY** if additional information is needed;
        f. Review and provide notice of determination on any waiver requests submitted by **WHATCOM COUNTY** in accordance with ACEP regulations and policy;
        g. After NRCS reviews are completed and the materials are determined acceptable, provide **WHATCOM COUNTY** with an "NRCS Approval to Proceed with the ALE

Acquisition" letter and the NRCS-signed Form NRCS-CPA-230, "Statement to Confirm Matching Funds"; and

h. For pre-closing transfer buy-protect-sell transactions: Review the information submitted by **WHATCOM COUNTY** related to the transfer of ownership of the parcel to the qualified farmer or rancher and provide findings to **WHATCOM COUNTY** documenting compliance or requiring remedy.

ii. For Standard ALE Transactions under the Certified Eligible Entity provisions (as designated in the individual Parcel Contract), NRCS will review and provide **WHATCOM COUNTY** with the NRCS-signed Form NRCS-CPA-230.

5. If **WHATCOM COUNTY** requests an advance payment of the Federal share (available for standard ALE transactions only), NRCS will provide **WHATCOM COUNTY** a copy of the "NRCS Closing Agent Requirements" to be signed and returned to NRCS.
6. Prior to NRCS disbursement of funds, the NRCS State Conservationist will verify that **WHATCOM COUNTY** has provided all documentation, certifications, and information required by sections IV, V, and VI(A) above and as identified in the individual Parcel Contract. Additionally, for noncertified eligible entity transactions and for all buy-protect-sell transactions, NRCS will conduct an internal review of the payment request package in accordance with the terms of this PROGRAM AGREEMENT and the individual Parcel Contract and NRCS easement acquisition internal controls policy.
7. NRCS will certify payment and disburse funds, for Parcels with a valid, executed Parcel Contract when **WHATCOM COUNTY** has submitted all required documents and requested payment prior to the expiration date of the individual Parcel Contract and consistent with the requirements of this PROGRAM AGREEMENT and the terms of the Parcel Contract.
8. NRCS will review the annual monitoring reports provided by **WHATCOM COUNTY** to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by **WHATCOM COUNTY**
9. For Certified Eligible Entities:

   i. For standard ALE transactions, NRCS will conduct annual quality assurance reviews on at least 15 percent of the completed agricultural land easement transactions submitted for payment each fiscal year. NRCS will review the agricultural land easement deed, title clearance and final policy of title insurance, appraisal, and the baseline documentation report for every Parcel selected for quality assurance review to determine whether the agricultural land easement is valid and compliant with the terms of this PROGRAM AGREEMENT. NRCS will notify **WHATCOM COUNTY** of deficiencies in writing and provide **WHATCOM COUNTY** a specified period of time to correct the deficiencies. If deficiencies are not corrected to NRCS satisfaction, NRCS may pursue remedies including but not limited to the return of cost-share funds, decertification of **WHATCOM COUNTY**, termination of remaining Parcel Contracts, or termination of the PROGRAM AGREEMENT.

   ii. NRCS will assess **WHATCOM COUNTY** certification status pursuant to 7 CFR Section 1468.26 and the terms and conditions of this PROGRAM AGREEMENT. If during the quality assurance review or at any other time, NRCS finds that **WHATCOM COUNTY** no longer meets the criteria in 7 CFR Section 1468.26 and this PROGRAM AGREEMENT, NRCS will send written notice of proposed decertification, a list of outstanding deficiencies, and required remedies. **WHATCOM COUNTY** will be provided a specified period of time, at a minimum 180 days unless a shorter timeframe is agreed to by the Parties, to correct the deficiencies. **WHATCOM COUNTY** may contest the notice of decertification in writing to the Chief of NRCS within 20 calendar days of receipt of the notice of proposed decertification. The Chief will make a final determination and send formal notice to **WHATCOM COUNTY**. NRCS may also determine if any further administrative action is necessary, including whether suspension and debarment action under 7 CFR Part 1407 should be initiated.

10. For all buy-protect-sell transactions: NRCS will determine and document whether the buy-protect-sell transaction, which includes both the acquisition of the agricultural land easement and

NRCS Representative Initial RCAK

Entity Representative Initial SS

the transfer of ownership of the parcel to the qualified farmer or rancher, has been completed in compliance with all applicable requirements as set forth in the terms of this PROGRAM AGREEMENT and the individual Parcel Contract. NRCS will notify **WHATCOM COUNTY** of its findings including any corrective actions needed. NRCS will provide notice of the buy-protect-sell transaction final compliance and completion determination to **WHATCOM COUNTY** in writing.

VII. PUBLIC INFORMATION

A. **WHATCOM COUNTY** agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired under the framework of this PROGRAM AGREEMENT and to provide draft copies of such information to the NRCS State office for review and comment before public release.

B. **WHATCOM COUNTY** agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under section 1244 of the Food Security Act of 1985 (16 U.S.C. Section 3844) and section 1619 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. Section 8791).

VIII. GENERAL PROVISIONS

A. It is the intent of NRCS to fulfill its responsibilities under this PROGRAM AGREEMENT and specific obligations made in any individual ACEP-ALE Parcel Cost-Share Contracts entered into pursuant to this PROGRAM AGREEMENT. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS is unable to fulfill its responsibilities under this PROGRAM AGREEMENT or specific obligations made in any associated, valid Parcel Contracts because of the unavailability of funds, the affected Parcel Contracts will automatically terminate, and this PROGRAM AGREEMENT may also be terminated.

B. No assignment, in whole or in part, will be made of any right or obligation under this PROGRAM AGREEMENT without the joint approval of both NRCS and **WHATCOM COUNTY**. Nothing herein will preclude NRCS or **WHATCOM COUNTY** from entering into other mutually acceptable arrangements or agreements, except as identified in section VI(A)(20) and (21) of this PROGRAM AGREEMENT. Such documents must be in writing, must reference this PROGRAM AGREEMENT, and must be maintained as part of the official PROGRAM AGREEMENT file.

C. This PROGRAM AGREEMENT may only be amended or modified by written amendment signed by the authorized officials of the NRCS and **WHATCOM COUNTY**.

D. **WHATCOM COUNTY** agrees to give the NRCS, the Office of the Inspector General, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this PROGRAM AGREEMENT or any individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT. **WHATCOM COUNTY** agrees to retain all records related to this PROGRAM AGREEMENT or associated Parcel Contracts, as applicable, for a period of three years after completion of the terms of this PROGRAM AGREEMENT, in accordance with the applicable Office of Management and Budget circular.

E. NRCS may terminate this PROGRAM AGREEMENT if NRCS determines that **WHATCOM COUNTY** has failed to comply with the provisions of this PROGRAM AGREEMENT or if it determines that it is in the best interests of the Federal Government to terminate.

F. If any recipient of Federal funds through the Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT fails to comply with the terms and conditions of this PROGRAM AGREEMENT or such Parcel Contracts, NRCS reserves the right to wholly or partially recapture funds provided under such Parcel Contracts in accordance with applicable regulations.

G. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions (7 CFR Part 1407, as applicable)

1. By executing this PROGRAM AGREEMENT, **WHATCOM COUNTY** certifies that, to the best of **WHATCOM COUNTY**'s knowledge and belief, **WHATCOM COUNTY** and his or her principals—
   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
   ii. Have not had, within the 3-year period preceding this PROGRAM AGREEMENT, a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses set forth above in paragraph G(1)(ii) of this certification; and
   iv. Have not within the 3-year period preceding this PROGRAM AGREEMENT had one or more public contracts (Federal, State, or local) terminated for cause or default.
2. If **WHATCOM COUNTY** is unable to certify to any of the statements set forth in section VIII(G)(1) above, **WHATCOM COUNTY** must attach an explanation to this PROGRAM AGREEMENT. **WHATCOM COUNTY** must notify NRCS immediately if the circumstances supporting certification of any of such statements change or **WHATCOM COUNTY** may incur additional liability or penalties in accordance with applicable law.

H. Misrepresentation and Scheme or Device
1. An **WHATCOM COUNTY** who is determined to have erroneously represented any fact affecting a determination with respect to this PROGRAM AGREEMENT or any individual ACEP-ALE Parcel Cost-Share Contract executed pursuant to this PROGRAM AGREEMENT and the regulations applicable to such PROGRAM AGREEMENT or associated Parcel Contract, adopted any scheme or device which tends to defeat the purposes of this PROGRAM AGREEMENT or associated Parcel Contract, or made any fraudulent representation with respect to this PROGRAM AGREEMENT or associated Parcel Contract, will not be entitled to payments or any other benefits made under any individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT. **WHATCOM COUNTY** must refund to NRCS all payment received under affected Parcel Contracts executed pursuant to this PROGRAM AGREEMENT. In addition, NRCS may terminate **WHATCOM COUNTY**'s interest in all Parcel Contracts.
2. NRCS will charge interest on monies it determines to be due and owing to NRCS under this PROGRAM AGREEMENT or associated Parcel Contracts. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the *Federal Register* by the United States Department of the Treasury.
3. The provisions of this section VIII(H) above will be applicable in addition to any other criminal and civil fraud statutes.

XII. ATTACHMENTS and EXHIBITS

Exhibit 1 – Signature Page with List of Eligible Entities, and Potential Co-Holders and Third-Party Right Holders

Exhibit 2 – Appraisal – NRCS Specifications and Scope of Work for Appraisals of Real Property for ACEP-ALE

Exhibit 3 Sample "ACEP-ALE Parcel Cost-Share Contract" for individual Parcel acquisition under a Standard ALE Transaction including:
a. Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract"
b. Form NRCS-CPA-1265-Appendix, "Appendix to the ACEP-ALE Parcel Cost-Share Contract for Standard ALE transactions"
c. Form NRCS-CPA-1266, "Schedule of Acquisition for Easements"

NRCS Representative Initial _____

Entity Representative Initial _____

d. Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements"
e. Form NRCS-CPA-230E, "Statement to Confirm Matching Funds for General ALE"
f. Form NRCS-CPA-230F, "Statement to Confirm Matching Funds for ACEP-ALE-GSS"
g. Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Acquisition of Easements"

Exhibit 4 – Optional Attachments providing additional Agreement Provisions (e.g., Parameters for Substitutions, Minimum Deed Terms Addendum, or NRCS NHQ-Approved Template Deed)

IDENTIFICATION AND SIGNATURE PAGE
For
ALL ACEP-ALE PROGRAM AGREEMENT PARTIES: ELIGIBLE ENTITIES and NRCS
and Possible
EASEMENT CO-HOLDERS AND THIRD-PARTY RIGHT HOLDERS

This exhibit defines the roles and identifies the legal entities that may be party to or identified on any individual "ACEP-ALE parcel cost-share contract" (Parcel Contract) that may be entered into pursuant to this "ACEP-ALE Program Agreement" (Program Agreement). At a minimum, this exhibit and any amendments thereto must be executed as required by an appropriately authorized representative of each legal entity identified as an "eligible entity" or a "co-holder." Each Parcel Contract associated with this Program Agreement may only identify and be executed by eligible entities or co-holders that are identified on this exhibit and have executed this Program Agreement. The eligible entity and NRCS may agree to attach additional pages to this exhibit to identify additional legal entities or to further define and clarify the roles of the legal entities identified on this exhibit to the extent the further definitions and clarifications do not conflict with the provisions of the Program Agreement including all exhibits and attachments, or the terms and conditions of the individual Parcel Contracts.

Section 1:

ELIGIBLE ENTITY:

- Is considered a participant in ACEP-ALE, and therefore must meet the ACEP-ALE entity eligibility requirements as an independent[1/] or dependent[2/] eligible entity, as defined in this exhibit. At least one independent eligible entity must be identified on this exhibit.
- Must provide information to the Farm Service Agency (FSA) for entry into the Service Center Information Management System (SCIMS), or successor tool.
- All eligible entities identified in this exhibit, must have a DUNS number[3/] and be registered in SAM[4/]
- Through execution of this exhibit, eligible entities identified in this section are considered party to the ACEP-ALE Program Agreement.
- Only, eligible entities identified in this section may be party to and execute an individual Parcel Contract entered into pursuant to this Program Agreement as described below:
  - "Independent" Eligible Entities.—At least one independent eligible entity that is party to this Program Agreement must be party to and execute any Parcel Contract associated with this Program Agreement.
  - "Dependent" Eligible Entities.—Any dependent eligible entities that are party to this Program Agreement may also be party to and execute any individual Parcel Contract to which an independent eligible entity is also a party.
- Each eligible entity that is party to an individual Parcel Contract associated with this Program Agreement—
  - Must be identified as a holder (grantee) of the conservation easement deed funded through the individual Parcel Contract.
  - May receive payment of ACEP-ALE cost-share assistance provided by NRCS as the Federal share.
- This Program Agreement may be amended to identify new eligible entities but may not be amended to remove eligible entities.

ELIGIBLE ENTITY NAME	DUNS NUMBER	CHECK ONLY ONE		AUTHORIZED REPRESENTATIVE	
		INDEPENDENT ELIGIBLE ENTITY[1/]:	DEPENDENT ELIGIBLE ENTITY [2/]:	WRITTEN NAME and POSITION	SIGNATURE
Whatcom County	60044641	☑	☐	Satpal Singh Sidhu County Executive	Satpal Sidhu
		☐	☐		Approved as to Form: /s/ Royce Buckingham Senior Civil Deputy
		☐	☐		Prosecuting Attorney
		☐	☐		

Section 2:

CO-HOLDER:

- Is any legal entity identified as a co-holder (grantee) on an individual conservation easement deed that will be held by an eligible entity that is party to this Program Agreement and identified in section 1 above.
- Is not considered a participant in ACEP-ALE, and therefore is not required to meet the ACEP-ALE entity eligibility requirements.
- May **not** receive a direct payment of ACEP-ALE cost-share assistance from NRCS, however is considered a beneficiary of those Federal funds, and therefore must have a DUNS number[3/] and be registered in SAM[4/].
- Must provide information to the FSA for entry into the SCIMS, or successor tool.
- This exhibit, or amendments thereto, must identify all legal entities that may serve as a co-holder and must be executed by a sufficiently authorized representative each legal entity.
- Through execution of this exhibit, or amendments thereto, co-holders acknowledge the terms and conditions of this Program Agreement.
- Any co-holder identified in this section may be identified on and signatory to an individual Parcel Contract associated with this Program Agreement.
- Each co-holder identified on an individual Parcel Contract:
  - Must be identified as a grantee (co-holder) of the conservation easement deed funded through the individual Parcel Contract.
  - Must have a sufficiently authorized representative sign the individual Parcel Contract on which that co-holder is identified.
- This Program Agreement must be amended to add any co-holders identified after the execution of this Program Agreement and prior to the execution of any associated individual Parcel Contracts on which that co-holder is identified.

CO-HOLDER ENTITY NAME	DUNS NUMBER	CHECK ALL THAT MAY APPLY [5/]						SIGNATURE OF AUTHORIZED REPRESENTATIVE
		Acquisition	Enforcement	Monitoring	Funding	Third Party[6/]	Other	
Whatcom Land Trust	965690506	✔	✔	✔	☐	☐	☐	
		☐	☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	☐	

Section 3:

THIRD-PARTY RIGHT HOLDER:

- Is any legal entity identified as a third-party right holder (**not** a grantee) on an individual conservation easement deed that will be held by an eligible entity that is party to this Program Agreement and identified in section 1 above.
- Is not considered a participant in ACEP-ALE, and therefore is not required to meet the ACEP-ALE entity eligibility requirements.
- May not receive a direct payment of ACEP-ALE cost-share assistance from NRCS, is **not** considered a beneficiary of those Federal funds, and therefore is **not** required to have a DUNS number[3/] and be registered in SAM[4/].
- This exhibit must identify all legal entities that may serve as a third-party right holder as known at the time of execution of this Program Agreement.
- The eligible entity may elect to require third-party right holders to sign this exhibit, or amendments thereto, acknowledging they have received a copy of the terms of the Program Agreement.
- Any legal entity identified as a third-party right holder on this exhibit may be identified on an individual Parcel Contract associated with this Program Agreement.
- Each third-party right holder (including those not identified in this exhibit) that will be identified in the conservation easement deed funded through the individual Parcel Contract:
  - Must **not** be identified as a grantee (co-holder) on the conservation easement deed.
  - Must be identified on the conservation easement deed as a holder of a third-party right.

- Must be identified on the individual Parcel Contract for that Parcel.
- Is not required to sign any Parcel Contracts associated with this Program Agreement unless required by the eligible entity.

- An amendment to this Program Agreement is **not** required to add third-party right holders identified after the execution or amendment of this Program Agreement, however all third-party right holders must be identified on the individual Parcel Contracts for the parcels on which the third-party right holder will be identified in the conservation easement deed.

THIRD-PARTY RIGHT HOLDER ENTITY NAME	DUNS NUMBER (Optional)	CHECK ALL THAT MAY APPLY [5/]					SIGNATURE OF AUTHORIZED REPRESENTATIVE (Optional)
		Acquisition	Enforcement	Monitoring	Funding	Other	
Washington Recreation & Conservation Office	088405852	☐	☐	☐	☑	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	

Section 4: Definitions and Requirements

[1/] An INDEPENDENT ELIGIBLE ENTITY means an entity that NRCS has determined meets all ACEP-ALE statutory, regulatory, and policy requirements of an eligible entity, including but not limited to the following:

Statutory Requirements (see 16 U.S.C. Sec. 3865a(2)):

The term "eligible entity" means—

(A) an agency of State or local government or an Indian Tribe (including a farmland protection board or land resource council established under State law); or

(B) an organization that is—

(i) organized for, and at all times since the formation of the organization has been operated principally for, one or more of the conservation purposes specified in clause (i), (ii), (iii), or (iv) of section 170(h)(4)(A) of title 26;

(ii) an organization described in section 501(c)(3) of title 26 that is exempt from taxation under section 501(a) of title 26; or

(iii) described in—

(I) paragraph (1) or (2) of section 509(a) of title 26; or

(II) section 509(a)(3) of title 26 and is controlled by an organization described in section 509(a)(2) of title 26.

Regulatory Requirements (see 7 CFR Sec. 1468.3 and 7 CFR Sec. 1468.20):

Section 1468.3

Eligible entity means an Indian Tribe, State government, local government, or a nongovernmental organization that has a farmland or grassland protection program that purchases agricultural land easements for the purposes of protecting—

(1) The agricultural use and future viability, and related conservation values, of eligible land by limiting non-agricultural uses of that land that negatively affect the agricultural uses and conservation values, or

(2) Grazing uses and related conservation values by restoring and conserving eligible land.

Section 1468.20(b)

In addition, eligible entities interested in receiving ACEP–ALE funds must provide NRCS sufficient evidence of—

(i) A commitment to long-term conservation of agricultural lands;

(ii) A capability to acquire, manage, and enforce easements;

(iii) Sufficient number of staff dedicated to monitoring and easement stewardship; and

(iv) The estimated easement and related costs and the anticipated sources of funding sufficient to meet the non-Federal share requirements for each parcel.

(v) For individual parcels on which the eligible entity's own cash resources will comprise less than 10 percent of the fair market value of the agricultural land easement for payment of easement compensation to the landowner, the eligible entity must provide NRCS specific evidence of funding available to manage, monitor, and enforce the easement.

[2/] A DEPENDENT ELIGIBLE ENTITY means an entity that NRCS has determined meets all of the ACEP-ALE statutory requirements of an eligible entity but may not meet one or more of the regulatory or policy requirements at the time the Program Agreement is executed. A dependent eligible entity may only be party to a Program Agreement and any associated individual Parcel Contracts to which an independent eligible entity is also party.

[3/] All eligible entities and co-holders must provide and maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS).

[4/] All eligible entities and co-holders must meet the central contractor registration requirements through the System for Award Management (SAM) or successor registry. Registration in SAM must be maintained for the duration of the Program Agreement and any associated individual Parcel Contracts. Eligible entities and co-holders must renew their SAM registration annually and must not allow their registration to lapse or expire prior to renewal.

[5/] A co-holder or third-party right holder may assist in the performance of the identified functions; however, the eligible entity retains primary responsibility for all functions related to compliance with the terms and conditions of the Program Agreement and associated Parcel Contract, as well as the acquisition, monitoring, and enforcement of each agricultural land easement acquired pursuant to such Parcel Contracts.

[6/] A legal entity identified in section 2 above as a co-holder, may also identify in section 2 above that they may be a third-party holder for some easement transactions, and such legal entity does not also have to be identified in section 3 above. The role of that legal entity as either a co-holder or a third-party holder will be specified on the individual Parcel Contract for the acquisition of the agricultural land easement on the identified parcel.

NRCS Approving Official Signature	
NRCS State Conservationist Signature	Date
Roylene Comstock-Wright	4/19/2022

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-105

File ID:	AB2022-105	**Version:**	1	**Status:**	Agenda Ready
File Created:	02/03/2022	**Entered by:**	CHalka@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Presentation		
Assigned to:	Council Public Works & Health Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Presentation of final report for the COVID-19 Pandemic Response Review project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation of final report for the COVID-19 Pandemic Response Review project

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Final Report

BERK

Phone: (206) 324-8760
2200 Sixth Avenue, Suite 1000
Seattle, WA 98121
www.berkconsulting.com

MEMORANDUM

DATE: September 7, 2022

TO: Whatcom County Council

FROM: Brian Murphy, Project Manager and Katherine Goetz, Lead Analyst

RE: Summary of Final Draft of COVID-19 Review

This Final Draft of our COVID-19 Review incorporates comments from the Council Committee work session on June 21, 2022. A summary of the changes is provided below. This memo also responds to the two items requested at the work session in the numbered sections below:

1. "Broad data of the report and the basis for the recommendations, specifically as it applies to the Health Board make-up."
2. "A review of the scope of work to make sure they have accomplished helping Whatcom County to be ready for the next emergency."

Summary of Additional Recommendations in Final Draft Report

We have added 10 recommendations in the areas of Planning, Training, and Exercises; Policy Roles and Responsibilities; Staffing; and Information Management. One item that was included in the June 15, 2022 Draft Report as a general consideration has been changed to a formal recommendation. These new recommendations are intended to help Whatcom County be prepared for a broad range of future emergencies by further clarifying roles and improving information sharing. Recommendations added to this Final Draft are listed below (gaps in the numbering sequence are because these new recommendations are interspersed with recommendations from the first Draft Report).

Planning, Training, and Exercises.

- **Recommendation #2.** Address inconsistencies in the Comprehensive Emergency Management Plan (CEMP) and County Code, such as who has authority in the absence of the County Executive and who will serve as the lead agency for specific disasters. Clarify the distinction between who has authority in the absence of the County Executive and who has delegated authority to manage government functions.

Policy Roles and Responsibilities.

- **Recommendation #8.** The respective leaders of public health and emergency management should determine how they will work together and be supportive of their mutual working relationship. All levels of County leadership must work to establish healthy working relationships during non-disaster times so that trust between organizational elements exist when disasters do strike.

- **Recommendation #11.** Councilmembers have a role during disasters and can help the County be successful in establishing unity of effort. As the Executive provides situation reports and updates, the Council can help keep constituents informed and collect information from them to assist the Executive in response efforts. However, it is important that everyone stay in their lane and do not leak information prematurely or make promises that cannot be realized. Sharing information before a course of action is developed, adopted, and implemented can create a situation that leads to confusion, contributes to distrust, and can cause unforeseen challenges.
- **Recommendation #13.** Explore the use of different models for ECC organization depending on the type of disaster. If a future disaster is similar in scope and breadth to the COVID-19 pandemic, the Departmental Structure model is recommended.
- **Recommendation #14.** During training, the ICS Command and General Staff Section Chiefs should meet with the WUC Policy Group and clearly discuss roles and responsibilities, to include what types of issues will be escalated to the Executive Policy Group.
- **Recommendation #15.** Expand the WUC Policy Group and come to a clear understanding of which issues will be forwarded to that group for a decision. It is essential that the individuals serving on this board recognize the need to work together toward a common goal.

Staffing.

- **Recommendation #19.** The County Executive should take more a direct leadership role during a declared disaster and direct departments to support the ECC as needed. Departments must designate multiple individuals to be their ECC representatives. These representatives must have authority to commit resources from the department to support the disaster response. These representatives must also have a direct communications channel back to their department directors. The representatives must then attend monthly training sessions and participate in exercises so that they are familiar with ECC operations and can be effective when responding.
- **Recommendation #23**. Evaluate the costs and benefits of repositioning the emergency management function outside the Sheriff's Office. It may be its own department under the County Executive, added to a department that provides countywide services, or an entity that serves the emergency management needs of all communities in Whatcom County.

Information Management.

- **Recommendation #28.** Improve incident information sharing by establishing a Situation Report (SITREP) format and distributing it widely during events. A SITREP should be produced each 24-hour period at minimum. Its purpose is to share information about an incident including the impacts of the disaster and how agencies are responding. Councilmembers and others responding to the disaster should receive a copy of the daily SITREP.
- **Recommendation #30.** Provide training and exercises to department Public Information Officers so they understand the functions of the JIC and they role they will play. PIOs working in the JIC need to come from County departments and may benefit from mutual support from PIOs and communications staff from other public agencies and even business when appropriate. It may be necessary to augment the public information function with County staff who are not PIOs but have skills and abilities that are complementary to the work of the JIC.

1. Basis for Health Board Recommendation

In the Final Draft report, we recommend changing the composition of the Health Board to align with recent changes to state statute (RCW 70.05.035). Changing the Health Board composition could address two challenges raised by stakeholder interviews:

- A lack of clarity around the role of the Health Board in comparison to the role of the County Council.
- A need for expertise to oversee the public health aspects of the pandemic response.

As shown in Exhibit 1, there is no "one-size-fits-all" approach to the health board composition. Some boards are composed of only county councilmembers or commissioners. Some boards include elected officials from cities within the county and five listed below include non-elected officials.

The framework in Exhibit 2 provides a way to evaluate maintaining the existing Health Board membership or expanding the membership. A check mark denotes the option meets the criteria, or in some cases has advantages. Expanded membership provides advantages in alignment with state legislation, clarity of roles, and practical feasibility. If the Health Board maintains its composition, the current Public Health Advisory Board (PHAB) would require nine to 21 members and undertake additional functions. Health Department staff would have to support both the PHAB in its expanded role and the Health Board, rather than one entity.

If the County decides to maintain the existing Health Board, these criteria can provide a guide to address the challenges experienced during the pandemic. To achieve clarity of roles, the Health Board can clearly define its responsibilities in County Code. It can work in closer collaboration with the PHAB to bring subject matter expertise into Health Board discussions.

Exhibit 1: Health Board Composition in Select Counties.

County or Health District	2022 Estimated Population	Health Board Composition
Benton-Franklin Health District	312,050	6 members: 3 Benton County commissioners, 3 Franklin County commissioners.
King County*	2,317,700	16 members: 3 County councilmembers, 3 Seattle City councilmembers, 2 suburban city elected members, 8 non-elected officials (as of January 1, 2023).[1]
Kitsap County	280,900	7 members: 3 Kitsap County commissioners, 4 mayors/deputy mayors of cities within the county. Will be expanded to 10 positions, changing to 5 elected officials, 2 tribal representatives, and 3 community representatives.[2]
Skagit County	131,250	3 members: 3 elected Skagit County commissioners.
Snohomish Health District*	847,300	15 members: 5 County councilmembers, 10 city elected officials.
Tacoma-Pierce County*	937,400	8 members: 3 County councilmembers, 1 Tacoma City Council appointee, Mayor of Tacoma, County Executive, 1 member from the County Cities and Towns Association, 1 member from the County Medical Society.
Thurston County	300,500	3 members: 3 Thurston County commissioners. Will be expanded to 8 members, adding 1 elected city official, 1 tribal representative, 3 community representatives.[3]
Whatcom County*	**231,650**	**7 members: 7 County councilmembers**
Yakima County	259,950	7 members: 3 Yakima County commissioners, 2 city representatives, 2 citizen representatives. Expanded to 9 members, adding 2 community representatives.[4]

** Denotes a Home Rule County.*
Sources: Office of Financial Management, 2022; County and Health District websites, 2022; BERK 2022.

[1] https://kingcounty.gov/depts/health/board-of-health.aspx.

[2] https://kitsappublichealth.org/about/board_expansion.php.

[3] https://www.thurstoncountywa.gov/bocc/pages/bohexpansion.aspx.

[4] https://www.yakimaherald.com/news/local/yakima-county-commissioners-expected-to-appoint-new-health-board-members-tuesday/article_05478ff6-605b-5531-96c8-6e38e6079db8.html.

Exhibit 2: Evaluative Criteria for Health Board Decision.

Category	Evaluative Criteria	Maintain Existing Health Board	Move to Expanded Membership
Alignment with State Legislative Intent	Does the Board have subject matter expertise?		✓
	Is the Board broadly representative of the community?	✓	✓
Clarity of Roles	Is it clear the Board is a distinct body?		✓
Accountability	Can the Board be held accountable by the public?	✓	
Practical Feasibility	Can Board positions be consistently filled?		✓
	Can the Board be staffed and supported?		✓

2. Scope of Work Review

Most recommendations in the Final Draft Report can be applied to most emergencies and will help the County prepare for a wide range of potential circumstances. There are some findings and recommendations in the Final Draft, such as changing the Health Board composition, that are specific to the COVID-19 pandemic and may not have surfaced in a different emergency. Exhibit 3 lists our recommendations and notes which will help the County prepare for a broad range of potential future emergencies, and which are unique to a pandemic response.

Exhibit 3: Applicability of Recommendations

Recommendation	Applicable to Most Emergencies	Applicable to Pandemic Response in Particular
1. Update the CEMP to ensure it complies with current federal and state requirements. Consider using Washington State Emergency Management Division (EMD) assistance, either on-line tools or technical support. Add a Pandemic Annex.	✓	
2. Address inconsistencies in the CEMP and County Code regarding authority in a disaster and line of succession.	✓	
3. Review and update Continuity of Operations Plans annually with particular attention to orders of succession and delegations of authority whenever personnel changes affect key positions.	✓	
4. Develop and update plans, procedures, and job aids to build a stronger capability to respond to and recover from disasters. Conduct training and exercise programs for all levels from elected officials to all those working within or supporting unified commend.	✓	
5. If the County continues to use Incident Command System (ICS), a much more concerted effort must be established to implement ICS at the Emergency Command Center (ECC). To do so will require representation from all the County departments, as well as other agency representatives and volunteers, with multiple individuals being trained to a much higher level of proficiency than that which was experienced in the pandemic response.	✓	
6. Ensure job aids, videos, or other just-in-time training materials are available to orient first-time responders to the facility, processes, and their assigned positions.	✓	
7. Conduct training for councilmembers, elected officials, and department heads on crisis communications.	✓	

Recommendation	Applicable to Most Emergencies	Applicable to Pandemic Response in Particular
8. Establish healthy working relationships between county leaders during non-disaster times so that trust between organizational elements exists when disasters do strike.	✓	
9. Councilmembers should not work or drop by unannounced at executive work areas, including the ECC, during disasters. Protocols should be established, and appropriate training delivered.	✓	
10. Review the language in the County Code to define the Health Board's powers and responsibilities clearly. Include elected officials in disaster preparedness training and exercise activities to include roles and responsibilities during disasters.		✓
11. Councilmembers can help the county be successful in establishing unity of effort. If the Executive provides situation reports and updates, the council can help keep constituents informed and collect information from them to assist the Executive in response efforts.	✓	
12. Expand Health Board membership to include representatives from public health/medical fields. Consider adding elected officials from cities. Update Whatcom County Code to reflect changes.		✓
13. Explore the use of different models for EOC organization depending on the disaster. If a future disaster is similar in scope and breadth to the pandemic, a Departmental Structure model is recommended.	✓	
14. During training, the ICS Command and General Staff Section Chiefs should meet with the WUC Policy Group and clearly discuss roles and responsibilities, to include what types of issues will be escalated to the policy group.	✓	
15. Expand the WUC Policy Group and come to a clear understanding of which issues will be forwarded to that group for a decision.	✓	
16. Establish one organizational structure for the response effort. Once that executive-level decision is made, individual departments need to work together within that unified structure toward common goals.	✓	

Recommendation	Applicable to Most Emergencies	Applicable to Pandemic Response in Particular
17. Develop and practice a virtual operational capability and develop social distancing guidelines in the ECC. If space becomes an issue, consider some functions that may be able to work off-site or remotely.	✓	✓
18. Use common terminology for the emergency coordination center. Choose the name and refer to the facility by that name in documentation, training, exercises, and incidents.	✓	
19. The County Executive should take more a direct leadership role during a declared disaster and direct departments to support the ECC as needed.	✓	
20. Elected officials are not only accountable to constituents but must be leaders and cheerleaders to county employees.	✓	
21. Maintain Health Department staffing at levels able to perform mandated requirement as well as support community expectations will benefit Whatcom County as they recover from this disaster.		✓
22. Add one public information position and one planning position to the emergency management staff.	✓	
23. Evaluate the costs and benefits of repositioning the emergency management function outside the Sheriff's Office.	✓	
24. Conduct training on emergency procurement policies and procedures.	✓	
25. Health Board / Council members should consider alternatives to standard procedures when a timelier model will improve disaster response.	✓	
26. Public Health should develop and then achieve concurrence on a policy regarding sensitive health information.		✓
27. Develop procedures to ensure appropriate personnel receive information that keeps them informed.	✓	
28. Improve incident information sharing by establishing a Situation Report (SITREP) format and distributing it widely during events.	✓	
29. Establish a single JIC that is managed by a single individual. Develop procedures, train to them, and exercise them.	✓	

Recommendation	Applicable to Most Emergencies	Applicable to Pandemic Response in Particular
30. Provide training and exercises to department Public Information Officers so they understand the functions of the JIC and they role they will play.	✓	

Whatcom County Council

COVID-19 Review

FINAL DRAFT | SEPTEMBER 7, 2022



BERK

Handling Instructions

The title of this document is Whatcom County COVID-19 Review.

The information in this document is unclassified.

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Executive Summary

Context and Purpose of this Report

The COVID-19 pandemic is a historic crisis that challenged every community. Communities around the globe worked to respond to the pandemic in an environment of tremendous uncertainty. The response effort also lasted longer than anyone could have predicted and stretched local staff resources to the limit.

This report is a review of Whatcom County's response to the COVID-19 pandemic and was requested by the County Council. The purpose of this report is to help improve the County's response to future disasters. As of the date of this report, the Whatcom County Health Department continues to respond to the COVID-19 pandemic, though is transitioning to a sustainable, longer-term response. The time period covered in this review is January 1, 2020 through July 31, 2021. This report focuses on roles, responsibilities and authorities, operational coordination, planning efforts before and during the response, and information sharing both internally with County staff and externally with the public. It does not discuss other topics in-depth, including testing or vaccination programs, the ability of portions of the County workforce to work remotely, economic recovery, the acquisition and distribution of personal protective equipment, and other aspects of the response. An additional element of this report is a summary of pandemic-related spending during the review period.

The consulting team used the following inputs to generate this report:

- Review of documents such as pre-disaster plans; daily situation reports; County Council, Health Board, and Public Health Advisory Board meeting minutes; and Council policies.
- In-depth interviews conducted with 24 employees and stakeholders who were key participants in the response.

Incident Overview

The Whatcom County Health Department learned of the novel coronavirus called SARS-CoV-2 in late 2019 and began planning for a local response. When SARS-CoV-2 arrived in Washington State, the County Health Department was leading the response effort, in accordance with the Whatcom County Comprehensive Emergency Management Plan. The first case of COVID-19 in Whatcom County was detected on March 10, 2020. On that same date, the County Executive signed a Proclamation of Emergency that provided financial and operational authority to the Health Officer and the Director of Emergency Management (see Appendix C: Proclamation of Emergency).

On March 10, 2020, the Whatcom County Health Board passed a motion that recommended that the County Executive direct the Health Department to transition from the current Incident Command Structure (ICS) to Unified Command. Whatcom Unified Command (WUC) was established, with representatives from the City of Bellingham, Whatcom County Health Department, and Whatcom County Sheriff's Office Division of Emergency Management as incident commanders. WUC worked from the Emergency Coordination Center (ECC) from mid-March 2020 throughout much of 2021, with staffing expanding and contracting throughout the incident. In March and April 2020, individuals staffing the Incident Commander

(IC) position changed often due to shift rotations. A single Incident Commander was hired in mid-April 2020 to provide consistent staffing for the position and to provide a single point of contact for the Unified Command Executive Board, which took on the role of making policy decisions for response efforts.

During the first few months of 2020, there was a disconnect between leadership in the Health Department and leadership in WUC that centered on decision-making and authority. The IC position was staffed by individuals who understood concepts of the Incident Command System (ICS) but had no public health subject matter expertise, which caused concerns among Health Department leadership given the public health focus of the event. Though Unified Command was in place, the Health Department maintained its own Incident Command operations in a separate building. From the Health Department's perspective, the primary mission of the response was preventing spread of the disease and reducing mortality. WUC had additional missions such as coordinating an isolation and quarantine facility, collecting and distributing donations, and reducing the economic impact of the pandemic on the community.

Roles and Responsibilities

There were several elected and appointed groups and individuals who played essential roles in the response effort. Many of these individuals were new in their roles in early 2020. Interviews revealed that roles, responsibilities, and authorities were not always clearly understood or followed. A description of key roles is provided in the report for context and as a basis for recommendations.

Observations

Despite organizational challenges in the first few months of 2020, interviews and documents revealed several areas of success in the response effort. Overall, Whatcom County's response had a positive effect on health outcomes, with the County experiencing **the seventh-lowest mortality rate of Washington's 39 counties.**[1]

Additional noted successes include:

- **Adaptation to hybrid work.** Many other jurisdictions struggled to adapt operations to a hybrid work environment. Interviewees noted that this worked well at the County and department heads were given latitude to adjust business operations as needed.
- **Volunteers, donations, and personal protective equipment (PPE).** WUC successfully mobilized and coordinated volunteers and set up an effective donations process. Interviewees noted no concerns with meeting their PPE needs.
- **Regional collaboration.** Small cities in the county appreciated the amount of communication and coordination during the response. The City of Bellingham and the County worked together to move a drop-in center for people experiencing homelessness. The County and cities also coordinated on the use of federal relief funding. An employer support task force, led by the Public Health Advisory Board, provided guidance to businesses to safely reopen. An international task force worked to

[1] Washington State Department of Health COVID-19 Data Dashboard; Washington State Office of Financial Management April 1, 2021 Population Estimates.

provide services to Point Roberts and address other needs during the border closure. A resilience fund established by the Whatcom Community Foundation prior to the pandemic provided an avenue to quickly fund elements of the response.

Opportunities for improvement center around four themes:

- **Clarity of roles, responsibilities, and authorities.** One key sentiment that dominated stakeholder interviews was the impression that roles, responsibilities, and authorities were not clearly defined and were not clear to participants in the response effort. Some participants went outside of their roles, as established by code or pre-event plans. Some interviewees also noted their financial authority was not consistent during the long response effort and they did not have the ability to respond as quickly as desired.
- **Information sharing.** Expectations around information sharing and maintaining situational awareness with policymakers were unclear. Information was shared outside of normal channels, which led to a lack of trust among participants.
- **Training and exercises.** While many County staff had engaged in emergency response or ICS training prior to the emergency, many others who participated in the response did not have sufficient training to perform their role in WUC. Community-wide training or exercises had not been conducted prior to the pandemic. Using ICS effectively requires planning and training at all levels and a commitment from County departments to participate in pre-disaster exercises.
- **Consistent support for the response effort.** In March and April 2020, WUC had rotating incident commanders, which created confusion and resulted in an inconsistent decision-making process. WUC relied heavily on volunteers and outside partners, such as staff from the local oil refineries, who had significant training in emergency response. By the summer of 2020, many individuals in key positions were called back to their home department, leaving WUC understaffed.

Recommendations

The following recommendations are in direct response to the opportunities for improvement described above. These recommendations are described in more detail in the report.

- **Planning, Training, and Exercises.** Review and update departmental Continuity of Operations Plans regularly, paying particular attention to orders of succession and delegations of authority whenever personnel changes affect key positions. Develop and update plans, procedures, and job aids to build a stronger capability to respond to disasters. Conduct training and exercise programs for staff who could potentially work in WUC. Ensure just-in-time training materials are available to orient first-time responders to the facility, processes, and their assigned positions. Clarify the line of succession and the lead agency for specific disasters in plans and County Code.
- **Policy Roles and Responsibilities.** Include councilmembers in training and exercises and provide training on crisis communications. Expand the membership of the Health Board to include members with public health expertise and representatives from cities within the county. Ensure all participants in a response effort are working within a unified structure toward common goals. Consider alternative models for managing the ECC depending on the type of disaster. Discuss roles and

responsibilities of those in command positions and what types of issues will be escalated to the policy group.

- **Staffing.** Add positions to the Division of Emergency Management to support public information and planning. Ensure Health Department staffing remains at a level to appropriately support the ongoing response to the pandemic. Evaluate the costs and benefits of repositioning the emergency management function within the County organization.
- **Financial Authority During Disasters.** Clarify the policies and procedures around emergency procurement with Finance Department staff as well as those working in WUC Finance Section, which would result in a more streamlined and efficient response.
- **Information Management.** Develop protocols for sharing confidential and sensitive information, including distribution guidelines. Establish a Situation Report and distribute it widely during events. Establish a single Joint Information Center (JIC) that is managed by a single individual. Develop JIC procedures, train to them, and exercise them.

Preparing for the Future

Emergency management has become a more prominent government function during the last several years with the arrival of a pandemic disease and increased weather incidents. As Whatcom County grows and evolves, it must build a strong, vibrant framework to respond to such events. Unity of effort is a key component of ICS and is often the determining factor between a successful operation and one that is awkward and contentious.

The recommendations in this report focus on building internal County capacity to prepare for future disasters. County emergency management staff can also build stronger relationships with non-profit and private organizations to have a larger support network in a future response effort. Training and exercises can extend to these organizations and County staff can be trained on effectively using volunteers.

As the County prepares for future disasters, it should focus on building a robust organizational structure to avoid the confusion experienced in the first few months of the COVID-19 response. Having a strong emergency response and practiced framework will enable leaders to coordinate public resources and effectively draw on the support of an engaged community.

It is clear that the County is supported by committed leaders and dedicated staff. Focusing on the maturation of the County's response framework will enable these leaders and staff to respond to future events even more effectively.

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Introduction

Purpose and Scope of Review

The Whatcom County Council approved Ordinance 2021-045 in July 2021 to direct a review of the County's response to the COVID-19 pandemic.[2] The ordinance calls out five primary areas to review: the membership of the County Health Board, Unified Command, the County Emergency Management Plan, County policy related to communications with the public, and the expansion of the designated senior County emergency advisory positions and the community sectors represented. An additional element of this report is a summary of pandemic-related spending during the study period. This report focuses on roles, responsibilities and authorities, operational coordination, planning efforts before and during the response, and information sharing both internally and externally with the public. It does not discuss other topics in-depth, including testing or vaccination programs, the ability of portions of the County to work remotely, the acquisition and distribution of personal protective equipment, and many other topics.

Whatcom County hired BERK Consulting, Inc., partnered with Eric Holdeman and Associates (EHA), to review the response effort and develop recommendations. The timeframe covered in this report is January 1, 2020 to July 31, 2021 and draws on the following inputs:

- Review of documents such as pre-disaster plans; daily situation reports; County Council, Health Board, and Public Health Advisory Board meeting minutes; and Council policies. Many of these documents were provided by Whatcom County staff, available online, or accessed using the County's Incident Action Plan (IAP) software.
- In-depth interviews conducted with 24 employees and stakeholders who were key participants in the response. Interviews were conducted virtually using Microsoft Teams and lasted approximately 60 minutes. Interviewees received questions prior to the interview. Follow-up questions and clarification of information were accomplished in writing or during additional conversations.

This report is organized into the following sections: Introduction, Roles and Responsibilities, Observations, Recommendations, Considerations for the Future, and Appendices with supplemental information including a summary of pandemic-related spending.

Whatcom County – General Information

Whatcom County is in the northwest corner of Washington State. Its borders are Canada to the north, Skagit County to the south, Okanogan County to the east, and the Salish Sea to the west. At 2,107 square miles in size, Whatcom County is the 12th largest county in Washington by total area, though about two-thirds of the land is part of either the Mt. Baker National Forest or the North Cascades National Park. The County seat, Bellingham, is the largest city in Whatcom County with about 40% of the county's total population of 226,847. Median household income in the county is $65,420.[3]

[2] The ordinance establishing an independent review of the community response to the COVID-19 pandemic is Ordinance 2021-045, adopted on July 13, 2021. It was subsequently amended by Ordinances 2021-064 and 2022-019.

[3] 2020 American Community Survey 5-year Estimates.

Whatcom County operates under a Home Rule Charter adopted by the voters of the County in 1978. The County Council, which consists of five members elected by districts and two members at large, is the policy-determining and legislative body of the County. The Council levies taxes, appropriates revenues, and adopts budgets for the County. The County Executive is an elected position, whose responsibilities include recommending an annual budget to County Council and supervising administrative offices and executive departments.[4]

The Whatcom County Sheriff is an elected position and has been designated as the Emergency Management Director by the County Executive by Ordinance 1989-115 and in accordance with RCW 38.52. Emergency Management is a division within the Sheriff's Office. Interlocal agreements for the provision of many emergency management services are in place with all incorporated cities within the county except for the City of Bellingham, which has its own emergency management program.

The Whatcom County Health Department is housed in the executive branch of the County government, with the Health Director in charge of operational and administrative functions. The Health Officer is a separate position appointed by the County Executive that has specific powers and duties as described in the Roles and Responsibilities section of this report.

National Incident Management System (NIMS)

The National Incident Management System (NIMS) guides all levels of government, nongovernmental organizations, and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS defines operational systems that guide how personnel work together during incidents. [5]

One component of NIMS is the Incident Command System (ICS), which is a standardized approach to the command, control, and coordination of on-scene incident management that provides a common hierarchy for staff representing multiple organizations. ICS specifies an organizational structure for incident management that integrates and coordinates a combination of procedures, personnel, equipment, facilities, and communications. Using ICS for every incident helps hone and maintain skills needed to coordinate efforts effectively. ICS is used by all levels of government as well as by many NGOs and private sector organizations. ICS applies across disciplines and enables incident managers from different organizations to work together seamlessly. This system includes five major functional areas: Command, Operations, Planning, Logistics, and Finance/Administration.

ICS is used throughout Washington State and must be addressed in Comprehensive Emergency Management Plans for local jurisdictions.[6] Whatcom County receives preparedness grants from the Federal Emergency Management Agency (FEMA) that are passed through Washington State Emergency Management Division. These include Emergency Management Preparedness Grant (EMPG) and State Homeland Security Program (SHSP) grants. As recipients and subrecipients of federal preparedness

[4] Whatcom County Charter, Sections, 2.20 and 3.22.

[5] National Incident Management System, Third Edition, October 2017. https://www.fema.gov/sites/default/files/2020-07/fema_nims_doctrine-2017.pdf.

[6] RCW 38.52.070(1).

grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all NIMS components.[7]

Incident Summary

The first reported cases of COVID-19, a disease caused by a new coronavirus, were found in China in late 2019. By January 2020, the virus had spread to many countries, including the United States. One of the first patients in the US lived in nearby Snohomish County. Epidemiologists noted that the virus appeared to be highly transmissible and its impact on certain groups such as the elderly or those with compromised immune systems resulted in unusually high levels of hospitalization and death.

The Health Department began addressing the public health crisis that was materializing throughout the world in late 2019. Given the health-related nature of the emergency, when COVID-19 arrived in Washington State, the County Health Department was named lead agency to lead the response effort, in accordance with the Whatcom County Comprehensive Emergency Management Plan. The virus officially arrived in Whatcom County on March 10, 2020, when a woman who was treated at a local hospital was confirmed to have COVID-19. On that same date, the County Executive signed a Proclamation of Emergency (see Appendix C: Proclamation of Emergency) that authorized Whatcom County departments to do the following:

- "Enter into contracts and incur obligations necessary to combat such emergency situations to protect the health and safety of persons; and,
- Provide appropriate emergency assistance to the victims of such disaster; and,
- Other actions, as deemed appropriate by the Health Officer and the Director of Emergency Management or his designee."

Additionally on March 10, 2020, the County Council approved an appropriation of general fund dollars to support the emergency response. The Council initially approved $150,000, which was increased to $250,000.

Isolation and Quarantine Facility

In an effort to address the growing number of COVID-19 cases and resulting public health concerns in the community, the Health Officer issued Order 20-01 on March 30, 2020. This order identified the need for non-congregate housing/shelter for unhoused individuals who tested positive for COVID-19, were symptomatic, were pending testing, or were in close contact of confirmed cases. The Motel 6 located on Byron Avenue in Bellingham was identified as a necessary and appropriate non-congregate isolation and quarantine shelter to be maintained as long as necessary but not beyond the end of the emergency declaration. Negotiations between the owners and Whatcom County resulted in a contract signed on April 6, 2020 for the motel to be used as an isolation and quarantine facility. At the end of the County's lease of the facility in March 2022, it was determined that this quarantine and isolation facility would no longer be necessary and was closed.

[7] FEMA Manual 207-22-0001, Fiscal Year 2022 Preparedness Grants Manual. https://www.fema.gov/sites/default/files/documents/fema_fy-2022-preparedness-grants-manual.pdf

Shuksan Healthcare Center Support

In March 2020, COVID-19 started to impact vulnerable populations and those who serve them. PeaceHealth supported Shuksan Healthcare Center by providing temporary staff and meal service when 32 COVID-19 cases were identified at the Center, including staff, which resulted in staffing shortages. Whatcom Transit Authority agreed to transport meals prepared by PeaceHealth staff to the facility for several weeks.

Move to Whatcom Unified Command (WUC)

On March 10, 2020, County councilmembers acting as the Whatcom County Health Board met and were briefed by staff of the Health Department, Prosecuting Attorney's Office, and Division of Emergency Management. The Health Board passed a motion that recommended that the Administration direct the Health Department to transition from the current Incident Command Structure (ICS) to Unified Command.

Whatcom Unified Command (WUC) is led by the Whatcom County Sheriff's Office and worked from the Emergency Coordination Center (ECC) from mid-March 2020 through much of 2021, with staffing expanding and contracting throughout the incident. Individuals staffing the Incident Commander (IC) position changed often due to shift rotations, with each individual bringing different skills, opinions, and decisions to their role. A single Incident Commander was hired in mid-April 2020 to provide consistent staffing for the position and to provide a single point of contact for the Unified Command Executive Board, which took on the role of making policy decisions for response efforts.

The transition from the Health Department leading the initial response effort to the implementation of WUC did not go smoothly. There was confusion as to how the new structure would work and, more specifically, who was the ultimate decision-maker. The IC position was staffed by individuals who understood concepts of the ICS but had no public health subject matter expertise, which caused concerns among Health Department leadership given that it was a public health event. Though Unified Command was in place, the Health Department maintained its own Incident Command operations in a separate building. From the Health Department's perspective, the primary mission of the response was preventing spread of the disease and reducing mortality. WUC has additional missions such as coordinating an isolation and quarantine facility, collecting and distributing donations, and reducing the economic impact on the community.

During the first few months of 2020, there was a disconnect and animosity between leadership in the Health Department and those in WUC that centered on decision-making and authority, such as what information to release to the public and to County leadership.

Though efforts were at times disconnected, the Health Department and WUC shared common objectives as noted in the IAP software utilized in WUC. A summary of Incident Objectives is provided below with more details available in Appendix D: Whatcom Unified Command.

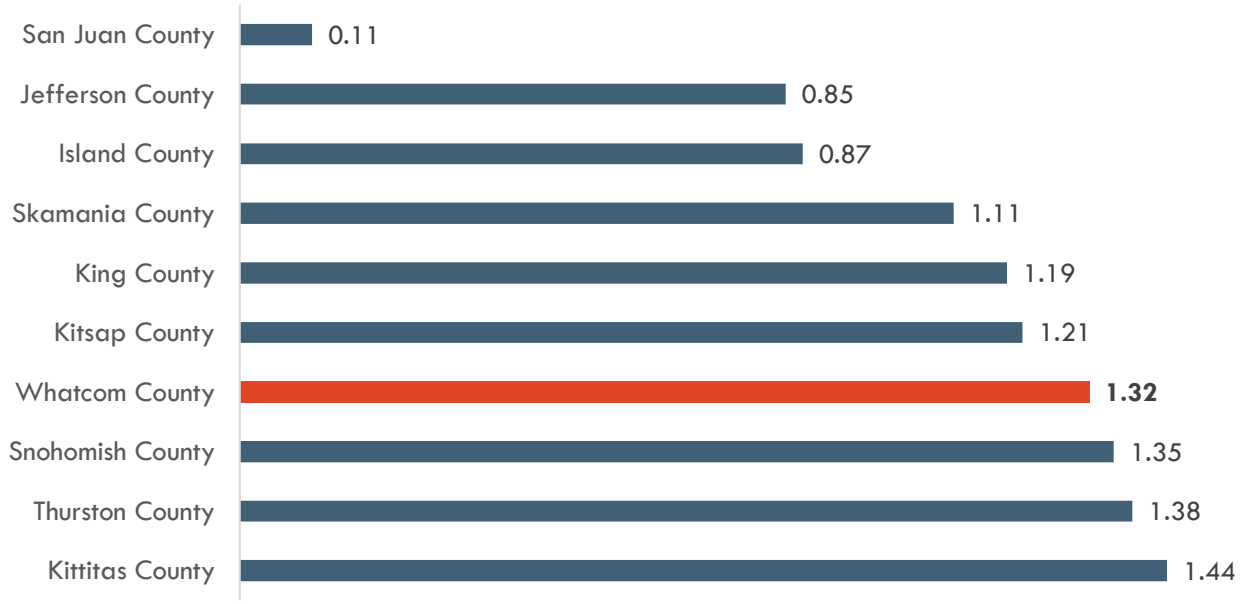
1. Prevent and mitigate the spread of COVID-19.
2. Provide for the most vulnerable members of the community.
3. Ensure adequacy of First Responder personnel resources.
4. Provide resources and supplies to healthcare facilities as requested.
5. Maintain essential services.

6. Monitor and mitigate economic impacts on the community.
7. Keep the public, stakeholders, and the media informed of response activities.
8. Manage a coordinated interagency response effort that reflects the makeup of Unified Command.

Health Outcomes

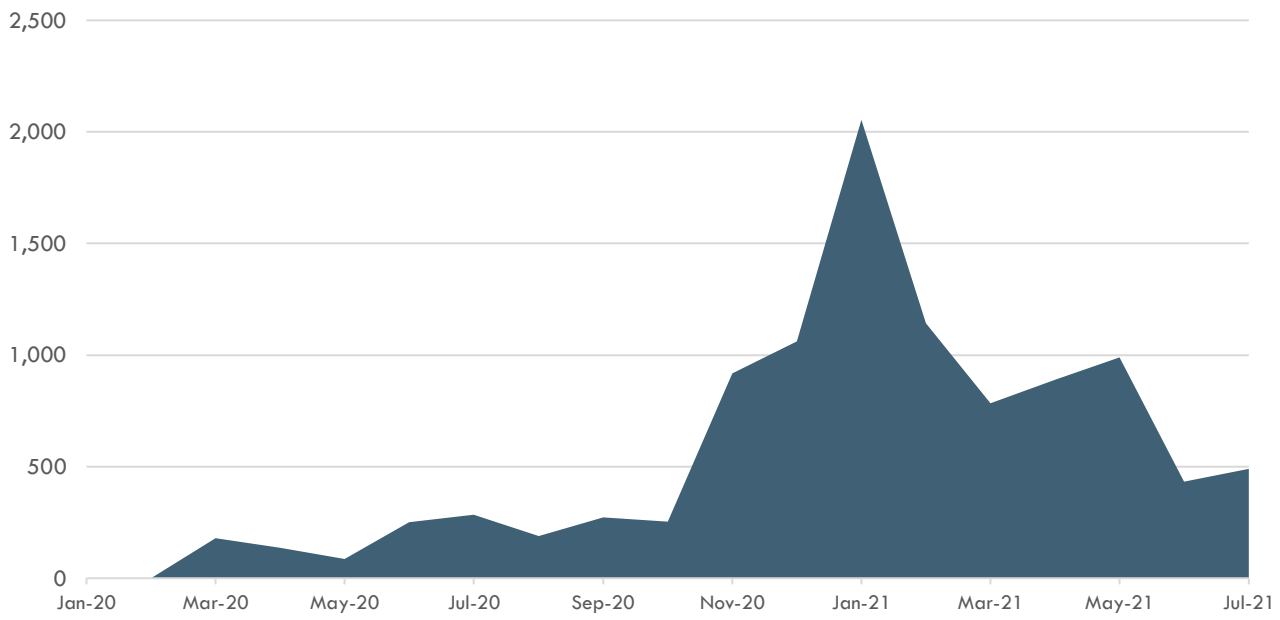
Despite early coordination challenges, Whatcom County's efforts resulted in positive health outcomes. Whatcom County had the seventh-lowest mortality rate from COVID-19 of Washington's 39 counties. Exhibit 1 shows the 10 lowest county mortality rates in Washington. Exhibit 2 shows the case counts from January 2020 to July 2021.

Exhibit 1: County Mortality Rates from COVID-19, Deaths per 1,000 Population



Sources: Washington State Department of Health COVID-19 Data Dashboard, 2021; WA Office of Financial Management April 1 Population Estimates, 2021; BERK, 2022.

Exhibit 2: Whatcom County COVID-19 Case Counts, by Specimen Collection Date



Sources: Whatcom County Health Department COVID-19 Data Dashboard, 2021; BERK 2022.

Other Successes

Regional collaboration efforts were successful, including the establishment of an International Task Force that included high-level officials from Canada and the United States and addressed issues related to the international border closure. Other successes include the establishment of a drop-in center for people experiencing homelessness, collection and distribution of donations, and development of a task force that focused on mitigating the economic impact on the community.

Roles and Responsibilities

There were several elected and appointed groups and individuals who played an essential role in the response effort. A description of key roles is provided here for context and as a basis for recommendations. The responsibilities of each position or group are taken from the Whatcom County Charter or the Whatcom County Code as noted below.

County Council

The County Council is the legislative body for the County and is granted powers in the Whatcom County Home Rule Charter. The County Council shall exercise its legislative power by adoption and enactment of ordinances or resolutions. The County Council's role is to set policy for the County. As described in the powers below, the County Council sets the priorities for the County and establishes the administrative structure to carry out County operations.

The County Council has the power:

- "To levy taxes, appropriate revenue, and adopt budgets for the County.
- To establish the compensation to be paid to all County officers and employees and to provide for the reimbursement of expenses.
- To establish, abolish, combine, and divide by ordinance, non-elective administrative offices, and executive departments and to establish their powers and responsibilities.
- To adopt by ordinance comprehensive plans, including improvement plans for the present and future development of the County."[8]

The County Charter further describes the relationship between the County Council and the County Executive, noting that

> *"[T]he County Council, its staff, and individual councilmembers shall not interfere in the administration of the executive branch. They shall not give orders to or direct, either publicly or privately, any officer, or employee subject to the direction and supervision of the County Executive, executive branch, or other elected official."*[9]

County Executive

The County Executive is the Chief Executive Officer of Whatcom County and is also granted powers in the Whatcom County Home Rule Charter. As Chief Executive Officer,

> *"[T]he County Executive shall have all the executive powers of the County which are not expressly vested in other specific elective officers by this Charter.*[10]

[8] Whatcom County Charter, Chapter 2.20.

[9] Whatcom County Charter, Chapter 2.24.

[10] Whatcom County Charter, Chapter 3.22.

The County Executive's role is to manage the operations of County departments, monitor the annual budget, and respond to concerns and requests from residents.

Health Board

The County Council serves as the Health Board for the County. The Whatcom County Health Board is the policy-making body responsible for public health policies. The Health Board has the following powers, in accordance with state statute

- "Enact such local rules and regulations as are necessary in order to preserve, promote and improve the public health and provide for the enforcement thereof;
- Establish fee schedules for issuing or renewing licenses or permits for such services as are authorized by the law and the rules and regulations of the State Board of Health or as recommended by the executive; such fees for services shall not exceed the actual cost of providing any such services;
- Make recommendations to the executive on matters affecting public health."[11]

Public Health Advisory Board (PHAB)

The County has a Public Health Advisory Board (PHAB), which serves in an advisory capacity to the Health Board and the Health Department Director.[12] The PHAB is comprised of nine to 13 members, who are appointed by the County Executive and confirmed by the County Council. The PHAB is expected to be broadly representative of the County and "shall consist of a balance of persons with expertise, career experience, and consumer experience in areas impacting public health and with populations served by the health department."[13] The PHAB has the following responsibilities:

- "Recommend public health policies;
- Recommend public health priorities;
- Provide community forums/hearings as assigned by the health board;
- Establish community task forces as assigned by the health board;
- Review and make recommendations for annual budget and fees;
- Present an annual report to the health board."[14]

As of the writing of this review, the Health Board is considering changes to the composition of the Health Board and/or the PHAB in order to comply with RCW 70.05.035, which was amended by HB 1152 in the 2021 state legislative session. This new legislation identifies additional membership requirements for boards of health of home rule counties.

[11] RCW 70.05.060.

[12] Whatcom County Code, Chapter 24.01.051.

[13] Whatcom County Code, Chapter 24.01.051.

[14] Whatcom County Code, Chapter 24.01.051.

Health Officer

In accordance with state statute, the County Executive appoints a Health Officer. The Health Officer has the following powers and duties, derived from state statute:

- "Enforce the public health statutes of the state, rules of the state board of health and the secretary of health, and all local health rules, regulations, and ordinances within his or her jurisdiction.
- Take such action as is necessary to maintain health and sanitation supervision over the territory within his or her jurisdiction;
- Control and prevent the spread of any dangerous, contagious, or infectious diseases that may occur within his or her jurisdiction;
- Inform the public as to the causes, nature, and prevention of disease and disability and the preservation, promotion, and improvement of health within his or her jurisdiction;
- Prevent, control, or abate nuisances which are detrimental to the public health."[15]

The Health Officer shall not be removed from office until after notice is given and an opportunity for a hearing before the County Executive as to the reason for the officer's removal is provided.

Whatcom County Code (24.01.040) was amended in 2020 to include language regarding the disclosure of information in a public health emergency. The Health Department must disclose all information requested by the Division of Emergency Management, County Executive, or County Health Board that is required to perform their respective duties effectively. The Health Department must also provide a brief daily update to the public in a format and level of detail as approved by the supermajority vote of the County Health Board. The Health Department is not required to release confidential information protected by state or federal privacy laws.[16]

[15] Whatcom County Code, Chapter 24.01.040; RCW 70.05.070.

[16] Whatcom County Code, Chapter 24.01.040.

Observations

The observations described below summarize findings in the areas of planning; relationships; policy roles, responsibilities, and authorities; staffing and volunteers; information management; and regional collaboration. These observations highlight many successes in the response effort as well as opportunities for improvement. They are the basis for recommendations, which are described in the following section.

Planning

Pre-disaster planning for Whatcom County includes plans and procedures developed by departments and stakeholder organizations, as well as planning conducted by the Division of Emergency Management. Planning for disasters provides an opportunity for individuals from various disciplines and organizations to discuss and document what is likely to happen and how the jurisdiction will respond. Relationships and trust are built during these planning sessions. Testing plans through training and exercises identifies strengths and weaknesses in plans, and allows individuals to further build relationships, skills, and knowledge. Established relationships and trust often lead to successful resolution of conflicts during disasters. The consulting team requested any plans from the Division of Emergency Management and the Health Department relating to pandemic response and continuity of operations. Staff provided the Whatcom County Unified Comprehensive Emergency Management Plan (2017), the Whatcom County Health Department Emergency Response & Continuity of Operations Plan (2016), and the Whatcom County Sheriff's Office Pandemic Plan (Draft 2019).

Comprehensive Emergency Management Plan (CEMP)

The Whatcom County Comprehensive Emergency Management Plan (CEMP) provides the framework for countywide mitigation, preparedness (including prevention and protection), response, and recovery activities throughout the county and contract cities. The plan in effect during the COVID-19 response was last updated in 2017 and uses an all-hazards approach. It identifies authorities, functions, and responsibilities to establish coordination among local, state, tribal, federal, public, and private organizations. The CEMP is designed to ensure that all jurisdictional members of the Emergency Management Interlocal Agreement have the capability to respond to emergencies and disasters, though planning efforts did not envision incidents that would extend weeks, months, and even years, as was the case with COVID-19. The CEMP includes 10 Annexes including one titled Emergency Support Functions (ESF) 1-15.[17] Emergency Support Function (ESF) #5: Emergency Management, describes the roles and responsibilities of the Division of Emergency Management and the organization of Whatcom Unified ECC. It describes the coordination of activities of the ECC including incident management, incident planning, use of resources, and emergency financial management. Some of the statements in this ESF are not consistent with the basic plan, which could cause confusion to those who seldom work in the ECC.

[17] Annexes are parts of the CEMP that provide specific information and direction. They focus on operations: what the function is and who is responsible for carrying it out.

An update of the CEMP is currently in progress with approval anticipated later in 2022. The current Director of the Division of Emergency Management stated that ESFs will no longer be included in the CEMP since disaster response throughout Whatcom County utilizes the NIMS and ICS.

Other Planning Efforts

A Continuity of Operations Plan (COOP) provides an overview of an organization's approach to maintaining critical operations and services. It details continuity and organizational policies, describes the organization, and assigns tasks. Whatcom County continuity of operations planning is delegated to each County department and should include orders of succession and delegation of authority, identification of essential functions and continuity personnel, vital records management, and alternate facilities. The Health Department provided its Emergency Response & Continuity of Operations Plan, written in 2016. It combines emergency response and continuity of operations planning into one document.

The consulting team requested pandemic plans from the Health Department and the Division of Emergency Management. Pandemic disease is mentioned in the CEMP, as well as other planning documents, specifying that the Health Department is the lead agency. In December 2019, Emergency Management staff developed a pandemic plan template and presented it to department directors during a training session in February 2020. The Draft Pandemic Plan template provided guidance specific to a pandemic response, including continuity of operations sections related to essential functions, orders of succession, delegations of authority, continuity communications, essential records, devolution of control and direction, and reconstitution. The Sheriff's Office completed the Whatcom County Sheriff's Office Pandemic Plan prior to the arrival of COVID-19 in Whatcom County.

Relationships

It is important to note that several key members of the elected and appointed leadership were new to their positions in early 2020, at the beginning of the pandemic. Both the Mayor of Bellingham and the County Executive were newly elected, as were two County councilmembers. The Health Department Director was also newly appointed, having only been hired after the beginning of the County's response to the pandemic and initiation of WUC.

A frequently cited requirement for successful disaster response work is to have established relationships with all major players. While some individuals in the County may have known one another for many years, their relationship and interactions should respect the boundaries of their current elected or appointed positions. Emergencies and disasters give individuals in specific positions special authorities by law. When people are new to their positions, they may not yet understand their own authorities, the limits of those authorities, and the authorities of their colleagues.

The working relationship between the Health Department and the Division of Emergency Management was strained. During the response effort, there were numerous points of disagreement that included the delineation of responsibilities between the two organizations, what public health information was to be shared and with whom, and how the two organizations would work together.

Policy Roles, Responsibilities, and Authorities

During the pandemic response, roles, responsibilities, and authorities were not well understood or adhered to by some senior level participants during the pandemic. Individuals took on tasks

inappropriate for their position. This caused unnecessary work and confusion, which created inefficiency in the response effort. One of the outcomes from this behavior is that people developed a lack of trust in others, which in turn led to a lack of information sharing and coordination of activities.

Role of the County Council and Health Board

During the pandemic, the Whatcom County Council also served as the County Health Board as established by RCW 70.05.035 and Whatcom County Code 24.01.050. The Council's role as the Health Board had never been tested as it was during the early months of the pandemic.

Early in the response, the Health Board discussed its responsibilities and sought clarification from County staff. It is not clear that Health Board members and staff achieved a common understanding. One challenge was that the Health Board's authority may infringe on decisions normally made by members of the Executive Branch of government. The Health Board made several recommendations that were operational in nature, such as recommending the administration immediately move to Unified Command.

Another observation is the participation of County councilmembers in WUC. Some councilmembers wanted to assist with operational issues or participate in the decision-making process, which was the role of the executive agencies. WUC participants appreciated their desire to help, but councilmembers' presence in the ECC was a deterrent to open discussions and brainstorming of ideas. In general, councilmembers working on operational issues was described as uncomfortable and sometimes disruptive. All operational personnel interviewed cited County councilmembers' participation in and presence at the WUC as disrupting the functioning of WUC as a whole.

Whatcom Unified Command (WUC)

The County Executive signed an emergency proclamation on March 10, 2020, after the first confirmed case of COVID-19 in the county. Whatcom Unified Command (WUC) was staffed on March 16, 2020 to coordinate Whatcom County's regional response to COVID-19. WUC works from the Whatcom Unified ECC and provides an organizational structure for responding to emergencies and disasters (Appendix D: Whatcom Unified Command). It is managed by the Sheriff's Office Division of Emergency Management and utilizes traditional ICS to manage the overall response to an emergency. The ECC currently uses a pure ICS format. This style of organizing was originally developed for field operations and works well for that situation.

> Whatcom County Health Department Mission Statement: "To lead the community in promoting health and preventing disease."

The initial intent was that the Health Department would join Unified Command with the City of Bellingham and the Sheriff's Office to coordinate all aspects of the response to COVID-19. Prior to the initiation of Unified Command, the Health Department led response efforts since late December 2019 to prepare for a health emergency in Whatcom County. The Health Department had an internal organizational structure and processes in place that did not necessarily reflect an ICS, so moving to WUC was not an easy transition. Additional challenges included a new Health Department Director who started employment on March 18, 2020, rapidly changing data that required hours of staff time to accurately gather and record, a move to the ECC, and the personal impacts of the pandemic.

Within one month following the WUC activation, leadership determined that the current situation with multiple incident commanders was not working and decided to modify the organizational structure. Unified Command changed to a single IC. The single IC would work closely with the Health Department

Director to continue focusing on non-health tasks, such as establishing an isolation and quarantine facility, moving the Drop-In Center for those experiencing homelessness, and managing the donations and PPE distribution center. An individual who had been working as the Planning Section Chief was provided a delegation of authority to perform the role of IC. He served in that role from April 20, 2020 to November 1, 2020. The Health Department maintained its own organizational structure and continued to work on specific health related issues independently.

WUC established an Executive Board that included the Deputy County Executive, the Emergency Manager representing the Sheriff's Office, the Mayor of Bellingham, and a representative of the Lummi Tribal Nation. The Executive Board reviewed policy level decisions and advised the IC. The Health Director, or her representative, worked as a liaison between the IC and the Executive Board. The Executive Board adopted a consensus decision-making process.

Dual Response Efforts

Two parallel response efforts occurred – one in the Health Department and one in WUC. The Health Department left WUC in April 2020 and continued to work independently within its department command structure. Health Department staff believed they could perform their duties more effectively working outside of WUC. While efforts were coordinated in some cases, having this dual effort led to confusion and disagreement over policies and objectives.

The IC of WUC believed participants should be present at the ECC, despite recommendations to social distance. The Health Department quickly moved to remote work, primarily to keep its staff safe but also to model behavior as the lead health agency in the county. Nationally, there were multiple approaches taken in response to the need for social distancing or remaining physically at one location.

Staffing, Volunteers, and Donations

Employees and volunteers worked hard during the response effort, but they were not immune to the cascading effects of the pandemic such as business and school closures, and stress experienced by many individuals throughout the nation. Volunteer burn-out from working during the pandemic impacted their availability to volunteer for subsequent disasters. When disastrous flooding occurred during the winter of 2021-2022, there were not enough County staff or volunteers available to fill positions usually staffed during flood events.

Whatcom County Employees

During the past two years, County staff in all departments have done their best to adjust to unusual and often difficult circumstances. Many County employees were limited in their ability to take vacation and spent many additional hours beyond their normal work hours planning, coordinating, and executing procedures to address consequences caused by the pandemic. The Executive recommended and the Council approved extensions of personal leave accruals.

Many interviewees highlighted the rapid shift to remote work as a success. Decisions about remote work were left up to County department directors, who were permitted to organize remote work in a way that met their unique business needs. County services continued to be available via remote access and scheduled in-person appointments. This flexibility has not been observed in all other jurisdictions facing similar challenges.

As days turned into weeks and months, staffing needs for the WUC required that some positions be filled with individuals who did not have appropriate training for the positions they occupied. People who initially responded did not anticipate the duration of the emergency and despite negotiations between WUC and city and County departments, there was significant attrition of experienced ICS staff as they were recalled or returned to their parent organizations.

Volunteers

Volunteers played a critical role during the Whatcom County response to COVID-19. Some of these volunteers came from local employers, who donated thousands of hours of staff time so employees could participate in staffing WUC and Health Department efforts. Other volunteers were registered emergency workers in accordance with WAC 118-04, and were managed by the Division of Emergency Management and the Health Department.

In a media release dated April 20, 2021, the Health Department and WUC recognized the contributions of volunteers during National Volunteer Week. At that time, over 21,000 volunteer hours had been donated. By March 2022, volunteers not only worked on COVID-19 tasks but also supported communities during serious flooding events, contributing over 51,000 hours since 2020.

Early in the pandemic, when essential protective equipment was greatly needed, volunteers sewed masks for the public so that N95 masks could be reserved for frontline workers. Volunteers supported food banks by making deliveries throughout the county and supported other efforts that served vulnerable populations. They staffed positions in WUC and the donations distribution center, allowing County staff to focus on other essential tasks.

Donations

WUC coordinated the receipt and distribution of donations through their Logistics Section and a distribution center co-located at the ECC. The distribution center received, inventoried, and initially isolated donations before distribution. The single point of donation and distribution was well organized and efficient. Protocols were in place to ensure the safety of workers and to limit donations to specific items including PPE, sanitary wipes, and hand sanitizer.

Community members and local businesses came together to provide donations. BP Cherry Point refinery in Ferndale donated $60,000 in software and training that helped WUC coordinate its response to COVID-19. In addition, the refinery donated more than 3,000 Tyvek suits, 300 lab coats, 5,700 gloves, 1,500 booties and, in partnership with Northwest Solutions, 100 gallons of hand sanitizer. Petrogas Ferndale Terminal and Axon donated PPE to healthcare providers and to first responders. Additionally, many private citizens donated generously to food banks and other organizations engaged in the response.

Information Management

Documentation

When a COVID-19 patient was identified in Snohomish County on January 21, 2020, the Health Department stepped up to address the seriousness of the disease. At that time, the Health Department was leading the response effort. Documentation of response efforts toward fighting COVID-19 is limited from that time. Staffing and role changes within the Health Department in early 2020 emphasize the need to document activities and decisions so they can be re-created in the future when new personnel are

in place. Some documentation is available in County Council and Health Board minutes, but not dates or attributions of significant decisions.

The consulting team requested various documents including situation reports, significant events, and pre-disaster plans. The Health Department and Division of Emergency Management provided some of the requested documents. The consulting team received access to The Response Group (TRG) IAP software, utilized by WUC, which contained hundreds of documents, some of which were long and detailed. An example of WUC Incident Objectives dated April 5, 2020, remained in place throughout 2020 (Appendix D: Whatcom Unified Command). Though the team reviewed documents, the actual reconstruction of significant events, actions and decisions was accomplished through media releases and interviews with those working in WUC, County departments, and other agencies.

Situational Assessment

As COVID-19 spread throughout the nation, information about the disease was constantly evolving and uncertainty was prevalent. Information from various sources, including politicians and health officials, seemed contradictory or confusing at times. Community members were often stressed and unsure how to negotiate the new requirements forced upon them. Local officials had no control regarding federal and state mandates such as masking, social distancing, the closure of the international border with Canada, and school and business closures. People turned to local elected officials for answers. Councilmembers felt left in the dark about the status of the response operation to the pandemic. There was a demand for information and assistance that was not always available. Situational awareness or assessment is often less complex during a local disaster such as river flooding or a winter storm. Those impacts are often predictable, and resolution has some obvious paths based on similar situations experienced in the past. This was not true during the early stages of COVID-19, when there was little previous experience to draw on and an unpredictable future.

County employees, including those in charge of pandemic response, gathered information and discussed actions that could be taken based on the available information. Some information needed to remain private until potential consequences could be evaluated. Unfortunately, early in the event, information about the first death in the county was shared through social media before it was made available through official sources. The result was mistrust among agencies, organizations, and people responding to the pandemic. Once trust is lost, it is very difficult to restore. Hoarding information that others feel should be shared is equally destructive to building positive relationships. Members of the Health Department, WUC, and elected officials all experienced trust issues at various points regarding the sharing of information. In a climate where national experts could not agree on facts, individual opinions varied, which made working together even more difficult.

As time passed and working relationships developed, staff achieved agreement on what information should be gathered and shared and what could be gathered but held tightly to select individuals. Rebuilding relationships, refining how information is to be shared, and establishing trust are recommended goals for the future.

Joint Information Center (JIC)

The Health Department Joint Information Center (JIC) was established in January 2020 to ensure the dissemination of timely, accurate, accessible, and actionable information to the public. Accurate and timely information helps individuals determine a proper course of action for their situation. The JIC

disseminated information using media releases, websites, Facebook, and NewsFlash postings on the County website. Initially, Daily Hot Sheets provided guidance for public information officers to share information updates, upcoming priorities, and key messages. Public information officers were physically working from the ECC.

The WUC JIC was established on March 16, 2020, with the Sheriff's Office Public Information Officer designated as the JIC Manager. During that week, most of the JIC was working from the ECC. As time went on and social distancing became more accepted, some of the members of the JIC either worked remotely or from their original department offices.

Two separate public information efforts developed at WUC. A public health team dealt with health issues and the other WUC JIC staff worked all other subject areas. The two efforts worked from different rooms but communicated with each other and developed a coordinated, but not necessarily seamless, effort on behalf of Whatcom County.

Information Sharing of Sensitive Health Information

One issue that came up during the response was the release of individual health information, such as the location of COVID-19 cases within the county. Working within the boundaries of the Health Insurance Portability and Accountability Act (HIPAA), Health Department staff did not believe certain individual or organizational information on cases and their locations should be shared with the public or even other County or city departments. The Health Department also did not have the resources to manage the collection and dissemination of this data. Health Department and WUC staff disagreed as to what information should be shared for the safety of community members or responders, and what should be withheld for the protection of an individual or a business. While the Whatcom CEMP states that Emergency Management is the ultimate decision maker on what information is to be made available, this was not the position that the Health Department took regarding the release of COVID case information. Additional clarity is needed to ensure all parties agree as to the process and ultimate authority for the release of public health information.

Regional Collaboration

Whatcom Community Foundation and Resilience Fund

The Whatcom Community Foundation has been active in the county for the past two and a half decades and contributed to the community and the County's response to the pandemic. Individuals from the Community Foundation worked with County officials on food security issues and managing a resilience fund that served community members affected by COVID-19 and flood events over the past two years.

International Task Force

With the closure of the international border between Canada and the United States announced March 18, 2020, WUC established a task force that included representatives from U.S. Customs Border and Protection, the Canada Border Services Agency, Point Roberts Fire Department, Washington State Governor's Office, both Washington State U.S. Senators' Offices, and PeaceHealth St. Joseph Medical Center. Other stakeholders were also involved as additional issues were identified. Initial concerns identified in the first remote meeting included:

- Challenges for Point Roberts residents, including receiving County services.

- Healthcare workers who cross the border for work.
- Commercial drivers.

All parties worked together to ensure that public services could continue to be provided to Point Roberts, even with the border closure.

COVID-19 Employer Support Task Force

The PHAB, with collaboration and support from the Health Board and the Health Department, created the COVID Employer Support Task Force to provide tools, best practices, and guidance for bringing businesses back to work while maintaining infection control and social distancing. The Task Force worked under the framework of Washington's Safe Start approach for reopening businesses.

Over 140 individuals from various business sectors of the community expressed interest in joining the Task Force and all were accepted as members. This Task Force demonstrates the value of various groups working together toward a common goal for the community. By late summer 2020, peer-to-peer sessions were delivered on four health related sessions:

- Let's Talk about Masks.
- My Employee Has Symptoms - What Now?
- How Do we Support Employees During the Stress of COVID-19?
- How Do We Connect with Young Employees About COVID-19?

In addition, the group initiated a campaign titled "Safer. Stronger. Together." This group remains active into 2022.

Drop-In Center/Base Camp

Whatcom County, the City of Bellingham, and Light House Mission Ministries worked together to move the Drop-in Center (a congregate shelter facility) which could not comply with COVID-19 safety recommendations. It moved temporarily to Bellingham High School as a more permanent site was prepared, located on Cornwall Avenue in Bellingham. By the end of summer 2020, this new location, called Base Camp, provided a more suitable facility for those needing shelter and other services during the pandemic. It can shelter 200 individuals and provides services such as meals, public restrooms, and laundry facilities. Many different government and non-governmental organizations support this new community hub for those experiencing homelessness in Bellingham.

Recommendations

The recommendations in this section are based on the opportunities for improvement identified under Observations. They are organized into the following topics:

- Planning, Training, and Exercises
- Policy Roles and Responsibilities
- Staffing
- Finance Support during Disasters
- Information Management

Planning, Training, and Exercises

The basis of a successful disaster response is dependent on solid planning, training, and exercises. Through these activities, individuals build relationships and develop trust.

Comprehensive Emergency Management Plan

One of the requirements of receiving Emergency Management Performance Grant (EMPG) funds is to have a Comprehensive Emergency Management Plan (CEMP) that includes specific requirements. The Whatcom County Unified CEMP is due for an update in 2022 and must comply with new state and federal requirements to ensure that EMPG funds remain available to Whatcom County. The 2017 CEMP "Annex #11 – Hazard Specific Plans, Standard Operating Guides, Checklists" references several hazard specific plans that have occurred or are anticipated in Whatcom County. Pandemic disease is not included.

Washington State Emergency Management Division has developed tools to help with CEMP updates such as a review checklist and different templates depending on a local jurisdiction's organizational preference. Staff from the Planning Section also offer planning and technical assistance.

Recommendation #1: Take advantage of Washington State Emergency Management planning tools such as templates and technical advice as the CEMP is updated.[18] New requirements in the last few years require that plans include methods of communicating and providing information to individuals with disabilities, those who are not proficient in English, and other underserved community members. As the CEMP is updated, review and modify "Annex #10 – Emergency Support Functions" so the content is consistent with the rest of the plan. Add an annex on pandemic disease to "Annex #11 – Hazard Specific Plans, Standard Operating Guides, Checklists."

Recommendation #2: Address inconsistencies in the CEMP and County Charter, such as who has authority in the absence of the County Executive and who will serve as the lead agency for specific disasters. Clarify the distinction between who has authority in the absence of the County Executive and who has delegated authority to manage government functions.

[18] Washington State Emergency Management Division, Emergency Planning Resources, https://mil.wa.gov/planning-resources.

Other Emergency Management Plans

In Whatcom County, some disaster plans are developed by emergency management personnel and others, such as Continuity of Operations Plans (COOPs), are assigned to individual departments. While internal department planning is critical, there are some components that require coordination with others. It is important to consider interdependencies such as information technology. For example, when employees were told to work from home, did they have the proper equipment and cybersecurity in place to perform their work? Finance and budget staff must have secure remote access. Could those processes be streamlined? Did software need to be installed on some individual personal computers?

Recommendation #3: Emergency Management and all County departments should annually review disaster plans including COOPs to ensure that they include all relevant information, are up to date, and are not contradictory. For example, a common problem in other jurisdictions is that multiple departments or groups will name one facility as an alternate work area when the space can only accommodate one of many functions identified. There are likely additional disaster plans in departments and offices within County and contract city organizations that need to be reviewed and updated. Particular attention should be paid to orders of succession where individuals in key positions have been replaced.

Training and Exercises

One of the cornerstones of emergency management is to have an established plan to train staff and elected officials and provide them an opportunity to practice their roles via a variety of exercise formats ranging from seminars, tabletop exercises, functional exercises, drills, and then perhaps, full scale exercises. This plan-train-exercise format provides an opportunity for individuals to become comfortable in their roles and responsibilities during disasters. Joint trainings and regional exercises can involve appropriate city and community individuals who will have a role in disaster response and recover efforts.

Emergency managers can find it difficult to engage elected officials and senior staff in training and have them participate in a meaningful way during exercises. It requires a commitment from senior staff to drive the organization to ensure participation at the highest levels.

Interviews with some individuals who worked in WUC during the pandemic response revealed that they felt they had neither the training nor experience to successfully complete their work assignments. They did not normally respond to the ECC for assignments and had not attended training or exercises specific to the assignment they were asked to perform. Emergency management conducted many training and exercise sessions in recent years. However, a number of staff who responded to WUC had never performed duties there in the past and stated that they were totally unfamiliar with the functioning of the WUC and their expected roles. The provision of existing individual position checklists to personnel reporting to the ECC would assist them in fulfilling the responsibilities that they are assigned.

Recommendation #4: Provide more countywide training and exercise opportunities. Provide an orientation to newly elected officials on their role during disasters as well as major concepts of emergency management plans. It might be beneficial to have a subject matter expert from outside the jurisdiction facilitate these discussions. These joint training and exercise sessions will help build understanding, relationships, and trust.

Recommendation #5: If the County continues using ICS to manage incidents, a much more concerted effort must be established to implement ICS at the ECC in the future. To do so will require representation from every County department, with multiple individuals being trained to a much higher level of

proficiency than what was experienced in the pandemic response. Multiple departmental representatives are needed to have a broad representation of the divisions that make up different departments and to allow for personnel turnover and individuals' inability to be present due to sickness, vacations, or family emergencies without stripping a department of representation. In addition, individuals from other organizations as well as volunteers should also receive the same level of training and exercises as County staff.

Recommendation #6: Develop just-in-time training aids that help individuals fulfill their ECC roles, including documents such as position-specific tasks and expectations. Short videos that explain the ECC, ICS, and WUC roles may also be useful to both new participants and as a refresher for occasional workers. Training on the IAP software used in WUC will also be helpful. Leadership in the ECC or WUC should ensure that individuals assigned to the facility or function have an orientation to the facility and basic training on key software and their role.

Policy Roles and Responsibilities

Building Trust

During the COVID-19 response, a lack of trust developed between organizations within the executive branch of government as well as between the legislative and executive branches. To achieve an effective and efficient working relationship, trust must be established between individuals first and ultimately between organizations.

Recommendation #7: Conduct training for councilmembers on crisis communications. This training would include an understanding of information flows coming from the ECC and their role in sharing information with the public as elected officials.

Recommendation #8: The respective leaders of public health and emergency management should determine how they will work together and be supportive of their mutual working relationship. All levels of County leadership must work to establish healthy working relationships during non-disaster times so that trust between organizational elements exist when disasters do strike.

Role of Councilmembers

It is natural for "can do" people to want to help and contribute to the operational work of the County. However, it was detrimental for elected officials to insert themselves into operational matters. Interviewees found these actions a hinderance to the functioning of WUC.

Councilmembers must recognize that they cannot divorce themselves from their elected positions. When they enter unified command, they are not seen as an individual or a volunteer, but as a councilmember. County staff will behave differently around them; the discussions being held will not be as straight forward or informative if they are present.

Recommendation #9: Councilmembers should not participate in an operational role in WUC. The only time a councilmember or Health Board member should visit the ECC or WUC is when they have been invited or have coordinated their visit with the County Executive and IC. Their purpose should not be to work in the response but to provide a morale boost to those working there by showing their support for the work being done. All briefings to councilmembers should be accomplished during regular council or health board meetings or special sessions called by the Council Chair. The Council should also receive all

communications going to all County employees and copies of the Daily Situation Report that is generated by WUC.

Recommendation #10: As the County addresses the membership of the Health Board, it should revise the language in the County Code to define the Board's powers and responsibilities clearly. Include elected officials in training and exercises to include discussions regarding the dividing line between policy matters that are their responsibility and operational areas that are the responsibility of another entity.

Recommendation #11: Councilmembers have a role during disasters and can help the County be successful in establishing unity of effort. As the Executive provides situation reports and updates, the Council can help keep constituents informed and collect information from them to assist the Executive in response efforts. However, it is important that everyone stay in their lane and do not leak information prematurely or make promises that cannot be realized. Sharing information before a course of action is developed, adopted, and implemented can create a situation that leads to confusion, contributes to distrust, and can cause unforeseen challenges.

Health Board Role and Membership

During the pandemic period, the Whatcom County Council fulfilled its responsibilities as both the Council and the Health Board. During this time, it was not clear that the members of Council fully understood the separation of their duties as it pertained to each of their roles. The roles of the two organizations are different. While the Health Board has specific approval roles for some decisions made by the Health Officer, there were times when its decision making may have interfered with what is traditionally the role of the executive branch of government.

The County must change the membership of either its Health Board or its PHAB to comply with recent updates to state statute. This presents an opportunity to expand the membership of the Health Board to both add public health and/or medical expertise and create a governing body with a different makeup from the County Council.

Recommendation #12: A Health Board with members representing a wider diversity of professions and perspectives would enhance its functioning during a health emergency. Having members with public health and/or medical expertise could help keep the focus on public health issues. Members can also hear from peers on the Board rather than only County staff. Further, changing the composition of the Health Board could help distinguish the roles of that entity and the County Council.

The County Council should also consider expanding or reconfiguring the elected members of the Health Board. It may be desirable to add or replace some County elected positions with elected officials from the City of Bellingham or other municipalities within the county. The number of elected officials may not be greater than the number of non-elected members, so the Council should be mindful of the total size of the Board.

Incident Command System (ICS)/Whatcom Unified Command (WUC)

After discussions among Whatcom County leadership, the Health Department took the lead and stepped into the role of IC for this emergency in January 2020, after the first case of COVID-19 was discovered in Snohomish County. As the disease spread, Whatcom County leadership recognized that this emergency would require coordination and resources beyond those available within current Health Department resources.

WUC was set up and staffed in mid-March 2020 with the intent that the Health Department would join the ICS. The Health Department initially joined WUC and then resumed their operations separately in mid-April 2020, resulting in two separate efforts working in parallel. As a result, there was some duplication of effort until separation of roles and responsibilities was determined. WUC and the Health Department did manage to coordinate activities into several positive outcomes as noted in the Observations Section. However, having two different departments in charge of similar operations was awkward and is incongruent with the NIMS and ICS principles.

FEMA describes three potential models for ECC organization.[19] The first model is ICS, which requires extensive training for those using it. ICS works well for managing field operations. A different model called "Departmental Structure" incorporates department representatives into the ECC and allows participants to perform in an ECC environment with less training than ICS. This model works well for events that have broad impacts such as a pandemic, power outage, or winter storm where there may not be a specific geographic location.

Recommendation #13: Explore the use of different models for ECC organization depending on the disaster. If a future disaster is similar in scope and breadth to the COVID-19 pandemic, the Departmental Structure model is recommended.

Recommendation #14: During training, the ICS Command and General Staff Section Chiefs should meet with the WUC Policy Group and clearly discuss roles and responsibilities, to include what types of issues will be escalated to the Policy Group.

Recommendation #15: Expand the WUC Policy Group and come to a clear understanding of which issues will be forwarded to that group for a decision. It is essential that the individuals serving on this board recognize the need to work together toward a common goal.

Recommendation #16: During a crisis, leaders must work together toward common goals. If the Executive and Sheriff's Office make the decision to manage the incident using the ICS organizational structure and principles, it is critical that everyone accept that decision and work within the structure. If there are sections or areas that are ineffective, it is important that solutions be implemented within WUC to avoid duplication of effort or failure to address issues. In this case, both of the parties responding to the incident were under the authority of the County Executive and this arrangement should not be allowed to happen again in the future. The County Executive should direct departments to work within the WUC framework if multi-disciplinary, multi-agency coordination is necessary. When it is no longer necessary, the lead agency should resume incident command for the duration of the incident.

Emergency Coordination Center (ECC)

There was a divergence of opinion and actions nationally when it came to operating an emergency response facility during a pandemic. Early in the pandemic, most governments called for an activation of their emergency centers with staff responding in-person as they normally do for any other natural hazard event. Once social distancing measures were announced, some agencies and jurisdictions commenced with remote operations, with the majority of staff working from home. WUC faced challenges in areas of technology, staffing, and ICS knowledge that made moving to a fully remote operation infeasible. WUC

[19] "National Incident Management System Emergency Operations Center How-To Quick Reference Guide", FEMA, August 2021.

encouraged staff to follow recommended public health practices while they worked at the ECC. In the future, it could also be possible to have a hybrid ECC operation with selected staff working at the ECC and others working from home.

The demands of COVID-19 created tasks in the ECC and WUC that could be met by many County or city workers if they had appropriate training and were prepared to work during emergencies. Various County staff shared that when they were assigned to WUC and the ECC they found it a very confusing place to work. Not everyone was thoughtfully integrated into the operation of the facility. Some reported that they looked to contribute where and when they could but found it difficult to track who oversaw which function.

The Whatcom County CEMP uses the term Emergency Coordination Center (ECC) and Emergency Operations/Coordination Center to describe the physical location where disaster response operations are coordinated. However, the common words used to describe the facility used in this event were Emergency Operations Center (EOC). There should be consistency between the plan and common usage to describe the facility.

Recommendation #17: WUC should develop and practice a virtual operational capability. Other jurisdictions were successful in doing so during the pandemic, some without significant prior planning, so it is possible to achieve. The proficiency and utilization of the incident management software being used in the disaster response becomes critical in remote coordination.

Recommendation #18: Synchronize the terms and function of the facility being used to better describe the purpose of the physical space. The concept that the physical space has different names is confusing to people who only occasionally utilize the space. Consistency in the name of the facility would be helpful to most people coming to work in the building.

Staffing

County Department Commitment

For the pandemic response in Whatcom County, the level of commitment from County departments in fully supporting WUC was lacking. Staffing the ECC should not be considered optional by departments.

Recommendation #19: The County Executive should take more a direct leadership role during a declared disaster and direct departments to support the ECC as needed. Departments must designate multiple individuals to be their ECC representatives. These representatives must have authority to commit resources from the department to support the disaster response. These representatives must also have a direct communications channel back to their department directors. The representatives must then attend monthly training sessions and participate in exercises so that they are familiar with ECC operations and can be effective when responding.

Council Support of the Public Health Mission

Throughout the pandemic experience, incredible pressures have been brought to the public health profession and its staff. In the first 12 months of the pandemic, many senior public health officials around the country resigned, retired, or were fired from their positions. Much of this turmoil in leadership was brought on by a contentious atmosphere between political and public health leadership, who tried to lead health efforts using the best science available at the time. Jurisdictions around the county

experienced this tension. The politics of the pandemic changed the dynamics of how people engaged with the public health profession.

Public health response programs are not just paper and budgets. They involve real people who were working very hard for an extremely long period of time—much longer than any normal disaster scenario—and under very stressful conditions.

Recommendation #20: Elected officials at every level of government must recognize that they serve multiple roles. They represent their constituents and the County government and the staff who make up that government. While the Council acts to hold the Executive accountable and speak for the community, it should respect and support the efforts of staff to carry out programs and services to the best of their ability under stressful conditions.

Health Department Staff

Nationally, public health has been underfunded for many years. Following the anthrax attacks of September 2001, federal funding for state and local public health agencies increased. Additional funding allowed them to expand their staff and enhance program capabilities. Over time, this federal funding has waned, and once again, public health agencies struggle to accomplish all of their many responsibilities. The Whatcom County Health Department began the pandemic in January 2020 with 87 full-time positions. The Health Department added positions to respond to the pandemic and currently has 113 positions and almost 60 temporary positions.

Recommendation #21: Evaluate the needs and conduct strategic planning to determine the future direction and resource needs of the Health Department. Determine if some temporary or part-time positions should be continued or if new positions should be identified and filled to meet long term objectives. Determine what permanent changes will lead to a better and more effective response to future disease response.

Emergency Management Staff

The Division of Emergency Management is comprised of four staff, including the Deputy Director. Skagit County, smaller in area and population, also has an emergency management team of four. Kitsap County, which is 10% larger in terms of population, has a staff of six. This incident revealed that additional staff are required to increase the level of planning, training, and exercises. A minimum of two additional positions would significantly help prepare the County for future disasters.

Recommendation #22: Add two positions to the Division of Emergency Management, one planning position and one public information officer. A planning position can keep existing plans up to date and support the Continuity of Operations Planning being done by departments. Federal Building Disaster Resilient Infrastructure (BRIC) funding will become available to local jurisdictions for hazard mitigation projects, but significant prior planning is necessary to prepare grant documentation.

An emergency management public information officer can help the division develop JIC procedures and train a cadre of County employees who can serve as JIC staff and provide the needed 24/7 staffing for major events. The training and exercising of these people will be key to success in future disaster responses. This position would work with the Executive's communications staff on staff training and coordinating with other organizations to lead a more unified response in a future disaster. This position could also assist with the disaster public education function.

Organizational Placement of Emergency Management

Emergency management programs in the other three home rule counties have moved their emergency management programs within the organization. In King County, emergency management is part of the Department of Executive Services, which provides other countywide functions such as Human Resources and Facilities. In Pierce and Snohomish counties, emergency management is in a department directly under the Executive's Office.

One advantage of moving the program out of the Sheriff's Office is to elevate the status of the emergency management program, particularly if it is moved directly under the County Executive. During disasters, it is critical that the Executive demonstrate leadership through effective management of the disaster and its consequences. As a stand-alone department or office directly under the Executive, there is no question as to who is responsible for major policy decisions, which could make regional coordination efforts easier to accomplish.

Recommendation #23: Evaluate the costs and benefits of repositioning the emergency management function outside the Sheriff's Office. It may be its own department under the County Executive, added to a department that provides countywide services, or an entity that serves the emergency management needs of all communities in Whatcom County.

Financial Authority during Disasters

There are several reasons that a Proclamation of Emergency is made by a County Executive. One key provision is to allow for extraordinary measures to be used to finance and support the County's response to a disaster. Typically, this includes the waiving of competitive bid requirements for contracts or purchases and other normal limits on purchasing authorities for individuals. WUC staff requested purchases to support emergency activities, but some were questioned, or staff were told that they needed to follow standard bidding procedures. Even with the emergency proclamation in place and the Delegation of Authority to the IC providing defined financial authority, individuals were not allowed to exercise that authority to make emergency purchases, which hindered the speed of the response effort.

As COVID-19 spread and the Health Department needed additional staff, Department leadership could not move as quickly as they wanted because Council had to approve the spending authority for temporary help and approve grant-funded positions.

Recommendation #24: Provide additional training on emergency procurement processes to Finance Department personnel so that they provide the needed support for the response effort. Provide emergency procurement authority during the entire duration of a future event.

Recommendation #25: Consider alternatives to standard procedures during a disaster response. During proclaimed emergencies, there is often a need for quick decisions and flexibility in administering policies and procedures. In this instance, it would have been more appropriate and effective for Council to have given a blanket budgetary approval for a certain number of additional Health Department staff.

Information Management

Public Health Policy for the Release of Health Information

There was a consistent and continuing disagreement between WUC and the Health Department concerning what information on COVID-19 cases should be released to the public or even shared within government circles.

WUC leaders expected, and even demanded, that more detailed information be shared to enhance their situational awareness on the status of the disease in Whatcom County. The Health Department had internally debated the correct amount of information to be released to protect the identity of individuals, businesses, and other entities. They believed a more restrictive standard for the release of what they considered sensitive information was the correct path.

The Whatcom County CEMP states that the Health Department will provide information to WUC when requested. County Council also amended the County Code to direct the Health Department to provide information in an emergency.

Recommendation #26: The Health Department should develop a general policy that can be applied to the release of health information. This policy should be coordinated with all responsible parties internal to the County. The policy should be also coordinated with the PHAB and the Health Officer, requesting their input to the policy.

The Health Department should produce a formal coordination document that allows reviewers to concur or not concur with the policy as drafted and to provide their rationale for non-concurrence. The Health Department should then either amend the document or specify why they do not accept the rationale for non-concurrence.

A final version of the policy statement and a summary of stakeholder input should be presented to the Whatcom County Health Board. The Health Board should then approve or cause the policy to be amended to meet their guidance. A final version of the policy will then be distributed to all parties and operationalized when needed.

Internal Information Sharing

A comment shared by several interviewees was that they felt they were not kept informed. Internal information sharing within WUC and between departments was not always evident. Additionally, there were instances where key staff within WUC were sharing information inappropriately outside of the normal information sharing channels. This created trust issues within WUC. There were legal issues such as HIPAA to consider and policy decisions made by individuals that caused tension between departments.

During disasters, the collection of information is not always perfect. At times, information comes in that is incomplete, but not known to be incomplete. There may also be information that is common knowledge and or not properly vetted but is necessary for those working the disaster to anticipate future problems or issues. Thus, when information is shared within an ECC, it might merely be a “heads up” for key players who will develop a strategy for what to do with the information. If that information is inaccurate and then widely shared, it could lead to premature decisions or actions that derail response efforts or cause harm needlessly. On the other hand, not sharing key information with those who need it to effectively make decisions or deliver their actions can result in poorly executed actions, and cause tension and mistrust between individuals or organizations.

Recommendation #27: Develop procedures to ensure that appropriate personnel receive information that keeps them informed. All employees should be receiving general updates regarding the ongoing disaster, particularly issues that may impact their ability to perform work assignments. Distribution of the information can take many forms including social media or normal employer to employee communication methods. Reports that contain confidential or sensitive information should be clearly marked and distributed only to those individuals who need the information to perform their role.

Recommendation #28: Improve incident information sharing by establishing a Situation Report (SITREP) format and distributing it widely during events. A SITREP should be produced each 24-hour period at minimum. Its purpose is to share information about an incident including the impacts of the disaster and how agencies are responding. Councilmembers and others responding to the disaster should receive a copy of the daily SITREP. The information recommended for a SITREP is provided in Appendix I: Sample Situation Report.

Joint Information Center

The Joint Information Center (JIC) is a parallel organization that functions under the auspices of the ECC. It is the organization responsible for distributing information to the media and directly to the public. For the JIC to be effective, it must have total access to the operational and situational picture being constructed by the ECC. Besides using the traditional news releases and news conferences, the use of social media tools will reach a wider audience. By the JIC maintaining a social media presence, it can assist the operational side of the ECC with situational awareness, and countering rumor control, misinformation, and disinformation. A close working relationship between the EOC Director and the JIC Manager must be maintained.

The manager of the JIC was a Sheriff's Office employee who focused on working community efforts while the Health Department representative focused on health-related issues. Roles and responsibilities were not clear initially, which resulted in one effort being led by the Sheriff's Office as part of WUC and another effort in a separate room dealing with Health Department issues. Both groups did good work and the leaders worked to effectively communicate with each other. An integrated effort, typical of a JIC organization, might have been more effective.

Recommendation #29: Establish one JIC with members assigned clear roles and responsibilities. A JIC procedures manual would support individuals who are not familiar with this type of effort. Job aids such as one-page sheets with check lists and key information would be helpful. The addition of a public information FTE to the emergency management function, as described in recommendation #15, could establish JIC processes and procedures and orchestrate training and exercise participation by a wide range of County staff with the necessary public information skill set.

Recommendation #30: Provide training and exercises to department Public Information Officers (PIOs) so they understand the functions of the JIC and they role they will play. PIOs working in the JIC need to come from County departments and may benefit from mutual support from PIOs and communications staff from other public agencies and even business when appropriate. It may be necessary to augment the public information function with County staff who are not PIOs but have skills and abilities that are complementary to the work of the JIC.

Preparing for the Future

Whatcom County is a highly desirable area for outdoor enthusiasts, retirees, college students, and those who seek the advantages of city amenities as well as country living. Day travelers to the area include those shopping from Canada as well as individuals arriving from other parts of Washington State to enjoy the unique qualities of the area. As the ninth most populous county in the state, it is growing, and with this growth comes more challenges common to urban areas. Complexity is also added by the county's role as a major international crossing between the United States and Canada.

Emergency management has become a more prominent government function during the last several years with the arrival of a pandemic disease and increased weather incidents. As Whatcom County grows and evolves, it must build a strong, vibrant framework to respond to such events. Unity of effort is a key component of ICS and is often the determining factor between a successful operation and one that is awkward and contentious.

The recommendations in this report focus on building internal County capacity to prepare for future disasters. County emergency management staff can also build stronger relationships with non-profit and private organizations to have a larger support network in a future response effort. Training and exercises can extend to these organizations and County staff can be trained on effectively using volunteers.

In addition to the recommendations in this report, Whatcom County Council and staff should consider an additional factor that could enhance the emergency management function and strengthen future response efforts. This option should be seen as part of Whatcom County's continued evolution and the strengthening of its emergency management function as it readies for a future that will likely require more sophisticated responses to more frequent and more complex emergencies.

Type 3 Incident Management Team

Whatcom County has many natural and man-made hazards that can impact people and property. The County has adopted the use of the ICS for all of its emergency and disaster response needs. This is particularly appropriate for field operations of all types that require an incident commander to coordinate and direct field operations.

Nationally, many local jurisdictions have established Type 3 All Hazards Incident Management Teams (AHIMT). The U.S. Fire Administration states:

> *"A Type 3 AHIMT is a multi-agency/multi-jurisdictional team used for extended incidents. It is formed and managed at the local, state, or tribal level and includes a designated team of trained personnel from different departments, organizations, agencies, and jurisdictions. Type 3 AHIMTs are deployed as a team of 10-20 trained personnel, representing multiple disciplines who manage major and/or complex incidents requiring a significant number of local, state, or tribal resources. They manage incidents that extend into multiple operational periods and require a written Incident Action Plan. A Type 3*

AHIMT may initially manage more complex incidents that later transition to a national level AHIMT."[20]

Given its use of ICS, it would be appropriate for Whatcom County to expend the financial resources to form, train, and sustain a Type 3 IMT that is all-hazards focused. Previous efforts to have a Whatcom County Type 3 IMT have not succeeded due to a lack of resources and consistent priority.

The County Council should investigate what it would take in funding to form and sustain a functioning County-funded Type 3 AHIMT.

[20] U.S. Fire Administration – IMT Overview, https://www.usfa.fema.gov/training/imt/imt_overview.html.

Appendix A: Recommendations Summary

Issue/Area for Improvement	Recommended Corrective Actions
1. **Planning, Training, and Exercises.** The Comprehensive Emergency Management Plan (CEMP) is due for an update.	Update the CEMP to ensure it complies with current federal and state requirements. Consider using Washington State Emergency Management Division assistance, either on-line tools or technical support. Add a Pandemic Annex.
2. **Planning, Training, and Exercises.** Plans and County Code are inconsistent regarding who has authority in the absence of the County Executive and who will serve as the lead agency for specific disasters.	Address inconsistencies in the CEMP and County Code regarding authority in a disaster and line of succession.
3. **Planning, Training, and Exercises.** All disaster planning efforts throughout County government should be updated regularly. Plans reviewed were several years old or in draft form.	All County Departments should review and update Continuity of Operations Plans annually with particular attention to orders of succession and delegations of authority whenever personnel changes affect key positions.
4. **Planning, Training, and Exercises.** One of the cornerstones of emergency management is to have a robust disaster training and exercise program.	Develop and update plans, procedures, and job aids to build a stronger capability to respond to and recover from disasters. Conduct training and exercise programs for all levels from elected officials to all those working within or supporting unified commend.
5. **Planning, Training, and Exercises.** It was difficult to cover all Whatcom Unified Command (WUC) positions for the duration of the activation. There was a lack of depth at various positions in WUC for an incident of this size and duration.	If the County continues to use Incident Command System (ICS), a much more concerted effort must be established to implement ICS at the Emergency Command Center (ECC). To do so will require representation from all the County departments, as well as other agency representatives and volunteers, with multiple individuals being trained to a much higher level of proficiency than that which was experienced in the pandemic response.
6. **Planning, Training, and Exercises.** Some individuals assigned to work in the ECC or WUC were unfamiliar with the responsibilities of their assigned positions.	Ensure job aids, videos, or other just-in-time training materials are available to orient first-time responders to the facility, processes, and their assigned positions.
7. **Policy Roles and Responsibilities.** A lack of trust developed between organizations within the executive branch as well as between the legislative and executive branches.	Conduct training for councilmembers, elected officials, and department heads on crisis communications. This would include an understanding of information flows coming from the ECC and sharing information with the public via their role as elected officials.

Issue/Area for Improvement	Recommended Corrective Actions
8. **Policy Roles and Responsibilities.** The working relationship between the Health Department and the Sheriff's Office was strained.	County leaders must work to establish healthy working relationships during non-disaster times so that trust between organizational elements exist when disasters do strike.
9. **Policy Roles and Responsibilities.** Councilmembers worked or dropped in at the ECC regularly participating in operational discussions. These actions were considered disruptive by employees working in WUC.	Councilmembers should not work or drop by unannounced at executive work areas, including the ECC, during disasters. Protocols should be established, and appropriate training delivered.
10. **Policy Roles and Responsibilities.** Roles and responsibilities of elected officials during disasters were not clear.	Review the language in the County Code to define the Health Board's powers and responsibilities clearly. Include elected officials in disaster preparedness training and exercise activities to include roles and responsibilities during disasters.
11. **Policy Roles and Responsibilities.** Roles and responsibilities of elected officials during disasters were not clear.	Councilmembers can help the County be successful in establishing unity of effort. If the Executive provides situation reports and updates, the council can help keep constituents informed and collect information from them to assist the Executive in response efforts.
12. **Policy Roles and Responsibilities.** Health Board membership includes only elected officials and no members representing the public health or medical fields.	Expand Health Board membership to include representatives from public health/medical fields. Consider adding elected officials from cities. Update Whatcom County Code to reflect changes.
13. **Policy Roles and Responsibilities, WUC.** ICS may not have been appropriate for use as command and control of countywide operations.	Explore the use of different models for EOC organization depending on the disaster. If a future disaster is similar in scope and breadth to the pandemic, a Departmental Structure model is recommended.
14. **Policy Roles and Responsibilities, WUC.** One common challenge faced by ECCs is what decisions are operational and what are policy level.	During training, the ICS Command and General Staff Section Chiefs should meet with the Policy Group and clearly discuss roles and responsibilities, to include what types of issues will be escalated to the policy group.
15. **Policy Roles and Responsibilities, WUC.** One common challenge faced by ECCs is what decisions are operational and what are policy level.	Expand the Policy Group and come to a clear understanding of which issues will be forwarded to that group for a decision.

Issue/Area for Improvement	Recommended Corrective Actions
16. **Policy Roles and Responsibilities, WUC.** When the County Executive proclaimed an emergency and directed the use of unified command, the Health Department determined it would continue to work independently under its own incident command.	There should be just one organizational structure. Once that executive-level decision is made, individual departments need to work together within that unified structure toward common goals.
17. **Policy Roles and Responsibilities, ECC.** WUC did not conduct fully remote operations. There is a natural aversion to transitioning a physical disaster response to a virtual one by personnel who have never employed a virtual response methodology.	WUC should develop and practice a virtual operational capability. and develop social distancing guidelines in the ECC. If space becomes an issue, consider some functions that may be able to work off-site or remotely.
18. **Policy Roles and Responsibilities, ECC.** There is not a common term for the facility housing WUC. Some documents reference Emergency Coordination Center (ECC) while others say Emergency Operations Center (EOC).	Those working in the facility should use common terminology. Choose the name and refer to the facility by that name in documentation, training, exercises, and incidents.
19. **Staffing.** The level of commitment from County departments in fully supporting WUC was lacking.	The County Executive should take more a direct leadership role during a declared disaster and direct departments to support the ECC as needed.
20. **Staffing.** During this pandemic, County employees worked hard for months while experiencing disaster impacts along with their community. Many experienced disruptions at home as well as at work. Some employees felt that they had little support from their elected officials.	Elected officials are not only accountable to constituents but must be leaders and cheerleaders to County employees. Small gestures can improve performance and turn a difficult situation into one that is better.
21. **Staffing.** Over the past 20 years, federal funding for public health agencies has waned, resulting in the public health function struggling to accomplish all of its many responsibilities. Whatcom County started the pandemic with 80 employees and two years later it is now staffed with 113 positions, plus over 50 temporary positions.	Maintaining Health Department staffing at levels able to perform mandated requirement as well as support community expectations will benefit Whatcom County as they recovery from this disaster.
22. **Staffing.** The Emergency Management function currently has a staff of four which is not adequate for the needs of the community. The pandemic demonstrated the need for additional staff in planning and public information positions.	Add one public information position and one planning position to the emergency management staff.
23. **Staffing.** Moving the Emergency Management function to the Executive would elevate the status of the program.	Evaluate the costs and benefits of repositioning the emergency management function.

Issue/Area for Improvement	Recommended Corrective Actions
24. **Financial Authority.** A proclamation of emergency has been in place for over two years. WUC requested purchases to support emergency activities, yet some were inappropriately questioned or were told by individuals working in Finance that they needed to follow standard bidding procedures including getting three bids. Emergency powers includes the ability to waive standard bidding procedures during a proclaimed disaster.	Conduct training on emergency procurement policies and procedures.
25. **Financial Authority.** Health Board and Council decisions at times slowed down executive-level activities specifically in hiring approval for the Health Department.	Health Board / Council members should consider alternatives to standard procedures when a more timely model will improve disaster response.
26. **Information Management.** Health Department and WUC disagreed on some aspects of COVID-19 case information that should be shared internally as well as with the public. Protocols for sharing information with elected officials were not in place resulting in some information being shared in public forums before official statements were made.	Public Health should develop and then achieve concurrence on a policy regarding sensitive health information.
27. **Information Management.** Internal information sharing within WUC and between departments was not always evident. Additionally, there were instances where key staff within WUC were sharing information inappropriately outside of the normal information sharing channels.	Develop procedures to ensure appropriate personnel receive information that keeps them informed.
28. **Information Management.** Councilmembers did not feel informed about the response effort.	Improve incident information sharing by establishing a Situation Report (SITREP) format and distributing it widely during events.
29. **Information Management.** The Joint Information Center (JIC) was really two separate efforts; one that focused on health-related activities and the other focused on non-health issues generated by response to the pandemic. They worked in two separate spaces and efforts were not fully coordinated.	Establish a single JIC that is managed by a single individual. Develop procedures, train to them, and exercise them.

Issue/Area for Improvement	Recommended Corrective Actions
30. **Information Management.** JIC activities were not fully coordinated, and roles and responsibilities were not clear.	Provide training and exercises to department Public Information Officers so they understand the functions of the JIC and they role they will play.

Appendix B: Incident Timeline

Date	Decision / Action
1/21/2020	First COVID-19 case confirmed in the United States in Snohomish County, WA
1/21/2020	Whatcom County Health Department leads health response to COVID-19
2/28/2020	First known U.S. death due to COVID-19
2/29/2020	Governor signs statewide Emergency Proclamation
3/10/2020	Whatcom County Proclaims Emergency with first confirmed case of COVID-19
3/13/2020	State orders all schools to close by 3/17/2020 for in-person instruction through the end of April – several extensions occur through 2020
3/13/2020	U.S. President signs nationwide Major Disaster Declaration
3/16/2020	Whatcom Unified Command stands up
3/16/2020	Whatcom County Executive signs Executive Order limiting "in-person" services as much as possible beginning March 18, 2020
3/17/2020	State shuts down bars, restaurants for in-person service, and bans large gatherings – other state mandates follow within days
3/18/2020	State issues moratorium on residential evictions for rent non-payment and lapse of lease
3/18/2020	International border between U.S. and Canada closed – First virtual meeting of the International Task Force
3/19/2020	First Whatcom County resident dies from COVID-19
3/23/2020	State signs "Stay Home, Stay Healthy" order
3/30/2020	Motel contracted by County to provide shelter for homeless persons as needed to prevent the spread of COVid-19
4/3/2020	Whatcom County Health Department drive through testing site available for high-risk populations
4/23/2020	Whatcom Unified Command moves to single Incident Commander and delegates authority to Scott McCreery
6/5/2020	State approves Whatcom County to move to phase 2 of State's Safe Start
7/7/2020	Whatcom County Public Health Advisory Board launches "Safer, Stronger Together Campaign" to support businesses – multiple organizations participating
8/4/2020	Health Officer recommends that schools continue remote learning to school superintendents
11/2/2020	Whatcom Unified Command transfers delegation of authority to Erika Lautenbach
3/13/2021	COVID-19 vaccination center opens to the public at Bellingham Technical College
3/13/2021	Last Situation Report filed by WUC

Appendix C: Proclamation of Emergency

WHATCOM COUNTY
PROCLAMATION OF EMERGENCY

WHEREAS, the Whatcom County Health Department and the Whatcom County Sheriff's Office Division of Emergency Management has reported to the Whatcom County Executive, beginning January 21, 2020, that operations and planning for the expanding outbreak of COVID-19 is occurring in Whatcom County, and,

WHEREAS, this incident is a threat to life and public health, and demands immediate action, and,

WHEREAS, persons and public health will be at risk of a massive breakout that requires further efforts be taken to expand operations and planning actions to reduce the threat to life and public health, and

WHEREAS, this constitutes an emergency as defined by the Whatcom County Comprehensive Emergency Management Plan and necessitates the utilization of powers granted pursuant to the Whatcom County Charter and RCW 38.52.070(2); therefore,

BE IT PROCLAIMED BY THE WHATCOM COUNTY EXECUTIVE that an emergency exists in Whatcom County; therefore, Whatcom County departments are authorized to do the following:

(1) Enter into contracts and incur obligations necessary to combat such emergency situations to protect the health and safety of persons; and,

(2) Provide appropriate emergency assistance to the victims of such disaster; and,

(3) Other actions, as deemed appropriate by the Health Officer and the Director of Emergency Management or his designee.

Each Whatcom County department is authorized to exercise the powers vested under this proclamation in the light of the exigencies of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements). This Proclamation shall remain in effect until the issuance of a Termination Proclamation by the Whatcom County Executive.

Dated this 10th day of March 2020.

Satpal Singh Sidhu, Whatcom County Executive

Recommended by:

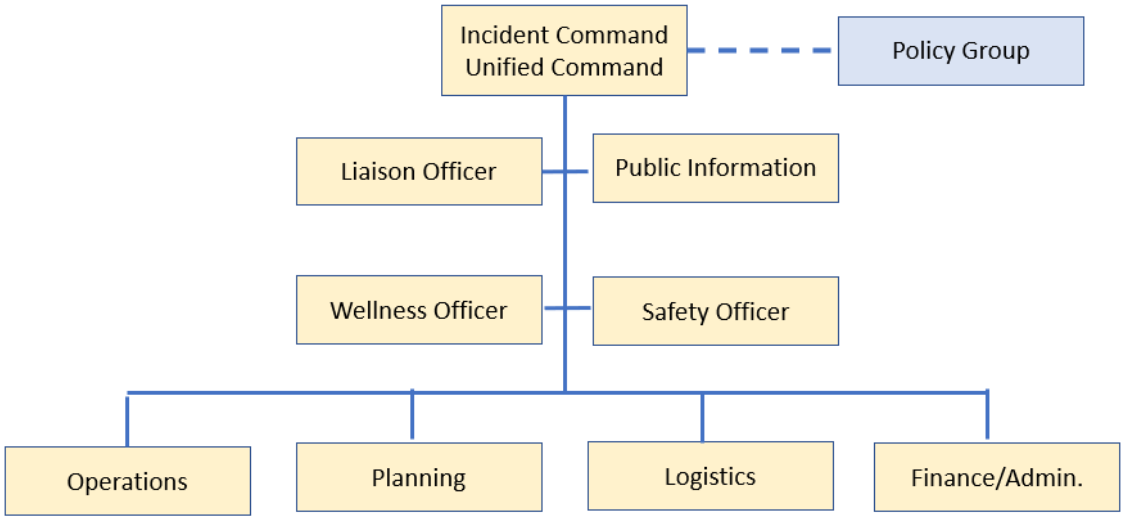
Sheriff Bill Elfo
Director of Emergency Management

Approved as to Form:

Deputy Prosecuting Attorney

Appendix D: Whatcom Unified Command

Whatcom Unified Command Organizational Chart



Whatcom County Unified Command, Incident Objectives – April 5, 2020

1. Prevent and mitigate the spread of COVID-19
   a. Provide essential medical screening and care
   b. Establish isolation facilities to meet countywide demand
   c. County Health Officer to provide data-driven decisions on public health strategies
2. Provide for the most vulnerable members of the community
3. Ensure adequacy of first responder personnel resources
4. Provide resources and supplies to healthcare facilities as requested
5. Maintain essential services
   a. Identify critical functions/services (e.g., utilities, continuity of essential government services, public transportation etc.)
   b. Maintain childcare for essential personnel
   c. Monitor health of essential personnel
   d. Minimize staffing in EOC
   e. Establish surge capacity capability
6. Monitor and mitigate economic impacts on the community

a. Assess agricultural, aquacultural, fishery and farming impacts

b. Monitor and assess impacts to board restrictions

c. Monitor and assess impacts on local government ensuring compliance with state and FEMA guidance

7. Keep the public, stakeholders, and the media informed of response activities

8. Manage a coordinated interagency response effort that reflects the makeup of Unified Command

Appendix E: Delegation of Authority for Scott McCreery

WHATCOM UNIFIED COMMAND

Whatcom County COVID-19 Emergency
Delegation of Authority/Delegation of Responsibilities

Date: April 20, 2020

To: Scott McCreery, Port of Bellingham

Subject: Delegation of Authority

You are hereby delegated authority to represent the undersigned Whatcom County agencies as Incident Commander for response to the COVID-19 disease outbreak in Whatcom County caused by the SARS-CoV-2 novel coronavirus pandemic. You have full authority and responsibility for managing the Whatcom County COVID-19 incident, including managing the activities of the Whatcom County COVID-19 Incident Management Team and committing the resources of the undersigned agencies as necessary to support the Whatcom County COVID-19 incident response within the framework of law, agency policies, the broad direction provided in this Delegation of Authority, and additional policy and priority guidance provided by the COVID Emergency Executive Board.

In your role as Incident Commander, our specific expectations are that you will:

1. Provide for the safety of responders and the public.
2. Coordinate with existing agencies and resources to meet overarching objectives set forth by the Executive Board to prevent the spread of COVID-19 and mitigate the impacts posed by the epidemic.
3. Communicate with the Executive Board at least daily, unless agreed otherwise, or anytime a significant change in the status of the incident response occurs.
4. Submit a Daily Situation Report to the Executive Board no later than 1700 each day.
5. Provide logistical support to response agencies, local public health organizations, health care provider organizations, and other government and non-governmental agencies as directed by the Executive Board.
6. Coordinate with other emergency management officials for shared situational awareness and planning for response, demobilization, and transition to the recovery phase.

1

7. Maintain close coordination with the Whatcom County Sheriff's Office Division of Emergency Management (DEM) regarding access and use of FEMA and State resources and regarding State and FEMA reimbursement for COVID-19 related expenses, for which DEM has responsibility.
8. Manage the incident cost-effectively. Your financial delegation of authority is limited to $40,000 per individual transaction; all individual expenses greater than $40,000 require authorization by the Executive Board or their financial approval designee.

Specific situations in which you are to report to the Executive Board immediately include:

- Injury to an IMT member that requires hospitalization or death of any IMT member
- Any issues of a sensitive nature such as COVID-19 outbreak clusters, claims, litigation or political impacts
- Negative media coverage or public perception
- Serious shortfalls of critical resources

This delegation is effective at 0900 on April 23, 2020, and will remain in effect until command is transferred to a relieving Incident Commander or until the need for Incident Command is no longer necessary.

Satpal Singh Sidhu
Whatcom County Executive

Lawrence Soloman
Chairman, Lummi Nation

Seth Fleetwood, Mayor of Bellingham
Mayor of Bellingham

Bill Elfo
Whatcom County Sheriff

Accepted by:

Date: APRIL 20, 2020
Scott McCreery

Appendix F: Delegation of Authority for Erika Lautenbach

WHATCOM UNIFIED COMMAND

Whatcom County COVID-19 Emergency
Delegation of Authority/Delegation of Responsibilities

Date: November 2, 2020

To: Erika Lautenbach, Whatcom County Health

Subject: Delegation of Authority

You are hereby delegated authority to represent the undersigned Whatcom County agencies as Incident Commander for response to the COVID-19 disease outbreak in Whatcom County caused by the SARS-CoV-2 novel coronavirus pandemic. You have full authority and responsibility for managing the Whatcom County COVID-19 incident, including managing the activities of the Whatcom County COVID-19 Incident Management Team and committing the resources of the undersigned agencies as necessary to support the Whatcom County COVID-19 incident response within the framework of law, agency policies, the broad direction provided in this Delegation of Authority, and additional policy and priority guidance provided by the COVID Emergency Executive Board.

In your role as Incident Commander, our specific expectations are that you will:

1. Provide for the safety of responders and the public.
2. Coordinate with existing agencies and resources to meet overarching objectives set forth by the Executive Board to prevent the spread of COVID-19 and mitigate the impacts posed by the epidemic.
3. Communicate with the Executive Board at least monthly, unless agreed otherwise, or anytime a significant change in the status of the incident response occurs.
4. Submit a Daily Situation Report to the Executive Board no later than 2100 each week day.
5. Provide logistical support to response agencies, local public health organizations, health care provider organizations, and other government and non-governmental agencies as directed by the Executive Board.
6. Coordinate with other emergency management officials for shared situational awareness and planning for response, demobilization, and transition to the recovery phase.
7. Maintain close coordination with the Whatcom County Sheriff's Office Division of Emergency Management (DEM) regarding access and use of FEMA and State resources and regarding State and FEMA reimbursement for COVID-19 related expenses, for which DEM has responsibility.

8. Manage the incident cost-effectively. Your financial delegation of authority is limited to $40,000 per individual transaction; all individual expenses greater than $40,000 require authorization by the Executive Board or their financial approval designee.

Specific situations in which you are to report to the Executive Board immediately include:

- Injury to an IMT member that requires hospitalization or death of any IMT member
- Any issues of a sensitive nature such as significant COVID-19 outbreak clusters, claims, litigation or political impacts
- Negative media coverage or public perception
- Serious shortfalls of critical resources

This delegation is effective at 0900 on November 2, 2020, and will remain in effect until command is transferred to a relieving Incident Commander or until the need for Incident Command is no longer necessary.

Sincerely,

Satpal Singh Sidhu
Whatcom County Executive

Lawrence Solomon
Chairman, LIBC

Seth Fleetwood
Mayor, City of Bellingham

Bill Elfo
Whatcom County Sheriff

Accepted by:

_____ Date: _____11/5/20_____
Erika Lautenbach

Appendix G: Interviews

In addition to gathering written documentation of County activities, 24 individuals were interviewed from the following organizations:

- Whatcom County Health Department
- Whatcom County Sheriff's Office (including Emergency Management)
- Whatcom County Human Resources Division
- Whatcom County Executive's Office
- Whatcom County Council / Health Board
- Port of Bellingham
- City of Bellingham
- Public Health Advisory Board
- Whatcom Community Foundation
- City of Ferndale
- City of Nooksack

General Questions

1. Briefly explain the role you played in responding to the pandemic. Did your role change over time? Who had authority over you and who did you personally report to on a day-to-day basis? Did that ever change?
2. What do you think your department or County leaders did well during the first twelve months following the announcement of COVID-19 in Whatcom County?
3. What do you think your department or County leaders could have done better in the first twelve months following the announcement of COVID-19 in Whatcom County?

Operational Coordination

4. Were the roles of the County Executive, County Council, Health Officer, and Board of Health clear?
5. What role, if any, did the Public Health Advisory Board assume during the pandemic?
6. Generally, there is an Incident Commander that oversees policy and strategy but in Unified Command there are multiple organizations that must work together to set policy and strategy. How did that work? When was Unified Command initiated?
7. How were decisions made concerning actions to be taken in response to the pandemic? Were there official votes? Was it consensus decision making or another style?

Emergency Workers/Volunteers

8. How did you utilize emergency workers such as the Medical Reserve Corps, CERT, Search and Rescue, etc., during the pandemic? What roles did they perform? Were they all registered emergency workers through Whatcom County?
9. How did you prioritize the work of volunteers?

Planning

10. Did existing disaster plans such as the Continuity of Operations Plan or Comprehensive Emergency Management Plan provide sufficient guidance for the pandemic? Were your role and responsibilities clear? Do you think any roles or responsibilities should change in a future emergency response?
11. How did disaster exercises conducted in the past help you and your staff respond to COVID-19?
12. Describe any other planning efforts that were used before COVID-19 arrived and then once it was detected in this country in January 2020?

Situational Assessment

13. When did you first become concerned about COVID-19? How were you notified and what were your first thoughts and actions?
14. What information helped you make good decisions?
15. How did you determine essential elements of information that were needed to help policy makers provide the best course of action to maintain county services while ensuring the safety and wellbeing of employees? What information helped you make good decisions?
16. How did changing federal and state public health decisions and recommendations impact your actions?

Public Information and Warning

17. Was there a Joint Information Center (JIC) or Joint Information System (JIS) established? If so, how was it staffed and how many hours a day? As the situation changed, how did the JIC/JIS change?
18. Were multiple departments sending messages to the public regarding COVID-19 through traditional media outlets or social media?
19. How did federal and state public health messaging impact your own public health and governmental messaging?
20. What social media tools did you use for messaging? Did you use them for rumor control purposes? What was your approach to dealing with misinformation and outright disinformation?

Health and Safety

21. What adjustments were made to ensure that county personnel who delivered essential services to the community remained safe and observed appropriate safety protocols? (Examples: plastic dividers, sanitizing work areas, PPE, social distancing)
22. What were the criteria for employees who were either directed to or given permission to work from home during the pandemic? Did Whatcom County provide necessary equipment such as cell phones or laptop computers? Were employees expected to work certain hours while at home or were work hours flexible?

23. What types of challenges did you experience when working with other jurisdictions such as tribal nations, cities, special purpose districts, neighboring counties, state, and federal agencies?

Logistics and Supply Chain

24. Were there any stockpiles of Personal Protective Equipment (PPE) in any Whatcom County Department? If so, how long was the supply expected to last? How long did it last?
25. Which agency took the lead in collecting the resource needs of the county as a whole and then transmitting them to the state, and lastly managing the receipt and distribution of PPE? How was that all worked out?
26. How were resource requests from the county to the State EOC initially managed? When did you realize that normal resource requesting processes through the State EOC were not working well enough to meet your immediate needs? What measures did you take to obtain necessary PPE for essential workers?

Appendix H: Pandemic Related Spending

Spending Summary

This summary provides an overview of federal relief funds received and spending to support the response to the COVID-19 pandemic. The expenditures are from the period January 1, 2020 to July 31, 2021. Funding detail is taken from the County's financial system. A "cost category" label has been added to each line item to assist with categorizing expenses into groups (e.g., personnel costs, contractual services).

Federal Relief Funds

Whatcom County received over $20 million from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was signed into law on March 27, 2020. The amounts listed in Exhibit 3 are from Whatcom County's 2020 Comprehensive Annual Financial Report.

Exhibit 3: CARES Funding Received as of December 31, 2020

Whatcom County Fund Name	Federal Agency Name	Expenditures	Passed through to subrecipients
District Court-AOC CARES	U.S. Department of the Treasury / Administrative Office of the Courts	$35,149	
CARES Act-Box in the Virus	U.S. Department of the Treasury / WA State Department of Health	$1,089,287	
FY20 COVID Local CARES	U.S. Department of the Treasury / WA State Department of Health	$2,263,800	$333,386
COVID-19 Emergency Res.	U.S. Department of the Treasury / WA State Department of Commerce	$16,897,500	
Total Funding		**$20,285,736**	**$333,386**

Sources: Whatcom County Comprehensive Annual Financial Report, 2020; BERK, 2021.

Expenditures

Whatcom County used several funds to track expenditures related to the pandemic response. A summary of expenditures in each fund by cost category and/or cost center is provided in this section.

In total, the County spent $26.3 million on COVID-19 response efforts during the period January 1, 2020 to July 31, 2021. Exhibit 4 provides an overview of total expenditures by fund and expenditures by fund for each year. The majority of spending occurred in 2020.

Exhibit 4: Expenditures by Fund and by Year

Fund Name	Total Expenses	2020 Expenses	2021 Expenses
Administrative Services Fund	$691,394	$562,283	$129,111
Covid-19 Emergency Response Fund	$10,661,633	$10,115,403	$546,230
Emergency Management Fund	$106,697	$96,405	$10,292
General Fund	$13,452,549	$8,542,350	$4,910,198
Homeless Housing Fund	$1,403,712	$820,026	$583,686
Total	**$26,315,984**	**$20,136,467**	**$6,179,517**

Sources: Whatcom County Finance Department, 2021; BERK 2022.

General Fund

The General Fund is the general operating fund of the County. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.[21] The exhibits below provide a breakdown of General Fund expenditures based on cost category and cost center. As shown in

Exhibit 5, 62.8% of total expenditures were for personnel (staff salaries, benefits, overtime, temporary help).

Exhibit 5: Total General Fund Expenditures by Cost Category

Cost Category	Total Expenditures	Percent of total
Personnel	$8,449,101	62.8%
Contractual Services	$1,912,021	14.2%
Other Miscellaneous	$1,600,658	11.9%
Space Rental	$500,004	3.7%
Equipment	$387,676	2.9%
Transfers Out	$250,000	1.9%

[21] Whatcom County 2020 Annual Comprehensive Financial Report, page 36.

Cost Category	Total Expenditures	Percent of total
Supplies	$193,760	1.4%
Advertising	$83,343	0.6%
Misc. Communications	$68,956	0.5%
Equipment Rental	$4,401	0.03%
Repairs/Maintenance	$1,624	0.01%
Utilities	$1,005	0.01%
Total	**$13,452,549**	**100%**

Sources: Whatcom County Finance Department, 2021; BERK 2022.

Exhibit 6 shows General Fund expenditures by cost center. As shown in Exhibit 7, nearly 90% of total expenditures were for the Health Department's response. Expenditures in individual departments, such as the Assessor or the County Clerk, were for personnel or computer and software purchases.

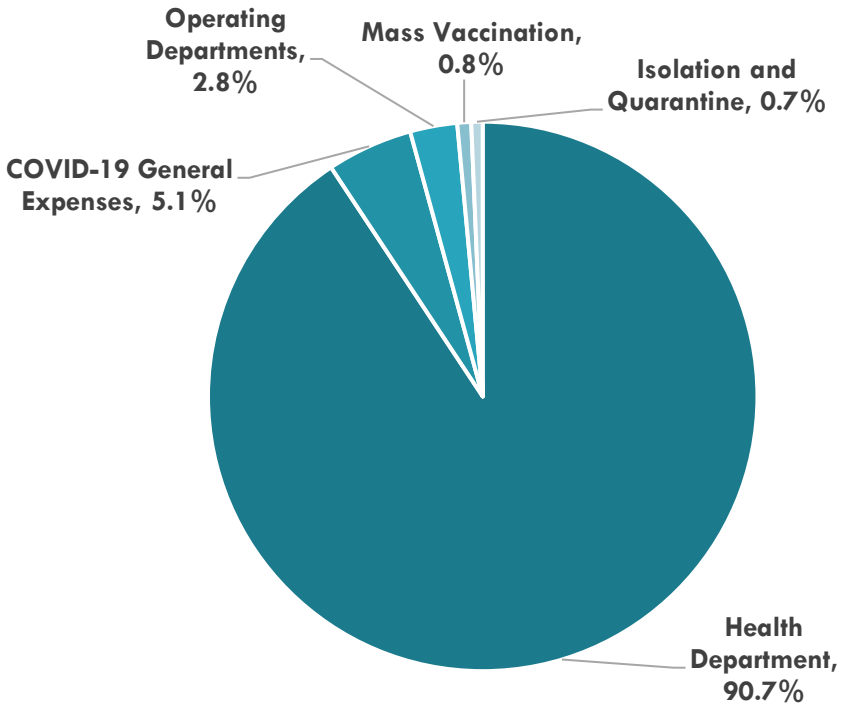
Exhibit 6: Total General Fund Expenditures by Cost Center

Cost Center Name	Total Expenditures
Assessor	$22,213
Auditor	$17,519
CARES Act/CARES Act ELC	$1,839
County Clerk	$47,095
County Executive	$7,258
COVID-19	$566,473
COVID-19 EMS Supplies	$38,869
COVID-19 Event	$74,183
District Court	$89,437
District Court Probation	$16,292
DOH Con Con COVID Response	$541,276
Health - 2019-nCoV Outbreak	$4,193,653
Health - CARES Act-Box in the Virus	$1,071,753
Health - COVID ELE ELC	$257,433
Health - FY20 COVID Local CARES	$6,136,266
Isolation & Quarantine Facility	$89,851
Juvenile Court	$70,132

Cost Center Name	Total Expenditures
Mass Vaccination Reimbursement	$109,857
Parks & Recreation	$16,393
Planning & Development Services	$50,837
Prosecuting Attorney	$692
Public Defender	$4,389
Superior Court	$20,360
Treasurer	$8,477
Total	**$13,452,549**

Sources: Whatcom County Finance Department, 2021; BERK 2022.

Exhibit 7: Total General Fund Expenditures by Category



Sources: Whatcom County Finance Department, 2021; BERK 2022.

COVID-19 Emergency Response Fund

The COVID-19 Emergency Response Fund was established in 2020 to track expenditures related to the response.

Exhibit 8 provides a summary of COVID-19 Emergency Response Fund expenditures based on cost center. The information in "Brief Description of Uses" is based on the description attached to each line-item expenditure.

Exhibit 8: COVID-19 Emergency Response Fund Expenditures by Cost Center

Cost Center Name	Total Expenditures	Brief Description of Uses
Business Grants	$3,301,432	Grants to businesses, between $1,000 and $15,000
Emergency Management Expenditures	$1,446,683	Personnel, equipment, and contractual costs eligible for CARES funding
Schools-Digital Infrastructure	$1,386,689	$230,000 provided to each school district
Child Care Grants	$697,261	Grants to childcare providers, between $1,000 and $50,000; $346,372 paid to YMCA
Tiny Homes	$506,619	360 Modular Building
Rental Assistance	$502,967	Grants to individuals and property owners, between $575 and $16,900, grants to Opportunity Council and Salvation Army
Bellingham Food Bank	$476,861	Payment of $475,000 to Bellingham Food Bank
Isolation Quarantine Motel 6	$471,980	Payment of $100,560 to Lighthouse Mission Ministries; security and cleaning services
Behavioral Health	$415,687	Payments to providers such as Opportunity Council and Catholic Community Services
Bellingham High School	$401,471	Homeless shelter in partnership with Lighthouse Mission Ministries; payments to Lighthouse Mission and Bellingham High School
COVID-19 Emergency Response Operations	$390,617	Supplies, equipment, payment of $236,707 to Port of Bellingham
Tech Assistance COVID-19 Mitigation	$279,744	Consulting services, staff salaries and benefits
County Technology	$131,302	Computer hardware and software
Mobile Testing	$125,074	Payment of $94,428 to Whatcom Co. Fire District, signage, security, pro-card purchases
NW Ambulance	$38,870	Payment of $37,977 to NW Ambulance
Donated Mask Program	$21,853	Payment of $18,503 Bellingham Makerspace, cleaning services
Media-related Services	$21,610	Radio and TV services

Cost Center Name	Total Expenditures	Brief Description of Uses
Van Retrofit for COVID Transport	$19,710	Vehicle work orders, staff salaries and benefits
Comm & Enforce PH Measures	$12,764	Staff salaries and benefits
County Technology Non-CARES	$9,688	Software to facilitate remote work
Misc. Homeless Supplies	$2,751	Pro-card purchases
Total	**$10,661,633**	

Sources: Whatcom County Finance Department, 2021; BERK 2022.

Homeless Housing Fund

The Homeless Housing Fund is used to collect a ten-dollar surcharge on each recorded document. The amount collected provides funding for homeless housing programs.[22] Exhibit 9 provides an overview of expenditures in this fund by cost category.

Exhibit 9: Homeless Housing Fund Expenditures by Cost Category

Cost Category	Total Expenditures	Brief Description of Uses
Contractual Services	$328,823	Payments to service providers (Opportunity Council, YWCA, Lydia Place, NW Youth Services)
Equipment	$328,171	Furniture
Other Miscellaneous	$746,719	Payment to Bellingham City Finance
Total	**$1,403,712**	

Sources: Whatcom County Finance Department, 2021; BERK 2022.

[22] Whatcom County 2020 Annual Comprehensive Financial Report, page 92.

Emergency Management Fund

The Emergency Management Fund was created to carry out federal and state mandated programs to prepare the community (emergency services systems and the public) to respond to emergency disasters beyond the capacity of regular emergency services.[23] Exhibit 10 provides an overview of expenditures in this fund by cost category.

Exhibit 10: Emergency Management Fund Expenditures by Cost Category

Cost Category	Total Expenditures	Brief Description of Uses
Equipment	$3,387	Computer equipment
Equipment Rental	$186	Birch Equipment Co.
Personnel	$101,846	Salaries and benefits for Emergency Management staff
Supplies	$1,278	Amazon, Office Depot, pro-card purchases
Total	**$106,697**	

Sources: Whatcom County Finance Department, 2021; BERK 2022.

[23] Whatcom County 2020 Annual Comprehensive Financial Report, page 93.

Administrative Services Fund

The Administrative Services Fund is an internal service fund used to finance the central services of Whatcom County. These activities include finance, human resources, information services, and records. This fund also accounts for the County's self-insurance activities, tort claims, and facilities management.[24] Exhibit 11 provides an overview of expenditures by cost category and Exhibit 12 provides an overview by cost center.

Exhibit 11: Administrative Services Fund Expenditures by Cost Category

Cost Category	Total Expenditures	Brief Description of Uses
Contractual Services	$161,943	Engineering, electrical, security, cleaning services
Equipment	$18,510	Computer equipment, pro-card purchases
Equipment Rental	$2,123	Birch Equipment Co.
Misc. Communications	$303	Pro-card purchases
Other Misc.	$39,544	WA State Employment Security Dept., DocuSign
Personnel	$264,544	Staff salaries and benefits
Repairs/Maintenance	$4,499	Doorman Commercial, staff salaries and benefits
Supplies	$199,928	Building and office supplies
Total	**$691,394**	

Sources: Whatcom County Finance Department, 2021; BERK 2022.

Exhibit 12: Administrative Services Fund Expenditures by Cost Center

Cost Center Name	Total Expenditures	Brief Description of Uses
AS 210 Camp	$12,798	Security contract, supplies, equipment rental
AS Admin-COVID-19	$5,686	Staff salaries and benefits
AS COVID-19	$502,903	Cleaning, security services, building and office supplies, staff salaries and benefits
AS Finance-COVID-19	$128,600	Staff salaries and benefits, computer equipment
AS HR-COVID-19	$5,040	Staff salaries and benefits, pro-card purchases
AS Unemployment-COVID	$36,366	WA State Employment Security Dept.
Total	**$691,394**	

Sources: Whatcom County Finance Department, 2021; BERK 2022.

[24] Whatcom County 2020 Annual Comprehensive Financial Report, page 97.

Appendix I: Sample Situation Report

- **The situation to date.**
  - A brief summary of "startup details" (date, place, time, who).
  - Summary of the overall situation to date.
  - Significant events in the reporting period.
  - Weather forecast.
  - *Note: Old information is deleted*
- **Actions to date.**
  - Brief reporting of actions completed to date.
    - A table format may be used for repeat actions and/or progressive totals (e.g., destruction statistics, number of properties visited).
- **Actions to be completed.**
  - Brief reporting of scheduled/planned actions – typically for the period covered by the SITREP.
    - As mentioned above, a table may be used for repeat actions.
  - Where the operation expects to be by the next SITREP.
- **Issue(s)**
  - Brief description of issue(s) that are known/reasonably expected to arise before the next SITREP is issued (e.g. a shortage of a given resource).
  - Acknowledgment of achievements or failures.

Appendix J: Acronyms

Term	Definition
BRIC	Building Disaster Resilient Infrastructure
CEMP	Comprehensive Emergency Management Plan
CERT	Community Emergency Response Team
COOP	Continuity of Operations Plan / Continuity of Operations
COVID-19	Coronavirus Disease 2019
EEI	Essential Elements of Information
EMD	Washington State Emergency Management Division
EMPG	Emergency Management Performance Grant
EOC/ECC	Emergency Operations/Coordination Center
FEMA	Federal Emergency Management Agency
HIPAA	Health Insurance Portability and Accountability Act
IC/UC	Incident Command / Unified Command
ICS	Incident Command System
IMT	Incident Management Team
JIC/JIS	Joint Information Center / Joint Information System
PHAB	Public Health Advisory Board
PPE	Personal Protective Equipment
RCW	Revised Code of Washington
WUC	Whatcom Unified Command

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-468

File ID:	AB2022-468	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/24/2022	**Entered by:**	AReynold@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Report		
Assigned to:	Council Public Works & Health Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Report from the Public Works Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works Quarterly report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-490

File ID:	AB2022-490	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/31/2022	**Entered by:**	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	**File Type:**	Discussion		
Assigned to:	Council Planning and Development Committee			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Discussion of proposed ordinance adopting various amendments to WCC Title 20 Chapters 20.51 and 20.71 and other references to the Department of Ecology Stormwater Manual

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of proposed amendments to the Lake Whatcom Watershed Overlay District (WCC 20.51), Water Resource Protection Overlay District (WCC Chapter 20.71), and various WCC code provisions addressing how the stormwater manual is referenced and approved for County use.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Report, Draft Ordinance, Exhibit A

Whatcom County
Planning & Development Services
Staff Report to Council

Various Amendments to WCC Title 20 (Zoning), Chapters 20.51 (Lake Whatcom Watershed Overlay District) and 20.71 (Water Resource Protection Overlay District), and Other References to the Department of Ecology Stormwater Manual

I. File Information

File #: PLN2021-00008

File Name: Amendments to the Watershed Protection Overlay Districts

Applicant: Whatcom County Planning and Development Services (PDS)

Project Summary: Proposed amendments to the Lake Whatcom Watershed Overlay District (WCC 20.51), Water Resource Protection Overlay District (WCC Chapter 20.71), and various WCC code provisions addressing how the stormwater manual is referenced and approved for County use.

Location: Countywide, though primarily in the Watershed Protection Overlay Districts (Lakes Whatcom, Padden, and Samish)

Staff Recommendation: Planning and Development Services recommends that the Council approve the proposed amendments.

Attachments: Exhibit A (proposed amendments)

II. Background/Overview

Whatcom County has three geographic areas whose zoning is overlain by Watershed Overlay Districts:

- The Lake Whatcom Watershed Overlay District (WCC Chapter 20.51) covers the Lake Whatcom watershed; and,
- The Water Resource Protection Overlay District (WCC Chapter 20.71) covers the Lakes Samish and Padden watersheds.

These overlay districts modify the underlying zoning by further restricting certain types of uses, adding additional development and stormwater regulations and standards, and regulating the removal of trees and tree canopy, all of which are designed to further protect our lakes' water quality and, in Lake Whatcom's case, the primary source of the City of Bellingham's drinking water.

In 2021, and sponsored by Councilmember Donovan, Council placed on the docket item PLN2021-00008, directing staff to:

> Amend the Lake Whatcom Watershed Overlay District (WCC 20.51) and the definition of significant tree (WCC 20.97.436.4) to improve compliance with the Total Maximum Daily Load

by further reducing phosphorus loading impacts from development and improve tree protection measures.

To better understand the intent of the docket item, staff spoke with CM Donovan and staff at Re Sources, with whom CM Donovan worked in developing docket item PLN2021-00008. Three specific issues were identified:

- Lower the threshold of how much new hard surface area is exempt from installing a permanent stormwater management system (see WCC 20.51.420(1)(c));
- Lower the amount of tree canopy that can be removed on lots greater than 3 acres when not associated with development (see WCC 20.51.430(5) & 20.71.354(5); and,
- Reduce the size of what's defined as a significant tree (see WCC 20.97.419).

The code was reviewed for these possible amendments (discussed further below). In doing so, other issues, such as grammar, code construction, unused code, and outdated titles were identified. Most of the proposed amendments shown in Exhibit A are to fix those types of issues. Four additional policy issues were identified and are discussed below.

Some of the language of the Lake Whatcom Watershed Overlay District is also found in the Watershed Protection Overlay District, and if amendments are made in one, they should also be mimicked in the other to ensure consistency of regulations. A review of the Watershed Protection Overlay District was completed and amendments are proposed to both so that the language remains consistent.

And lastly, at Public Works' request, staff proposes to amend the definition of "current stormwater manual," also discussed below.

The Planning Commission held a public hearing on May 12, 2022, followed by discussions at three subsequent meetings.

III. Amendments

Please refer to Exhibit A to review the proposed amendments, most of which are to fix grammar, code construction, unused code, outdated titles, etc., and are explained therein. The following are the rationale for the potential policy amendments identified.

Policy Issues

1. In the Lake Whatcom Watershed Overlay district, lowering the threshold of how much new hard surface area is exempt from installing a permanent stormwater management system

In the Lake Whatcom Watershed Overlay District most activities are subject to permanent stormwater management system requirements, though there are a handful of activities exempt from this requirement (WCC 20.51.420(1)). One of these is "projects, work, or activities that will create less than 501 sq. ft. of previously nonexistent hard surface area" (see Exhibit A, 20.51.420(1)(c)(i).) Re Sources initially suggested this be reduced to 120 square feet so as to be consistent with the City of Bellingham's threshold[1]. Note, however, that Bellingham's 120 sq. ft. is based on their building code's exemption for

[1] BMC 15.42.060(A)(1): The following new development shall comply with Minimum Requirements No. 1 through No. 5 within subsection (F) of this section: (e) Developments within the Lake Whatcom watershed that create or add 120 square feet or greater, of new, replaced or new plus replaced hard surface area.

structures 120 sq. ft. or less; Whatcom County's exemption is for structures 200 sq. ft. or less. The Planning Commission recommended lowering this threshold to 200 sq. ft., as shown in Exhibit A.

2. Reduce the amount of tree canopy that can be removed, both when and when not associated with development activity

In both the Lake Whatcom Watershed Overlay District and the Water Resource Protection Overlay District significant tree canopy removal, either associated with or not associated with development activity is limited to 35%[2] or 5,000 square feet, whichever is *greater*[3] (See Exhibit A, §20.51.430(5), §20.51.440(3), §20.71.354(5)), §20.71.356(3)). However, there has been concern that not enough tree canopy is being retained.

The Planning Commission discussed this issue in detail and considered several different ways of addressing tree removal allowances, including:

- Calculating removal allowance by percent of existing canopy (existing method)
- Calculating removal allowance by percent of lot size (would be a new method)
- Regulating how much canopy must be retained (would be a new method)

In the end, they decided on a combination method, calculating removal allowance by percent of existing canopy and lot size, but lowering the removal allowance, especially on larger lots. For tree removal *not associated with development activity* they propose a removal allowance of 20%, though not to exceed 14,000 square feet, of the existing canopy. This would slightly lower what can be removed for smaller lots, but limit removal to 14,000 square feet, which would significantly reduce tree removal on larger (3+ acres) lots. For tree removal *associated with development activity* they propose to allow removal up to a certain percentage of existing canopy or 5,000 square feet, whichever is greater. The percentage would decrease as lot size increases, as follows:

Tree Canopy Removal Allowances when Associated with Development

Lot Size (acres)	Canopy Removal Allowance (percentage of existing canopy)
Less than 1	35%
1 to less than 3	30%
3 to less than 10	20%
10 or greater	15%

This would allow property owners of smaller lots to obtain a building area of 14,000 square feet while greatly reducing the amount of canopy that can be removed from larger lots.

The tree canopy removal allowances only apply outside of shoreline jurisdiction. Within 200' of the ordinary high water mark, WCC Title 23 (Shoreline Management Program) has its own vegetation management and view protection regulations, which are generally stricter than those of the watershed overlay districts.

[2] This 35% allowance was originally chosen as it comes from the Department of Ecology's Stormwater Manual, which assumes that one can remove 35% of the tree canopy without increasing stormwater runoff quantity or decreasing runoff quality.

[3] Note that this does not apply to nonconversion forest practices, which are regulated by the Department of Natural Resources.

3. Reduce the size of what's defined as a significant tree

Some thought that we should reduce the size of what's considered a significant tree (see WCC 20.97.419), thinking that this may protect more tree canopy. However, upon further discussion it was understood that doing so wouldn't make much of a difference since measured canopy already includes trees of all sizes. Though tree canopy is currently measured based on the larger trees, smaller trees generally grow interspersed amongst the larger trees. Including smaller trees wouldn't really add to the overall measurement of area. The Planning Commission agreed. Therefore, this amendment is not proposed.

4. Should the penalties for removing trees without a permit be increased?

The Commission was concerned that the penalty for removing trees without a permit is not enough of a deterrent. Currently the penalty is to replant trees (unspecified types or size) at a 3:1 ratio, with a *possible* fine (up to $1,000/day per violation). However, they were concerned that having to replant three seedlings wouldn't deter someone who removed more significant trees than the code allows. Thus, they have developed some standards for tree size and planting methods and recommend that fines be mandatory (not left up to the PDS Director) and that financial sureties be posted to help ensure that the trees survive. These proposed new standards can be found in §20.51.430(7), 20.51.440(7), 20.71.354(7), and 20.71.356(7).

5. Should public stormwater improvement projects be exempt from installing permanent stormwater management systems in the Lake Whatcom Watershed Overlay district?

There are a handful of activities exempt from having to install permanent stormwater management systems (WCC 20.51.420(1)). It's been suggested that when Public Works installs a stormwater improvement project, the project shouldn't have to be reviewed by PDS for compliance with these regulations (as they currently are), since that's exactly what they're doing: installing permanent stormwater management systems. So, for Council's consideration staff is proposing to add these types of projects to the exempt list as WCC 20.51.420(1)(f).

6. Definition of Stormwater Manual

Throughout the code, and in particular the stormwater code (WCC 20.80.630, *et seq*.), it refers to the "2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington, as amended" as the controlling manual, with "as amended" included so that as new manuals were published they would automatically be the controlling manual.

However, Public Works has raised the issue that there is a lag time between when an updated DOE manual is published and when their staff gets trained on its use. Therefore, they would like: (1) to amend the definition of "current stormwater manual" (§20.97.091.1) to indicate that the version we use is the "County Engineer approved" manual; and (2) to change all references throughout the code to "the current stormwater manual."

This would mean that once DOE publishes a new manual, rather than it automatically be the controlling manual, the County Engineer would need to approve its use for Whatcom County, which presumably would occur shortly after it's published and after staff is trained on its use.

Also note that throughout the code, it is proposed to replace "impervious surface" with "hard surface," as that is the term used in the DOE Stormwater Manual now.

7. Deletion of unused sections

There a several sections of code that are never used and are proposed to be removed. These include:

- 20.51.440(5) & 20.71.356(5) (Tree Canopy Credits) – Never used.
- 20.51.440(6) & 20.71.356(6) (Tree Replacement Requirements) – Never used. Subsection (3) already says one has to retain 65% of the canopy, but doesn't require replacement for that amount. This would only come into play if we were to allow them to exceed the 35%, which we don't want to do, and is already covered by the enforcement section.
- 20.51.440(8) & 20.71.356(8) (Tree Canopy Retention Modifications) – Never used. This section is directed more at large scale developments such as subdivisions or Planned Unit Developments (which are not allowed in the Lake Whatcom watershed).
- 20.51.440(9) & 20.71.356(9) and throughout (Street Trees) – None of the street tree rules are ever used as there are no street trees in the county outside of Urban Growth Areas.

IV. Comprehensive Plan Evaluation

The proposed amendments are consistent with Comprehensive Plan's:

- Goal 2D: "Refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner."
- Goal 10-J: Prioritize the Lake Whatcom watershed as an area in which to minimize development, repair existing stormwater problems (specifically for phosphorus), and ensure forestry practices do not negatively impact water quality. Provide sufficient funding and support to be successful.
- Policy 10J-8: Continue to develop and refine structural and non-structural best management practices (BMPs), both voluntary and required, to minimize development impacts within the Lake Whatcom watershed.
- Policy 10J-12: Review and modify (as needed) the current development review process for projects in the Lake Whatcom Watershed to ensure coordination with other jurisdictions to streamline regulations that improve and protect water quality.
- Goal 10F: Protect and enhance water quantity and quality and promote sustainable and efficient use of water resources.
- Policy 10F-1: Maintain as a high priority the protection of water quality and quantity.
- Policy 10F-2: Actively participate in and support efforts to coordinate local, federal, tribal, and state agencies to achieve integration and/or consistency between the various levels of environmental regulations relating to the County.
- Policy 10F-3: Work cooperatively with Federal, State, and local jurisdictions, Tribal governments, municipal corporations, and the public to implement the goals and policies of the Comprehensive Plan as well as state water resources and water quality laws.
- Policy 10F-7: Pursue the most effective methods for protecting water quantity and quality, through both regulatory (e.g. zoning, enforcement, fines) and non-regulatory approaches (education, incentives, and technical/financial assistance). Emphasis shall be placed on non-regulatory approaches where possible and effective.
- Policy 10F-9: In conjunction with all jurisdictions, develop and adopt programs to protect water quality and quantity within watersheds, aquifers, and marine waterbodies that cross jurisdictional boundaries.

- Goal 10G: Protect and enhance Whatcom County's surface water and groundwater quality and quantity for current and future generations.
- Policy 10G-1: Manage surface water systems on a watershed basis.
- Policy 10G-6: Pursue the adoption and implementation of ground and/or surface water management plans and their integration into local comprehensive plans. Designate the Lake Whatcom and Lake Samish Watersheds as high priorities in this effort.
- Goal 10H: Protect water resources and natural drainage systems by controlling the quality and quantity of stormwater runoff.
- Policy 10H-9: Develop and administer stormwater management standards as required by the NPDES Phase II Permit.
- Policy 10H-11: Place a high priority on integrating impervious surface reduction incentives into policies, regulations, and standards.

V. Draft Findings of Fact and Reasons for Action

Staff recommends the Council adopts the following findings of fact and reasons for action:

1. The Whatcom County Council placed on the annual docket item PLN2021-00008, directing staff to "amend the Lake Whatcom Watershed Overlay District (WCC 20.51) and the definition of significant tree (WCC 20.97.436.4) to improve compliance with the Total Maximum Daily Load by further reducing phosphorus loading impacts from development and improve tree protection measures."
2. Whatcom County Planning and Development Services has submitted an application to make various amendments to Whatcom County Code (WCC) Title 20 Zoning to consider such amendments.
3. As some of the language of the Lake Whatcom Watershed Overlay District is also found in the Watershed Protection Overlay District, for consistency's sake amendments to language in one watershed overlay district are also being made in the other so as to remain consistent.
4. In considering such amendments, Council reviewed the Lake Whatcom Watershed Overlay District and Water Resource Protection Overlay District codes for other issues, such as grammar, code construction, unused code, outdated titles, etc. Most of the proposed amendments shown in Exhibit A are to fix those types of issues.
5. Regarding Policy Issue #1: Reducing the threshold of how much new hard surface area is exempt from installing a permanent stormwater management system in the Lake Whatcom Watershed Overlay district from 501 to 201 sq. ft. would cause more stormwater to be treated through a stormwater system, thus reducing the amount of contaminants reaching Lake Whatcom.
6. Regarding Policy Issue #2: In all the watershed overlay districts, reducing the amount of tree canopy that can be removed on larger lots would preclude multiple acres of trees being cleared when not associated with development activity. This would reduce stormwater impacts on the lakes.
7. Regarding Policy Issue #3: In the Lake Whatcom Watershed Overlay District it is duplicative and therefore unnecessary for PDS to review and ensure permanent stormwater facilities are installed for public stormwater improvement projects.

8. Regarding Policy Issue #4: Public Works has requested that Council amend the definition of "current stormwater manual" and to reference it throughout the code, so that when the Department of Ecology publishes a new stormwater manual the County Engineer must first approve its use in Whatcom County, as this would give staff time to train on its use.
9. Regarding Policy Issue #5: In all the watershed overlay districts, there are several sections that are never used and therefore unnecessary.
10. Regarding Policy Issue #6: Reducing the size of what's defined as a significant tree is found to be unnecessary, as the canopy of smaller trees interspersed with the larger ones would not significantly increase (and therefore retain more) canopy.
11. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on April 27, 2022. No comments were received.
12. Notice of the subject amendment was submitted to the Washington State Department of Commerce on April 20, 2022, for their 60-day review. No comments have been received.
13. The Planning Commission held a duly noticed public hearing on the proposed amendments on May 12, 2022.
14. The County Council held a duly noticed public hearing on the proposed amendments on _____, 2022.
15. The amendments are consistent with Comprehensive Plan goals and policies listed under section IV, Comprehensive Plan Evaluation.
16. The amendments are consistent with the Growth Management Act, Whatcom County Comprehensive Plan, Chapter 314-55 WAC, and other applicable requirements.
17. The proposed amendments reflect current local circumstances and promote the general public health, safety, morals, and welfare.

VI. Proposed Conclusions

1. The amendments are consistent with the Whatcom County Comprehensive Plan.
2. The amendments are in the public interest.

VII. Recommendation

The Planning Commission and Planning and Development Services recommends that the County Council approve the proposed amendments as shown in Exhibit A.

PROPOSED BY: _____
INTRODUCTION DATE: _____

ORDINANCE NO. _____

ADOPTING VARIOUS AMENDMENTS TO WCC TITLE 20 (ZONING), CHAPTERS 20.51 (LAKE WHATCOM WATERSHED OVERLAY DISTRICT) AND 20.71 (WATER RESOURCE PROTECTION OVERLAY DISTRICT), AND OTHER REFERENCES TO THE DEPARTMENT OF ECOLOGY STORMWATER MANUAL

WHEREAS, The Whatcom County Council placed on the annual docket item PLN2021-00008, directing staff to "amend the Lake Whatcom Watershed Overlay District (WCC 20.51) and the definition of significant tree (WCC 20.97.436.4) to improve compliance with the Total Maximum Daily Load by further reducing phosphorus loading impacts from development and improve tree protection measures."

WHEREAS, Whatcom County has three geographic areas whose zoning is overlain by Watershed Overlay Districts, which modify the underlying zoning by further restricting certain types of uses, adding additional development and stormwater regulations and standards, and regulating the removal of trees and tree canopy, all of which are designed to further protect our lakes' water quality and, in Lake Whatcom's case, the primary source of the City of Bellingham's drinking water.

WHEREAS, there is public concern that too many trees continue to be removed from the watersheds, which negatively affects water quality as trees contribute greatly to stormwater infiltration and sediment and contaminant removal.

WHEREAS,

pursuant to the Washington State Constitution, the general police powers granted to counties empower and authorize Whatcom County to adopt land use controls to provide for the regulation of land uses within the County and to provide that such uses shall be consistent with applicable law; and,

FINDINGS OF FACT

1. The Whatcom County Council placed on the annual docket item PLN2021-00008, directing staff to "amend the Lake Whatcom Watershed Overlay District (WCC 20.51) and the definition of significant tree (WCC 20.97.436.4) to improve compliance with the Total Maximum Daily Load by further reducing phosphorus loading impacts from development and improve tree protection measures."
2. Whatcom County Planning and Development Services has submitted an application to make various amendments to Whatcom County Code (WCC) Title 20 Zoning to consider such amendments.
3. As some of the language of the Lake Whatcom Watershed Overlay District is also found in the Watershed Protection Overlay District, for consistency's sake amendments to language in one watershed overlay district are also being made in the other so as to remain consistent.
4. In considering such amendments, Council reviewed the Lake Whatcom Watershed Overlay District and Water Resource Protection Overlay District codes for other issues, such as grammar, code construction, unused code, outdated titles, etc. Most of the proposed amendments shown in Exhibit A are to fix those types of issues.
5. Regarding Policy Issue #1: Reducing the threshold of how much new hard surface area is exempt from installing a permanent stormwater management system in the Lake Whatcom Watershed

Overlay district from 501 to 201 sq. ft. would cause more stormwater to be treated through a stormwater system, thus reducing the amount of contaminants reaching Lake Whatcom.

6. Regarding Policy Issue #2: In all the watershed overlay districts, reducing the amount of tree canopy that can be removed would preclude multiple acres of trees being cleared, which would reduce stormwater impacts on the lakes.
7. Regarding Policy Issue #3: In the Lake Whatcom Watershed Overlay District it is duplicative and therefore unnecessary for PDS to review and ensure permanent stormwater facilities are installed for public stormwater improvement projects.
8. Regarding Policy Issue #4: Public Works has requested that Council amend the definition of "current stormwater manual" and to reference it throughout the code, so that when the Department of Ecology publishes a new stormwater manual the County Engineer must first approve its use in Whatcom County, as this would give staff time to train on its use.
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12. Notice of the subject amendment was submitted to the Washington State Department of Commerce on April 20, 2022, for their 60-day review. No comments have been received.
13. The Planning Commission held a duly noticed public hearing on the proposed amendments on May 12, 2022, and discussed these amendments at three subsequent meetings.
14. The County Council held a duly noticed public hearing on the proposed amendments on September 27, 2022.
15. The amendments are consistent with Comprehensive Plan goals and policies listed under section IV, Comprehensive Plan Evaluation, of the staff report.
16. The amendments are consistent with the Growth Management Act, Whatcom County Comprehensive Plan, Chapter 314-55 WAC, and other applicable requirements.
17. The proposed amendments reflect current local circumstances and promote the general public health, safety, morals, and welfare.

CONCLUSIONS

1. The amendments are consistent with the Whatcom County Comprehensive Plan.
2. The amendments are in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

ADOPTED this _____ day of _____, 2022.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchannan, Council Chair

APPROVED as to form: ( ) Approved ( ) Denied

_____ _____

Civil Deputy Prosecutor Satpal Sidhu, Executive

Date: _____

Exhibit A: Proposed Amendments to the Lake Whatcom and Watershed Resource Protection Overlay Districts and the Stormwater Regulations

P/C Recommended Version, July 14, 2022

Chapter 20.51 Lake Whatcom Overlay District

20.51.010 Purpose.
The Lake Whatcom Watershed Overlay District is intended to manage and treat stormwater runoff and establish more stringent standards on clearing activities and reduce the phosphorus loading into Lake Whatcom, in order to preserve and protect a unique and important water resource, Lake Whatcom. This district is designed to protect the long-term viability of Lake Whatcom as a drinking water source, and to comply with the requirements set forth by the Washington State Department of Ecology through the pending Lake Whatcom total maximum daily load (TMDL) by limiting the phosphorus loading into Lake Whatcom that results from land disturbing or conversion projects and work, and reduces phosphorus loading from existing sources.

20.51.030 Area and Applicability.
(1) The Lake Whatcom Watershed Overlay District is an overlay zone that covers the entire geographic area of the Lake Whatcom watershed within Whatcom County's jurisdiction, and applies to all land disturbing or conversion projects, work, or activities within the overlay zone.
(2) In the event that the provisions of this chapter conflict with the provisions of the Shoreline Management Program (WCC Title 23), Chapter 16.16 WCC, Critical Areas, the Whatcom County Development Standards, the provisions of the underlying zoning district, or other applicable County policies or regulations, then the most restrictive shall apply; provided, that the minimum setback provisions established in WCC 20.51.340 shall prevail.

20.51.040 Conformance.
The provisions of this chapter overlay other permit and approval requirements of the Whatcom County Code. All use and development shall conform to all relevant requirements and standards of:
(1) WCC Title 20, Zoning, except as modified by this chapter;
(2) The International Building and Fire Codes;
(3) Whatcom County Critical Areas Ordinance, Chapter 16.16 WCC;
(4) Flood damage prevention, WCC Title 17;
(5) Subdivision, WCC Title 21, except as modified by this chapter;
(6) The current Stormwater Manual, as amended and modified by this chapter;
(7) WCC Title 23, Shoreline Management Program;
(8) WCC Title 24, Health Code; and
(9) All other applicable official controls.

20.51.050 Permitted Uses.
All permitted uses in the underlying zone districts are permitted except as expressly prohibited, made conditional, or further conditioned by this chapter.
.051 Private noncommercial greenhouses less than 250 square feet.

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Commented [CES1]: POLICY ISSUE #4 (in staff report): Public Works has requested that all references to "the current stormwater manual," and that the County Engineer need approve a new manual prior to its use so as to give time for training on it.

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20.51.060 Accessory Uses.
All accessory uses in the underlying zone districts are permitted except as expressly prohibited or made conditional, or further conditioned by this chapter.

20.51.070 Conditional Uses.
All conditional uses in the underlying zone districts shall remain conditional uses unless expressly prohibited, made conditional, or further conditioned by this chapter. In addition, the following uses shall only be conditionally permitted:

.071 On-site storage facilities for hazardous wastes associated with permitted uses or conditional uses, other than cottage industries as defined in WCC 20.51.095, subject to the most current siting criteria under Chapter 173-303 WAC within the Rural, Rural Forestry, Commercial Forestry, Neighborhood Commercial, or Resort Commercial Zone Districts only.

.072 Retail or wholesale plant nurseries or greenhouses for storage, propagation, and culture of plants, provided:
(1) Greenhouses shall not be larger than 1,000 square feet.
(2) Greenhouses and cultivated ground shall not be located within 250 feet of Lake Whatcom or streams subject to the Shoreline Management Program; or 200 feet from fish-bearing streams or 150 feet from non-fish-bearing streams and their tributaries that flow into Lake Whatcom.
(3) A monitoring program has been established to ensure that chemical and pesticide quantities in stormwater runoff do not exceed state water quality standards. Complete control of drainage from the operation shall be in effect. Such runoff will be tested for pollutants bimonthly by a licensed water quality testing agency. All requirements will be met at the owner's expense.
(4) No person shall apply a commercial fertilizer, either liquid or granular, that is labeled as containing more than zero percent phosphorus or other compound containing phosphorus, such as phosphate; provided, that such fertilizers may be used for establishment of new vegetation in the first growing season.

.073 Type I solid waste handling facilities, except:
(1) Moderate risk waste facilities; and
(2) Facilities in the Recreation and Open Space District.

20.51.080 Prohibited Uses.
In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC:

.081 Dry cleaning establishments.
.082 Gas stations, service stations, combustion engine repair garages, and automotive wrecking yards.
.083 Sod farming.
.084 Aquaculture and mariculture projects.
.085 Fur farms.
.086 Confinement feeding operations.
.087 Asphalt and concrete batch plants.
.088 Gravel bar scalping projects within the jurisdiction of the Shoreline Management Program.
.089 Application of sewage sludge on land.
.090 On-site treatment facilities for hazardous wastes.
.091 Type I solid waste handling facilities, except those specified in WCC 20.51.073.
.092 Type II, Type III, and Type IV solid waste handling facilities.
.093 Golf courses.

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.094 Cemeteries.
.095 Cottage industries that would require on-site hazardous waste storage facilities.
.096 Surface mining outside of designated Mineral Resource Lands (MRL) Special Districts; provided, that surface mining, rock crushing, washing, and sorting subject to the Forest Practices Act (Chapter 76.09 RCW) are permitted.
.097 Major passenger intermodal terminals.
.098 Freight railroad switching yards and terminals.
.099 Agriculture, including animal husbandry, horticulture, viticulture, floriculture, and the cultivation of crops.
.100 Animal hospitals and accessory kennels and stables.
.101 Kennels and stables.
.102 Marijuana production or processing facilities.

20.51.300 Open Space.
Open space requirements shall be as follows:

Deleted: .301 .

(1) Open space areas shall be maintained in natural vegetation or landscaped per WCC 20.80.325.
(2) For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used in open space calculations.

20.51.310 Cluster Subdivisions.
The purpose of cluster subdivision is to provide a method of creating building lots with spatially efficient sizes. Clustering is intended to consolidate development and associated infrastructure, reduce development costs, and increase infrastructure efficiency. Clustering is also intended to help preserve open space and the character of areas, reduce total hard surface area, and minimize development effects on critical areas and associated buffers, as defined in Chapter 16.16 WCC, and resource lands. Preservation of open space is thereby intended to reduce potential stormwater runoff and associated impacts while assuring protection of viable, undeveloped, and naturally vegetated corridors for wildlife habitat, protection of watersheds, preservation of critical areas, preservation of aesthetic values including view corridors, and preservation of trail and/or recreation areas.

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20.51.320 Cluster Design Standards.
The creation of new building lots within the Lake Whatcom Watershed Overlay District shall be subject to the following design standards:
(1) Cluster subdivisions shall be required for all land divisions resulting in lots less than five acres in size, with the exception of boundary line adjustments.
(2) A cluster subdivision shall include a permanent open space reserve area meeting the criteria established in WCC 20.51.330.
(3) The minimum cluster lot size requirements of the underlying zone district shall apply.
(4) The maximum number of building lots in a lot cluster shall be 10.
(5) Clusters containing two or more lots of less than one acre within a proposed development shall be separated by at least 80 feet.
(6) Clustered building lots may only be created through the subdivision, short subdivision or binding site plan process pursuant to WCC Title 21.
(7) Building lots shall be designed and located to be compatible with, and avoid disturbance of, critical areas or known archaeological sites, as well as physical constraints of the site.
(8) Building lots shall be arranged in a cluster/concentrated pattern.

(9) A cluster subdivision shall have no more than two common encroachments on existing County roads unless site constraints require additional road access. The arrangement of clustered building lots shall be designed to avoid development forms commonly known as linear, straight-line or highway strip patterns.

(10) As applicable, interior streets shall be designed to allow future vehicular access to any portion of the reserve tract which may be divided into future building lots; provided, that the required permanent open space reserve area, pursuant to WCC 20.51.330, shall not be further subdivided.

20.51.330 Open Space Reserve Area.

(1) For purposes of this title, an "open space reserve area" shall be defined as that portion of a subdivision or short subdivision set aside in accordance with this chapter, and permanently dedicated for active or passive recreation, critical area protection, natural resource or archaeological site preservation, wildlife habitat and/or visual enjoyment, and shall be consistent with the definition of "open space" pursuant to WCC 20.97.275.

(2) The open space reserve area shall be subject to the following provisions:

(a) The minimum open space reserve area shall be determined by the minimum cluster subdivision reserve area requirements of the underlying zone district.

(b) A permanent open space reserve area shall be protected using one of the following mechanisms:

(i) Placement in a separate non-building tract owned in common by all lots within the subdivision; or

(ii) Covered by a protective easement or public or private land trust dedication; or

(iii) Otherwise preserved through a County-approved permanent protective mechanism that provides the same level of permanent protection.

(c) The boundaries of the open space reserve area may be altered if the County finds that in dedicating adjacent reserve areas it would further the objectives listed in WCC 20.51.310 by increasing the area of reserve proportionately on the adjacent land being subdivided so that there is no net reduction in open space reserve area.

(d) The purpose of the open space reserve area as defined in subsection (1) of this section shall be recorded on the face of the final plat or short plat.

(e) The remaining unused development density and/or hard surface allowances remaining on the parcel containing the open space reserve area, based on the gross density of the parent parcel, may be assigned to that portion of the reserve tract not subject to the minimum area requirements of subsection (2)(b) of this section. The density shall be recorded on the face of the final plat or short plat. The development rights assigned to the reserve tract in accordance with this subsection may not be transferred if the area associated with the reserve tract has been transferred to the other building lots within the subdivision.

(f) The requirements stated in subsections (2)(c) and (d) of this section shall be recorded as a restriction on the face of the final plat or short plat, and shall constitute an agreement between Whatcom County and the current/future owner(s) of record that shall run with the land. Said restriction(s) may be amended by mutual agreement between said parties after review for consistency and compliance with the WCC Titles 20 (Zoning) and 21 (Land Division Regulations) and Whatcom County Comprehensive Plan.

20.51.340 Building Setback/Buffer Areas.

(1) Setbacks for all properties within the overlay district shall be as follows: roads classified as state highways, principal arterials, minor arterials, and collector arterials or major collectors shall have a

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minimum setback of 30 feet; and roads classified as minor collectors, local access streets, neighborhood collector or minor access streets shall have a minimum setback of 20 feet; provided, that the road right-of-way meets the minimum standard for road rights-of-way pursuant to the Whatcom County Development Standards.

(2) Roof overhangs or other overhanging architectural features shall not project further than 18 inches into the side or rear yard setbacks. Such overhangs may extend three feet into the front yard setback; however, in no case shall they extend more than one-half the depth of the front yard setback.

20.51.350 Development Criteria.

20.51.360 Parking Space Dimensions.

A standard parking space shall have the rectangular dimensions of 10 feet in width and 20 feet in length; provided, that for any parking area of six or more spaces, 50% of all spaces may have the rectangular dimensions of eight feet in width and 15 feet in length; and further provided, that these spaces are marked for use by compact automobiles. Except in single-family residential areas, all dimensions shall be exclusive of driveways, aisles and other circulation areas required under WCC 20.80.560 and 20.80.570.

20.51.370 Parking Requirements.

Parking shall conform to the requirements of WCC 20.80.500 through 20.80.590 unless otherwise specified in this section. Minimum parking requirements may be reduced through any of the following methods:

(1) A shared parking agreement has been filed with the County Auditor establishing a shared parking lot for land uses with noncompeting hours of operation, or for multitenant retail and commercial facilities; provided, the parking lot is not located further than 700 feet from any of the uses it is intended to serve.
   (a) The minimum required parking in shared facilities shall be based on the land use with the highest parking demand.
   (b) Mixed use developments with similar operating hours may be required to submit a parking demand study to determine if parking can be combined.

(2) A 20% reduction may be approved if an establishment is located within 1,000 feet of any regularly scheduled bus stop.

(3) The Director determines that a reduced requirement will reduce overall hard surfaces while maintaining consistency with this title.

20.51.390 Vehicular Access.

Driveways and curb cuts shall be minimized along all arterial and collector roads. Each existing lot shall be allowed only one driveway or curb cut; adjacent lots are encouraged to share access points. In new developments, lots or leased sites shall be oriented toward internal driveways, parking areas, or roads with limited access to arterial or collector roads.

20.51.400 Roads, Curbs, Gutters, and Sidewalks.

The intent of this section is to reduce hard surfaces and stormwater runoff. Innovative street sections that do not compromise public safety shall be encouraged in the watershed. Narrow streets and reduced sidewalk standards that satisfy pedestrian and vehicular circulation requirements may be implemented with the approval of the Whatcom County Public Works Department. Unless specifically required, roads shall not be wider than the minimum applicable standard. A rural road standard may be

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approved for urban density residential areas where the developer provides adequate off-street parking and pedestrian walkways.

20.51.410 Seasonal Clearing Activity Limitations.

The intent of seasonal clearing activity limitations is to establish a more stringent standard for clearing activity in highly valued water resource areas, environmentally sensitive areas, or areas where natural conditions are so unstable that clearing activity in the areas can result in hazardous conditions. Implementation of best management practices, including phased clearing, tree retention and seasonal clearing limitations, is intended to limit the amount of exposed soils on site that are susceptible to erosion at any one time, thereby improving site stability during development and reducing potential for transport of dissolved pollutants and sediments off site. Preservation of existing trees on site also reduces the quantity and maintains the quality of stormwater leaving a site during and after development activities by encouraging interception, infiltration and evapotranspiration of rainfall and surface runoff.

(1) County review and approval shall be required for all clearing activities associated with a fill and grade permit, building permit, or other development proposal.

(2) Clearing activity, as defined in WCC 20.97.054, or forest practices regulated by Whatcom County that will result in land disturbance exceeding 500 square feet shall be prohibited from October 1st through May 31st; provided, that the Director may approve an exemption to this requirement for the following activities:

(a) Routine maintenance and repair of erosion and sediment control measures;

(b) Activities located at or waterward of the ordinary high water mark subject to state, federal, and/or local (per Chapter 16.16 WCC and/or WCC Title 23) conditions of approval requiring commencement of clearing activity between October 1st and May 31st for purposes of minimizing surface water disturbance and site inundation by high water or wave action;

(c) Activities necessary to address an emergency that presents an unanticipated and imminent threat to public health, safety or the environment that requires immediate action within a time too short to allow full compliance with this section. Upon abatement of the emergency situation, the clearing activity shall be reviewed for consistency with this chapter and may be subject to additional permit requirements; provided, that the applicant shall make a reasonable attempt to contact the Director prior to the activity. When prior notice is not feasible, notification of the action shall be submitted to the Director as soon as the emergency is addressed and no later than two business days following such action. Emergency construction does not include development of new permanent protective structures where none previously existed;

(d) The proposed activity does not involve the conversion of forest land, is outside critical areas and associated buffers, and is exclusively related to agriculture as defined in this Title; or

(e) The proposed activity consists of non-conversion forest practices regulated by the Department of Natural Resources.

(3) To ensure compliance with subsection (2) of this section, the Director shall not issue development permits requiring more than 500 square feet of land disturbance located within the Lake Whatcom watershed from September 15th through May 31st.

(4) Soil disturbance associated with an exempt clearing activity shall be minimized to the maximum extent practicable. The Director shall have the authority to condition an exempt activity to ensure that temporary erosion and sediment control measures will be implemented.

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(5) An exemption from the seasonal land clearing requirements of this section does not grant authorization for any work to be done in a manner that does not comply with other provisions of this chapter or other applicable development regulations.

(6) Within the Lake Whatcom Watershed Overlay District, clearing activity must conform to the following conditions:

(a) Temporary erosion and sediment control shall be installed and inspected prior to any clearing activity. The Director shall conduct periodic inspections to ensure the integrity of temporary erosion and sediment controls. Temporary erosion and sediment control measures include, but are not limited to, installation of silt fencing, installation of check dams, covering of excavation piles, and mulching of exposed soils, as specified in the Whatcom County Development Standards.

(b) Phased Clearing. Construction activities and clearing activities shall be phased to limit the amount of exposed soil that occurs at any one time, if determined to be appropriate by the Director, based on site characteristics or constraints including, but not limited to, slopes, proximity to shorelines and wetlands. A phased clearing plan may be required. A phased clearing plan, if required, shall be submitted for review and approval by the Director prior to any clearing activity and shall contain a detailed construction schedule or timeline.

(c) Soil Stabilization. All disturbed areas shall be provided with soil stabilization within two days of the time of disturbance. The Director may approve an exemption to this requirement when a tree canopy area retention plan includes a soil stabilization plan. This plan component must specifically detail erosion and sediment control and stormwater runoff measures that provide runoff control equal to or greater than the protection provided by the standard two-day soil stabilization requirements of this section.

20.51.420 Permanent Stormwater Management Systems.

(1) **Exemptions.** This section does not apply to any of the following projects, work, or activities, though other stormwater related regulations and/or standards might still apply; however, projects that exceed these thresholds must obtain an applicable development permit even when the application thresholds for that permit are not met.

(a) Installation, repair, or replacement of any of the following facilities:

(i) Below grade pipe, conduit, ductwork, or cabling and wiring (direct burial or conduit encased);

(ii) Above grade utility or light poles or communication and/or data transmission systems pedestals;

(iii) Below, at, and/or above grade appurtenances to any of the above respective facilities.

(b) Land disturbing activities (per Chapter 20.97 WCC definition) of less than 5,000 square feet in total area, excluding any hard surface area work within the land area disturbed.

(c) Projects, work, or activities that will create less than:

(i) Two hundred one (201) square feet of previously nonexistent hard surface area and/or replaced hard surface area (per Chapter 20.97 WCC definitions).

(d) If a legal nonconforming structure is unintentionally destroyed (e.g., from fire, wind, falling trees or limbs, flooding), the nonconforming structure may be reconstructed using the existing footprint. Damage repairs to existing hard surface areas and/or permeable pavement areas within their same respective existing footprints are allowed. Expansion of nonconforming hard surfaces shall be subject to this chapter.

(e) For a single-family dwelling that meets all of the following:

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(i) To be located within the platted boundaries of, and in general belonging to, an incorporated homeowners' association; and,

(ii) Which association has a stormwater runoff management and phosphorus mitigation plan that provides at least the same level of overall protection from and/or treatment of phosphorus runoff to Lake Whatcom as would the application of subsection (2) of this section to any of the individual parcels therein that may be developed; and,

(iii) Which plan is in effect through an ongoing implementation program, applicable to all newly developed parcels within that association's boundaries, as well as to the association as a whole; and,

(iv) Which plan and program have been agreed to by a memorandum of agreement between Whatcom County and the incorporated homeowners' association; and,

(v) Permanent best management practices shall follow the NPDES standards in WCC 20.80.630.

(f) Public stormwater improvement projects intended to implement Total Maximum Daily Load (TMDL) requirements.

(2) Best Management Practices (BMPs).

(a) Unless otherwise exempt per subsection (1) of this section, all projects, work, or activities, including subdivisions, binding site plans, and nonexempt new short subdivision parcels, proposed to occur within the Lake Whatcom Watershed Overlay District shall incorporate presumptive BMPs and/or demonstrative BMPs, per subsection (2)(c) and/or (2)(d) of this section, respectively, to:

(i) All projects, work, or activity affected:
(A) Land disturbing activities; and/or
(B) New and replaced hard surfaces.

(ii) Existing off-parcel phosphorus-unmitigated areas and/or on-parcel phosphorus-unmitigated areas within the entire Lake Whatcom watershed at a 2:1 ratio of phosphorus-unmitigated area to the corresponding project, work, or activity affected area(s) that subsections (2)(a)(i)(A) and (B) of this section outline.

(iii) The developable areas and infrastructure as required for long and short subdivision approval. A stormwater management plan for developable areas and required infrastructure, consistent with the current Stormwater Management Manual, is required prior to preliminary plat approval. Installation of required BMPs for infrastructure is required prior to final plat approval.

(b) The development stormwater runoff (per Chapter 20.97 WCC definition) phosphorus loading profile from each phosphorus-mitigated area noted in subsections (2)(a)(i) and (ii) shall not exceed the corresponding natural stormwater runoff (per Chapter 20.97 WCC definition) phosphorus loading profile from each respective phosphorus-mitigated area.

(c) Presumptive BMPs (per Chapter 20.97 WCC Definition). Presumptive BMPs, which are combinable with each other and with demonstrative BMPs, follow:

(i) Downspout Full Infiltration. See the current Stormwater Management Manual, BMP T5.10A. Use of these BMPs may require an engineered design.

(ii) Full Dispersion. See the current Stormwater Management Manual, BMP T5.30. This BMP may require an engineered design. Where this BMP refers to native vegetation retention, such requirements shall be consistent with WCC 20.51.440 (Tree retention associated with development activity).

(d) **Demonstrative BMPs** (per Chapter 20.97 WCC Definition). Demonstrative BMPs, which are combinable with each other and with presumptive BMPs, use engineered designs that, once constructed or installed, and presuming that system preservation activities occur as prescribed

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by the design engineer, will satisfy the current Stormwater Management Manual, Minimum Requirements 3 through 9, disregarding any Minimum Requirement applicability thresholds therein, while also conforming to at least one of the following:

(i) The engineered design limits the estimated phosphorus loading in development stormwater runoff to less than 0.1875 lb. of P/acre/year. Engineered designs shall cite and use only WSDOE-approved references for estimated phosphorus loading information and criteria.

(ii) The monthly development stormwater runoff volume does not exceed the monthly natural stormwater runoff volume of the project, work, or activity affected areas, as determined by a WSDOE-approved continuous runoff model.

(iii) Development stormwater runoff does not occur.

(3) **System Recording, Protection, and Maintenance.** A declaration of covenant shall be recorded for each property where permanent stormwater BMPs exist. The covenant is used to protect the stormwater management facilities from cover by hard surfaces, soil compaction, and damage by soil removal and grade alteration, and ensure required maintenance occurs according to the schedule in subsection (3)(c) of this section. A draft of the proposed covenant must be reviewed and approved by Whatcom County prior to recording. All required covenants must be recorded prior to final permit issuance for the proposed project.

(a) **Notice on Title.** For all permanent stormwater facilities, the type of stormwater system and location shall be recorded with the County Auditor real estate records. The recording document provides notice to future owners of the presence of stormwater system on the lot, and shall contain:

(i) A site plan to scale, showing the location and descriptions of stormwater facilities, treatment BMPs, terrain features, protective native growth areas, and stormwater flowpaths.

(ii) Notice of the property owner's responsibility to retain, uphold, and protect the devices, features, pathways, protective native growth areas, and operate and maintain BMPs at the owner's expense.

(b) **Protected Native Growth Area (PNGA).** For projects that utilize dispersion for their stormwater system, a protected native growth area covenant shall be required to:

(i) Include native plant species including, but not limited to, those on approved lists provided by Whatcom County common to this region.

(ii) Be described in the recorded documents as "a Protected Native Growth Area established for the purposes of dispersing and treating stormwater flows."

(iii) Retain all vegetation and trees within the PNGA at the time of permit application aside from approved timber harvest activities and the removal of hazardous and diseased trees (as defined in Chapter 20.97 WCC), an evaluation and determination by an ISA licensed arborist may be required.

(iv) The PNGA can include on-site critical areas and its buffer.

(v) Limit uses in the PNGA to those specified in Chapter 16.16 WCC.

(vi) Provide a notice of activity, consistent with WCC 16.16.235, to remove trees within a PNGA when a permit is not required by subsection (1) of this section, under the following circumstances:

(A) Fire prevention methods when supported by the County Fire Marshal;

(B) Hazard trees, as defined in Chapter 20.97 WCC, are identified (an evaluation and determination by a licensed arborist may be required);

(C) Encroachments where the trunk, branches, or roots would be or are in contact with main or accessory structures; or

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(D) Where installation and/or maintenance of roads or utilities would unavoidably require removal or cutting through the root system.

(c) **Inspections and Maintenance.**

(i) Inspections shall occur on at least an annual basis for all stormwater treatment and flow control BMPs and facilities that were permitted in accordance with requirements adopted pursuant to the 2013-2018 Ecology municipal stormwater permits, or later.

(ii) Inspections of all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments shall occur every six months until 90% of the lots are constructed.

(iii) For every deficiency identified by inspection, said deficiency shall be addressed:

(A) Within one year for typical maintenance of facilities, except catch basins.

(B) Within six months for catch basins.

(C) Within two years for maintenance that requires capital construction of less than $25,000.

20.51.430 Tree removal not associated with development activity.

(1) **Permit Required for Removal of Trees.** No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Whatcom watershed without first obtaining the appropriate permit as provided in this section, unless the activity is exempted below:

(a) Removal of any hazard trees considered an emergency pursuant to the definition of "hazard tree" in Chapter 20.97 WCC. Within 30 days after the emergency is abated the landowner shall submit photo documentation with a form provided by Whatcom County.

(b) Pruning and maintenance of trees of up to 25% of the foliage.

(2) The removal of trees located within the shoreline jurisdiction or within critical areas or their buffers is subject to additional regulations pursuant to WCC Title 23 (Shoreline Management Program) and Chapter 16.16 (Critical Areas). Where additional regulations conflict the more stringent regulation shall apply.

(3) **Permit Application.** At a minimum the following shall be submitted by the applicant:

(a) A complete permit application.

(b) A sketch for this purpose may be prepared by the homeowner or other lay person and shall depict:

(i) The approximate location of significant trees, indicating those to be removed;

(ii) The species and canopy area (as determined pursuant to WCC 20.51.440(4));

(iii) The location of structures, driveways, access ways, and known easements.

(c) Canopy calculations (existing and proposed).

(d) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees in accordance to standards set forth in WCC 20.51.440(4) for calculating 20-year canopy coverage.

(e) Other information as required by the applicable permit application.

(4) **Tree Removal Permit Application Procedure and Appeals.** Applicants requesting to remove any significant trees must submit a completed permit application on a form provided by the County.

(a) Applicable Permit.

(i) The permit application to remove trees within the shoreline jurisdiction is a shoreline permit (WCC Title 23).

(ii) The permit application to remove trees within a critical area or a critical area buffer is an Activity Allowed with Notification (WCC 16.16.235).

(iii) The permit application to remove trees in other areas is a tree removal permit.

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(b) The Director shall review the application within 21 calendar days and either approve, approve with conditions or modifications, deny the application, or request additional information.
(c) The removal shall be completed within one year from the date of permit approval.
(d) The decision of the Director is appealable pursuant to WCC 22.05.160 (Appeals).

(5) **Tree Removal Allowances.** With the appropriate permit, any property owner may remove up to 20% but not to exceed 14,000 square feet, and as measured cumulatively from January 1, 2017, of the existing canopy area, as defined by the dripline of the significant trees on their property; provided, that:
(a) There is no active application for development activity for the site;
(b) No other Whatcom County regulation is more restrictive; and
(c) The tree(s) are not required to be retained or planted as a condition of previous development activity.

At the Director's discretion, and on a case-by-case basis, additional canopy may be removed for:
(d) **Firewise Management.** When prescribed by a Firewise professional (e.g. Whatcom Conservation District, Washington Department of Natural Resources, local fire districts, etc.), property owners may remove more canopy than that specified above if done near existing or proposed structures and it's the minimum necessary to reduce fire risk.
(e) **Pest and Disease Outbreaks.** Additional tree canopy may be removed when prescribed by an ISA-certified arborist to control pest and disease outbreaks.

(6) **Removal of Hazard Trees Exceeding the Standard Tree Removal Allowance.** Any property owner seeking to remove any number of hazard trees not considered an emergency pursuant to subsection (1) of this section and exceeding the standard tree removal allowance of subsection (5) must submit a tree risk assessment using an approved Whatcom County method prepared by a qualified professional; provided, that removal of hazard trees in critical areas or their buffers shall be in accordance with the requirements of Chapter 16.16 WCC. Said trees shall be replaced with native species at a ratio of three trees for each tree removed.

(7) **Penalties and Enforcement.** Any significant trees damaged or removed without a permit shall be replaced at a rate of three trees for each one damaged or removed, and shall be subject to fines pursuant to Chapter 20.94 WCC (Enforcement and Penalties). Said replacement trees shall meet the following standards:
(a) Replacement coniferous trees shall be at least eight feet in height;
(b) Replacement deciduous trees shall be at least two and one-half inches in diameter (DBH);
(c) Replacement trees shall be species native to western Washington in order to restore and enhance a site as nearly as practicable to its pre-removal character and function;
(d) The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;
(e) Financial sureties for replacement trees shall be required;
(f) Installation, maintenance, and care of required replacement trees shall be in accordance with the International Society of Arboriculture's best management practices for arboriculture including, but not limited to, soil assessment, sampling, amendments and conservation, and spacing, which ensure the tree's long-term health and survival. Replacement trees shall not be topped or otherwise be prohibited from their natural growth;
(g) The Director may consider smaller-sized replacement trees if the applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this section, and that such trees will be planted in sufficient quantities to meet the intent of this section.

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20.51.440 Tree retention associated with development activity.

(1) **Tree Canopy Retention.**

(a) Tree canopy retention shall be required for all development applications and building permits within the Lake Whatcom watershed, unless the activity is exempted below:

(i) Removal of any hazard trees pursuant to 20.51.430(1)(a).

(A) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the County.

(B) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or critical area buffers, tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.

(ii) Construction or maintenance of public or private roads and public or private utilities including utility easements not related to development. Protection of trees shall be a major factor in the location, design, construction, and maintenance of streets and utilities. These improvements are subject to the purpose and intent of this section.

(iii) Pruning and maintenance of trees of up to 25% of the foliage.

(2) **Tree Retention Plan Required.**

(a) An applicant for a development permit must submit a tree retention plan that complies with this section. A qualified professional may be required to prepare certain components of a tree retention plan at the applicant's expense. The tree retention plan shall contain the following information:

(i) A site plan with the following components:

(A) North arrow;

(B) Property boundaries;

(C) Existing structures;

(D) Site access;

(E) Tree canopy areas to be removed;

(F) The outer dripline of tree canopy areas to be retained;

(G) Critical areas including, but not limited to, slopes, wetlands, and habitat conservation areas;

(H) Protection measures to be used for the critical root zone of retained trees; and

(I) Areas to be replanted pursuant to subsection (4) of this section;

(ii) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees and calculations of 20-year canopy coverage in accordance with the standards set forth in subsection (4) of this section;

(iii) Provisions for maintenance and monitoring.

(3) **Minimum Tree Canopy Retention.** Development subject to the requirements of this section may only remove up to a certain percentage (as shown in Table 20.51.440(3)) or 5,000 square feet, whichever is greater, and as measured cumulatively from January 1, 2017, of the existing tree canopy area, as defined by the dripline of the significant tree(s) on their property. In the event that tree canopy areas in excess of the applicable threshold must be removed to facilitate reasonable use of the site, or to eliminate hazard trees, new on-site plantings of native species shall be required to attain the removed tree canopy coverage, calculated according to projected growth at 20 years maturity consistent with Table 20.51.440(4).

(a) Tree canopy areas shall include all trees, excluding invasive species or noxious weeds, within the gross site area.

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(b) Existing or planted tree canopy may be located within buffer landscaping, site landscaping, critical areas and their buffers, open space reserve areas, reserve areas, reserve tracts or easements where permanent restrictions are recorded on the face of the plat ensuring their retention in perpetuity.

Table 20.51.440(3). Tree Canopy Removal Allowances when Associated with Development

Lot Size (acres)	Canopy Removal Allowance (percentage of existing canopy)
Less than 1	35%
1 to less than 3	30%
3 to less than 10	20%
10 or greater	15%

(4) **Measuring Tree Canopy**. Site tree canopy shall be measured according to Table 20.51.440(4). Calculation of existing and new tree canopy shall be submitted in writing by a qualified landscape designer or a licensed land surveyor.

Table 20.51.440(4). Measuring Tree Canopy

Existing Canopy		New Canopy
Option 1 Tree Survey	**Option 2 Aerial Estimation**	**20-Year Canopy Calculation**
• Measure average canopy radius (r) for each tree to be retained • Calculate existing canopy area using the formula: Canopy Area (CA) = πr^2 • Total the sum of tree canopy areas and divide by gross site area to obtain canopy coverage percentage	• Obtain aerial imagery of site • Measure site boundaries • Measure canopies of individual trees or stand area using leading edges as the forest boundary • Divide total canopy measurement by the gross site area to obtain canopy coverage percentage	• For each proposed species: • Calculate radius (r) of canopy at 20 years maturity • Calculate canopy coverage using the formula: CA = πr^2 • Multiply by the proposed quantity to be planted to obtain total species canopy area • Total the sum of species canopy area for all proposed species and divide by gross site area to obtain 20-year canopy coverage percentage

(5) **Tree Protection Measures.** The following tree protection measures shall be taken during clearing or construction:

(a) During construction tree protective fencing shall be installed and maintained along the outer edge of the drip line surrounding the trees retained in order to protect the trees during any land disturbance activities. Said fencing shall not be moved to facilitate grading or other construction activity within the protected area;

(b) Tree protective fencing shall be a minimum height of three feet, visible, and of durable construction; orange polyethylene laminar fencing is acceptable; and

(c) Signs must be posted on the fence reading "Tree Protection Area."

(6) **Significant Trees Retained as a Condition of Development Approval.** Retained significant trees, trees planted as replacements for significant trees, and trees planted to meet requirements in subsection (3) of this section may not be removed except when determined in writing by a certified arborist to constitute a hazard. Any replacement or significant trees removed without proper documentation from a certified arborist shall be subject to a fine as determined under Chapter 20.94 WCC.

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Deleted: <#>Tree Canopy Credits.

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<#>Individual significant trees retained on site shall be counted at 125 percent of their actual canopy area.¶
<#>For clusters or stands of five or more trees, each tree shall be counted at 150 percent of its actual canopy area.¶
<#>For clusters or stands of five or more significant trees, each tree shall be counted at 200% percent of its actual canopy area.¶
<#>The minimum required lot size in subdivisions or short subdivisions may be reduced by 20% percent when at least 20 percent of the site, not including any open space reserve areas, reserve areas, reserve tracts, or critical areas or their buffers, is put into a separate tract or tracts that have at least 20 significant trees per acre and where at least 60 percent of the significant trees within the tract or tracts are retained. This does not change the tree canopy requirements.¶

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<#>Sites must be planted or replanted with a minimum of 50 percent evergreen species, except:¶
<#>The evergreen portion of the required planting mix may be reduced by 25 percent when the deciduous mix contains exclusively indigenous species to the Puget Sound region, not including alder; and¶
<#>Sites obtaining tree canopy requirements solely through street trees are exempt from the requirement to include evergreen species in the planting mix;¶
<#>Sites requiring replanting of tree canopy must plant no more than 30 percent of trees from the same species and no more than 60 percent of trees from the same taxonomic family;¶
<#>Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;¶ ...

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Deleted: <#>**Tree Canopy Retention Modifications.** An applicant may reduce the tree canopy requirements of subsection (3) of this section by no more than five perce ...

Deleted: <#>**Street Trees.** The county engineer may modify required frontage improvements to retain significant trees as street trees.

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(7) **Penalties and Enforcement.** Any significant trees identified in a landscape plan to be retained, and subsequently damaged or removed during site development shall be replaced at a rate of three trees for each one damaged or removed, and shall be subject to fines pursuant to Chapter 20.94 WCC (Enforcement and Penalties). Said replacement trees shall meet the following standards:
(a) Replacement coniferous trees shall be at least eight feet in height;
(b) Replacement deciduous trees shall be at least two and one-half inches in diameter (DBH);
(c) Replacement trees shall be species native to western Washington in order to restore and enhance a site as nearly as practicable to its pre-removal character and function;
(d) The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;
(e) Financial sureties for replacement trees shall be required;
(f) Installation, maintenance, and care of required replacement trees shall be in accordance with the International Society of Arboriculture's best management practices for arboriculture including, but not limited to, soil assessment, sampling, amendments and conservation, and spacing, which ensure the tree's long-term health and survival. Replacement trees shall not be topped or otherwise be prohibited from their natural growth;
(g) The Director may consider smaller-sized replacement trees if the applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this section, and that such trees will be planted in sufficient quantities to meet the intent of this section.

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Chapter 20.71 Water Resource Protection Overlay District

20.71.010 Purpose.
The Lake Samish and Lake Padden Water Resource Protection Overlay District is an overlay zone that is intended to impose additional controls to preserve and protect unique and important water resources within Whatcom County. This district is designed to protect the long-term viability of the Lake Samish and Lake Padden watersheds while creating a regulatory framework to address the needs of these watersheds that are not otherwise provided for in the underlying zone districts.

20.71.020 Application.

20.71.021 Area and applicability.
(1) The Water Resource Protection Overlay District is an overlay zone that covers the entire geographic area of the Lake Samish and Lake Padden watersheds within Whatcom County's jurisdiction. For purposes of this title, the Lake Samish watershed shall consist of that portion of the Friday Creek subbasin of the Samish River watershed that lies within Whatcom County.
(2) This district may be expanded to include other areas through the annual zoning text amendment process.
(3) The Lake Samish and Lake Padden watersheds are also designated as stormwater special districts pursuant to WCC 20.80.635 and water resource special management areas pursuant to WCC 20.80.735.
(4) In the event that the provisions of this chapter conflict with the provisions of the Shoreline Management Program (WCC Title 23), Chapter 16.16 WCC (Critical Areas), the Whatcom County Development Standards, the provisions of the underlying zoning district, or other applicable County policies or regulations, then the most restrictive shall apply; provided, that the minimum setback provisions established in WCC 20.71.401 shall prevail.

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20.71.050 Permitted uses.
All permitted uses in the underlying zone districts are permitted except as expressly prohibited, made conditional, or further conditioned by this chapter.
.051 Private noncommercial greenhouses less than 250 square feet.

20.71.100 Accessory uses.
All accessory uses in the underlying zone districts are permitted except as expressly prohibited or made conditional, or further conditioned by this chapter.

20.71.150 Conditional uses.
All conditional uses in the underlying zone districts shall remain conditional uses unless expressly prohibited, made conditional, or further conditioned by this chapter. In addition, the following uses shall only be conditionally permitted:
.151 On-site storage facilities for hazardous wastes associated with permitted or conditional uses, other than cottage industries as defined in WCC 20.71.215, subject to the most current siting criteria under Chapter 173-303 WAC within the Rural, Rural Forestry, Commercial Forestry, Neighborhood Commercial, or Resort Commercial Zone Districts only.
.152 Retail or wholesale plant nurseries or greenhouses for storage, propagation, and culture of plants, provided:
(1) Greenhouses shall not be larger than 1,000 square feet.
(2) Greenhouses and cultivated ground shall not be located within 250 feet of Lake Samish, Lake Padden, or streams subject to the Shoreline Management Program; or 200 feet from fish-bearing streams or 150 feet from non-fish-bearing streams and their tributaries that flow into Lake Samish or Lake Padden.
(3) A monitoring program has been established to ensure that chemical and pesticide quantities in stormwater runoff do not exceed state water quality standards. Complete control of drainage from the operation shall be in effect. Such runoff will be tested for pollutants bimonthly by a licensed water quality testing agency. All requirements will be met at the owner's expense.
(4) No person shall apply a commercial fertilizer, either liquid or granular, that is labeled as containing more than zero percent phosphorus or other compound containing phosphorus, such as phosphate; provided, that such fertilizers may be used for establishment of new vegetation in the first growing season.
.185 Type I solid waste handling facilities, except:
(1) Moderate risk waste facilities; and
(2) Facilities in the Recreation and Open Space District.

20.71.200 Prohibited uses.
In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC (Nonconforming Uses and Parcels):
.201 Dry cleaning establishments.
.202 Gas stations, service stations, combustion engine repair garages, and automotive wrecking yards.
.203 Sod farming.
.204 Aquaculture and mariculture projects.
.205 Fur farms.
.206 Confinement feeding operations.
.207 Asphalt and concrete batch plants.
.208 Gravel bar scalping projects within the jurisdiction of the Shoreline Management Program.

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.209 Application of sewage sludge on land.
.210 On-site treatment facilities for hazardous wastes.
.211 Type I solid waste handling facilities, except those specified in WCC 20.71.185.
.212 Type II and Type III solid waste handling facilities.
.213 Golf courses.
.214 Cemeteries.
.215 Cottage industries that would require on-site hazardous waste storage facilities.
.216 Surface mining outside of designated Mineral Resource Lands (MRL) Special Districts; provided, that surface mining, rock crushing, washing, and sorting subject to the Forest Practices Act (Chapter 76.09 RCW) are permitted.
.217 Major passenger intermodal terminals.
.218 Freight railroad switching yards and terminals.
.219 Agriculture, including animal husbandry, horticulture, viticulture, floriculture, and the cultivation of crops.
.220 Animal hospitals and accessory kennels and stables.
.221 Kennels and stables.
.222 Marijuana production facilities.

20.71.300 Open space and Hard Surfaces.

.301 Open space requirements shall be as follows:
(1) In the NC Zone at least 25% of the parcel shall be reserved as open space.
(2) Open space areas shall be maintained in natural vegetation or landscaped per WCC 20.80.325.
(3) For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used in open space calculations.

.302 Hard surface limitations shall be as follows:
(1) For uses in the UR, URM and RR Zone Districts, at least 80% of the lot or parcel shall be kept free of hard surfaces.
(2) For uses in the R Zone District, at least 90% of the lot or parcel shall be kept free of hard surfaces.
(3) Where subsection (1) or (2) of this section does not allow 2,500 square feet of total hard surface area, 2,500 square feet shall be allowed.
(4) Two or more lots of record consolidated pursuant to the provisions of WCC 20.83.070 shall be treated as one undivided parcel for the purpose of calculating total allowable hard surface area. Where two or more lots or parcels are consolidated; are not subject to the provisions of WCC 20.83.070; and are not subject to a permanent restrictive covenant that precludes development of buildings, structures, or other improvements not otherwise identified by said covenant, 4,000 square feet of hard surface shall be allowed.
(5) Preexisting nonconforming hard surfaces may be routinely maintained/repaired or redeveloped; provided, that if 50% or greater of the preexisting nonconforming hard surface area is to be redeveloped, then the applicable hard surface limitations of subsections (1), (2), and (3) of this section shall apply. However, if a legal nonconforming structure is destroyed, the nonconforming use may be reconstructed using the pre-existing footprint. Expansion of nonconforming hard surfaces shall be prohibited.
(6) A mobile home within an existing mobile home park may be replaced with a larger mobile home (not to exceed a maximum of 1,500 square feet), provided there is not an increase in

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the overall number of mobile homes in the park or any increase in other hard surfaces beyond the new mobile home footprint.

(7) For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used in hard /pervious surface calculations.

(8) Any portion of a roof overhang or other overhanging architectural feature that projects further than three feet from the footprint of a structure shall be calculated as hard surface.

(9) Alternative surface methods described in WCC 20.71.603 may be used.

20.71.350 Cluster subdivisions. (Adopted by reference in WCCP Chapter 2.)

The purpose of cluster subdivision is to provide a method of creating building lots with spatially efficient sizes. Clustering is intended to consolidate development and associated infrastructure, reduce development costs, and increase infrastructure efficiency. Clustering is also intended to help preserve open space and the character of areas, reduce total hard surface area, and minimize development effects on critical areas and associated buffers, as defined in Chapter 16.16 WCC, and resource lands. Preservation of open space is thereby intended to reduce potential stormwater runoff and associated impacts while assuring protection of viable, undeveloped, and naturally vegetated corridors for wildlife habitat, protection of watersheds, preservation of critical areas, preservation of aesthetic values including view corridors, and preservation of trail and/or recreation areas.

20.71.351 Cluster design standards. (Adopted by reference in WCCP Chapter 2)

The creation of new building lots within the Water Resource Protection Overlay District shall be subject to the following design standards:

(1) Cluster subdivisions shall be required for all land divisions resulting in lots less than 5 acres in size, with the exception of boundary line adjustments.

(2) A cluster subdivision shall include a permanent open space reserve area meeting the criteria established in WCC 20.71.352.

(3) The minimum cluster lot size requirements of the underlying zone district shall apply.

(4) The maximum number of building lots in a lot cluster shall be 10.

(5) Clusters containing two or more lots of less than 1 acre within a proposed development shall be separated by at least 80 feet.

(6) Clustered building lots may only be created through the subdivision, short subdivision, or binding site plan process pursuant to WCC Title 21.

(7) Building lots shall be designed and located to be compatible with and avoid disturbance of critical areas or other valuable or unique natural resources or known archaeological sites, as well as physical constraints of the site.

(8) Building lots shall be arranged in a cluster/concentrated pattern.

(9) A cluster subdivision shall have no more than two common encroachments on existing County roads unless site constraints require additional road access. The arrangement of clustered building lots shall be designed to avoid development forms commonly known as linear, straight-line, or highway strip patterns.

(10) As applicable, interior streets shall be designed to allow future vehicular access to any portion of the reserve tract which may be divided into future building lots; provided, that the required permanent open space reserve area, pursuant to WCC 20.71.352, shall not be further subdivided.

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20.71.352 Open Space Reserve Area. (Adopted by reference in WCCP Chapter 2)

(1) For purposes of this title, an "open space reserve area" shall be defined as that portion of a subdivision or short subdivision set aside in accordance with this chapter, and permanently dedicated for active or passive recreation, critical area protection, natural resource or archaeological site preservation, wildlife habitat and/or visual enjoyment, and shall be consistent with the definition of "open space" pursuant to WCC 20.97.275.

(2) The open space reserve area shall be subject to the following provisions:

(h) The minimum open space reserve area shall be determined by the minimum cluster subdivision reserve area requirements of the underlying zone district.

(i) A permanent open space reserve area shall be protected using one of the following mechanisms:

(i) Placement in a separate non-building tract owned in common by all lots within the subdivision; or

(ii) Covered by a protective easement or public or private land trust dedication; or

(iii) Otherwise preserved through a County-approved permanent protective mechanism that provides the same level of permanent protection.

(j) The boundaries of the open space reserve area may be altered if the County finds that in dedicating adjacent reserve areas it would further the objectives listed in WCC 20.71.350 by increasing the area of reserve proportionately on the adjacent land being subdivided so that there is no net reduction in open space reserve area.

(k) The purpose of the open space reserve area as defined in subsection (1) of this section shall be recorded on the face of the final plat or short plat.

(l) The remaining unused development density and/or hard surface allowances remaining on the parcel containing the open space reserve area, based on the gross density of the parent parcel, may be assigned to that portion of the reserve tract not subject to the minimum area requirements of subsection (2)(b) of this section. The density shall be recorded on the face of the final plat or short plat. The development rights assigned to the reserve tract in accordance with this subsection may not be transferred if the pervious surface area associated with the reserve tract has been transferred to the other building lots within the subdivision.

(m) The requirements stated in subsections (2)(c) and (d) of this section shall be recorded as a restriction on the face of the final plat or short plat, and shall constitute an agreement between Whatcom County and the current/future owner(s) of record that shall run with the land. Said restriction(s) may be amended by mutual agreement between said parties after review for consistency and compliance with WCC Titles 20 (Zoning), 21 (Land Division Regulations), and the Whatcom County Comprehensive Plan.

(n) For cluster subdivisions approved after December 7, 1999, that portion of the reserve tract kept in pervious open space may be counted toward pervious surface area requirements for the building lots in the subdivision on a prorated basis.

20.71.354 Tree removal not associated with development activity.

(1) **Permit Required for Removal of Trees.** No person, directly or indirectly, shall remove any significant tree(s) on any property within the Water Resource Protection Overlay District without first obtaining the appropriate permit as provided in this section, unless the activity is exempted below:

(a) Removal of any hazard trees considered an emergency pursuant to the definition of "hazard tree" in Chapter 20.97 WCC. Within 30 days after the emergency is abated the landowner shall submit photo documentation with a form provided by Whatcom County.

(b) Pruning and maintenance of trees of up to 25% of the foliage.

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(2) The removal of trees located within the shoreline jurisdiction or within critical areas or their buffers may be subject to additional regulations pursuant to WCC Title 23 (Shoreline Management Program) and Chapter 16.16 WCC (Critical Areas). Where additional regulations conflict the more stringent regulation shall apply.

(3) **Permit Application.** At a minimum the following shall be submitted by the applicant:
- (a) A complete permit application.
- (b) A sketch for this purpose may be prepared by the homeowner or other lay person and shall depict:
  - (i) The approximate location of significant trees, indicating those to be removed;
  - (ii) The species and canopy area (as determined pursuant to WCC 20.51.440(4));
  - (iii) The location of structures, driveways, access ways, and known easements.
- (c) Canopy calculations (existing and proposed).
- (d) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees in accordance to standards set forth in WCC 20.71.356(4) for calculating 20-year canopy coverage.
- (e) Other information as required by the applicable permit application.

(4) **Tree Removal Permit Application Procedure and Appeals.** Applicants requesting to remove any significant trees must submit a completed permit application on a form provided by the County.
- (a) Applicable Permit.
  - (i) The permit application to remove trees within the shoreline jurisdiction is a shoreline permit (WCC Title 23).
  - (ii) The permit application to remove trees within a critical area or a critical area buffer is an Activity Allowed with Notification (WCC 16.16.235).
  - (iii) The permit application to remove trees in other areas is a tree removal permit.
- (b) The Director shall review the application within 21 calendar days and either approve, approve with conditions or modifications, deny the application, or request additional information. Any decision to deny the application shall be in writing along with the reasons for the denial and the appeal process.
- (c) The removal shall be completed within one year from the date of permit approval.
- (d) The decision of the Director is appealable pursuant to WCC 22.05.160.

(5) **Tree Removal Allowances.** With the appropriate permit, any property owner may remove up to 20% but not to exceed to 14,000 square feet, and as measured cumulatively from January 1, 2017, of the existing canopy area, as defined by the dripline of the significant trees on their property; provided, that:
- (a) There is no active application for development activity for the site; and
- (b) No other Whatcom County regulation is more restrictive; and
- (c) The tree(s) are not required to be retained or planted as a condition of previous development activity.

At the Director's discretion, and on a case-by-case basis, additional canopy may be removed for:
- (d) **Firewise Management.** When prescribed by a Firewise professional (e.g. Whatcom Conservation District, Washington Department of Natural Resources, local fire districts, etc.), property owners may remove more canopy than that specified above if done near existing or proposed structures and it's the minimum necessary to reduce fire risk.
- (e) **Pest and Disease Outbreaks.** Additional tree canopy may be removed when prescribed by an ISA-certified arborist to control pest and disease outbreaks.

(6) **Removal of Hazard Trees Exceeding the Standard Tree Removal Allowance.** Any property owner seeking to remove any number of hazard trees not considered an emergency pursuant to subsection

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(1) of this section and exceeding the standard tree removal allowance of subsection (5) must submit a tree risk assessment using an approved Whatcom County method prepared by a qualified professional; provided, that removal of hazard trees in critical areas or their buffers shall be in accordance with the requirements of Chapter 16.16 WCC. Said trees shall be replaced with native species at a ratio of three trees for each tree removed.

(7) **Penalties and Enforcement.** Any significant trees damaged or removed without a permit shall be replaced at a ratio of three trees for each one damaged or removed, and shall be subject to fines pursuant to Chapter 20.94 WCC (Enforcement and Penalties). Said replacement trees shall meet the following standards:

(a) Replacement coniferous trees shall be at least eight feet in height;
(b) Replacement deciduous trees shall be at least two and one-half inches in diameter (DBH);
(c) Replacement trees shall be species native to western Washington in order to restore and enhance a site as nearly as practicable to its pre-removal character and function;
(d) The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;
(e) Financial sureties for replacement trees shall be required;
(f) Installation, maintenance, and care of required replacement trees shall be in accordance with the International Society of Arboriculture's best management practices for arboriculture including, but not limited to, soil assessment, sampling, amendments and conservation, and spacing, which ensure the tree's long-term health and survival. Replacement trees shall not be topped or otherwise be prohibited from their natural growth;
(g) The Director may consider smaller-sized replacement trees if the applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this section, and that such trees will be planted in sufficient quantities to meet the intent of this section.

20.71.356 Tree retention associated with development activity.

(1) **Tree Canopy Retention.**
(a) Tree canopy retention shall be required for all development applications and building permits within the Lake Padden and Lake Samish watersheds, unless the activity is exempted below:
(i) Removal of any hazard trees pursuant to 20.71.354(1)(a).
(A) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the County.
(B) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or critical area buffers tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.
(ii) Construction or maintenance of public or private roads and public or private utilities including utility easements not related to development. Protection of trees shall be a major factor in the location, design, construction, and maintenance of streets and utilities. These improvements are subject to the purpose and intent of this section.
(b) Pruning and maintenance of trees of up to 25% of the foliage.

(2) **Tree Retention Plan Required.**
(a) An applicant for a development permit must submit a tree retention plan that complies with this section. A qualified professional may be required to prepare certain components of a tree

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retention plan at the applicant's expense. The tree retention plan shall contain the following information:

(i) A site plan with the following components:
  (A) North arrow;
  (B) Property boundaries;
  (C) Existing structures;
  (D) Site access;
  (E) Tree canopy areas to be removed;
  (F) The outer dripline of tree canopy areas to be retained;
  (G) Critical areas including, but not limited to, slopes, wetlands, and habitat conservation areas;
  (H) Protection measures to be used for areas that will be undisturbed; and
  (I) Areas to be replanted pursuant to subsection (4) of this section;

(ii) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees and calculations of 20-year canopy coverage in accordance with the standards set forth in subsection (4) of this section;

(iii) Provisions for maintenance and monitoring.

(3) **Minimum Tree Canopy Retention.** Development subject to the requirements of this section may only remove up to a certain percentage (as shown in Table 20.71.356(3) or 5,000 square feet, whichever is greater, and as measured cumulatively from January 1, 2017, of the existing tree canopy area, as defined by the dripline of the significant tree(s) on their property. , In the event that tree canopy areas in excess of the applicable threshold must be removed to facilitate reasonable use of the site, or to eliminate hazard trees, new on-site plantings of native species shall be required to attain the removed tree canopy coverage, calculated according to projected growth at 20 years maturity consistent with Table 20.71.356(4).

(a) Tree canopy areas shall include all trees, excluding invasive species or noxious weeds, within the gross site area.

(b) Existing or planted tree canopy may be located within buffer landscaping, site landscaping, critical areas and their buffers, open space reserve areas, reserve areas, reserve tracts, or easements where permanent restrictions are recorded on the face of the plat ensuring their retention in perpetuity.

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Table 20.71.356(3). Tree Canopy Removal Allowances when Associated with Development

Lot Size (acres)	Canopy Removal Allowance (percentage of existing canopy)
Less than 1	35%
1 to less than 3	30%
3 to less than 10	20%
10 or greater	15%

(4) **Measuring Tree Canopy.** Site tree canopy shall be measured according to Table 20.71.356(4). Calculation of existing and new tree canopy shall be submitted in writing by a qualified landscape designer or a licensed land surveyor.

Table 20.71.356(4). Measuring Tree Canopy

Existing Canopy		New Canopy
Option 1 Tree Survey	Option 2 Aerial Estimation	20-Year Canopy Calculation

• Measure average canopy radius (r) for each tree to be retained • Calculate existing canopy area using the formula: Canopy Area (CA) = πr2 • Total the sum of tree canopy areas and divide by gross site area to obtain canopy coverage percentage	• Obtain aerial imagery of site • Measure site boundaries • Measure canopies of individual trees or stand area using leading edges as the forest boundary • Divide total canopy measurement by the gross site area to obtain canopy coverage percentage	For each proposed species: • Calculate radius (r) of canopy at 20 years maturity • Calculate canopy coverage using the formula: CA = πr2 • Multiply by the proposed quantity to be planted to obtain total species canopy area • Total the sum of species canopy area for all proposed species and divide by gross site area to obtain 20-year canopy coverage percentage

(5) **Tree Protection Measures.** The following tree protection measures shall be taken during clearing or construction:

(a) During construction tree protective fencing shall be installed and maintained along the outer edge of the drip line surrounding the trees retained in order to protect the trees during any land disturbance activities. Said fencing shall not be moved to facilitate grading or other construction activity within the protected area;

(b) Tree protective fencing shall be a minimum height of three feet, visible, and of durable construction; orange polyethylene laminar fencing is acceptable; and

(c) Signs must be posted on the fence reading "Tree Protection Area."

(6) **Significant Trees Retained as a Condition of Development Approval.** Retained significant trees, trees planted as replacements for significant trees, and trees planted to meet requirements in subsection (3) of this section may not be removed except when determined in writing by a certified arborist to constitute a hazard. Any replacement or significant trees removed without proper documentation from a certified arborist shall be subject to a fine as determined under Chapter 20.94 WCC.

(7) **Penalties and Enforcement.** Any significant trees identified in a landscape plan to be retained, and subsequently damaged or removed during site development shall be replaced at a rate of three trees for each one damaged or removed, and shall be subject to fines pursuant to Chapter 20.94 WCC (Enforcement and Penalties). Said replacement trees shall meet the following standards:

(o) Replacement coniferous trees shall be at least eight feet in height;

(p) Replacement deciduous trees shall be at least two and one-half inches in diameter (DBH);

(q) Replacement trees shall be species native to western Washington in order to restore and enhance a site as nearly as practicable to its pre-removal character and function;

(r) The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;

(s) Financial sureties for replacement trees shall be required;

(t) Installation, maintenance, and care of required replacement trees shall be in accordance with the International Society of Arboriculture's best management practices for arboriculture including, but not limited to, soil assessment, sampling, amendments and conservation, and spacing, which ensure the tree's long-term health and survival. Replacement trees shall not be topped or otherwise be prohibited from their natural growth;

(u) The Director may consider smaller-sized replacement trees if the applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this

Deleted: <#>**Tree Canopy Credits.** To assist in the preservation and retention of significant trees and existing tree canopy outside of critical area protection areas and required buffers and buffer landscaping, the applicant may use the following credits:¶
<#>Individual significant trees retained on site shall be counted at 125 percent of their actual canopy area.¶
<#>For clusters or stands of five or more trees, each tree shall be counted at 150 percent of its actual canopy area.¶
<#>For clusters or stands of five or more significant trees, each tree shall be counted at 200 percent of its actual canopy area.¶
<#>The minimum required lot size in subdivisions or short subdivisions may be reduced by 20 percent when at least 20 percent of the site, not including any open space reserve areas, reserve areas, reserve tracts, or critical areas or their buffers, is put into a separate tract or tracts that have at least 20 significant trees per acre and where at least 60 percent of the significant trees within the tract or tracts are retained. This does not change the tree canopy requirements.¶
<#>**Tree Replacement Requirements**. In addition to the requirements of WCC 20.80.320 through 20.80.345, trees planted to meet tree canopy requirements in subsection (3) of this section shall meet the following criteria:¶
<#>Sites must be planted or replanted with a minimum of 50 percent evergreen species, except:¶
<#>The evergreen portion of the required planting mix may be reduced by 25 percent when the deciduous mix contains exclusively indigenous species to the Puget Sound region, not including alder; and¶
<#>Sites obtaining tree canopy requirements solely through street trees are exempt from the requirement to include evergreen species in the planting mix;¶
<#>Sites requiring replanting of tree canopy must plant no more than 30 percent of trees from the same species and no more than 60 percent of trees from the same taxonomic family.¶
<#>Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;¶
<#>When preparing the landscaping plan, applicants are encouraged to meet the requirements of subsection (3) of this section by conserving existing tree canopy, including ...

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Deleted: <#>**Tree Canopy Retention Modifications.** An applicant may reduce the tree canopy requirements of subsection (3) of this section by no more than five percent through a tree canopy retention modification when all of the following criteria and those in this section are met:¶ ...

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section, and that such trees will be planted in sufficient quantities to meet the intent of this section.

20.51.360 Seasonal Clearing Activity Limitations.
Land disturbing activities shall be limited seasonally pursuant to WCC 20.80.735(2)(d) (Water Resource Special Management Areas).

Commented [CES31]: Though this already applies, staff proposes to insert this to provide applicants a cross-ref. to applicable code.

20.71.400 Building setback/buffer areas.

.401 Setbacks for all properties within the overlay district shall be as follows: roads classified as state highways, principal arterials, minor arterials, and collector arterials or major collectors shall have a minimum setback of 30 feet; and roads classified as minor collectors, local access streets, neighborhood collector or minor access streets shall have a minimum setback of 20 feet; provided, that the road right-of-way meets the minimum standard for road rights-of-way pursuant to the Whatcom County Development Standards.

.402 Roof overhangs or other overhanging architectural features shall not project further than 18 inches into the side or rear yard setbacks. Such overhangs may extend three feet into the front yard setback; however, in no case shall they extend more than one-half the depth of the front yard setback.

20.71.600 Development criteria.

20.71.601 Parking space dimensions.

A standard parking space shall have the rectangular dimensions of 10 feet in width and 20 feet in length; provided, that for any parking area of six or more spaces, 50% of all spaces may have the rectangular dimensions of eight feet in width and 15 feet in length; and further provided, that these spaces are marked for use by compact automobiles. Except in single-family residential areas, all dimensions shall be exclusive of driveways, aisles and other circulation areas required under WCC 20.80.560 and 20.80.570.

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20.71.602 Parking requirements.

Parking shall conform to the requirements of WCC 20.80.500 through 20.80.590 unless otherwise specified in this section. Minimum parking requirements may be reduced through any of the following methods:

(1) A shared parking agreement has been filed with the County Auditor establishing a shared parking lot for land uses with noncompeting hours of operation, or for multitenant retail and commercial facilities; provided, the parking lot is not located further than 700 feet from any of the uses it is intended to serve.
   (a) The minimum required parking in shared facilities shall be based on the land use with the highest parking demand.
   (b) Mixed use developments with similar operating hours may be required to submit a parking demand study to determine if parking can be combined.

(2) A 20% reduction may be approved if an establishment is located within 1,000 feet of any regularly scheduled bus stop.

(3) The Director determines that a reduced requirement will reduce overall hard surfaces while maintaining consistency with this title.

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20.71.603 Alternative surfacing methods.

Alternative surfaces including, but not limited to, bark or wood mulch, washed gravel, grid/lattice systems, permeable interlocking pavers, pervious concrete, porous asphalt, and other similar approved materials are encouraged. Alternative surfacing methods may be approved for fringe or overflow parking areas; emergency parking areas, private roads, fire lanes, road shoulders, bike paths, walkways,

patios, driveways, and easement service roads in residential or commercial zones unless site constraints make use of such materials detrimental to water quality. Utilization of alternative surfacing methods shall be subject to review and approval by the Whatcom County public works department, the fire marshal and/or the County Americans with Disabilities Act (ADA) coordinator for compliance with other applicable regulations and development standards. Surfaces shall be considered hard surfaces under WCC 20.71.300 unless the following conditions are met:

(1) Bark, wood mulch, and washed gravel shall be designed and installed so that all rain water falling upon the alternative surface will be infiltrated directly beneath the alternative surface without generating surface runoff based on the one-year/24-hour storm event.

(2) Other alternative surface methods shall be designed and installed in accordance with the guidelines in the 2005 Low Impact Development Technical Guidance Manual for Puget Sound or subsequent version, prepared by the Puget Sound Action Team (Publication No. PSAT 0503), as applicable. No pervious surface credit shall be given for projects using an underdrain system.

20.71.604 Vehicular access.

Driveways and curb cuts shall be minimized along all arterial and collector roads. Each existing lot shall be allowed only one driveway or curb cut; adjacent lots are encouraged to share access points. In new developments, lots or leased sites shall be oriented toward internal driveways, parking areas, or roads with limited access to arterial or collector roads.

20.71.700 Roads, curbs, gutters and sidewalks.

The intent of this section is to reduce hard surfaces and stormwater runoff. Innovative street sections that do not compromise public safety shall be encouraged in the watershed. Narrow streets and reduced sidewalk standards that satisfy pedestrian and vehicular circulation requirements may be implemented with the approval of the Whatcom County Public Works Department. Unless specifically required, roads shall not be wider than the minimum applicable standard. A rural road standard may be approved for urban density residential areas where the developer provides adequate off-street parking and pedestrian walkways.

20.80 Supplementary Requirements

20.80.630 Stormwater and drainage.

(1) Unless exempted in WCC 20.80.631 (stormwater and drainage, exemptions), all development activity on lands within Whatcom County shall be subject to stormwater management requirements as follows:

(a) NPDES Phase II Permit Area. Except in the Lake Whatcom Watershed Overlay District, development activity inside the NPDES Phase II permit area shall comply with:

(i) The current Stormwater Manual;

(ii) Appendix 1, Minimum Technical Requirements, of the Western Washington Phase II Municipal Stormwater Permit; and

(iii) Appendix 7, "Determining Construction Site Damage Transport Potential," of the Western Washington Phase II Municipal Stormwater Permit.

(b) **Lake Whatcom Watershed Overlay District.** All development activity inside the Lake Whatcom Watershed Overlay District shall comply with Chapter 20.51 WCC, Lake Whatcom Watershed Overlay District, which satisfies all 2013 Western Washington Municipal Stormwater Permit development and redevelopment requirements.

(c) **Stormwater Special Districts.** Except for areas within or that overlap with the NPDES Phase II permit area (see subsection (1)(a) of this section), development activity inside stormwater

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special districts (as defined by WCC 20.80.635) shall comply with the current Stormwater Manual, using the following modified minimum requirements in the table below, and using the current Stormwater Manual's definitions of terms for "stormwater site plan," "impervious surface," "hard surface," "land disturbing activity," "project," "site," and "replaced hard surface":

… (Editor's Note: The *Modified Thresholds for Stormwater Management Table Within Special Stormwater Districts* not shown as it's not being proposed to be amended)

(d) **Outside (i) the NPDES Phase II Permit Area, (ii) the Lake Whatcom Watershed Overlay District, and (iii) the Stormwater Special Districts.** Development activity outside the NPDES Phase II permit area, Lake Whatcom Watershed Overlay District, and stormwater special districts (as defined by WCC 20.80.635) shall comply with the current Stormwater Manual, using the following modified minimum requirements in the table below, the definitions for land use intensity in subsection (e) of this section, and using the current Stormwater Manual's definitions of terms for "stormwater site plan," "impervious surface," "hard surface," "land disturbing activity," "project," "site," and "replaced hard surface":

… (Editor's Note: The *Modified Thresholds for Stormwater Management Table Outside the NPDES Phase II Permit Area, the Lake Whatcom Watershed Overlay District* not shown as it's not being proposed to be amended)

… (Editor's Note: Subsection (e) not shown as it's not being proposed to be amended)

(2) No project permit shall be issued prior to meeting the stormwater requirements of this section and/or the current Stormwater Manual. Advisory Note: Certain stormwater discharges to natural receiving waters are subject to state water quality standards and the requirements of the National Pollutant Discharge Elimination System (NPDES). Hydraulic project approval (HPA) may also be required if stormwater is discharged to a water body or stream that provides, or could provide, habitat for fish.

20.80.631 Exemptions.

…

(2) Commercial agriculture practices (as defined in the current Stormwater Manual, involving working the land for production are generally exempt. However, the conversion from timberland to agriculture and the construction of impervious surfaces are not exempt.

…

20.80.634 Stormwater conformance.

All development shall conform to the following requirements:

(1) General.
  (a) Stormwater discharges must be controlled and treated as required by law.
  (b) Best management practices (BMPs) shall be used to comply with the regulations in this chapter. If appropriate BMPs are not referenced in the current Stormwater Manual, experimental BMPs may be considered. However, experimental BMPs must be approved by the County prior to implementation.

…

(2) Erosion and Sediment Control.

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(a) All proposed projects that will clear, grade, or otherwise disturb the site shall provide erosion and sediment control (ESC) that prevents the transport of sediment from the site to drainage facilities, water resources and adjacent properties.
(b) Erosion and sediment controls shall be selected and applied in accordance with the current Stormwater Manual.

Chapter 20.97 Definitions

20.97.091.1 Current Stormwater Manual.
"Current Stormwater Manual" means the County Engineer approved Washington State Department of Ecology (WSDOE) Stormwater Management Manual for Western Washington edition that is in effect on the date that the county receives a complete application for the project, work, or activity.

20.97.419 Significant tree.
Any evergreen tree 12 inches or greater in diameter at breast height (DBH) or deciduous tree 8 inches or greater DBH. Diameter at breast height shall be measured four and one-half feet above existing grade. The Director may authorize the exclusion of any tree, which for reasons of health or age is not desirable to retain, from this definition.

Commented [CES132]: POLICY ISSUE #4 (in staff report): Public Works has requested that all references to "the current stormwater manual," and that the County Engineer need approve a new manual prior to its use so as to give time for training on it.

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20.97.436.4 Tree, significant.

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Any evergreen tree, 612 inches or greater in diameter at breast height (DBH) or deciduous tree, fiveeight inches or greater DBH. Diameter at breast height shall be measured four and one-half feet above existing grade. The director of planning and development services may authorize the exclusion of any tree, which for reasons of health or age is not desirable to retain, from this definition.¶

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-471

File ID:	AB2022-471	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/25/2022	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Presentation		
Assigned to:	Council Committee of the Whole			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Presentation by the Whatcom Conservation District on a proposed system of rates and charges to implement the District's work program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Per RCW 89.08.405, any county legislative authority may approve revenues to a conservation district by fixing rates and charges. The county legislative authority may provide for this system of rates and charges as an alternative to, but not in addition to, a special assessment provided by RCW 89.08.400. In fixing rates and charges, the county legislative authority may in its discretion consider the information proposed to the county legislative authority by a conservation district consistent with this section (see attached document "RCW 89.08.405" for full text).

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: RCW 89.08.400 - Special Assessments for Natural Resource Conservation, RCW 89.08.405 - Rates and Charges, District Proposal - Binder 1, District Proposal - Binder 2

RCW 89.08.400 Special assessments for natural resource conservation. (1) Special assessments are authorized to be imposed for conservation districts as provided in this section. Activities and programs to conserve natural resources, including soil and water, are declared to be of special benefit to lands and may be used as the basis upon which special assessments are imposed.

(2) Special assessments to finance the activities of a conservation district may be imposed by the county legislative authority of the county in which the conservation district is located for a period or periods each not to exceed ten years in duration.

The supervisors of a conservation district shall hold a public hearing on a proposed system of assessments prior to the first day of August in the year prior to which it is proposed that the initial special assessments be collected. At that public hearing, the supervisors shall gather information and shall alter the proposed system of assessments when appropriate, including the number of years during which it is proposed that the special assessments be imposed.

On or before the first day of August in that year, the supervisors of a conservation district shall file the proposed system of assessments, indicating the years during which it is proposed that the special assessments shall be imposed, and a proposed budget for the succeeding year with the county legislative authority of the county within which the conservation district is located. The county legislative authority shall hold a public hearing on the proposed system of assessments. After the hearing, the county legislative authority may accept, or modify and accept, the proposed system of assessments, including the number of years during which the special assessments shall be imposed, if it finds that both the public interest will be served by the imposition of the special assessments and that the special assessments to be imposed on any land will not exceed the special benefit that the land receives or will receive from the activities of the conservation district. The findings of the county legislative authority shall be final and conclusive. Special assessments may be altered during this period on individual parcels in accordance with the system of assessments if land is divided or land uses or other factors change.

Notice of the public hearings held by the supervisors and the county legislative authority shall be posted conspicuously in at least five places throughout the conservation district, and published once a week for two consecutive weeks in a newspaper in general circulation throughout the conservation district, with the date of the last publication at least five days prior to the public hearing.

(3) A system of assessments shall classify lands in the conservation district into suitable classifications according to benefits conferred or to be conferred by the activities of the conservation district, determine an annual per acre rate of assessment for each classification of land, and indicate the total amount of special assessments proposed to be obtained from each classification of lands. Lands deemed not to receive benefit from the activities of the conservation district shall be placed into a separate classification and shall not be subject to the special assessments. An annual assessment rate shall be stated as either uniform annual per acre amount, or an annual flat rate per parcel plus a uniform annual rate per acre amount, for each classification of land. The maximum annual per acre special assessment rate shall not exceed ten cents per acre. The maximum annual per parcel rate shall not exceed five dollars, except that for counties with a population of over one

million five hundred thousand persons, the maximum annual per parcel rate shall not exceed ten dollars.

Public land, including lands owned or held by the state, shall be subject to special assessments to the same extent as privately owned lands. The procedures provided in chapter 79.44 RCW shall be followed if lands owned or held by the state are subject to the special assessments of a conservation district.

Forestlands used solely for the planting, growing, or harvesting of trees may be subject to special assessments if such lands benefit from the activities of the conservation district, but the per acre rate of special assessment on benefited forestlands shall not exceed one-tenth of the weighted average per acre assessment on all other lands within the conservation district that are subject to its special assessments. The calculation of the weighted average per acre special assessment shall be a ratio calculated as follows: (a) The numerator shall be the total amount of money estimated to be derived from the imposition of per acre special assessments on the nonforestlands in the conservation district; and (b) the denominator shall be the total number of nonforestland acres in the conservation district that receive benefit from the activities of the conservation district and which are subject to the special assessments of the conservation district. No more than ten thousand acres of such forestlands that is both owned by the same person or entity and is located in the same conservation district may be subject to the special assessments that are imposed for that conservation district in any year. Per parcel charges shall not be imposed on forestland parcels. However, in lieu of a per parcel charge, a charge of up to three dollars per forestland owner may be imposed on each owner of forestlands whose forestlands are subject to a per acre rate of assessment.

(4) A conservation district shall prepare an assessment roll that implements the system of assessments approved by the county legislative authority. The special assessments from the assessment roll shall be spread by the county assessor as a separate item on the tax rolls and shall be collected and accounted for with property taxes by the county treasurer. The amount of a special assessment shall constitute a lien against the land that shall be subject to the same conditions as a tax lien, collected by the treasurer in the same manner as delinquent real property taxes, and subject to the same interest rate and penalty as for delinquent property taxes. The county treasurer shall deduct an amount from the collected special assessments, as established by the county legislative authority, to cover the costs incurred by the county assessor and county treasurer in spreading and collecting the special assessments, but not to exceed the actual costs of such work. All remaining funds collected under this section shall be transferred to the conservation district and used by the conservation district in accordance with this section.

(5) The special assessments for a conservation district shall not be spread on the tax rolls and shall not be collected with property tax collections in the following year if, after the system of assessments has been approved by the county legislative authority but prior to the fifteenth day of December in that year, a petition has been filed with the county legislative authority objecting to the imposition of such special assessments, which petition has been signed by at least twenty percent of the owners of land that would be subject to the special assessments to be imposed for a conservation district. [2005 c 466 § 1; 1992 c 70 § 1; 1989 c 18 § 1.]

RCW 89.08.405 Rates and charges system. (1) Any county legislative authority may approve by resolution revenues to a conservation district by fixing rates and charges. The county legislative authority may provide for this system of rates and charges as an alternative to, but not in addition to, a special assessment provided by RCW 89.08.400. In fixing rates and charges, the county legislative authority may in its discretion consider the information proposed to the county legislative authority by a conservation district consistent with this section.

(2) A conservation district, in proposing a system of rates and charges, may consider:

(a) Services furnished, to be furnished, or available to the landowner;

(b) Benefits received, to be received, or available to the property;

(c) The character and use of land;

(d) The public benefit nonprofit corporation status, as defined in RCW 24.03A.245, of the land user;

(e) The income level of persons served or provided benefits under this chapter, including senior citizens and disabled persons; or

(f) Any other matters that present a reasonable difference as a ground for distinction, including the natural resource needs within the district and the capacity of the district to provide either services or improvements, or both.

(3)(a) The system of rates and charges may include an annual per acre amount, an annual per parcel amount, or an annual per parcel amount plus an annual per acre amount. If included in the system of rates and charges, the maximum annual per acre rate or charge shall not exceed ten cents per acre. The maximum annual per parcel rate shall not exceed five dollars, except that for counties with a population of over four hundred eighty thousand persons, the maximum annual per parcel rate shall not exceed ten dollars, and for counties with a population of over one million five hundred thousand persons, the maximum annual per parcel rate shall not exceed fifteen dollars.

(b) Public land, including lands owned or held by the state, shall be subject to rates and charges to the same extent as privately owned lands. The procedures provided in chapter 79.44 RCW shall be followed if lands owned or held by the state are subject to the rates and charges of a conservation district.

(c) Forestlands used solely for the planting, growing, or harvesting of trees may be subject to rates and charges if such lands are served by the activities of the conservation district. However, if the system of rates and charges includes an annual per acre amount or an annual per parcel amount plus an annual per acre amount, the per acre rate or charge on such forestlands shall not exceed one-tenth of the weighted average per acre rate or charge on all other lands within the conservation district that are subject to rates and charges. The calculation of the weighted average per acre shall be a ratio calculated as follows: (i) The numerator shall be the total amount of money estimated to be derived from the per acre special rates and charges on the nonforestlands in the conservation district; and (ii) the denominator shall be the total number of nonforestland acres in the conservation district that are served by the activities of the conservation district and that are subject to the rates or charges of the conservation district. No more than ten thousand acres of such forestlands that is both owned by the same person or entity and is located in the same conservation district may be subject to the rates

and charges that are imposed for that conservation district in any year. Per parcel charges shall not be imposed on forestland parcels. However, in lieu of a per parcel charge, a charge of up to three dollars per forestland owner may be imposed on each owner of forestlands whose forestlands are subject to a per acre rate or charge.

(4) The consideration, development, adoption, and implementation of a system of rates and charges shall follow the same public notice and hearing process and be subject to the same procedure and authority of RCW 89.08.400(2).

(5)(a) Following the adoption of a system of rates and charges, the conservation district board of supervisors shall establish by resolution a process providing for landowner appeals of the individual rates and charges as applicable to a parcel or parcels.

(b) Any appeal must be filed by the landowner with the conservation district no later than twenty-one days after the date property taxes are due. The decision of the board of supervisors regarding any appeal shall be final and conclusive.

(c) Any appeal of the decision of the board shall be to the superior court of the county in which the district is located, and served and filed within twenty-one days of the date of the board's written decision.

(6) A conservation district shall prepare a roll that implements the system of rates and charges approved by the county legislative authority. The rates and charges from the roll shall be spread by the county assessor as a separate item on the tax rolls and shall be collected and accounted for with property taxes by the county treasurer. The amount of the rates and charges shall constitute a lien against the land that shall be subject to the same conditions as a tax lien, and collected by the treasurer in the same manner as delinquent real property taxes, and subject to the same interest and penalty as for delinquent property taxes. The county treasurer shall deduct an amount from the collected rates and charges, as established by the county legislative authority, to cover the costs incurred by the county assessor and county treasurer in spreading and collecting the rates and charges, but not to exceed the actual costs of such work. All remaining funds collected under this section shall be transferred to the conservation district and used by the conservation district in accordance with this section.

(7) The rates and charges for a conservation district shall not be spread on the tax rolls and shall not be allocated with property tax collections in the following year if, after the system of rates and charges has been approved by the county legislative authority but before the fifteenth day of December in that year, a petition has been filed with the county legislative authority objecting to the imposition of such rates and charges, which petition has been signed by at least twenty percent of the owners of land that would be subject to the rate or charge to be imposed for a conservation district. [2021 c 176 § 5252; 2015 c 88 § 1; 2012 c 60 § 1.]

Effective date—2021 c 176: See note following RCW 24.03A.005.

Effective date—2012 c 60: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect immediately [March 20, 2012]." [2012 c 60 § 3.]

Whatcom Conservation District

6975 Hannegan Road, Lynden, WA 98264 Phone: (360) 526-2381 Fax: (360) 354-4678
e-mail: wcd@whatcomcd.org

July 29, 2022

Whatcom County Executive
311 Grand Ave, Suite 108
Bellingham, WA 98225

Dear Honorable County Executive Sidhu,

On behalf of the Whatcom Conservation District (WCD) Board of Supervisors, I am excited to submit the enclosed packet for the Whatcom Conservation District's Rates and Charges request. It may be surprising that this is our first official request, as the board has been discussing moving forward with this type of investment since long before I joined in 2017. In 2020, we began the formal process but were set back by the pandemic. It is with great admiration for the work of our staff and board that I submit this proposal. This submittal includes:

- 2023 Program of Work proposal
- 2022 Rates and Charges Report
- Board Resolutions 2022-01, 2022-02, and 2022-03
- FY 2019 through FY 2023 Annual Plans of work with budgets
- Income Statements for Calendar Years 2018 through 2021

We have worked hard with the premier experts in the field of utility rate calculation (FCS Group based in Redmond, WA) and built upon the resources developed by our area conservation districts in their own Rates and Charges work to develop our request for you.

The District Board of Supervisors and staff are eager to continue our work with Whatcom County, our numerous partners, and county residents and landowners to enhance and expand the services as outlined in this proposal. Since 1946, the District has been on the forefront of productive agriculture, habitat restoration, and residential stewardship by providing free services to private landowners. With a growing population and increased pressure on our natural resources, the District has developed programs and implemented projects to meet the demands of a diverse and changing

Board of Supervisors: **Heather Christianson** **Suzzi Snydar** **Alan Chapman** **Valeri Wade** **Fred Berman**

environment. This proposal will ensure that services can continue to be provided for our local communities into the future.

The District and its partners have many accomplishments. Every day we hear from local jurisdictions, local, state and federal regulators and private landowners that they truly appreciate the technical assistance, project management and implementation, and many other services provided by the District. Our natural resources are many in Whatcom County and we are proud to be partners in stewarding these natural resources with you and the other local jurisdictions and private landowners that call this county home.

By way of this letter and package, in compliance with 89.08 RCW, on behalf of the Whatcom Conservation District Board of Supervisors, I am submitting (as listed above) Resolution 2022-01 and 2022-02, proposing a System of Rates and Charges for basic funding for Whatcom Conservation District programs and Resolution 2022-03 providing for an Appeals Process for landowners. Enclosed you will also find our 2022 Rate Study Report and 2023 Program and Work with budget related to this system of rates. To continue our important non-regulatory, stewardship and voluntary based work, the WCD Board of Supervisors requests your support of this system of rates and charges.

I look forward to working with you in this process to ensure we can maximize the impact of this investment. Please let me know if there is anything I can do to assist you in making an informed decision in this matter. And if you have any questions or need additional information, please feel free to call our District Manager, Brandy Reed, at (360) 526-2369.

Respectfully,



Heather Christianson
Chair, Board of Supervisors
Whatcom Conservation District

Enclosures: 5 Exhibits, 14 documents

Cc: Whatcom County Council – Todd Donovan, Council Chairman; Barry Buchanan, Council Vice Chairman; Tyler Byrd; Ben Elenbaas, Carol Frazey, Kaylee Galloway, Kathy Kershner

Dana Brown Davis, Clerk of the Council

Whatcom Conservation District Board of Supervisors



Rates and Charges Proposal Submission Package

July 2022

Submission Letter
Exhibit A - 2023 Program of Work
Exhibit B - 2022 Rates and Charges Report
Exhibit C - Resolutions
Program of Work (2022-01)
Rates and Charges (2022-02)
Appeals Process (2022-03)
Exhibit D - Work Plans with Budgets
Exhibit E - Income Statements



Exhibit A

2023 Program of Work

2023 Program of Work
With Proposed Rates & Charges
Appropriation Budget

Submitted to

The Whatcom County Executive

And Whatcom County Council

July 2022

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EXECUTIVE SUMMARY

The Whatcom Conservation District proposed 2023 Program of Work outlines programs and services under a "rates and charges" system that provide both direct and indirect benefits to property owners and residents in the District's service area. This Program of Work was developed in consultation with the District's constituents and partners, and was approved by its Board of Supervisors on July 25, 2022, Resolution 22-01.

Historically and currently, District activities are funded entirely through state and federal grants and inter-local agreement-based partnerships that address local, regional, and in some cases state-wide natural resource priorities. Most District grant and inter-local agreement (ILA) funding are one-time sources of revenue that expire with the conclusion of the associated scope of work. Despite the ephemeral nature of the District's funding, much of the District's work has led to programmatic approaches relied upon by the Whatcom County community to address ongoing conservation needs and concerns. Additionally, public demand for the District's highly successful customer service-oriented programs extends beyond the physical and temporal reach of the grant and ILA funded scopes of work.

The Whatcom Conservation District Board of Supervisors proposes to use a rates and charges system approved by the Legislature in 2012 in combination with grant and ILA-based funding sources as the basis for its proposed 2023 Program of Work. The rates and charges funding pathway is made possible through conservation district enabling legislation (Chapter 89.08.405), and makes available a modest base of stable funding to address Whatcom County natural resource priorities through District programs, services, administration, and governance. The District system of rates and charges is proposed for 10 years, and would be utilized to provide services, technical assistance, and financial incentives throughout the boundary of the District and respond to conservation priorities in watersheds across Whatcom County.

This proposal provides background on the Whatcom Conservation District and its 2023 Program of Work along with a summary of rates and charges revenue and an outline of proposed District fiscal accountability actions. The Program of Work, including District programs, services, administration, and governance is organized to address the natural resource priorities in the current District long-range plan:

- Water Quality Improvement;
- Aquatic and Upland Habitat Improvement;
- Water Quantity Management and Water Conservation;

- Working Lands Conservation; and
- Climate Resiliency.

PROGRAM OF WORK

District Background

The Whatcom Conservation District was established in 1946 to provide landowners with assistance to protect and enhance natural resources. The District serves 8 jurisdictions (7 cities and Whatcom County) with a combined population of approximately 240,000. The District's mission is *"to help landowners and farmers of Whatcom County conserve natural resources."*

The District's mandate was established by the Washington Legislature in 1939 when it passed RCW 89.08 which empowers communities to form conservation districts to assume local responsibility for conserving soil, water, and other natural resources. From the beginning, conservation districts were given a broad mandate to assist landowners with conserving resources to "protect and promote the health, safety and general welfare" of all residents in urban, suburban and rural areas.

Priority issues in the mandate for conservation districts include flooding, soil erosion, water pollution, groundwater depletion, wildlife habitat destruction, deforestation, and the loss of productive agricultural lands and fisheries.

More than 75 years after it was formed, increased urbanization, endangered salmon, loss of forest cover, other threats to Puget Sound, and increased challenges from stormwater and flooding make the Whatcom Conservation District's programs and services more relevant than ever.

Today the District provides programs, services, and financial incentives for property owners and land managers in both urban and rural areas throughout its service area. The District has no regulatory or enforcement authority. Instead, it engages individuals and communities in stewarding soil, water, and other natural resources through partnership and collaboration.

In order to be more responsive and effective in its mission, the District's service delivery model employs multiple strategies:

- Direct technical assistance and services;

- Education to foster voluntary stewardship;
- Funding for landowner and community conservation; and
- Partnerships and resource leveraging to maximize impact.

The District collaborates with jurisdictions and nonprofit organizations to provide stewardship services. Because it is an independent, non-regulatory agency, the District is seen by many landowners as a trusted mentor and partner, providing education, technical assistance, and financial incentives to help people implement measures to improve the sustainability and productivity of their land.

Natural Resource Priorities Related to District Programs and Services

The Whatcom Conservation Board of Supervisors has established natural resource priorities through the District's long-range plan. These priorities guide the District's Program of Work, and District programs and services are aligned to meet the goals of each priority. In addition to the typical body of work implemented annually by the District, this section includes three new proof of concept projects based on community input and emerging partnership opportunities – *Residential and Enhanced Working Lands Riparian Improvement Services* associated with the *Aquatic and Upland Habitat Enhancement* priority area of work and *Sustainable Farms and Fields Climate Smart Farming Practices* and *Small Acreage Forest Stewardship Assistance* associated with the *Climate Resiliency* priority area of work. (See Appendix B and Appendix C for related budget by priority details.)

1. Water Quality Improvement

The District's water quality improvement goals are to increase awareness of impacts to water quality, provide education and technical support on implementing practices to sustain water quality, contribute to the upgrade of shellfish harvest areas, reduce nitrogen pollution in surface and groundwater, and reduce phosphorous in Lake Whatcom. Aligned programs and services focus on coordinating and interpreting local water quality data, developing and implementing livestock nutrient management plans, designing and installing phosphorous reducing landscaping, conducting outreach and engagement to meet National Pollutant Discharge Elimination System (NPDES) requirements, and conducting research on the effectiveness of agriculture practices.

Examples Water Quality Improvement Programs and Services –

- Farm Conservation Planning – Assist commercial and noncommercial livestock and crop farms with managing their operations for productivity and environmental quality by

planning and implementing practices that improve soil health and prevent erosion, reduce pollutants such as pathogens and nutrients in runoff, and protect critical areas.

- Lake Whatcom Watershed Residential Water Quality Program – Support Whatcom County and the City of Bellingham on addressing phosphorous induced harmful algal blooms by converting residential lawns to native plant landscaping.
- Municipal NPDES Monitoring and Public Engagement Services – Implement NPDES permit public engagement requirements for in the City of Lynden and unincorporated Whatcom County through targeted-behavior change programs and the collection and interpretation water quality data.
- Agriculture Research and Effectiveness Monitoring – Coordinate with land managers and regional partners on monitoring the effectiveness of agriculture best management practices, coordinate and interpret water quality data in partnership with Whatcom County's Pollution Identification and Correction (PIC) program, evaluate the sources and extent of pollutants such as nitrogen, E.coli (Escherichia coli), and suspended solids, and administer the Whatcom County manure spreading advisory system.

Typical Annual Investment and Funding Sources –
The typical annual investment level is approximately $807,690 per year. Current funding partners include Whatcom County, Washington State Department of Health, Washington State Conservation Commission, City of Bellingham, City of Lynden, USDA-NRCS, Washington State Department of Agriculture, BBWARM, and Lake Whatcom Water & Sewer District.

2. Aquatic and Upland Habitat Improvement

The District's habitat improvement goals are to foster community support for fish and wildlife habitat improvement, and promote landowner participation in improving riparian corridors and removing fish passage barriers. Aligned programs and services focus on planning, designing, and implementing projects that plant riparian buffers to improve stream conditions, and planning and removing fish passage barriers to re-open upstream areas previously inaccessible to salmon and other fish species.

Example Fish and Wildlife Habitat Improvement Programs and Services –

- *Conservation Reserve Enhancement Program* – Coordinate with state and federal partners and farmers to implement an agriculture land rental program to establish buffers of native trees and shrubs along fish bearing streams and rivers.
- *Regional Conservation Partnership Program* – Coordinate with state and federal partners and land owners/occupiers to remove fish impassible culverts and crossings on driveways and farm and forest roads.

- *Native Plant Sale & Residential Habitat Enhancement Projects* – Plan and facilitate an annual native tree, shrub, and groundcover sale to support residential and landowner implemented habitat stewardship and backyard conservation projects.
- *Residential and Working Lands Riparian Enhancement* – New this year is a proof-of-concept initiative in partnership with the WSCC to promote and implement salmon recovery practices through the voluntary stewardship model championed by conservation districts. The focus of this work will be on establishment of new riparian buffers at the reach scale.

Typical Annual Investment and Funding Sources –
The typical annual investment level is approximately $765,350 per year. Current funding partners include Washington State Conservation Commission, Whatcom County, USDA NRCS/FSA, US FWS, and BBWARM. (This figure does not include funding for the new Residential and Working Lands Riparian Enhancement Program.)

3. Water Quantity Management and Water Conservation

The District's water quantity management and water conservation goals are to increase awareness of water quantity improvement initiatives, provide education and technical support on practices to improve water-use efficiency, lead county-wide domestic water conservation program, and integrate irrigation efficiency practices into agriculture operations. Aligned programs and services focus on reducing residential water use through a residential water efficiency appliance rebate program, identifying and addressing barriers to agricultural irrigation water-use efficiency practices, and planning, designing, and implementing flood mitigation actions and drainage maintenance projects.

*Example W*ater Conservation and Water Quantity Management *Programs and Services* –
- Agriculture Water-use Efficiency – Develop and disseminate on-line and direct marketing content on water efficiencies for agricultural water users, provide technical support on implementing irrigation efficiency practices, conduct research on drainage system and sub-surface groundwater management approaches that maintain crop productivity, and improve and advance *AgWeatherNet*-associated data collection and accessibility to inform sound irrigation decisions.
- Domestic Water-use Efficiency – Develop and administer the *Whatcom Water Alliance* domestic water-use efficiency rebate program, develop and monitor water usage and savings rates among WWA members, develop and deliver school-based water-use efficiency curricula and deliver to K-12 school in local school districts.
- Flood Control and Agricultural Drainage Projects – Support Whatcom County flood control projects by designing and implementing flood mitigation plans, and support local

Watershed Improvement Districts with planning and permitting drainage maintenance projects.

Typical Annual Investment and Funding Sources –
The typical annual investment level is approximately $195,520 per year. Current funding partners include Washington Conservation Commission, Whatcom County, USDA-NRCS, and City of Lynden, Whatcom Water Alliance members, Lake Whatcom Water & Sewer District, Birch Bay Water & Sewer District, and Whatcom Community Foundation.

4. <u>Working Lands Conservation</u>

The District's working lands conservation goals are to increase appreciation of and community support for the conservation of working lands, promote and increase awareness natural resource-based industries and associated sustainability approaches, highlight leaders in the farming, ranching, and forest management communities in local and regional media and communications, and collaborate with local and regional leaders on enhancing the land-management toolbox by advancing the voluntary stewardship model. Aligned programs and services focus on protecting agriculture lands through fee simple acquisitions and easement purchases, and promoting community awareness and support of farming, ranching, and forest industries through events and communications.

Example Working Lands Conservation Programs and Services –

- Farm and Forestland Conservation – Monitor and contribute to local agriculture conservation policy at the Agriculture Advisory Committee and Whatcom Conservation Easement Oversight Committee, support proposed agriculture and forestland easement purchases in partnership with the Whatcom Land Trust and the Whatcom County Conservation Easement Program, and prepare conservation plans and support landowner implementation of planned practices in association with easement programs.
- Promote Local Agriculture Industries Promotion and Engagement – Write and publish *Landowner Spotlights* to promote awareness of local agriculture by highlighting working lands landowner who are leaders in natural resource management on private lands, and promote local farming, ranching, and forestry industries through farm tours and other sponsored engagement activities such as the Farm Expo.

Typical Annual Investment and Funding Sources –
The typical annual investment level is approximately $259,920 per year. Current funding partners include Washington Conservation Commission, Whatcom Community Foundation, and Whatcom County.

5. <u>Climate Resiliency</u>

The District's climate resiliency goals are to build community support for climate resiliency and preparedness through education and outreach, reduce wildfire-related risk and harm to people and property, and improve the capacity of residential and working lands to capture carbon. Aligned programs and services focus on planning, promoting, and implementing fire preparedness practices, and advancing native tree planting and retention efforts and climate-smart soil health practices.

Example Climate Resiliency Programs and Services –

- Wildfire Risk Reduction Program – Promote and engage residents through Wildfire Awareness Month activities, conduct home wildfire risk assessments and prepare associated fire preparedness plans, especially in areas of moderate to high wildfire risk, support community enrollment in Firewise USA, and plan and implement fuel-reduction projects.
- Carbon Capture Capacity Development – Promote the carbon storage benefit of healthy trees, coordinate with *Whatcom Million Trees* project to increase new tree planting and promote tree retention throughout Whatcom County.
- Sustainable Farms and Fields Climate Smart Practices – New this year is a proof-of-concept initiative in partnership with the Washington State Conservation Commission (WSCC) to promote and implement climate smart, carbon sequestering soil health and conservation practices.
- Small Acreage Forest Stewardship Assistance – Anticipated fiscal year 2024 (July 2023) is a proof-of-concept initiative in partnership with the WSCC and Washington Department of Natural Resources to deliver scaled forest stewardship planning services to small forest landowners for forest health, reduced land conversion, and retention of forest and tree canopy cover.

Typical Annual Investment and Funding Sources –

The typical annual investment level is approximately $246,520 per year. Current funding partners include Washington Conservation Commission, City of Bellingham, Skagit Conservation District, and Whatcom County. (This figure does not include new investments in the *Sustainable Farms and Fields* Program or *Small Acreage Forest Stewardship Assistance*.)

District Administration and Governance

The District's Program of work is supported by an administrative system that includes governance and oversight by an all-volunteer 5-member Board of Supervisors and

management by a 3.25-3.75 FTEs. The cost of the District's administration and governance functions is approximately 21% of direct program operating costs (assumes a $2.3M operating budget). District administrative costs are funded by program grants and contracts. In addition to staff costs, District administration includes indirect items such as maintaining an office and vehicle fleet, providing computing equipment and related services, purchasing office supplies and equipment, etc.

RATES AND CHARGES REVENUE SUMMARY

The District proposes an annual system of rates and charges with a $5.00 per parcel cap and in some cases a per-landowner cap (see Appendix A). A rates and charges report prepared by the FCS Group details the rate schedule and underlying analysis. The full FCS Group rates and charges report is included by Exhibit in the District rates and charges submittal to the Whatcom County Executive and Whatcom County Council in July of 2022.

Rates and Charges Revenue

A District system of rates and charges will be collected by the Whatcom County Treasurer and the rate schedule applied to eligible Whatcom County parcels included in the Whatcom County Assessor's database. The District proposed rate schedule is estimated to generate approximately $510,529 per year in revenue to implement the District Program of Work. This amount would be remitted to the District minus delinquencies and any retained fees, such as a fee retained by the Assessor's Office to set-up and maintain the rates and charges roll.

Estimated collections	$510,529
Estimated Delinquency	TBD
Assessor's fee (NTE 1%)	TBD
Estimated amount remitted to District	$510,529
District's administration fee	TBD
Amount available for operations/programs/services	$510,529 (less fees/delinquencies)

Reconciliation of Other Revenue

The cost of the District's program of work is wholly funded through state and federal grants and local and regional inter-local agreement-based contracts. Most of these grants and contracts are one-time sources of funding. A fraction of these grants and contracts

(~$550,000) are considered recurring on an annual basis during the time frame associated with the District's proposed system of rates and charges. These recurring sources of revenue are included in the FCS Group rates and charges analysis as an offset to the Program of Work budget funded by rates and charges.

Rates and Charges Revenue Allocation

The Whatcom County Treasurer will remit approved rates and charges collections to the District. The District will allocate remitted rates and charges collections to implement the Program of Work in alignment with the natural resource priorities and consistent with the highlighted programs, services, and operations.

DISTRICT RESPONSIBILITY & FISCAL ACCOUNTABILITY

Whatcom Conservation District is committed to open, transparent, and accountable governance. The District looks forward to collaborating with Whatcom County on implementing the District system of rates and charges and proposes the following associated fiscal responsibility and accountability actions.

Annual Reporting

In accordance with the statutory requirements of Chapter 89.08.341 RCW, the District will provide regular reporting to Whatcom County. District reporting to Whatcom County will include an annual program of work to outline the upcoming fiscal year work plan priorities and an annual report to communicate actual fiscal year activities with expenditures.

Ongoing Stakeholder and Community Input

The District is committed to accountable governance. The District will seek input from partner agencies, organizations, and residents of Whatcom County on a reoccurring basis to adaptively manage the District's programs and services for relevancy and effectiveness, to identify emerging natural resource management priorities, and to respond to unanticipated needs. Examples of engagement activities the District may conduct include using survey instruments to gather general input, convening round-tables to gather topical input, and engaging partners in an advisory capacity to the District Board of Supervisors. (See Appendix D for a report of stakeholder engagement on long-range priorities and rate and charges.)

APPENDIX A

WHATCOM CONSERVATION DISTRICT

Rate Schedule and Revenue Calculation

Maximum Allowable Rates	Per Parcel	Per Acre
All Other Land Uses Max	$ 5.0000	$ 0.1000
Designated Forest Land Max	$ 3.0000	$ -

Land Use Category	Calculated Rates		No of Charge Units		Calculated Revenues		
	Per Parcel	Per Acre	No of Parcels	No of Acres	Parcel Charge	Acreage Charge	TOTAL
Residential	$ 5.00	$ -	73,598	65,474	$ 367,990	$ -	**$ 367,990**
Commercial	$ 4.99	$ -	7,604	136,018	$ 37,925	$ -	**$ 37,925**
Open Space	$ 5.00	$ -	1,237	13,187	$ 6,183	$ -	**$ 6,183**
Institutional / Public	$ 5.00	$ -	634	2,805	$ 3,168	$ -	**$ 3,168**
Agriculture	$ 5.00	$ -	5,501	109,325	$ 27,496	$ -	**$ 27,496**
Designated Forest Land	$ 2.99	$ -	904	82,469	$ 2,703	$ -	**$ 2,703**
Vacant / Undeveloped	$ 5.00	$ -	13,018	30,522	$ 65,064	$ -	**$ 65,064**
TOTAL			**102,496**	**439,800**	**$ 510,529**	**$ -**	**$ 510,529**

per RCW forest land maxes out at $3.00 per property owner and .01 per acre based on 10% of the weighted average of acreage charges imposed on all other land use categories

APPENDIX B

WHATCOM CONSERVATION DISTRICT

Program of Work and Budget
Natural Resource Priority Allocations

Summary	Total Cost	Allocated Costs		
		Indirect	Direct	Total
Water Quality Improvement (Incl stormwater quality)	$ 807,688	$ 797,684	$ 10,004	$ 807,688
Aquatic& Upland Habitat Improvement	765,354	759,038	6,316	765,354
Water Quantity Improvement (Incl stormwater quantity)	195,518	194,254	1,264	195,518
Working Lands Conservation	259,920	256,962	2,958	259,920
Climate Resiliency	246,520	242,153	4,367	246,520
TOTAL	**$ 2,275,000**	$ 2,250,091	$ 24,909	$ 2,275,000
less: Other Revenues	(550,000)			
NET TOTAL	**$ 1,725,000**			

APPENDIX C

WHATCOM CONSERVATION DISTRICT

Program of Work and Budget

Programs and Services Allocations

Program/Service	Total Cost	Natural Resource Priorities Benefits (Cost per Program Group)				
		Water Quality Improvement (Incl stormwater quality)	Aquatic & Upland Habitat Improvement	Water Quantity Management (Incl stormwater quantity)	Working Lands Conservation	Climate Resiliency
PROGRAM GROUP - Agriculture & Working Lands Conservation						
Commercial Farm Assistance	$185,027	$130,328	$0	$0	$54,699	$0
Non-commercial Farm Assistance	347,369	$244,678	$0	$0	$102,691	$0
Agricultural Drainage Assistance	13,618	$549	$1,223	$790	$11,056	$0
Local Food & Farming Support	16,012	$645	$1,438	$930	$12,189	$810
Research & Effectiveness Monitoring	177,988	$75,748	$0	$54,552	$47,687	$0
Farmland / Forestland Protection Support	5,635	$237	$2,374	$341	$2,385	$297
Subtotal	**$ 745,649**	**$452,186**	**$5,035**	**$56,613**	**$230,707**	**$1,108**
PROGRAM GROUP - F&W Habitat Improvements						
Riparian Habitat Enhancement	$618,322	$142,399	$475,923	$0	$0	$0
Fish Habitat Enhancement	72,555	$0	$72,555	$0	$0	$0
Other Habitat Enhancement	13,192	$0	$13,192	$0	$0	$0
Subtotal	**$704,069**	**$142,399**	**$561,670**	**$0**	**$0**	**$0**
PROGRAM GROUP - Climate Resiliency & Preparedness						
Agriculture Water Conservation	$36,863	$0	$0	$19,696	$0	$17,167
Domestic Water Conservation	114,773	$0	$0	$61,323	$0	$53,450
Extreme Weather Event Response	27,007	$11,974	$0	$0	$0	$15,033
Wildfire Risk Reduction Services	142,102	$0	$12,748	$0	$21,612	$107,743
Climate-Friendly Farming Practices (WSCC SF&F)	34,358	$1,372	$0	$1,976	$1,728	$29,283
Forest Health & Stewardship (WSCC / WA DNR)	34,749	$0	$7,643	$9,881	$0	$17,225
Subtotal	**$389,853**	**$13,346**	**$20,391**	**$92,877**	**$23,339**	**$239,900**
PROGRAM GROUP - Community Stormwater & Habitat Improvements						
Lake Whatcom Stormwater & Habitat Enhancement	$205,163	$149,606	$55,557	$0	$0	$0
School & Community-based Watershed Education	32,858	$4,665	$10,088	$6,719	$5,874	$5,512
Municipal Stormwater & Habitat Enhancement	105,065	$45,486	$20,270	$39,309	$0	$0
Native Plant Sale	92,343	$0	$92,343	$0	$0	$0
Subtotal	**$435,429**	**$199,757**	**$178,258**	**$46,028**	**$5,874**	**$5,512**
TOTAL	**$ 2,275,000**	**$807,688**	**$765,354**	**$195,518**	**$259,920**	**$246,520**

APPENDIX D

Rates and Charges Development

Stakeholder Engagement Program of Work Development

During the first half of calendar year 2022, the Whatcom Conservation District launched a long-range planning and rates and charges stakeholder engagement process. This effort included an on-line survey directed at the entire Whatcom County community, direct outreach to stakeholders and elected representatives, and two public hearings. The purpose of the on-line survey and direct outreach effort was to gather public input and recommendations on the future and ongoing conservation focus of the District. The purpose of the public hearings was to gather public comment on the specific program of work and rates and charges appropriations budget.

On-line Survey –
As of May 31, 2022, 244 Whatcom County residents responded to the survey. Survey responses were in alignment with the District's current program of work. For example, all respondents identified agriculture, aquatic areas, and forest conservation as their top three natural resource management and conservation programming priorities. Additionally, 75% of respondents indicated a willingness to pay a conservation district fee to support delivery of that programming, and 55% of those indicated a willingness to pay a fee in an amount that exceeds the statutory limit for conservation districts, which is $5.00 per parcel and 10 cents per acre per year. Responses also suggested new and enhanced areas of programmatic focus, including more residential upland habitat enhancement services such as tree planting and native plant landscaping, additional services to assist landowners with address the impacts of floods, and new climate resiliency aligned forest stewardship services. The District is continuing to promote the survey and collect survey responses on an ongoing basis. (Preliminary survey responses are summarized in a following report.)

Direct Outreach to Key Stakeholders and Elected Representatives –
Direct outreach was conducted with 122 stakeholders and elected representatives, including incorporated and unincorporated neighborhood associations, service organizations, and interest groups (for example, Whatcom County Commercial Fishermen's Association); local government representatives, including city mayors and council members, and the Whatcom County Executive and Whatcom County Councilmembers; non-profit organizations; other special purpose districts in the agriculture, environmental, and community development

sectors; state and federal partners (e.g., WA DNR, USDA NRCS); and the Lummi Nation and the Nooksack Tribe. Engagement took the form of email and phone-based invitation to discuss natural resource conservation priorities; email, phone, and presentation-based discussions. The District is continuing to engage stakeholders and consider input on an ongoing basis. (A record of one-on-one stakeholder engagement activities is included in a following table.)

Rates and Charges Public Hearings –

Based on stakeholder input collected through the long-range planning-associated survey, direct engagements with stakeholders, as well as other District considerations, the Whatcom Conservation District Board of Supervisors worked with staff and the FCS Group, a regional leader in rate model development, to develop a proposed system of rates and charges. The Board presented the proposed system of rates and charges and associated program of work and budget during two public hearings – one on July 7, 2022 and the other on July 11, 2022. The purpose of the public hearings was to gather and consider public comment on a proposed system of rates and charges to fund the District's conservation activities and programs within the unincorporated and incorporated areas of Whatcom County. The District received written public comment from one individual and oral public comment from two individuals. Public hearings were announced by legal notice in the Bellingham Herald on June 24, 2022 and July 1, 2022, the Lynden Tribune on June 29, 2022, and the Northern Light on June 30, 2022; physical postings in 32 public locations in the incorporated and unincorporated areas of Whatcom County beginning June 23, 2022; on the District web page beginning Jun 22, 2022; and though District social media posts and boosted advertisements. (A record of pubic hearing noticing and advertising activities is included in a following table.)

APPENDIX D

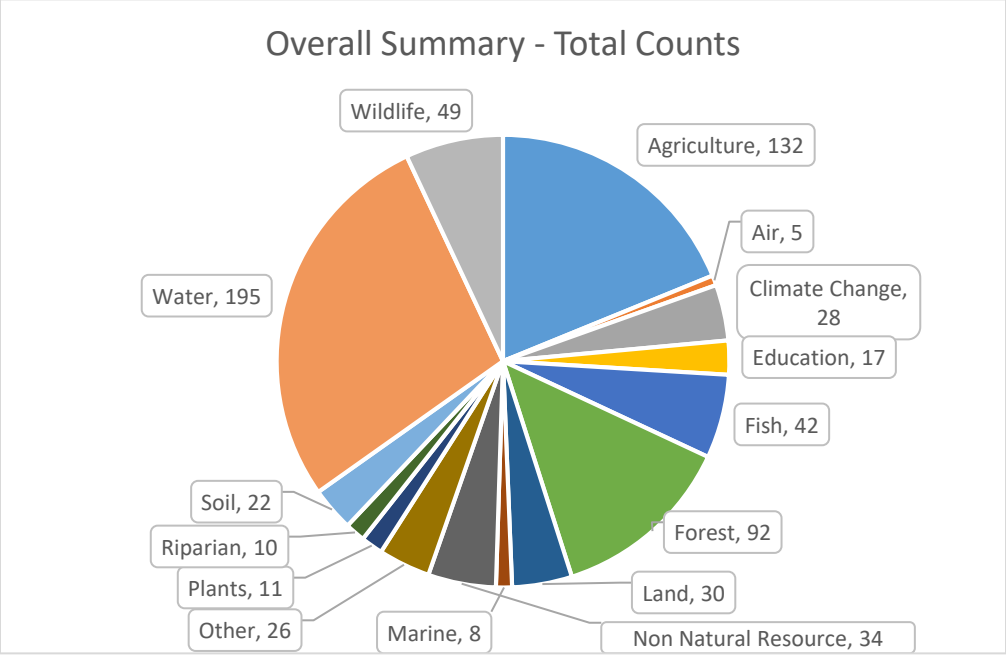
Stakeholder Engagement Program of Work Development

On-line Survey, Preliminary Results

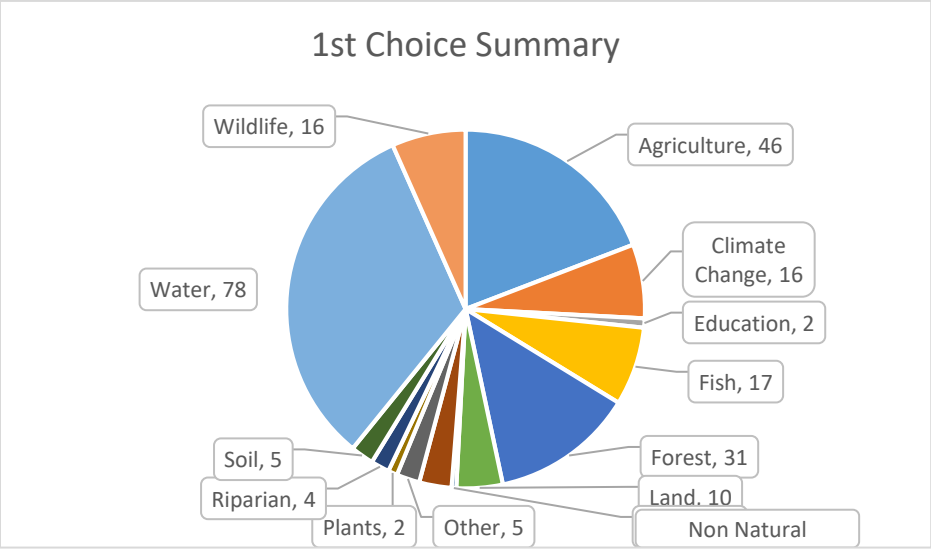
1. **Which three natural resources in Whatcom County are the most important for your District to conserve, enhance or protect? Please list in order of priority.**

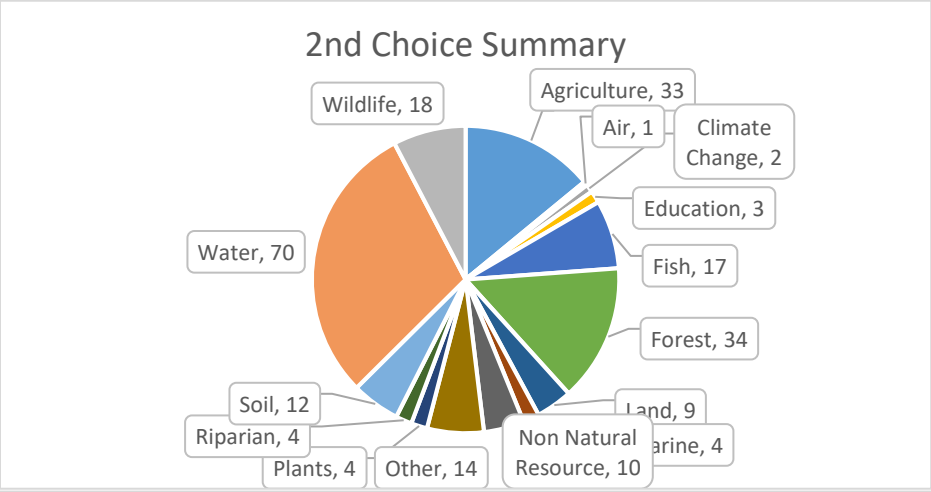
   Results are summarized below in pie charts by number of responses.

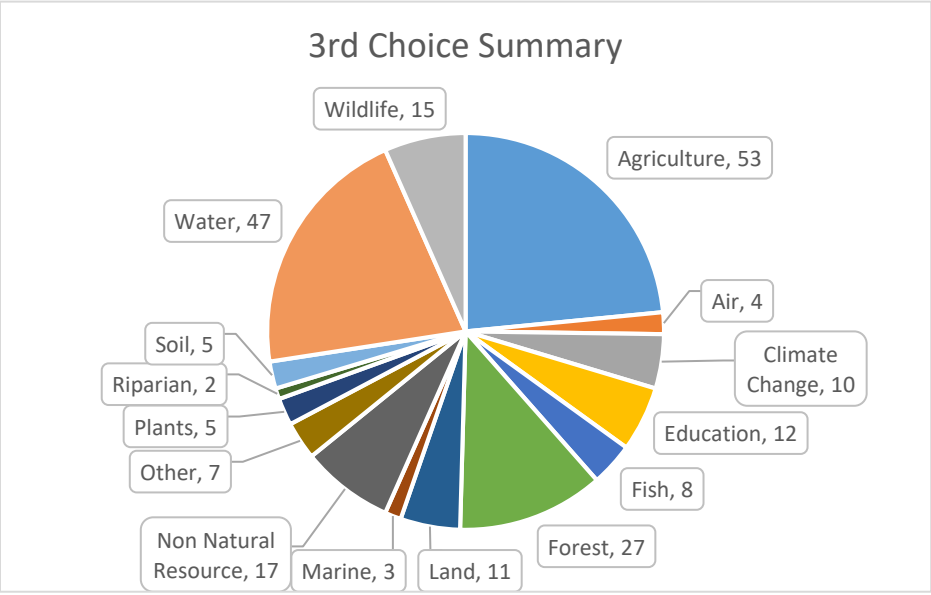
   Examples of responses in the top three categories are below:
   Water = "Clean water/streams" "Shoreline" "Water Quality/quantity" "water supply and quality"
   Agriculture/Farmland = "active agriculture" "Farm Stewardship" "Open farmland" "Maintain agricultural areas"
   Forest = "Timber Resources" "Forest ecosystems" "Trees" "forested/vegetated riparian buffers"
   Non Natural Resource = "Development rights" "Recreation" "Noise" "Traffic"



APPENDIX D


1st Choice Summary
Wildlife, 16
Agriculture, 46
Climate Change, 16
Water, 78
Education, 2
Fish, 17
Soil, 5
Forest, 31
Riparian, 4
Land, 10
Plants, 2
Other, 5
Non Natural


2nd Choice Summary
Wildlife, 18
Agriculture, 33
Air, 1
Climate Change, 2
Education, 3
Water, 70
Fish, 17
Forest, 34
Soil, 12
Land, 9
Riparian, 4
Non Natural Resource, 10
Plants, 4
Other, 14


3rd Choice Summary
Wildlife, 15
Agriculture, 53
Water, 47
Air, 4
Soil, 5
Climate Change, 10
Riparian, 2
Plants, 5
Education, 12
Other, 7
Fish, 8
Non Natural Resource, 17
Marine, 3
Land, 11
Forest, 27

APPENDIX D

2. **Of the following areas* of conservation programming, which are the most important for the District to offer? Please rank the 7 areas of programming in order of priority.** (Selections were randomized for each participant)

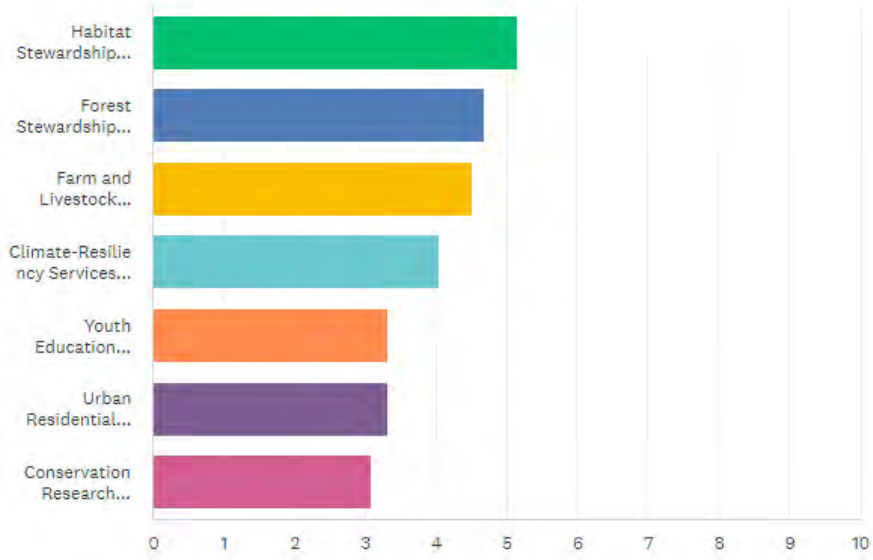
   - ☐ Habitat Stewardship Services
   - ☐ Forest Stewardship Services
   - ☐ Farm and Livestock Services
   - ☐ Climate-Resiliency Services
   - ☐ Youth Education Services
   - ☐ Urban Residential Services
   - ☐ Conservation Research Services

   * Note that under each category were examples of service options

   Summary of responses are below by their wieghted average. Habitat, Forests, Farms stewardship as well as Climate-Resiliency services were the highest-ranking priority conservation programs for the District. Which follow closely to the NRP areas identified in question 1.

Of the following areas of conservation programming, which are the most important for the District to offer? Please rank the 7 areas of programming in order of priority.

Answered: 245 Skipped: 8



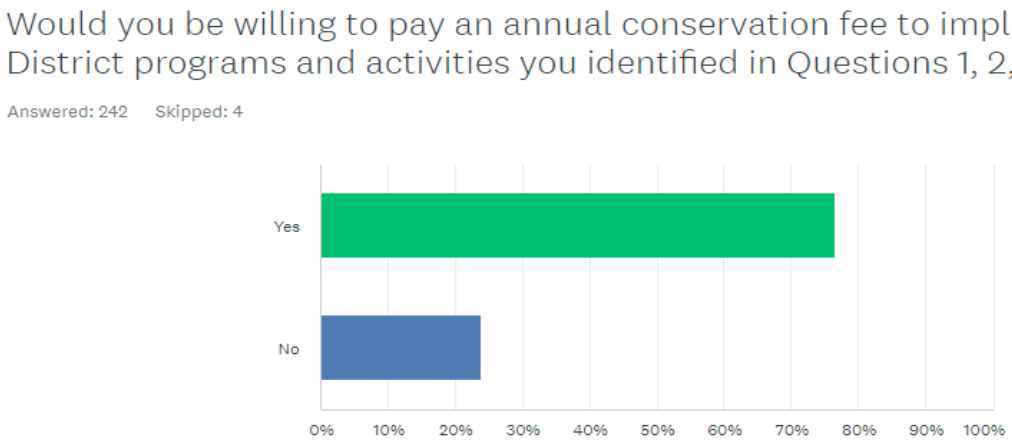
APPENDIX D

3. What options didn't you see above, or additional criteria you would add, that you believe the District should offer?
[These responses have not been summarized or coded at this time, see LINK for all results]

4. Would you be willing to pay an annual conservation fee to implement the District programs and activities you identified in Questions 1, 2, and 3?

- ☐ Yes
- ☐ No

Results indicate that the majority of respondents 76% be willing to pay an annual conservation fee to implement the District programs and activities. (N=242)

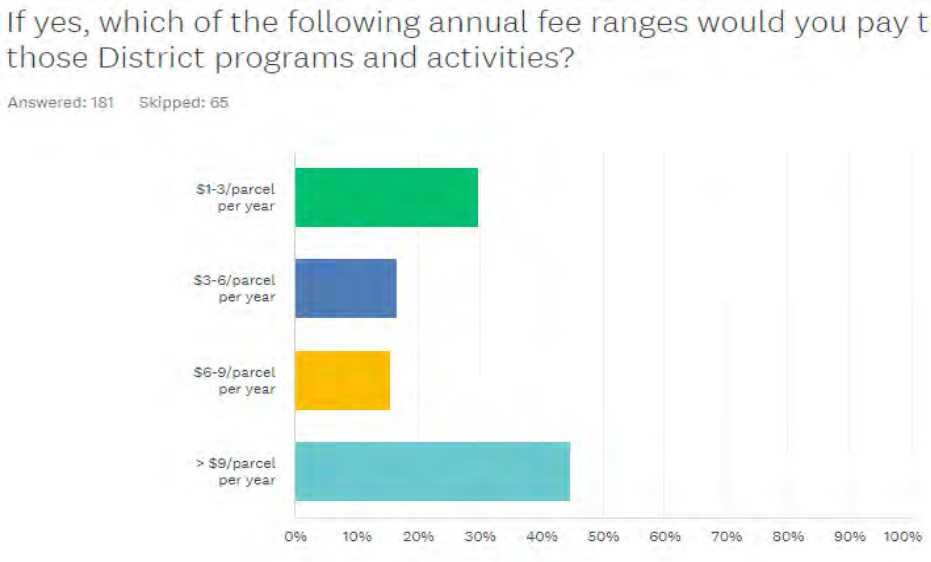


APPENDIX D

5. If yes, which of the following annual fee ranges would you pay to implement those District programs and activities?

- ☐ $1-3/parcel per year
- ☐ $3-6/parcel per year
- ☐ $6-9/parcel per year
- ☐ >$9/parcel per year

Results indicate 29% are willing to pay $1-$3 per parcel at with 49% of respondents would be willing to pay >$9 per parcel.

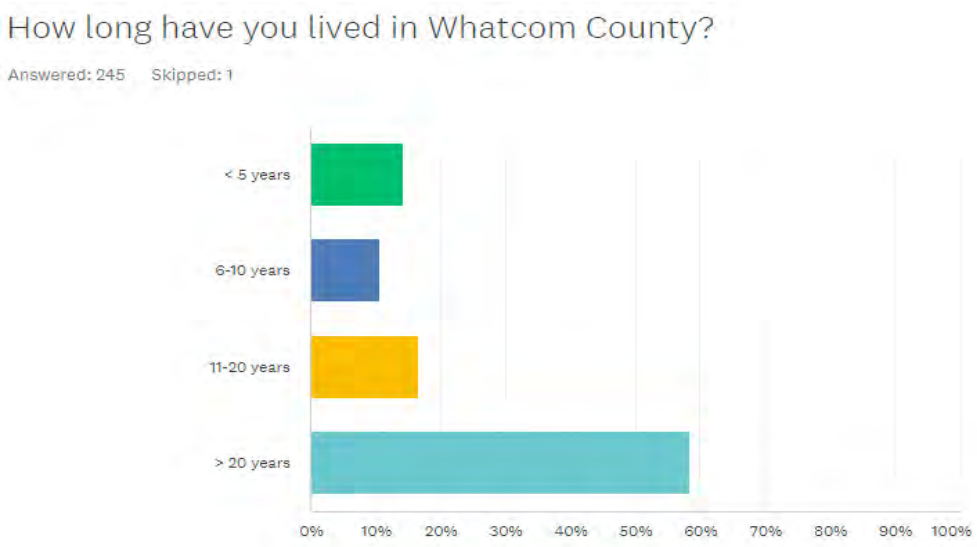


APPENDIX D

6. How long have you lived in Whatcom County?

- ☐ < 5 years
- ☐ 6-10 years
- ☐ 11-20 years
- ☐ >20 years

Results indicate that the majority of respondents 58% are long term residents of Whatcom County >20 years. (N=255) It could then be inferred that they are vested in the community, familiar with natural resource challenges.

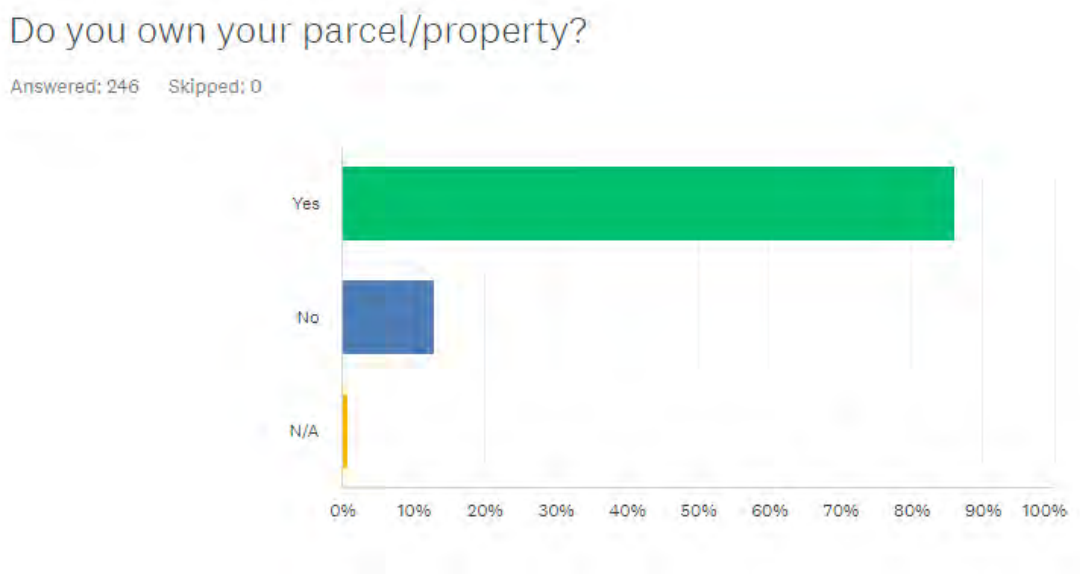


APPENDIX D

7. Do you own your parcel/property?

- ☐ **Yes**
- ☐ **No**
- ☐ **N/A**

Results indicate that the majority of respondents 86% own property in Whatcom County. It could be inferred that they understand the challenges around land ownership, cost of current property taxes, and value programs that help steward their land. (N=246)



APPENDIX D

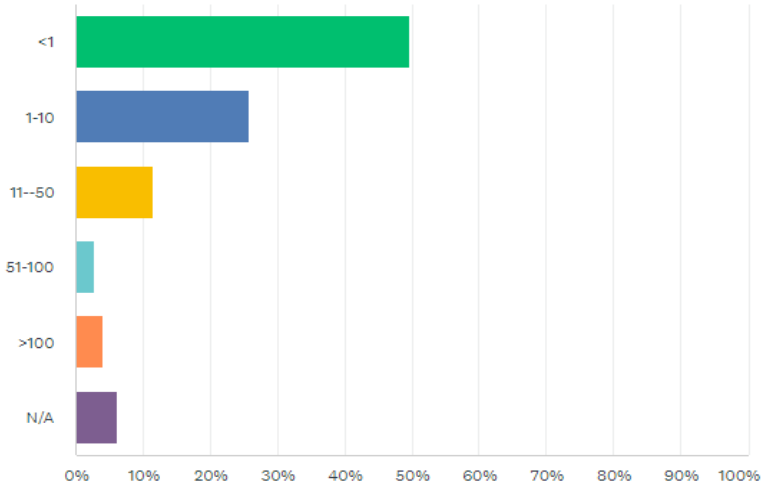
8. How many acres of land do you own, lease and/or manage?

- ☐ <1
- ☐ 1-10
- ☐ 11--50
- ☐ 51-100
- ☐ >100
- ☐ N/A

Results indicate that the majority of respondents 49% own/manage less than 1 acres of land, but 28% own/manage 1-10 acres. (N=244)

How many acres of land do you own, lease and/or manage?

Answered: 244 Skipped: 2



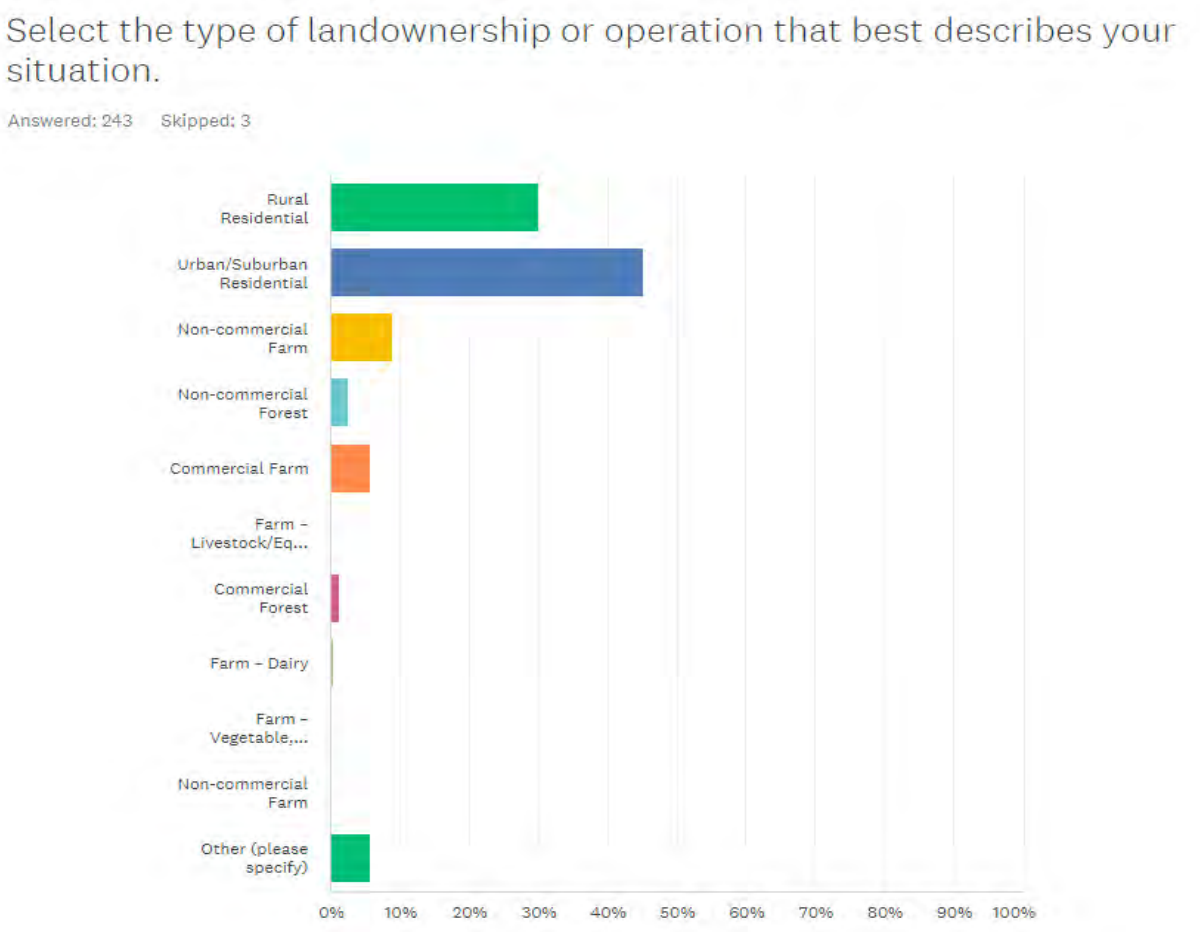
ANSWER CHOICES	RESPONSES	
<1	49.59%	121
1-10	25.82%	63
11--50	11.48%	28
51-100	2.87%	7
>100	4.10%	10
N/A	6.15%	15
TOTAL		244

APPENDIX D

9. Select the type of landownership or operation that best describes your situation.

- ☐ Rural Residential
- ☐ Urban/Suburban Residential
- ☐ Non-commercial Farm
- ☐ Non-commercial Forest
- ☐ Commercial Farm
- ☐ Commercial Forest
- ☐ Other (please specify)

Results indicate that the majority of respondents 45% are Urban/Suburban Residential landowners with a mix of rural and urban. It could be inferred then that their interest in natural resource conservation is driven by intrinsic values rather than economic as they are not living off of the land they manage. (N=243)



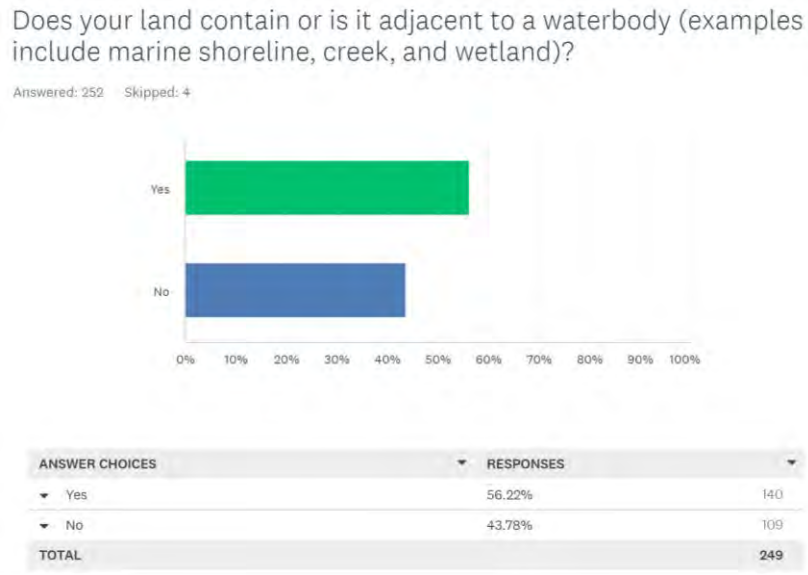
APPENDIX D

ANSWER CHOICES		RESPONSES	
Rural Residential		30.04%	73
Urban/Suburban Residential		45.27%	110
Non-commercial Farm		9.05%	22
Non-commercial Forest		2.47%	6
Commercial Farm		5.76%	14
Farm – Livestock/Equine		0.00%	0
Commercial Forest		1.23%	3
Farm – Dairy		0.41%	1
Farm – Vegetable, Nursery/Greenhouse/Floriculture & Sod		0.00%	0
Non-commercial Farm		0.00%	0
Other (please specify)	Responses	5.76%	14
TOTAL			243

10. Does your land contain or is it adjacent to a waterbody (examples include marine shoreline, creek, and wetland)?

- ☐ Yes
- ☐ No

Results indicate that half of respondents (56%) live adjacent to a waterbody. This is interesting as the results for question #1 indicate water as being a priority resource for protection. It can also be inferred that this is not representative of Whatcom County as a whole in that it is not possible that >50% of Whatcom county residents live adjacent to a water body, but it does make sense that those living next to water would care more deeply about its protection. (N=249)



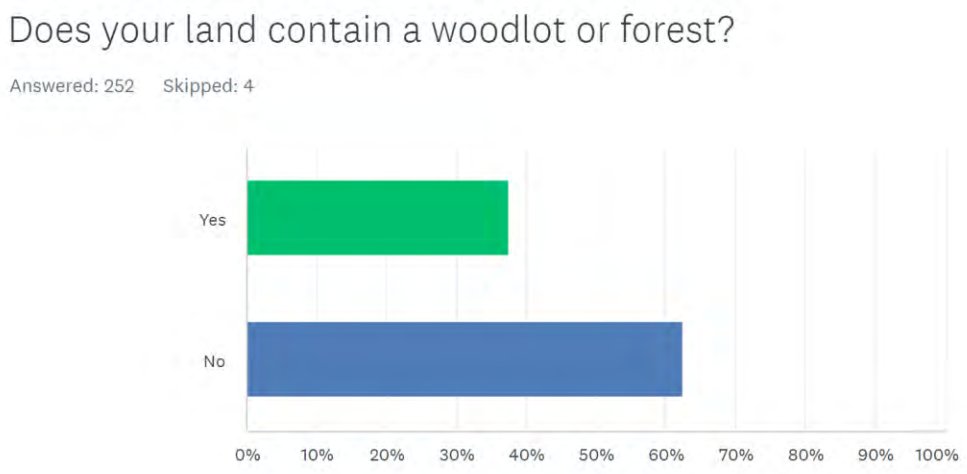
ANSWER CHOICES	RESPONSES	
Yes	56.22%	140
No	43.78%	109
TOTAL		249

APPENDIX D

11. Does your land contain a woodlot or forest?

- ☐ Yes
- ☐ No

Results indicate that the majority of respondents (38%) own/manage land with woodland forest (land containing growing trees). While only 62% do not have any woodland. (N=250)



ANSWER CHOICES	RESPONSES	
Yes	37.60%	94
No	62.40%	156
TOTAL		250

APPENDIX D

WHATCOM CONSERVATION DISTRICT
One-on-One Stakeholder Engagement Record

STAKEHOLDER		WCD TEAM			CONTACT RECORD						
Stakeholder	Point of Contact	Board Member/Assoc Svsr	Staff Member	Contact Lead	Method - Contact No 1	Status - Contact No 1	Method - Contact No 2	Status - Contact No 2	Method - Contact No 3	Status - Contact No 3	Recommended follow-up
NON PROFITS - Service Clubs											
Mt.Baker Rotary		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Lynden Breakfast Kiwanis Club		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Lynden Noon Kiwanis Club		Larry Davis	B Reed	Larry Davis	Emailed - 2020, Presentation - 2020	Completed					
Lynden Lions Club		Larry Davis	B Reed	Larry Davis		Scheduled					
Birch Bay Lions Club		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Eagles		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Bellingham City Club		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
League of Women Voters	Joy Monjure, President	Heather Christianson	B Reed	Heather Christianson							
Bellingham Fairhaven Lions Club		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Bellingham Central Lions Club		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Bellingham Moose Lodge #493		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Whatcom Masonic Lodge #151		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Bellingham Eagles #31		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Elks Lodge #194		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Veterans of Foreign Wars Post 9301	Lori Nettles-aux chief of staff	Valeri Wade	B Reed	Valeri Wade							
Bellingham Bay Rotary Club		Larry Davis	B Reed	Larry Davis	Emailed - 2020, Presentation - 2020	Completed					
South Fork Valley Community	Matthew Thoomey	Larry Davis	A. Sweeney	Larry Davis	Emailed - 2020, Presentation - 2020	Completed					
NON PROFITS - Ag											
Farm Bureau	Ben Elenbaas, Troy Lenssen	Suzzi Snydar	C. Cheever	Suzzi Snydar	Phone - SSnydar; Follow-up B.Reed. Invited to introduce new DM and extend LRP invitation at 6/21/2022 FB Mtg. Brandy Will Attend.	Completed - Initial outreach (Suzzi/Brandy)					
Cattlemens	Branden Brink, Ben Elenbaas	Suzzi Snydar	C. Cheever	Suzzi Snydar							
Save Family Farming/WWF	Fred Likkel	Suzzi Snydar	A. Sweeney	Suzzi Snydar	Emailed invitation to ED	Completed (Brandy)					
Raspberry Growers	Henry Beirlink	Suzzi Snydar	C. Cheever	Suzzi Snydar							
Northwest Agriculture Business Center	David Bauermeister	Fred Berman	B Reed / C. Cheever	Fred Berman							
Bellingham Farmers Market Assoc.		Fred Berman	B Reed / C. Cheever	Fred Berman							
Community Food Coop/Farm Fund		Fred Berman	B Reed / C. Cheever	Fred Berman							
Whatcom Food Network		Fred Berman	B Reed / C. Cheever	Fred Berman							
WSU Extension		Fred Berman	B Reed / C. Cheever	Fred Berman							
NON PROFITS - Other											
Master Gardener/Garden Clubs	Beth Chisholm	Valeri Wade	A. Sweeney	Valeri Wade							
Lummi Island Community Assoc	Greg Hall-prez & web admin	Valeri Wade	B.Reed	Valeri Wade	emailed(Val)	rec'd response	emailed with requests(Val)	subcommittee request for help			
Landscapers Group											
Northwest Business Club	Gary Goldfogel, Chair	Larry Davis	B Reed	Larry Davis	Emailed letter on 04.20.22	Waiting for response					
Blaine Chamber of Commerce		Larry Davis	B Reed	Larry Davis							
Everson-Nooksack Chamber of Commerce		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed	S.Snydar emailed 6/24/2022. Next Steps – Consider sending follow-up email by 6/6 to notify about public hearings, and another email late July to notify about System of R&C and offer to meet to discuss.	Completed - Initial (2022)			
Ferndale Chamber of Commerce		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Point Roberts Chamber of Commerce		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Bellingham Regional Chamber of Commerce		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Sumas Chamber of Commerce		Larry Davis	B Reed	Larry Davis		Completed	S.Snydar emailed 6/24/2022. Next Steps – Consider sending follow-up email by 6/6 to notify about public hearings, and another email late July to notify about System of R&C and offer to meet to discuss.	Completed - Initial (2022)			
Lynden Chamber of Commerce		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed	S.Snydar emailed 6/24/2022. Next Steps – Consider sending follow-up email by 6/6 to notify about public hearings, and another email late July to notify about System of R&C and offer to meet to discuss.	Completed - Initial (2022)			
Birch Bay Chamber of Commerce		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Mt. Baker Foothills Chamber of Commerce		Larry Davis	B Reed	Larry Davis	Emailed - 2020	Completed					
Common Threads Farm	Laura Plaut	Fred Berman		Fred Berman							
Neighborhood Associations - Bellingham											
Whatcom Falls Community Association	Stephen Dillon, President	Larry Davis	B Reed	Larry Davis	Emailed 04.23.22	Waiting for response					
Alabama Hill Neighborhood Association	Dean Haskins, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
Barkley Neighborhood Association	Bob Putich, President	Fred Berman	B Reed	Fred Berman	Emailed 04.22.22	Waiting for response					
Birchwood Neighborhood Association	Kelly Morgan, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
City Center Neighborhood Association	Elie Samuel, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
Lettered Streets Neighborhood Association	Kathryn Rismondo, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
Roosevelt Neighborhood Association	David Dopps, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
Sehome Neighborhood Association	Robin Thomas, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					

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York Neighborhood Association	Tom Scott, President	Larry Davis	B Reed	Larry Davis	Emailed 04.23.22	Completed.	VM for President (Colin Beazley), coordinating to provide a WCD presentation on 5/25/2022				
Columbia Neighborhood Association	Deb Valentine, President	Larry Davis/Valeri Wade	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
Cornwall Neighborhood Association	Yarrow Greer, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
Edgemoor Neighborhood Association	Barbara Ryan, MNAC Rep.	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
Fairhaven Neighborhood Association	Brooks Anderson, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
King Mountain Neighborhood Association	Callum McSherry, President	Larry Davis	B Reed	Larry Davis	Emailed 2020	Completed	Emailed 04.22.22	Waiting for response			
Puget Neighborhood Association	Kevin Jenkins, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
Samish Neighborhood Association	Steve Abell, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
Silver Beach Neighborhood Association	Kurt Gazow, MNAC Rep.	Larry Davis	B Reed	Larry Davis	Emailed 04.25.22	Waiting for response					
South Neighborhood Association	Monica Cassidy, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
Sunnyland Neighborhood Association	Erica Charbonneau, President	Larry Davis	B Reed	Larry Davis	Emailed 04.23.22	Waiting for response					
South Hill Neighborhood Association	Scott Jones, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Waiting for response					
South Fork Valley Community Association	Jeff Margolis, President	Larry Davis	B Reed	Larry Davis	Emailed 04.27.22	Completed 2020; Waiting for response					
Cordata Neighborhood Association	Kate McDonald, President	Larry Davis	B Reed	Larry Davis	Emailed 04.22.22	Completed 2020; Waiting for response					
Meridian Neighborhood Association	No contacts listed										
Irongate Neighborhood Association	No contacts listed										
Happy Valley Neighborhood Association	Alex McLean, President	Larry Davis/Valeri Wade	B Reed	Larry Davis	Emailed 04.22.22						
Mayor's Neighborhood Advisory Commission (Bellingham)	Shelley Hale, Staff	Larry Davis/Valeri Wade		Larry Davis	Emailed 5/9/2022.	Completed	President Hale, repsonded; forwarded Larry's email to Janice/Jennifer about adding WCD presentation to agenda				
NON PROFITS - Professional											
Whatcom Women in Business			B Reed								
WC Assoc. of Realtors		Suzzi Snydar	B Reed	Suzzi Snydar	Phone - SSnydar; Follow-up B.Reed. Offered presentation to Association. Awaiting reply.						
NON PROFITS - Environmental											
Lummi Island Heritage Trust	Susan Hutton-exec dir	Valeri Wade	A. Sweeney	Valeri Wade							
Nooksack Salmon Enhancement Assoc.	Rachel Vasak	Larry Davis/Valeri Wade	A. Sweeney	Larry Davis	Emailed 04.20.22	NSEA ED forwarded to the full NSEA Board; NSEA Board requests presentation.	R. Vasek invited WCD to present to NSEA Board in July. Larry D has volunteered present.	Completed (7/26) - Larry			
ReSources	Janet Marino-operations/finance director	Valeri Wade	A. Sweeney	Valeri Wade	In person 5-11-22	Left card. Said they'd put the word out on their internal network					
Sustainable Connections *Cloud Mountain Farm Center	Derek Long/Elizabeth Hayes	Valeri Wade	B. Reed / A. Sweeney	Valeri Wade							
Whatcom Land Trust	Gabe Epperson	Valeri Wade/Fred Berman	B. Reed / F. Corey	Valeri Wade/Fred Berman							
North Cascades Audubon Society	Steven Harper-prez Valeri Wade	B. Reed / F. Corey		Valeri Wade	emailed(Val)	rec'd response	emailed with suggestions(Val)	request for discussion of presentation			
POLITICAL ORGs											
Whatcom Democrats		Heather Christianson	B. Reed	Heather Christianson	posted to facebook						
42nd Legislative District Democrats		Heather Christianson	B. Reed	Heather Christianson	posted to discussion board						
Democratic Women of Whatcom		Heather Christianson	B. Reed	Heather Christianson							
Whatcom Republicans		Suzzi Snydar	B. Reed	Suzzi Snydar							
GOVERNMENT, LOCAL											
Whatcom County											
Council											
District 1	Kaylee Galloway	Heather Christianson	B. Reed/A. Sweeney	Heather Christianson			emailed - HC	Next step - follow up after public hearings			
District 2	Todd Donovan	Heather Christianson	B. Reed	Heather Christianson			emailed - HC	Next step - follow up after public hearings			
District 3	Tyler Byrd	Suzzi Snydar	B. Reed	Suzzi Snydar			emailed - HC	Next step - follow up after public hearings			
District 4	Kathy Kershner	Larry Davis	B. Reed	Larry Davis	Emailed 04.22.22	Waiting for response	Follow-up call with staff, requested a call back from Kathy	Next step - follow up after public hearings	emailed - HC		
District 5	Ben Elenbaas	Suzzi Snydar	B. Reed/A. Sweeney	Suzzi Snydar	Phone - SSnydar; Follow-up B.Reed. Discussed COA exemption, discussed stable funding needs. Agreed to provide follow-up documentation (RCW/Survey links). Offered Chair/Vice Chair follow-up meeting	Completed - Initial outreach (Suzzi/Brandy)	emailed - HC	Next step - follow up after public hearings	emailed - HC		
At-large, Position A	Barry Buchanan	Heather Christianson	B. Reed	Heather Christianson			emailed - HC	Next step - follow up after public hearings			
At-large, Position b	Carol Frazy	Heather Christianson	B. Reed	Heather Christianson	emailed - HC	Completed. Meeting scheduled (7/20)	Meeting - HC/BR	7/14 - working to schedule time to meet	Completed. Share follow-up collateral.		
Water Resources Committee	Gary Stoyka		B. Reed		Phone						
Natural Resources Committee			B. Reed								
Executive		Heather Christianson	B. Reed/A. Sweeney	Heather Christianson	Phone		emailed - HC				
Citizen Advisory Committees											
Ag Advisory Committee	Joshua Fleischmann	Alan Chapman	B. Reed	Alan Chapman	Email Announcement	Completed					
Marine Resource Committee		Alan Chapman	B. Reed/A. Sweeney	Alan Chapman							
WRIA 1 Planning Unit	Becky Peterson	Alan Chapman	B. Reed	Alan Chapman	Phone						
Small Cities Caucus			B. Reed								

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Environmental Caucus		Alan Chapman	B. Reed	Alan Chapman		Completed					
Drayton Harbor Shellfish Advisory Committee		Alan Chapman	A. Sweeney/B.Reed	Alan Chapman	Public Comment, 4/28, 3:00-5:00PM	Completed					
Portage Bay Shellfish Advisory Committee		Alan Chapman	A. Sweeney/B.Reed	Alan Chapman	Public Comment, 4/28, 3:00-5:00PM	Completed					
WRIA 1											
WRIA 1 Management Team	Becky Peterson	Alan Chapman	B. Reed / A. Sweeney	Alan Chapman							
WRIA Management Board	Becky Peterson	Alan Chapman	B. Reed / A. Sweeney	Alan Chapman	Emailed Coordinator	Completed (Brandy)	Public Comment (4/28) about the long range plan and seurvey. The link was provided	Completed (Alan)			
WRIA 1 Planning Unit	Becky Peterson	Alan Chapman	B. Reed / A. Sweeney	Alan Chapman	Emailed Coordinator	Completed (Brandy)	Presented (4/27) to caucus attendees offered to have a presentation on CD services/programs. Link to Survey shared.	Completed (Alan)			
Bellingham											
Mayor	Seth Fleetwood	Heather Christianson	B. Reed / A. Sweeney	Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Council	see below	Heather Christianson	B. Reed / A. Sweeney	Heather Christianson	Written Public Comment (On behalf of the Whatcom Conservation District Board of Supervisors, we invite Bellingham Councilmembers and constituents to complete a short survey to help shape the future conservation priorities of the Whatcom Conservation District (WCD). Link to survey - https://www.surveymonkey.com/r/RVNTT6Z . Link to WCD information - https://www.whatcomcd.org/long-range-plan . WCD Board and staff are available to meet one-on-one with Councilmembers and the Mayor as well as present on current WCD programs and services. Kind Regards, Brandy Reed, District Manager.)	Completed (Brandy)					
First Ward	Hannah Stone	Heather Christianson	B. Reed / A. Sweeney	Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Second Ward	Hollie Huthman	Heather Christianson	B. Reed / A. Sweeney	Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Third Ward	Daniel Hammil	Heather Christianson	B. Reed / A. Sweeney	Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Fourth Ward	Edwin H. "Skip" Williams	Heather Christianson	B. Reed / A. Sweeney	Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Fifth Ward	Lisa Anderson	Heather Christianson	B. Reed / A. Sweeney	Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Sixth Ward	Michael Lilliquist	Heather Christianson	B. Reed / A. Sweeney	Heather Christianson	emailed - HC	Next step - follow up after public hearings					
At Large	Kristina Michele Martens	Heather Christianson	B. Reed / A. Sweeney	Heather Christianson	emailed - HC						
Blaine											
Mayor	Mary Lou Steward	Larry Davis	B. Reed	Larry Davis	Emailed 04.28.22	Waiting for response					
Council		Larry Davis	B. Reed	Larry Davis							
Ward 1 - Position 1 and Mayor Pro Tem	Richard May	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Ward 1 - Position 2	Kerena Higgins	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Ward 2 - Position 3	Garth Baldwin	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Ward 2 - Position 4	Rhyan Lopez	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Ward 3 - Position 5	Mary Lou Steward	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Ward 3 - Position 6	Eric Davidson	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
At-Large - Position 7	Mike Hill	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Everson											
Mayor		Suzzi Snydar	B. Reed	Suzzi Snydar	Emailed 2020	Waiting for response	S.Snydar emailed 6/24/2022. Next Steps – Consider sending follow-up email by 6/6 to notify about public hearings, and another email late July to notify about System of R&C and offer to meet to discuss.	Completed - Initial (2022)			
	John Perry	Heather Christianson		Heather Christianson	mayor@ci.everson.wa.us	emailed - HC	Next step - follow up after public hearings				

APPENDIX D

WHATCOM CONSERVATION DISTRICT
One-on-One Stakeholder Engagement Record

STAKEHOLDER		WCD TEAM			CONTACT RECORD						
Stakeholder	Point of Contract	Board Member/Assoc Svsr	Staff Member	Contact Lead	Method - Contact No 1	Status - Contact No 1	Method - Contact No 2	Status - Contact No 2	Method - Contact No 3	Status - Contact No 3	Recommended follow-up
Council		Suzzi Snydar	B. Reed	Suzzi Snydar	S.Snydar emailed 6/24/2022. Next Steps – Consider sending follow-up email by 6/6 to notify about public hearings, and another email late July to notify about System of R&C and offer to meet to discuss.	Completed - Initial					
Council Position No. 1	Trevon Myhre	Heather Christianson		Heather Christianson	tmyhre@ci.everson.wa.us	emailed - HC	Next step - follow up after public hearings				
Council Position No. 2	Jennifer Lautenbach	Heather Christianson		Heather Christianson	jlautenbach@ci.everson.wa.us	emailed - HC	Next step - follow up after public hearings				
Council Position No. 3	Matthew Goering	Heather Christianson		Heather Christianson	mgoering@ci.everson.wa.us	emailed - HC	Next step - follow up after public hearings				
Council Position No. 4	John Hammond	Heather Christianson		Heather Christianson	jhammond@ci.everson.wa.us	emailed - HC	Next step - follow up after public hearings				
Council Position No. 5	Ashley Brown	Heather Christianson		Heather Christianson	abrown@ci.everson.wa.us	emailed - HC	Next step - follow up after public hearings				
Ferndale											
Mayor	Greg Hansen	Heather Christianson	B. Reed	Heather Christianson	Larry Davis Emailed 04. 28.22	Waiting for response	HC emailed 7-5-2022	Next step - follow up after public hearings			
Council		Heather Christianson	B. Reed	Heather Christianson	Larry Davis - Emailed 2020	In progress					
Position 1	Herb Porter	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Position 2	Ali Hawkinson	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Position 3	Erin Gunter	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Position 4	Paul Shuey	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Position 5	Ryan O'Larey	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Position 6	Robert Pinkley	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Position 7	Jon Mutchler	Heather Christianson		Heather Christianson	emailed - HC	Next step - follow up after public hearings					
Lynden											
Mayor		Suzzi Snydar	B. Reed/A. Sweeney	Suzzi Snydar	Emailed 2020	Waiting for response	S.Snydar emailed 6/24/2022. Next Steps – Consider sending follow-up email by 6/6 to notify about public hearings, and another email late July to notify about System of R&C and offer to meet to discuss.	Completed - Initial (2022)			
	Scott Korthuis	Heather Christianson		Heather Christianson	korthuiss@lyndenwa.org	emailed - HC	Next step - follow up after public hearings				
Council		Suzzi Snydar	B. Reed/A. Sweeney	Suzzi Snydar	S.Snydar emailed 6/24/2022. Next Steps – Consider sending follow-up email by 6/6 to notify about public hearings, and another email late July to notify about System of R&C and offer to meet to discuss.	Completed - Initial (2022)					
Position No. 1	Gary Bode (Mayor Pro Tem)	Heather Christianson		Heather Christianson	Email correspondence councilmember at CityHall@lyndenwa.org	HC emailed	Next step - follow up after public hearings				
Position No. 2	Ron DeValois	Heather Christianson		Heather Christianson	Email correspondence	HC emailed					
Position No. 3	Gerald Kuiken	Heather Christianson		Heather Christianson	Email correspondence	HC emailed					
Position No. 4	Brent Lenssen	Heather Christianson		Heather Christianson	Email correspondence	HC emailed					
Position No. 5	Nick Laninga	Heather Christianson		Heather Christianson	Email correspondence	HC emailed					
Position No. 6	Kyle Strengholt	Heather Christianson		Heather Christianson	Email correspondence	HC emailed					
Position No. 7	Mark Wohlrab	Heather Christianson		Heather Christianson	Email correspondence	HC emailed					
Nooksack											
Mayor		Suzzi Snydar	B. Reed	Suzzi Snydar							
	Kevin Hester	Heather Christianson		Heather Christianson	kevin@cityofnooksack.com	HC emailed	Next step - follow up after public hearings				
Council		Suzzi Snydar	B. Reed	Suzzi Snydar	Emailed 2020	In progress					
	Steve Neyens (2022-2025)	Heather Christianson		Heather Christianson	citycouncil@cityofnooksack.com	HC emailed	Next step - follow up after public hearings				
	Randy Relethford (2022-2025)	Heather Christianson		Heather Christianson	citycouncil@cityofnooksack.com	HC emailed	Next step - follow up after public hearings				
	Collin Hester (2022-2025)	Heather Christianson		Heather Christianson	citycouncil@cityofnooksack.com	HC emailed	Next step - follow up after public hearings				
	Ryan Steward (2021-2023)	Heather Christianson		Heather Christianson	citycouncil@cityofnooksack.com	HC emailed	Next step - follow up after public hearings				
	Marshall Judy (2021-2023)	Heather Christianson		Heather Christianson	citycouncil@cityofnooksack.com	HC emailed	Next step - follow up after public hearings				

APPENDIX D

WHATCOM CONSERVATION DISTRICT
One-on-One Stakeholder Engagement Record

STAKEHOLDER		WCD TEAM			CONTACT RECORD						
Stakeholder	**Point of Contract**	**Board Member/Assoc Svsr**	**Staff Member**	**Contact Lead**	**Method - Contact No 1**	**Status - Contact No 1**	**Method - Contact No 2**	**Status - Contact No 2**	**Method - Contact No 3**	**Status - Contact No 3**	**Recommended follow-up**
Sumas											
Mayor		Suzzi Snydar	B. Reed	Suzzi Snydar	S.Snydar emailed 6/24/2022. Next Steps – Consider sending follow-up email by 6/6 to notify about public hearings, and another email late July to notify about System of R&C and offer to meet to discuss.	Completed - Initial (2022)					
	Honorable Bruce Bosch	Heather Christianson		Heather Christianson	bbosch@cityofsumas.com	HC emailed	Next step - follow up after public hearings				
Council		Suzzi Snydar	B. Reed	Suzzi Snydar	Emailed 2020	Completed	S.Snydar emailed 6/24/2022. Next Steps – Consider sending follow-up email by 6/6 to notify about public hearings, and another email late July to notify about System of R&C and offer to meet to discuss.	Completed - Initial (2022)			
	Rich Postma	Heather Christianson		Heather Christianson	rpostma@cityofsumas.com	HC emailed	Next step - follow up after public hearings				
	Deborah Morgan	Heather Christianson		Heather Christianson	DMorgan@cityofsumas.com	HC emailed	Next step - follow up after public hearings				
	Josh Clawson	Heather Christianson		Heather Christianson	jclawson@cityofsumas.com	HC emailed	Next step - follow up after public hearings				
	Jesse Clawson	Heather Christianson		Heather Christianson	JAClawson@cityofsumas.com	HC emailed	Next step - follow up after public hearings				
	Todd Daniels	Heather Christianson		Heather Christianson	tdaniels@cityofsumas.com	HC emailed	Next step - follow up after public hearings				
Watershed Improvement Districts											
Ag Water Board		Alan Chapman	B. Reed / F. Corey	Alan Chapman	Emailed 2020	In progress	Emailed invitation to ED	Completed (Brandy)			
Drayton		Alan Chapman	B. Reed / F. Corey	Alan Chapman	Emailed 2020	Completed	Presentation (4/19) with run through of process and survey				
North Lynden		Alan Chapman	B. Reed / F. Corey	Alan Chapman	Emailed 2020	Completed	Presentation (4/19) with run through of process and survey				
South Lynden		Alan Chapman	B. Reed / F. Corey	Alan Chapman	Emailed 2020	Completed					
Sumas		Alan Chapman	B. Reed / F. Corey	Alan Chapman	Emailed 2020	Completed	Presentation (4/12) with run through of process and survey				
Bertrand		Alan Chapman	B. Reed / F. Corey	Alan Chapman	Emailed 2020	Completed	Presentation (4/11/22) with run through of process and survey				
Laurel		Alan Chapman	B. Reed / F. Corey	Alan Chapman	Emailed 2020	Completed	Presentation (4/11/22) with run through of process and survey				
GOVERNMENT, STATE											
WA State Legislature											
Senate											
District 40	Senator Liz Lovelett	Heather Christianson	B. Reed	Heather Christianson	Liz.Lovelett@leg.wa.gov	HC emailed	Next step - follow up after public hearings				Include next biennium legislation and budget msgs
District 42	Senator Simon Sefzik	Heather Christianson	B. Reed	Heather Christianson	Simon.Sefzik@leg.wa.gov	HC emailed	7/14 Update - Sandy Ruff responded - Senator Sefzik would like to meet, but not available until Fall - Sandy will reach out closer to Fall to schedule				Include next biennium legislation and budget msgs
House											
District 40	Representative Debra Lekanoff	Heather Christianson	B. Reed	Heather Christianson	Snail mailed letter on 04.20.22	Waiting for response, will fo	debra@debralekanoff.com	HC emailed	Next step - follow up after public hearings		Include next biennium legislation and budget msgs
District 40	Representative Alex Ramel	Heather Christianson	B. Reed	Heather Christianson	alex.ramel@leg.wa.gov	HC emailed	Next step - follow up after public hearings				Include next biennium legislation and budget msgs
District 42	Representative Alicia Rule	Heather Christianson	B. Reed	Heather Christianson	alicia.rule@leg.wa.gov	HC emailed	Next step - follow up after public hearings				Include next biennium legislation and budget msgs
District 42	Representative Sharon Shewmake	Heather Christianson	B. Reed/A. Sweeney	Heather Christianson	sharon.shewmake@leg.wa.gov	HC emailed	Next step - follow up after public hearings				Include next biennium legislation and budget msgs
Governor's Office											
NW WA Regional Representative	Joe Timmons	Heather Christianson	B. Reed	Heather Christianson	joe.timmons@gov.wa.gov	HC emailed	Next step - follow up after public hearings				
State Agencies											
WA DNR	Hillary Franz	Valeri Wade	B. Reed	Valeri Wade							
GOVERNMENT, FEDERAL											
NRCS	Alex Hall		B Reed / C. Cheever								
FSA			B. Reed / F. Corey								
TRIBES											
Lummi Nation	Lawrence	Alan Chapman	B. Reed / C. Cheever	Alan Chapman	Letter + Info	In progress					
Nooksack Tribe of Indians		Alan Chapman	B. Reed / A. Sweeney	Alan Chapman	Letter + Info	In progress					
INDIVIDUALS											
Eric Hirst		Valeri Wade	B. Reed / A. Sweeney		Email, invitation to ED	Completed (Brandy)					

APPENDIX D

WHATCOM CONSERVATION DISTRICT
One-on-One Stakeholder Engagement Record

STAKEHOLDER		WCD TEAM			CONTACT RECORD						
Stakeholder	Point of Contract	Board Member/Assoc Svsr	Staff Member	Contact Lead	Method - Contact No 1	Status - Contact No 1	Method - Contact No 2	Status - Contact No 2	Method - Contact No 3	Status - Contact No 3	Recommended follow-up
INTEREST GROUPS											
Whatcom County Commercial Fishermen's Association		Alan Chapman		Alan Chapman	Presented (4/30) on LRP & survey (All current candidates for office were present, spoke briefly with Sefsik, Shoemake, Rule , Elenbaas, also with Elli Kinley and Lisa Wilson from Lummi)	Completed (Alan)					
Blessing of the Fleet and Remembrance		Alan Chapman		Alan Chapman	(5/1) Discussions with Elenbaas and Wilson on issues	Completed (Alan)					
Neighborhood Associations - Census-designated Places											
Acme											
Birch Bay											
Custer											
Deming											
Geneva											
Glacier											
Kendall											
Maple Falls											
Peaceful Valley											
Point Roberts	Jill Nixon (WC Staff Lead)										
Sudden Valley											
Neighborhood Associations - Unincorporated Communities											
Blue Canyon											
Chuckanut											
Clearbrook											
Clipper											
Dewey											
Diablo											
Laurel											
Lummi Island											
Lummi Island Public Dock Advisory Committee		Valeri Wade				Invited to Discuss Associated env impacts	5-26-22 emailed info on grants for lg boat docks from RCO				
Newhalem											
Saxon											
Van Buren											
Wahl											

APPENDIX D

WHATCOM CONSERVATION DISTRICT
Public Hearing Noticing and Advertising Record

Location	City Hall Date	City Hall Address	Library Date	Library Address	Post Office Date	Post Office Address	Other (specify) Date	Other (specify) Address	Other (specify) Date	Other (specify) Address	Other (specify) Date	Other (specify) Address
Incorporated Areas												
Bellingham	6/29/2022	210 Lottie St, Bellingham, WA 98225	6/29/2022	(Central) 210 Central Ave, Bellingham, WA 98225		Prospect, Magnolia and Orleans POs - NA	12:00:00 AM	Fairhaven library branch, 1117 12th St, Bellingham, WA 98225				
Blaine	6/29/2022	435 Martin St, Blaine, WA 98230	6/23/2022	610 3rd St, Blaine, WA 98230	6/23/2022	701 Harrison Ave, Blaine, WA 98230, In break room						
Everson	6/29/2022	111 W Main St, Everson, WA 98247	6/23/2022	104 Kirsch Drive, Everson, WA 98247	6/23/2022	108 Blair Dr, Everson, WA 98247						
Ferndale	6/23/2022	2095 Main St, Ferndale, WA 98248	6/29/2022	2125 Main St, Ferndale, WA 98248	6/23/2022	5703 4th Ave, Ferndale, WA 98248, waiting on photo						
Lynden	6/23/2022	300 4th St, Lynden, WA, 98264	6/23/2022	216 4th St, Lynden, WA 98264		NA	6/29/2022	Whatcom Conservation District, 6975 Hannegan Road, Lynden, WA 98264	6/29/2022	Rusty Wagon, 6937 Hannegan Road, Lynden, WA 98264		
Nooksack	6/23/2022	103 W Madison St, Nooksack, WA 98276	6/23/2022	104 Kirsch Drive, Everson, WA 98247	6/23/2022	108 Blair Dr, Everson, WA 98247						
Sumas	6/29/2022	433 Cherry St, Sumas, WA 98295		NA		NA						
Unincorporated Areas												
Deming		NA	6/23/2022	5044 Mt Baker Hwy, Deming, WA 98244	6/23/2022	5014 Deming Rd, Deming, WA 98244	6/29/2022	Nugents Corner Market, 3705 Mt Baker Hwy, Everson, WA 98247				
Acme					6/23/2022	2026 Valley Hwy, Acme, WA 98220						
Glacier		NA		NA	6/23/2022	9973 Mt Baker Hwy, Deming, WA 98244						
Kendall		NA	6/29/2022	7506 Kendall Rd, Maple Falls, WA 98266		NA	6/23/2022	East Whatcom Regional Resource Center 8251 Kendall Rd, Maple Falls, WA 98266				
Maple Falls		NA		NA	6/23/2022	7392 Mt Baker Hwy, Maple Falls, WA 98266						
Van Zandt		NA		NA		NA	6/23/2022	Van Zandt Community Hall 4106 Valley Hwy., Deming, WA 98244				
Lummi Island		NA	6/29/2022	2144 S Nugent Rd, Lummi Island, WA 98262		NA	6/29/2022	"The Islander" market, 106 S Nugent Rd, Lummi Island, WA 98262				

Advertising Record Location	Date No 1	Date No 2	NOTE
Legal Notice			
Bellingham Herald	6/24/2022	7/1/2022	
Lynden Tribune	6/29/2022		
Norther Light	6/30/2022		
Other (specify)			
WCD Web Page	6/22/2022		https://www.whatcomcd.org/post/whatcom-conservation-
WCD E-news	6/30/2022		https://us13.campaign-
WCD Social Media			
SM - Facebook	6/23/2022		https://www.facebook.com/profile/100064584886671/search/?
SM - Instagram			
Press Release			
Bellingham Herald			
Lynden Tribune			



Exhibit B

2022 Rates and Charges Report

Whatcom Conservation District

RATES AND CHARGES REPORT

FINAL REPORT
2022

Washington
7525 166th Avenue NE, Ste. D215
Redmond, WA 98052
425.867.1802

Oregon
5335 Meadows Road, Ste 330
Lake Oswego, OR 97035
503.841.6543

Colorado
1320 Pearl St, Ste 120
Boulder, CO 80302
719.284.9168

www.fcsgroup.com

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FCS GROUP
Solutions-Oriented Consulting

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Appendix A: Technical Analysis

Appendix B: Board Presentation Packet

Section I. INTRODUCTION

Revised Code of Washington (RCW) 89.08.405 authorizes conservation districts to impose rates and charges as an alternative to the previous and continuing assessment approach. A rate is a charge intended to recover the cost of public programs based on services received or negative impacts customers impose. In a "rate construct", the relationship between the amount charged and the services received and/or impacts imposed may be indirect. Further, the rate may show consideration for "services furnished, to be furnished, or available to the landowner" or "benefits received, to be received, or available to the property" in addition to other factors. In 2015, RCW 89.08.405 (3)(a) was revised and now states:

> "The system of rates and charges may include an annual per acre amount, an annual per parcel amount, or an annual per parcel amount plus an annual per acre amount. If included in the system of rates and charges, the maximum annual per acre rate or charge shall not exceed ten cents per acre. The maximum annual per parcel rate shall not exceed five dollars, except that for counties with a population of over four hundred eighty thousand persons, the maximum annual per parcel rate shall not exceed ten dollars, and for counties with a population of over one million five hundred thousand persons, the maximum annual per parcel rate shall not exceed fifteen dollars."

Previously, the cap on the conservation districts' per parcel rate was five dollars for any county under one million five hundred thousand persons. With the 2015 revision, any county with over four hundred eighty thousand persons now has a per parcel cap of ten dollars and any county over one million five hundred thousand persons has a cap of fifteen dollars. The ten cent per acre cap remains the same for all counties in the most current revision. The United States Census website estimates the Whatcom County population as 226,847 persons as of 2020, below the four hundred eighty thousand person threshold. In consideration of the 2015 revision stated above, Whatcom Conservation District must abide by the five dollar per parcel cap.

The timber and forest land provision also remains the same, stating that forest lands used solely for the planting, growing, or harvesting of trees may be subject to rates/special assessments if such lands are served by the activities of the conservation districts. However, the per acre rate/assessment shall not exceed one-tenth of the weighted average per acre rate or charge/assessment on all other lands, and in lieu of a per parcel charge, a charge of up to three dollars per forest landowner may be imposed on each owner whose forest lands are subject to a per acre rate/assessment.

To approve the rates and charges, RCW 89.08.405 references RCW 89.08.400, which states that "(t)he supervisors of a conservation district shall hold a public hearing on a proposed system of assessments…shall gather information and shall alter the proposed system of assessments when appropriate."

The following section summarizes the rate analysis that has been developed for Whatcom Conservation District. The goal of the analysis is to develop a rate structure and supporting rate that equitably recovers natural resource program costs within the constraints defined by RCW 89.08.405.

One important result of the general approach is the recommendation that all costs be recovered in a per parcel, rather than per acre, rate. The District recognizes the relationship between the size of a parcel and benefits/services provided for some program activities but determined a per acre charge may result in miscalculations and confusion among ratepayers and therefore is not appropriate at this time.

Section II. RATE ANALYSIS

FCS GROUP and Whatcom Conservation District (WCD) staff have worked together to create a rate structure and supporting analysis that features distinct rates by land use, based on the benefits and services received from each District program. Each District service and associated cost is subject to a three-step allocation process to establish unit costs – the building blocks of rate development. Each service cost is first allocated between direct and indirect service/benefit provided. Next, per acre and per parcel cost recovery is determined for each service expense. Cost recovery is then finally allocated among customer classes based on the comparative amount of service/benefit enjoyed by each customer class from the service. The technical analysis in its entirety is provided in Appendix A.

GENERAL APPROACH

In order to facilitate application of the rate approach WCD staff split services into six areas of resource management priority: Water Quality, Aquatic Habitat, Upland Habitat, Water Quantity, Working Lands Conservation and Climate Resiliency and Preparedness. All of these natural resource priorities include multiple services that aid in the development of the overall program. These services and the benefits they provide are further defined below:

Figure 1. Whatcom CD Services

Water Quality (Including Stormwater Quality)

The Goals of the District's water quality improvement programs and services are to increase awareness of impacts to water quality, provide education and technical support on implementing practices to sustain water quality, contribute to the upgrade of shellfish harvest areas, reduce nitrogen pollution in surface and groundwater, and reduce phosphorous in Lake Whatcom.

The following are examples of District water quality improvement programs and services:

- **Farm Conservation Planning –** *Assist commercial and noncommercial livestock and crop farms with managing their operations for productivity and environmental quality by planning and implementing practices that improve soil health and prevent erosion, reduce pollutants such as pathogens and nutrients in runoff, and protect critical areas.*
- **Lake Whatcom Watershed Residential Water Quality Program –** *Support Whatcom County and the City of Bellingham on addressing phosphorous induced harmful algal blooms by converting residential lawns to native plant landscaping.*
- **Municipal NPDES Monitoring and Public Engagement Services –** *Implement NPDES permit public engagement requirements for in the City of Lynden and unincorporated Whatcom County through targeted-behavior change programs and the collection and interpretation water quality data.*
- **Agriculture Research and Effectiveness Monitoring –** *Coordinate with land managers and regional partners on monitoring the effectiveness of agriculture best management practices, coordinate and interpret water quality data in partnership with Whatcom County's Pollution Identification and Correction (PIC) program, evaluate the sources and extent of pollutants such as nitrogen, E.coli, and suspended solids, and administer the Whatcom County manure spreading advisory system.*

Aquatic and Upland Habitat

The Goals of the District's Fish and Wildlife Habitat Enhancement programs and services are to foster community support for fish and wildlife habitat improvement, and promote landowner participation in improving riparian corridors and removing fish passage barriers.

The following are examples of current District fish and wildlife habitat enhancement programs and services.

- **Conservation Reserve Enhancement Program –** *Coordinate with state and federal partners and farmers to implement an agriculture land rental program to establish buffers of native trees and shrubs along fish bearing streams and rivers.*
- **Regional Conservation Partnership Program –** *Coordinate with state and federal partners and landowners/occupiers to remove fish impassible culverts and crossings on driveways and farm and forest roads.*
- **Native Plant Sale & Residential Habitat Enhancement Projects –** *Plan and facilitate an annual native tree, shrub, and groundcover sale to support residential and landowner implemented habitat stewardship and backyard conservation projects.*
- **Residential and Working Lands Riparian Enhancement** *– New this year is a proof of concept initiative in partnership with the WSCC to promote and implement salmon recovery practices through the voluntary stewardship model championed by conservation districts. The focus of this work will be on establishment of new riparian buffers at the reach scale.*

Water Quantity (Including Stormwater Quantity)

The Goals of the District's water conservation and water quantity management programs and services are to increase awareness of water quantity improvement initiatives, provide education and technical support on practices to improve water-use efficiency, lead county-wide domestic water conservation program, and integrate irrigation efficiency practices into agriculture operations.

The following are examples of current District water conservation and water quantity management programs and services.

- **Agriculture Water-use Efficiency –** *Develop and disseminate on-line and direct marketing content on water efficiencies for agricultural water users, provide technical support on implementing irrigation efficiency practices, conduct research on drainage system and sub-surface groundwater management approaches that maintain crop productivity, and improve and advance AgWeatherNet-associated data collection and accessibility to inform sound irrigation decisions.*
- **Domestic Water-use Efficiency –** *Develop and administer the Whatcom Water Alliance domestic water-use efficiency rebate program, develop and monitor water usage and savings rates among WWA members, develop and deliver school-based water-use efficiency curricula and deliver to K-12 school in local school districts***.**
- **Flood Control and Agricultural Drainage Projects –** *Support Whatcom County flood control projects by designing and implementing flood mitigation plans, and support local Watershed Improvement Districts with planning and permitting drainage maintenance projects.*

Working Lands Conservation

The Goals of the District's working lands conservation efforts are to increase appreciation of and community support for the conservation of working lands, promote and increase awareness natural resource-based industries and associated sustainability approaches, highlight leaders in the farming, ranching, and forest management communities through local and regional media and communications, and collaborate with local and regional leaders on enhancing the land-management-toolbox by advancing the voluntary stewardship model.

The following are examples of current District working lands conservation programs and services.

- **Farm and Forestland Conservation –** *Monitor and contribute to local agriculture conservation policy at the Agriculture Advisory Committee and Whatcom Conservation Easement Oversight Committee, support proposed agriculture and forestland easement purchases in partnership with the Whatcom Land Trust and the Whatcom County Conservation Easement Program, and prepare conservation plans and support landowner implementation of planned practices in association with easement programs.*
- **Promote Local Agriculture Industries Promotion and Engagement –** *Write and publish Landowner Spotlights to promote awareness of local agriculture by highlighting working lands landowner who are leaders in natural resource management on private lands, and promote local farming, ranching, and forestry industries through farm tours and other sponsored engagement activities such as the Farm Expo.*

Climate Resiliency and Preparedness

The Goals of the District's climate resiliency programs and services are to build community support for climate resiliency and preparedness initiatives through education and outreach, reduce wildfire-related risk and harm to people and property, and improve residential and working lands carbon capture capacity.

The following are examples of current District climate resiliency programs and services.

- **Wildfire Risk Reduction Program – Promote and engage residents through Wildfire Awareness Month activities, conduct home wildfire risk assessments and prepare associated fire preparedness plans, especially in areas of moderate to high wildfire risk, support community enrollment in Firewise USA, and plan and implement fuel-reduction projects.**
- **Carbon Capture Capacity Development – Promote the carbon storage benefit of healthy trees, coordinate with Whatcom Million Trees project to increase new tree planning and promote tree retention throughout Whatcom County.**
- **Sustainable Farms and Fields (Climate Smart Practices) – New this year is a proof of concept initiative in partnership with the WSCC to promote and implement climate smart, carbon sequestering soil health and conservation practices.**

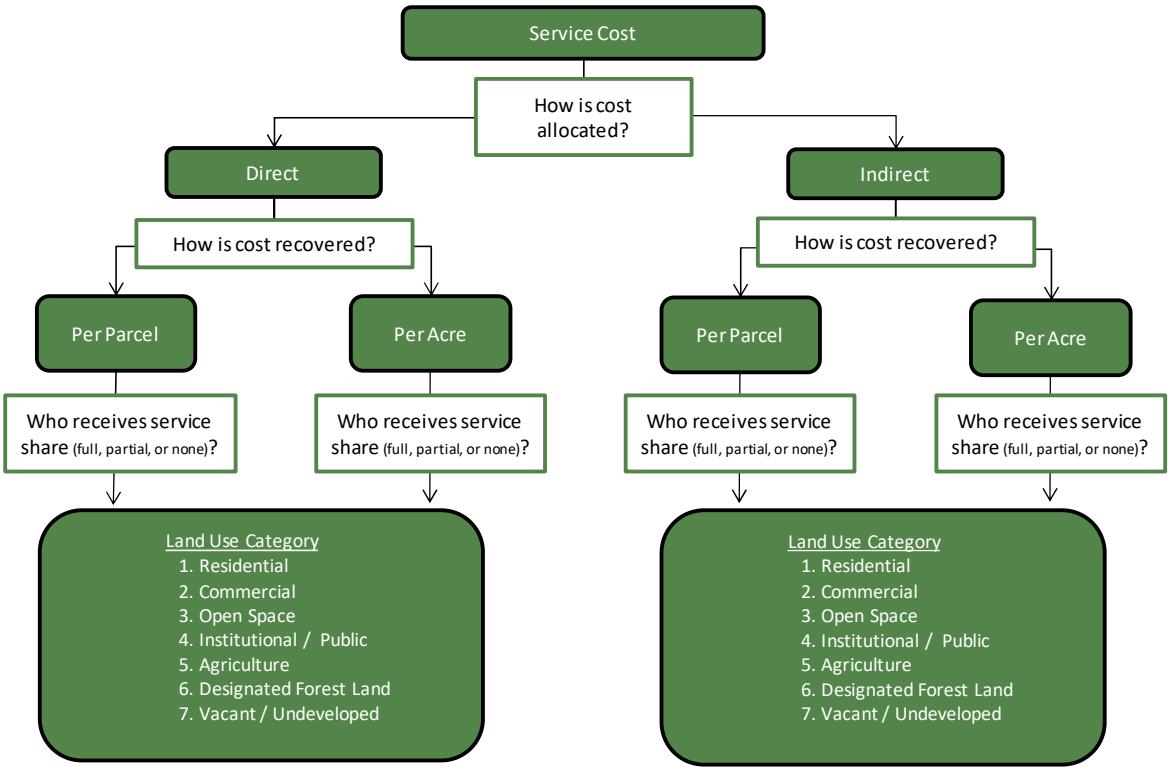
Using the collective expertise and judgment of WCD staff and the consultant team, each service cost was allocated between direct and indirect benefits provided. These decisions were reached after much discussion and based on the specific benefits each service provides. Most services provided by the District are of indirect benefit as the entire county's population benefits when there is clean water, healthy soils, clean air, rich biodiversity, a strong agricultural economy and improved food access for all. Service costs assigned to direct benefit represent unique services that specifically target a subset of the customer base.

Cost recovery for both the indirect and direct services can be achieved through either the per parcel or per acre charge. In determining this, each service is evaluated to determine whether the benefits received scale with the size of the property. If benefits increase with the size of the parcel, cost recovery may be reached through the per acre charge. If benefits remain the same regardless of the size of the parcel, cost recovery would then be achieved through the per parcel rate. The District determined that a per acre charge was not appropriate for use at the current time.

The direct and indirect benefit costs of each service are then allocated to each land use category. Each customer class is evaluated for the level of benefit/service received: no benefit, partial benefit compared to other classes, or full proportional benefit received.

The chart below shows how these steps were followed for each service.

Figure 2. Allocation Process



The allocations for each service between direct and indirect benefits were informed by the Earth Economics Report *Special Benefit from Ecosystem Services: Economic Assessment of the King Conservation District*[1] which states that "approximately 1% of the total value provided by ecosystems is excludable benefit to the landowner." The report also explains that "over 98% of the total economic value provided by healthy ecosystems is in the form of non-excludable services or special benefits that landowners share with others."

Consistent with this analysis, most of the services and their associated costs were allocated heavily towards indirect benefits to the landowner. Exceptions to this include the agricultural drainage assistance elements which were weighted 15% direct to 85% indirect and the extreme weather event response elements, which was weighted 25% direct to 75% indirect. The heavier direct allocation is meant to identify that the benefit received from these activities was deemed to be more directly recognized by specific land use categories, however, still significantly benefiting all others indirectly.

[1] Pittman, J. & Batker, D. (2006). *Special Benefit from Ecosystem Services: Economic Assessment of the King* Conservation *District*. Tacoma, WA: Earth Economics. Retrieved July 11, 2012 from http://www.eartheconomics.org/FileLibrary/file/Reports/KCD_Special_Benefit_Analysis.pdf

As mentioned previously, the District acknowledges the relationship between the size of a parcel and benefits/services provided for a limited number of program activities but determined a per acre charge may result in miscalculations and confusion among ratepayers and therefore is not appropriate at this time.

BUDGET

The District prepared a detailed 2023 program budget based on a typical annual budget of $2.275 million, and worked with FCS Group to split and allocate the budget as shown in the following table.

Figure 3. 2023 WCD Program Budget

Natural Resource Priority	Total Cost	Allocation Factors
Water Quality (Incl stormwater quality)		
Non-commercial Farm Assistance	$ 222,912	1% Direct / 99% Indirect
Lake Whatcom Stormwater & Habitat Enhancement	136,298	1% Direct / 99% Indirect
Commercial Farm Assistance	118,735	1% Direct / 99% Indirect
Research & Effectiveness Monitoring	69,010	1% Direct / 99% Indirect
Riparian Habitat Enhancement	129,731	1% Direct / 99% Indirect
Municipal Stormwater & Habitat Enhancement	41,440	1% Direct / 99% Indirect
Extreme Weather Event Response	10,909	25% Direct / 75% Indirect
School & Community-based Watershed Education	4,250	All Indirect
Local Food & Farming Support	588	1% Direct / 99% Indirect
Farmland / Forestland Protection Support	216	1% Direct / 99% Indirect
Climate-Friendly Farming Practices (WSCC SF&F)	1,250	1% Direct / 99% Indirect
Agricultural Drainage Assistance	500	15% Direct/85% Indirect
Administration	71,850	All Indirect
Subtotal	**$ 807,688**	
Aquatic Habitat		
Riparian Habitat Enhancement	$ 389,194	1% Direct / 99% Indirect
Fish Habitat Enhancement	59,333	1% Direct / 99% Indirect
Native Plant Sale	18,879	1% Direct / 99% Indirect
Other Habitat Enhancement	10,788	1% Direct / 99% Indirect
School & Community-based Watershed Education	4,250	All Indirect
Local Food & Farming Support	588	1% Direct / 99% Indirect
Farmland / Forestland Protection Support	216	1% Direct / 99% Indirect
Commercial Farm Assistance	-	1% Direct / 99% Indirect
Agricultural Drainage Assistance	500	15% Direct/85% Indirect
Administration	71,850	All Indirect
Subtotal	**$ 555,597**	
Upland Habitat		
Native Plant Sale	$ 56,636	1% Direct / 99% Indirect
Lake Whatcom Stormwater & Habitat Enhancement	45,433	1% Direct / 99% Indirect
Wildfire Risk Reduction Services	10,425	1% Direct / 99% Indirect
Forest Health & Stewardship (WSCC / WA DNR)	6,250	1% Direct / 99% Indirect
School & Community-based Watershed Education	4,000	All Indirect
Farmland / Forestland Protection Support	1,726	1% Direct / 99% Indirect
Local Food & Farming Support	588	1% Direct / 99% Indirect
Commercial Farm Assistance	-	1% Direct / 99% Indirect
Agricultural Drainage Assistance	500	15% Direct/85% Indirect
Municipal Stormwater & Habitat Enhancement	16,576	1% Direct / 99% Indirect
Administration	67,624	All Indirect
Subtotal	**$ 209,757**	
Water Quantity (Incl stormwater quantity)		
Municipal Stormwater & Habitat Enhancement	$ 24,864	1% Direct / 99% Indirect
Domestic Water Conservation	38,788	1% Direct / 99% Indirect
Agriculture Water Conservation	12,458	1% Direct / 99% Indirect
School & Community-based Watershed Education	4,250	All Indirect
Local Food & Farming Support	588	1% Direct / 99% Indirect
Farmland / Forestland Protection Support	216	1% Direct / 99% Indirect
Commercial Farm Assistance	-	1% Direct / 99% Indirect
Agricultural Drainage Assistance	500	15% Direct/85% Indirect
Forest Health & Stewardship (WSCC / WA DNR)	6,250	1% Direct / 99% Indirect
Climate-Friendly Farming Practices (WSCC SF&F)	1,250	1% Direct / 99% Indirect
Research & Effectiveness Monitoring	34,505	1% Direct / 99% Indirect
Administration	71,850	All Indirect
Subtotal	**$ 195,518**	

Natural Resource Priority (continued)	Total Cost	Allocation Factors
Working Lands Conservation		
Non-commercial Farm Assistance	$ 74,304	1% Direct / 99% Indirect
Commercial Farm Assistance	39,578	1% Direct / 99% Indirect
Research & Effectiveness Monitoring	34,505	1% Direct / 99% Indirect
Local Food & Farming Support	8,819	1% Direct / 99% Indirect
Climate-Friendly Farming Practices (WSCC SF&F)	1,250	1% Direct / 99% Indirect
Farmland / Forestland Protection Support	1,726	1% Direct / 99% Indirect
Agricultural Drainage Assistance	8,000	15% Direct/85% Indirect
Wildfire Risk Reduction Services	15,638	1% Direct / 99% Indirect
School & Community-based Watershed Education	4,250	All Indirect
Administration	71,850	All Indirect
Subtotal	**$ 259,920**	
Climate Resiliency		
Wildfire Risk Reduction Services	$ 78,188	1% Direct / 99% Indirect
Domestic Water Conservation	38,788	1% Direct / 99% Indirect
Climate-Friendly Farming Practices (WSCC SF&F)	21,250	1% Direct / 99% Indirect
Forest Health & Stewardship (WSCC / WA DNR)	12,500	1% Direct / 99% Indirect
Agriculture Water Conservation	12,458	1% Direct / 99% Indirect
Extreme Weather Event Response	10,909	25% Direct / 75% Indirect
School & Community-based Watershed Education	4,000	All Indirect
Local Food & Farming Support	588	1% Direct / 99% Indirect
Farmland / Forestland Protection Support	216	1% Direct / 99% Indirect
Commercial Farm Assistance	-	1% Direct / 99% Indirect
Administration	67,624	All Indirect
Subtotal	**$ 246,520**	
TOTAL	**$ 2,275,000**	

CUSTOMER BASE

Whatcom County parcel files have been used to determine the number of chargeable parcels and associated acres available to Whatcom Conservation District. When charging a rate, it is recommended to charge all those who receive service/benefit. The only exception includes personal property parcels as the underlying land will be charged through the real property parcel.

The parcel data provided by Whatcom County identified hundreds of current land uses based on Department of Revenue (DOR) land use codes. The DOR codes were aggregated into seven land use categories: Residential, Commercial, Open Space, Institutional / Public, Agriculture, Vacant / Undeveloped and Designated Forest Land. These land use categories were based on the present use of each parcel, which is available in the Whatcom County tax assessment file. As described above, these land use categories were evaluated based on direct and indirect benefits received and were allocated either no benefit, partial benefit compared to other classes, or full proportional benefit compared to other classes.

RATE CALCULATION

As previously discussed, each line item in the budget is allocated based on the direct or indirect service/benefit provided then allocated between the per parcel and per acre rate components, then among customer classes based on the comparative amount of benefit/service received. The full rates are then calculated after subtracting other revenue, such as reliable sources of stable funding, grant reimbursements, and other miscellaneous revenue. To the extent warranted, these offsetting revenues are allocated proportionately to each service. Initial per parcel rates range from a high of $16.83 per parcel and for the Residential land use to a low of $16.78 per owner for the Designated Forest Land use. No per acre rates are calculated because the WCD Board determined there would be no per acre cost recovery at this time. All calculated initial rates can be seen in the following figure.

Figure 4. Calculated Rates and Revenue Reconciliation

Land Use Category	Calculated Rates		No of Charge Units		Revenue Reconciliation		
	Per Parcel	Per Acre	No of Parcels	No of Acres	Parcel Charge	Acreage Charge	TOTAL
Residential	$ 16.83	$ -	73,598	65,474	$ 1,239,011	$ -	**$ 1,239,011**
Commercial	$ 16.79	$ -	7,604	136,018	$ 127,694	$ -	**$ 127,694**
Open Space	$ 16.83	$ -	1,237	13,187	$ 20,816	$ -	**$ 20,816**
Institutional / Public	$ 16.82	$ -	634	2,805	$ 10,666	$ -	**$ 10,666**
Agriculture	$ 16.83	$ -	5,501	109,325	$ 92,579	$ -	**$ 92,579**
Designated Forest Land	$ 16.78	$ -	904	82,469	$ 15,165	$ -	**$ 15,165**
Vacant / Undeveloped	$ 16.83	$ -	13,018	30,522	$ 219,068	$ -	**$ 219,068**
TOTAL			**102,496**	**439,800**	**$ 1,725,000**	**$ -**	**$ 1,725,000**

Total Costs	*$ 2,275,000*
Less: Total Other Revenues	*$ (550,000)*
Net Revenues Needed from Rates	*$ 1,725,000*

RATE ADJUSTMENT

The rates shown above would cover typical annual budget costs of $2.275 million, less other revenue, but the per parcel rate would exceed the five dollar per parcel cap prescribed in RCW 89.08.405. To conform to this cap, the highest rate is decreased to five dollars per parcel and all others are decreased proportionately. When the rates are decreased, the lowest rate becomes $4.99 per parcel. The exception is the Resource Designated Forest Land category which is capped at $3.00 per property owner per RCW requirements. After the proportional reductions, the Designated Forest Land rates are calculated at $2.99 per owner. All reduced rates can be seen in the following figure.

Figure 5. Rates Schedule and Revenue Calculation

Land Use Category	Calculated Rates		No of Charge Units		Calculated Revenues		
	Per Parcel	Per Acre	No of Parcels	No of Acres	Parcel Charge	Acreage Charge	TOTAL
Residential	$ 5.00	$ -	73,598	65,474	$ 367,990	$ -	**$ 367,990**
Commercial	$ 4.99	$ -	7,604	136,018	$ 37,925	$ -	**$ 37,925**
Open Space	$ 5.00	$ -	1,237	13,187	$ 6,183	$ -	**$ 6,183**
Institutional / Public	$ 5.00	$ -	634	2,805	$ 3,168	$ -	**$ 3,168**
Agriculture	$ 5.00	$ -	5,501	109,325	$ 27,496	$ -	**$ 27,496**
Designated Forest Land	$ 2.99	$ -	904	82,469	$ 2,703	$ -	**$ 2,703**
Vacant / Undeveloped	$ 5.00	$ -	13,018	30,522	$ 65,064	$ -	**$ 65,064**
TOTAL			**102,496**	**439,800**	**$ 510,529**	**$ -**	**$ 510,529**

REVENUE FORECAST

With the rate caps in place, the revenue shortfall will range from $13.79 to $11.81 per parcel/owner. The total estimated revenue shortfall of $1,214,471 against the budget can be seen in the following figure. In order to close the gap between the revenue received through rates and charges and the typical annual needs of the District, WCD will continue to secure project-specific grants to close the gap.

Figure 6. Estimated Revenue Loss

Land Use Category	Calculated Rates		No of Charge Units		Estimated Revenue Loss		
	Per Parcel	Per Acre	No of Parcels	No of Acres	Parcel Charge	Acreage Charge	TOTAL
Residential	$ (11.8349)	$ -	73,598	65,474	$ (871,021)	$ -	$ (871,021)
Commercial	$ (11.8054)	$ -	7,604	136,018	$ (89,768)	$ -	$ (89,768)
Open Space	$ (11.8301)	$ -	1,237	13,187	$ (14,634)	$ -	$ (14,634)
Institutional / Public	$ (11.8268)	$ -	634	2,805	$ (7,498)	$ -	$ (7,498)
Agriculture	$ (11.8310)	$ -	5,501	109,325	$ (65,082)	$ -	$ (65,082)
Designated Forest Land	$ (13.7857)	$ -	904	82,469	$ (12,462)	$ -	$ (12,462)
Vacant / Undeveloped	$ (11.8301)	$ -	13,018	30,522	$ (154,004)	$ -	$ (154,004)
TOTAL			**102,496**	**439,800**	**$ (1,214,471)**	**$ -**	**$ (1,214,471)**

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APPENDIX A: TECHNICAL ANALYSIS

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Summary of Customer Database

LAND USE CATEGORIES SUMMARY	Available to Charge		# of Owners (forest only)
	Parcels	Acres	
Residential	73,598	65,474	-
Commercial	7,604	136,018	-
Open Space	1,237	13,187	-
Institutional / Public	634	2,805	-
Agriculture	5,501	109,325	-
Designated Forest Land	-	82,469	904
Vacant / Undeveloped	13,018	30,522	-
	101,592	**439,800**	**904**

Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Residential	1102	MODLR 2 BDRM	53	26	
Residential	1103	MODLR 3 BDRM	55	47	
Residential	1104	MODLR 4 BDRM	5	11	
Residential	1105	MODLR 5 BDRM	1	1	
Residential	1110	RES SINGLE	13	67	
Residential	1111	RES 1 BDRM	1,596	2,013	
Residential	1112	RES 2 BDRM	10,759	9,625	
Residential	1113	RES 3 BDRM	31,274	26,703	
Residential	1114	RES 4 BDRM	9,571	9,335	
Residential	1115	RES 5 BDRM	1,374	1,483	
Residential	1116	RES 6 BDRM	211	341	
Residential	1117	RES >6 BDRM	45	96	
Residential	1120	LOG CABIN	2	5	
Residential	1121	LOG HME 1 BD	21	47	
Residential	1122	LOG HME 2 BD	130	476	
Residential	1123	LOG HME 3 BD	135	599	
Residential	1124	LOG HME 4 BD	15	65	
Residential	1125	LOG HME 5 BD	5	30	
Residential	1126	LOG HME 6 BD	2	24	
Residential	1132	ZERO LL 2 BD	160	11	
Residential	1133	ZERO LL 3 BD	418	33	
Residential	1134	ZERO LL 4 BD	37	5	
Residential	1150	MH RP-onAC	4,880	9,312	
Residential	1151	MH IO-onAC	2	5	
Residential	1152	MH IO-inPK	1	-	
Residential	1153	MH RP(2+)onAC	144	751	
Residential	1154	PM RP-onAC	612	48	
Residential	1155	PM IO-inPK	8	-	
Residential	1156	PM IO-onAC	-	-	
Residential	1157	MH RP-HYSUB	5	-	
Residential	1158	PM RP-HYSUB	27	1	
Residential	1159	MH IO-HYSUB	-	-	
Residential	1211	RES 1 BDRM W/ ADU	10	40	
Residential	1212	RES 2 BDRM W/ ADU	58	117	
Residential	1213	RES 3 BDRM W/ ADU	114	348	
Residential	1214	RES 4 BDRM W/ ADU	43	116	
Residential	1215	RES 5 BDRM W/ ADU	6	12	
Residential	1217	RES >6 BDRM W/ ADU	1	0	
Residential	1220	RES DUPLEX	1,261	292	
Residential	1230	RES TRIPLEX	148	34	
Residential	1240	RES FOURPLEX	419	111	
Residential	1300	RES MULTI	3	1	
Residential	1305	RM 5 UNITS	31	7	
Residential	1306	RM 6 UNITS	50	17	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

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Designated Forest Land	-	82,469	904
Vacant / Undeveloped	13,018	30,522	-
	101,592	**439,800**	**904**

Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Residential	1307	RM 7 UNITS	15	5	
Residential	1308	RM 8 UNITS	51	18	
Residential	1309	RM 9 UNITS	21	7	
Residential	1310	RM 10 UNITS	23	9	
Residential	1311	RM 11 UNITS	15	6	
Residential	1312	RM 12 UNITS	32	38	
Residential	1313	RM 13 UNITS	18	6	
Residential	1314	RM 14 UNITS	9	4	
Residential	1315	RM 15 UNITS	11	14	
Residential	1316	RM 16 UNITS	27	15	
Residential	1317	RM 17 UNITS	8	6	
Residential	1318	RM 18 UNITS	13	10	
Residential	1319	RM 19 UNITS	5	3	
Residential	1320	RM 20 UNITS	17	13	
Residential	1321	RM 21 UNITS	7	34	
Residential	1322	RM 22 UNITS	5	3	
Residential	1323	RM 23 UNITS	6	4	
Residential	1324	RM 24 UNITS	18	22	
Residential	1325	RM 25 UNITS	3	4	
Residential	1326	RM 26 UNITS	9	6	
Residential	1327	RM 27 UNITS	5	5	
Residential	1328	RM 28 UNITS	4	7	
Residential	1329	RM 29 UNITS	4	6	
Residential	1330	RM 30 UNITS	10	15	
Residential	1331	RM 31 UNITS	32	1	
Residential	1332	RM 32 UNITS	5	7	
Residential	1333	RM 33 UNITS	3	5	
Residential	1335	RM 35 UNITS	2	2	
Residential	1336	RM 36 UNITS	6	12	
Residential	1337	RM 37 UNITS	1	1	
Residential	1338	RM 38 UNITS	9	10	
Residential	1339	RM 39 UNITS	4	5	
Residential	1340	RM 40 UNITS	5	7	
Residential	1342	RM 42 UNITS	2	3	
Residential	1344	RM 44 UNITS	2	0	
Residential	1345	RM 45 UNITS	1	3	
Residential	1346	RM 46 UNITS	1	1	
Residential	1348	RM 48 UNITS	3	9	
Residential	1349	RM 49 UNITS	2	7	
Residential	1350	RM 50 UNITS	3	14	
Residential	1351	RM 51 UNITS	9	22	
Residential	1352	RM 52 UNITS	2	9	
Residential	1353	RM 53 UNITS	2	6	
Residential	1354	RM 54 UNITS	3	4	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Summary of Customer Database

LAND USE CATEGORIES SUMMARY	Available to Charge		# of Owners (forest only)
	Parcels	Acres	
Residential	73,598	65,474	-
Commercial	7,604	136,018	-
Open Space	1,237	13,187	-
Institutional / Public	634	2,805	-
Agriculture	5,501	109,325	-
Designated Forest Land	-	82,469	904
Vacant / Undeveloped	13,018	30,522	-
	101,592	**439,800**	**904**

Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Residential	1357	RM 57 UNITS	1	2	
Residential	1360	RM 60 UNITS	12	30	
Residential	1363	RM 63 UNITS	1	1	
Residential	1364	RM 64 UNITS	1	2	
Residential	1366	RM 66 UNITS	1	2	
Residential	1367	RM 67 UNITS	1	2	
Residential	1368	RM 68 UNITS	140	9	
Residential	1370	RM 70 UNITS	2	3	
Residential	1372	RM 72 UNITS	3	10	
Residential	1373	RM 73 UNITS	1	-	
Residential	1375	RM 75 UNITS	1	4	
Residential	1378	RM 78 UNITS	4	13	
Residential	1380	RM 80 UNITS	5	7	
Residential	1382	RM 82 UNITS	1	4	
Residential	1383	RM 83 UNITS	2	7	
Residential	1384	RM 84 UNITS	4	9	
Residential	1388	RM 88 UNITS	2	5	
Residential	1390	RM 90 UNITS	3	11	
Residential	1392	RM 92 UNITS	2	4	
Residential	1394	RM 94 UNITS	1	0	
Residential	1398	RM 98 UNITS	1	1	
Residential	1399	RM 99+ UNITS	188	203	
Residential	1400	CONDOMINIUMS	-	-	
Residential	1410	CONDOMINIUMS	6,707	174	
Residential	1415	M/H CONDO LND	297	9	
Residential	1416	M/H IN CONDO RP	26	-	
Residential	1417	M/H IN CONDO PP	-	-	
Residential	1418	PRK MOD IN CONDO RP	339	3	
Residential	1420	TM-SHR CONDO	-	-	
Residential	1500	M/H PK	16	38	
Residential	1503	M/H PK 3 SP	1	1	
Residential	1504	M/H PK 4 SP	1	5	
Residential	1505	M/H PK 5 SP	1	1	
Residential	1507	M/H PK 7 SP	2	2	
Residential	1508	M/H PK 8 SP	3	10	
Residential	1511	M/H PK 11 SP	4	8	
Residential	1512	M/H PK 12 SP	1	1	
Residential	1513	M/H PK 13 SP	1	3	
Residential	1516	M/H PK 16 SP	3	25	
Residential	1518	M/H PK 18 SP	2	9	
Residential	1520	M/H PK 20 SP	1	20	
Residential	1522	M/H PK 22 SP	1	10	
Residential	1524	M/H PK 24 SP	2	21	
Residential	1525	M/H PK 25 SP	4	24	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Summary of Customer Database

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Institutional / Public	634	2,805	-
Agriculture	5,501	109,325	-
Designated Forest Land	-	82,469	904
Vacant / Undeveloped	13,018	30,522	-
	101,592	**439,800**	**904**

Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Residential	1526	M/H PK 26 SP	3	26	
Residential	1528	M/H PK 28 SP	1	10	
Residential	1529	M/H PK 29 SP	1	19	
Residential	1530	M/H PK 30 SP	1	5	
Residential	1532	M/H PK 32 SP	1	5	
Residential	1537	M/H PK 37 SP	1	6	
Residential	1543	M/H PK 43 SP	2	3	
Residential	1545	M/H PK 45 SP	1	16	
Residential	1547	M/H PK 47 SP	1	5	
Residential	1548	M/H PK 48 SP	1	8	
Residential	1551	M/H PK 51 SP	1	13	
Residential	1553	M/H PK 53 SP	4	25	
Residential	1555	M/H PK 55 SP	2	9	
Residential	1557	M/H PK 57 SP	1	23	
Residential	1560	M/H PK 60 SP	2	31	
Residential	1561	M/H PK 61 SP	2	12	
Residential	1562	M/H PK 62 SP	1	10	
Residential	1574	M/H PK 74 SP	1	15	
Residential	1584	M/H PK 84 SP	1	9	
Residential	1591	M/H PK 91 SP	2	14	
Residential	1594	M/H PK 94 SP	93	-	
Residential	1599	M/H PK+99 SP	8	122	
Commercial	1600	HOTEL/MOTEL	31	45	
Commercial	1613	HOTL/MOTL13U	2	1	
Commercial	1617	HOTL/MOTL17U	1	0	
Commercial	1621	HOTL/MOTL21U	1	0	
Commercial	1622	HOTL/MOTL22U	1	0	
Commercial	1624	HOTL/MOTL24U	3	1	
Commercial	1628	HOTL/MOTL28U	1	0	
Commercial	1630	HOTL/MOTL30U	1	-	
Commercial	1633	HOTL/MOTL33U	1	1	
Commercial	1643	HOTL/MOTL43U	1	1	
Commercial	1651	HOTL/MOTL51U	1	1	
Commercial	1654	HOTL/MOTL54U	1	1	
Commercial	1656	HOTL/MOTL56U	1	1	
Commercial	1660	HOTL/MOTL60U	2	3	
Commercial	1668	HOTL/MOTL68U	1	1	
Commercial	1681	HOTL/MOTL81U	1	1	
Commercial	1694	HOTL/MOTL94U	1	2	
Commercial	1715	B & B	3	2	
Commercial	1731	CONVAL CTRS	11	28	
Commercial	1732	REST HOMES	1	1	
Commercial	1733	1/2 WY HOUSE	7	2	
Commercial	1735	ELDERLY HSG	16	42	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Summary of Customer Database

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Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Residential	1750	RES HALL/DRM	1	1	
Residential	1800	RES NO CODE	1,539	1,752	
Commercial	1810	ROOM/BOARD	17	3	
Commercial	1820	GROUP QTRS	9	75	
Commercial	1830	BED-BREAKFST	2	0	
Commercial	1900	VAC HOME/CAB	4	2	
Commercial	1910	VAC HOMES	137	13	
Commercial	1920	CABINS	300	431	
Commercial	2100	FD/KNDRD PRO	19	60	
Commercial	2111	MEAT PACKING	4	13	
Commercial	2123	CON/EVAP MLK	3	5	
Commercial	2136	FR/FROZ FISH	1	1	
Commercial	2142	FEED ANIM/FO	6	20	
Commercial	2143	CEREAL PREP	1	5	
Commercial	2150	BAKERY PROD	1	2	
Commercial	2172	CHOCO/COCOA	1	4	
Commercial	2183	WINE/BRANDY	1	0	
Commercial	2195	ROAST COFFEE	4	2	
Commercial	2197	ICE	1	1	
Commercial	2199	FOOD PREP	14	29	
Commercial	2299	TEXT GOODS	2	21	
Commercial	2395	DECOR STITCH	1	0	
Commercial	2399	FAB TEXT PRO	1	0	
Commercial	2421	SAWMILLS	12	131	
Commercial	2429	SPEC SAWMILL	5	60	
Commercial	2431	MILLWORK	1	1	
Commercial	2433	PREFAB BLDGS	2	4	
Commercial	2499	LMBR/WD PROD	14	93	
Commercial	2510	HOUSE FURN	1	1	
Commercial	2599	FURN/FIXTURE	4	6	
Commercial	2600	PAPER/ALLIED	2	13	
Commercial	2647	SANIT PAPER	2	10	
Commercial	2650	PAPRBD CONTR	1	1	
Commercial	2710	NEWSPAPERS	4	0	
Commercial	2740	COMM PRINTNG	1	0	
Commercial	2790	PRINT/PUBLSH	4	2	
Commercial	2800	CHEM/ALLIED	1	2	
Commercial	2810	IN-ORGANIC P	1	1	
Commercial	2841	SOAP/DETERGN	1	0	
Commercial	2860	GUM/WOOD CHM	1	34	
Commercial	2910	PETRO REFING	22	1,482	
Commercial	2991	LUB OILS/GRS	1	2	
Commercial	2999	PETRO/COAL P	5	24	
Commercial	3140	MISC PLAS PR	4	20	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Summary of Customer Database

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	101,592	**439,800**	**904**

Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Commercial	3259	POTTRY/RELTD	2	0	
Commercial	3262	CONCRT PRODS	4	8	
Commercial	3263	CONCRT READY	9	76	
Commercial	3270	CUT STONE	2	5	
Commercial	3313	STEEL WIRE	1	7	
Commercial	3334	PRI/NONFERRO	2	289	
Commercial	3352	ALUMINUM	5	164	
Commercial	3390	PRI MTL IND	2	3	
Commercial	3400	FAB MTL PROD	6	7	
Commercial	3421	ENGINE/TURBO	2	19	
Commercial	3422	FARM MACH/EQ	2	6	
Commercial	3424	METALWORKING	1	2	
Commercial	3425	SPEC IND MAC	3	7	
Commercial	3426	GEN IND MACH	3	3	
Commercial	3432	ELEC IND APP	2	3	
Commercial	3433	HOUSE APLIAN	1	0	
Commercial	3437	ELEC COMP/AC	4	14	
Commercial	3439	ELEC MACH/EQ	2	8	
Commercial	3441	MTR VEHICLE	1	0	
Commercial	3442	AIRCRAFT/PRT	2	17	
Commercial	3443	SHIP/BOAT BL	15	34	
Commercial	3445	CYCLES/BIKES	2	7	
Commercial	3449	TRANS EQUIPT	2	5	
Commercial	3450	MARINE/PARTS	4	9	
Commercial	3493	HTG APP/PLBG	3	16	
Commercial	3494	FAB STRC MTL	1	6	
Commercial	3498	FAB WIRE PRO	1	1	
Commercial	3499	FAB MTL PROD	9	30	
Commercial	3521	MECH MEAS/CO	2	3	
Commercial	3542	ORTHO/PROSTH	2	9	
Commercial	3900	MISC MFG	8	20	
Commercial	3930	TOYS/AMUSEMT	1	1	
Commercial	3986	MARIJUANA	1	3	
Commercial	3997	SIGNS/ADS	1	2	
Commercial	3999	MISC MFG	28	111	
Commercial	4100	RR/RAPD RAIL	10	10	
Commercial	4111	RR R/W	90	217	
Commercial	4112	RR SWITCH/MA	3	22	
Commercial	4113	RR TERMINALS	2	15	
Commercial	4114	RR TERM FRGT	4	17	
Commercial	4116	RR EQUIP/MNT	1	1	
Commercial	4119	RR TRANS	9	37	
Commercial	4129	RAPD RAIL TR	8	39	
Commercial	4200	MTR VEH TRAN	1	0	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Summary of Customer Database

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	101,592	**439,800**	**904**

Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Commercial	4212	BUS PAS LOCL	2	3	
Commercial	4213	BUS PAS BOTH	2	4	
Commercial	4214	BUS GARAGE	1	1	
Commercial	4219	BUS TRANS	3	2	
Commercial	4221	MTR FRGHT TM	1	3	
Commercial	4222	MTR FRGHT TR	16	19	
Commercial	4299	MTR VEH TRAN	3	13	
Commercial	4300	AIRCRAFT TRN	1	0	
Commercial	4311	LAND/TAKEOFF	22	874	
Commercial	4315	AIRCRAFT STO	2	5	
Commercial	4319	AIRPRTS/FLDS	17	152	
Commercial	4399	AIRCRFT TRAN	1	3	
Commercial	4413	MAR TRM BOTH	1	3	
Commercial	4419	MAR TERMINAL	1	1	
Open Space	4490	MAR CRFT TRA	1	0	
Open Space	4500	HIWY/ST RW	39	24	
Open Space	4520	EXPRESSWAYS	1	2	
Open Space	4530	PARKWAYS	3	9	
Open Space	4540	ARTERIAL STS	1	0	
Open Space	4550	COL/DIST STS	2	0	
Open Space	4560	LOCL ACC STS	60	38	
Open Space	4570	ALLEYS	6	1	
Open Space	4590	OTHER HIWY	34	45	
Commercial	4600	AUTO PARKING	244	98	
Commercial	4700	COMMUNICATN	-	-	
Commercial	4710	PHONE COMMUN	5	11	
Commercial	4711	PHONE EXCH	13	3	
Commercial	4712	PHONE RELAY	5	39	
Commercial	4719	PHONE COMMUN	6	15	
Commercial	4730	RADIO COMMUN	1	0	
Commercial	4732	RAD STA/TWRS	8	95	
Commercial	4742	TV STA/RELAY	2	1	
Commercial	4749	OTHR TV COMM	1	1	
Commercial	4790	OTHR COMMUNI	3	1	
Commercial	4795	UTILITY TEL	-	-	
Commercial	4800	UTILITIES	40	77	
Commercial	4810	ELEC UTILITY	11	390	
Commercial	4811	ELEC TRAN RW	6	75	
Commercial	4812	ELEC GEN PLT	2	26	
Commercial	4813	ELEC REG SUB	31	21	
Commercial	4819	ELEC UTILITY	9	180	
Commercial	4820	GAS UTILITY	7	17	
Commercial	4821	GAS PIPELINE	13	2	
Commercial	4823	NAT/MFT GAS	10	87	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

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Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Commercial	4824	GAS PRES CNT	8	15	
Commercial	4829	GAS UTILITY	2	0	
Open Space	4830	WTR UTIL/IRR	19	122	
Open Space	4831	WTR PIPELINE	1	1	
Open Space	4832	WTR TREATMNT	8	247	
Open Space	4833	WATR STORAGE	69	402	
Open Space	4835	WTR PRES CNT	19	47	
Open Space	4836	RETENTION PD	13	13	
Commercial	4839	WTR UTIL/IRR	26	38	
Commercial	4840	SEWAGE DISP	-	-	
Commercial	4841	SEWAGE TRTMT	5	41	
Commercial	4843	SEWAGE DISP	1	2	
Commercial	4850	SOLID WASTE	12	52	
Commercial	4854	SANIT LAND F	2	12	
Commercial	4855	REFUSE DISP	5	10	
Commercial	4890	OTHR UTILITY	6	1	
Commercial	4895	UTILITY ELEC	2	6	
Commercial	4900	TRANS/COMM/U	2	9	
Commercial	4911	PETRO PIPELN	3	565	
Commercial	4912	PETRO PRES C	2	33	
Commercial	4921	FRGHT FORWRD	9	5	
Commercial	4929	TRANS SERVS	7	33	
Commercial	4990	TRANS/COMM/U	2	1	
Commercial	5000	CONDO-NOT RES	22	-	
Commercial	5010	HANGAR CONDO	8	7	
Commercial	5020	MARINE CONDO	1,280	47	
Commercial	5030	MED CONDOS	37	6	
Commercial	5040	RET/OFF CNDO	195	1	
Commercial	5050	STOR CONDOS	699	15	
Commercial	5060	MIX U CONDOS	81	0	
Commercial	5100	WHOLESL TRAD	5	4	
Commercial	5111	AUTO/MTR VEH	3	17	
Commercial	5112	AUTO EQUIP	4	3	
Commercial	5121	DRUGS/PROP/S	4	4	
Commercial	5122	PAINT/VARNSH	1	1	
Commercial	5131	DRY/PIECE GD	1	2	
Commercial	5141	GROCERIES	2	2	
Commercial	5142	DAIRY PRODS	1	0	
Commercial	5145	FISH/SEAFDS	2	1	
Commercial	5146	MEAT/PRODUCT	2	3	
Commercial	5147	FRUITS/VEGS	1	2	
Commercial	5149	GROC/RELTD P	3	6	
Commercial	5153	HIDE/SKIN/FR	1	4	
Commercial	5159	FARM PRODS	3	26	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

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Commercial	5161	ELEC APP/EQU	4	2	
Commercial	5162	ELEC APP/TV	1	0	
Commercial	5163	ELEC PRTS/EQ	1	0	
Commercial	5172	PLBG/HTNG EQ	5	15	
Commercial	5181	COMM/IND MCH	2	10	
Commercial	5182	FARM MCH/EQU	3	7	
Commercial	5183	PROF EQUIP	1	0	
Commercial	5184	EQUIP/SUPPLY	1	5	
Commercial	5185	TRANS EQUIP	1	1	
Commercial	5189	MCH/EQUIP/SU	3	2	
Commercial	5191	METAL/MINERL	1	1	
Commercial	5192	PETRO BLK ST	5	4	
Commercial	5193	SCRAP/WASTE	12	34	
Commercial	5195	BEER/WINE/AL	1	1	
Commercial	5198	LMBR/CONST M	8	13	
Commercial	5199	WHOLESL TRAD	24	53	
Commercial	5200	BLDG MAT/HDW	3	15	
Commercial	5211	LUMBER YARDS	4	10	
Commercial	5212	BLDG MATERLS	18	57	
Commercial	5220	HTG/PLMBG EQ	4	2	
Commercial	5230	PAINT/GLASS	6	2	
Commercial	5240	ELEC SUPPLY	1	1	
Commercial	5251	HDWRE-RETAIL	11	3	
Commercial	5252	FARM EQUIP	13	39	
Commercial	5300	RET TR-GEN	17	20	
Commercial	5305	MIXED USE	138	55	
Commercial	5310	DEPT STORES	1	15	
Commercial	5320	MAIL ORDR HS	1	1	
Commercial	5330	LTD PRCE VAR	4	4	
Commercial	5360	CONV NEIGHBR	45	138	
Commercial	5365	RET STRIP ML	25	31	
Commercial	5370	COMM SHOP CT	9	20	
Commercial	5375	OUTLET MALL	2	14	
Commercial	5380	REG SHOP CTR	14	74	
Commercial	5391	DRY GDS/GEN	1	0	
Commercial	5392	GEN STORES	21	26	
Commercial	5400	RET TRD-FOOD	5	19	
Commercial	5410	GROCERIES	50	93	
Commercial	5421	MEATS	2	0	
Commercial	5430	FRUITS/VEGS	3	1	
Commercial	5450	DAIRY PROD	3	1	
Commercial	5461	BAKERIES	5	2	
Commercial	5462	BAKERIES	1	6	
Commercial	5499	RET TRD-FOOD	10	5	

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Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Commercial	5511	NEW/USED CAR	29	54	
Commercial	5512	USED CARS	8	7	
Commercial	5520	TIRE/BAT/ACC	20	17	
Commercial	5530	GAS SERV STA	83	66	
Commercial	5591	MAR CRFT/ACC	4	5	
Commercial	5592	AIR CRFT/ACC	-	-	
Commercial	5599	OTHR AUTO/MA	25	24	
Commercial	5600	APPAREL/ACC	1	6	
Commercial	5620	WOMEN READY	1	0	
Commercial	5630	WOMENS ACC/S	1	0	
Commercial	5640	CHILD/INFANT	1	0	
Commercial	5670	CUSTOM TAILR	1	0	
Commercial	5690	OTHR APP/ACC	4	1	
Commercial	5700	FURN/HOME/EQ	2	1	
Commercial	5711	FURNITURE	15	20	
Commercial	5712	FLOOR CVRNGS	7	4	
Commercial	5719	OTHR FURN/HO	4	3	
Commercial	5720	HOUSE APPLIN	2	3	
Commercial	5731	RADIO/TV	2	0	
Commercial	5732	MUSIC SUPPLY	5	1	
Commercial	5800	EAT/DRINK	10	4	
Commercial	5810	EATING PLACE	171	87	
Commercial	5815	ESPRESSO BAR	21	23	
Commercial	5820	DRINK PLACES	31	6	
Commercial	5900	RET NOT ELSE	20	15	
Commercial	5910	DRUG/PROPRTY	25	22	
Commercial	5920	LIQUOR	3	1	
Commercial	5931	ANTIQUES	5	1	
Commercial	5932	SECOND MERCH	14	16	
Commercial	5941	BOOKS	6	3	
Commercial	5942	STATIONERY	1	0	
Commercial	5951	SPORTING GDS	11	5	
Commercial	5952	BICYCLES	4	2	
Commercial	5961	HAY GRAIN FD	2	5	
Commercial	5969	FARM/GARDEN	12	9	
Commercial	5981	FUEL/ICE DLR	1	1	
Commercial	5983	BOTTLED GAS	5	6	
Commercial	5991	FLORISTS	4	2	
Commercial	5995	GIFT NOVELTY	3	3	
Commercial	5996	OPTICAL GDS	5	2	
Commercial	5997	M/H SALES	1	2	
Commercial	5999	OTHR RET TRD	136	145	
Commercial	6100	FIN/INS/R ES	2	1	
Commercial	6110	OFF/RET	61	57	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Summary of Customer Database

LAND USE CATEGORIES SUMMARY	Available to Charge		# of Owners (forest only)
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Commercial	7,604	136,018	-
Open Space	1,237	13,187	-
Institutional / Public	634	2,805	-
Agriculture	5,501	109,325	-
Designated Forest Land	-	82,469	904
Vacant / Undeveloped	13,018	30,522	-
	101,592	**439,800**	**904**

Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Commercial	6111	BANK SERV	50	30	
Commercial	6112	BANK FUNCTNS	6	4	
Commercial	6121	SAVGS/LOAN	5	1	
Commercial	6122	CU AG/BUS/PR	9	9	
Commercial	6132	COMMOD CON/B	1	0	
Commercial	6142	INS AG/BRKRS	18	3	
Commercial	6151	RE OPTRS/LSR	2	1	
Commercial	6152	RE AG/BRKR/M	26	19	
Commercial	6154	RE SUB/DEV	1	0	
Commercial	6156	COMBO RE/INS	2	1	
Commercial	6159	OTHR RE/RLTD	7	8	
Commercial	6160	HOLD/INVEST	1	0	
Commercial	6190	OTHR FIN/INS	20	10	
Commercial	6200	PERSONAL SER	3	1	
Commercial	6211	LAUND/DRY/DY	3	0	
Commercial	6212	LINEN SUPPLY	2	5	
Commercial	6214	SELF LAUND/D	1	0	
Commercial	6215	RUG CLEAN/RP	1	1	
Commercial	6231	BEAUTY SERV	15	2	
Commercial	6232	BARBER SERV	6	1	
Commercial	6241	FUNERAL/CREM	5	3	
Commercial	6242	CEMETERIES	52	272	
Commercial	6290	OTHR PER SER	26	32	
Commercial	6300	BUSINESS SER	13	4	
Commercial	6311	AD SERVICES	1	0	
Commercial	6319	OTHR AD SERV	2	0	
Commercial	6332	BLUEPRNT/PHO	1	1	
Commercial	6349	OTHR DWELL/B	2	0	
Commercial	6350	NEWS SYND	1	0	
Commercial	6370	WHSE/STORAGE	175	269	
Commercial	6373	REFRIG WHSE	8	49	
Commercial	6375	HOUSE WHSE/S	4	9	
Commercial	6376	GEN WHSE/STO	41	59	
Commercial	6377	MINI STORAGE	47	156	
Commercial	6379	OTHR WHSE/ST	74	112	
Commercial	6391	RES/DEV/TEST	2	7	
Commercial	6393	DET/PROT SER	3	0	
Commercial	6394	EQUIP RENT/L	8	8	
Commercial	6399	OTHR BUS SER	87	54	
Commercial	6411	AUTO REP SER	93	139	
Commercial	6412	AUTO WASH SV	11	8	
Commercial	6419	OTHR AUTO SV	25	24	
Commercial	6491	ELEC REP SER	6	2	
Commercial	6499	OTHR REP SER	31	28	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

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Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Commercial	6500	PROF SERV	11	5	
Commercial	6510	MED/HLTH SER	67	49	
Commercial	6511	PHYSICIAN SV	7	3	
Commercial	6512	DENTAL SERV	44	16	
Commercial	6513	HOSP SERV	3	22	
Commercial	6514	MED LAB SERV	2	3	
Commercial	6515	DENTL LAB SV	2	1	
Commercial	6516	SANIT/CONVAL	3	8	
Commercial	6517	MED CLINICS	9	4	
Commercial	6519	OTHR MED/HLT	29	29	
Commercial	6520	LEGAL SERV	33	7	
Commercial	6591	ENG/ARCH SER	18	19	
Commercial	6592	ED/SCI RES	11	7	
Commercial	6593	ACCNT/AUDIT	15	3	
Commercial	6599	OTHR PROF SV	53	25	
Commercial	6600	CONT CONST S	2	2	
Commercial	6611	BLDG CONST	36	65	
Commercial	6619	OTHR GEN CON	21	44	
Commercial	6621	PLMBG/HTG/AC	11	16	
Commercial	6622	PAINT/PAPER	1	0	
Commercial	6623	ELEC SERV	8	7	
Commercial	6624	MASON STONE	1	2	
Commercial	6625	CARPNTR/FLRG	1	0	
Commercial	6626	ROOF/SHT MTL	1	2	
Commercial	6627	CONCRETE SER	6	17	
Commercial	6629	OTHR SPEC CO	19	192	
Commercial	6700	GVRNMTL SERV	15	17	
Commercial	6710	EXEC LEGIS/J	7	5	
Institutional / Public	6720	PROTEC FUNCT	5	2	
Institutional / Public	6721	POLICE PROTC	7	11	
Institutional / Public	6722	FIRE PROTECT	58	70	
Institutional / Public	6729	OTHR PROTECT	3	2	
Institutional / Public	6730	POSTAL SERV	15	12	
Institutional / Public	6749	OTHR CORRECT	1	7	
Institutional / Public	6750	MILIT BASE	-	-	
Institutional / Public	6751	MILIT TRAIN	1	5	
Institutional / Public	6755	MILIT ADMIN	-	-	
Institutional / Public	6760	OTHR GVRN SV	49	446	
Institutional / Public	6800	EDUCATION SV	21	69	
Institutional / Public	6811	NURSERY SCH	20	21	
Institutional / Public	6812	PRIMARY SCH	59	355	
Institutional / Public	6813	SEC SCHOOLS	43	531	
Institutional / Public	6821	UNIV/COLLEGE	7	243	
Institutional / Public	6822	JR COLLEGE	8	43	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Summary of Customer Database

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Institutional / Public	6830	SPEC TRAIN	5	22	
Institutional / Public	6831	VOC/TRD SCH	2	34	
Institutional / Public	6833	BARBER/BEAUT	1	0	
Institutional / Public	6834	ART/MUSIC	1	0	
Institutional / Public	6839	OTHR SPEC TR	6	4	
Commercial	6900	MISC SERV	12	15	
Institutional / Public	6911	CHURCHES	235	476	
Institutional / Public	6919	OTHR RELIG	14	272	
Institutional / Public	6920	WELFARE/CHAR	7	6	
Commercial	6991	BUSINESS ASN	1	0	
Commercial	6993	LABOR UNION	4	1	
Institutional / Public	6994	CIVIC SOCIAL	36	32	
Commercial	6999	OTHR MISC SV	14	14	
Institutional / Public	7111	LIBRARIES	12	17	
Institutional / Public	7112	MUSEUMS	5	2	
Institutional / Public	7113	ART GALLERY	1	0	
Institutional / Public	7119	OTHR CULT	2	3	
Institutional / Public	7123	BOT GARDEN	2	113	
Institutional / Public	7129	OTHR NATURE	1	1	
Institutional / Public	7191	HIST/MONUMNT	1	0	
Institutional / Public	7199	OTHR CULT/NT	3	0	
Institutional / Public	7200	PUB ASSEMBLY	3	4	
Commercial	7212	MOVIE THEATR	3	18	
Commercial	7214	LEGIT THEATR	2	1	
Commercial	7219	OTHR ENTERTN	3	11	
Commercial	7222	ARENAS/FIELD	1	11	
Commercial	7223	RACE TRACKS	3	52	
Commercial	7229	OTHR SPORTS	4	41	
Commercial	7239	OTHR MISC AS	6	32	
Commercial	7290	OTHR PUB ASM	7	3	
Commercial	7295	PUBLIC MKT	1	1	
Commercial	7311	FAIRGROUNDS	9	52	
Commercial	7393	GOLF DRIVING	1	0	
Commercial	7394	GO-CART TRKS	6	53	
Commercial	7399	OTHR AMUSMNT	3	70	
Commercial	7400	RECREATL ACT	15	172	
Commercial	7410	SPORTS ACT	3	2	
Commercial	7411	GOLF COURSES	8	1,257	
Commercial	7412	GOLF COURSES	17	442	
Commercial	7413	TENNIS COURT	5	2	
Commercial	7415	ROLLER SKATE	1	2	
Commercial	7417	BOWLING	3	3	
Commercial	7419	OTHR SPORTS	6	30	
Commercial	7420	PLAYGROUNDS	6	9	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

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Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Commercial	7421	PLAY LOTS	1	0	
Commercial	7422	PLAYGROUNDS	11	5	
Commercial	7423	PLAYFIELDS	8	144	
Commercial	7424	RECREAT CTR	7	62	
Commercial	7425	GYMS/ATHLTIC	8	10	
Commercial	7431	SWIM BEACHES	-	-	
Commercial	7432	SWIM POOLS	2	1	
Commercial	7440	MARINAS	10	322	
Commercial	7441	YACHT CLUBS	-	-	
Commercial	7449	OTHR MARINAS	1	-	
Commercial	7491	CAMP/PICNIC	1	2	
Commercial	7499	OTHR RECREAT	22	403	
Commercial	7511	GEN RESORTS	1	7	
Commercial	7514	SKI RESORTS	-	-	
Commercial	7516	RV PARKS	38	366	
Commercial	7519	OTHR RESORTS	2	85	
Commercial	7520	GRP/ORG CAMP	11	302	
Open Space	7600	PARKS	20	411	
Open Space	7620	NEIGHBRHD PK	115	463	
Open Space	7630	GREEN WY/BLT	94	159	
Open Space	7650	COMMUNITY PK	55	1,136	
Open Space	7660	DISTRICT PK	14	588	
Open Space	7670	REGIONAL PK	46	3,820	
Open Space	7690	OTHER PARK	3	99	
Open Space	7900	OTHR CULT/EN	6	127	
Open Space	8100	AGRICULTURE	36	414	
Open Space	8140	FARM CROP ET	53	784	
Agriculture	8150	FARM DAIRY	42	363	
Agriculture	8160	FARM/RANCHES	90	1,252	
Agriculture	8170	FARM POULTRY	3	27	
Agriculture	8180	FARMS	107	1,277	
Agriculture	8190	OTHR AG LAND	48	698	
Agriculture	8200	AG RELTD ACT	3	9	
Agriculture	8210	AG PROC	1	7	
Agriculture	8212	GRIST MILL S	2	0	
Agriculture	8221	VET SERVS	5	1	
Agriculture	8222	ANIMAL HOSP	5	8	
Agriculture	8230	HORTICULT SV	13	39	
Agriculture	8290	OTHR AG RLTD	11	39	
Agriculture	8340	OSAG CROP/ET	933	21,293	
Agriculture	8341	OSAG CRO MH	48	1,010	
Agriculture	8343	OSAG CRO MH+	15	323	
Agriculture	8345	OSAG CRO LOG	1	8	
Agriculture	8350	OSAG DAIRY	1,432	37,362	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

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Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Agriculture	8351	OSAG DAI MH	61	1,228	
Agriculture	8353	OSAG DAI MH+	8	367	
Agriculture	8355	OSAG DAI LOG	4	128	
Agriculture	8360	OSAG RANCHES	1,263	21,541	
Agriculture	8361	OSAG RAN MH	95	1,325	
Agriculture	8363	OSAG RAN MH+	10	148	
Agriculture	8365	OSAG RAN LOG	7	141	
Agriculture	8370	OSAG POULTRY	9	118	
Agriculture	8371	OSAG POU MH	3	65	
Agriculture	8373	OSAG POU MH+	1	10	
Agriculture	8380	OSAG	1,174	19,034	
Agriculture	8381	OSAG MH	80	1,172	
Agriculture	8383	OSAG MH+	8	168	
Agriculture	8385	OSAG LOG HME	4	105	
Agriculture	8390	OSAG OTHER	3	8	
Agriculture	8421	FISH HATCHRY	4	13	
Agriculture	8429	OTHR FISHERY	1	2	
Agriculture	8490	OTHR FISHERY	7	38	
Commercial	8500	MINE/RLTD SV	1	33	
Commercial	8542	CRUSH/BROKEN	8	474	
Commercial	8543	SAND/GRAVEL	152	2,166	
Open Space	8580	MINERAL INT	42	-	
Open Space	8590	MINING CLAIM	18	735	
Designated Forest Land	8800	DESIG FOREST	-	81,357	857
Designated Forest Land	8801	DESI FOR MH	-	853	33
Designated Forest Land	8803	DESI FOR MH+	-	10	1
Designated Forest Land	8805	DESI FOR LOG	-	249	13
Commercial	8900	FORESTRY ACT	16	932	
Commercial	8910	FOREST NURS	9	188	
Commercial	8911	TMBR PULP WD	36	615	
Commercial	8914	TMBR MIXED	3	37	
Commercial	8917	TMBR/TRE MIX	3	102	
Commercial	8919	OTHR COMM FO	1	0	
Commercial	8929	OTHR FOREST	1	10	
Commercial	8990	OTHR FOREST	1	1	
Commercial	8999	OTHR RESOURC	19	6,321	
Vacant / Undeveloped	9100	UNDEV/UNUSED	2	5	
Vacant / Undeveloped	9110	RESIDENTIAL	11,270	23,671	
Vacant / Undeveloped	9120	COMMERCIAL	887	1,847	
Vacant / Undeveloped	9130	INDUSTRIAL	409	2,731	
Vacant / Undeveloped	9140	OTHR VACANT	448	2,261	
Vacant / Undeveloped	9150	COMMON AREA	2	6	
Commercial	9200	NON/COMM FOR	514	99,038	
Commercial	9210	FOREST RESER	46	6,430	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

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Summary Code	DOR Code		Parcels Currently Available to Charge	Acres Currently Available to Charge	# of Owners (forest only)
Commercial	9220	OTHR NON-COM	25	5,164	
Open Space	9300	WATER AREAS	18	7	
Open Space	9310	RIVER/STREAM	4	2	
Open Space	9320	LAKES	23	123	
Open Space	9330	BAY/LAGOON	5	0	
Open Space	9350	SALTWTR TIDE	158	1,203	
Open Space	9390	OTHR WTR ARE	67	84	
Open Space	9400	OPEN SP LND	151	1,709	
Open Space	9401	OSO LAND MH	6	107	
Open Space	9403	OSO LAND MH+	1	2	
Open Space	9405	OSO LAND LOG	2	28	
Open Space	9450	OSFC	22	208	
Open Space	9451	OSFC MH	2	25	
			101,592	**439,800**	**904**

Parcel list excludes parcels with appraised values less than $500, federal land and timeshare condos

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Budget

2023

Natural Resource Priority	Total Cost	Allocation Factors	Allocation Percentages			Allocated Costs		
			Indirect	Direct	Total	Indirect	Direct	Total
Water Quality (Incl stormwater quality)								
Non-commercial Farm Assistance	$ 222,912	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	$ 220,683	$ 2,229	$ 222,912
Lake Whatcom Stormwater & Habitat Enhancement	136,298	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	134,935	1,363	136,298
Commercial Farm Assistance	118,735	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	117,547	1,187	118,735
Research & Effectiveness Monitoring	69,010	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	68,320	690	69,010
Riparian Habitat Enhancement	129,731	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	128,434	1,297	129,731
Municipal Stormwater & Habitat Enhancement	41,440	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	41,025	414	41,440
Extreme Weather Event Response	10,909	25% Direct / 75% Indirect	75.0%	25.0%	100.0%	8,182	2,727	10,909
School & Community-based Watershed Education	4,250	All Indirect	100.0%	0.0%	100.0%	4,250	-	4,250
Local Food & Farming Support	588	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	582	6	588
Farmland / Forestland Protection Support	216	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	214	2	216
Climate-Friendly Farming Practices (WSCC SF&F)	1,250	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	1,238	13	1,250
Agricultural Drainage Assistance	500	15% Direct/85% Indirect	85.0%	15.0%	100.0%	425	75	500
Administration	71,850	All Indirect	100.0%	0.0%	100.0%	71,850	-	71,850
Subtotal	**$ 807,688**					**$ 797,684**	**$ 10,004**	**$ 807,688**
Aquatic Habitat								
Riparian Habitat Enhancement	$ 389,194	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	$ 385,302	$ 3,892	$ 389,194
Fish Habitat Enhancement	59,333	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	58,740	593	59,333
Native Plant Sale	18,879	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	18,690	189	18,879
Other Habitat Enhancement	10,788	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	10,680	108	10,788
School & Community-based Watershed Education	4,250	All Indirect	100.0%	0.0%	100.0%	4,250	-	4,250
Local Food & Farming Support	588	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	582	6	588
Farmland / Forestland Protection Support	216	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	214	2	216
Commercial Farm Assistance	-	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	-	-	-
Agricultural Drainage Assistance	500	15% Direct/85% Indirect	85.0%	15.0%	100.0%	425	75	500
Administration	71,850	All Indirect	100.0%	0.0%	100.0%	71,850	-	71,850
Subtotal	**$ 555,597**					**$ 550,732**	**$ 4,865**	**$ 555,597**
Upl Habitat								
Native Plant Sale	$ 56,636	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	$ 56,070	$ 566	$ 56,636
Lake Whatcom Stormwater & Habitat Enhancement	45,433	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	44,978	454	45,433
Wildfire Risk Reduction Services	10,425	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	10,321	104	10,425
Forest Health & Stewardship (WSCC / WA DNR)	6,250	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	6,188	63	6,250
School & Community-based Watershed Education	4,000	All Indirect	100.0%	0.0%	100.0%	4,000	-	4,000
Farmland / Forestland Protection Support	1,726	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	1,709	17	1,726
Local Food & Farming Support	588	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	582	6	588
Commercial Farm Assistance	-	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	-	-	-
Agricultural Drainage Assistance	500	15% Direct/85% Indirect	85.0%	15.0%	100.0%	425	75	500
Municipal Stormwater & Habitat Enhancement	16,576	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	16,410	166	16,576
Administration	67,624	All Indirect	100.0%	0.0%	100.0%	67,624	-	67,624
Subtotal	**$ 209,757**					**$ 208,306**	**$ 1,451**	**$ 209,757**
Water Quantity (Incl stormwater quantity)								
Municipal Stormwater & Habitat Enhancement	$ 24,864	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	$ 24,615	$ 249	$ 24,864
Domestic Water Conservation	38,788	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	38,400	388	38,788
Agriculture Water Conservation	12,458	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	12,333	125	12,458
School & Community-based Watershed Education	4,250	All Indirect	100.0%	0.0%	100.0%	4,250	-	4,250
Local Food & Farming Support	588	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	582	6	588
Farmland / Forestland Protection Support	216	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	214	2	216
Commercial Farm Assistance	-	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	-	-	-
Agricultural Drainage Assistance	500	15% Direct/85% Indirect	85.0%	15.0%	100.0%	425	75	500
Forest Health & Stewardship (WSCC / WA DNR)	6,250	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	6,188	63	6,250
Climate-Friendly Farming Practices (WSCC SF&F)	1,250	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	1,238	13	1,250
Research & Effectiveness Monitoring	34,505	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	34,160	345	34,505
Administration	71,850	All Indirect	100.0%	0.0%	100.0%	71,850	-	71,850
Subtotal	**$ 195,518**					**$ 194,254**	**$ 1,264**	**$ 195,518**
Working Lands Conservation								
Non-commercial Farm Assistance	$ 74,304	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	$ 73,561	$ 743	$ 74,304
Commercial Farm Assistance	39,578	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	39,182	396	39,578
Research & Effectiveness Monitoring	34,505	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	34,160	345	34,505
Local Food & Farming Support	8,819	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	8,731	88	8,819
Climate-Friendly Farming Practices (WSCC SF&F)	1,250	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	1,238	13	1,250
Farmland / Forestland Protection Support	1,726	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	1,709	17	1,726
Agricultural Drainage Assistance	8,000	15% Direct/85% Indirect	85.0%	15.0%	100.0%	6,800	1,200	8,000
Wildfire Risk Reduction Services	15,638	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	15,481	156	15,638
School & Community-based Watershed Education	4,250	All Indirect	100.0%	0.0%	100.0%	4,250	-	4,250
Administration	71,850	All Indirect	100.0%	0.0%	100.0%	71,850	-	71,850
Subtotal	**$ 259,920**					**$ 256,962**	**$ 2,958**	**$ 259,920**
Climate Resiliency								
Wildfire Risk Reduction Services	$ 78,188	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	$ 77,406	$ 782	$ 78,188
Domestic Water Conservation	38,788	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	38,400	388	38,788
Climate-Friendly Farming Practices (WSCC SF&F)	21,250	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	21,038	213	21,250
Forest Health & Stewardship (WSCC / WA DNR)	12,500	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	12,375	125	12,500
Agriculture Water Conservation	12,458	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	12,333	125	12,458
Extreme Weather Event Response	10,909	25% Direct / 75% Indirect	75.0%	25.0%	100.0%	8,182	2,727	10,909
School & Community-based Watershed Education	4,000	All Indirect	100.0%	0.0%	100.0%	4,000	-	4,000
Local Food & Farming Support	588	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	582	6	588
Farmland / Forestland Protection Support	216	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	214	2	216
Commercial Farm Assistance	-	1% Direct / 99% Indirect	99.0%	1.0%	100.0%	-	-	-
Administration	67,624	All Indirect	100.0%	0.0%	100.0%	67,624	-	67,624
Subtotal	**$ 246,520**					**$ 242,153**	**$ 4,367**	**$ 246,520**
TOTAL	**$ 2,275,000**					**$ 2,250,090**	**$ 24,910**	**$ 2,275,000**

Summary	Total Cost	NRP Proportions	Allocated Costs		
			Indirect	Direct	Total
Water Quality (Incl stormwater quality)	$ 807,688	35.5%	$ 797,684	$ 10,004	$ 807,688
Aquatic Habitat	555,597	24.4%	550,732	4,865	555,597
Upl Habitat	209,757	9.2%	208,306	1,451	209,757
Water Quantity (Incl stormwater quantity)	195,518	8.6%	194,254	1,264	195,518
Working Lands Conservation	259,920	11.4%	256,962	2,958	259,920
Climate Resiliency	246,520	10.8%	242,153	4,367	246,520
TOTAL	**$ 2,275,000**		**$ 2,250,090**	**$ 24,910**	**$ 2,275,000**
less: Other Revenues	(550,000)				
NET TOTAL	**$ 1,725,000**	*Budget Ties*			

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quality (Incl stormwater quality)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Non-commercial Farm Assistance - Indirect Benefit Costs

TOTAL COST
$ 220,683

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 220,683

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 158,463	73,598	$ 2.1531		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 16,372	7,604	$ 2.1531		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 2,663	1,237	$ 2.1531		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 1,365	634	$ 2.1531		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 11,844	5,501	$ 2.1531		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 1,946	904	$ 2.1531		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 28,029	13,018	$ 2.1531		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 220,683**	**102,496**	**$ 2.1531**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

[a] Resource Designated Forest Land reflects # of owners

Notes:

Non-commercial Farm Assistance - Direct Benefit Costs

TOTAL COST
$ 2,229

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 2,229

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	78.31%	$ 1,746	73,598	$ 0.0237		65,474	2	65,474	29.58%	$ -	65,474	$ -	
Commercial	7,604	0	-	0.00%	$ -	7,604	$ -		136,018	0	-	0.00%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.32%	$ 29	1,237	$ 0.0237		13,187	2	13,187	5.96%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.67%	$ 15	634	$ 0.0237		2,805	2	2,805	1.27%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.85%	$ 130	5,501	$ 0.0237		109,325	2	109,325	49.40%	$ -	109,325	$ -	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	13.85%	$ 309	13,018	$ 0.0237		30,522	2	30,522	13.79%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**93,988**	**100.00%**	**$ 2,229**	**102,496**	**$ 0.0217**		**439,800**		**221,313**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quality (Incl stormwater quality)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Lake Whatcom Stormwater & Habitat Enhancement - Indirect Benefit Costs

TOTAL COST
$ 134,935

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 134,935

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 96,891	73,598	$ 1.3165		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 10,011	7,604	$ 1.3165		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 1,628	1,237	$ 1.3165		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 835	634	$ 1.3165		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 7,242	5,501	$ 1.3165		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 1,190	904	$ 1.3165		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 17,138	13,018	$ 1.3165		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 134,935**	**102,496**	**$ 1.3165**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Lake Whatcom Stormwater & Habitat Enhancement - Direct Benefit Costs

TOTAL COST
$ 1,363

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 1,363

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	77.44%	$ 1,055	73,598	$ 0.0143		65,474	2	65,474	27.90%	$ -	65,474	$ -	
Commercial	7,604	1	3,802	4.00%	$ 55	7,604	$ 0.0072		136,018	1	68,009	28.98%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.30%	$ 18	1,237	$ 0.0143		13,187	2	13,187	5.62%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.67%	$ 9	634	$ 0.0143		2,805	2	2,805	1.20%	$ -	2,805	$ -	
Agriculture	5,501	1	2,751	2.89%	$ 39	5,501	$ 0.0072		109,325	1	54,662	23.29%	$ -	109,325	$ -	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	13.70%	$ 187	13,018	$ 0.0143		30,522	2	30,522	13.01%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**95,040**	**100.00%**	**$ 1,363**	**102,496**	**$ 0.0133**		**439,800**		**234,659**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Aquatic Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Riparian Habitat Enhancement - Indirect Benefit Costs

TOTAL COST
$ 385,302

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 385,302

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 276,669	73,598	$ 3.7592		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 28,585	7,604	$ 3.7592		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 4,650	1,237	$ 3.7592		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 2,383	634	$ 3.7592		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 20,679	5,501	$ 3.7592		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 3,398	904	$ 3.7592		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 48,937	13,018	$ 3.7592		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 385,302**	**102,496**	**$ 3.7592**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

[a] Resource Designated Forest Land reflects # of owners

Notes:

Riparian Habitat Enhancement - Direct Benefit Costs

TOTAL COST
$ 3,892

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 3,892

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 2,795	73,598	$ 0.0380		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 289	7,604	$ 0.0380		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 47	1,237	$ 0.0380		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 24	634	$ 0.0380		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 209	5,501	$ 0.0380		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 34	904	$ 0.0380		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 494	13,018	$ 0.0380		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 3,892**	**102,496**	**$ 0.0380**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Aquatic Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Fish Habitat Enhancement - Indirect Benefit Costs

TOTAL COST
$ 58,740

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 58,740

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 42,178	73,598	$ 0.5731	
Commercial	7,604	2	7,604	7.42%	$ 4,358	7,604	$ 0.5731	
Open Space	1,237	2	1,237	1.21%	$ 709	1,237	$ 0.5731	
Institutional / Public	634	2	634	0.62%	$ 363	634	$ 0.5731	
Agriculture	5,501	2	5,501	5.37%	$ 3,153	5,501	$ 0.5731	
Designated Forest Land	904	2	904	0.88%	$ 518	904	$ 0.5731	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 7,461	13,018	$ 0.5731	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 58,740**	**102,496**	**$ 0.5731**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Fish Habitat Enhancement - Direct Benefit Costs

TOTAL COST
$ 593

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 593

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 426	73,598	$ 0.0058	
Commercial	7,604	2	7,604	7.42%	$ 44	7,604	$ 0.0058	
Open Space	1,237	2	1,237	1.21%	$ 7	1,237	$ 0.0058	
Institutional / Public	634	2	634	0.62%	$ 4	634	$ 0.0058	
Agriculture	5,501	2	5,501	5.37%	$ 32	5,501	$ 0.0058	
Designated Forest Land	904	2	904	0.88%	$ 5	904	$ 0.0058	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 75	13,018	$ 0.0058	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 593**	**102,496**	**$ 0.0058**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Native Plant Sale - Indirect Benefit Costs

TOTAL COST
$ 56,070

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 56,070

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)
Residential	73,598	2	73,598	71.81%	$ 40,261	73,598	$ 0.5470		65,474	2	65,474	14.89%	$ -	65,474	$ -
Commercial	7,604	2	7,604	7.42%	$ 4,160	7,604	$ 0.5470		136,018	2	136,018	30.93%	$ -	136,018	$ -
Open Space	1,237	2	1,237	1.21%	$ 677	1,237	$ 0.5470		13,187	2	13,187	3.00%	$ -	13,187	$ -
Institutional / Public	634	2	634	0.62%	$ 347	634	$ 0.5470		2,805	2	2,805	0.64%	$ -	2,805	$ -
Agriculture	5,501	2	5,501	5.37%	$ 3,009	5,501	$ 0.5470		109,325	2	109,325	24.86%	$ -	109,325	$ -
Designated Forest Land	904	2	904	0.88%	$ 495	904	$ 0.5470		82,469	2	82,469	18.75%	$ -	82,469	$ -
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 7,121	13,018	$ 0.5470		30,522	2	30,522	6.94%	$ -	30,522	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 56,070**	**102,496**	**$ 0.5470**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**

Notes:

[a] Resource Designated Forest Land reflects # of owners

Notes:

Native Plant Sale - Direct Benefit Costs

TOTAL COST
$ 566

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 566

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)
Residential	73,598	2	73,598	71.81%	$ 407	73,598	$ 0.0055		65,474	2	65,474	14.89%	$ -	65,474	$ -
Commercial	7,604	2	7,604	7.42%	$ 42	7,604	$ 0.0055		136,018	2	136,018	30.93%	$ -	136,018	$ -
Open Space	1,237	2	1,237	1.21%	$ 7	1,237	$ 0.0055		13,187	2	13,187	3.00%	$ -	13,187	$ -
Institutional / Public	634	2	634	0.62%	$ 4	634	$ 0.0055		2,805	2	2,805	0.64%	$ -	2,805	$ -
Agriculture	5,501	2	5,501	5.37%	$ 30	5,501	$ 0.0055		109,325	2	109,325	24.86%	$ -	109,325	$ -
Designated Forest Land	904	2	904	0.88%	$ 5	904	$ 0.0055		82,469	2	82,469	18.75%	$ -	82,469	$ -
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 72	13,018	$ 0.0055		30,522	2	30,522	6.94%	$ -	30,522	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 566**	**102,496**	**$ 0.0055**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Lake Whatcom Stormwater & Habitat Enhancement - Indirect Benefit Costs

TOTAL COST
$ 44,978

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 44,978

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)
Residential	73,598	2	73,598	71.81%	$ 32,297	73,598	$ 0.4388		65,474	2	65,474	14.89%	$ -	65,474	$ -
Commercial	7,604	2	7,604	7.42%	$ 3,337	7,604	$ 0.4388		136,018	2	136,018	30.93%	$ -	136,018	$ -
Open Space	1,237	2	1,237	1.21%	$ 543	1,237	$ 0.4388		13,187	2	13,187	3.00%	$ -	13,187	$ -
Institutional / Public	634	2	634	0.62%	$ 278	634	$ 0.4388		2,805	2	2,805	0.64%	$ -	2,805	$ -
Agriculture	5,501	2	5,501	5.37%	$ 2,414	5,501	$ 0.4388		109,325	2	109,325	24.86%	$ -	109,325	$ -
Designated Forest Land	904	2	904	0.88%	$ 397	904	$ 0.4388		82,469	2	82,469	18.75%	$ -	82,469	$ -
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 5,713	13,018	$ 0.4388		30,522	2	30,522	6.94%	$ -	30,522	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 44,978**	**102,496**	**$ 0.4388**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**

Notes:

Notes:

Lake Whatcom Stormwater & Habitat Enhancement - Direct Benefit Costs

TOTAL COST
$ 454

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 454

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)
Residential	73,598	2	73,598	72.44%	$ 329	73,598	$ 0.0045		65,474	2	65,474	18.32%	$ -	65,474	$ -
Commercial	7,604	2	7,604	7.48%	$ 34	7,604	$ 0.0045		136,018	2	136,018	38.06%	$ -	136,018	$ -
Open Space	1,237	2	1,237	1.22%	$ 6	1,237	$ 0.0045		13,187	2	13,187	3.69%	$ -	13,187	$ -
Institutional / Public	634	2	634	0.62%	$ 3	634	$ 0.0045		2,805	2	2,805	0.78%	$ -	2,805	$ -
Agriculture	5,501	2	5,501	5.41%	$ 25	5,501	$ 0.0045		109,325	2	109,325	30.59%	$ -	109,325	$ -
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -
Vacant / Undeveloped	13,018	2	13,018	12.81%	$ 58	13,018	$ 0.0045		30,522	2	30,522	8.54%	$ -	30,522	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
TOTAL	**102,496**		**101,592**	**100.00%**	**$ 454**	**102,496**	**$ 0.0044**		**439,800**		**357,331**	**100.00%**	**$ -**	**439,800**	**$ -**

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Wildfire Risk Reduction Services - Indirect Benefit Costs

TOTAL COST
$ 10,321

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 10,321

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)
Residential	73,598	2	73,598	71.81%	$ 7,411	73,598	$ 0.1007		65,474	2	65,474	14.89%	$ -	65,474	$ -
Commercial	7,604	2	7,604	7.42%	$ 766	7,604	$ 0.1007		136,018	2	136,018	30.93%	$ -	136,018	$ -
Open Space	1,237	2	1,237	1.21%	$ 125	1,237	$ 0.1007		13,187	2	13,187	3.00%	$ -	13,187	$ -
Institutional / Public	634	2	634	0.62%	$ 64	634	$ 0.1007		2,805	2	2,805	0.64%	$ -	2,805	$ -
Agriculture	5,501	2	5,501	5.37%	$ 554	5,501	$ 0.1007		109,325	2	109,325	24.86%	$ -	109,325	$ -
Designated Forest Land	904	2	904	0.88%	$ 91	904	$ 0.1007		82,469	2	82,469	18.75%	$ -	82,469	$ -
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 1,311	13,018	$ 0.1007		30,522	2	30,522	6.94%	$ -	30,522	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 10,321**	**102,496**	**$ 0.1007**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**

Notes:

Notes:

Wildfire Risk Reduction Services - Direct Benefit Costs

TOTAL COST
$ 104

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 104

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)
Residential	73,598	2	73,598	71.81%	$ 75	73,598	$ 0.0010		65,474	2	65,474	14.89%	$ -	65,474	$ -
Commercial	7,604	2	7,604	7.42%	$ 8	7,604	$ 0.0010		136,018	2	136,018	30.93%	$ -	136,018	$ -
Open Space	1,237	2	1,237	1.21%	$ 1	1,237	$ 0.0010		13,187	2	13,187	3.00%	$ -	13,187	$ -
Institutional / Public	634	2	634	0.62%	$ 1	634	$ 0.0010		2,805	2	2,805	0.64%	$ -	2,805	$ -
Agriculture	5,501	2	5,501	5.37%	$ 6	5,501	$ 0.0010		109,325	2	109,325	24.86%	$ -	109,325	$ -
Designated Forest Land	904	2	904	0.88%	$ 1	904	$ 0.0010		82,469	2	82,469	18.75%	$ -	82,469	$ -
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 13	13,018	$ 0.0010		30,522	2	30,522	6.94%	$ -	30,522	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 104**	**102,496**	**$ 0.0010**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Forest Health & Stewardship (WSCC / WA DNR) - Indirect Benefit Costs

TOTAL COST
$ 6,188

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 6,188

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	
Residential	73,598	2	73,598	71.81%	$ 4,443	73,598	$ 0.0604		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 459	7,604	$ 0.0604		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 75	1,237	$ 0.0604		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 38	634	$ 0.0604		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 332	5,501	$ 0.0604		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 55	904	$ 0.0604		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 786	13,018	$ 0.0604		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 6,188**	**102,496**	**$ 0.0604**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Forest Health & Stewardship (WSCC / WA DNR) - Direct Benefit Costs

TOTAL COST
$ 63

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 63

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	
Residential	73,598	2	73,598	74.57%	$ 47	73,598	$ 0.0006		65,474	2	65,474	17.61%	$ -	65,474	$ -	
Commercial	7,604	1	3,802	3.85%	$ 2	7,604	$ 0.0003		136,018	1	68,009	18.29%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.25%	$ 1	1,237	$ 0.0006		13,187	2	13,187	3.55%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.64%	$ 0	634	$ 0.0006		2,805	2	2,805	0.75%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.57%	$ 3	5,501	$ 0.0006		109,325	2	109,325	29.40%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.92%	$ 1	904	$ 0.0006		82,469	2	82,469	22.18%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	13.19%	$ 8	13,018	$ 0.0006		30,522	2	30,522	8.21%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**98,694**	**100.00%**	**$ 63**	**102,496**	**$ 0.0006**		**439,800**		**371,791**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

School & Community-based Watershed Education - Indirect Benefit Costs

TOTAL COST
$ 4,000

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 4,000

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	
Residential	73,598	2	73,598	71.81%	$ 2,872	73,598	$ 0.0390		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 297	7,604	$ 0.0390		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 48	1,237	$ 0.0390		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 25	634	$ 0.0390		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 215	5,501	$ 0.0390		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 35	904	$ 0.0390		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 508	13,018	$ 0.0390		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 4,000**	**102,496**	**$ 0.0390**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

School & Community-based Watershed Education - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	
Residential	73,598	2	73,598	71.81%	$ -	73,598	$ -		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ -	7,604	$ -		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ -	1,237	$ -		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ -	634	$ -		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ -	5,501	$ -		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ -	904	$ -		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ -	13,018	$ -		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Farmland / Forestland Protection Support - Indirect Benefit Costs

TOTAL COST
$ 1,709

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 1,709

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	
Residential	73,598	2	73,598	71.81%	$ 1,227	73,598	$ 0.0167		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 127	7,604	$ 0.0167		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 21	1,237	$ 0.0167		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 11	634	$ 0.0167		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 92	5,501	$ 0.0167		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 15	904	$ 0.0167		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 217	13,018	$ 0.0167		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 1,709**	**102,496**	**$ 0.0167**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Farmland / Forestland Protection Support - Direct Benefit Costs

TOTAL COST
$ 17

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 17

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	
Residential	73,598	2	73,598	71.81%	$ 12	73,598	$ 0.0002		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 1	7,604	$ 0.0002		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 0	1,237	$ 0.0002		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0002		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 1	5,501	$ 0.0002		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 0	904	$ 0.0002		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 2	13,018	$ 0.0002		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 17**	**102,496**	**$ 0.0002**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Local Food & Farming Support - Indirect Benefit Costs

TOTAL COST
$ 582

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 582

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	
Residential	73,598	2	73,598	71.81%	$ 418	73,598	$ 0.0057		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 43	7,604	$ 0.0057		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 7	1,237	$ 0.0057		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 4	634	$ 0.0057		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 31	5,501	$ 0.0057		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 5	904	$ 0.0057		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 74	13,018	$ 0.0057		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 582**	**102,496**	**$ 0.0057**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Local Food & Farming Support - Direct Benefit Costs

TOTAL COST
$ 6

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 6

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	
Residential	73,598	2	73,598	71.81%	$ 4	73,598	$ 0.0001		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 0	7,604	$ 0.0001		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 0	1,237	$ 0.0001		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0001		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 0	5,501	$ 0.0001		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 0	904	$ 0.0001		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 1	13,018	$ 0.0001		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 6**	**102,496**	**$ 0.0001**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Commercial Farm Assistance - Indirect Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)
Residential	73,598	2	73,598	71.81%	$ -	73,598	$ -		65,474	2	65,474	14.89%	$ -	65,474	$ -
Commercial	7,604	2	7,604	7.42%	$ -	7,604	$ -		136,018	2	136,018	30.93%	$ -	136,018	$ -
Open Space	1,237	2	1,237	1.21%	$ -	1,237	$ -		13,187	2	13,187	3.00%	$ -	13,187	$ -
Institutional / Public	634	2	634	0.62%	$ -	634	$ -		2,805	2	2,805	0.64%	$ -	2,805	$ -
Agriculture	5,501	2	5,501	5.37%	$ -	5,501	$ -		109,325	2	109,325	24.86%	$ -	109,325	$ -
Designated Forest Land	904	2	904	0.88%	$ -	904	$ -		82,469	2	82,469	18.75%	$ -	82,469	$ -
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ -	13,018	$ -		30,522	2	30,522	6.94%	$ -	30,522	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
TOTAL	**102,496**		**102,496**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**

Notes:

Notes:

Commercial Farm Assistance - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)
Residential	73,598	2	73,598	75.51%	$ -	73,598	$ -		65,474	2	65,474	22.74%	$ -	65,474	$ -
Commercial	7,604	1	3,802	3.90%	$ -	7,604	$ -		136,018	1	68,009	23.62%	$ -	136,018	$ -
Open Space	1,237	2	1,237	1.27%	$ -	1,237	$ -		13,187	2	13,187	4.58%	$ -	13,187	$ -
Institutional / Public	634	1	317	0.33%	$ -	634	$ -		2,805	1	1,402	0.49%	$ -	2,805	$ -
Agriculture	5,501	2	5,501	5.64%	$ -	5,501	$ -		109,325	2	109,325	37.97%	$ -	109,325	$ -
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -
Vacant / Undeveloped	13,018	2	13,018	13.36%	$ -	13,018	$ -		30,522	2	30,522	10.60%	$ -	30,522	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -
TOTAL	**102,496**		**97,473**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**287,920**	**100.00%**	**$ -**	**439,800**	**$ -**

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Agricultural Drainage Assistance - Indirect Benefit Costs

TOTAL COST
$ 425

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 425

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	
Residential	73,598	2	73,598	71.81%	$ 305	73,598	$ 0.0041		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 32	7,604	$ 0.0041		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 5	1,237	$ 0.0041		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 3	634	$ 0.0041		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 23	5,501	$ 0.0041		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 4	904	$ 0.0041		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 54	13,018	$ 0.0041		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 425**	**102,496**	**$ 0.0041**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Agricultural Drainage Assistance - Direct Benefit Costs

TOTAL COST
$ 75

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 75

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	
Residential	73,598	2	73,598	71.81%	$ 54	73,598	$ 0.0007		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 6	7,604	$ 0.0007		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 1	1,237	$ 0.0007		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0007		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 4	5,501	$ 0.0007		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 1	904	$ 0.0007		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 10	13,018	$ 0.0007		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 75**	**102,496**	**$ 0.0007**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Municipal Stormwater & Habitat Enhancement - Indirect Benefit Costs

TOTAL COST
$ 16,410

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 16,410

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost *(per Parcel)*	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost *(per Acres)*	
Residential	73,598	2	73,598	71.81%	$ 11,783	73,598	$ 0.1601		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 1,217	7,604	$ 0.1601		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 198	1,237	$ 0.1601		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 102	634	$ 0.1601		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 881	5,501	$ 0.1601		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 145	904	$ 0.1601		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 2,084	13,018	$ 0.1601		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 16,410**	**102,496**	**$ 0.1601**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Municipal Stormwater & Habitat Enhancement - Direct Benefit Costs

TOTAL COST
$ 166

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 166

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost *(per Parcel)*	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost *(per Acres)*	
Residential	73,598	2	73,598	71.81%	$ 119	73,598	$ 0.0016		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 12	7,604	$ 0.0016		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 2	1,237	$ 0.0016		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 1	634	$ 0.0016		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 9	5,501	$ 0.0016		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 1	904	$ 0.0016		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 21	13,018	$ 0.0016		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 166**	**102,496**	**$ 0.0016**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Administration - Indirect Benefit Costs

TOTAL COST
$ 67,624

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 67,624

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost *(per Parcel)*	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost *(per Acres)*	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Upl Habitat

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Residential	73,598	2	73,598	71.81%	$ 48,558	73,598	$ 0.6598		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 5,017	7,604	$ 0.6598		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 816	1,237	$ 0.6598		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 418	634	$ 0.6598		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 3,629	5,501	$ 0.6598		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 596	904	$ 0.6598		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 8,589	13,018	$ 0.6598		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 67,624**	**102,496**	**$ 0.6598**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

[a] Resource Designated Forest Land reflects # of owners

Administration - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	**No. of Parcels [a]**	**Benefits Adj. Factors**	**Adjusted Allocation Basis**	**% Share**	**Allocated Cost**	**Rate Basis** *No of Parcels*	**Unit Cost** (*per Parcel*)	**Notes**	**No. of Acres**	**Benefits Adj. Factors**	**Adjusted Allocation Basis**	**% Share**	**Allocated Cost**	**Rate Basis** *No of Acres*	**Unit Cost** (*per Acres*)	
Residential	73,598	2	73,598	71.81%	$ -	73,598	$ -		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ -	7,604	$ -		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ -	1,237	$ -		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ -	634	$ -		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ -	5,501	$ -		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ -	904	$ -		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ -	13,018	$ -		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Municipal Stormwater & Habitat Enhancement - Indirect Benefit Costs

TOTAL COST
$ 24,615

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 24,615

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 17,675	73,598	$ 0.2402		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 1,826	7,604	$ 0.2402		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 297	1,237	$ 0.2402		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 152	634	$ 0.2402		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 1,321	5,501	$ 0.2402		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 217	904	$ 0.2402		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 3,126	13,018	$ 0.2402		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 24,615**	**102,496**	**$ 0.2402**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

[a] Resource Designated Forest Land reflects # of owners

Municipal Stormwater & Habitat Enhancement - Direct Benefit Costs

TOTAL COST
$ 249

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 249

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 179	73,598	$ 0.0024		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 18	7,604	$ 0.0024		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 3	1,237	$ 0.0024		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 2	634	$ 0.0024		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 13	5,501	$ 0.0024		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 2	904	$ 0.0024		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 32	13,018	$ 0.0024		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 249**	**102,496**	**$ 0.0024**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Domestic Water Conservation - Indirect Benefit Costs

TOTAL COST
$ 38,400

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 38,400

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 27,573	73,598	$ 0.3746	
Commercial	7,604	2	7,604	7.42%	$ 2,849	7,604	$ 0.3746	
Open Space	1,237	2	1,237	1.21%	$ 463	1,237	$ 0.3746	
Institutional / Public	634	2	634	0.62%	$ 238	634	$ 0.3746	
Agriculture	5,501	2	5,501	5.37%	$ 2,061	5,501	$ 0.3746	
Designated Forest Land	904	2	904	0.88%	$ 339	904	$ 0.3746	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 4,877	13,018	$ 0.3746	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 38,400**	**102,496**	**$ 0.3746**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Domestic Water Conservation - Direct Benefit Costs

TOTAL COST
$ 388

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 388

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	84.27%	$ 327	73,598	$ 0.0044	
Commercial	7,604	2	7,604	8.71%	$ 34	7,604	$ 0.0044	
Open Space	1,237	0	-	0.00%	$ -	1,237	$ -	
Institutional / Public	634	2	634	0.73%	$ 3	634	$ 0.0044	
Agriculture	5,501	2	5,501	6.30%	$ 24	5,501	$ 0.0044	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -	
Vacant / Undeveloped	13,018	0	-	0.00%	$ -	13,018	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**87,337**	**100.00%**	**$ 388**	**102,496**	**$ 0.0038**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	20.88%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	43.37%	$ -	136,018	$ -	
Open Space	13,187	0	-	0.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.89%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	34.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	0	-	0.00%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**313,622**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Agriculture Water Conservation - Indirect Benefit Costs

TOTAL COST
$ 12,333

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 12,333

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 8,856	73,598	$ 0.1203		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 915	7,604	$ 0.1203		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 149	1,237	$ 0.1203		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 76	634	$ 0.1203		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 662	5,501	$ 0.1203		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 109	904	$ 0.1203		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 1,566	13,018	$ 0.1203		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 12,333**	**102,496**	**$ 0.1203**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Agriculture Water Conservation - Direct Benefit Costs

TOTAL COST
$ 125

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 125

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 89	73,598	$ 0.0012		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 9	7,604	$ 0.0012		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 2	1,237	$ 0.0012		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 1	634	$ 0.0012		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 7	5,501	$ 0.0012		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 1	904	$ 0.0012		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 16	13,018	$ 0.0012		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 125**	**102,496**	**$ 0.0012**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

School & Community-based Watershed Education - Indirect Benefit Costs

TOTAL COST
$ 4,250

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 4,250

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 3,052	73,598	$ 0.0415		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 315	7,604	$ 0.0415		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 51	1,237	$ 0.0415		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 26	634	$ 0.0415		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 228	5,501	$ 0.0415		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 37	904	$ 0.0415		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 540	13,018	$ 0.0415		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 4,250**	**102,496**	**$ 0.0415**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

School & Community-based Watershed Education - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ -	73,598	$ -		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ -	7,604	$ -		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ -	1,237	$ -		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ -	634	$ -		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ -	5,501	$ -		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ -	904	$ -		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ -	13,018	$ -		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Local Food & Farming Support - Indirect Benefit Costs

TOTAL COST
$ 582

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 582

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 418	73,598	$ 0.0057		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 43	7,604	$ 0.0057		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 7	1,237	$ 0.0057		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 4	634	$ 0.0057		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 31	5,501	$ 0.0057		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 5	904	$ 0.0057		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 74	13,018	$ 0.0057		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 582**	**102,496**	**$ 0.0057**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Local Food & Farming Support - Direct Benefit Costs

TOTAL COST
$ 6

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 6

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 4	73,598	$ 0.0001		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 0	7,604	$ 0.0001		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 0	1,237	$ 0.0001		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0001		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 0	5,501	$ 0.0001		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 0	904	$ 0.0001		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 1	13,018	$ 0.0001		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 6**	**102,496**	**$ 0.0001**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Farmland / Forestland Protection Support - Indirect Benefit Costs

TOTAL COST
$ 214

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 214

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 153	73,598	$ 0.0021		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 16	7,604	$ 0.0021		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 3	1,237	$ 0.0021		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 1	634	$ 0.0021		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 11	5,501	$ 0.0021		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 2	904	$ 0.0021		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 27	13,018	$ 0.0021		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 214**	**102,496**	**$ 0.0021**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Farmland / Forestland Protection Support - Direct Benefit Costs

TOTAL COST
$ 2

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 2

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 2	73,598	$ 0.0000		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 0	7,604	$ 0.0000		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 0	1,237	$ 0.0000		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0000		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 0	5,501	$ 0.0000		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 0	904	$ 0.0000		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 0	13,018	$ 0.0000		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 2**	**102,496**	**$ 0.0000**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Commercial Farm Assistance - Indirect Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ -	73,598	$ -		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ -	7,604	$ -		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ -	1,237	$ -		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ -	634	$ -		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ -	5,501	$ -		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ -	904	$ -		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ -	13,018	$ -		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Commercial Farm Assistance - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	75.51%	$ -	73,598	$ -		65,474	2	65,474	22.74%	$ -	65,474	$ -	
Commercial	7,604	1	3,802	3.90%	$ -	7,604	$ -		136,018	1	68,009	23.62%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.27%	$ -	1,237	$ -		13,187	2	13,187	4.58%	$ -	13,187	$ -	
Institutional / Public	634	1	317	0.33%	$ -	634	$ -		2,805	1	1,402	0.49%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.64%	$ -	5,501	$ -		109,325	2	109,325	37.97%	$ -	109,325	$ -	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	13.36%	$ -	13,018	$ -		30,522	2	30,522	10.60%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**97,473**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**287,920**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Agricultural Drainage Assistance - Indirect Benefit Costs

TOTAL COST
$ 425

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 425

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 305	73,598	$ 0.0041		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 32	7,604	$ 0.0041		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 5	1,237	$ 0.0041		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 3	634	$ 0.0041		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 23	5,501	$ 0.0041		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 4	904	$ 0.0041		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 54	13,018	$ 0.0041		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 425**	**102,496**	**$ 0.0041**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Agricultural Drainage Assistance - Direct Benefit Costs

TOTAL COST
$ 75

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 75

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 54	73,598	$ 0.0007		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 6	7,604	$ 0.0007		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 1	1,237	$ 0.0007		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0007		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 4	5,501	$ 0.0007		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 1	904	$ 0.0007		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 10	13,018	$ 0.0007		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 75**	**102,496**	**$ 0.0007**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Forest Health & Stewardship (WSCC / WA DNR) - Indirect Benefit Costs

TOTAL COST
$ 6,188

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 6,188

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 4,443	73,598	$ 0.0604	
Commercial	7,604	2	7,604	7.42%	$ 459	7,604	$ 0.0604	
Open Space	1,237	2	1,237	1.21%	$ 75	1,237	$ 0.0604	
Institutional / Public	634	2	634	0.62%	$ 38	634	$ 0.0604	
Agriculture	5,501	2	5,501	5.37%	$ 332	5,501	$ 0.0604	
Designated Forest Land	904	2	904	0.88%	$ 55	904	$ 0.0604	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 786	13,018	$ 0.0604	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 6,188**	**102,496**	**$ 0.0604**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Forest Health & Stewardship (WSCC / WA DNR) - Direct Benefit Costs

TOTAL COST
$ 63

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 63

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	74.57%	$ 47	73,598	$ 0.0006	
Commercial	7,604	1	3,802	3.85%	$ 2	7,604	$ 0.0003	
Open Space	1,237	2	1,237	1.25%	$ 1	1,237	$ 0.0006	
Institutional / Public	634	2	634	0.64%	$ 0	634	$ 0.0006	
Agriculture	5,501	2	5,501	5.57%	$ 3	5,501	$ 0.0006	
Designated Forest Land	904	2	904	0.92%	$ 1	904	$ 0.0006	
Vacant / Undeveloped	13,018	2	13,018	13.19%	$ 8	13,018	$ 0.0006	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**98,694**	**100.00%**	**$ 63**	**102,496**	**$ 0.0006**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	17.61%	$ -	65,474	$ -	
Commercial	136,018	1	68,009	18.29%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.55%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.75%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	29.40%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	22.18%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	8.21%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**371,791**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Climate-Friendly Farming Practices (WSCC SF&F) - Indirect Benefit Costs

TOTAL COST
$ 1,238

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 1,238

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost *(per Parcel)*	Notes
Residential	73,598	2	73,598	71.81%	$ 889	73,598	$ 0.0121	
Commercial	7,604	2	7,604	7.42%	$ 92	7,604	$ 0.0121	
Open Space	1,237	2	1,237	1.21%	$ 15	1,237	$ 0.0121	
Institutional / Public	634	2	634	0.62%	$ 8	634	$ 0.0121	
Agriculture	5,501	2	5,501	5.37%	$ 66	5,501	$ 0.0121	
Designated Forest Land	904	2	904	0.88%	$ 11	904	$ 0.0121	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 157	13,018	$ 0.0121	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 1,238**	**102,496**	**$ 0.0121**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost *(per Acres)*	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Climate-Friendly Farming Practices (WSCC SF&F) - Direct Benefit Costs

TOTAL COST
$ 13

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 13

% to be Recovered from "***per Acreage***" Charge:	0.0%
Allocated Cost Basis for "***per Acreage***" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost *(per Parcel)*	Notes
Residential	73,598	2	73,598	72.44%	$ 9	73,598	$ 0.0001	
Commercial	7,604	2	7,604	7.48%	$ 1	7,604	$ 0.0001	
Open Space	1,237	2	1,237	1.22%	$ 0	1,237	$ 0.0001	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0001	
Agriculture	5,501	2	5,501	5.41%	$ 1	5,501	$ 0.0001	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.81%	$ 2	13,018	$ 0.0001	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**101,592**	**100.00%**	**$ 13**	**102,496**	**$ 0.0001**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost *(per Acres)*	Notes
Residential	65,474	2	65,474	18.32%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	38.06%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.69%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.78%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	30.59%	$ -	109,325	$ -	
Designated Forest Land	82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	8.54%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**357,331**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Research & Effectiveness Monitoring - Indirect Benefit Costs

TOTAL COST
$ 34,160

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 34,160

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
	No. of Parcels	Benefits Adj.	Adjusted			Rate Basis	Unit Cost	

	2	Allocation of Costs				Calculation of Rates		
		Benefits Adj.	Adjusted			Rate Basis	Unit Cost	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Allocation Basis	% Share	Allocated Cost	No of Parcels	Unit Cost (per Parcel)	Notes	No. of Acres	Benefits Adj. Factors	Allocation Basis	% Share	Allocated Cost	No of Acres	Unit Cost (per Acres)	Notes
Residential	73,598	2	73,598	71.81%	$ 24,529	73,598	$ 0.3333		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 2,534	7,604	$ 0.3333		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 412	1,237	$ 0.3333		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 211	634	$ 0.3333		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 1,833	5,501	$ 0.3333		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 301	904	$ 0.3333		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 4,339	13,018	$ 0.3333		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 34,160**	**102,496**	**$ 0.3333**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

[a] Resource Designated Forest Land reflects # of owners

Research & Effectiveness Monitoring - Direct Benefit Costs

TOTAL COST
$ 345

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	**$ 345**

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	**$ -**

	1	Allocation of Costs			Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (per Parcel)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (per Acres)	Notes
Residential	73,598	2	73,598	74.81%	$ 258	73,598	$ 0.0035		65,474	2	65,474	17.68%	$ -	65,474	$ -	
Commercial	7,604	1	3,802	3.86%	$ 13	7,604	$ 0.0018		136,018	1	68,009	18.36%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.26%	$ 4	1,237	$ 0.0035		13,187	2	13,187	3.56%	$ -	13,187	$ -	
Institutional / Public	634	1	317	0.32%	$ 1	634	$ 0.0018		2,805	1	1,402	0.38%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.59%	$ 19	5,501	$ 0.0035		109,325	2	109,325	29.52%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.92%	$ 3	904	$ 0.0035		82,469	2	82,469	22.27%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	13.23%	$ 46	13,018	$ 0.0035		30,522	2	30,522	8.24%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**98,377**	**100.00%**	**$ 345**	**102,496**	**$ 0.0034**		**439,800**		**370,389**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Administration - Indirect Benefit Costs

TOTAL COST
$ 71,850

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	**$ 71,850**

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	**$ -**

	1	Allocation of Costs			Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (per Parcel)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (per Acres)	Notes
Residential	73,598	2	73,598	71.81%	$ 51,592	73,598	$ 0.7010		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 5,330	7,604	$ 0.7010		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 867	1,237	$ 0.7010		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 444	634	$ 0.7010		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 3,856	5,501	$ 0.7010		109,325	2	109,325	24.86%	$ -	109,325	$ -	

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Water Quantity (Incl stormwater quantity)

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Designated Forest Land	904	2	904	0.88%	$	634	904	$	0.7010		82,469	2	82,469	18.75%	$	-	82,469	$ -
Vacant / Undeveloped	13,018	2	13,018	12.70%	$	9,126	13,018	$	0.7010		30,522	2	30,522	6.94%	$	-	30,522	$ -
[Extra]	-	2	-	0.00%	$	-	-	$	-		-	2	-	0.00%	$	-	-	$ -
[Extra]	-	2	-	0.00%	$	-	-	$	-		-	2	-	0.00%	$	-	-	$ -
[Extra]	-	2	-	0.00%	$	-	-	$	-		-	2	-	0.00%	$	-	-	$ -
[Extra]	-	2	-	0.00%	$	-	-	$	-		-	2	-	0.00%	$	-	-	$ -
TOTAL	**102,496**		**102,496**	**100.00%**	**$**	**71,850**	**102,496**	**$**	**0.7010**		**439,800**		**439,800**	**100.00%**	**$**	**-**	**439,800**	**$ -**

Notes:

Notes:

Administration - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	0.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	100.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	**No. of Parcels [a]**	**Benefits Adj. Factors**	**Adjusted Allocation Basis**	**% Share**	**Allocated Cost**	**Rate Basis** *No of Parcels*	**Unit Cost** *(per Parcel)*	**Notes**	**No. of Acres**	**Benefits Adj. Factors**	**Adjusted Allocation Basis**	**% Share**	**Allocated Cost**	**Rate Basis** *No of Acres*	**Unit Cost** *(per Acres)*	**Notes**
Residential	73,598	1	36,799	63.71%	$ -	73,598	$ -		65,474	1	32,737	13.92%	$ -	65,474	$ -	
Commercial	7,604	1	3,802	6.58%	$ -	7,604	$ -		136,018	1	68,009	28.92%	$ -	136,018	$ -	
Open Space	1,237	1	619	1.07%	$ -	1,237	$ -		13,187	1	6,594	2.80%	$ -	13,187	$ -	
Institutional / Public	634	1	317	0.55%	$ -	634	$ -		2,805	1	1,402	0.60%	$ -	2,805	$ -	
Agriculture	5,501	1	2,751	4.76%	$ -	5,501	$ -		109,325	1	54,662	23.24%	$ -	109,325	$ -	
Designated Forest Land	904	1	452	0.78%	$ -	904	$ -		82,469	1	41,235	17.53%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	22.54%	$ -	13,018	$ -		30,522	2	30,522	12.98%	$ -	30,522	$ -	
[Extra]	-	1	-	0.00%	$ -	-	$ -		-	1	-	0.00%	$ -	-	$ -	
[Extra]	-	1	-	0.00%	$ -	-	$ -		-	1	-	0.00%	$ -	-	$ -	
[Extra]	-	1	-	0.00%	$ -	-	$ -		-	1	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**57,757**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**235,161**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Working Lands Conservation

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Non-commercial Farm Assistance - Indirect Benefit Costs

TOTAL COST
$ 73,561

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 73,561

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 52,821	73,598	$ 0.7177		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 5,457	7,604	$ 0.7177		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 888	1,237	$ 0.7177		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 455	634	$ 0.7177		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 3,948	5,501	$ 0.7177		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 649	904	$ 0.7177		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 9,343	13,018	$ 0.7177		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 73,561**	**102,496**	**$ 0.7177**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

[a] Resource Designated Forest Land reflects # of owners

Non-commercial Farm Assistance - Direct Benefit Costs

TOTAL COST
$ 743

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 743

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	78.31%	$ 582	73,598	$ 0.0079		65,474	2	65,474	29.58%	$ -	65,474	$ -	
Commercial	7,604	0	-	0.00%	$ -	7,604	$ -		136,018	0	-	0.00%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.32%	$ 10	1,237	$ 0.0079		13,187	2	13,187	5.96%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.67%	$ 5	634	$ 0.0079		2,805	2	2,805	1.27%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.85%	$ 43	5,501	$ 0.0079		109,325	2	109,325	49.40%	$ -	109,325	$ -	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	13.85%	$ 103	13,018	$ 0.0079		30,522	2	30,522	13.79%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**93,988**	**100.00%**	**$ 743**	**102,496**	**$ 0.0072**		**439,800**		**221,313**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Working Lands Conservation

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Commercial Farm Assistance - Indirect Benefit Costs

TOTAL COST
$ 39,182

% to be Recovered from "*per Parcel* " Charge:	100.0%
Allocated Cost Basis for "*per Parcel* " Charge:	$ 39,182

% to be Recovered from "*per Acreage* " Charge:	0.0%
Allocated Cost Basis for "*per Acreage* " Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 28,135	73,598	$ 0.3823		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 2,907	7,604	$ 0.3823		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 473	1,237	$ 0.3823		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 242	634	$ 0.3823		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 2,103	5,501	$ 0.3823		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 346	904	$ 0.3823		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 4,977	13,018	$ 0.3823		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 39,182**	**102,496**	**$ 0.3823**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Commercial Farm Assistance - Direct Benefit Costs

TOTAL COST
$ 396

% to be Recovered from "*per Parcel* " Charge:	100.0%
Allocated Cost Basis for "*per Parcel* " Charge:	$ 396

% to be Recovered from "*per Acreage* " Charge:	0.0%
Allocated Cost Basis for "*per Acreage* " Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	75.51%	$ 299	73,598	$ 0.0041		65,474	2	65,474	22.74%	$ -	65,474	$ -	
Commercial	7,604	1	3,802	3.90%	$ 15	7,604	$ 0.0020		136,018	1	68,009	23.62%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.27%	$ 5	1,237	$ 0.0041		13,187	2	13,187	4.58%	$ -	13,187	$ -	
Institutional / Public	634	1	317	0.33%	$ 1	634	$ 0.0020		2,805	1	1,402	0.49%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.64%	$ 22	5,501	$ 0.0041		109,325	2	109,325	37.97%	$ -	109,325	$ -	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	13.36%	$ 53	13,018	$ 0.0041		30,522	2	30,522	10.60%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**97,473**	**100.00%**	**$ 396**	**102,496**	**$ 0.0039**		**439,800**		**287,920**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Working Lands Conservation

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Research & Effectiveness Monitoring - Indirect Benefit Costs

TOTAL COST
$ 34,160

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 34,160

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 24,529	73,598	$ 0.3333		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 2,534	7,604	$ 0.3333		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 412	1,237	$ 0.3333		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 211	634	$ 0.3333		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 1,833	5,501	$ 0.3333		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 301	904	$ 0.3333		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 4,339	13,018	$ 0.3333		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 34,160**	**102,496**	**$ 0.3333**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Research & Effectiveness Monitoring - Direct Benefit Costs

TOTAL COST
$ 345

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 345

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	74.81%	$ 258	73,598	$ 0.0035		65,474	2	65,474	17.68%	$ -	65,474	$ -	
Commercial	7,604	1	3,802	3.86%	$ 13	7,604	$ 0.0018		136,018	1	68,009	18.36%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.26%	$ 4	1,237	$ 0.0035		13,187	2	13,187	3.56%	$ -	13,187	$ -	
Institutional / Public	634	1	317	0.32%	$ 1	634	$ 0.0018		2,805	1	1,402	0.38%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.59%	$ 19	5,501	$ 0.0035		109,325	2	109,325	29.52%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.92%	$ 3	904	$ 0.0035		82,469	2	82,469	22.27%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	13.23%	$ 46	13,018	$ 0.0035		30,522	2	30,522	8.24%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**98,377**	**100.00%**	**$ 345**	**102,496**	**$ 0.0034**		**439,800**		**370,389**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Working Lands Conservation

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Local Food & Farming Support - Indirect Benefit Costs

TOTAL COST
$ 8,731

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 8,731

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 6,269	73,598	$ 0.0852		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 648	7,604	$ 0.0852		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 105	1,237	$ 0.0852		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 54	634	$ 0.0852		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 469	5,501	$ 0.0852		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 77	904	$ 0.0852		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 1,109	13,018	$ 0.0852		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 8,731**	**102,496**	**$ 0.0852**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Local Food & Farming Support - Direct Benefit Costs

TOTAL COST
$ 88

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 88

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 63	73,598	$ 0.0009		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 7	7,604	$ 0.0009		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 1	1,237	$ 0.0009		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 1	634	$ 0.0009		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 5	5,501	$ 0.0009		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 1	904	$ 0.0009		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 11	13,018	$ 0.0009		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 88**	**102,496**	**$ 0.0009**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Working Lands Conservation

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Climate-Friendly Farming Practices (WSCC SF&F) - Indirect Benefit Costs

TOTAL COST
$ 1,238

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 1,238

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 889	73,598	$ 0.0121		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 92	7,604	$ 0.0121		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 15	1,237	$ 0.0121		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 8	634	$ 0.0121		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 66	5,501	$ 0.0121		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 11	904	$ 0.0121		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 157	13,018	$ 0.0121		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 1,238**	**102,496**	**$ 0.0121**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Climate-Friendly Farming Practices (WSCC SF&F) - Direct Benefit Costs

TOTAL COST
$ 13

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 13

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	72.44%	$ 9	73,598	$ 0.0001		65,474	2	65,474	18.32%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.48%	$ 1	7,604	$ 0.0001		136,018	2	136,018	38.06%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.22%	$ 0	1,237	$ 0.0001		13,187	2	13,187	3.69%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0001		2,805	2	2,805	0.78%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.41%	$ 1	5,501	$ 0.0001		109,325	2	109,325	30.59%	$ -	109,325	$ -	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.81%	$ 2	13,018	$ 0.0001		30,522	2	30,522	8.54%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**101,592**	**100.00%**	**$ 13**	**102,496**	**$ 0.0001**		**439,800**		**357,331**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Working Lands Conservation

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Farmland / Forestland Protection Support - Indirect Benefit Costs

TOTAL COST
$ 1,709

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 1,709

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 1,227	73,598	$ 0.0167	
Commercial	7,604	2	7,604	7.42%	$ 127	7,604	$ 0.0167	
Open Space	1,237	2	1,237	1.21%	$ 21	1,237	$ 0.0167	
Institutional / Public	634	2	634	0.62%	$ 11	634	$ 0.0167	
Agriculture	5,501	2	5,501	5.37%	$ 92	5,501	$ 0.0167	
Designated Forest Land	904	2	904	0.88%	$ 15	904	$ 0.0167	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 217	13,018	$ 0.0167	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 1,709**	**102,496**	**$ 0.0167**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Farmland / Forestland Protection Support - Direct Benefit Costs

TOTAL COST
$ 17

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 17

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 12	73,598	$ 0.0002	
Commercial	7,604	2	7,604	7.42%	$ 1	7,604	$ 0.0002	
Open Space	1,237	2	1,237	1.21%	$ 0	1,237	$ 0.0002	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0002	
Agriculture	5,501	2	5,501	5.37%	$ 1	5,501	$ 0.0002	
Designated Forest Land	904	2	904	0.88%	$ 0	904	$ 0.0002	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 2	13,018	$ 0.0002	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 17**	**102,496**	**$ 0.0002**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Working Lands Conservation

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Agricultural Drainage Assistance - Indirect Benefit Costs

TOTAL COST
$ 6,800

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 6,800

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 4,883	73,598	$ 0.0663	
Commercial	7,604	2	7,604	7.42%	$ 504	7,604	$ 0.0663	
Open Space	1,237	2	1,237	1.21%	$ 82	1,237	$ 0.0663	
Institutional / Public	634	2	634	0.62%	$ 42	634	$ 0.0663	
Agriculture	5,501	2	5,501	5.37%	$ 365	5,501	$ 0.0663	
Designated Forest Land	904	2	904	0.88%	$ 60	904	$ 0.0663	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 864	13,018	$ 0.0663	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 6,800**	**102,496**	**$ 0.0663**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Agricultural Drainage Assistance - Direct Benefit Costs

TOTAL COST
$ 1,200

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 1,200

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 862	73,598	$ 0.0117	
Commercial	7,604	2	7,604	7.42%	$ 89	7,604	$ 0.0117	
Open Space	1,237	2	1,237	1.21%	$ 14	1,237	$ 0.0117	
Institutional / Public	634	2	634	0.62%	$ 7	634	$ 0.0117	
Agriculture	5,501	2	5,501	5.37%	$ 64	5,501	$ 0.0117	
Designated Forest Land	904	2	904	0.88%	$ 11	904	$ 0.0117	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 152	13,018	$ 0.0117	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 1,200**	**102,496**	**$ 0.0117**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Working Lands Conservation

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Wildfire Risk Reduction Services - Indirect Benefit Costs

TOTAL COST
$ 15,481

% to be Recovered from "*per Parcel* " Charge:	100.0%
Allocated Cost Basis for "*per Parcel* " Charge:	$ 15,481

% to be Recovered from "*per Acreage* " Charge:	0.0%
Allocated Cost Basis for "*per Acreage* " Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 11,116	73,598	$ 0.1510	
Commercial	7,604	2	7,604	7.42%	$ 1,149	7,604	$ 0.1510	
Open Space	1,237	2	1,237	1.21%	$ 187	1,237	$ 0.1510	
Institutional / Public	634	2	634	0.62%	$ 96	634	$ 0.1510	
Agriculture	5,501	2	5,501	5.37%	$ 831	5,501	$ 0.1510	
Designated Forest Land	904	2	904	0.88%	$ 137	904	$ 0.1510	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 1,966	13,018	$ 0.1510	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 15,481**	**102,496**	**$ 0.1510**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Wildfire Risk Reduction Services - Direct Benefit Costs

TOTAL COST
$ 156

% to be Recovered from "*per Parcel* " Charge:	100.0%
Allocated Cost Basis for "*per Parcel* " Charge:	$ 156

% to be Recovered from "*per Acreage* " Charge:	0.0%
Allocated Cost Basis for "*per Acreage* " Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 112	73,598	$ 0.0015	
Commercial	7,604	2	7,604	7.42%	$ 12	7,604	$ 0.0015	
Open Space	1,237	2	1,237	1.21%	$ 2	1,237	$ 0.0015	
Institutional / Public	634	2	634	0.62%	$ 1	634	$ 0.0015	
Agriculture	5,501	2	5,501	5.37%	$ 8	5,501	$ 0.0015	
Designated Forest Land	904	2	904	0.88%	$ 1	904	$ 0.0015	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 20	13,018	$ 0.0015	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 156**	**102,496**	**$ 0.0015**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Working Lands Conservation

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

School & Community-based Watershed Education - Indirect Benefit Costs

TOTAL COST
$ 4,250

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 4,250

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 3,052	73,598	$ 0.0415	
Commercial	7,604	2	7,604	7.42%	$ 315	7,604	$ 0.0415	
Open Space	1,237	2	1,237	1.21%	$ 51	1,237	$ 0.0415	
Institutional / Public	634	2	634	0.62%	$ 26	634	$ 0.0415	
Agriculture	5,501	2	5,501	5.37%	$ 228	5,501	$ 0.0415	
Designated Forest Land	904	2	904	0.88%	$ 37	904	$ 0.0415	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 540	13,018	$ 0.0415	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 4,250**	**102,496**	**$ 0.0415**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

School & Community-based Watershed Education - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ -	73,598	$ -	
Commercial	7,604	2	7,604	7.42%	$ -	7,604	$ -	
Open Space	1,237	2	1,237	1.21%	$ -	1,237	$ -	
Institutional / Public	634	2	634	0.62%	$ -	634	$ -	
Agriculture	5,501	2	5,501	5.37%	$ -	5,501	$ -	
Designated Forest Land	904	2	904	0.88%	$ -	904	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ -	13,018	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ -**	**102,496**	**$ -**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Working Lands Conservation

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Administration - Indirect Benefit Costs

TOTAL COST
$ 71,850

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 71,850

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 51,592	73,598	$ 0.7010		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 5,330	7,604	$ 0.7010		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 867	1,237	$ 0.7010		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 444	634	$ 0.7010		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 3,856	5,501	$ 0.7010		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 634	904	$ 0.7010		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 9,126	13,018	$ 0.7010		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 71,850**	**102,496**	**$ 0.7010**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Administration - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	50.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	50.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ -	73,598	$ -		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ -	7,604	$ -		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ -	1,237	$ -		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ -	634	$ -		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ -	5,501	$ -		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ -	904	$ -		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ -	13,018	$ -		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Wildfire Risk Reduction Services - Indirect Benefit Costs

TOTAL COST
$ 77,406

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 77,406

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 55,582	73,598	$ 0.7552		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 5,743	7,604	$ 0.7552		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 934	1,237	$ 0.7552		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 479	634	$ 0.7552		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 4,154	5,501	$ 0.7552		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 683	904	$ 0.7552		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 9,831	13,018	$ 0.7552		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 77,406**	**102,496**	**$ 0.7552**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

[a] Resource Designated Forest Land reflects # of owners

Notes:

Wildfire Risk Reduction Services - Direct Benefit Costs

TOTAL COST
$ 782

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 782

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 561	73,598	$ 0.0076		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 58	7,604	$ 0.0076		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 9	1,237	$ 0.0076		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 5	634	$ 0.0076		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 42	5,501	$ 0.0076		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 7	904	$ 0.0076		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 99	13,018	$ 0.0076		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 782**	**102,496**	**$ 0.0076**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Domestic Water Conservation - Indirect Benefit Costs

TOTAL COST
$ 38,400

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 38,400

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 27,573	73,598	$ 0.3746		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 2,849	7,604	$ 0.3746		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 463	1,237	$ 0.3746		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 238	634	$ 0.3746		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 2,061	5,501	$ 0.3746		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 339	904	$ 0.3746		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 4,877	13,018	$ 0.3746		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 38,400**	**102,496**	**$ 0.3746**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Domestic Water Conservation - Direct Benefit Costs

TOTAL COST
$ 388

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 388

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	84.27%	$ 327	73,598	$ 0.0044		65,474	2	65,474	20.88%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	8.71%	$ 34	7,604	$ 0.0044		136,018	2	136,018	43.37%	$ -	136,018	$ -	
Open Space	1,237	0	-	0.00%	$ -	1,237	$ -		13,187	0	-	0.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.73%	$ 3	634	$ 0.0044		2,805	2	2,805	0.89%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	6.30%	$ 24	5,501	$ 0.0044		109,325	2	109,325	34.86%	$ -	109,325	$ -	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	0	-	0.00%	$ -	13,018	$ -		30,522	0	-	0.00%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**87,337**	**100.00%**	**$ 388**	**102,496**	**$ 0.0038**		**439,800**		**313,622**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Climate-Friendly Farming Practices (WSCC SF&F) - Indirect Benefit Costs

TOTAL COST
$ 21,038

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 21,038

% to be Recovered from "*per Parcel*" Charge:	0.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 15,106	73,598	$ 0.2053		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 1,561	7,604	$ 0.2053		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 254	1,237	$ 0.2053		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 130	634	$ 0.2053		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 1,129	5,501	$ 0.2053		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 186	904	$ 0.2053		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 2,672	13,018	$ 0.2053		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 21,038**	**102,496**	**$ 0.2053**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Climate-Friendly Farming Practices (WSCC SF&F) - Direct Benefit Costs

TOTAL COST
$ 213

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 213

% to be Recovered from "*per Parcel*" Charge:	0.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	72.44%	$ 154	73,598	$ 0.0021		65,474	2	65,474	18.32%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.48%	$ 16	7,604	$ 0.0021		136,018	2	136,018	38.06%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.22%	$ 3	1,237	$ 0.0021		13,187	2	13,187	3.69%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 1	634	$ 0.0021		2,805	2	2,805	0.78%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.41%	$ 12	5,501	$ 0.0021		109,325	2	109,325	30.59%	$ -	109,325	$ -	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.81%	$ 27	13,018	$ 0.0021		30,522	2	30,522	8.54%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**101,592**	**100.00%**	**$ 213**	**102,496**	**$ 0.0021**		**439,800**		**357,331**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Forest Health & Stewardship (WSCC / WA DNR) - Indirect Benefit Costs

TOTAL COST
$ 12,375

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 12,375

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 8,886	73,598	$ 0.1207	
Commercial	7,604	2	7,604	7.42%	$ 918	7,604	$ 0.1207	
Open Space	1,237	2	1,237	1.21%	$ 149	1,237	$ 0.1207	
Institutional / Public	634	2	634	0.62%	$ 77	634	$ 0.1207	
Agriculture	5,501	2	5,501	5.37%	$ 664	5,501	$ 0.1207	
Designated Forest Land	904	2	904	0.88%	$ 109	904	$ 0.1207	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 1,572	13,018	$ 0.1207	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 12,375**	**102,496**	**$ 0.1207**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Forest Health & Stewardship (WSCC / WA DNR) - Direct Benefit Costs

TOTAL COST
$ 125

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 125

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	74.57%	$ 93	73,598	$ 0.0013	
Commercial	7,604	1	3,802	3.85%	$ 5	7,604	$ 0.0006	
Open Space	1,237	2	1,237	1.25%	$ 2	1,237	$ 0.0013	
Institutional / Public	634	2	634	0.64%	$ 1	634	$ 0.0013	
Agriculture	5,501	2	5,501	5.57%	$ 7	5,501	$ 0.0013	
Designated Forest Land	904	2	904	0.92%	$ 1	904	$ 0.0013	
Vacant / Undeveloped	13,018	2	13,018	13.19%	$ 16	13,018	$ 0.0013	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**98,694**	**100.00%**	**$ 125**	**102,496**	**$ 0.0012**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	17.61%	$ -	65,474	$ -	
Commercial	136,018	1	68,009	18.29%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.55%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.75%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	29.40%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	22.18%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	8.21%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**371,791**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Agriculture Water Conservation - Indirect Benefit Costs

TOTAL COST
$ 12,333

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 12,333

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 8,856	73,598	$ 0.1203	
Commercial	7,604	2	7,604	7.42%	$ 915	7,604	$ 0.1203	
Open Space	1,237	2	1,237	1.21%	$ 149	1,237	$ 0.1203	
Institutional / Public	634	2	634	0.62%	$ 76	634	$ 0.1203	
Agriculture	5,501	2	5,501	5.37%	$ 662	5,501	$ 0.1203	
Designated Forest Land	904	2	904	0.88%	$ 109	904	$ 0.1203	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 1,566	13,018	$ 0.1203	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 12,333**	**102,496**	**$ 0.1203**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Agriculture Water Conservation - Direct Benefit Costs

TOTAL COST
$ 125

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 125

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes
Residential	73,598	2	73,598	71.81%	$ 89	73,598	$ 0.0012	
Commercial	7,604	2	7,604	7.42%	$ 9	7,604	$ 0.0012	
Open Space	1,237	2	1,237	1.21%	$ 2	1,237	$ 0.0012	
Institutional / Public	634	2	634	0.62%	$ 1	634	$ 0.0012	
Agriculture	5,501	2	5,501	5.37%	$ 7	5,501	$ 0.0012	
Designated Forest Land	904	2	904	0.88%	$ 1	904	$ 0.0012	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 16	13,018	$ 0.0012	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 125**	**102,496**	**$ 0.0012**	

Notes:

	2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -	
TOTAL	**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Extreme Weather Event Response - Indirect Benefit Costs

TOTAL COST
$ 8,182

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 8,182

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs			Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 5,875	73,598	$ 0.0798		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 607	7,604	$ 0.0798		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 99	1,237	$ 0.0798		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 51	634	$ 0.0798		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 439	5,501	$ 0.0798		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 72	904	$ 0.0798		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 1,039	13,018	$ 0.0798		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 8,182**	**102,496**	**$ 0.0798**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Extreme Weather Event Response - Direct Benefit Costs

TOTAL COST
$ 2,727

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 2,727

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs			Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 1,958	73,598	$ 0.0266		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 202	7,604	$ 0.0266		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 33	1,237	$ 0.0266		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 17	634	$ 0.0266		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 146	5,501	$ 0.0266		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 24	904	$ 0.0266		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 346	13,018	$ 0.0266		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 2,727**	**102,496**	**$ 0.0266**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

School & Community-based Watershed Education - Indirect Benefit Costs

TOTAL COST
$ 4,000

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 4,000

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs			Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 2,872	73,598	$ 0.0390		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 297	7,604	$ 0.0390		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 48	1,237	$ 0.0390		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 25	634	$ 0.0390		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 215	5,501	$ 0.0390		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 35	904	$ 0.0390		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 508	13,018	$ 0.0390		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 4,000**	**102,496**	**$ 0.0390**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

School & Community-based Watershed Education - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs			Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ -	73,598	$ -		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ -	7,604	$ -		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ -	1,237	$ -		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ -	634	$ -		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ -	5,501	$ -		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ -	904	$ -		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ -	13,018	$ -		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Local Food & Farming Support - Indirect Benefit Costs

TOTAL COST
$ 582

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 582

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs			Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 418	73,598	$ 0.0057		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 43	7,604	$ 0.0057		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 7	1,237	$ 0.0057		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 4	634	$ 0.0057		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 31	5,501	$ 0.0057		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 5	904	$ 0.0057		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 74	13,018	$ 0.0057		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 582**	**102,496**	**$ 0.0057**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Local Food & Farming Support - Direct Benefit Costs

TOTAL COST
$ 6

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 6

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs			Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 4	73,598	$ 0.0001		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 0	7,604	$ 0.0001		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 0	1,237	$ 0.0001		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0001		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 0	5,501	$ 0.0001		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 0	904	$ 0.0001		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 1	13,018	$ 0.0001		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 6**	**102,496**	**$ 0.0001**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Farmland / Forestland Protection Support - Indirect Benefit Costs

TOTAL COST
$ 214

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 214

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs			Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 153	73,598	$ 0.0021		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 16	7,604	$ 0.0021		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 3	1,237	$ 0.0021		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 1	634	$ 0.0021		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 11	5,501	$ 0.0021		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 2	904	$ 0.0021		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 27	13,018	$ 0.0021		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 214**	**102,496**	**$ 0.0021**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Farmland / Forestland Protection Support - Direct Benefit Costs

TOTAL COST
$ 2

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 2

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs			Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ 2	73,598	$ 0.0000		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 0	7,604	$ 0.0000		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 0	1,237	$ 0.0000		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 0	634	$ 0.0000		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 0	5,501	$ 0.0000		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 0	904	$ 0.0000		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 0	13,018	$ 0.0000		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 2**	**102,496**	**$ 0.0000**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Commercial Farm Assistance - Indirect Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	71.81%	$ -	73,598	$ -		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ -	7,604	$ -		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ -	1,237	$ -		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ -	634	$ -		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ -	5,501	$ -		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ -	904	$ -		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ -	13,018	$ -		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Commercial Farm Assistance - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Parcels*	Unit Cost (*per Parcel*)	Notes	No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis *No of Acres*	Unit Cost (*per Acres*)	Notes
Residential	73,598	2	73,598	75.51%	$ -	73,598	$ -		65,474	2	65,474	22.74%	$ -	65,474	$ -	
Commercial	7,604	1	3,802	3.90%	$ -	7,604	$ -		136,018	1	68,009	23.62%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.27%	$ -	1,237	$ -		13,187	2	13,187	4.58%	$ -	13,187	$ -	
Institutional / Public	634	1	317	0.33%	$ -	634	$ -		2,805	1	1,402	0.49%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.64%	$ -	5,501	$ -		109,325	2	109,325	37.97%	$ -	109,325	$ -	
Designated Forest Land	904	0	-	0.00%	$ -	904	$ -		82,469	0	-	0.00%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	13.36%	$ -	13,018	$ -		30,522	2	30,522	10.60%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**97,473**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**287,920**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

Administration - Indirect Benefit Costs

TOTAL COST
$ 67,624

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 67,624

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

	1	Allocation of Costs				Calculation of Rates			2	Allocation of Costs				Calculation of Rates		
			Adjusted			Rate Basis					Adjusted			Rate Basis		

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Climate Resiliency

0	No benefit
1	Partial benefit compared to other classes
2	Full proportional benefit compared to other classes

Land Use Category	No. of Parcels [a]	Benefits Adj. Factors	Allocation Basis	% Share	Allocated Cost	No of Parcels	Unit Cost (per Parcel)	Notes	No. of Acres	Benefits Adj. Factors	Allocation Basis	% Share	Allocated Cost	No of Acres	Unit Cost (per Acres)	Notes
Residential	73,598	2	73,598	71.81%	$ 48,558	73,598	$ 0.6598		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ 5,017	7,604	$ 0.6598		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ 816	1,237	$ 0.6598		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ 418	634	$ 0.6598		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ 3,629	5,501	$ 0.6598		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ 596	904	$ 0.6598		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 8,589	13,018	$ 0.6598		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 67,624**	**102,496**	**$ 0.6598**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

[a] Resource Designated Forest Land reflects # of owners

Notes:

Administration - Direct Benefit Costs

TOTAL COST
$ -

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ -

% to be Recovered from "*per Acreage*" Charge:	0.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ -

Land Use Category	1 — No. of Parcels [a]	Allocation of Costs: Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Calculation of Rates: Rate Basis No of Parcels	Unit Cost (per Parcel)	Notes	2 — No. of Acres	Benefits Adj. Factors	Adjusted Allocation Basis	% Share	Allocated Cost	Rate Basis No of Acres	Unit Cost (per Acres)	Notes
Residential	73,598	2	73,598	71.81%	$ -	73,598	$ -		65,474	2	65,474	14.89%	$ -	65,474	$ -	
Commercial	7,604	2	7,604	7.42%	$ -	7,604	$ -		136,018	2	136,018	30.93%	$ -	136,018	$ -	
Open Space	1,237	2	1,237	1.21%	$ -	1,237	$ -		13,187	2	13,187	3.00%	$ -	13,187	$ -	
Institutional / Public	634	2	634	0.62%	$ -	634	$ -		2,805	2	2,805	0.64%	$ -	2,805	$ -	
Agriculture	5,501	2	5,501	5.37%	$ -	5,501	$ -		109,325	2	109,325	24.86%	$ -	109,325	$ -	
Designated Forest Land	904	2	904	0.88%	$ -	904	$ -		82,469	2	82,469	18.75%	$ -	82,469	$ -	
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ -	13,018	$ -		30,522	2	30,522	6.94%	$ -	30,522	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
[Extra]	-	2	-	0.00%	$ -	-	$ -		-	2	-	0.00%	$ -	-	$ -	
TOTAL	**102,496**		**102,496**	**100.00%**	**$ -**	**102,496**	**$ -**		**439,800**		**439,800**	**100.00%**	**$ -**	**439,800**	**$ -**	

Notes:

Notes:

WHATCOM CONSERVATION DISTRICT

Rates & Charges Model

Rates

Calculated Rates and Revenue Reconciliation

Land Use Category	Calculated Rates		No of Charge Units		Revenue Reconciliation		
	Per Parcel	Per Acre	No of Parcels	No of Acres	Parcel Charge	Acreage Charge	TOTAL
Residential	$ 16.83	$ -	73,598	65,474	$ 1,239,011	$ -	**$ 1,239,011**
Commercial	$ 16.79	$ -	7,604	136,018	$ 127,694	$ -	**$ 127,694**
Open Space	$ 16.83	$ -	1,237	13,187	$ 20,816	$ -	**$ 20,816**
Institutional / Public	$ 16.82	$ -	634	2,805	$ 10,666	$ -	**$ 10,666**
Agriculture	$ 16.83	$ -	5,501	109,325	$ 92,579	$ -	**$ 92,579**
Designated Forest Land	$ 16.78	$ -	904	82,469	$ 15,165	$ -	**$ 15,165**
Vacant / Undeveloped	$ 16.83	$ -	13,018	30,522	$ 219,068	$ -	**$ 219,068**
TOTAL			**102,496**	**439,800**	**$ 1,725,000**	**$ -**	**$ 1,725,000**

Total Costs	*$ 2,275,000*
Less: Total Other Revenues	*$ (550,000)*
Net Revenues Needed from Rates	*$ 1,725,000*

Rates to be Charged and Revenue Calculation

Maximum Allowable Rates	Per Parcel	Per Acre
All Other Land Uses Max	$ 5.0000	$ 0.1000
Designated Forest Land Max	$ 3.0000	$ -

Land Use Category	Calculated Rates		No of Charge Units		Calculated Revenues		
	Per Parcel	Per Acre	No of Parcels	No of Acres	Parcel Charge	Acreage Charge	TOTAL
Residential	$ 5.00	$ -	73,598	65,474	$ 367,990	$ -	**$ 367,990**
Commercial	$ 4.99	$ -	7,604	136,018	$ 37,925	$ -	**$ 37,925**
Open Space	$ 5.00	$ -	1,237	13,187	$ 6,183	$ -	**$ 6,183**
Institutional / Public	$ 5.00	$ -	634	2,805	$ 3,168	$ -	**$ 3,168**
Agriculture	$ 5.00	$ -	5,501	109,325	$ 27,496	$ -	**$ 27,496**
Designated Forest Land	$ 2.99	$ -	904	82,469	$ 2,703	$ -	**$ 2,703**
Vacant / Undeveloped	$ 5.00	$ -	13,018	30,522	$ 65,064	$ -	**$ 65,064**
TOTAL			**102,496**	**439,800**	**$ 510,529**	**$ -**	**$ 510,529**

per RCW forest land maxes out at $3.00 per property owner and .01 per acre based on 10% of the weighted average of acreage charges imposed on all other land use

Estimated Revenue Loss

Land Use Category	Calculated Rates		No of Charge Units		Estimated Revenue Loss		
	Per Parcel	Per Acre	No of Parcels	No of Acres	Parcel Charge	Acreage Charge	TOTAL
Residential	$ (11.8349)	$ -	73,598	65,474	$ (871,021)	$ -	$ (871,021)
Commercial	$ (11.8054)	$ -	7,604	136,018	$ (89,768)	$ -	$ (89,768)
Open Space	$ (11.8301)	$ -	1,237	13,187	$ (14,634)	$ -	$ (14,634)
Institutional / Public	$ (11.8268)	$ -	634	2,805	$ (7,498)	$ -	$ (7,498)
Agriculture	$ (11.8310)	$ -	5,501	109,325	$ (65,082)	$ -	$ (65,082)
Designated Forest Land	$ (13.7857)	$ -	904	82,469	$ (12,462)	$ -	$ (12,462)
Vacant / Undeveloped	$ (11.8301)	$ -	13,018	30,522	$ (154,004)	$ -	$ (154,004)
TOTAL			**102,496**	**439,800**	**$ (1,214,471)**	**$ -**	**$ (1,214,471)**

APPENDIX B: BOARD PRESENTATION PACKET

Whatcom CONSERVATION DISTRICT

Rates and Charges Proposal



Brandy Reed, District Manager - Whatcom CD
Brooke Tacia, Project Manager – FCS Group

June 27, 2022

FCS GROUP
Solutions-Oriented Consulting

Rates and Charges Agenda

- Rates and charges overview
- General cost allocation approach
- Review customer base and district budget
- Summary of proposed rates
- Sample bills
- Questions and input

Rates and Charges Overview

- Worked with staff over the last several months to develop a rates and charges proposal to support CD operations.
- An adopted rate would be an amount included on the property tax bill each year.
- Rates are a reliable and predictable revenue source to help provide more financial stability to the Conservation District.
- Proposed rates have a ceiling and cannot be raised without concurrence from the County Council and Conservation District's Board of Supervisors.
- Maximum ten-year term for proposed rates.

How is the CD funded?

- District activities are currently supported through a combination of project-specific federal, state and local grants.
- Grant funding fluctuates year-to-year and is an unsecured revenue source.
- Implementing a system of rates and charges will provide reliable conservation activity funding that will be tied to the direct and indirect benefits to each parcel.
- Having a reliable foundation for operations will help ensure certain work can continue and important services are offered consistently.
- Every dollar brought in through the rate will leverage additional state and federal grant funds for landowner assistance in Whatcom County.

Rates and Charges System – RCW 89.08.405

- **Conservation District "rates and charges" option is an alternative to an assessment approach**

- **The charge can be an annual maximum of:**
  - Annual per parcel amount
    - ≤ $5/parcel
  - Annual per acre amount
    - ≤ $0.10/acre
  - Annual per parcel (≤ $5 /parcel) + per acre amount (≤ $0.10/acre)

- **Designated forest lands have lower annual maximum rates**
  - $3 per landowner

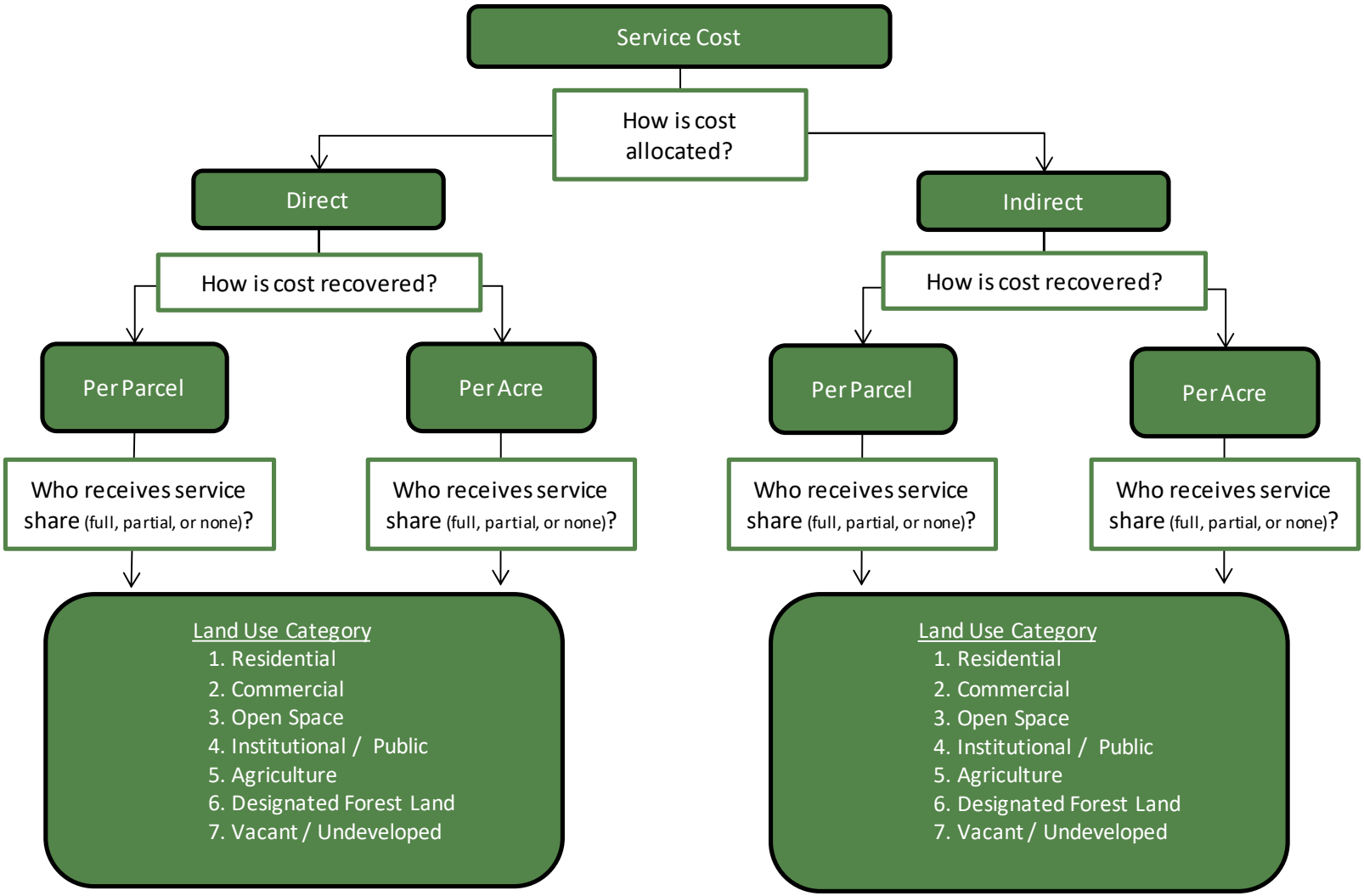
Rates vs. Assessments

- A **rate** is a charge intended to recover the cost of public programs based on services received or mitigation needed
  - » Services received/impact may be indirect
    - – May be different for each Program/Service offered
    - – May be different for each land use category
- An **assessment** is a user charge intended to recover the cost of improvements/services that increase the value of the property charged

General Approach

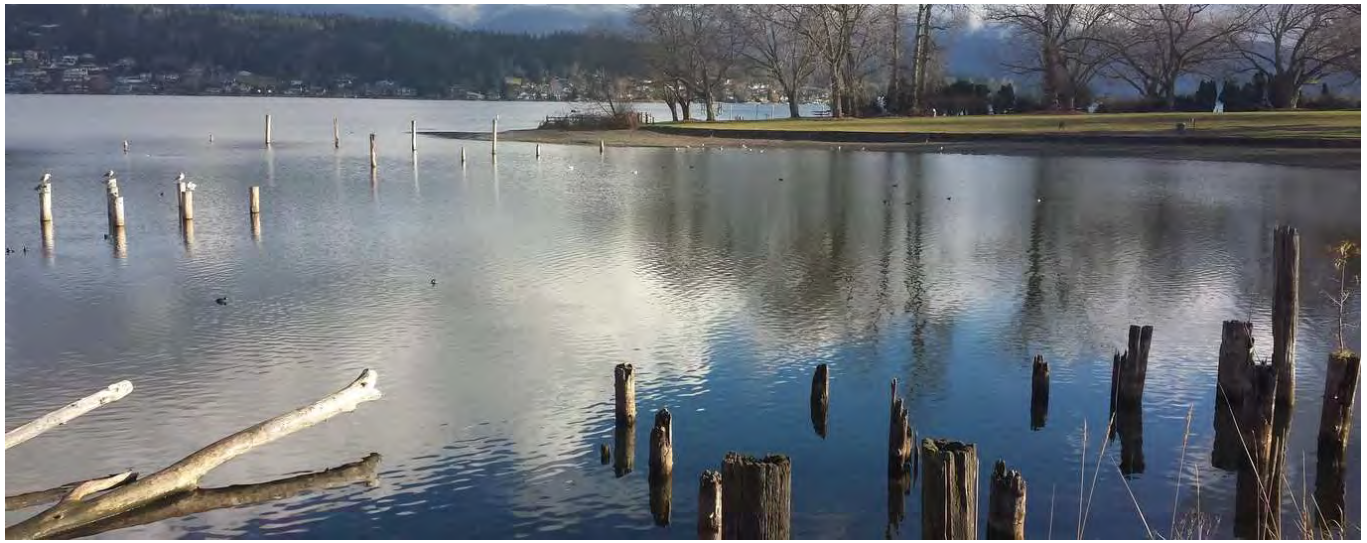
1. **Define Key Programs**
   - » Water Quality (incl. stormwater quality)
   - » Aquatic Habitat
   - » Upland Habitat
   - » Etc.
2. **Allocate Service & Associated Cost between Direct & Indirect**
3. **Determine Cost Recovery Basis (per acre v. per parcel)**
4. **Evaluate Customer Types Served by Program**
5. **Calculate Rates by Customer Type**

Allocation Process



Customer Base

- **The land use categories are based on the present Department of Revenue land use of each parcel in the Whatcom County Assessor's database**
- **There are a total of 102,496 chargeable parcels and 439,800 chargeable acres in the Conservation District service area**
  - » In addition to the unincorporated County, all cities have "opted in" to the Conservation District



Whatcom CD Budget



Water Quality (incl. Stormwater Quality)	$807,688



Aquatic Habitat	$555,597



Upland Habitat	$209,757



Water Quantity (incl. Stormwater Quantity)	$195,518



Working Lands Conservation	$259,920



Climate Resiliency and Preparedness	$246,520



GRAND TOTAL:	**$2,275,000**

Revenue Requirement

Calculated Rates and Revenue Reconciliation

Land Use Category	Calculated Rates		No of Charge Units		Revenue Reconciliation		
	Per Parcel	Per Acre	No of Parcels	No of Acres	Parcel Charge	Acreage Charge	TOTAL
Residential	$ 16.81	$ 0.01	73,598	65,474	$ 1,237,131	$ 586	**$ 1,237,717**
Commercial	$ 16.78	$ 0.00	7,604	136,018	$ 127,614	$ 383	**$ 127,997**
Open Space	$ 16.80	$ 0.01	1,237	13,187	$ 20,785	$ 118	**$ 20,903**
Institutional / Public	$ 16.80	$ 0.01	634	2,805	$ 10,652	$ 22	**$ 10,674**
Agriculture	$ 16.80	$ 0.01	5,501	109,325	$ 92,438	$ 978	**$ 93,416**
Designated Forest Land	$ 16.77	$ 0.00	904	82,469	$ 15,159	$ 124	**$ 15,284**
Vacant / Undeveloped	$ 16.80	$ 0.01	13,018	30,522	$ 218,736	$ 273	**$ 219,009**
TOTAL			**102,496**	**439,800**	**$ 1,722,515**	**$ 2,485**	**$ 1,725,000**

Total Costs	*$ 2,275,000*
Less: Total Other Revenues	*$ (550,000)*
Net Revenues Needed from Rates	*$ 1,725,000*

- **Calculated rates to achieve full cost recovery based on unit costs developed during allocation process**
- **Full costs are adjusted for revenue expected from other sources (WSCC)**

Whatcom CD Rate Proposal

Land Use Category	Calculated Rates		No of Charge Units		Calculated Revenues		
	Per Parcel	Per Acre	No of Parcels	No of Acres	Parcel Charge	Acreage Charge	TOTAL
Residential	$ 5.00	$ 0.01	73,598	65,474	$ 367,990	$ 586	**$ 368,576**
Commercial	$ 4.99	$ 0.00	7,604	136,018	$ 37,959	$ 383	**$ 38,342**
Open Space	$ 5.00	$ 0.01	1,237	13,187	$ 6,183	$ 118	**$ 6,301**
Institutional / Public	$ 5.00	$ 0.01	634	2,805	$ 3,168	$ 22	**$ 3,191**
Agriculture	$ 5.00	$ 0.01	5,501	109,325	$ 27,496	$ 978	**$ 28,474**
Designated Forest Land	$ 2.99	$ -	904	82,469	$ 2,703	$ -	**$ 2,703**
Vacant / Undeveloped	$ 5.00	$ 0.01	13,018	30,522	$ 65,064	$ 273	**$ 65,337**
TOTAL			**102,496**	**439,800**	**$ 510,563**	**$ 2,361**	**$ 512,924**

- **Rates are proportionately reduced to meet required $5.00 per parcel and $0.10 per acre rate cap, per statute**

Sample Allocation - Step 1

Natural Resource Priority	Total Cost	Allocation Factors
Water Quality (Incl stormwater quality)		
Non-commercial Farm Assistance	$ 222,912	1% Direct / 99% Indirect
Lake Whatcom Stormwater & Habitat Enhancement	136,298	1% Direct / 99% Indirect
Commercial Farm Assistance	118,735	1% Direct / 99% Indirect
Research & Effectiveness Monitoring	69,010	1% Direct / 99% Indirect
Riparian Habitat Enhancement	129,731	1% Direct / 99% Indirect
Municipal Stormwater & Habitat Enhancement	41,440	1% Direct / 99% Indirect
Extreme Weather Event Response	10,909	25% Direct / 75% Indirect
School & Community-based Watershed Education	4,250	All Indirect
Local Food & Farming Support	588	1% Direct / 99% Indirect
Farmland / Forestland Protection Support	216	1% Direct / 99% Indirect
Climate-Friendly Farming Practices (WSCC SF&F)	1,250	1% Direct / 99% Indirect
Agricultural Drainage Assistance	500	15% Direct/85% Indirect
Administration	71,850	All Indirect
Subtotal	**$ 807,688**	

- **Majority of benefits received from District activities are widespread and provide indirect benefit to all property owners in the County**

Sample Allocation – Steps 2 & 3 – Indirect Costs

Non-commercial Farm Assistance - Indirect Benefit Costs

TOTAL COST
$ 220,683

% to be Recovered from "*per Parcel*" Charge:	100.0%
Allocated Cost Basis for "*per Parcel*" Charge:	**$ 220,683**

Land Use Category	No. of Parcels	Allocation of Costs: Benefits Adj. Factors	Adjusted Allocation	% Share	Allocated Cost	Unit Cost (*per Parcel*)
Residential	73,598	2	73,598	71.81%	$ 158,463	$ 2.1531
Commercial	7,604	2	7,604	7.42%	$ 16,372	$ 2.1531
Open Space	1,237	2	1,237	1.21%	$ 2,663	$ 2.1531
Institutional / Public	634	2	634	0.62%	$ 1,365	$ 2.1531
Agriculture	5,501	2	5,501	5.37%	$ 11,844	$ 2.1531
Designated Forest Land	904	2	904	0.88%	$ 1,946	$ 2.1531
Vacant / Undeveloped	13,018	2	13,018	12.70%	$ 28,029	$ 2.1531
TOTAL	**102,496**		**102,496**	**100.00%**	**$ 220,683**	**$ 2.1531**

- **All indirect cost recovery was allocated proportionately to all land use types and does not vary with the size of the parcel**

Sample Allocation – Steps 2 & 3 – Direct Costs

Non-commercial Farm Assistance - Direct Benefit Costs

TOTAL COST
$ 2,229

% to be Recovered from "*per Parcel*" Charge:	50.0%
Allocated Cost Basis for "*per Parcel*" Charge:	$ 1,115

% to be Recovered from "*per Acreage*" Charge:	50.0%
Allocated Cost Basis for "*per Acreage*" Charge:	$ 1,115

	Allocation of per Parcel Costs						Allocation of Per Acre Costs				
Land Use Category	No. of Parcels	Benefits Adj. Factors	Adjusted Allocation	% Share	Allocated Cost	Unit Cost (*per Parcel*)	No. of Acres	Adjusted Allocation	% Share	Allocated Cost	Unit Cost (*per Acres*)
Residential	73,598	2	73,598	78.31%	$ 873	$ 0.0119	65,474	65,474	29.58%	$ 330	$ 0.0050
Commercial	7,604	0	-	0.00%	$ -	$ -	136,018	-	0.00%	$ -	$ -
Open Space	1,237	2	1,237	1.32%	$ 15	$ 0.0119	13,187	13,187	5.96%	$ 66	$ 0.0050
Institutional / Public	634	2	634	0.67%	$ 8	$ 0.0119	2,805	2,805	1.27%	$ 14	$ 0.0050
Agriculture	5,501	2	5,501	5.85%	$ 65	$ 0.0119	109,325	109,325	49.40%	$ 551	$ 0.0050
Designated Forest Land	904	0	-	0.00%	$ -	$ -	82,469	-	0.00%	$ -	$ -
Vacant / Undeveloped	13,018	2	13,018	13.85%	$ 154	$ 0.0119	30,522	30,522	13.79%	$ 154	$ 0.0050
TOTAL	**102,496**		**93,988**	**100.00%**	**$ 1,115**	**$ 0.0109**	**439,800**	**221,313**	**100.00%**	**$ 1,115**	**$ 0.0025**

- **Direct cost recovery benefits varied by size of parcel and land use type depending on program expenses**

Sample Charges

Description	Annual Charge
A residential parcel with 1 acre	$5.01/year
A 20-acre farm	$5.23/year
A 100-acre designated forest property	$2.99/year
A 500-acre farm with 4 parcels	$25.89/year
A 1000-acre farm with 8 parcels	$51.79/year

In Summary

- Rates are a more stable revenue source to provide funding for the Conservation District
- Proposed rates have a ceiling and cannot be raised without concurrence from the County Council and Conservation District Board of Supervisors
- Maximum ten-year term for proposed rates

Next Steps

- **Board input**
- **Public hearings**
  - July 7th
  - July 11th
- **District Board adoption by July 25th**
- **County Council adoption by mid-December for 2023 implementation**

Thank you! Questions?

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FCS GROUP
Solutions-Oriented Consulting



Exhibit C

Resolutions

WHATCOM CONSERVATION DISTRICT
WHATCOM COUNTY, WASHINGTON

RESOLUTION NO. 22-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WHATCOM CONSERVATION DISTRICT, WHATCOM COUNTY, WASHINGTON, ESTABLISHING THE PROPOSED 2023 PROGRAM OF WORK AND RATES & CHARGES APPROPRIATIONS BUDGET.

WHEREAS, the Board of Supervisors of the Whatcom Conservation District desires to formally establish the proposed 2023 Program of Work and Rates and Charges Appropriations Budget; now, therefore

BE IT RESOLVED by the Board of Supervisors of the Whatcom Conservation District, Whatcom County, Washington, as follows:

Section 1. The Whatcom Conservation District Board of Supervisors approved the proposed 2023 Program of Work and Rates and Charges Appropriations Budget on July 25, 2022; and

Section 2. All District resolutions, policies and procedures are hereby modified, amended, and superseded to be in accordance with this Resolution.

ADOPTED BY THE BOARD OF SUPERVISORS of the Whatcom Conservation District, Washington, at a regular open public meeting thereof, and effective this 25th day of July, 2022.

Heather Christianson, Chair

CERTIFICATE

I, Valeri Wade, Secretary of the Board of Supervisors, Whatcom County, Washington, do hereby certify that the foregoing resolution is a true and correct copy of Resolution No. 22-01 of such Board, duly adopted at a regular meeting thereof held on the 25th day of July, 2022, by the members of such Board in attendance at such meeting and attested by myself in authentication of such adoption.

Valeri Wade

Valeri Wade, Secretary/Auditor

WHATCOM CONSERVATION DISTRICT
WHATCOM COUNTY, WASHINGTON

RESOLUTION NO. 22-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WHATCOM CONSERVATION DISTRICT, WHATCOM COUNTY, WASHINGTON, RELATING TO A SYSTEM OF RATES AND CHARGES; PROPOSING A SYSTEM OF RATES AND CHARGES TO WHATCOM COUNTY, WASHINGTON; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO, ALL AS MORE PARTICULARLY SET FORTH HEREIN.

SECTION 1. FINDINGS AND DETERMINATIONS. The Board of Supervisors ("Board") of the Whatcom Conservation District ("District") hereby makes and enters the following findings and determinations:

1.1. The District is a governmental subdivision of the State of Washington and a public body corporate and politic, created in Whatcom County and operating since 1946. As a requirement for District formation, the State Conservation Commission found that "the public health, safety, and welfare warrant the creation" of the District. RCW 89.08.100. In addition, the Legislature made express findings relating to conservation districts, stating that "the preservation of these lands is necessary to protect and promote the health, safety, and general welfare of its people" and that "it is hereby declared to be the policy of the legislature to provide for the conservation of the renewable resources of the state . . . and thereby . . . to protect and promote the health, safety, and general welfare of the people of this state." RCW 89.08.010. Under chapter 89.08 RCW, the Legislature has provided that the programs, services, and improvements of the District are necessary to the public health, safety and welfare of the District and the state. The District exercises its functions throughout Whatcom County and currently in the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas.

1.2 Past and continuing improper land-use practices have caused and contributed to a progressively more serious erosion and degradation of the lands of the District. It is necessary that land-use practices contributing to soil erosion be discouraged and discontinued, and that efforts to provide for appropriate soil-conserving land-use practices, works of improvement for flood prevention, and efforts furthering agricultural and nonagricultural phases of conservation, development, utilization and disposal of water, be adopted and carried out to preserve natural resources, protect public and private lands, and protect and promote the health, safety and general welfare of the people of the District (the "Conservation Projects"). The District programs assist in managing land for sustainable, profitable production of food and crops as a better alternative than leaving lands to become filled with noxious weeds or converted to polluting activities. Many District programs are designed to help private land owners, residents, and managers of land do a better job of protecting natural resources as they make a living from or using their land.

1.3 Pursuant to chapter 89.08 RCW, the District is responsible for and authorized to carry out Conservation Projects within the District, including but not limited to soil conservation; measures to address property compliance with federal, state and local laws and regulations, including Clean Water Act standards or Endangered Species Act requirements; aquatic and upland habitat protection, restoration, and technical assistance; NPDES support; educational and demonstrational projects; water quality monitoring; rain garden programs; invasive species control services; and assistance relating to stewardship of working lands, such as agriculture and forest land. District Conservation Projects and improvements include, but are not limited to education, technical assistance, and financial incentives that promote the sustainable uses of natural resources through responsible stewardship and are describes as follows:

1.3.1 The District works directly with private landowners, residents, and land managers who have direct control over management activities on their lands, for the benefit of those properties and the land and waters of the District. The District does this by conducting personal site visits, developing conservation best management practice, and stewardship plans, and conducting community education workshops, tours, and trainings on topics such as livestock management, shoreline protection and enhancement, watersheds, salmon, native plants, and stream ecology.

1.3.2 The District conducts cooperative activities to protect and enhance aquatic resources upon urban, suburban and rural properties by coordinating, designing, and implementing stream corridor improvement projects that control infestations of invasive species such as knotweed, blackberry, and Reed canary grass, and plant trees and shrubs to revegetate riparian corridors. The District contributes to conserving and protecting threatened and endangered salmonid species by designing and installing fish passage barrier removal projects.

1.3.3 The District conducts cooperative activities to maintain and reopen recreational and commercial shellfish production areas by conducting workshops, tours, and trainings and providing technical assistance to reduce pathogens, nutrients, erosion and sedimentation that damage shellfish beds.

1.3.4 The District conducts cooperative activities to improve water quality and conserve water by promoting best management practices at fairs, other public events, workshops, tours, and trainings on topics such as water quality protection and enhancement, stormwater management, and water conservation. The District conducts site visits and coordinates, designs, and implements water quality and quantity best management practices with landowners, residents, and land managers who have direct control over water management practices and activities on their lands. The District manages and maintains a County-wide water quality data warehouse by collating regional water quality data and sharing data analysis with regional partners. The District maintains the Application Risk Management System (ARM) to avoid polluted runoff, and partners with municipalities and other partners on specific projects to address local Total Maximum Daily Loads (TMDL). The District awards targeted incentives, including financial assistance (cost-share, conservation rebates, etc.) to reduce polluted runoff and conserve water, and provides manure spreading equipment in combination with application plans to reduce polluted runoff. All of these projects offset the cost of Clean Water Act compliance for jurisdictions and ratepayers.

1.3.5 The District leads stormwater management projects at the request of partners (cities and Whatcom County) to help those jurisdictions meet NPDES permit requirements and offset burdens on rates and charges for storm water management programs.

1.3.6 The District conserves and protects high quality agricultural soils and other working lands by providing landowner education and development of best management practices plans to help farmers and livestock owners comply with State mandates and County regulations, thereby offsetting the cost and burden of certain agricultural impacts. The District provides technical assistance and funding opportunities to retain and steward high quality agricultural soils (e.g., CREP). The District awards targeted incentives, including financial assistance (cost-share) to reduce soil erosion, improve soil tilth, and support better and more regular access to local agriculture products. The District provides equipment to support local food production (e.g., poultry processing unit).

1.3.7 The District conducts cooperative activities to improve the climate resilience of woodlots, forest, and upland wildlife habitat upon urban, suburban and rural properties through personal site visits with landowners, residents, and land managers who have direct control over management practices and activities on their lands. The District provides community-based fire risk management education and training; prepares fire risk reduction plans; and plans and implements fire risk reduction projects such as Chipper Days.

1.3.8 The District identified additional program opportunities through public input received by on-line survey associated with the District's long-range planning process, direct one-on-one engagement with stakeholders, and public comment received at two public hearings. These are described as follows:

A. Conducting cooperative activities to restore forest health and resilience and upland habitat upon urban, suburban and rural properties through personal site visits with private landowners who have direct control over management practices and activities on their lands; community-based forest management education and training; forest stewardship project planning; and award of targeted incentive such as financial assistance (cost-share).
B. Contributing to the economic viability of local agricultural businesses by supporting efforts to prevent land conversion. Such activities include technical assistance provided to local farms, other working lands, and other agricultural support organizations to the benefit of both the agricultural community and residents residing within the District who receive better and more regular access to local produce, agricultural products, and other working land products.
C. Contributing to local and regional efforts to mitigate the natural resource impacts associated with extreme weather events.

1.3.9 These and other District Conservation Programs, services, and activities are described in the *Program of Work and Rates and Charges Proposal for Whatcom Conservation District* which was approved and adopted by the Board pursuant to Resolution No. 22-01 and is incorporated herein by reference. The District will consider and adopt additional programs of

work on an annual basis covering any period for which a system of rates and charges is in effect, which programs of work will take into account the needs and concerns of the District's constituents.

1.3.10 The District's constituents and partners have indicated a desire for continued and strengthened natural resource services delivered by the District as evidenced by supportive feedback via the following outreach and engagement activities:

A. Online customer survey with 244 stakeholders;
B. District staff and board member presentations to Whatcom County Watershed Improvement Districts, All Breeds Goat Club, Dairy Irrigation Field Day, and Nooksack Salmon Enhancement Association;
C. Discussions at local and regional events including 2022 Farm Expo, Birch Bay Beach Clean-up Day, Farm Speaker Series at NW Therapeutic Riding Center, Whatcom Wildlife Bio Blitz Community Science Days, Lama & Alpaca Appreciation Day, and Whatcom Conservation District Board of Supervisor monthly meetings;
D. Discussions with stakeholders through an outreach campaign; and
E. Engagement of online newsletter subscribers and social media readers.

1.4 Part of the regulations and controls under both federal and state law regarding water pollution is the establishment and maintenance of appropriate measures for education and implementation of best management practices. See 33 U.S.C. 1251 *et seq.*; 40 CFR 122.26(d)(2)(iv) (required measures for State NPDES programs including education and planning to implement best management practices and control techniques to reduce pollutants); and Washington Department of Ecology Phase I Municipal Stormwater Permit for Whatcom County (requiring education and outreach program). The District provides such service both independently and together with Whatcom County and cities within the District. The City of Lynden has contracted with the District since 2015 to provide several elements of the mandated education and outreach programs.

1.5 The District Board of Supervisors held public hearings and received public comments on a program of work and associated rates and charges appropriations budget and adopted that program of work and rates and charges appropriations budget by motion on July 25, 2022, and by Resolution No. 22-01 on July 25, 2022 which forms the basis of the District's proposed system of rates and charges.

1.6 Certain properties within the District receive direct or indirect benefit from the carrying out of Conservation Projects. Direct benefits are those benefits arising out of Conservation Projects conducted on site. Indirect benefits are those benefits received at other locations (e.g., downstream or on adjacent parcels) from the Conservation Projects on actual sites.

1.7 It is appropriate for property owners within the District that benefit either directly or indirectly from the District's Conservation Projects to pay for the cost of carrying out the Conservation Projects.

1.8 The District engaged FCS Group ("FCS"), an independent financial consulting firm that provides economic, public finance, management consulting, and financial (rates, charges, and fees) services to public sector entities throughout the country, including city and county governments, utilities, ports, special purpose districts, and state agencies. FCS has evaluated the services provided by the District and has developed a rate structure, as part of the Whatcom Conservation District Rate Study (FCS Group, July, 2022) that allocates the costs of District services to various classes of property.

1.9 In determining a rate structure, the Board has considered the discretionary factors set forth by the Legislature in Chapter 60, Laws of 2012 and RCW 89.08.405, including:

1.9.1 Services furnished, to be furnished, or available to landowners in the District;

1.9.2 Benefits received, to be received, or available to property in the District;

1.9.3 The character and use of land in the District;

1.9.4 The nonprofit public benefit status of land users in the District;

1.9.5 The income level of persons served or provided benefits, including senior citizens and disabled persons; and

1.9.6 Other matters that present a reasonable difference as a ground for distinction among properties.

1.10 The Board finds that seven classes or categories of property are appropriate: residential, commercial, open space, institutional/public, agricultural, designated forest land, vacant/undeveloped, as further defined in this Resolution. There is a rational basis for distinguishing land within the District into classes on the basis of property use and the variation of properties within these classes is found to reflect differences in services and/or benefits received, to be received or available from the Conservation Projects.

1.11 The Board finds that it is appropriate to assign weighting factors to each class of property that reflect distinctions among those properties relating to the services and/or benefits received, to be received or available from the District. The weighting factors include (1) services and/or benefits received, to be received or available that are insignificant or immeasurable to certain property; (2) services and/or benefits received, to be received or available to classes of property to a lesser degree; and, (3) services and/or benefits received, to be received or available that more fully support property (compared to other classes of property). There is a rational basis for distinguishing services/benefits received or available from District services and Conservation Projects with the use of such weighting factors and the variation of services/benefits within these factors is found to be minor and to reflect only minor differences in services/benefit received or available from the Conservation Projects.

1.12 The administrative cost of calculating the charge for each individual property and maintaining accurate information would be very high. A flat charge for each parcel within each property class is less costly to administer than calculating a separate charge for each parcel and is equitable because of the similarities of the characteristics and uses within each property class. The District considered but determined a per acre charge may result in miscalculations and confusion among ratepayers and was not appropriate for use at the current time.

1.13 The rates proposed to Whatcom County by this Resolution were calculated within the parameters of a rate model from the FCS Rate Study. Under the rate model, the estimated annual costs of each Conservation Project were allocated to ratepayers as follows:

1.13.1 Number of parcels in each of the property categories, and in the case of designated the number of landowners;

1.13.2 Direct and indirect services/benefits received by or available to property within each property category, as generally described in this Resolution; and

1.13.3 A weighting factor reflecting the degree of services/benefits received by or available to each property class for each Conservation Project as described in Section 1.10, above.

1.14 The FCS Rate Study calculated rates per parcel per year (or per owner for designated forest lands) for seven of the classifications, as follows: residential ($16.83 per parcel), commercial ($16.79 per parcel), open space ($16.83 per parcel), institutional/public ($16.82 per parcel), agricultural ($16.83 per parcel), designated forest land ($16.78 per owner), vacant/undeveloped ($16.83 per parcel). The rate model provides a reasonable basis for establishing the rates proposed by this Resolution. The rates calculated by the FCS Rate Study were adjusted downward proportionally so as not to exceed the maximum rates permitted under Chapter 60, Laws of 2012 resulting in the following rates: residential ($5.00 per parcel), commercial ($4.99 per parcel), open space ($5.00 per parcel), institutional/public ($5.00 per parcel), agricultural ($5.00 per parcel), designated forest land ($2.99 per owner), vacant/undeveloped ($5.00 per parcel). These rates are an allocable share of the costs of services/benefits received or available to the property owners in the District from District programs, services, and activities, all for the preservation of natural resources, protection of public lands and waters, and protection and promotion of the health, safety and general welfare of the lands and people of the District.

1.15 The rates proposed herein to pay the costs of carrying out the Conservation Projects are fees for which the federal government is liable under the Clean Water Act to the same extent as any other classification of land. 33 U.S.C. § 1323(a), and Pub.L. 111-378, § 1, 124 Stat. 4128 (2011); and, *United States of America v. City of Renton, et al.,* Western District of Washington Cause No. C11-1156JLR (2012). However, the District determined that acquiring payments from the federal agencies would be unduly difficult, thus those lands are excluded from the system of rates recommended by this Resolution.

1.16 Parcels owned by federally recognized Native American tribes or members of such tribes that are located within the historical boundaries of a reservation are served by District Programs. However in consideration of centuries of actions to marginalize Native American tribes

and their members and the resulting loss of homeland and associated impacts to Native American traditions and identity based on land relationship, those lands are excluded from the system of rates recommended by this Resolution.

1.17 The consideration, development, adoption and implementation of the rates proposed herein follows the public hearings held by the District on July 7, 2022 and July 11, 2022, pursuant to RCW 89.08.405(4) and RCW 89.08.400(2), public notice of which was properly provided by postings throughout the District and through publication.

1.18 By Resolution No. 22-03 the District has established a process providing for landowner appeals of the individual rates as may be applicable to a parcel or parcels.

SECTION 2. DEFINITIONS.

2.1 "Agricultural land" means those parcels in the Whatcom County Assessor's property classifications of: 8150 FARM DAIRY; 8160 FARM/RANCHES; 8170 FARM POULTRY; 8180 FARMS; 8190 OTHR AG LAND; 8200 AG RELTD ACT; 8210 AG PROC; 8212 GRIST MILL S; 8221 VET SERVS; 8222 ANIMAL HOSP; 8230 HORTICULT SV; 8290 OTHR AG RLTD; 8340 OSAG CROP/ET; 8341 OSAG CRO MH; 8343 OSAG CRO MH+; 8345 OSAG CRO LOG; 8350 OSAG DAIRY; 8351 OSAG DAI MH; 8353 OSAG DAI MH+; 8355 OSAG DAI LOG; 8360 OSAG RANCHES; 8361 OSAG RAN MH; 8363 OSAG RAN MH+; 8365 OSAG RAN LOG; 8370 OSAG POULTRY; 8371 OSAG POU MH; 8373 OSAG POU MH+; 8380 OSAG; 8381 OSAG MH; 8383 OSAG MH+; 8385 OSAG LOG HME; 8390 OSAG OTHER; 8421 FISH HATCHRY; 8429 OTHR FISHERY; 8490 OTHR FISHERY.

2.2 "Billing year" means the calendar year that bills are sent through the property tax statement.

2.3 "Commercial land" means those parcels in the Whatcom County Assessor's property classifications of: 1600 HOTEL/MOTEL; 1613 HOTL/MOTL13U; 1617 HOTL/MOTL17U; 1621 HOTL/MOTL21U; 1622 HOTL/MOTL22U; 1624 HOTL/MOTL24U; 1628 HOTL/MOTL28U; 1630 HOTL/MOTL30U; 1633 HOTL/MOTL33U; 1643 HOTL/MOTL43U; 1651 HOTL/MOTL51U; 1654 HOTL/MOTL54U; 1656 HOTL/MOTL56U; 1660 HOTL/MOTL60U; 1668 HOTL/MOTL68U; 1681 HOTL/MOTL81U; 1694 HOTL/MOTL94U; 1715 B & B; 1731 CONVAL CTRS; 1732 REST HOMES; 1733 1/2 WY HOUSE; 1735 ELDERLY HSG; 1810 ROOM/BOARD; 1820 GROUP QTRS; 1830 BED-BREAKFST; 1900 VAC HOME/CAB; 1910 VAC HOMES; 1920 CABINS; 2100 FD/KNDRD PRO; 2111 MEAT PACKING; 2123 CON/EVAP MLK; 2136 FR/FROZ FISH; 2142 FEED ANIM/FO; 2143 CEREAL PREP; 2150 BAKERY PROD; 2172 CHOCO/COCOA; 2183 WINE/BRANDY; 2195 ROAST COFFEE; 2197 ICE; 2199 FOOD PREP; 2299 TEXT GOODS; 2395 DECOR STITCH; 2399 FAB TEXT PRO; 2421 SAWMILLS; 2429 SPEC SAWMILL; 2431 MILLWORK; 2433 PREFAB BLDGS; 2499 LMBR/WD PROD; 2510 HOUSE FURN; 2599 FURN/FIXTURE; 2600 PAPER/ALLIED; 2647 SANIT PAPER; 2650 PAPRBD CONTR; 2710 NEWSPAPERS; 2740 COMM PRINTNG; 2790 PRINT/PUBLSH; 2800 CHEM/ALLIED; 2810 IN-ORGANIC P; 2841 SOAP/DETERGN; 2860 GUM/WOOD CHM; 2910 PETRO REFING; 2991 LUB OILS/GRS; 2999 PETRO/COAL P; 3140 MISC PLAS PR; 3259 POTTRY/RELTD;

3262 CONCRT PRODS; 3263 CONCRT READY; 3270 CUT STONE; 3313 STEEL WIRE; 3334 PRI/NONFERRO; 3352 ALUMINUM; 3390 PRI MTL IND; 3400 FAB MTL PROD; 3421 ENGINE/TURBO; 3422 FARM MACH/EQ; 3424 METALWORKING; 3425 SPEC IND MAC; 3426 GEN IND MACH; 3432 ELEC IND APP; 3433 HOUSE APLIAN; 3437 ELEC COMP/AC; 3439 ELEC MACH/EQ; 3441 MTR VEHICLE; 3442 AIRCRAFT/PRT; 3443 SHIP/BOAT BL; 3445 CYCLES/BIKES; 3449 TRANS EQUIPT; 3450 MARINE/PARTS; 3493 HTG APP/PLBG; 3494 FAB STRC MTL; 3498 FAB WIRE PRO; 3499 FAB MTL PROD; 3521 MECH MEAS/CO; 3542 ORTHO/PROSTH; 3900 MISC MFG; 3930 TOYS/AMUSEMT; 3986 MARIJUANA; 3997 SIGNS/ADS; 3999 MISC MFG; 4100 RR/RAPD RAIL; 4111 RR R/W; 4112 RR SWITCH/MA; 4113 RR TERMINALS; 4114 RR TERM FRGT; 4116 RR EQUIP/MNT; 4119 RR TRANS; 4129 RAPD RAIL TR; 4200 MTR VEH TRAN; 4212 BUS PAS LOCL; 4213 BUS PAS BOTH; 4214 BUS GARAGE; 4219 BUS TRANS; 4221 MTR FRGHT TM; 4222 MTR FRGHT TR; 4299 MTR VEH TRAN; 4300 AIRCRAFT TRN; 4311 LAND/TAKEOFF; 4315 AIRCRAFT STO; 4319 AIRPRTS/FLDS; 4399 AIRCRFT TRAN; 4413 MAR TRM BOTH; 4419 MAR TERMINAL; 4600 AUTO PARKING; 4700 COMMUNICATN; 4710 PHONE COMMUN; 4711 PHONE EXCH; 4712 PHONE RELAY; 4719 PHONE COMMUN; 4730 RADIO COMMUN; 4732 RAD STA/TWRS; 4742 TV STA/RELAY; 4749 OTHR TV COMM; 4790 OTHR COMMUNI; 4795 UTILITY TEL; 4800 UTILITIES; 4810 ELEC UTILITY; 4811 ELEC TRAN RW; 4812 ELEC GEN PLT; 4813 ELEC REG SUB; 4819 ELEC UTILITY; 4820 GAS UTILITY; 4821 GAS PIPELINE; 4823 NAT/MFT GAS; 4824 GAS PRES CNT; 4829 GAS UTILITY; 4839 WTR UTIL/IRR; 4840 SEWAGE DISP; 4841 SEWAGE TRTMT; 4843 SEWAGE DISP; 4850 SOLID WASTE; 4854 SANIT LAND F; 4855 REFUSE DISP; 4890 OTHR UTILITY; 4895 UTILITY ELEC; 4900 TRANS/COMM/U; 4911 PETRO PIPELN; 4912 PETRO PRES C; 4921 FRGHT FORWRD; 4929 TRANS SERVS; 4990 TRANS/COMM/U; 5000 CONDO-NOT RES; 5010 HANGAR CONDO; 5020 MARINE CONDO; 5030 MED CONDOS; 5040 RET/OFF CNDO; 5050 STOR CONDOS; 5060 MIX U CONDOS; 5100 WHOLESL TRAD; 5111 AUTO/MTR VEH; 5112 AUTO EQUIP; 5121 DRUGS/PROP/S; 5122 PAINT/VARNSH; 5131 DRY/PIECE GD; 5141 GROCERIES; 5142 DAIRY PRODS; 5145 FISH/SEAFDS; 5146 MEAT/PRODUCT; 5147 FRUITS/VEGS; 5149 GROC/RELTD P; 5153 HIDE/SKIN/FR; 5159 FARM PRODS; 5161 ELEC APP/EQU; 5162 ELEC APP/TV; 5163 ELEC PRTS/EQ; 5172 PLBG/HTNG EQ; 5181 COMM/IND MCH; 5182 FARM MCH/EQU; 5183 PROF EQUIP; 5184 EQUIP/SUPPLY; 5185 TRANS EQUIP; 5189 MCH/EQUIP/SU; 5191 METAL/MINERL; 5192 PETRO BLK ST; 5193 SCRAP/WASTE; 5195 BEER/WINE/AL; 5198 LMBR/CONST M; 5199 WHOLESL TRAD; 5200 BLDG MAT/HDW; 5211 LUMBER YARDS; 5212 BLDG MATERLS; 5220 HTG/PLMBG EQ; 5230 PAINT/GLASS; 5240 ELEC SUPPLY; 5251 HDWRE-RETAIL; 5252 FARM EQUIP; 5300 RET TR-GEN; 5305 MIXED USE; 5310 DEPT STORES; 5320 MAIL ORDR HS; 5330 LTD PRCE VAR; 5360 CONV NEIGHBR; 5365 RET STRIP ML; 5370 COMM SHOP CT; 5375 OUTLET MALL; 5380 REG SHOP CTR; 5391 DRY GDS/GEN; 5392 GEN STORES; 5400 RET TRD-FOOD; 5410 GROCERIES; 5421 MEATS; 5430 FRUITS/VEGS; 5450 DAIRY PROD; 5461 BAKERIES; 5462 BAKERIES; 5499 RET TRD-FOOD; 5511 NEW/USED CAR; 5512 USED CARS; 5520 TIRE/BAT/ACC; 5530 GAS SERV STA; 5591 MAR CRFT/ACC; 5592 AIR CRFT/ACC; 5599 OTHR AUTO/MA; 5600 APPAREL/ACC; 5620 WOMEN READY; 5630 WOMENS ACC/S; 5640 CHILD/INFANT; 5670 CUSTOM TAILR; 5690 OTHR APP/ACC; 5700 FURN/HOME/EQ; 5711 FURNITURE; 5712 FLOOR CVRNGS; 5719 OTHR FURN/HO; 5720 HOUSE APPLIN; 5731 RADIO/TV; 5732 MUSIC SUPPLY; 5800 EAT/DRINK; 5810 EATING PLACE; 5815 ESPRESSO BAR; 5820 DRINK PLACES; 5900

RET NOT ELSE; 5910 DRUG/PROPRTY; 5920 LIQUOR; 5931 ANTIQUES; 5932 SECOND MERCH; 5941 BOOKS; 5942 STATIONERY; 5951 SPORTING GDS; 5952 BICYCLES; 5961 HAY GRAIN FD; 5969 FARM/GARDEN; 5981 FUEL/ICE DLR; 5983 BOTTLED GAS; 5991 FLORISTS; 5995 GIFT NOVELTY; 5996 OPTICAL GDS; 5997 M/H SALES; 5999 OTHR RET TRD; 6100 FIN/INS/R ES; 6110 OFF/RET; 6111 BANK SERV; 6112 BANK FUNCTNS; 6121 SAVGS/LOAN; 6122 CU AG/BUS/PR; 6132 COMMOD CON/B; 6142 INS AG/BRKRS; 6151 RE OPTRS/LSR; 6152 RE AG/BRKR/M; 6154 RE SUB/DEV; 6156 COMBO RE/INS; 6159 OTHR RE/RLTD; 6160 HOLD/INVEST; 6190 OTHR FIN/INS; 6200 PERSONAL SER; 6211 LAUND/DRY/DY; 6212 LINEN SUPPLY; 6214 SELF LAUND/D; 6215 RUG CLEAN/RP; 6231 BEAUTY SERV; 6232 BARBER SERV; 6241 FUNERAL/CREM; 6242 CEMETERIES; 6290 OTHR PER SER; 6300 BUSINESS SER; 6311 AD SERVICES; 6319 OTHR AD SERV; 6332 BLUEPRNT/PHO; 6349 OTHR DWELL/B; 6350 NEWS SYND; 6370 WHSE/STORAGE; 6373 REFRIG WHSE; 6375 HOUSE WHSE/S; 6376 GEN WHSE/STO; 6377 MINI STORAGE; 6379 OTHR WHSE/ST; 6391 RES/DEV/TEST; 6393 DET/PROT SER; 6394 EQUIP RENT/L; 6399 OTHR BUS SER; 6411 AUTO REP SER; 6412 AUTO WASH SV; 6419 OTHR AUTO SV; 6491 ELEC REP SER; 6499 OTHR REP SER; 6500 PROF SERV; 6510 MED/HLTH SER; 6511 PHYSICIAN SV; 6512 DENTAL SERV; 6513 HOSP SERV; 6514 MED LAB SERV; 6515 DENTL LAB SV; 6516 SANIT/CONVAL; 6517 MED CLINICS; 6519 OTHR MED/HLT; 6520 LEGAL SERV; 6591 ENG/ARCH SER; 6592 ED/SCI RES; 6593 ACCNT/AUDIT; 6599 OTHR PROF SV; 6600 CONT CONST S; 6611 BLDG CONST; 6619 OTHR GEN CON; 6621 PLMBG/HTG/AC; 6622 PAINT/PAPER; 6623 ELEC SERV; 6624 MASON STONE; 6625 CARPNTR/FLRG; 6626 ROOF/SHT MTL; 6627 CONCRETE SER; 6629 OTHR SPEC CO; 6700 GVRNMTL SERV; 6710 EXEC LEGIS/J; 6900 MISC SERV; 6991 BUSINESS ASN; 6993 LABOR UNION; 6999 OTHR MISC SV; 7212 MOVIE THEATR; 7214 LEGIT THEATR; 7219 OTHR ENTERTN; 7222 ARENAS/FIELD; 7223 RACE TRACKS; 7229 OTHR SPORTS; 7239 OTHR MISC AS; 7290 OTHR PUB ASM; 7295 PUBLIC MKT; 7311 FAIRGROUNDS; 7393 GOLF DRIVING; 7394 GO-CART TRKS; 7399 OTHR AMUSMNT; 7400 RECREATL ACT; 7410 SPORTS ACT; 7411 GOLF COURSES; 7412 GOLF COURSES; 7413 TENNIS COURT; 7415 ROLLER SKATE; 7417 BOWLING; 7419 OTHR SPORTS; 7420 PLAYGROUNDS; 7421 PLAY LOTS; 7422 PLAYGROUNDS; 7423 PLAYFIELDS; 7424 RECREAT CTR; 7425 GYMS/ATHLTIC; 7431 SWIM BEACHES; 7432 SWIM POOLS; 7440 MARINAS; 7441 YACHT CLUBS; 7449 OTHR MARINAS; 7491 CAMP/PICNIC; 7499 OTHR RECREAT; 7511 GEN RESORTS; 7514 SKI RESORTS; 7516 RV PARKS; 7519 OTHR RESORTS; 7520 GRP/ORG CAMP; 8500 MINE/RLTD SV; 8542 CRUSH/BROKEN; 8543 SAND/GRAVEL; 8900 FORESTRY ACT; 8910 FOREST NURS; 8911 TMBR PULP WD; 8914 TMBR MIXED; 8917 TMBR/TRE MIX; 8919 OTHR COMM FO; 8929 OTHR FOREST; 8990 OTHR FOREST; 8999 OTHR RESOURC; 9200 NON/COMM FOR; 9210 FOREST RESER; 9220 OTHR NON-COM.

2.4 "Forested land" means those parcels in the Whatcom County Assessor's property classifications of: 8800 DESIG FOREST; 8801 DESI FOR MH; 8803 DESI FOR MH+; 8805 DESI FOR LOG.

2.5 "Institutional/public land" means those parcels in the Whatcom County Assessor's property classifications of: 6720 PROTEC FUNCT; 6721 POLICE PROTC; 6722 FIRE PROTECT; 6729 OTHR PROTECT; 6730 POSTAL SERV; 6749 OTHR CORRECT; 6750

MILIT BASE; 6751 MILIT TRAIN; 6755 MILIT ADMIN; 6760 OTHR GVRN SV; 6800 EDUCATION SV; 6811 NURSERY SCH; 6812 PRIMARY SCH; 6813 SEC SCHOOLS; 6821 UNIV/COLLEGE; 6822 JR COLLEGE; 6830 SPEC TRAIN; 6831 VOC/TRD SCH; 6833 BARBER/BEAUT; 6834 ART/MUSIC; 6839 OTHR SPEC TR; 6911 CHURCHES; 6919 OTHR RELIG; 6920 WELFARE/CHAR; 6994 CIVIC SOCIAL; 7111 LIBRARIES; 7112 MUSEUMS; 7113 ART GALLERY; 7119 OTHR CULT; 7123 BOT GARDEN; 7129 OTHR NATURE; 7191 HIST/MONUMNT; 7199 OTHR CULT/NT; 7200 PUB ASSEMBLY.

2.6 "Open space land" means those parcels in the Whatcom County Assessor's property classifications of: 4490 MAR CRFT TRA; 4500 HIWY/ST RW; 4520 EXPRESSWAYS; 4530 PARKWAYS; 4540 ARTERIAL STS; 4550 COL/DIST STS; 4560 LOCL ACC STS; 4570 ALLEYS; 4590 OTHER HIWY; 4830 WTR UTIL/IRR; 4831 WTR PIPELINE; 4832 WTR TREATMNT; 4833 WATR STORAGE; 4835 WTR PRES CNT; 4836 RETENTION PD; 7600 PARKS; 7620 NEIGHBRHD PK; 7630 GREEN WY/BLT; 7650 COMMUNITY PK; 7660 DISTRICT PK; 7670 REGIONAL PK; 7690 OTHER PARK; 7900 OTHR CULT/EN; 8100 AGRICULTURE; 8140 FARM CROP ET; 8580 MINERAL INT; 8590 MINING CLAIM; 9300 WATER AREAS; 9310 RIVER/STREAM; 9320 LAKES; 9330 BAY/LAGOON; 9350 SALTWTR TIDE; 9390 OTHR WTR ARE; 9400 OPEN SP LND; 9401 OSO LAND MH; 9403 OSO LAND MH+; 9405 OSO LAND LOG; 9450 OSFC; 9451 OSFC MH.

2.7 "Parcel" means the smallest separately segregated unit or plot of land having an identified owners(s), boundaries, and areas as defined by the Whatcom County Assessor and recorded in the Whatcom County Assessor real property file or maps, and assigned a separate property tax account number.

2.8 "Residential land" means those parcels in the Whatcom County Assessor's property classifications of: 1102 MODLR 2 BDRM; 1103 MODLR 3 BDRM; 1104 MODLR 4 BDRM; 1105 MODLR 5 BDRM; 1110 RES SINGLE; 1111 RES 1 BDRM; 1112 RES 2 BDRM; 1113 RES 3 BDRM; 1114 RES 4 BDRM; 1115 RES 5 BDRM; 1116 RES 6 BDRM; 1117 RES >6 BDRM; 1120 LOG CABIN; 1121 LOG HME 1 BD; 1122 LOG HME 2 BD; 1123 LOG HME 3 BD; 1124 LOG HME 4 BD; 1125 LOG HME 5 BD; 1126 LOG HME 6 BD; 1132 ZERO LL 2 BD; 1133 ZERO LL 3 BD; 1134 ZERO LL 4 BD; 1150 MH RP-onAC; 1151 MH IO-onAC; 1152 MH IO-inPK; 1153 MH RP(2+)onAC; 1154 PM RP-onAC; 1155 PM IO-inPK; 1156 PM IO-onAC; 1157 MH RP-HYSUB; 1158 PM RP-HYSUB; 1159 MH IO-HYSUB; 1211 RES 1 BDRM W/ ADU; 1212 RES 2 BDRM W/ ADU; 1213 RES 3 BDRM W/ ADU; 1214 RES 4 BDRM W/ ADU; 1215 RES 5 BDRM W/ ADU; 1217 RES >6 BDRM W/ ADU; 1220 RES DUPLEX; 1230 RES TRIPLEX; 1240 RES FOURPLEX; 1300 RES MULTI; 1305 RM 5 UNITS; 1306 RM 6 UNITS; 1307 RM 7 UNITS; 1308 RM 8 UNITS; 1309 RM 9 UNITS; 1310 RM 10 UNITS; 1311 RM 11 UNITS; 1312 RM 12 UNITS; 1313 RM 13 UNITS; 1314 RM 14 UNITS; 1315 RM 15 UNITS; 1316 RM 16 UNITS; 1317 RM 17 UNITS; 1318 RM 18 UNITS; 1319 RM 19 UNITS; 1320 RM 20 UNITS; 1321 RM 21 UNITS; 1322 RM 22 UNITS; 1323 RM 23 UNITS; 1324 RM 24 UNITS; 1325 RM 25 UNITS; 1326 RM 26 UNITS; 1327 RM 27 UNITS; 1328 RM 28 UNITS; 1329 RM 29 UNITS; 1330 RM 30 UNITS; 1331 RM 31 UNITS; 1332 RM 32 UNITS; 1333 RM 33 UNITS; 1335 RM 35 UNITS; 1336 RM 36 UNITS; 1337 RM 37 UNITS; 1338 RM 38 UNITS; 1339 RM 39 UNITS; 1340 RM 40 UNITS; 1342 RM 42 UNITS; 1344 RM 44 UNITS; 1345 RM 45 UNITS; 1346 RM 46 UNITS; 1348 RM 48 UNITS; 1349 RM 49 UNITS; 1350 RM 50 UNITS;

1351 RM 51 UNITS; 1352 RM 52 UNITS; 1353 RM 53 UNITS; 1354 RM 54 UNITS; 1357 RM 57 UNITS; 1360 RM 60 UNITS; 1363 RM 63 UNITS; 1364 RM 64 UNITS; 1366 RM 66 UNITS; 1367 RM 67 UNITS; 1368 RM 68 UNITS; 1370 RM 70 UNITS; 1372 RM 72 UNITS; 1373 RM 73 UNITS; 1375 RM 75 UNITS; 1378 RM 78 UNITS; 1380 RM 80 UNITS; 1382 RM 82 UNITS; 1383 RM 83 UNITS; 1384 RM 84 UNITS; 1388 RM 88 UNITS; 1390 RM 90 UNITS; 1392 RM 92 UNITS; 1394 RM 94 UNITS; 1398 RM 98 UNITS; 1399 RM 99+ UNITS; 1400 CONDOMINIUMS; 1410 CONDOMINIUMS; 1415 M/H CONDO LND; 1416 M/H IN CONDO RP; 1417 M/H IN CONDO PP; 1418 PRK MOD IN CONDO RP; 1420 TM-SHR CONDO; 1500 M/H PK; 1503 M/H PK 3 SP; 1504 M/H PK 4 SP; 1505 M/H PK 5 SP; 1507 M/H PK 7 SP; 1508 M/H PK 8 SP; 1511 M/H PK 11 SP; 1512 M/H PK 12 SP; 1513 M/H PK 13 SP; 1516 M/H PK 16 SP; 1518 M/H PK 18 SP; 1520 M/H PK 20 SP; 1522 M/H PK 22 SP; 1524 M/H PK 24 SP; 1525 M/H PK 25 SP; 1526 M/H PK 26 SP; 1528 M/H PK 28 SP; 1529 M/H PK 29 SP; 1530 M/H PK 30 SP; 1532 M/H PK 32 SP; 1537 M/H PK 37 SP; 1543 M/H PK 43 SP; 1545 M/H PK 45 SP; 1547 M/H PK 47 SP; 1548 M/H PK 48 SP; 1551 M/H PK 51 SP; 1553 M/H PK 53 SP; 1555 M/H PK 55 SP; 1557 M/H PK 57 SP; 1560 M/H PK 60 SP; 1561 M/H PK 61 SP; 1562 M/H PK 62 SP; 1574 M/H PK 74 SP; 1584 M/H PK 84 SP; 1591 M/H PK 91 SP; 1594 M/H PK 94 SP; 1599 M/H PK+99 SP; 1750 RES HALL/DRM; 1800 RES NO CODE.

2.9 "Vacant/undeveloped land" means those parcels in the Whatcom County Assessor's property classifications of: 9100 UNDEV/UNUSED; 9110 RESIDENTIAL; 9120 COMMERCIAL; 9130 INDUSTRIAL; 9140 OTHR VACANT; 9150 COMMON AREA.

2.10 It is the intent of the District that all parcels within the District fall within one of the land classifications defined in this Section. In the event any parcel is inadvertently excluded from any of the land use classifications defined in the Resolution, or Whatcom County adopts new land classifications or revises existing land use classifications after the effective date of this Resolution, or for any other reason, the omitted parcel shall be deemed to fall within the land use classification that is most similar to the omitted parcel.

SECTION 3. RATE SCHEDULE. The following rate schedule is proposed to Whatcom County for a term of 10 years, unless modified by subsequent District action and Whatcom County approval. The Board may recommend adjustment of these rates from time to time, to reflect the budgeted costs of carrying out the District's improvements, services and Conservation Projects and any changes in land categories. The rates are as follows.

3.1 The rate for residential land shall be $5.00 per parcel per.

3.2 The rate for commercial land shall be $4.99 per parcel per year.

3.3 The rate for open space land shall be $5.00 per parcel per year.

3.4 The rate for institutional/public land shall be $5.00 per parcel per year.

3.5 The rate for agricultural land shall be $5.00 per parcel per year.

3.6 The rate for designated forest land shall be $2.99 per owner per year.

3.7 The rate for vacant/undeveloped land shall be $5.00 per parcel per year.

3.8 Parcels owned by federally recognized Native American tribes or members of such tribes that are located within the historical boundaries of a reservation shall be exempt from the rates proposed in this Resolution.

Specific rates per parcel shall be shown on a spreadsheet provided by the District to the Whatcom County Assessor and/or Treasurer, consistent with Chapter 89.08 RCW.

SECTION 4. IMPLEMENTATION. The District Manager is authorized and directed to take all appropriate and necessary acts to implement this Resolution, including presentation of this Resolution to Whatcom County and coordination with Whatcom County, including the County Assessor and/or Treasurer, to implement this Resolution, including but not limited to the correction of any parcel's classification or classification referenced in Section 2.

SECTION 5. RATIFICATION AND CONFIRMATION. Any action taken consistent with the authority and prior to the effective date of this Resolution is hereby ratified, approved and confirmed.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

ADOPTED BY THE BOARD OF SUPERVISORS of the Whatcom Conservation District, Washington, at a regular open public meeting thereof, and effective this 25th day of July, 2022.

Heather Christianson

Heather Christianson, Chair

CERTIFICATE

I, Valeri Wade, Secretary of the Board of Supervisors, Whatcom County, Washington, do hereby certify that the foregoing resolution is a true and correct copy of Resolution No. 22-02 of such Board, duly adopted at a regular meeting thereof held on the 25th day of July, 2022, by the members of such Board in attendance at such meeting and attested by myself in authentication of such adoption.

Valeri Wade, Secretary/Auditor

WHATCOM CONSERVATION DISTRICT
WHATCOM COUNTY, WASHINGTON

RESOLUTION NO. 22-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WHATCOM CONSERVATION DISTRICT, WHATCOM COUNTY, WASHINGTON, RELATING TO A SYSTEM OF RATES AND CHARGES; ESTABLISHING A PROCESS TO PROVIDE FOR LAND OWNER APPEALS OF RATES AND CHARGES AS APPLICABLE TO A PARCEL OR PARCELS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO ALL AS MORE PARTICULARLY SET FORTH HEREIN.

The Board of Supervisors of the Whatcom Conservation District, Whatcom County, Washington, hereby resolves as follows:

SECTION 1. FINDINGS AND DETERMINATIONS. The Board of Supervisors ("Board") of the Whatcom Conservation District, Whatcom County, Washington ("District") hereby makes and enters into the following findings and determinations:

1.1 By Resolution No. 2022-02 and pursuant to Chapter 89.08.405, RCW the District has proposed to Whatcom County ("County") a system of rates and charges to help pay for the costs of carrying out the District's programs, services, and conservation projects.

1.2 Chapter 89.08.405(5)(a), RCW provides that the District shall establish by resolution a process for landowner appeals of rates or charges (collectively, "rates") as applicable to a parcel or parcels.

1.3 The process authorized by the Legislature for the District's collection of rates is through the Whatcom County-managed property tax statement. This resolution establishes an appeal process, as required by Chapter 60, Laws of 2012, that is available to owners of property following receipt of annual property tax statements.

SECTION 2. APPEAL OF RATES.

2.1 Any person subject to rates as proposed by Resolution No. 2022-02, may appeal a rate by applying in writing to the District. The rate appealed must first be paid. Filing an appeal does not extend the period for payment of the rate. Appeals involving delinquent accounts will not be acted upon until paid in full.

2.2 An appeal and request for a bill adjustment may be based on one or more of the following:

2.2.1 The area of the parcel is incorrect;

2.2.2 The property is not assigned the proper rate category;

2.2.3 The parcel is wholly or partially outside the District boundaries; or

2.2.4 The rate is otherwise erroneous in applying the terms of Resolution No. 2022-02, as adopted by Whatcom County.

2.3 Any appeal and application for adjustment may be made to the District and shall be decided by the District Board of Supervisors. The burden of proof shall be on the appellant to show that the rate adjustment sought should be granted. All decisions of the District regarding an appeal shall be final and conclusive.

2.4 Any appeal and application for rate adjustment must be filed no later than twenty-one (21) days after the due date of the first payment of annual property taxes established by Whatcom County. An appeal shall include the following information: the Whatcom County property tax parcel identification number; the name of the owner of the property; a written statement of the basis for the appeal; the address of the owner if different from the address shown on the records of Whatcom County assessor; the appellant's phone number(s) for communication with the appellant; and, the signature of the owner(s) of the property. An appellant is responsible for advising the District of any change in any mailing address or phone number. Failure to respond to District communications regarding an appeal shall be grounds for dismissal of the appeal.

2.5 Hearing Process.

2.5.1 Prehearing Conference. Once an appeal has been timely filed, the District's District Manager or designee shall schedule a Prehearing Conference with the appellant within fourteen (14) days. An appellant is required to participate in the Prehearing Conference to assist in expediting the appeal, setting a hearing date and identifying the potential for settlement. If the hearing date is not established at the Prehearing Conference, the District shall give separate written notice to appellant no later than fourteen (14) days prior to the hearing.

2.5.2 Expert Witnesses. An appellant shall file in writing all direct expert testimony from appellant's expert witnesses that the appellant intends to rely upon, along with copies of any exhibits introduced through or relied upon by the expert witnesses. Filing of expert testimony shall occur no later than seven (7) days prior to the appeal hearing.

2.5.3 Appeal Hearing. The hearing shall consist of the following:

A. Opening Statements.

B. Appellant's Case. An appellant's case at the hearing shall be limited to the presentation of lay testimony, to cross-examination by District of any witness whose

testimony has been offered by appellant, including expert witnesses whose testimony has been offered in writing pursuant to this rule, and to appellant's redirect examination of any witness from whom cross-examination testimony is taken.

C. District's Case. The District's case at the hearing shall be limited to the presentation of lay testimony, to cross-examination by appellant of any witness whose testimony has been offered by District, including expert witnesses whose testimony has been offered in writing, and to District's redirect of any witness from which cross-examination testimony is taken.

D. Closing Argument.

E. Decision. The Board shall enter a written decision within fourteen (14) days after the close of the record of the appeal hearing.

2.6 If the District grants an adjustment which reduces the rate for the current year, the applicant shall be refunded the amount overpaid. If the District determines that an adjustment should be made which increases the rate due for the current year, the applicant shall receive a supplemental bill that will be due within forty-five (45) days of the date the supplemental bill is issued. An appellant seeking a rate adjustment shall be notified in writing of the District's decision.

2.7 The final written decision of the Board of Supervisors may be appealed to the Whatcom County Superior Court no later than twenty-one (21) days of the date of the Board's written decision. The party appealing to Superior Court shall bear the cost of production of the record of hearing before the Board for filing with the Court, such cost to be recoverable in the determination of the Superior Court that the party appealing to the Superior Court substantially prevailed in the appeal.

SECTION 3. DISTRICT MANAGER AUTHORITY. The District's District Manager is authorized prior to or after the hearing under Section 2.5, to settle claims and resolve disputes over rates, rate category, or classification, and other matters applicable to parcels that are subject to appeal. The District Manager shall report such settlements to the Board at a regularly scheduled meeting.

SECTION 4. EFFECTIVE DATE. This resolution shall become effective immediately upon its adoption.

ADOPTED BY THE BOARD OF SUPERVISORS of the Whatcom Conservation District, Washington, at a regular open public meeting thereof, and effective this 25th day of July, 2022.

Heather Christianson

Heather Christianson, Chair

CERTIFICATE

I, Valeri Wade, Secretary of the Board of Supervisors, Whatcom County, Washington, do hereby certify that the foregoing resolution is a true and correct copy of Resolution No. 22-03 of such Board, duly adopted at a regular meeting thereof held on the 25th day of July, 2022, by the members of such Board in attendance at such meeting and attested by myself in authentication of such adoption.

Valeri Wade, Secretary/Auditor



Exhibit D

Work Plans with Budgets

Whatcom Conservation District

State Fiscal Year 2023 Work Plan & Budget

FY2023 (7/1/22 – 6/30/23) Work Plan & Budget
Whatcom Conservation District

For More Information Contact: wcd@whatcomcd.org



Mission of the Whatcom Conservation District

"To assist land managers with their conservation choices through technical and financial assistance and supporting implementation of best management practices so that Whatcom County natural resources will be available to future generations."

Natural Resource Priorities

- ***Water Quality***
  - Shellfish harvest areas in Portage Bay remain closed to fall harvest because of high fecal coliform in growing waters. Drayton Harbor is threatened with a shellfish growing water downgrade.
  - Some drinking water wells have higher than the maximum level of nitrate.
  - Lake Whatcom remains vulnerable to the harmful effects of algal blooms due to excessive levels of phosphorous.
  - These are regional and local priorities.
  - Data relied upon
    - Bacteria - Ensuring abundant, healthy shellfish for ecosystem health and for commercial, subsistence and recreational harvest consistent with ecosystem protection is Strategy No. 19 for the 2018-2022 Action Agenda for Puget Sound.
    - Nitrate - Nitrate is a concern for both drinking water supplies (See here) and Puget Sound (See here).
    - Phosphorous - Lake Whatcom water quality has been deteriorating due to increased phosphorous inputs that are resulting in algal blooms and depleted oxygen levels. (See here)
  - Other entities engaged in addressing
    - Bacteria in surface water include Whatcom County Public Works, Health & Planning Departments; Lummi Nation & Nooksack Indian Tribe, Washington State Departments of Agriculture, Health & Ecology, and USDA Natural Resources Conservation Service. (See here)
    - Nitrate pollution as part of an international transboundary nitrogen pilot includes natural resource scientists and natural resource professionals from Canada, US, the Lummi Nation and Nooksack Indian Tribe. (See here)
    - Phosphorous in Lake Whatcom include the City of Bellingham, Whatcom County and Lake Whatcom Water & Sewer District. (See here)
- ***Fish and Wildlife Habitat***
  - Fish passage barriers, inadequate riparian areas, and inadequate instream habitat features impair the productivity of valued salmon species and impair the ecosystem processes that provide benefits for adjacent landowners as well as other fish and wildlife species.
  - The lack of prey is a limiting factor to the recovery of the Southern Resident Orca. (See here)
  - The lack of undeveloped and connected patches of native vegetation for movement and crossings in lowland Whatcom County limit wildlife both for local and migrating wildlife. (See here)
  - These regional and local priorities.

- Data relied upon includes WRIA 1 Salmon Recovery Plan (See here) and 2018-2022 Action Agenda for the Puget Sound (See here).
- Other entities engaged in addressing habitat include Whatcom County, Lummi Nation, Nooksack Indian Tribe, Nooksack Salmon Enhancement Association, Whatcom Land Trust, USDA FSA and NRCS.

- ***Water Quantity***
  - There is concern that there is not enough water to meet the needs of our diverse community now and into the future due to projected population growth.
  - Flooding during severe climate fluctuations affects agricultural lands, urban areas along the river as well as sustainable salmon habitat.
  - These are state and local priorities.
  - Data relied upon includes Chapter 173-501 WAC Instream Resources Protection Program – Nooksack Water Resource Inventory Area (WRIA) (See here) and WRIA 1 Watershed Management Plan & Associated Documents. (See here)
  - Other entities engaged in addressing this include the WRIA 1 Planning Unit, Whatcom County, Ag Water Board of Whatcom County, Whatcom Water Alliance, PUD #1, Washington State Department of Ecology, Lummi Nation, and Nooksack Indian Tribe.
- ***Working Lands Conservation***
  - Well stewarded farm and forestry land provides environmental benefits in addition to food, fiber and fuel. These include aquifer recharge, storm water retention, and habitat. They also provide aesthetic and recreational values.
  - Regulations, market competition, and influx of people into the County are raising land values.
  - Low market prices for commodities and competition for land by other land uses make it difficult to make farming and forestry sustainable in Whatcom County.
  - These are national, state, and local priorities
  - Data relied upon includes that from American Farmland Trust (See here), Office of Farmland Preservation (See here) and Whatcom County. (See here)
  - Other entities engaged in addressing this include Whatcom County, Whatcom Land Trust, Sustainable Connection, American Farmland Trust, Whatcom Million Trees Project, Whatcom Family Farmers, Whatcom Farm Forestry and The Conservation Fund.
- ***Climate Resiliency***
  - There is a need to develop climate adaptation strategies that address climate-related changes in Nooksack River flood patterns and volumes, improve water use efficiency, and reduce wildfire risks in the urban-wildland interface.
  - There is a need to work with rural and residential land managers on implementing and maintaining climate-smart and climate resiliency practices.
  - These are state and local priorities.
  - Increased frequency and intensity of river flooding, water rights adjudication, and declines in forest health due to climate stress are indicators of this resource concern.
  - Other entities engaged in addressing this priority include Whatcom County, Puget Sound Partnership, Washington Department of Ecology, Washington Dept. of Natural Resources, and Kulshan Carbon Trust.



Natural Resource Priority Program Area: ***Water Quality***

Goal(s):

- Contribute to upgrade of all shellfish harvest areas impaired by coliform bacteria pollution
- Reduce reactive nitrogen (N^r) pollution in surface and groundwater to below water quality standard
- Achieve the phosphorous TMDL limit set for Lake Whatcom
- Increase awareness of water quality impacts and mitigation measures for sustained water quality improvements
- Build community support for water quality improvement initiatives through education and outreach

Natural Resource Measurable Result Objective:

- Contribute to the success of our local PIC program through water quality data coordination and interpretation, education and outreach, and technical assistance to meet the water quality standard for fecal coliform bacteria
- Nutrient management plans will be developed, implemented and evaluated to reduce the number of domestic wells showing nitrate levels at or above the drinking water standard and reduce the amount nutrients and bacteria entering estuarine environments in adjacent bays of the Salish Sea via surface runoff
- Advanced storm water projects will be designed to provide assistance to landowners to install and reduce phosphorous entering Lake Whatcom so as to achieve TMDL targets
- Work with local municipalities to monitor water quality and implement an outreach program supporting behavior change by city residents that might be impacting water quality and support National Pollutant Discharge Elimination System (NPDES) efforts in the region
- Conduct research and demonstration projects evaluating the effectiveness of agricultural conservation practices on water quality protection to improve adoption

Programmatic Measurable Result Objective:

- Commercial Livestock Operations
  - 25 Technical Assistance and Assessments conducted
  - 10 Plans developed
  - 10 Plans Implemented or Projects Installed
  - 10 Cost share Projects Facilitated
- Non-commercial Livestock Operations
  - 40 Technical Assistance and Assessments conducted
  - 30 Plans developed
  - 15 Plans Implemented or Projects Installed
  - 10 Cost share Projects Facilitated
- Residential Properties within the Lake Whatcom Watershed

  - Coordinate the Lake Whatcom Homeowner Incentive Program (HIP)
  - 14 Residential LID projects planned and implemented
- Municipal NPDES Monitoring and Public Engagement
  - Implement NPDES permit requirements for public engagement in the City of Lynden and unincorporated Whatcom County through the Lake Whatcom & BBWARM programs
  - 6 Landowner, ~10,000 square feet enrolled in the Birch Bay Neighborhood Native Landscaping Program
  - Develop and implement a target-behavior change program
  - Collect and interpret water quality data
- Research and Effectiveness Monitoring
  - Begin implementation of research on water level control structure on agricultural lands to manage subsurface water to improve agricultural productivity while conserving and protecting surface and groundwater resources
  - Assist the Nooksack-Fraser Transboundary Nitrogen Project evaluating the nature and extent and sources of reactive nitrogen contamination in Whatcom County
  - Evaluation of the effectiveness of best management practices at four Edge of Field monitoring sites
  - Conduct instream monitoring of pollutants (e.g. nitrate, E.coli, total suspended solids, etc.) to understand trends and concentration of in-stream pollutants
  - Support the continued development of local microbial source tracking (MST) methodologies
  - Manure Spreading Advisory support and improvement
  - Support installation of weather and soil monitoring stations for use by farmers by WSU's *AgWeatherNet*
  - Continue work with WSU in developing climate and precipitation modeling to assess likely changes in future weather patterns on BMP effectiveness
  - Report to partners and landowners on results of county-wide water quality data collection, display and analysis

Funding Source(s): Funding Source(s): Whatcom County, Washington State Department of Health, Washington State Conservation Commission, City of Bellingham, City of Lynden, USDA-NRCS, Washington State Department of Agriculture, BBWARM, Lake Whatcom Water & Sewer District

Activities for FY2023	Target Dates	Person Responsible	Time(Days) Required	Estimated Funding
Commercial Livestock Operations	6/30/2023	Corina Cheever	340	$146,751
Non-commercial Livestock Operations	6/30/2023	Corina Cheever	660	$284,779
Residential Properties within the Lake Whatcom Watershed	6/30/2023	Aneka Sweeney	390	$168,458
NPDES Monitoring and Public Engagement	6/30/2023	Aneka Sweeney	232	$100,000
Research and Effectiveness Monitoring	6/30/2023	Corina Cheever	296	$127,940

Natural Resource Priority Program Area: ***Fish and Wildlife Habitat***

Goal(s):

- Enhancement of riparian areas along lowland streams and wetlands to improve fish and wildlife habitat and improve water quality
- Enhancement of salmon habitat by increasing channel complexity and instream fish habitat in priority habitat areas
- Restoration of access to fish habitat by removing fish passage barriers
- Improvement of wildlife habitat corridors with native plants
- Integration of Oregon Spotted Frog habitat protections into salmon habitat enhancement projects
- Build community support for Fish and Wildlife Habitat improvement initiatives through education and outreach

Natural Resource Measurable Result Objective:

- 2 miles and 20 acres of new riparian buffers in priority reaches
- 6 barriers to fish passage removed
- 10 miles of salmon habitat opened

Programmatic Measurable Result Objective:

- Conservation Reserve Enhancement Program
  - 35 Landowners contacted
  - 15 Plans written
  - 10 Projects installed
  - 110 Projects maintained
- Regional Conservation Partnership Program
  - 6 Fish passage barriers removed
  - 5 New fish passage barrier projects planned and permitted
  - 1 Instream wood habitat project planned and permitted
- Residential Riparian Enhancement (non-CREP Riparian)
  - 50 Landowners contacted
  - 20 Plans written
  - 15 Projects installed
- Tribal Partnership Habitat Enhancement Projects
  - 1 Community outreach plan developed
  - 1 Instream habitat project planned
- Native Plant Sale
  - 40,000 Native plants sold
  - 1,000 Residents provided with native plants
- Other Habitat Projects

- 2 Additional funding resources identified
- 5 Riparian restoration projects supported through education and outreach

Funding Source(s): Washington State Conservation Commission, Whatcom County, USDA NRCS/FSA, USFWS, BBWARM

Activities for FY2023	Target Dates	Person Responsible	Time(Days) Required	Estimated Funding
Conservation Reserve Enhancement Program	6/30/2023	Frank Corey	631	$272,459
Regional Conservation Partnership Program	6/30/2023	Frank Corey	127	$55,000
Residential Riparian Enhancement (non-CREP Riparian)	6/30/2023	Frank Corey	-	TBD
Tribal Partnership Habitat Enhancement Projects	6/30/2023	Frank Corey	12	$5,000
Native Plant Sale	4/1/2023	Frank Corey	162	$70,000
Other Habitat Enhancement Projects	6/30/2023	Frank Corey/Aneka Sweeney	12	$5,000

Natural Resource Priority Program Area: ***Water Quantity***

Goal(s):

- Contribute to the development of a water resource management plan and strategy that assists resolution of the conflicts between instream flow, sustainability of harvestable fish, natural salmon productivity and viable resource lands
- Lead county-wide domestic water conservation program
- Implement cost-effective water use efficiencies for resource landowners and operators to keep lands in production with legal water allocation of water in time and place consistent with agreed fish productivity (aquatic, riparian habitat and seasonal stream flows) by agricultural water users and fish and wildlife co-managers
- Support Individual landowners, special districts, and municipalities in addressing water quantity concerns (too much/too little)
- Build community support for Water Quantity improvement initiatives through education and outreach

Natural Resource Measurable Result Objective:

- Decrease in Whatcom Water Alliance members Summer water use and/or Equivalent Residential Unit (ERU)
- Implementation of agricultural irrigation water-use efficiencies and practices without prejudice to existing water rights
- Support water use efficiencies by agricultural and residential users to conserve water and increase seasonal instream flows
- Support Whatcom County flood mitigation projects and special district drainage maintenance projects

Programmatic Measurable Result Objective:

- Agriculture Water-use Efficiency

  - Research how water control structures in drainage structures can improve the quality and quantity of sub-surface ground water resources while maintaining/improving crop productivity
  - Install and improve data coverage (soil water probes) and public data accessibility at an additional weather station for irrigation decision support in cooperation with WSU's *AgWeatherNet*
  - Provide technical assistance to 5 landowners on adopting and implementing irrigation efficiency
  - Develop and disseminate web-based content and market outreach events on irrigation and water efficiencies for agricultural water users
- Domestic Water-use Efficiency
  - Lead county-wide domestic water conservation program with *Whatcom Water Alliance* (WWA):
    - WWA website, data portal, and outreach strategy maintained, improved, and implemented county-wide
    - 20 WWA members engaged in WUE efforts
    - 75 Water-use efficiency rebates to residential landowners
    - Develop accurate system for monitoring water usage and savings rates of WWA members
  - Develop and implement a school-based curricula on Water-use efficiency
    - 5 Curriculum materials developed
    - 1,500 Students engaged through curriculum implementation
    - 20 Schools in 5 of 7 school districts engaged through the Watershed curriculum
- Flood Control and Agricultural Drainage
  - 3 Mitigation plans developed and implemented for flood projects
  - 3 Drainage maintenance projects planned and permitted

Funding Source(s): Washington Conservation Commission, Whatcom County, USDA-NRCS, and City of Lynden, Whatcom Water Alliance members, Lake Whatcom Water & Sewer District, Birch Bay Water & Sewer District and Whatcom Community Foundation

Activities for FY2023	Target Dates	Person Responsible	Time(Days) Required	Estimated Funding
Agriculture Water-use Efficiency	6/30/2023	Corina Cheever	48	$20,556
Domestic Water-use Efficiency	6/30/2023	Aneka Sweeney	148	$64,000
Flood Control and Agriculture Drainage	6/30/2023	Frank Corey	42	$18,000

Natural Resource Priority Program Area: ***Working Lands Conservation***

Goal(s):

- Whatcom County residents appreciate the value of natural resource-based industries and support the sustainability of working lands.
- Farmers, foresters, and ranchers will increasingly exhibit good stewardship to protect and enhance water quality, quantity, restore habitat through implementation of conservation practices.
- Farmers, foresters, and ranchers are publicly acknowledged for delivering environmental services to their community.

- Reduction of regulatory burden on Working lands will be reduced through adoption of best management practices
- Markets are developed to improve the benefits and costs of operations and sustain the infrastructure to support viability of working lands to protect them from conversion to other uses.
- Build community support for the conservation of working lands through education and outreach

Natural Resource Measurable Result Objective:
- 80 acres protected through Whatcom County Conservation Easement Program
- Demonstrate and highlight positive steps landowners are taking to protect and enhance natural resources through landowner recognition and engagement activities

Programmatic Measurable Result Objective:
- Protect Farmland / Forestland
  - 4 Agriculture Advisory Committee meetings
  - 4 Conservation Easement Oversight Committee meetings
  - 1 Letter of support for Whatcom County Conservation Easement Program proposed agriculture and forestland easement purchases
  - 2 Landowners will adopt and implement stewardship plans in association with the Whatcom County Conservation Easement Program RCPP project
- Promote Local Agriculture Industries
  - 10 Landowners recognized for their commitment to land stewardship
  - 6 Tours promoting local farming, ranching, and forestry industries reaching 100 participants a year

Funding Source(s): Washington Conservation Commission, Whatcom Community Foundation, Whatcom County

Activities for FY2023	Target Dates	Person Responsible	Time(Days) Required	Estimated Funding
Protect Farmland / Forestland	6/30/2023	Corina Cheever	9	$4,000
Promote Local Agriculture Industries	6/30/2023	Aneka Sweeney	25	$10,900

Natural Resource Priority Program Area: ***Climate Resiliency and Preparedness***

Goal(s):
- Reduce wildfire-related risk and harm to people and property by planning, promoting, and implementing fire preparedness practices
- Improve carbon capture by advancing native tree planting efforts and climate-smart soil health practices
- Build community support for Climate Resiliency and Preparedness initiatives through education and outreach

Natural Resource Measurable Result Objective:

- Reduce wildfire potential and increase preparedness in areas of moderate to high wildfire risk
- Coordinate with *Whatcom Million Trees* project to plant more native trees in the County
- Coordinate with the WSCC *Sustainable Farms and Fields* Initiative to promote and implement climate-smart soil health practices

Programmatic Measurable Result Objective:

- Wildfire Risk Reduction Program
  - 20 Home wildfire risk assessments and associated wildfire risk reduction plans
  - 3 Wildfire preparedness presentations to moderate to high wildfire risk communities
  - 3 Community wildfire preparedness plans for moderate to high wildfire risk communities
  - 1 New *Firewise* USA Community
  - 2 Fuel-reduction projects in moderate to high wildfire risk communities
  - 500 People reached through Wildfire Awareness Month activities
- Carbon sequestration
  - 50,000 Trees planted with carbon storage benefits
  - Promote climate-smart soil health practices in collaboration with the WSCC *Sustainable Farms and Field* (SF&F) Initiative

Funding Source(s): Washington Conservation Commission, City of Bellingham, Skagit CD & Whatcom County

Activities for FY2023	Target Dates	Person Responsible	Time(Days) Required	Estimated Funding
Wildfire Risk Reduction Program	6/30/2023	Aneka Sweeney	199	$86,006
Carbon sequestration	6/30/2023	Frank Corey	-	See F&W Habitat, SF&F TBD

District Program Area: ***General District and Program Communications, Marketing, and Outreach***

Goal(s):

- Cultivate recognition of the District as trusted advisors with a depth of understanding of both regulatory frameworks and land conservation stewardship practices
- Use multiple engagement strategies and methods to reach a broad and diverse audience to generate support of District priorities
- Build political support for District priorities and conservation initiatives by participating in local and regional processes
- Engage community members in all sectors through direct communications to build awareness of District mission and values and to advance District priorities
- Maintain and update communications materials, including website, to ensure consistent messaging of District priorities through all programs

Programmatic Measurable Result Objective:

- General District and Program Communications, Marketing, and Outreach
  - Increase website traffic with 10,000 hits above prior year (increase by 10% over previous year)
  - Increase Social Media presence *Facebook*, *YouTube* and *YouTube* (increase by 10% over previous year)
  - Produce and distribute monthly e-news ((increase by 10% over previous year)
  - 4,000 Printed media / resource materials developed (e.g., newsletter, postcards, etc.)
  - 8 High quality digital library resources on priority stewardship topics developed
- Strategic Community Communications, Marketing, and Outreach
  - 40 New voluntary technical assistance contacts referred to the WCD non-dairy farm planning team
  - 8 Conservation practice signs installed on agricultural properties around the county (i.e., Conservation Cover, Cover Crops, etc.)
  - Participate in 10 community events / functions through information tables, presentations, etc. reaching 4,000 participants a year
  - 50 Minority-community land users engaged in conservation principles and land stewardship
  - 10 elected officials engaged on learning about and understanding District programs and services
  - 6 Citizen Advisory Committees attended to advance District Priorities
  - 5 Community events coordinated to promote voluntary stewardship, reaching 1,500 participants

Funding Source(s): Washington Conservation Commission (direct/indirect), Other Indirect Funded Overhead, Whatcom County, BBWARM, Whatcom Community Foundation

Activities for FY2023	Target Dates	Person Responsible	Time(Days) Required	Estimated Funding
General District and Program Communications, Marketing, and Outreach	6/30/2023	Aneka Sweeney	23	$10,000
Strategic Community Communications, Marketing, and Outreach	6/30/2023	Aneka Sweeney	35	$15,000

District Program Area: ***Board, Finance, and Administration***

Goal(s):

- Facilitate a volunteer Board of Supervisors on holding monthly board meetings, setting policy, and overseeing finances
- Manage District operations and implement the District Work Plan
- Manage District finances and maintain a District operating budget

Programmatic Measurable Result Objective:

- Board of Supervisors Operations and Development
  - Conduct monthly Board meetings
  - Plan the 2023 Board of Supervisors Election for Position Number 1, and inform the public regarding appointment of Position Number 5 in 2023.

  - Conduct a District annual meeting
  - Conduct a board retreat
- District Financial Management
  - Prepare monthly financial reports and quarterly budget review packages for Board Approval
  - Submit quarterly tax payments, including Employment Security tax, L&I tax, and sales tax when collected
  - Submit annual BARS report and conduct annual audit with State Auditor's Office
  - Prepare and submit monthly and quarterly grant billings
- District Administration
  - Prepare and approve Annual Work Plan and Budget
  - Compile Annual Report
  - Complete Long-range planning for 2023 – 2027
  - Conduct District operations review in coordination with WSCC
  - Update Board governance, financial management, operating, and personnel policies
  - Conduct annual performance reviews, develop training plans, write position descriptions, and hire as needed and approved
  - Manage funding and consultant contracts
  - Conduct market-based analysis of the WCD compensation system
  - Maintain and update office building and equipment, maintain District fleet and other equipment, maintain computing capacity and cyber-security
- Rate Authorization
  - Prepare and submit a proposed system of rates and charges by August 1, 2022 for consideration by the Whatcom County Council

Funding Source(s): Washington Conservation Commission (direct/indirect), Other Indirect Funded Overhead

Activities for FY2023	Target Dates	Person Responsible	Time(Days) Required	Estimated Funding
Board of Supervisors Operations and Development	6/30/2023	Brandy Reed	43	$18,615
District Financial Management	6/30/2023	Brandy Reed	138	$59,568
District Administration	6/30/2023	Brandy Reed	169	$72,968
Rate Authorization	11/1/2022	Brandy Reed	81	$35,000



Fiscal Year Budget Summary

Natural Resource Priority Program Area	Funding Estimate	
Water Quality	$827,928	*50%*
Habitat Enhancement	$407,459	*25%*
Water Quantity	$102,556	*6%*
Conserving Working Lands	$ 14,900	*1%*
Climate Resiliency and Preparedness	$ 86,006	*5%*
District Program Area		
District and Program Communications, Marketing, and Outreach	$ 25,000	*2%*
Board, Finance, and Administration	$186,151	*11%*
TOTAL	$1,6500,000	

Fiscal Year 2023 Projected Income Statement

Revenue	
Federal	557,040.00
State	750,915.00
Local	317,460.00
Other (Interest/Sales)	24,585.00
Total Revenue	1,650,000.00
Expenses	
Payroll Costs	1,039,500.00
Cost-share	293,370.00
Contracted/Services	248,655.00
Supplies	64,680.00
Other	3,795.00
Total Expenses	1,650,000.00
Net Income	-

Whatcom Conservation District

State Fiscal Year 2022 Work Plan & Budget

FY2022 (7/1/21 – 6/30/22) Work Plan & Budget
Whatcom Conservation District

For More Information Contact: wcd@whatcomcd.org



Mission

"The Whatcom Conservation District assists land managers with their conservation choices through technical and financial assistance to implement best management practices so that the natural resources will be available to future generations."

Natural Resource Priorities

- ***Water Quality***
  - *Shellfish harvest areas in Portage Bay remain closed to fall harvest because of high fecal coliform in growing waters. Drayton Harbor is threatened with a shellfish growing water downgrade. Some drinking water wells have higher than the maximum level of nitrate. Lake Whatcom remains vulnerable to the harmful effects of algal blooms due to excessive levels of phosphorous.*
  - *This is both a regional and local priority.*
  - *Data relied upon*
    - *Bacteria - Ensuring abundant, healthy shellfish for ecosystem health and for commercial, subsistence and recreational harvest consistent with ecosystem protection is Strategy No. 19 for the 2018-2022 Action Agenda for Puget Sound.*
    - *Nitrate - Nitrate is a concern for both drinking water supplies (See here.) and Puget Sound (See here.)*
    - *Phosphorous - Lake Whatcom water quality has been deteriorating due to increased phosphorous inputs that are resulting in algal blooms and depleted oxygen levels. (See here)*
  - *Other entities engaged in addressing*
    - *Bacteria in surface water include Whatcom County Public Works, Health & Planning Departments; Lummi Nation & Nooksack Indian Tribe, Washington State Departments of Agriculture, Health & Ecology, and USDA Natural Resources Conservation Service. (See here)*
    - *Nitrate pollution as part of an international transboundary nitrogen pilot includes natural resource scientists and natural resource professionals from Canada, US, the Lummi Nation and Nooksack Indian Tribe. (See here.)*
    - *Phosphorous in Lake Whatcom include the City of Bellingham, Whatcom County and Lake Whatcom Water & Sewer District. (See here)*
- ***Inadequate Habitat***
  - *Fish passage barriers, inadequate riparian areas, and inadequate instream habitat features impair the productivity of valued salmon species and impair the ecosystem processes that provide benefits for adjacent landowners as well as fish and wildlife. The lack of prey is a limiting factor to the recovery of the Southern Resident Orca. (See here)*
  - *The lack of undeveloped and connected patches of native vegetation for movement and crossings in lowland Whatcom County limit wildlife both for local and migrating wildlife. (See here)*
  - *This is both a regional and local priority.*
  - *Data relied upon includes WRIA 1 Salmon Recovery Plan (See here.) and 2018-2022 Action Agenda for the Puget Sound (See here.).*
  - *Other entities engaged in addressing habitat include Whatcom County, Lummi Nation, Nooksack Indian Tribe of Indians, Nooksack Salmon Enhancement Association, Whatcom Land Trust, USDA FSA and NRCS.*

- ***Water Quantity***
  - *There is concern that there is not enough water to meet the needs of our diverse community now and into the future due to projected population growth.*
  - *Flooding during severe climate fluctuations affects agricultural lands, urban areas along the river as well as sustainable salmon habitat.*
  - *This is both a state and local priority.*
  - *Data relied upon includes Chapter 173-501 WAC Instream Resources Protection Program – Nooksack Water Resource Inventory Area (WRIA) (See here) and WRIA 1 Watershed Management Plan & Associated Documents. (See here)*
  - *Other entities engaged in addressing this include the WRIA 1 Planning Unit, Whatcom County, City of Bellingham, PUD #1, Washington State Department of Ecology, Lummi Nation, and Nooksack Indian Tribe.*
- ***Conserving Working Lands***
  - *Well stewarded farm and forestry land provides environmental benefits in addition to food, fiber and fuel. These include aquifer recharge, storm water retention, and habitat. They also provide aesthetic and recreational values.*
  - *Regulations, market competition, and influx of people into the County are raising land values.*
  - *Low market prices for commodities and competition for land by other land uses make it difficult to make farming and forestry sustainable in Whatcom County.*
  - *This is a national, state and local priority*
  - *Data relied upon includes that from American Farmland Trust (See here), Office of Farmland Preservation (See here) and Whatcom County. (See here)*
  - *Other entities engaged in addressing this include Whatcom County, Whatcom Land Trust, Sustainable Connection, American Farmland Trust and The Conservation Fund.*

Program Areas: *There are two program areas: "Natural Resource" and "District". Natural resource programs are those created to address the natural resource priorities identified in the District's Five-year Plan. District programs are those that support basic operations, education and outreach with landowners, and engagement with other agencies and groups to advance the District's mission. To support these program areas, District staff have been organized into five teams: Livestock, Habitat, Science and Research, Education and Outreach, Administration.*

Natural Resource Priority Program Area: Water Quality

Goals:

- Contribute to upgrade of all shellfish harvest areas impaired by coliform bacteria pollution.
- Reduce reactive nitrogen (N^r) pollution in surface and groundwater to below water quality standard.
- Achieve the phosphorous TMDL limit set for Lake Whatcom.
- Increase awareness of water quality impacts and mitigation measures for sustained water quality improvements.

Natural Resource Measurable Result Objective:

- Contribute to the success of our local PIC program so that sampled freshwater sites are analyzed and displayed in a manner to change behavior to meet the water quality standard for fecal coliform bacteria.

- Nutrient management plans will be developed, implemented and evaluated to reduce the number of domestic wells showing nitrate levels at or above the drinking water standard and reduce the amount nutrients and bacteria entering estuarine environments in adjacent bays of the Salish Sea via surface runoff.
- Advanced storm water projects will be designed to provide assistance to landowners to install and reduce phosphorous entering Lake Whatcom so as to achieve TMDL targets.
- Work local municipalities to monitor water quality and implement an outreach program supporting behavior change by city residents that might be impacting water quality and support National Pollutant Discharge Elimination System (NPDES) efforts in the region.
- Conduct research and demonstration projects evaluating the effectiveness of agricultural conservation practices on water quality protection to improve adoption.

Programmatic Measurable Result Objective:

- Commercial Livestock Operations
  - 25 Technical Assistance and Assessments conducted
  - 10 Plans developed
  - 10 Plans Implemented or Projects Installed
  - 10 Cost share Projects Facilitated
- Non-commercial Livestock Operations
  - 40 Technical Assistance and Assessments conducted
  - 30 Plans developed
  - 15 Plans Implemented or Projects Installed
  - 10 Cost share Projects Facilitated
- Complete 14 residential LID projects through the Lake Whatcom Homeowner Incentive Program (HIP)
- Research and Effectiveness Monitoring
  - Begin implementation of research on water level control structure on agricultural lands to manage subsurface water to improve agricultural productivity while conserving and protecting surface and groundwater resources.
  - Assist the Nooksack-Fraser Transboundary Nitrogen Project evaluating the nature and extent and sources of reactive nitrogen contamination in Whatcom County.
  - Evaluation of the effectiveness of best management practices at four Edge of Field monitoring sites.
  - Conduct instream monitoring of pollutants (e.g. nitrate, E.coli, total suspended solids, etc.) to understand trends and concentration of in-stream pollutants.
  - Support the continued development of local microbial source tracking (MST) methodologies.
  - Manure Spreading Advisory support and improvement.
  - Support installation of weather and soil monitoring stations for use by farmers by WSU's AgWeatherNet.
  - Continue work with WSU in developing climate and precipitation modeling to assess likely changes in future weather patterns on BMP effectiveness.
  - Report to partners and landowners on results of county-wide water quality data collection, display and analysis.

- Improve characterization of watersheds and management by landowners in partnership with NRCS on NWQI Watershed Assessment reports.

Funding Source(s): Whatcom County, Washington State Department of Health, Washington State Conservation Commission, City of Bellingham, City of Lynden, USDA-NRCS

WATER QUALITY	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Livestock Sources Technical Assistance				
Provide Technical Assistance	On going	Livestock	56	$18,758
Conduct Risk Assessments	On going	Livestock	97	$29,318
Develop/Update Conservation Plans	On going	Livestock	297	$78,966
Implement Conservation Plans	On going	Livestock	43	$10,770
Cooperator Follow-up & Adaptive Management	On going	Livestock	41	$10,794
Livestock Sources Financial Assistance				
Structural Practice Planning & Implementation		Livestock	56	$17,874
Advanced Waste Treatment Practices (RCPP) - monitoring	On going	Research	25	$7,963
Implement Cost-share Program	On going	Livestock	5	$1,430
Complete Cultural Resource Investigations	On going	Habitat	11	$4,595
Research, Data, & Effectiveness Monitoring				
Edge of Field Program	On going	Research	145	$44,048
NRCS-NWQI Watershed Assessments	Spring-Fall	Research	66	$24,263
Water Quality Data Coordination	On going	Research	191	$68,854
Discovery Farms Program	On going	Research	23	$11,291
Coordinate research, monitoring, and modeling projects and activities	On going	Research	54	$22,061
CIG - Water Control Structures	On going	Research	45	$16,999
Watershed Improvement Projects				
Lake Whatcom HIP Program	On going	Education & Habitat	245	$92,027
Local NPDES Stormwater Education	On going	Education	113	$34,484
Non-livestock Conservation Practice Planning and Implementation	On going	Livestock	0	$-
General				

Work with other Agencies & Stakeholders	On going	Livestock	56	$22,962
Manage databases	On going	Corina	11	$3,722
Map/Maintain GIS Layers	On going	Andrew	11	$4,846
		TOTALS:	**1591**	**$526,022**

Natural Resource Priority Program Area: Habitat

Goal(s):

- Enhancement of riparian areas along lowland streams and wetlands to improve fish and wildlife habitat and improve water quality.
- Enhancement of salmon habitat by increasing channel complexity and instream fish habitat in priority habitat areas.
- Restoration of access to fish habitat by removing fish passage barriers.
- Restoration of access to habitat by restoring lower Nooksack River floodplain connections without adversely affecting the agricultural base.
- Protection of juvenile fish by assisting producers with support and resources to secure and use fish friendly pump intakes.
- Integration of Oregon Spotted Frog habitat protections into salmon habitat enhancement projects.

Natural Resource Measurable Result Objective:

- 2 miles and 20 acres of new riparian buffers in priority reaches
- 8 barriers to fish passage removed
- 10 miles of salmon habitat opened
- 3 instream wood habitat structures installed

Programmatic Measurable Result Objective:

- 35 landowners contacted
- 15 plans written
- 20 projects installed
- 110 projects maintained

Funding Source(s): Washington State Conservation Commission, Whatcom County, USDA NRCS/FSA, USFWS

HABITAT ENHANCEMENT	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Conservation Reserve Enhancement Program				
Plan and contract new projects and cooperators	Winter/Spring	Habitat	191	$84,572
Plan and contract re-enrollments	Winter/Spring	Habitat	56	$23,422

Develop and implement project	Winter/Spring	Habitat	135	$58,303
Monitor and maintain projects	Summer/Fall	Habitat	74	$33,043
Administer CREP cost-share/maintenance reimbursements	On going	Habitat	11	$4,595
NRCS Funded Habitat Projects				
Fish Passage Barrier Removal	On going	Frank	45	$22,475
Riparian Restoration	On going	Frank	11	$5,619
Instream habitat	On going	Frank	11	$5,619
Other Habitat Projects				
Nooksack River fish screening	On going	Frank	2	$1,124
Fish Screens	On going	Frank	0	$-
General				
Work with other Agencies & Stakeholders	On going	Frank	27	$13,076
Manage databases	On going	Wayne/Andrew	34	$14,036
Map/Maintain GIS Layers	On going	Andrew	14	$5,815
		TOTALS:	**612**	**$271,698**

Natural Resource Priority Program Area: Water Quantity

Goal(s):

- Contribute to the development of a water resource management plan and strategy that assists resolution of the conflicts between instream flow, sustainability of harvestable fish, natural salmon productivity and viable resource lands through:
  - Lead county-wide domestic water conservation program.
  - Cost effective water use efficiencies for resource landowners and operators to keep lands in production with legal water allocation of water in time and place consistent with agreed fish productivity (aquatic, riparian habitat and seasonal stream flows) by agricultural water users and fish and wildlife co-managers
- Support Individual landowners, special districts, and municipalities in addressing water quantity concerns (too much/too little).

Natural Resource Measurable Result Objective:

- Decrease in Whatcom Water Alliance members Summer water use and/or Equivalent Residential Unit (ERU)
- Implementation of agricultural irrigation water use efficiencies and practices without prejudice to existing water rights.
- Support water use efficiencies by agricultural and residential users to conserve water and increase seasonal instream flows.

Programmatic Measurable Result Objective:

- Framework for hiring an individual to head a Water Use Efficiencies and Conservation program in partnership with Whatcom County.

- Research how water control structures in drainage structures can improve the quality and quantity of sub-surface ground water resources while maintaining/improving crop productivity.
- Install and improve data coverage (soil water probes) and public data accessibility at an additional weather station for irrigation decision support in cooperation with WSU's AgWeatherNet.
- 5 landowners will adopt and implement of irrigation efficiencies practices with technical planning and assistance.
- Increase website content and outreach events/media on irrigation and water efficiencies for agricultural water users.
- Lead county-wide domestic water conservation program with Whatcom Water Alliance (WWA):
    1. WWA website and data portal created
    2. 20 WWA members engaged in WUE efforts
    3. 50 Water use efficiency rebates to domestic landowner
    4. A school-based curriculum developed on Water use efficiency using the Whatcom Explorer Mobile Watershed

Funding Source(s): Washington Conservation Commission, Whatcom County, USDA-NRCS, and City of Lynden, Whatcom Water Alliance members

WATER QUANTITY	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Develop Water Use Efficiencies & Conservation Programs				
Agriculture	Thru Winter	Nichole	25	$10,175
Domestic (WWA)	On going	Aneka	99	$34,956
Address Flooding & Drainage Problems				
Flood Protection Projects (Assist Whatcom County Public Works)	On going	Habitat	11	$5,619
Drainage Enhancement Projects (Assist DIDs & WIDs)	On going	Habitat	14	$6,588
Other Water Quantity Projects				
Irrigation Water Management	On going	Nichole	14	$6,390
Water Development	On going	Frank	0	$-
General				
Work with other Agencies & Stakeholders	On going	George/Frank	7	$3,751
Manage databases		Andrew	2	$969
Map/Maintain GIS Layers		Andrew	2	$969
		TOTALS:	**173**	**$69,417**

Natural Resource Priority Program Area: Conserving Working Lands

Goal(s):

- Whatcom County residents appreciate the value of natural resource-based industries and support the sustainability of working lands.
- Farmers, foresters, and ranchers will increasingly exhibit good stewardship to protect and enhance water quality, quantity, restore habitat through implementation of conservation practices
- Farmers, foresters, and ranchers are publicly acknowledged for delivering environmental services to their community.
- Reduction of regulatory burden on Working lands will be reduced through adoption of best management practices
- Markets are developed to improve the benefits and costs of operations and sustain the infrastructure to support viability of working lands to protect them from conversion to other uses.
- Reduce risk of harm to people and property through assisting in landowner adoption of fire preparedness practices.

Natural Resource Measurable Result Objective:

- Acres protected through purchase of development rights.
- Landowner recognition programs will demonstrate and highlight positive steps landowners are taking to protect and enhance environmental values.
- Advance the Whatcom County Ag-Watershed Pilot Project with regard to establishing an environmental services marketplace.
- Reduce wildfire potential and increase preparedness in areas of moderate to high wildfire risk.

Programmatic Measurable Result Objective:

- 2 landowners will adopt and implement stewardship plans and participate in the County's RCPP
- Attend 10 Ag Advisory and relevant Purchase of Development Rights Committee meetings
- 10 landowners will be recognized publicly for their commitment to land stewardship
- Wildfire Risk Reduction Program:
  1. Complete 20 individual home wildfire risk assessments & wildfire risk reduction plans
  2. Give 3 presentations to communities on wildfire preparedness
  3. Assist 3 communities with wildfire planning efforts
  4. Establish 1 new Firewise USA Community
  5. Complete 2 hazardous fuels reduction projects

Funding Source(s): Washington Conservation Commission, City of Bellingham, Skagit CD & Whatcom County

CONSERVING WORKING LANDS	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Assist farmers access equipment				

Manure Spreader	Spring/Summer	Livestock Team	2.25	$419
Poultry processing	On going	Livestock Team	2.25	$419
Support local initiatives				
Attend County Ag Advisory & PDR Committees	On going	George/Larry	23	$13,138
Stewardship recognition	On going	Outreach	38	$14,474
Environmental market place to add to the farmers bottom line	On going	George	11	$6,569
Become more resilient, adapt or mitigate harmful impacts of climate change	On going	Team Leaders	11	$3,905
Reduce risk of loss to fire	On going	Edu & Outreach	155	$54,263
		TOTALS:	**243**	**$93,187**

District Program Area: Education and Outreach

Goal(s):

- Whatcom County residents will have an ecological understanding and place-based connection to the land, resources and economy promoting responsible stewardship and sustainable land management.
- Farmers, producers, and landowners exhibit good stewardship in protecting and enhancing water quality, water quantity, and wildlife habitat.
- Whatcom Conservation District is a vital part of community interaction; seen as trusted advisors, with a depth of understanding of both the regulatory framework and land conservation stewardship practices.
- All Whatcom County residents and elected officials value natural resource-based industries such that they support the protection of working lands and their land managers.

Programmatic Measurable Result Objective:

- Enroll 40 new voluntary technical assistance contacts to our non-dairy farm planning team
- Increase website traffic 10,000 hits above last year
- Monthly e-news (Reaching 1000 people/month) Increase number of e-new subscribers (200 per year)
- Whatcom Explorer Watershed Education (20 schools, 55 teachers, 1,500 students/year) *
- Develop high quality digital lesson plans and curriculum to support teachers and parents (4 per year)*
- Print material including newsletter, postcards (Reaching 4,000+)
- Develop high quality digital library on stewardship related topics (8 per year) *
- Installation of conservation practice signs on agricultural fields around county (i.e., Conservation Cover, Cover Crops, etc.)
- Increase Social Media presence Facebook and YouTube (increase by 20% over previous year)

- Maintain a community presence by nurturing partnerships and offering to present, educate, table, etc. at community functions (in-person or virtual)*
- Coordinate events, expos, trainings and tours to promote voluntary stewardship *
- Reach out to minority land users to support cultural diversity, understanding of conservation principles and exhibition of good stewardship.

**will depend on COVID19 recommendations*

Funding Source(s): Washington Conservation Commission, Whatcom County, City of Lynden, Washington State Department of Agriculture, and Whatcom Community Foundation

PUBLIC EDUCATION & OUTREACH	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Outreach				
Outreach to Community so that it values and supports agriculture, forestry and District programs	On going	Aneka	45	$13,793.40
Outreach to landowners and occupiers so that they exhibit good conservation stewardship	On going	Aneka	45	$13,793
Social Marketing Initiatives				
Survey Landowners/Community as to awareness and needs	On going	Education & Coordinators	0	
Publish Newsletters/flyers/articles/notices	Annually	Education	36	$11,917
Maintain web content, social media presence & information videos	On going	Education & Coordinators	36	$13,526
Conducting Events & Workshops				
Run with the Chums, WOW, Earth Day, Sea Feast etc.	On going	Education	43	$13,935
Livestock stewardship workshops (Nutrient Management Trainings, Small Farm Expo, Speaker Series, etc.)	On going	Education & Livestock	88	$27,813
Plant Sale	Jan-Mar 2022	Habitat	52	$20,308
Engaging Educational Community				
Higher Education Opportunities (guest lectures, tours, Internships, Capstone, etc.)	On going	Education & Research	16	$7,086
Watershed Education	On going	Education	29	$6,850

General				
Work with other Agencies & Stakeholders	On going	Education/Research	27	$11,552
Manage databases	On going	Andrew	2	$969
Map/Maintain GIS Layers	On going	Andrew	2	$969
		TOTALS:	**421**	**$142,512**

District Program Area: Operations & Administration

Goal(s):

The District will be recognized as:

- An "honest broker" who is accepted by all sides as impartial.
- A "trusted messenger" in the Community.
- A leader in anticipating and fulfilling the conservation needs of Whatcom County.
- Efficient in applying taxpayer dollars to effective conservation programs.

Programmatic Measurable Result Objective:

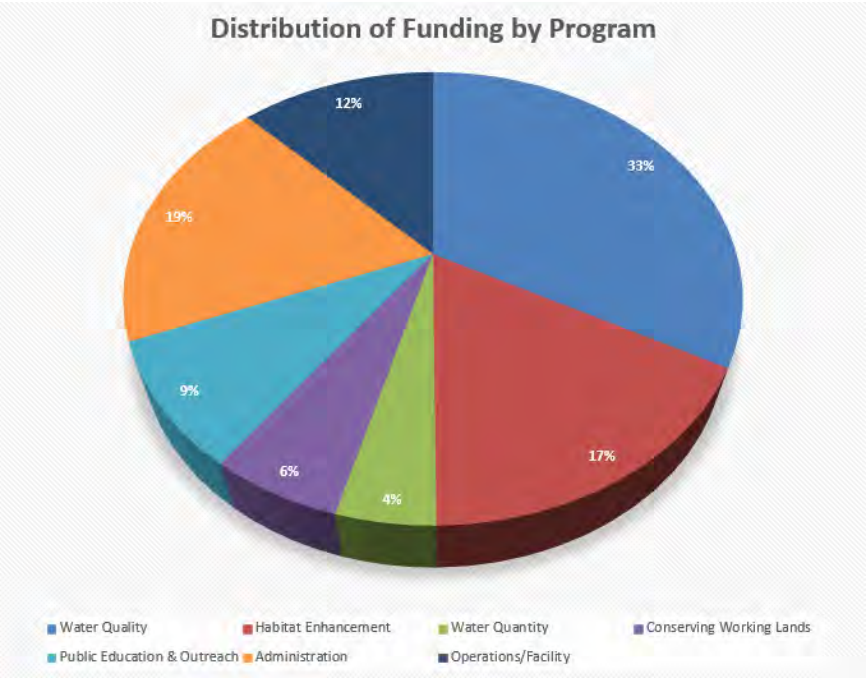
- Introduce WCD to 10 key stakeholder audiences in the community
- Complete updates of the District's
  - personnel manual
  - policies
  - compensation package
- Complete analysis of the District's funding model and alternatives.

Funding Source(s): Washington State Conservation Commission & District Savings

DISTRICT OPERATIONS	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Special Initiatives				
Establish the District as an Honest Broker and Trusted Messenger in the eyes of the Community	On going	Board & E.D.	23	$10,293
Develop Rates and Charges request	Jul - Sep	Board & E.D.	23	$13,138
Review/update District policies, personnel manual, employee compensation package and funding model.	Jul - Dec	Board & E.D.	56	$32,846
External				

General Technical Assistance to anyone not in specific program	On going	All Staff	27	$10,519
Work with other Agencies & Stakeholders		George	23	$13,138
WSCC Center for Technical Development	On going	Nichole	52	$25,000
Internal				
Administer Programs/Grants	On going	Management Team	297	$124,355
Provide the professional development, training, equipment and support to District staff necessary to successfully accomplish their respective program responsibilities	On going	E.D. & Team Coordinators	79	$39,090
Run an efficient, economical election process	Jan - March	Dawn	34	$12,904
Manage databases	On going	Andrew	23	$9,691
Maintain Communications/Network/Computer systems	On going	Andrew	23	$9,691
		TOTAL:	**657**	**$300,666**

Fiscal Year 2022 Budget



	Full-time Equivalents	Estimated Funding	
Water Quality	7.1	$526,022	33%
Habitat Enhancement	2.7	$271,698	17%
Water Quantity	0.8	$69,417	4%
Conserving Working Lands	1.1	$93,187	6%
Public Education & Outreach	1.9	$142,512	9%
Administration	2.9	$300,666	19%
Operations/Facility		$196,490	12%
TOTAL:	**16.4**	**$1,599,992**	**100%**

Whatcom Conservation District

State Fiscal Year 2021 Work Plan & Budget

FY2021 (7/1/20 – 6/30/21) Work Plan & Budget
Whatcom Conservation District

For More Information Contact: wcd@whatcomcd.org



Mission

"The Whatcom Conservation District assists land managers with their conservation choices through technical and financial assistance to implement best management practices so that the natural resources will be available to future generations."

Natural Resource Priorities

- *Water Quality*
  - *Shellfish harvest area in Portage Bay remain closed to fall harvest because of high fecal coliform in growing waters. Drayton Harbor is threatened with a shellfish growing water downgrade. Some drinking water wells have higher than the maximum level of nitrate. Lake Whatcom remains vulnerable to the harmful effects of algal blooms due to excessive levels of phosphorous.*
  - *This is both a regional and local priority.*
  - *Data relied upon*
    - *Bacteria - Ensuring abundant, healthy shellfish for ecosystem health and for commercial, subsistence and recreational harvest consistent with ecosystem protection is Strategy No. 19 for the 2018-2022 Action Agenda for Puget Sound.*
    - *Nitrate – Nitrate is a concern for both drinking water supplies (See here.) and Puget Sound (See here.)*
    - *Phosphorous - Lake Whatcom water quality has been deteriorating due to increased phosphorous inputs that are resulting in algal blooms and depleted oxygen levels. (See here)*
  - *Other entities engaged in addressing*
    - *Bacteria in surface water include Whatcom County Public Works, Health & Planning Departments; Lummi Nation & Nooksack Indian Tribe, Washington State Departments of Agriculture, Health & Ecology, and USDA Natural Resources Conservation Service. (See here)*
    - *Nitrate pollution as part of an international transboundary nitrogen pilot includes natural resource scientists and natural resource professionals from Canada, US, the Lummi Nation and Nooksack Indian Tribe (See here.)*
    - *Phosphorous in Lake Whatcom include the City of Bellingham, Whatcom County and Lake Whatcom Water & Sewer District. (See here)*
- *Inadequate Habitat*
  - *Fish passage barriers, inadequate riparian areas, and inadequate instream habitat features impair the productivity of valued salmon species and impair the ecosystem processes that provide benefits for adjacent landowners as well as fish and wildlife. The lack of prey is a limiting factor to the recovery of the Southern Resident Orca. (See here)*
  - *The lack of undeveloped and connected patches of native vegetation for movement and crossings in lowland Whatcom County limit wildlife both for local and migrating wildlife. (See here)*
  - *This is both a regional and local priority.*
  - *Data relied upon includes WRIA 1 Salmon Recovery Plan (See here.) and 2018-2022 Action Agenda for the Puget Sound (See here.)*
  - *Other entities engaged in addressing habitat include Whatcom County, Lummi Nation, Nooksack Indian Tribe of Indians, Nooksack Salmon Enhancement Association, Whatcom Land Trust, USDA FSA and NRCS.*

- *Water Quantity*
  - *There is concern that there is not enough water to meet the needs of our diverse community now and into the future due to projected population growth.*
  - *Flooding during severe climate fluctuations affects agricultural lands, urban areas along the river as well as sustainable salmon habitat.*
  - *This is both a state and local priority.*
  - *Data relied upon includes Chapter 173-501 WAC Instream Resources Protection Program – Nooksack Water Resource Inventory Area (WRIA) (See here), proposed rule amendment (See here) and WRIA 1 Watershed Management Plan & Associated Documents (See here)*
  - *Other entities engaged in addressing this include the WRIA 1 Planning Unit, Whatcom County, City of Bellingham, PUD #1, Washington State Department of Ecology, Lummi Nation, and Nooksack Indian Tribe*
- *Conserving Working Lands*
  - *Well stewarded farm and forestry land provides environmental benefits in addition to food, fiber and fuel. These include aquifer recharge, storm water retention, and habitat. They also provide aesthetic and recreational values.*
  - *Regulations, market competition, and influx of people into the County are raising land values.*
  - *Low market prices for commodities and competition for land by other land uses make it difficult to make farming and forestry sustainable in Whatcom County.*
  - *This is a national, state and local priority*
  - *Data relied upon includes that from American Farmland Trust (See here), Office of Farmland Preservation (See here) and Whatcom County (See here)*
  - *Other entities engaged in addressing this include Whatcom County, Whatcom Land Trust, Sustainable Connection, American Farmland Trust and The Conservation Fund.*

Program Areas: *There are two program areas: "Natural Resource" and "District. Natural resource programs are those created to address the natural resource priorities identified in the District's Five-year Plan. District programs are those that support basic operations, education and outreach with landowners, engagement with other agencies and groups to advance the District's mission. To support these program areas, District staff have been organized into six teams: Livestock, Habitat, Science & Research, Education and Outreach, Engineering and Administration.*

Natural Resource Priority Program Area: Water Quality

Goals:

- Contribute to upgrade of all shellfish harvest areas impaired by coliform bacteria pollution.
- Reduce reactive nitrogen (N^r) pollution in surface and groundwater to below water quality standard.
- Achieve the phosphorous TMDL limit set for Lake Whatcom.

Natural Resource Measurable Result Objective:

- We will contribute to the success of our local PIC program so that sampled freshwater sites (excluding those at the international border) are analyzed and displayed in a manner to change behavior to meet the water quality standard for fecal coliform bacteria.
- Nutrient management plans will be developed, implemented and evaluated to reduce the number of domestic wells showing nitrate levels at or above the drinking water standard and reduce the amount nutrients and bacteria entering estuarine environments in adjacent bays of the Salish Sea via surface runoff.
- Advanced storm water projects will be designed to provide assistance to landowners to install and reduce phosphorous entering Lake Whatcom so as to achieve TMDL targets.
- Work with the City of Lynden to monitor water quality implement an outreach program supporting behavior change city residents that might be impacting water quality.
- Design a storm water management plan for the Northwest Washington Fairgrounds that will treat and infiltrate storm water.

Programmatic Measurable Result Objective:

- Commercial Livestock Operations
  - 25 Technical Assistance and Assessments conducted
  - 10 Plans developed
  - 10 Plans Implemented or Projects Installed
  - 10 Cost share Projects Facilitated
- Non-commercial Livestock Operations
  - 40 Technical Assistance and Assessments conducted
  - 30 Plans developed
  - 15 Plans Implemented or Projects Installed
  - 7 Cost share Projects Facilitated
- Complete 6 Target HIP projects, 8 DIY HIP projects
- Research and Effectiveness Monitoring
  - Begin implementation of research on water level control structure in agricultural drainage structures to manage subsurface water to improve agricultural productivity while conserving and protecting surface and groundwater resources.
  - Assist the Nooksack-Fraser Transboundary Nitrogen Project in the monitoring, evaluating the nature, extent and sources of reactive nitrogen contamination.
  - Evaluation of the effectiveness of best management practices at four Edge of Field monitoring sites.
  - Conduct instream monitoring of pollutants (e.g. nitrate, E.coli, total suspended solids, etc.) to understand trends and concentration of in-stream pollutants.
  - Support the development of microbial source tracking (MST) methodologies.
  - Manure Spreading Advisory support and improvement.
  - Support installation of weather and soil monitoring stations for use by farmers by WSU's AgWeatherNet.
  - Continue work with WSU in developing climate and precipitation modeling and establishing AgWeatherNet stations to assess likely changes in future weather patterns on BMP effectiveness.

- Report to partners and landowners on results of County-wide water quality data collection, display and analysis.
- Improve characterization of watersheds and management by landowners in partnership with NRCS on NWQI Watershed Assessment reports

➢ Storm water management report for the Northwest Washington Fair and Event Center to address suspected conveyances of pollution and to illustrate treatment techniques to the public.

Funding Source(s): Whatcom County, Washington State Department of Health, Washington State Conservation Commission, City of Bellingham, City of Lynden, USDA-NRCS

WATER QUALITY	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Livestock Sources Technical Assistance				
Provide Technical Assistance	On going	Livestock	56	$ 18,758
Conduct Risk Assessments	On going	Livestock	97	$ 29,318
Develop/Update Conservation Plans	On going	Livestock	297	$ 78,966
Implement Conservation Plans	On going	Livestock	43	$ 10,770
Cooperator Follow-up & Adaptive Management	On going	Livestock	41	$ 10,794
Livestock Sources Financial Assistance				
Structural Practice Planning & Implementation		Livestock	56	$ 17,874
Advanced Waste Treatment Practices (RCPP) - monitoring	On going	Research	25	$ 7,963
Implement Cost-share Program	On going	Livestock	5	$ 1,430
Complete Cultural Resource Investigations	On going	Habitat	11	$ 4,595
Research, Data, & Effectiveness Monitoring				
Edge of Field Program	On going	Research	145	$ 44,048
NRCS-NWQI Watershed Assessments	Spring-Fall	Research	66	$ 24,263
Water Quality Data Coordination	On going	Research	191	$ 68,854
Discovery Farms Program	On going	Research	23	$ 11,291
Coordinate research, monitoring, and modeling projects and activities	On going	Research	54	$ 22,061
CIG - Water Control Structures	On going	Research	45	$ 16,999
Watershed Improvement Projects				
Lake Whatcom HIP Program	On going	Education & Habitat	290	$ 111,298
City of Lynden	On going	Education	68	$ 20,155
Install stormwater management facilities for The Fairgrounds	Summer/Fall	Ed & Habitat	16	$ 6,130
Non-livestock Conservation Practice Planning and Implementation	On going	Livestock	0	$ -

General					
Work with other Agencies & Stakeholders	On going	Livestock	56	$	22,962
Manage databases	On going	Corina	11	$	3,722
Map/Maintain GIS Layers	On going	Andrew	11	$	4,846
		TOTALS:	**1607**	**$**	**537,094**

Natural Resource Priority Program Area: Habitat

Goal(s):

- Restore and enhancing riparian areas along lowland streams and wetlands to improve fish and wildlife habitat, improve water quality and attenuate flood waters.
- Restore and enhance salmon habitat enhancing channel complexity and instream fish habitat in priority habitat areas.
- Restore access to habitat by removing fish passage barriers.
- Restore access to habitat by restoring lower Nooksack River floodplain connections without adversely affecting the agricultural base.
- Protect juvenile fish by assisting producers with support and resources to secure and use fish friendly pump intakes.

Natural Resource Measurable Result Objective:

- 2 miles and 20 acres of new riparian buffers in priority reaches
- 8 barriers to fish passage removed
- opening 10 miles of salmon habitat opened
- 3 instream wood habitat structures installed

Programmatic Measurable Result Objective:

- 25 landowners contacted
- 15 plans written
- 10 projects installed
- 125 projects maintained

Funding Source(s): Washington State Conservation Commission, Whatcom County, Washington State Dept. Of Commerce and USDA NRCS and FSA

HABITAT ENHANCEMENT	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**	
Conservation Reserve Enhancement Program					
Plan and contract new projects and cooperators	Winter/Spring	Habitat	155	$	68,194
Plan and contract re-enrollments	Winter/Spring	Habitat	56	$	23,422
Develop and implement project	Winter/Spring	Habitat	144	$	62,798

Monitor and maintain projects	Summer/Fall	Habitat	47	$	21,160
Administer CREP cost-share/maintenance reimbursements	On going	Habitat	11	$	4,595
NRCS Funded Habitat Projects					
Fish Passage Barrier Removal	On going	Frank	34	$	16,856
Riparian Restoration	On going	Frank	11	$	5,619
Instream habitat	On going	Frank	0	$	-
Other Habitat Projects					
Fishtrap Creek habitat assessment and improvements	Spring-Fall	Frank	9	$	4,337
Nooksack River fish screening	On going	Frank	5	$	2,247
Fish Screens	On going	Frank	0	$	-
General					
Work with other Agencies & Stakeholders	On going	Frank	27	$	13,076
Manage databases	On going	Wayne/Andrew	34	$	14,036
Map/Maintain GIS Layers	On going	Andrew	14	$	5,815
		TOTALS:	**547**	**$**	**242,155**

Natural Resource Priority Program Area: Water Quantity

Goal(s):

- Contribute to the development of a water resource management plan and strategy that assists resolution of the conflicts between instream flow, sustainability of harvestable fish, natural salmon productivity and viable resource lands through:
  - A plan and implementation strategy for a shared County-wide domestic water conservation program.
  - Illustration of the relationship between precipitation, aquifer levels, instream flows, riparian habitat and natural fish production,
  - Cost effective water use efficiencies for resource landowners and operators to keep lands in production with legal water allocation of water in time and place consistent with agreed fish productivity (aquatic, riparian habitat and seasonal stream flows) by agricultural water users and fish and wildlife co-managers
- Support Individual landowners, special districts, and municipalities in addressing water quantity concerns (too much/too little).

Natural Resource Measurable Result Objective:

- Watershed Improvement Districts and Treaty Tribes are negotiating watershed management issues that address their common concerns for water quality, water quality and fish productivity
- The legislature is considering a pilot watershed management project to allocate water between instream flows and seasonal water users without prejudice to existing water rights.
- Whatcom Water Alliance members report Summer water use and/or Equivalent Residential Unit (ERU) decrease from 2019
- Implementation of agricultural irrigation water use efficiencies and practices without prejudice to existing water rights.

Programmatic Measurable Result Objective:

- A gap analysis and framework for an Agricultural Water Use Efficiencies and Conservation program in Whatcom County.
- Research how water control structures in drainage structures can improve (quality & quantity) of surface and ground water resources while improving crop productivity.
- Install and improve data coverage (soil water probes) and public data accessibility at five weather stations for irrigation decision support in cooperation with WSU and AgWeatherNet.
- 5 landowners wil adopt and implement of irrigation efficiencies practices with technical planning and assistance.
- Produce website content and outreach events/media on irrigation and water efficiencies for agricultural water users.
- Whatcom Water Alliance (WWA) or Residential Water Use efficiency work
    1. A program and implementation plan for WWA for 2021
    2. A school-based curriculum on Water use efficiency using the Whatcom Explorer Mobile Watershed

Funding Source(s): Washington Conservation Commission, Whatcom County, USDA-NRCS, and City of Lynden (Whatcom Water Alliance), Whatcom Community Foundation

WATER QUANTITY	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Develop Water Use Efficiencies & Conservation Programs				
Agriculture	Thru Winter	Nichole	25	$ 10,175
Rural & Commercial		Aneka	0	$ -
Address Flooding & Drainage Problems				
Flood Protection Projects (Assist Whatcom County Public Works)	On going	Habitat	20	$ 10,114
Drainage Enhancement Projects (Assist DIDs & WIDs)	On going	Habitat	14	$ 6,588
Other Water Quantity Projects				
Irrigation Water Management	On going	Nichole	14	$ 6,390
Water Use Efficiency	On going	Aneka	16	$ 6,390
Water Development	On going	Frank	0	$ -
General				
Work with other Agencies & Stakeholders	On going	George/Frank	7	$ 3,751
Manage databases		Andrew	2	$ 969
Map/Maintain GIS Layers		Andrew	2	$ 969
		TOTALS:	**99**	**$ 45,345**

Natural Resource Priority Program Area: Conserving Working Lands

Goal(s):

- Whatcom County residents appreciate the value of natural resource-based industries and support the sustainability of working lands.

- Farmers, foresters, and ranchers will increasingly exhibit good stewardship to protect and enhance water quality, quantity, restore habitat through implementation of conservation practices
- Farmers, foresters, and ranchers are publicly acknowledged for delivering environmental services to their community.
- Reduction of regulatory burden on Working lands will be reduced through adoption of best management practices
- Markets are developed to improve the benefits and costs of operations and sustain the infrastructure to support viability of working lands to protect them from conversion to other uses.
- Reduce risk of harm to people and property through assisting in landowner adoption of fire preparedness practices.

Natural Resource Measurable Result Objective:

- Acres protected through purchase of development rights.
- Conservation Stewardship Certification programs will demonstrate and highlight positive steps landowners are taking to protect and enhance environmental values.
- Advance the Whatcom County Ag-Watershed Pilot Project with regard to establishing an environmental services marketplace.
- Reduce wildfire potential and increase preparedness in areas of moderate to high wildfire risk.

Programmatic Measurable Result Objective:

- 5 landowners will adopt and implement stewardship plans and participate in the County's RCPP
- Attend 10 Ag Advisory and Purchase of Development Rights Committee meetings
- 10 landowners will enroll in Conservation Stewardship Certification programs.
- Complete 10 individual home wildfire risk assessments
- Give 4 presentations to communities on fire preparedness and table at 5 community events
- Work with 2 new communities through the NFPA Firewise USA® Program

Funding Source(s): Washington Conservation Commission, Russell Family Foundation & Whatcom County

CONSERVING WORKING LANDS	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Assist farmers access equipment				
Manure Spreader	Spring/Summer	Livestock Team	2.25	$ 419
Poultry processing	On going	Livestock Team	2.25	$ 419
Support local initiatives				
Attend County Ag Advisory & PDR Committees	On going	George/Larry	23	$ 13,138
Conservation Stewardship Program to give recognition for good stewardship	On going	George	25	$ 11,440
Environmental market place to add to the farmers bottom line	On going	George	11	$ 6,569
Become more resilient, adapt or mitigate harmful effects of climate change	On going	Team Leaders	23	$ 7,810

Reduce risk of loss to fire	On going	Edu & Outreach	185	$	64,416
		TOTALS:	**270**	**$**	**104,211**

District Program Area: Education and Outreach

Goal(s):

- Whatcom County residents will have an ecological understanding and place-based connection to the land, resources and economy promoting responsible stewardship and sustainable land management.
- Farmers, producers, and landowners exhibit good stewardship in protecting and enhancing water quality, water quantity, and wildlife habitat.
- Whatcom Conservation District is a vital part of community interaction; seen as trusted advisors, with a depth of understanding of both the regulatory framework and land conservation stewardship practices.
- All Whatcom County residents and elected officials value natural resource-based industries such that they support the protection of working lands and their land managers.

Programmatic Measurable Result Objective:

- Enroll 50 new voluntary technical assistance contacts to our non-dairy farm planning team
- Enroll 30 new voluntary technical assistance contacts to our CREP team
- Increase website traffic 10,000 hits above last year
- Monthly e-news (Reaching 1000 people/month) Increase number of e-new subscribers (200 per year)
- Whatcom Explorer Watershed Education (20 schools, 55 teachers, 1,500 students/year) *
- Develop high quality digital lesson plans and curriculum to support teachers and parents (4 per year)
- Print material including newsletter, postcards (Reaching 4,000+)
- Develop high quality digital library on stewardship related topics (8 per year) *
- Develop plan for Water Use Efficiency website, and multi-media library for WWA Installation of conservation practice signs on agricultural fields around county (i.e., Conservation Cover, Cover Crops, etc.)
- Increase Social Media presence Facebook and YouTube (increase by 20% over previous year)
- Maintain a community presence by nurturing partnerships and offering to present, educate, table, etc. at community functions (in-person or virtual)*
- Coordinate events, expos, trainings and tours to promote voluntary stewardship *
- Reach out to minority land users to support cultural diversity, understanding of conservation principles and exhibition of good stewardship.

*will depend on COVID19 restrictions

Funding Source(s): Washington Conservation Commission, Whatcom County, City of Lynden, Washington State Department of Agriculture, Tenmile Clean Water Project, and Whatcom Community Foundation

PUBLIC EDUCATION & OUTREACH	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Outreach				
Outreach to Community so that it values and supports agriculture, forestry and District programs	On going	Aneka	45	$ 13,793.40
Outreach to landowners and occupiers so that they exhibit good conservation stewardship	On going	Aneka	45	$ 13,793
Social Marketing Initiatives				
Survey Landowners/Community as to awareness and needs	On going	Education & Coordinators	0	
Publish Newsletters/flyers/articles/notices	Annually	Education	38	$ 12,883
Maintain web content, social media presence & information videos	On going	Education & Coordinators	45	$ 17,388
Conducting Events & Workshops				
Run with the Chums, WOW, Earth Day, Sea Feast etc.	On going	Education	36	$ 12,693
Livestock stewardship workshops (Nutrient Management Trainings, Small Farm Expo, Speaker Series, etc.)	On going	Education & Livestock	99	$ 32,641
Plant Sale	Jan-Mar 2020	Habitat	59	$ 21,550
Engaging Educational Community				
Higher Education Opportunities (guest lectures, tours, Internships, Capstone, etc.)	On going	Education & Research	16	$ 7,086
Watershed Education	On going	Education	47	$ 11,816
General				
Work with other Agencies & Stakeholders	On going	Education/Research	32	$ 12,379
Manage databases	On going	Andrew	2	$ 969
Map/Maintain GIS Layers	On going	Andrew	2	$ 969
		TOTALS:	**466**	**$ 157,961**

District Program Area: Operations & Administration

Goal(s): The District will be recognized as:

- An “honest broker” who is accepted by all sides as impartial.
- A “trusted messenger” by our Community.

- A leader in anticipating and fulfilling the conservation needs of Whatcom County.
- Efficient in applying taxpayer dollars to effective conservation programs.

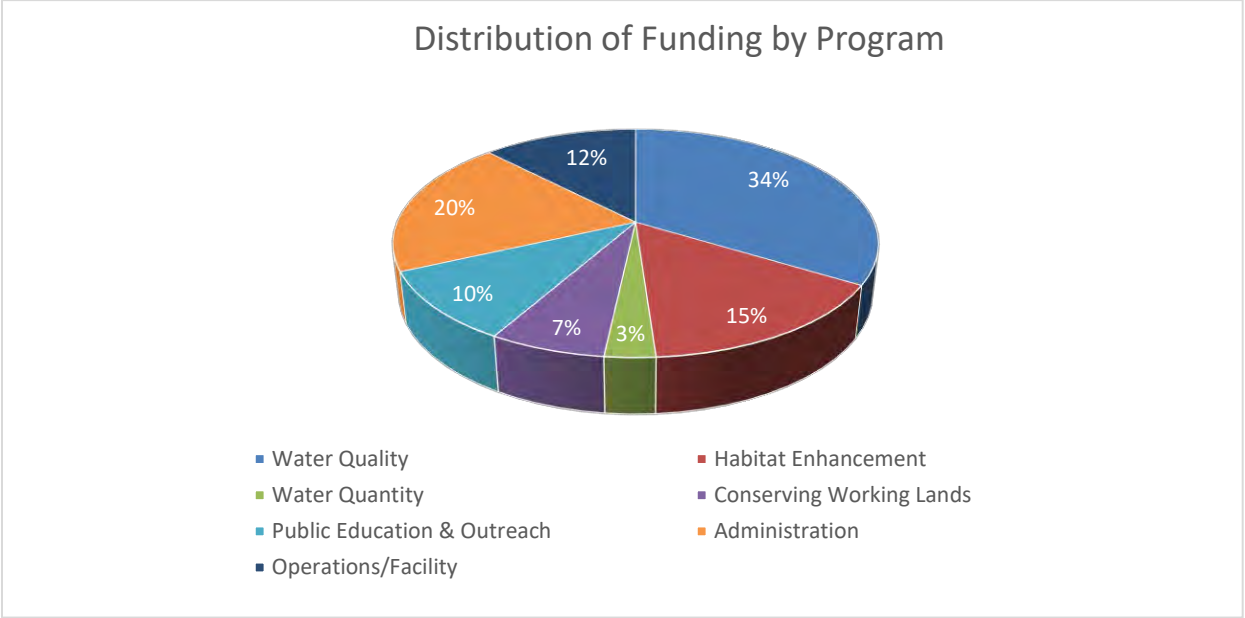
Programmatic Measurable Result Objective:

- Introduce WCD to 10 key stakeholder audiences in the community
- Hold at least one public hearings in the Community to receive input on the Draft Long Range Program of Work.
- Complete updates of the District's
  - personnel manual
  - policies
  - compensation package
- Complete analysis of the District's funding model and alternatives.

Funding Source(s): Washington State Conservation Commission & District Savings

DISTRICT OPERATIONS	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Special Initiatives				
Establish the District as an Honest Broker and Trusted Messenger in the eyes of the Community	On going	Board & E.D.	41	$ 13,604
Develop Rates and Charges request	Jul - Sep	Board & E.D.	23	$ 13,138
Review/update District policies, personnel manual, employee compensation package and funding model.	Jul - Dec	Board & E.D.	56	$ 32,846
External				
General Technical Assistance to anyone not in specific program	On going	All Staff	27	$ 10,519
Work with other Agencies & Stakeholders		George	23	$ 13,138
WSCC Center for Technical Development	On going	Nichole	52	$ 25,000
Internal				
Administer Programs/Grants	On going	Management Team	304	$ 127,726
Provide the professional development, training, equipment and support to District staff necessary to successfully accomplish their respective program responsibilities	On going	E.D. & Team Coordinators	101	$ 43,228
Run an efficient, economical election process	Jan - March	Dawn	34	$ 12,904
Manage databases	On going	Andrew	23	$ 9,691
Maintain Communications/Network/Computer systems	On going	Andrew	23	$ 9,691
		TOTAL:	**704**	**$ 311,486**

Fiscal Year 2021 Budget



	Full-time Equivalents		Estimated Funding
Water Quality	7.1	$	537,094
Habitat Enhancement	2.4	$	242,155
Water Quantity	0.4	$	45,345
Conserving Working Lands	1.2	$	104,211
Public Education & Outreach	2.1	$	157,961
Administration	3.1	$	311,486
Operations/Facility		$	195,755
TOTAL:	**16.4**	**$**	**1,594,007**

Whatcom Conservation District

State Fiscal Year 2020 Work Plan & Budget

FY2020 (7/1/19 – 6/30/20) Work Plan & Budget
Whatcom Conservation District

For More Information Contact:



Mission

"The Whatcom Conservation District assists land managers with their conservation choices."

Natural Resource Priorities

- *Water Quality*
  - *There remains too much bacteria and nutrient pollution to surface water & groundwater. On April 1st of this year, 800 acres of shellfish harvest area in Portage Bay were opened to spring harvest. However, these acres still remain closed three months in the fall. We also receive notice that Station 4 in Drayton Harbor is threatened with a downgrade. More work needs to be done to effect the upgrade of the Portage Bay fall season and identify what is contributing to Station 4's problems. Some drinking water wells have higher than the maximum level of nitrate. Lake Whatcom is implementing a TMDL to protect drinking water from the harmful effects of algal blooms due to excessive levels of phosphorous. The City of Lynden and Public Utility District #1 withdraw water from the Nooksack River for domestic and commercial uses. This drinking water is also at risk from upstream sources of contamination and sediment.*
  - *This is both a regional and local priority.*
  - *Data relied upon*
    - *Bacteria -- Ensuring abundant, healthy shellfish for ecosystem health and for commercial, subsistence and recreational harvest consistent with ecosystem protection is Strategy No. 19 for the 2018-2022 Action Agenda for Puget Sound.*
    - *Nitrate – Nitrate is a concern for both drinking water supplies (See here.) and Puget Sound (See here.)*
    - *Phosphorous -- Lake Whatcom water quality has been deteriorating due to increased phosphorous inputs that are resulting in algal blooms and depleted oxygen levels. (See here)*
  - *Other entities engaged in addressing*
    - *Bacteria in surface water include Whatcom County Public Works, Health & Planning Departments; Lummi Nation & Nooksack Tribe of Indians, Washington State Departments of Agriculture, Health & Ecology, and USDA Natural Resources Conservation Service. (See here)*
    - *Nitrate pollution as part of an international transboundary nitrogen pilot includes natural resource scientists and natural resource professionals from Canada, US, the Lummi Nation and Nooksack Tribe of Indians. (See here.)*
    - *Phosphorous in Lake Whatcom include the City of Bellingham, Whatcom County and Lake Whatcom Water & Sewer District. (See here)*
- *Inadequate Fish Habitat*
  - *Fish passage barriers, inadequate riparian areas, and inadequate instream habitat features impair the recovery of listed salmon species. The lack of prey is a limiting factor to the recovery of the Southern Resident Orca. (See here)*
  - *This is both a regional and local priority.*
  - *Data relied upon includes WRIA 1 Salmon Recovery Plan (See here.) and 2018-2022 Action Agenda for the Puget Sound (See here.)*

- *Other entities engaged in addressing habitat include Whatcom County, Lummi Nation, Nooksack Tribe of Indians, Nooksack Salmon Enhancement Association, Whatcom Land Trust, USDA FSA and NRCS.*

- *Water Quantity*
  - *There is growing concern that there is too little water in the lower tributaries to the Nooksack River, Dakota, California and Terrell Creeks to meet the needs of our diverse community. Too much water is also a problem seasonally.*
  - *This is both a state and local priority.*
  - *Data relied upon includes Chapter 173-501 WAC Instream Resources Protection Program – Nooksack Water Resource Inventory Area (WRIA) (See here), proposed rule amendment (See here) and WRIA 1 Watershed Management Plan & Associated Documents (See here)*
  - *Other entities engaged in addressing this include the WRIA 1 Planning Unit, Whatcom County, City of Bellingham, PUD #1, Washington State Department of Ecology, Lummi Nation, and Nooksack Tribe of Indians.*
- *Conserving Working Lands*
  - *Well stewarded farm and forestry land provides environmental benefits in addition to food, fiber and fuel. These include aquifer recharge, stormwater retention and habitat. They also provide aesthetic and recreational values. All this supports functional watersheds and healthy communities. Low market prices and competition for farmland by other land uses make it difficult to make farming and forestry sustainable.*
  - *This is a national, state and local priority*
  - *Data relied upon includes that from American Farmland Trust (See here), Office of Farmland Preservation (See here) and Whatcom County (See here)*
  - *Other entities engaged in addressing this include Whatcom County, Whatcom Land Trust, Sustainable Connection, American Farmland Trust and The Conservation Fund.*

Program Areas: *There are two program areas: "natural resource" programs and "district" programs. Natural resource programs are those intended to address specific, identified natural resource priorities in the district area. District programs are those supporting basic district operations, education and outreach with landowners, engagement with other processes and entities to advance the work of the district, etc. To support these program areas the District staff have been organized into five teams: Livestock, Habitat, Engineering, Research, Education & Outreach and Administration.*

Natural Resource Priority Program Area: Water Quality

Goals:

- Open all shellfish harvest areas impaired by freshwater bacteria pollution to unrestricted harvest.
- Reduce reactive nitrogen (N^r) pollution in surface and groundwater to below water quality standards.

- Achieve the phosphorous TMDL limit set for Lake Whatcom.
- Protect and restore upstream sources of drinking water.

Natural Resource Measurable Result Objective:

- Our planners, engineer and educators will contribute to the success of our local PIC program so that 70% of freshwater sites (excluding those at international border) sampled in the fiscal year will meet the water quality standard for fecal coliform bacteria
- The development and implementation of nutrient management plans will reduce the number of wells showing nitrate levels at or above the drinking water standard and reduce the amount nutrients entering Bellingham Bay via the Nooksack River and its tributaries.
- By assisting landowner install advanced stormwater projects through the HIP program the amount of phosphorous entering Lake Whatcom by 2.5 lbs. per year.
- Partner with the City of Lynden to monitor water quality and implement an outreach program for city residents. Also design a stormwater management plan for the Northwest Washington Fairgrounds that will treat and infiltrate stormwater.

Programmatic Measurable Result Objective:

- Commercial Livestock Operations
  - 25 Technical Assistance and Assessments
  - 16 Plans
  - 20 Designs
  - 15 Plans Implemented or Projects Installed
  - 10 Cost share Projects Facilitated
- Non-commercial Livestock Operations
  - 50 Technical Assistance and Assessments
  - 40 Plans
  - 12 Designs
  - 20 Plans Implemented or Projects Installed
  - 7 Cost share Projects Facilitated
- Complete 6 Target HIP projects
- Research and Effectiveness Monitoring
  - Partner and assist Nooksack-Fraser Transboundary Nitrogen Project
  - Continue monitoring and reporting on four Edge of Field monitoring sites to assist in BMP understanding and implementation effectiveness
  - Continue instream monitoring of pollutants (i.e., nitrate, E.coli, total suspended solids, etc.) to understand trends and concentration of in-stream pollutants
  - Conduct and validate microbial source tracking (MST-DNA) methodologies as a tool to identify pollution sources for technical assistance

- Continue to improve the Manure Spreading Advisory including installation of a soil moisture monitoring network
- Continue work with WSU on climate and precipitation modeling for assessment of future weather patterns and BMP effectiveness
- Continue with County-wide water quality data analysis and reporting to partners and landowners

➢ Complete an approved stormwater management design for the Northwest Washington Fair and Event Center to address suspected conveyances of pollution and to demonstrate treatment techniques to the public.

Funding Source(s): Whatcom County, Washington State Department of Health, Washington State Conservation Commission, City of Bellingham, EPA

WATER QUALITY	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Livestock Sources Technical Assistance				
Provide Technical Assistance	On going	Livestock	79	$ 32,227
Conduct Risk Assessments	On going	Livestock	97	$ 29,318
Develop/Update Conservation Plans	On going	Livestock	306	$ 81,292
Implement Conservation Plans	On going	Livestock	43	$ 10,770
Cooperator Follow-up & Adaptive Management	On going	Livestock	41	$ 10,794
Livestock Sources Financial Assistance				
NRCS Programs Implementation	On going	Engineering	113	$ 67,347
Structural Practice Planning & Implementation	On going	Engineering	97	$ 42,119
Advanced Waste Treatment Practices (RCPP)	On going	Engineering	23	$ 13,469
Implement Cost-share Program	On going	Livestock & Engineering	5	$ 1,430
Complete Cultural Resource Investigations	On going	Habitat	23	$ 9,191
Research, & Effectiveness Monitoring				
Edge of Field Program	On going	Research	191	$ 57,025
ZAP's Project	On going	Research	77	$ 27,224
Water Quality Data Coordination	On going	Research	223	$ 81,371
Discovery Farms Program	On going	Research	45	$ 18,860
Coordinate research, monitoring, and modeling projects and activities	On going	Research	43	$ 18,276
CIG -Manure Spreading Advisory	On going	Research	11	$ 5,646
Other Stormwater Projects				
Lake Whatcom HIP Program	On going	Education & Habitat	320	$ 119,267
City of Lynden	On going	Education	90	$ 22,151

Design stormwater management facilities for The Fairgrounds	Summer/Fall	Ed, Engineering, Habitat	27	$	11,550
Non-livestock Conservation Practice Planning and Implementation	On going	Livestock & Engineering	5	$	2,694
General					
Work with other Agencies & Stakeholders	On going	Livestock & Engineering	56	$	20,148
Manage databases	On going	Corina	11	$	3,722
Map/Maintain GIS Layers	On going	Andrew	11	$	4,846
		TOTALS:	**1933**	**$**	**690,735**

Natural Resource Priority Program Area: Habitat

Goal(s):

- Improve salmonid habitat by restoring or enhancing riparian areas along lowland streams
- Improve salmonid habitat by enhancing channel complexity and instream fish habitat in Bertrand Creek, Fishtrap Creek and other priority habitat areas.
- Restore access to historic habitat by removing fish passage barriers
- Restore access to historic habitat by restoring lower Nooksack River floodplain connections where possible without affecting the agricultural base.
- Protect migrating juvenile fish by providing producers with resources to secure and use fish friendly pump intakes.

Natural Resource Measurable Result Objective:

- 3 miles and 65 acres of new riparian buffers
- 4 barriers to fish passage removed
- 22 miles of fish habitat opened
- 3 instream wood habitat structures installed

Programmatic Measurable Result Objective:

- 50 landowners contacted
- 25 plans written
- 24 projects installed
- 110 projects maintained

Funding Source(s): Washington State Conservation Commission, Whatcom County and USDA NRCS and FSA

HABITAT ENHANCEMENT	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Conservation Reserve Enhancement Program				
Plan and contract new projects and cooperators	Winter/Spring	Habitat	189	$ 82,647
Plan and contract re-enrollments	Winter/Spring	Habitat	45	$ 18,826
Develop and implement project	Winter/Spring	Habitat	144	$ 62,798
Monitor and maintain projects	Summer/Fall	Habitat	47	$ 21,160
Administer CREP cost-share/maintenance reimbursements	On going	Habitat	11	$ 4,595
NRCS Funded Habitat Projects				
Fish Passage Barrier Removal	On going	Frank	45	$ 22,475
Riparian Restoration	On going	Frank	11	$ 5,619
Instream habitat	On going	Frank	0	$ -
Other Habitat Projects				
Fishtrap Creek habitat assessment and improvements	Spring-Fall	Frank	0	$ -
Nooksack River fish screening	On going	Frank	0	$ -
Rock dam removal	On going	Frank	0	$ -
General				
Work with other Agencies & Stakeholders	On going	Frank	27	$ 13,076
Manage databases	On going	Wayne/Andrew	34	$ 14,036
Map/Maintain GIS Layers	On going	Andrew	14	$ 5,815
		TOTALS:	**567**	**$ 251,047**

Natural Resource Priority Program Area: Water Quantity

Goal(s):

- Better understand water availability and use in rural Whatcom County to better inform land use and impact mitigation project decisions
- Raise individual landowner awareness of the importance of and their role in conserving water to the benefit of the entire community
- Support individual landowners, special districts and municipalities in addressing their water quantity concerns (too much/too little).

Natural Resource Measurable Result Objective:

- Whatcom Water Alliance members report Summer water use decrease from 2019
- Whatcom Water Alliance members report Equivalent Residential Unit (ERU) decrease from 2019
- Implementation of agricultural irrigation and water use efficiencies and practices

Programmatic Measurable Result Objective:

- Complete an inventory of current water use by land use type and water conservation/irrigation practices used in Whatcom County. Identification of barriers to efficient water use and adoption of irrigation efficiencies and practices.
- Assist 5 landowners install and use soil moisture meters to improve landowner knowledge of soil moisture throughout the year and better schedule irrigation water use during the growing season
- Provide technical planning and assistance to 5 landowners for adoption and implementation of irrigation efficiencies and practices
- Outline the framework for a successful Agricultural Water Use Efficiencies and Conservation program in Whatcom County between Whatcom CD and local partners
- Whatcom Water Alliance (WWA) or Residential Water Use efficiency work
  - Develop program and implementation plan for WWA for 2021
  - Develop school-based curriculum on Water use efficiency using the Whatcom Explorer Mobile Watershed

Funding Source(s): Washington Conservation Commission, Whatcom County, and City of Lynden (Whatcom Water Alliance)

WATER QUANTITY	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Develop Water Use Efficiencies & Conservation Programs				
Agriculture			0	$ -
Rural & Commercial			0	$ -
Address Flooding & Drainage Problems				
Flood Protection Projects (Assist Whatcom County Public Works)	On going	Habitat	20	$ 10,114
Drainage Enhancement Projects (Assist DIDs & WIDs)	On going	Habitat	14	$ 6,588
Other Water Quality Projects				
Irrigation Water Management	On going		0	$ -
Water Conservation	On going		0	$ -
Water Development	On going		0	$ -
General				
Work with other Agencies & Stakeholders	On going	George/Frank	7	$ 3,751
Manage databases		Andrew	2	$ 969

Map/Maintain GIS Layers	Andrew	2	$	969
	TOTALS:	**45**	**$**	**22,391**

Natural Resource Priority Program Area: Conserving Working Lands

Goal(s):

- Whatcom County residents will have a better appreciation for the value of natural resource-based industries such that they support the protection of working lands.
- Farmers, foresters and ranchers will increasingly exhibit good stewardship in protecting and enhancing water quality, quantity and habitat.
- Farmers, foresters and ranchers will be rewarded for delivering environmental services to their community.
- Working lands base will be protected from conversion to other uses.

Natural Resource Measurable Result Objective:

- Acres protected through purchase of development rights
- Create of a Conservation Stewardship Certification program to demonstrate positive steps farmers are taking to protect and enhance environmental values.
- Advance the Whatcom County Ag-Watershed Pilot Project with regard to establishing an environmental services marketplace.

Programmatic Measurable Result Objective:

- Provide 5 Stewardship plans to landowners participating in the County's RCPP
- Attend 10 Ag Advisory and Purchase of Development Rights Committee meetings
- Complete 10 individual home risk assessments
- Give 2 presentations to communities on fire preparedness and table two displays at community events
- Assist in one chipping event to reduce fuels

Funding Source(s): Washington Conservation Commission, Russel Family Foundation & Whatcom County

CONSERVING WORKING LANDS	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Assist farmers access equipment				
Manure Spreader	Spring/Summer	Livestock Team	0	$ -
Poultry processing	On going	Livestock Team	0	$ -
Support local initiatives				

Attend County Ag Advisory & PDR Committees	On going	George/Larry	23	$	13,138
Conservation Stewardship Program to give recognition for good stewardship	On going	George	16	$	8,500
Environmental marketplace to add to the farmers bottom line	On going	George	11	$	6,569
Become more resilient, adapt or mitigate harmful effects of climate change	On going	Team Leaders	0	$	-
Reduce risk of loss to fire	On going	Edu & Outreach	171	$	59,546
		TOTALS:	**221**	**$**	**87,753**

District Program Area: Education and Outreach

Goal(s):

- Whatcom County residents will have an ecological understanding and place-based connection to the land, resources and economy promoting responsible stewardship and sustainable land management.
- Farmers, producers, and landowners exhibit good stewardship in protecting and enhancing water quality, water quantity and wildlife habitat.
- Whatcom Conservation District is vital part of community interaction; seen as trusted advisors, with a depth of understanding in both the regulatory framework and land management practices.
- All Whatcom County residents and elected officials value natural resource-based industries such that they support the protection of working lands and their land managers.

Programmatic Measurable Result Objective:

- Enroll 80 new voluntary technical assistance contacts to our non-dairy farm planning team
- Enroll 30 new voluntary technical assistance contacts to our CREP team
- Increase website traffic 10,000 hits above last year)
- Increase number of e-new subscribers (200 per year)
- Whatcom Explorer Watershed Education (20 schools, 55 teachers, 1,500 students/year)
- Annual newsletter (Reaching 4,000+)
- Monthly livestock specific postcards (300 per month)
- Monthly e-news (Reaching 1000 people/month)
- 7 speaker series events (Reaching 150 people)
- Annual Small Farm Expo (Reaching 500 people)
- Annual Native Plant Sale (Reaching 800 people)

- Annual Manure Nutrient Management Training (Reaching 100 people)
- Annual Run with the Chums 5k Fun Run/Walk (reaching 250 people)
- Manure Matters campaign to increase public appreciation of manure use and landowner implementation of BMPs
- Installation of conservation practice signs on agricultural fields around county (i.e., Conservation Cover, Cover Crops, etc.)
- Social Media presence (increase by 10% over previous year)
- Citizen Science Volunteer Program (5 volunteers per year)
- Attend 20 other outreach events in the community (reaching 2000 people/ year)

Funding Source(s): Washington Conservation Commission, Whatcom County, City of Lynden, Washington State Department of Agriculture, Tenmile Clean Water Project and Whatcom Community Foundation

PUBLIC EDUCATION & OUTREACH	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Outreach				
Outreach to Community so that it values and supports agriculture, forestry and District programs	On going	Aneka	34	$ 6,207.30
Outreach to landowners and occupiers so that they exhibit good conservation stewardship	On going	Aneka	79	$ 25,518
Social Marketing Initiatives				
Survey Landowners/Community as to awareness and needs	On going	Education & Coordinators	0	
Publish Newsletters/flyers/articles/notices	Annually	Education	38	$ 12,883
Maintain web content, social media presence & information videos	On going	Education & Coordinators	45	$ 17,388
Conducting Events & Workshops				
Run with the Chums, WOW, Earth Day, Sea Feast etc.	On going	Education	36	$ 12,693
Livestock stewardship workshops (Nutrient Management Trainings, Small Farm Expo, Speaker Series, etc.)	On going	Education & Livestock	126	$ 45,045
Plant Sale	Jan-Mar 2020	Habitat	59	$ 21,550
Engaging Educational Community				
Higher Education Opportunities (guest lectures, tours, Internships, Capstone, etc.)	On going	Education/Research	16	$ 7,086

Youth Education (K-12 watershed education, Youth Fair, FFA, 4H, etc.)	On going	Education	45	$	11,035
General					
Work with other Agencies & Stakeholders	On going	Education/Research	38	$	13,602
Manage databases	On going	Andrew	2	$	969
Map/Maintain GIS Layers	On going	Andrew	2	$	969
		TOTALS:	**520**	**$**	**174,945**

District Program Area: Operations & Administration

Goal(s): The District will be recognized as:

- An "honest broker" who accepted by all sides as impartial.
- A "trusted messenger" by our Community
- A leader in anticipating and fulfilling the conservation needs of Whatcom County.
- Efficient in applying taxpayer dollars to effective conservation programs.

Programmatic Measurable Result Objective:

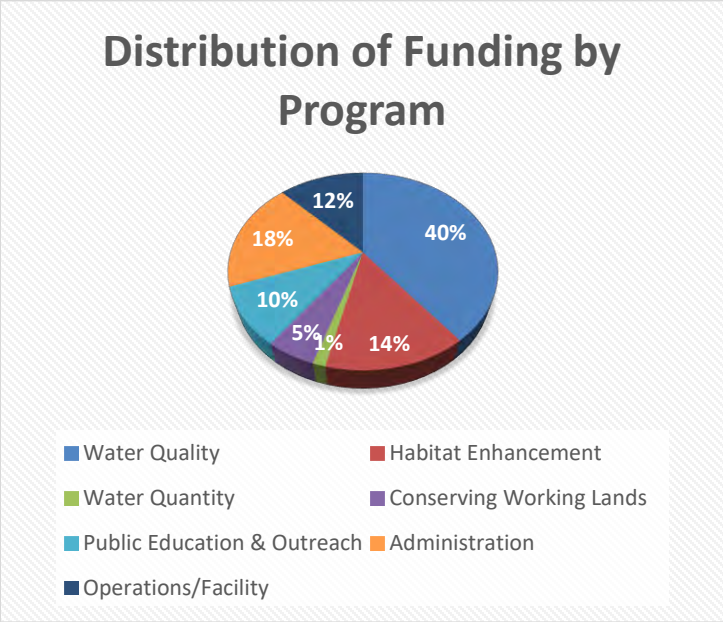
- Introduce WCD to 10 key stakeholder audiences in the community
- Survey the key stakeholder audiences for their perspective on the District's Long-Range Program of Work (LRPoW).
- Develop a revised LRPoW from the comments received.
- Hold at least three public hearings in the Community to receive input on the Draft LRPoW.
- Complete updates of the District's
  - personnel manual
  - policies
  - compensation package
- Complete analysis of the District's funding model and alternatives.

Funding Source(s): Washington State Conservation Commission & District Savings

DISTRICT OPERATIONS	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Special Initiatives				

Revise the Long-Range Program including showing the relationships between the application of resources to activities, their outputs and outcomes	Jul - Sep	Board & E.D.	68	$	39,415
Review/update District policies, personnel manual, employee compensation package and funding model.	Jul - Dec	Board & E.D.	45	$	26,276
External					
General Technical Assistance to anyone not in specific program	On going	All Staff	27	$	10,519
Work with other Agencies & Stakeholders		George	23	$	13,138
Support Commission Projects/Programs		Dawn/Nichole/Andrew	63		28,785
Internal					
Administer Programs/Grants	On going	Management Team	315	$	134,461
Provide the professional development, training, equipment and support to District staff necessary to successfully accomplish their respective program responsibilities	On going	E.D. & Team Coordinators	79	$	30,090
Run an efficient, economical election process	Jan - March	Dawn	34	$	12,904
Manage databases	On going	Andrew	23	$	9,691
Maintain Communications/Network/Computer systems	On going	Andrew	23	$	9,691
		TOTAL:	**698**	**$**	**314,970**

Fiscal Year 2020 Budget



Program	Full-time Equivalents	Estimated Funding
Water Quality	8.6	$ 690,735
Habitat Enhancement	2.5	$ 251,047
Water Quantity	0.2	$ 22,391
Conserving Working Lands	1.0	$ 87,753
Public Education & Outreach	2.3	$ 174,945
Administration	3.1	$ 314,970
Operations/Facility		$ 215,858
TOTAL:	**17.7**	**$ 1,757,699**

Whatcom Conservation District

State Fiscal Year 2019 Work Plan & Budget

FY 2019 (7/1/18 – 6/30/19) Annual Work Plan
Whatcom Conservation District

For More Information Contact: wcd@whatcomcd.org

Mission

"The Whatcom Conservation District assists land managers with their conservation choices."

Vision

- ***"Whatcom County shall have healthy soils, water, and air while maintaining sustainable, profitable and productive agriculture, fisheries, and other natural resource-based industries.***
- ***The District shall be acknowledged as the independent and trusted agency of choice for leadership in the conservation, protection, and stewardship of natural resources."***

Natural Resource Priorities

Water Quality:

Good news – During the previous fiscal year (2017-18), 129 acres of commercial shellfish harvest area at the mouth of Terrell Creek (Birch Bay) were upgraded from Prohibited to Approved in mid-January. Water quality over all stations of the Portage Bay shellfish harvest area also improved from the year before. All are well within classification standards during periods open for harvest. For those areas closed during the spring season, the State Dept. of Health with the assistance of the Lummi Nation began a special study to evaluate whether those areas can be upgraded for harvest year around. Of the freshwater sampling stations in the Nooksack River Watershed, 85% improved in 2017. For groundwater, the overall trend of well data from 2010 (31 wells) to 2016 (20 wells) monitored by Ecology has dropped and remains below 10 ppm nitrate. The District's programs of technical and financial assistance to landowners to develop and implement farms plans to manage nutrients and its stormwater education programs were credited for significantly contributing to improvements in surface and ground water quality.

More work to do – Two shellfish monitoring stations, one in Drayton Harbor and one in Lummi Bay were downgraded to threatened status. This means that though water monitoring passes the water quality standards, bacteria levels are near the upper limit. In addition, bacterial counts in the Fishtrap creek often increase as water moves through the City of Lynden. With regard to groundwater quality, some individual wells continue to be of concern. Of the 2016 groundwater monitoring data, five of 20 wells were above 10-ppm nitrate standard and trending up. Four additional wells were barely below 10 ppm nitrate. Phosphorous levels in Lake Whatcom are approaching levels that will induce harmful algal blooms. Algal blooms would result in increased water treatment costs and negatively affect the lake's scenic values.

Whatcom County surface water and critical aquifer recharge areas are vulnerable to contamination due to our high rainfall, drainage systems and activities that include the application of fertilizers and manures to crop and grazing lands. Activities that the District should pursue to address this natural resource priority include:

- Assisting livestock operators to capture, store, and apply the manure generated by their animals.
- Providing guidance to berry and crop farmers in the proper utilization of manure.
- Provide information and educational opportunities to landowners to assist in adoption of conservation practices protective of water quality.
- Participating in Whatcom Clean Water Program and Whatcom County PIC Program.
- Providing technical assistance to the Portage Bay and Drayton Harbor Shellfish Protection Districts and Watershed Improvement Districts.

- Assisting residential landowners around Lake Whatcom to install custom-engineered natural landscape features to reduce phosphorous pollution.
- Assisting the City of Lynden in education and outreach to reduce bacterial contamination of Fishtrap Creek.
- Engaging schools through the watershed explorer and wheat weeks.
- Assisting the Lynden Fairgrounds install innovative stormwater retention projects that reduce pollution from the site and demonstrate alternatives to City and County residents who use the grounds.
- Supporting City and County efforts in education regarding impacts of pet waste and on-site septic systems management.

This is a regional resource priority see: Puget Sound 2016-18 Action Agenda

- Ecosystem Strategy 11 Prevent, reduce, and control agricultural runoff.
- Shellfish Strategic Initiative, Sub-strategy 11.1 Target voluntary and incentive-based programs that help working farms contribute to Puget Sound recovery & Sub-strategy 19.1 Improve water quality to prevent downgrade and achieve upgrades of important current tribal, commercial, and recreational shellfish harvesting areas.

Other entities engaged in addressing this resource concern include Washington Departments of Ecology, Agriculture and Health, Whatcom County, USDA Natural Resources Conservation Service, US Environmental Protection Agency, Lummi Nation and Nooksack Tribe of Indians.

Conserving Whatcom County Working Lands (farms & forestry): Green Infrastructure is the County's natural life-support system that is composed of working farmlands, ranchlands, forestlands, open spaces, wildlife corridors, and other sensitive natural areas. Just as we must address haphazard development, we must also address haphazard conservation. Conservation activities that are reactive, site-specific, narrowly focused, or not well integrated with other efforts will not be successful. Just as we need smart growth to strategically direct and influence the patterns of land development, we need to strategically direct our County's conservation efforts. Green infrastructure provides a solution that ensures environmental protection and a higher quality of life within communities, as well as regulatory predictability for landowners and investors. Activities that the District should pursue to address this natural resource priority include:

- Offering conservation opportunities so that there will be land and water for farmers both now and into the future.
- Supporting the County's creation and implementation of effective programs for the purchase or transfer of development rights within the boundaries of Whatcom County.
- Maintaining the farm plan alternative to standard buffers in the County's Critical Areas Ordinance.
- Supporting the County to develop and integrate a landscape plan into its land use plans with the objectives of protecting working lands, maintaining ecological function and habitat connectivity, and creating opportunities for farmers and landowners to sell environmental services.
- Educating youth and adults as to the vital importance of our working lands.

This is a regional resource priority see:

- Puget Sound 2016-18 Action Agenda, Ecosystem Strategy 3.2 Retain economically viable working forests and farms.

Other entities engaged in addressing this resource concern: Whatcom County, Whatcom Family Farmers, Ag District Coalition, Whatcom Land Trust.

Fish & Wildlife Habitat: Lowland Whatcom County has been highly modified through clearing, ditching, draining, dredging, tiling, filling and grading in order to make its lands productive for agriculture. The tributaries once produced large populations of salmon and trout. Fish passage blockages, lack of functioning riparian zones and channel complexity are common limiting factors. At the same time, farmers need drainage in order to productively farm. Activities that the District should pursue to address this natural resource priority include:

- Delivering an effective program of voluntary restoration of riparian and wetland areas to advance locally developed plans that recover fish without eroding Whatcom's base of prime farmland.

- Offering landowners a voluntary program to improve instream fish habitat and fish passage without adverse impacts to drainage or flooding; and
- Working with Whatcom County, Cities, Special Districts, Tribes, and other stakeholders to restore natural ecosystem processes while ensuring that needs of agriculture are also met.

This is a regional resource priority:

- PS 2016-18 Action Agenda, Strategy 2.2, Implement and maintain priority freshwater and terrestrial restoration projects.

Other entities engaged in addressing this resource concern: Whatcom County, Nooksack Salmon Enhancement Association, and Whatcom Land Trust.

Water Quantity: There is growing concern that there is too little water in the lower tributaries to the Nooksack River, Dakota, California and Terrell Creeks to meet the needs of our diverse community. Too much water is also a problem seasonally. Activities that the District should pursue to address this natural resource priority include:

- Assist Drainage and Watershed Improvement Districts and landowners in developing and implementing maintenance plans that provide drainage for crops yet support the needs of fish.
- Encourage and support the widespread adoption of water conservation practices through outreach, education, technical and financial assistance.
- Re-establish important watershed processes through the construction, enhancement, and/or protection of wetlands, groundwater recharge areas, riparian areas, and floodplain areas.
- Work with homeowners and businesses to adopt low impact development practices.
- Support the completion of water quantity studies to eliminate the uncertainty around what is actually available for beneficial use.
- Support county-wide water planning (WRIA 1) efforts to promote water conservation by coordinating public information efforts and related activities
- Providing technical and cost share assistance to
  - Implement water conservation and development practices.
  - Landowners for the installation and maintenance of practices along eligible watercourses and wetlands.

This is a State and Regional priority see:

- 2018 ESSB 6091 Streamflow Restoration Legislation (Hirst)
- Puget Sound 2016-18 Action Agenda Strategy 7 Protect and conserve freshwater resources to increase and sustain water availability for instream flows
- Preparing for a Changing Climate: Washington State's Integrated Climate Response Strategy (April 2012)

Other entities engaged in addressing this resource concern: WRIA 1 Planning Unit, Whatcom County, City of Bellingham, PUD #1, Washington State Department of Ecology, Lummi Nation, and Nooksack Tribe of Indians.

Program Areas: *The District assembled five teams to deliver four major program areas: I. Water Quality, II. Water Quantity/Habitat, III. Community Viability, Sustainability & Resiliency and IV. District Operations.*

WATER QUALITY

Goal(s): Reduce the contributions of

- Bacterial pollution to the Nooksack River and its lowland tributaries; California, Dakota and Terrell Creeks and Sumas River.
- Nutrients from all agricultural operations to surface and groundwater.
- Phosphorous into Lake Whatcom from residential stormwater.

Natural Resource Measurable Result Objectives:

- Increase the number of freshwater sampling stations showing reductions in bacterial pollution as monitored by Whatcom County.
- Reduce the number of wells showing nitrate levels at or above the drinking water standard as monitored by the Department of Ecology.
- Reduce the amount of phosphorous entering Lake Whatcom from residential storm water as calculated by the design performance of installations.
- Reduce nutrients entering Bellingham Bay via the Nooksack River and its tributaries as monitored by the Department of Ecology.

Programmatic Measurable Result Objectives:

- Update or refine the District's program technical and financial assistance to commercial farming operations that result in the implementation of conservation practices that protect and improve water quality.
- Enter into an agreement with Whatcom County Public Works and Planning & Development Services to deliver a program of technical and cost share assistance to non-commercial livestock operations that result in the implementation of best management practices that protect sensitive areas and improve water quality.
- Participate in meetings with agencies, industry and environmental groups on policies and regulatory programs that are meant to protect the environment, to not only ensure program effectiveness, practical solutions but also avoid undue or unintended negative impacts to producers, farmers and ranchers.

<u>Commercial Livestock Operations</u>

- Provide technical assistance to 60 operations.
- Conduct risk assessments for and provide practice recommendations to 30 operations. (Steps 1-5 of NRCS planning process)
- Develop 10 custom Livestock Nutrient Management Plans – (Complete farm plan through Board approval.)
- Assist 20 operators to apply for cost-share programs to install needed conservation practices.
- Provide 50 engineering designs and specifications.

<u>Non-Commercial Livestock Operations</u>

- Provide technical assistance to by conducting risk assessments and recommendations to 100 operations.
- Conduct risk assessments and provide recommendations to 15 operations.
- Develop standardized conservation plans for 25 non/ small commercial livestock operations and/or crop producers.

Research and Conservation Effectiveness Monitoring

- Continue work on all projects (Edge-of-Field, ZAPs, Phylochip, CIG-MSA) and data assessment (Water Quality).
- Deliver results to local landowners.
- Continue to pursue funding opportunities to address local water quality questions and issues.

WATER QUALITY	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
Commercial Livestock Operations				
Provide Technical Assistance	On going	Livestock	56	$ 26,449
Conduct Risk Assessments	On going	Livestock	63	$ 22,060
Develop/Update Custom Conservation Plans	On going	Livestock	207	$ 72,007
Implement Custom Conservation Plans	On going	Livestock	34	$ 12,472
Non-Commercial				
Provide Technical Assistance	On going	Livestock	38	$ 13,682
Conduct Risk Assessments	On going	Livestock	38	$ 12,355
Develop Standard Farm Conservation Plans	On going	Livestock	221	$ 67,052
Implement Standard Farm Conservation Plans	On going	Livestock	34	$ 10,261
Cooperator Follow-up and Assessment	On going	Livestock	20	$ 6,243
Engineering				
NRCS Programs Implementation	On going	Engineering	124	$ 71,240
Structural Practice Planning & Implementation	On going	Engineering	68	$ 40,295
Advanced Waste Treatment Practices (RCPP)	On going	Engineering	23	$ 13,432
Research & Conservation Practice Effectiveness Monitoring				
Edge of Field Program	On going	Research	149	$ 62,704
ZAP's Project	On going	Research	77	$ 27,155
Water Quality Data Coordination	On going	Research	209	$ 74,750
Discovery Farms Program	On going	Research	32	$ 12,056
Coordination of research, monitoring, and modeling projects and activities	On going	Research	45	$ 19,028
NWQI - Ten Mile	Summer/Fall	Research	45	$ 19,065

WATER QUALITY	**Target Dates**	**Team/Person Responsible**	**Time (Days) Required**	**Estimated Funding**
CIG -Manure Spreading Advisory	On going	Research	29	$ 13,370
General				
Manage databases	On going	Livestock	7	$ 2,444
Work with Agencies & Stakeholders	On going	All	32	$ 13,933
Coordinate Lake Whatcom HIP Program	On going	Education & Habitat	227	$ 78,736
Implement Cost-share Program	On going	Livestock & Engineering	9	$ 3,159
Non-livestock Conservation Practice Planning and Implementation	On going	Livestock & Engineering	5	$ 2,686
		TOTALS:	**1789**	**$ 696,634**

Funding Source(s): Washington State Conservation Commission, US Environmental Protection Agency, and Natural Resources Conservation Service, Whatcom County, Washington Departments of Ecology, Health and Agriculture.

Water Quantity/Habitat

Goal(s): To have water of sufficient quantity to meet the needs of current and future generations, specifically including water for agriculture, and healthy and harvestable salmon, steelhead and trout populations.

Natural Resource Measurable Result Objective:

- *Enhance fish habitat while maintaining drainage/flood protection for farm fields.*
- *Improve hydrological conditions of the lower watersheds to achieve goals identified in Whatcom County Basin Plans.*

Programmatic Measurable Result Objectives:

- Implement projects with partner assistance to improve instream fish habitat. Develop and plant 24 CREP projects on 72 acres
- Maintain 131 CREP projects on 981 acres
- Remove eight fish passage barriers and replace with bridges.
- Develop alternatives for maintaining canopies of riparian forest and hedgerow buffers to prevent encroachment on farmland and impairment of drainage.
- Assist Whatcom County to identify potential water conservation measures for rural and agricultural users appropriate for the Basin Plans.

WATER QUANTITY & HABITAT ENHANCEMENT
Conservation Reserve Enhancement Program

Plan and contract new projects and cooperators	Winter/Spring	Habitat	209	$	87,680
Plan and contract re-enrollments	Winter/Spring	Habitat	52	$	20,723
Develop and implement project	Winter/Spring	Habitat	198	$	81,776
Monitor and maintain projects	Summer/Fall	Habitat	54	$	23,369
Effectively administer CREP cost-share and maintenance reimbursement program	On going	Habitat	29	$	10,732
NRCS Funded Habitat Projects					
Fish Passage Barrier Removal	On going	Habitat	68	$	33,604
Riparian Restoration	On going	Habitat	11	$	5,601
General					
Work with Agencies & Stakeholders	On going	Habitat	5	$	2,240
Manage cooperator databases	On going	Habitat	14	$	5,649
Create/Update Plan GIS Shape files	On going	Habitat	18	$	7,381
		TOTALS:	**657**	**$**	**278,756**

Funding Source(s): Natural Resources Conservation Service, Whatcom County, Washington Conservation Commission, Environmental Protection Agency, Washington Department of Ecology.

Community Viability, Sustainability & Resiliency

Goal(s):

- Whatcom County residents will have a better appreciation for the value of natural resource-based industries such that they support the protection of working lands.
- More farmers and ranchers will exhibit good stewardship in protecting and enhancing water quality, quantity and habitat.
- Whatcom County residents will have an ecological understanding and place-based connection to the land, resources and economy promoting responsible stewardship and sustainable land management.
- Rural residents will be educated and prepared for fires and floods.
- Teach local citizens the value of local food sources and their contribution to a healthy environment.
- Support and educate the public about Firewise program and effectiveness.

District Program Measurable Result Objective:

- Greater than 2000 residents of Whatcom County and regional leaders will be reached by district programming through community outreach, educational programming, events, tours or sustained engagement.

Programmatic Measurable Result Objectives:

- *Promote conservation-wise stewardship practices to landowners, students and other public entities through various media (for e.g. bi-annual newsletter, Facebook, website…).*
- *Provide at least two project tours for Agency representatives, dignitaries, etc. highlighting District conservation programs, practices to benefit the environment and natural resource-based industries.*
- *Present at five public meetings, conferences, etc. (County Council, Ag Advisory Committee, Shellfish Protection, WWIN, WADE, City Councils, service clubs, etc.).*
- *Recruit, train and support eight water quality sampling volunteers.*
- *School-based Programing:*
  - *Provide (4) internships* for an introduction to Conservation Districts Programs, Agricultural Best Practices, Social Science of Conservation, Agro Ecology and Involvement in Community Based Events to the urban centers.
  - *Engage10 elementary schools in conservation education programming including:*
    - *Support and train* High School aged youth through Envirothon to explore current conservation issues, agricultural BMPs and work force development.
    - *Work with elementary teachers and students on water quality and water conservation programming.*
- *Recruit and assist with 5-6th grade Forest Tour.*
- *Host 10 workshops and events on topics of small farm stewardship, water quality BMPs, backyard habitat and low impact development. Including:*
  - *Small Farm Expo, Farm Speaker Series, Manure Management Training and Plant Sale.*
- *Connect with 2000+ rural and urban dwellers through a plant sale, workshops, tours, Fun Run and other events (e.g. County Fair, Youth Fair, Wings over Water, Country Living Expo, Oyster Fest, Flora Fair, Farm Speaker Series, Sustainable Connections, Envirothon, and 5th & 6th grades tour.*
- *Coordinate with other organizations and agencies on natural resource education effort.*
- *Provide assistance to six special districts implementing conservation projects and landowner outreach.*
- *Task a District staff person(s) with developing recommendations for activities, budgets and sources of funding for establishing Firewise and Forestry programs.*
- *Task a District staff person(s) with developing recommendations for including soil health into conservation planning considerations.*

COMMUNITY VIABILITY, SUSTAINABILITY & RESILIENCE					
	On going	Coordinators	18	$	7,512
Fostering Conservation Stewardship (supporting WID's, etc.)					
Publish Whatcom Conservation Newsletters	Annually	Education	29	$	11,226
Update web content, maintain social media presence, and develop information videos	On going	Education & Coordinators	45	$	18,644
Conduct Annual Native Plant Sale	Feb/Mar	Habitat	33	$	13,111
Build Community Support (Run with the Chums, WOW, Earth Day, SeaFeast, volunteer programs, etc.)	On going	Education	147	$	40,204

Conduct livestock stewardship workshops (Nutrient Management Trainings, Small Farm Expo, Speaker Series, etc.)	On going	Education & Livestock	109	$	44,150
Internship Program	On going	Education	5	$	1,844
Higher Education Opportunities (guest lectures, tours, Internships, Capstone, etc.)	On going	Education	27	$	13,413
Youth Education (K-12 watershed education, Youth Fair, FFA, 4H, etc.)	On going	Education	84	$	29,221
Public Safety					
Flood Projection Projects (Assist Whatcom County Public Works)	On going	Habitat	20	$	10,081
Drainage Enhancement Projects (Assist DIDs & WIDs)	On going	Habitat	20	$	10,081
Climate Change Resiliency - adaption and mitigation	On going	All	5	$	2,254
		TOTALS:	**542**	**$**	**201,741**

Funding Source(s): Whatcom County, Washington Conservation Commission, US Environmental Protection Agency

District Operations

Goal(s):

- Strengthen partnerships and relationships with NRCS and other agencies and groups.
- Put the District on firm financial footing.
- Maintain the appropriate technical staff to accomplish District goals.
- Improve District Operations.

District Program Measurable Result Objective:

- *Support the District's Board so they may serve successfully as the grassroots representatives of landowners and public of Whatcom County by achieving widespread voluntary cooperation in natural resource conservation programs.*
- *Serve as the technical resource for landowners, public and agencies on conservation matters.*
- *Administer District operations to ensure compliance with its enabling statute RCW 89.08 et seq., as well as the policies and standards established by the Commission or other funding sources.*
- *Capture financial resources to implement Annual and Long Range Plans.*
- *Participate in the County's initiative to develop a comprehensive water resources management funding strategy.*
- *Maintain the appropriate technical staff to accomplish the District goals.*
- *Review and update the District Employee Manual and District policies.*

DISTRICT OPERATIONS					
	On going	Board & E.D.	45	$	26,194
Recruit/Support District Supervisors and Associates in implementing the District Charge.					
Run an efficient, economical election process that delivers good customer experience.	Jan - March	Administrative	23	$	7,983
Administer Commission Special Project Grants	On going	Administrative	5	$	1,597
Support Conservation Technical Development	On going	Research	68	$	31,145
General Technical Assistance to Agencies, Public and Landowners not addressed through other programs.	On going	Board & E.D.	56	$	32,742
	On going	E.D. & Coordinators, Administrative	369	$	117,349
Administer Programs/Grants consistent with prescribed management standards					
	On going	E.D. & Coordinators	41	$	20,674
Pursue and obtain funding to implement District Annual and Long Range Plans					
	On going	E.D. & Administrative	7	$	2,395
Provide the professional development, training, equipment and support to District staff necessary to successfully accomplish their respective program responsibilities					
Ensure Political Support for District Programs (updates, tours, presentations to City, County, State and Federal Representatives)	On going	E.D. & Coordinators	23	$	11,773
		TOTAL:	**635**	**$**	**251,852**

Funding Source(s): All Grants, Discretionary Funds

Fiscal Year 2019 Budget

All Programs & Operations		Full-time Equivalents		Estimated Funding
Water Quality		8.0	$	696,634
Water Quantity/Habitat Enhancement		2.9	$	278,756
Community Viability, Sustainability & Resilience		2.4	$	201,741
District Operations		2.8	$	251,852
	TOTAL:	**16**	**$**	**1,428,982**
Overhead (25%)			$	357,246
			$	**1,786,228**



Exhibit E

Income Statements

Whatcom Conservation District
Income Statement
January 1, 2021 through December 31, 2021

	Jan - Dec 21	Jan - Dec 21
Income		
3311000 · Fed Direct Grant from Dept Ag		
1109101 · NWQI Fishtrap	13,978.72	13,978.72
1109102 · NWQI Wiser Lake	13,978.72	13,978.72
1109103 · CIG19 - Ag Irrigation WLCS	76,402.82	76,402.82
1109301 · RCPP - Fish Habitat	26,824.36	26,824.36
Total 3311000 · Fed Direct Grant from Dept Ag	131,184.62	131,184.62
3316600 · Fed Direct Grant from EPA		
1660001 · EPA Ag Monitors EP17W000142	35,466.58	35,466.58
Total 3316600 · Fed Direct Grant from EPA	35,466.58	35,466.58
3331000 · Fed Indirect Grant USDA		
3106601 · COCO2101 NW WA Wildfire Risk R	27,302.78	27,302.78
3106650 · Skagit Title III Firewise	67.04	67.04
3109002 · SCC2101 TO CTD Training 2021	1,739.30	1,739.30
3109003 · Walla Walla CD NWQI TA	6,419.13	6,419.13
3109004 · NACD2101 CTD TA	25,515.71	25,515.71
Total 3331000 · Fed Indirect Grant USDA	61,043.96	61,043.96
3336600 · Fed Indirect Grant from EPA		
3661201 · WSDA2101 Coliscan TA K3333	2,030.54	2,030.54
3661202 · AFT Discovery Farms Project	54,860.57	54,860.57
3661203 · WC1902 PIC Non-Dairy Tech Asst	232,024.40	232,024.40
Total 3336600 · Fed Indirect Grant from EPA	288,915.51	288,915.51
3339000 · Federal Indirect HMGP		
3970001 · SCC2005 Hazard Mit 2104HZ	2,389.99	2,389.99
3970002 · SCC2106 Hazard Mit 2204HZ	1,143.26	1,143.26
3970003 · SkgtCD Hazard Mit	1,925.68	1,925.68
Total 3339000 · Federal Indirect HMGP	5,458.93	5,458.93
3340330 · State Grant from Conserv Comm		
3340331 · Operating Funds		
SCC1902 Irrigated Eff 2004IE	25,688.82	25,688.82
SCC2002 Imp 2104IM	71,743.70	71,743.70
SCC2003 Ctr Tech Dev 2104CD	92,742.75	92,742.75
SCC2101 TO CTD Tr 2021 - stat	5,218.70	5,218.70
SCC2102 Imp 2204IM	39,696.41	39,696.41
SCC2104 CTD 2204CD	41,721.08	41,721.08
SCC2105 Irrigated Eff 2204IE	141.13	141.13
Total 3340331 · Operating Funds	276,952.59	276,952.59
3340332 · Capital Funds		
RCPP - Waste Treatment (state)	10,798.88	10,798.88
SCC1906 CREP 2004CE	400,061.19	400,061.19
SCC1908 Shellfish CS 2004SH	382,162.16	382,162.16
SCC1910 Livestock 2004LT	49,341.48	49,341.48
SCC2103 CREP 2204CE	137,439.74	137,439.74

	Jan - Dec 21	Jan - Dec 21
SCC2107 NRI Costshare 2204NI	2,661.07	2,661.07
SCC2108 Shellfish CS 2204SH	11,088.72	11,088.72
SCC2109 Livestock 2204LT	3,214.67	3,214.67
Total 3340332 · Capital Funds	996,767.91	996,767.91
Total 3340330 · State Grant from Conserv Comm	1,273,720.50	1,273,720.50
3340420 · State Grant Dept of Commerce		
Fishtrap Creek Habitat	133,357.79	133,357.79
Total 3340420 · State Grant Dept of Commerce	133,357.79	133,357.79
3451100 · Soil & Water Conserv Sales		
51110 · Plant Materials	59,084.36	59,084.36
51120 · Products	1,072.46	1,072.46
51140 · Equipment Rental	2,486.43	2,486.43
Total 3451100 · Soil & Water Conserv Sales	62,643.25	62,643.25
3451191 · County Contracts		
WC1900 LW HIP 2019	39,955.22	39,955.22
WC1903 Ag Water Use Eff	7,919.52	7,919.52
WC2001 PIC Outreach & CS 2020	3,720.00	3,720.00
WC2002 Terrell Crk Landowner St	8,985.50	8,985.50
WC2019 WCFCZD proj	2,342.36	2,342.36
WC2101 LW HIP 2021	70,138.82	70,138.82
WC2102 PIC Outreach & CS	42,249.30	42,249.30
WC2103 WC Ed Outreach Strmwtr	27,344.74	27,344.74
WC2104 Wildfire Risk 2021	17,596.96	17,596.96
WC2105 Domestic Water Eff	25,711.37	25,711.37
WC2106 FCZD Project Coordinatio	15,076.42	15,076.42
Total 3451191 · County Contracts	261,040.21	261,040.21
3451192 · City Contracts		
LYN2001 Lynden Stormwater & Wat	16,196.47	16,196.47
LYN2101 Lynden Stormwater 2021	32,576.56	32,576.56
COB2101 · COB2101 LWW Wildfire Program	2,574.85	2,574.85
COB2102 · COB2102 - City of B'ham LW HIP	14.00	14.00
Total 3451192 · City Contracts	51,361.88	51,361.88
3451193 · Conservation Districts		
Clallam CD	919.48	919.48
Clark CD	232.46	232.46
Jefferson CD	1,238.49	1,238.49
King CD	714.00	714.00
Okanogan CD	79.67	79.67
Pierce CD	1,202.61	1,202.61
Skagit CD	33,535.59	33,535.59
Underwood CD	99.94	99.94
Total 3451193 · Conservation Districts	38,022.24	38,022.24
3451195 · Misc Other		
Birch Bay Parks & Recreation	7,637.52	7,637.52

	Jan - Dec 21	Jan - Dec 21
Edge of Field project	62,873.55	62,873.55
Exact DNA Study	1,986.73	1,986.73
NCI2021 Blaine WCEE 2021	2,950.00	2,950.00
North Cascades Institute Blaine	2,335.00	2,335.00
WhWC2102 Whirlwind Creative FFL	582.19	582.19
Total 3451195 · Misc Other	78,364.99	78,364.99
3670000 · Contributions and Donations fro	1,025.00	1,025.00
3699100 · Miscellaneous Other	19,153.21	19,153.21
3823000 · Non-Fiduciary Collection Others	911.35	911.35
3893000 · Custodial Type Collections	4,360.38	4,360.38
3951000 · Proceeds from Sales of Capital	14,333.88	14,333.88
Total Income	2,460,364.28	2,460,364.28
Gross Profit	2,460,364.28	2,460,364.28
Expense		
5531210 · Cost Share Pass Through		
CREP Cost Share	252,847.45	252,847.45
Shellfish Cost Share	367,994.83	367,994.83
WC PIC Cost Share	27,000.00	27,000.00
Total 5531210 · Cost Share Pass Through	647,842.28	647,842.28
5531531 · Supplies - Building & Vehicle	1,590.71	1,590.71
5531532 · Fuel Purchased	2,706.56	2,706.56
5531546 · Insurance Bldngs & Vehicles	7,745.00	7,745.00
5531547 · Utilities	5,267.41	5,267.41
5531548 · Repairs & Maint Bldg & Vehicles	7,418.47	7,418.47
5531810 · Payroll Salaries & Wages	890,013.88	890,013.88
5531820 · Payroll Benefits		
Medical Benefits	265,261.94	265,261.94
Retirement	14,910.88	14,910.88
5531820 · Payroll Benefits - Other	0.00	0.00
Total 5531820 · Payroll Benefits	280,172.82	280,172.82
5531825 · Payroll Taxes	82,169.38	82,169.38
5531831 · Supplies & Materials		
Office	8,345.12	8,345.12
Project	16,360.39	16,360.39
5531831 · Supplies & Materials - Other	145.25	145.25
Total 5531831 · Supplies & Materials	24,850.76	24,850.76
5531834 · Resale Items Purchased	32,281.05	32,281.05
5531835 · Tools & Equipment	42,975.29	42,975.29
5531840 · Computer and Internet Expenses	19,731.08	19,731.08
5531841 · Professional Services		
Intergovernmental Services	78,364.83	78,364.83
Legal/Accounting	2,190.00	2,190.00
NGO's	131,420.95	131,420.95
Other	79,231.75	79,231.75

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January 1, 2021 through December 31, 2021

	Jan - Dec 21	Jan - Dec 21
5531841 · Professional Services - Other	3,733.98	3,733.98
Total 5531841 · Professional Services	294,941.51	294,941.51
5531842 · Communications	13,152.61	13,152.61
5531843 · Travel Expense		
Conferences & Training	1,045.00	1,045.00
Mileage, Per diem, Lodging etc.	1,876.28	1,876.28
5531843 · Travel Expense - Other	959.22	959.22
Total 5531843 · Travel Expense	3,880.50	3,880.50
5531844 · Advertising	7,129.52	7,129.52
5531845 · Rentals & Leases	395.71	395.71
5531846 · Insurance Liability etc.	19,515.00	19,515.00
5531848 · Repairs & Maintenance General	1,129.96	1,129.96
5531849 · Misc (inc bank fees & other)	5,253.77	5,253.77
5893000 · Custodial Deposit Sales Tax	6,026.12	6,026.12
Total Expense	2,396,189.39	2,396,189.39
Net Income	**64,174.89**	**64,174.89**

Whatcom Conservation District
Income Statement
January 1, 2022 through December 31, 2020

	Jan - Dec 20	Jan - Dec 20
Income		
3311000 · Fed Direct Grant from Dept Ag		
NRCS CIG 69-3A75-16-046	26,319.46	26,319.46
NRCS NWQI Fishtrap	36,021.28	36,021.28
NRCS NWQI Wiser Lake	36,021.28	36,021.28
NRCS RCPP Hab 68-0546-16-947	39,519.47	39,519.47
Total 3311000 · Fed Direct Grant from Dept Ag	137,881.49	137,881.49
3316600 · Fed Direct Grant from EPA		
EPA Ag Monitors EP17W000142	27,896.39	27,896.39
EPA ZAPS Decom 68HE0719P0065	14,815.00	14,815.00
Total 3316600 · Fed Direct Grant from EPA	42,711.39	42,711.39
3331000 · Fed Indirect Grant USDA		
SCC1904 TO NRCS TA 2004TP2 fed	32,182.50	32,182.50
SCC2001 TO NRCS TA 2004TP3 fed	4,488.00	4,488.00
SCC2004 TO NRCS TA 2004TP4 fed	3,168.00	3,168.00
WSCC RCPP WT 17-04-RC	18,176.40	18,176.40
Total 3331000 · Fed Indirect Grant USDA	58,014.90	58,014.90
3336600 · Fed Indirect Grant from EPA		
WSDA Manure TA K2132	39,090.69	39,090.69
WC1902 PIC Tech Asst 201909006	168,694.80	168,694.80
AFT Discovery Farms Project	11,433.96	11,433.96
Total 3336600 · Fed Indirect Grant EPA	219,219.45	219,219.45
3340210 · State Grant from WA Dept of Ag		
WSDA Crop Mapping	6,000.00	6,000.00
Total 3340210 - State Grant from WA Dept of Ag	6,000.00	6,000.00
3340330 · State Grant from Conserv Comm		
3340331 · Operating Funds		
SCC1901 Drought Recv 1904DR	6,817.23	6,817.23
SCC1905 Imp 2004IM	79,607.12	79,607.12
SCC1902 Irrigated Eff 2004IE	5,503.38	5,503.38
SCC1909 Ctr Tech Dev 2004CD	78,964.77	78,964.77
SCC1904 TO NRCSTA 2004TP2 st	10,727.50	10,727.50
SCC2001 TO NRCSTA 2004TP3 st	1,496.00	1,496.00
SCC2002 Imp 2104IM	23,852.38	23,852.38
SCC2003 Ctr Tech Dev 2104CD	27,257.25	27,257.25
SCC2004 TO NRCSTA 2004TP4 st	1,056.00	1,056.00
Total 3340331 · Operating Funds	235,281.63	235,281.63
3340332 · Capital Funds		
RCPP Waste Transfer 17-04-RP	21,997.87	21,997.87
SCC1906 CREP 2004CE	528,252.95	528,252.95
SCC1907 NRI Costshare 2004NR	83,774.44	83,774.44
SCC1910 Livestock 2004LT	85,543.86	85,543.86
SCC1908 Shellfish CS 2004SH	378,839.51	378,839.51
Total 3340332 · Capital Funds	1,098,408.63	1,098,408.63
Total 3340330 · State Grant from Conserv Comm	1,333,690.26	1,333,690.26
3340420 · State Grant Dept of Commerce		
Commerce Fishtrap Creek Hab	63,006.27	63,006.27
Total 3340420 · State Grant Dept of Commerce	63,006.27	63,006.27
3451100 · Soil & Water Conserv Sales		
Copier, Fax, Phone charges	0.55	0.55
Sale of Plant Materials	12,070.59	12,070.59
Sale of Products (Bark, etc)	1,227.93	1,227.93
Poultry Processing Equip Rent	1,297.83	1,297.83
Manure Spreader Rental	179.15	179.15
Equipment& Vehicle Rental (ST)	125.03	125.03
Total 3451100 · Soil & Water Conserv Sales	14,901.08	14,901.08
3451191 · County Contracts		
WC FCZD 201811040	16,480.49	16,480.49
WC PIC Outreach 2019 201811020	23,298.07	23,298.07
WC Wildfire Risk Red 201903040	28,404.33	28,404.33
WC LW HIP 201903001	150,621.82	150,621.82

	Jan - Dec 20	Jan - Dec 20
WC AgWaterUse 201910017	8,090.99	8,090.99
WC Muni-DomWater Eff 201910016	14,250.00	14,250.00
WC Terrell Crk 2020	15,952.50	15,952.50
WC PIC Outreach 2020	51,279.50	51,279.50
Total 3451191 · County Contracts	308,377.70	308,377.70
3451192 · City Contracts		
Lynden2019 ILA Stormwater	9,692.38	9,692.38
Lynden2020 ILA Stormwater	34,008.73	34,008.73
Total 3451192 · City Contracts	43,701.11	43,701.11
3451193 · Conservation Districts		
Clallam CD	1,211.27	1,211.27
Snohomish CD	12,059.62	12,059.62
King CD	66.34	66.34
Pierce Conservation District	4,155.20	4,155.20
Skagit CD	52,685.83	52,685.83
Clark CD	134.60	134.60
Jefferson CD	2,700.98	2,700.98
Okanogan CD	661.96	661.96
Total 3451193 · Conservation Districts	73,675.80	73,675.80
3451195 · Misc Other		
British Columbia ARM	8,016.15	8,016.15
Sumas WID	545.70	545.70
Edge of Field Project	62,102.29	62,102.29
CNMP Planning	6,263.67	6,263.67
Whatcom Community Fnd WS Expl	1,000.00	1,000.00
Montana DNR	2,499.66	2,499.66
Whatcom Community Fnd Chipping	5,000.00	5,000.00
Tillamook County Creamery	5,338.47	5,338.47
NSEA	5,000.00	5,000.00
Total 3451195 · Misc Other	95,765.94	95,765.94
3670000 · Contributions and Donations fro	2,044.87	2,044.87
3699100 · Miscellaneous Other	8,169.16	8,169.16
Other - bank fees	(262.77)	(262.77)
3893000 · Custodial Type Collections	1,026.64	1,026.64
Total Income	2,407,923.29	2,407,923.29
Gross Profit	2,407,923.29	2,407,923.29
Expense		
Admin. Salaries & Wages	308,615.23	308,615.23
Admin. - Payroll Taxes	29,907.26	29,907.26
Admin. Personnel Benefits	91,497.03	91,497.03
Admin. - Supplies	60.75	60.75
Admin. Professional Services	125.89	125.89
Admin Communications	95.42	95.42
Advertising (Election)	557.00	557.00
Insurance (Bond)	18,158.00	18,158.00
Admin. - Misc.	526.45	526.45
5531210 · Cost Share Pass Through		
CREP Cost Sharing	254,748.65	254,748.65
Shellfish Cost Sharing	363,253.39	363,253.39
NRI Cost Sharing	78,533.75	78,533.75
WC PIC Cost-share	21,000.00	21,000.00
Total 5531210 · Cost Share Pass Through	717,535.79	717,535.79
Maintenance Supplies	790.88	790.88
Fuel Consumed	2,052.77	2,052.77
Maintenance Equipment	2,134.20	2,134.20
Bldg Professional Services	6,222.47	6,222.47
Bldg Communication	5,634.28	5,634.28
Bldg. Insurance	6,931.00	6,931.00

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	Jan - Dec 20	Jan - Dec 20
Utility Services	5,396.66	5,396.66
Bldg./Autos Repair/Maintenance	5,714.78	5,714.78
Miscellaneous	152.60	152.60
Education Supplies	38.00	38.00
Education Tools & Equipment	1,237.55	1,237.55
Education Professional Service	10,878.08	10,878.08
Education Communications	3,666.10	3,666.10
G&O Salaries	637,803.31	637,803.31
G&O - Payroll Taxes	65,898.16	65,898.16
G&O Personnel Benefits	199,749.43	199,749.43
G&O Supplies	45,791.09	45,791.09
G&O Resale Items Purchased	3,681.55	3,681.55
G&O Tools & Minor Equipment	28,580.57	28,580.57
G&O Professional Services	113,869.59	113,869.59
G&O Intergov Services	97,050.99	97,050.99
G&O Communication	15,914.33	15,914.33
G&O Travel	11,792.77	11,792.77
G&O Advertising	3,101.88	3,101.88
G&O Rentals & Leases	3,021.22	3,021.22
G&O Repairs & Maintenance	1,454.54	1,454.54
G&O Miscellaneous	13,350.04	13,350.04
5893000 · Custodial Deposit Sales Tax	115.12	115.12
Peoples LoC Loan Repayment	6.75	6.75
Total Expense	2,459,109.53	2,459,109.53
Net Income	($ 51,186.24)	($ 51,186.24)

Whatcom Conservation District
Income Statement
January 1, 2019 through December 31, 2019

	Jan - Dec 19	Jan - Dec 19
Income		
3311000 · Fed Direct Grant from Dept Ag		
NRCS CIG 69-3A75-16-046	143,703.22	143,703.22
NRCS RCPP Hab 68-0546-16-947	42,739.51	42,739.51
EPA Ag Monitors EP17W000142	58,339.51	58,339.51
Total 3311000 · Fed Direct Grant from Dept Ag	244,782.24	244,782.24
3331000 · Fed Indirect Grant USDA		
TSP-Rip Training 1804TP5	9,225.00	9,225.00
WSCC Soils Trn 18-04-TP8 f	5,550.00	5,550.00
SCC1903 TOSoilsHealth2004TP1f	4,575.00	4,575.00
TSP 18-04-TP7 (EQIP)	60,456.00	60,456.00
Total 3331000 · Fed Indirect Grant from USDA	79,806.00	79,806.00
3336600 · Fed Indirect Grant from EPA		
DOH ZAPs #N22460-0	69,357.24	69,357.24
WSDA Manure TA K2132	23,986.17	23,986.17
WC PIC TA 2017 201706029	210,668.67	210,668.67
WC1902 PIC Tech Asst 201909006	38,192.32	38,192.32
Total 3336600 · Fed Indirect Grant EPA	342,204.40	342,204.40
3340210 · State Grant from WA Dept of Ag		
WSDA Crop Signs K2588	1,876.26	1,876.26
WSDA Manure Matters	4,976.30	4,976.30
Total 3340210 - State Grant from WA Dept of Ag	6,852.56	6,852.56
3340330 · State Grant from Conserv Comm		
3340331 · Operating Funds		
CC- Miscellenous	651.00	651.00
WADE Training Funds	20,000.00	20,000.00
CTD 2018 18-04-CD	35,624.99	35,624.99
Imp FY19 19-04-IM	86,164.90	86,164.90
TSP 18-04-TP7 EQIP (state)	20,152.00	20,152.00
TSP 18-04-TP5 Rip Trng (state)	3,075.00	3,075.00
SCC1901 Drought Recv 1904DR	18,159.77	18,159.77
Soils Trn 18-04-TP8 s	1,850.00	1,850.00
SCC1905 Imp 2004IM	16,645.30	16,645.30
SCC1902 Irrigated Eff 2004IE	807.80	807.80
SCC1909 Ctr Tech Dev 2004CD	21,035.23	21,035.23
SCC1903 TOSoilsHealth2004TP1	1,525.00	1,525.00
Total 3340331 · Operating Funds	225,690.99	225,690.99
3340332 · Capital Funds		
RCPP Waste Transfer 17-04-RP	1,152.38	1,152.38
CREP FY18 18-04-CE	428,882.22	428,882.22
Livestock TA FY18 18-04-LT	85,488.82	85,488.82
NRI Cost-share 18-04-NR	187,250.34	187,250.34
Shellfish CS 18-04-SH	595,343.26	595,343.26
Cultural Resources 18-04-CR	3,492.50	3,492.50
SCC1906 CREP 2004CE	170,043.87	170,043.87
SCC1907 NRI Costshare 2004NR	69,441.06	69,441.06
SCC1911 Cultural Res 2004CR	1,820.00	1,820.00
SCC1910 Livestock 2004LT	25,114.66	25,114.66
SCC1908 Shellfish CS 2004SH	25,073.27	25,073.27
Total 3340332 · Capital Funds	1,593,102.38	1,593,102.38
Total 3340330 · State Grant from Conserv Comm		
3451100 · Soil & Water Conserv Sales		
Copier, Fax, Phone charges	91.00	91.00
Sale of Plant Materials	53,239.75	53,239.75
Sale of Products (Bark, etc)	3,523.87	3,523.87
Poultry Processing Equip Rent	340.00	340.00
Total 3451100 · Soil & Water Conserv Sales	57,194.62	57,194.62
3451191 · County Contracts		
WC LW HIP 201610015	54,539.25	54,539.25
WC FCZD 201702023	590.33	590.33
WC Terrell Creek LSP 201801024	5,940.40	5,940.40

	Jan - Dec 19	Jan - Dec 19
WC PIC Outreach 2018 201801019	14,170.17	14,170.17
Laurel WID	401.24	401.24
WC FCZD 201811040	10,375.42	10,375.42
WC PIC Outreach 2019 201811020	46,486.85	46,486.85
WC Terrell Crk 2019 201811038	19,938.00	19,938.00
WC Wildfire Risk Red 201903040	21,595.67	21,595.67
WC LW HIP 201903001	105,823.16	105,823.16
Total 3451191 · County Contracts	279,860.49	279,860.49
3451192 · City Contracts		
Lynden2018 ILA Stormwater	9,479.29	9,479.29
Lynden2019 ILA Stormwater	28,461.33	28,461.33
Total 3451192 · City Contracts	37,940.62	37,940.62
3451193 · Conservation Districts		
Pierce Conservation District	4,500.00	4,500.00
Skagit CD	31,783.91	31,783.91
Jefferson CD	873.02	873.02
Total 3451193 · Conservation Districts	37,156.93	37,156.93
3451195 · Misc Other		
WADE	1,951.87	1,951.87
Edge of Field Project	77,186.59	77,186.59
CNMP Planning	15,641.38	15,641.38
Tenmile Clean Water Foundation	12,044.77	12,044.77
Whatcom Community Fnd WS Expl	40,000.00	40,000.00
Salish Sea Experience	499.95	499.95
Tillamook County Creamery	9,564.28	9,564.28
Blaine-Birch Bay Park & Rec	4,000.00	4,000.00
Total 3451195 · Misc Other	160,888.84	160,888.84
Contributions Private Sources	4,995.57	4,995.57
Donations PS- Gifts,pledges,g	5,883.86	5,883.86
Sales of Surplus	75.00	75.00
3699100 · Miscellaneous Other	4,303.28	4,303.28
Other - bank fees	(1,605.17)	(1,605.17)
3893000 · Custodial Type Collections	4,891.59	4,891.59
Other Custodial Activities	11,809.87	11,809.87
Insurance Premiums & Recoverie	787.01	787.01
Total Income	3,096,621.08	3,096,621.08
Gross Profit	3,096,621.08	3,096,621.08
Expense		
Admin. Salaries & Wages	205,411.71	205,411.71
Admin. - Payroll Taxes	31,671.11	31,671.11
Admin. Personnel Benefits	89,157.71	89,157.71
Admin. - Supplies	229.03	229.03
Admin. Professional Services	6,062.73	6,062.73
Admin Communications	677.84	677.84
Advertising (Election)	150.00	150.00
Insurance (Bond)	17,269.00	17,269.00
5531210 · Cost Share Pass Through		
CREP Cost Sharing	270,002.50	270,002.50
Shellfish Cost Sharing	352,975.23	352,975.23
NRI Cost Sharing	205,194.12	205,194.12
WC PIC Cost-share	25,811.54	25,811.54
Total 5531210 · Cost Share Pass Through	853,983.39	853,983.39
Maintenance Supplies	1,612.41	1,612.41
Fuel Consumed	6,822.82	6,822.82
Maintenance Equipment	434.79	434.79
Bldg Professional Services	8,933.18	8,933.18
Bldg Communication	8,304.93	8,304.93
Bldg. Insurance	6,281.00	6,281.00

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	Jan - Dec 19	Jan - Dec 19
Utility Services	6,855.57	6,855.57
Bldg./Autos Repair/Maintenance	14,228.04	14,228.04
Miscellaneous	205.37	205.37
Education Supplies	509.80	509.80
Education Professional Service	9,018.83	9,018.83
Education Communications	450.30	450.30
G&O Salaries	837,466.38	837,466.38
G&O - Payroll Taxes	73,723.74	73,723.74
G&O Personnel Benefits	209,279.00	209,279.00
G&O Supplies	59,249.34	59,249.34
G&O Resale Items Purchased	26,539.70	26,539.70
G&O Tools & Minor Equipment	99,874.90	99,874.90
G&O Professional Services	214,845.27	214,845.27
G&O Intergov Services	79,972.43	79,972.43
G&O Communication	15,121.99	15,121.99
G&O Travel	37,984.47	37,984.47
G&O Advertising	13,747.25	13,747.25
G&O Rentals & Leases	14,335.65	14,335.65
G&O Repairs & Maintenance	5,607.26	5,607.26
G&O Miscellaneous	6,669.37	6,669.37
G&O Intergov-fed,state, local	23,146.51	23,146.51
Agency Type Disb. (Sales Tax)	5,121.18	5,121.18
Other Custodial Activities	24,855.20	24,855.20
Peoples LoC Loan Repayment	14,058.86	14,058.86
Capital Exp - Equipment/Veh	14,297.33	14,297.33
Total Expense	3,044,165.39	3,044,165.39
Net Income	$ 52,455.69	$ 52,455.69

Whatcom Conservation District
Income Statement
January 1, 2018 through December 31, 2018

	Jan - Dec 2018	Jan - Dec 2018
Income		
3311000 · Fed Direct Grant from Dept Ag		
NRCS CIG 69-3A75-16-046	202,967.86	202,967.86
NRCS NWQI 68-0546-17-004	22,857.22	22,857.22
NRCS RCPP Hab 68-0546-16-947	70,590.10	70,590.10
Total 3311000 · Fed Direct Grant from Dept Ag	296,415.18	296,415.18
3316600 - Federal Direct Grant from EPA		
EPA Ag Monitors EP17W000142	20,000.00	20,000.00
Total 3336600 Fed Direct Grant from EPA	20,000.00	20,000.00
3331000 · Fed Indirect Grant USDA		
TSP (CTD) 18-04-TP1 (CTA)Basic	5,460.00	5,460.00
TSP-CNMP Training 1804TP4	9,187.50	9,187.50
TSP 16-04-TP3 (EQIP)	24,247.50	24,247.50
TSP 18-04-TP3 (EQIP)	35,887.50	35,887.50
TSP 18-04-TP6 (EQIP)	26,400.00	26,400.00
WSCC RCPP WT 17-04-RC	1,823.60	1,823.60
Total 3331000 · Fed Indirect Grant from USDA	103,006.10	103,006.10
3336600 · Fed Indirect Grant from EPA		
WC PIC TA 2017 201701005	13,676.47	13,676.47
DOH ZAPs #N22460-0	112,020.19	112,020.19
WSDA Manure TA K2132	32,937.49	32,937.49
WC PIC TA 2017 201706029	247,687.47	247,687.47
Total 3336600 · Fed Indirect Grant EPA	406,321.62	406,321.62
3340330 · State Grant from Conserv Comm		
3340331 · Operating Funds		
WADE Training Funds	22,827.05	22,827.05
Imp FY18 18-04-IM	69,686.91	69,686.91
CTD 2018 18-04-CD	111,306.38	111,306.38
CTD TSP basic/mentor 18-04-TP1	1,820.00	1,820.00
CTD TSP NMP Training 18-04-TP4	3,062.50	3,062.50
TSP 18-04-TP3 EQIP (state)	20,045.00	20,045.00
Imp FY19 19-04-IM	38,014.42	38,014.42
TSP 18-04-TP6 EQIP (state)	8,800.00	8,800.00
Total 3340331 · Operating Funds	275,562.26	275,562.26
3340332 · Capital Funds		
CREP FY18 18-04-CE	511,383.53	511,383.53
Livestock TA FY18 18-04-LT	149,565.03	149,565.03
NRI Cost-share 18-04-NR	61,902.47	61,902.47
Shellfish CS 18-04-SH	75,653.00	75,653.00
Total 3340332 · Capital Funds	798,504.03	798,504.03
Total 3340330 · State Grant from Conserv Comm		
3451100 · Soil & Water Conserv Sales		
Sale of Plant Materials	41,320.35	41,320.35
Sale of Products (Bark, etc)	1,742.59	1,742.59
Fees Scientific Testing	30.00	30.00
Total 3451100 · Soil & Water Conserv Sales	43,092.94	43,092.94
3451191 · County Contracts		
WC LW HIP 201610015	130,957.29	130,957.29
WC Terrell Creek LSP 201703005	1,063.86	1,063.86
WC PIC Outreach 2017 201704003	8,476.68	8,476.68
WC FCZD 201702023	11,963.77	11,963.77
WC Terrell Creek LSP 201801024	14,034.35	14,034.35
WC PIC Outreach 2018 201801019	40,829.83	40,829.83
N Lynden WID	1,073.46	1,073.46
Sumas WID	1,997.41	1,997.41
Laurel WID	700.09	700.09
Total 3451191 · County Contracts	211,096.74	211,096.74
3451192 · City Contracts		
Lynden2017 ILA Stormwater	7,334.38	7,334.38
Lynden2018 ILA Stormwater	28,290.23	28,290.23
Total 3451192 · City Contracts	35,624.61	35,624.61

	Jan - Dec 2018	Jan - Dec 2018
3451193 · Conservation Districts		
Clallam CD	240.42	240.42
San Juan Island CD	2,500.00	2,500.00
King CD	260.57	260.57
Pierce Conservation District	73.34	73.34
WACD	400.36	400.36
Kitsap CD	20.00	20.00
Walla Walla CD	240.03	240.03
Skagit CD	1,384.96	1,384.96
Clark CD	200.00	200.00
Okanogan CD	643.20	643.20
Total 3451193 · Conservation Districts	5,962.88	5,962.88
3451195 · Misc Other		
Edge of Field Project	12,002.25	12,002.25
Ag Water Board	800.00	800.00
Tenmile Clean Water Foundation	23,000.00	23,000.00
Sound Horsekeeping	19,610.00	19,610.00
Blaine-Birch Bay Park & Rec	4,000.00	4,000.00
Total 3451195 · Misc Other	59,412.25	59,412.25
Contributions Private Sources	2,721.91	2,721.91
Donations PS- Gifts,pledges,g	13.48	13.48
3699100 · Miscellaneous Other	4,084.42	4,084.42
3893000 · Custodial Type Collections	3,517.22	3,517.22
Other Custodial Activities	71,167.81	71,167.81
Insurance Premiums & Recoverie	787.01	787.01
Total Income	2,337,290.46	2,337,290.46
Gross Profit	2,337,290.46	2,337,290.46
Expense		
Admin. Salaries & Wages	308,768.58	308,768.58
Admin. - Payroll Taxes	29,979.61	29,979.61
Admin. Personnel Benefits	109,760.68	109,760.68
Admin. - Supplies	197.76	197.76
Admin. Professional Services	6,258.89	6,258.89
Admin Communications	800.86	800.86
Admin. Travel	32.16	32.16
Advertising (Election)	736.75	736.75
Insurance (Bond)	16,030.00	16,030.00
Admin. - Misc.	476.50	476.50
5531210 · Cost Share Pass Through		
CREP Cost Sharing	262,174.15	262,174.15
Shellfish Cost Sharing	25,704.59	25,704.59
NRI Cost Sharing	43,229.85	43,229.85
WC PIC Cost-share	16,919.03	16,919.03
Total 5531210 · Cost Share Pass Through	348,027.62	348,027.62
Maintenance Supplies	1,354.01	1,354.01
Fuel Consumed	5,000.12	5,000.12
Maintenance Equipment	1,509.85	1,509.85
Bldg Professional Services	8,060.15	8,060.15
Bldg Communication	7,667.32	7,667.32
Bldg. Insurance	5,414.00	5,414.00
Utility Services	6,146.58	6,146.58
Bldg./Autos Repair/Maintenance	7,768.46	7,768.46
Miscellaneous	508.75	508.75
Education Supplies	3,541.37	3,541.37
Education Professional Service	5,846.07	5,846.07
Education Communications	1,118.40	1,118.40
Education Rentals	25.00	25.00
G&O Salaries	659,873.68	659,873.68

Whatcom Conservation District
Income Statement
January 1, 2018 through December 31, 2018

		Jan - Dec 2018	Jan - Dec 2018
	G&O - Payroll Taxes	68,394.13	68,394.13
	G&O Personnel Benefits	164,521.62	164,521.62
	G&O Supplies	46,081.22	46,081.22
	G&O Resale Items Purchased	18,186.57	18,186.57
	G&O Tools & Minor Equipment	13,964.08	13,964.08
	G&O Professional Services	227,507.83	227,507.83
	G&O Intergov Services	15,672.53	15,672.53
	G&O Communication	14,030.80	14,030.80
	G&O Travel	27,199.74	27,199.74
	G&O Advertising	5,491.25	5,491.25
	G&O Rentals & Leases	8,646.62	8,646.62
	G&O Repairs & Maintenance	5,480.79	5,480.79
	G&O Miscellaneous	10,170.70	10,170.70
	G&O Intergov-fed,state, local	54,268.61	54,268.61
	Agency Type Disb. (Sales Tax)	3,973.31	3,973.31
	Other Custodial Activities	94,024.05	94,024.05
	Peoples LoC Loan Repayment	9,253.04	9,253.04
	Capital Exp - Equipment/Veh	7,714.43	7,714.43
Total Expense		2,329,484.49	2,329,484.49
Net Income		$ 7,805.97	$ 7,805.97

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-453

File ID:	AB2022-453	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/02/2022	**Entered by:**	MRouse@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Discussion		
Assigned to:	Council Committee of the Whole			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Discussion of a broadband policy for Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of a broadband policy for Whatcom County

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

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

COUNCILMEMBER
Kaylee Galloway

WHATCOM COUNTY COUNCIL

FROM THE DESK OF COUNCILMEMBER KAYLEE GALLOWAY

MEMO

TO: WHATCOM COUNTY COUNCIL

FROM: COUNCILMEMBER KAYLEE GALLOWAY

DATE: SEPTEMBER 6, 2022

RE: BROADBAND ACCESS POLICY

Expanding affordable high-speed internet access throughout Whatcom County is a top priority for many community members. According to the National Association of Counties (NACO), reliable, fast, and affordable high-speed internet is as fundamental today as acquiring electricity was in the first half of the 20th century.[i] The following memo outlines the current challenges with broadband access and identifies additional steps to be considered to **create Whatcom County policies** that further support the expansion of broadband access to unserved and underserved areas.

What is the problem?

The COVID-19 pandemic intensified gaps in access as people were asked to stay home and rely on internet access for school, work, health care, groceries, safety information, and other essential needs. Fast, reliable internet access is *critical to full participation in society and the modern economy*[ii], and many households, often low-income and rural, have no or slow home internet access. Private internet service providers (ISPs) are reluctant to extend services to rural areas due to the low return on investment, the high cost to install, and the limited customer base. Last mile connections are still a challenge, especially for rural residential customers. Additionally, open access broadband infrastructure is helpful to increasing access. Without open access, private ISPs can limit use of their private infrastructure, often resulting in duplicative infrastructure or limiting competition/consumer choice, adding to the cost of service.

What is currently being done?

Whatcom County's Comprehensive Economic Development Strategy 2022-2026 sets a goal to develop and enhance critical infrastructure that promotes economic development and resiliency, including the deployment of broadband infrastructure to underserved communities.[iii] The Port of Bellingham commissioned a study, with support from Public Utility District No.1 of Whatcom County (PUD), to evaluate the need for further broadband investments, with a focus on rural economic development. The Broadband Feasibility Study for Rural Whatcom County (2019)[iv] assesses broadband needs and identifies priority routes for expanding services from Bellingham to Cedarville, Nugent's Corner, Deming, Nooksack, Kendall, Maple Falls, and Glacier, using mostly aerial and some underground connections. Whatcom County is supporting the design and construction of these broadband connections through the Economic Development Investment (EDI) program,[v] which has provided matching funds, approximately $4,750,000 since 2019[vi], to the Port of Bellingham for Washington State Dept. of Commerce grants. The Broadband Study addresses mid-mile and last-mile

connections and at full build out includes service to 186 end users including government buildings (e.g., fire districts, county offices, port facilities), schools, tribal facilities, and private businesses. The most recent $2,750,000 in EDI funding resulted in leveraging an additional $7.16 million in state funding, and will help fund 123 miles of open access fiber network serving over 2,064 homes and businesses in East Nooksack, North Mosquito Lake Rd, North Lynden, and North Ferndale. For the first project, East Nooksack/North Mosquito Lake Rd, the Port has signed in Indefeasible Right of Use (IRU) agreement with PogoZone to design, build, and maintain the broadband infrastructure, which will include open access fiber in perpetuity. After the term of the agreement, the infrastructure will be owned by PogoZone.

What more can we do?

Whatcom County can consider the following strategies to increase broadband access:

- Improve notification to broadband infrastructure providers about open trenches during development and road construction and future planned installation opportunities
- Fund efforts to expand broadband infrastructure to unserved and underserved areas, and leverage federal and state funding opportunities
- Support coordinated trenching through better communications and code requirements
- Require new developments and right-of-way excavation projects to install broadband infrastructure
- Expand opportunities for publicly-owned, open-access broadband infrastructure network through the Cities, County, Port of Bellingham, and/or PUD.

The following examples provide ideas to further expand access to broadband in our community:

NEAR TERM

1. Notifications.
    a. Set up a joint notification system (email list) for right-of-way projects or potential coordinated trenching opportunities for Whatcom County Public Works and Planning and Development Services, the Port of Bellingham, Public Utility District No. 1 of Whatcom County, and other public and private utility and internet service providers.
        - EXAMPLE: CO Dept. of Transportation, Broadband Open Trench notification form and notification list
        - EXAMPLE: Whatcom County – Stay Informed notification lists
    b. Include a statement regarding *'broadband installation opportunities may be present'* when issuing required public notice for applicable permit categories. A statement could be added to permits already requiring notification, as identified in Whatcom County Code Section 22.05.020 Project permit procedures.
    c. Codify notification requirements for excavations of rights-of-way and permitted development to ensure notification to ISPs and the public.
2. Funding.
    a. Provide matching funds for state broadband grants.
        - EXAMPLE: Whatcom County Council authorized interlocal agreements with the Port of Bellingham – see Contract 201908011-1, Contract 202207029 – to provide matching funds for WA State infrastructure acceleration grants leveraging funds to complete $4M in improvements by Dec. 31, 2024.[vii]
    b. Provide County grants and loans to public and private utility providers to help expand broadband connections to residential communities
        - EXAMPLE: Last Mile Broadband Grants program, Nevada City, CA
        - EXAMPLE: Placer County 2021 Last Mile Broadband Grant program
    c. Prioritize ARPA funding for publicly owned, open access broadband infrastructure
        - Whatcom County's original plan included $4,000,000 for broadband, none of which has been spent or designated to date.
        - EXAMPLE: Counties and the American Rescue Plan Act (ARPA) Recovery Fund: Broadband

d. Expand wireless access points or wireless hotspots, building off previous efforts by the Port of Bellingham.
   - EXAMPLE: Wi-Fi Expansion by City and State Governments Boosts Citizen Access to the Internet
   - EXAMPLE: Kern parks might soon be getting public WIFI

e. Fund a county staff position to lead and manage a county broadband program, which may include manage, operate, and maintain an open-access broadband system as well as maintain a map resource and notification system
   - EXAMPLE: Bellingham Fiber Optics Network Engineer

3. GIS mapping, updated regularly
   a. GIS mapping of broadband infrastructure and of future planned capital project locations (as opportunities for future broadband infrastructure). Consider adding map to Comprehensive Plan utilities chapter or other guiding policy document.
      - EXAMPLE: Seeing Orange utilities coordination map (see GIS map here)
      - EXAMPLE: Map of City of Bellingham Unused Dark Fiber Strand Counts, see Misc. Materials shared by Workgroup Members
      - EXAMPLE: UDOT Coordination Map
   b. Develop a map of priority areas for needed installation of broadband infrastructure to help inform coordination/dig-one requirements
      - Coordinate with the cities, Port, PUD, WCOG, state, federal, and tribal governments, public and private utility providers, and relevant developers and contractors.
      - Align with transportation improvement plans and future planned developments based on Comprehensive Plan, Buildable Lands Report, zoning/UGAs, and other guiding documents.
      - EXAMPLE: City of Bellingham created a map of missing links to the broadband network as part of its Conduit Policy (2020)
4. Discuss the role the 5-county partnership, SWISS (Snohomish, Whatcom, Island, San Juan, and Skagit), could play in a regional approach to expanding access to broadband.
   - EXAMPLE: Petrichor Broadband is a publicly owned corporation formed by six public port districts (including Port of Bellingham, Skagit, Kalama, Pasco, Ridgefield, and Whitman County) to expand broadband access to underserved communities. Petrichor offers project management, broadband feasibility and planning studies, assistance with state and federal grant/loan applications, facility mapping, one-call management system, oversight of network operations, and advocacy for open-access dark fiber infrastructure.
   - EXAMPLE: Utopia Fiber (Utah Telecommunication Open Infrastructure Agency) Fiber is a group of 11 Utah cities that joined together in 2004 to build, deploy, and operate a fiber to the home (FTTH) network to every business and household within their communities.
   - EXAMPLE: Golden State Connect is a joint powers authority comprised of 39 rural California counties designed for the purpose of increasing access to reliable, affordable high-speed internet for their residents and businesses.
5. Evaluate Whatcom County's potential for owning, maintaining, and leasing open access conduit and/or fiber infrastructure.
   - EXAMPLE: SkagitNet is a wholesale, fiber optic network that consists of six segments that will span from Anacortes to Concrete. SkagitNet oversees construction and operates key pieces of fiber optic infrastructure throughout Skagit County
6. Codify that all franchise agreements include a provision to require coordination of all construction activities where excavation of the right-of-way takes place, and allowing the county to send out a notification to interested parties.
   a. EXAMPLE: Ordinance 2022-056 granting Cascade Natural Gas Corporation a franchise – Section 12. Coordination of construction activities; Shared excavations

MID TERM

7. Coordinated trenching can lower installation costs of underground lines, which are less susceptible to service disruptions than aerial lines.

a. Charging for cutting pavement to create trenches for utilities.
   - EXAMPLE: Prosser, WA charges fees based on age of pavement and linear foot of excavation
b. Establish joint use, joint trench policies
   - EXAMPLE: Idaho State Code Title 40 Highways and bridges, Section 40-520 (2)(d) may require broadband provider to install conduit for nonexclusive use.
   - EXAMPLE: LA County Joint Trench Utility Permit Guidelines

8. Construction Standards and Dig-Once Requirements
   a. Codify the required installation of conduit for new developments and certain road construction projects (e.g., as identified within the developed Broadband Priority Map or administrative approval)
      - EXAMPLE: Mount Vernon, WA Municipal Code Chapter 12.20 requires the installation of conduit for all developments
      - EXAMPLE: City of Pasco's 15.110.080 "Dig Once" requirements, the Community Development and the Public Works departments may require developers of all new commercial, residential, mixed use and other significant planned developments to make sufficient accommodation for the deployment of broadband as a condition of permitting.
   b. Establish design standards for broadband infrastructure (e.g. 2" vs 4" conduit, etc.)
9. Establish a county policy for installing conduit when a project is being done by the county (when there is earthwork being done). Develop a funding source to cover the cost of installation by a contractor or in coordination with the Port.
10. Moratorium on excavation of newly constructed streets (except for emergency repairs)
   - EXAMPLE: El Cerrito Excavation Moratorium for up to five (5) years, excluding emergency work
   - EXAMPLE: Glendale, California - Excavations prohibited for three (3) years after any public right-of-way or other public place has been newly constructed/reconstructed.

LONG TERM

11. Report to show progress on 2019 Broadband Feasibility Study for Rural Whatcom County and identify next steps (new connections, last mile connections)
12. Consider working with the Port's Broadband Steering Committee, TAGNW Connectivity group, or creating a new broader committee to advise the Council on broadband needs
13. Implementation of a Whatcom County owned, open access broadband infrastructure network
   a. Consider retail or leasing authority, funding, and FTE needs for maintenance and operation

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[i] Broadband Task Force: High-Speed Internet Is Essential For All Counties, July 2021

[ii] Washington State Broadband Policy, https://data.wa.gov/stories/s/Broadband-in-Washington/irv9-b275/

[iii] Whatcom County's Comprehensive Economic Development Strategy (CEDS), https://www.whatcomcounty.us/2091/CEDS-Report

[iv] Broadband Feasibility Study for Rural Whatcom County (2019), https://www.portofbellingham.com/DocumentCenter/View/10384/Rural-Broadband-Feasibility-Study-

[v] Whatcom County Economic Development Investment Program, https://www.whatcomcounty.us/1020/Economic-Development-Investment-Program

[vi] Interlocal Agreements with the Port of Bellingham: Contract 201908011 and Contract 202207029 totaling $2,750,000

[vii] Latest Washington state broadband infrastructure funding will connect residents of 14 communities currently lacking reliable high-speed internet service - Washington State Department of Commerce

BROADBAND GLOSSARY OF TERMS

Broadband: Any service providing advanced telecommunications capability and internet access with transmission speeds that, at a minimum, provide 100 megabits per second download and 20 megabits per second upload.

Broadband Infrastructure: Networks of deployed telecommunications equipment and technologies necessary to provide high-speed internet access and other advanced telecommunications services to end users.

Conduit: A reinforced tube through which cabling runs. Conduit protects fiber-optic cables in the ground and can be placed underground when convenient and later “blow” or “pull” the fiber cabling through.

Fiber: A glass strand or strands which is/are protected by a color-coded buffer tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.

> **Dark Fiber:** Fiber between two specified locations that has no optronics or electronics attached to it.
>
> **Lit fiber:** Fiber infrastructure that is being used to provide internet service

Hotspot: Hotspot is a term for an access point that offers WiFi access for guest users

IRU (Indefeasible Right of Use) Agreement: A contractual agreement (temporary ownership) of a portion of the capacity of an international cable. Generally, IRU agreements last for a specified number of years, usually about 25-30 years. For this term, the IRU owner acquires an unconditional right to use the relevant capacity of the network.

ISP (Internet Services Provider): An organization that provides services for accessing, using, or participating in the Internet.

Joint use: Broadband utilities install at the same time, in the same trench, or in the same conduit(s). It may also mean the first utility in places extra conduits, and subsequent utilities must negotiate with that utility to occupy one or more of the empty conduits.

Last mile: Broadband infrastructure that serves as the final connection from a broadband service provider's network to the end-use customer's on-premises telecommunications equipment.

Middle mile: Broadband infrastructure that links a broadband service provider's core network infrastructure to last mile infrastructure.

Open Access: An arrangement in which the network is open to independent service providers to offer services. In many cases, the network owner only sells wholesale access to the service providers who offer all retail services (i.e. triple play of internet, phone, tv).

Trench: An area normally excavated to accommodate a substructure

Wireless Access Point: A networking hardware device that allows other Wi-Fi devices to connect to a wired network.

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:**	Introduced
File Created:	07/29/2022	**Entered by:**	CHalka@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Ordinance		
Assigned to:	Council Committee of the Whole			**Final Action:**	
Agenda Date:	09/13/2022			**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:
08/09/2022	Council	INTRODUCED	Council Committee of the Whole

Attachments: Memo, Proposed Ordinance - strike

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

COUNCILMEMBER
CAROL FRAZEY

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 ADDDRESS 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.~~100~~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 action~~s ~~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.

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 ~~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.

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 ~~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: MIN2022-051

File ID:	MIN2022-051	**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:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Special Council for August 2, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Special Council Aug 2 2022

Whatcom County
Council (Special)

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

Minutes - Draft Minutes

Tuesday, August 2, 2022
1 PM
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

Council Chair Todd Donovan called the meeting to order at 1:01 p.m. in a hybrid meeting.

Roll Call

Present: 4 - Tyler Byrd, Todd Donovan, Carol Frazey, and Kaylee Galloway

Absent: 3 - Barry Buchanan, Ben Elenbaas, and Kathy Kershner

Announcements

Committee Discussion

1. AB2022-422 Resolution establishing priorities for Whatcom County's 2025 Comprehensive Plan update

Galloway gave background on the Resolution and the decision to schedule this meeting and answered whether she has received input yet from Councilmember Elenbaas.

Councilmembers discussed whether the Comprehensive Plan has to be *finished* by 2025 or *started* by that date and why this Resolution needs to be considered for approval by August 9th since many community partners have not been able to get in their input.

Frazey and Galloway spoke about the request for input and work on this Resolution since April, the timeline of the plan, how this Resolution sets a vision, and the hope that it will empower intergovernmental work with both the tribes and the State Legislature.

Donovan asked if the substitute Resolution (on file as "Substitute Discussion for 8.2.2022) Exhibit A took out language about heat pumps or whether it was just moved.

Galloway stated it was moved (to page six and seven of Exhibit A) and answered why the words, "where feasible" were added.

Byrd asked if they would be open to working on the Resolution in smaller chunks by maybe addressing two items on the Resolution at each meeting.

Frazey stated this Exhibit A is like a buffet and they cannot give direct orders to the Planning and Development Department to do them. It is the vision from a lot of the community of what they would like to see happen. The step that Byrd is speaking about would come after this Resolution is

passed.

Galloway stated she views resolutions as setting a vision and opening the door to continued collaboration with the Administration as they work toward the implementation of that vision. This is shifting the paradigm of Council and saying we want to be pro-active as opposed to being reactive to the Administration's policies or vision. Her hope is that this Resolution is more empowering to Council.

Donovan stated his hope is that she will get something from Councilmember Elenbaas in the next few days. There will still be opportunities to get some more thoughts on this before the 9th. This will be on the agenda on August 9th and can be amended without having to be re-introduced. He thanked Frazey and Galloway for keeping the door open for this long.

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 1:25 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: MIN2022-052

File ID:	MIN2022-052	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/09/2022	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
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Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole Executive Session for August 9, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole Exec Aug 9 2022

Whatcom County
Council Committee of the Whole-Executive Session

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

Committee Minutes - Draft Minutes

Tuesday, August 9, 2022
9:30 AM
Hybrid Meeting

HYBRID MEETING - ADJOURNS BY 10:40 A.M. (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 9:30 a.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

Committee Discussion

Attorney Present: Chris Quinn**.**
Donovan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.140(4)(a) and discussion of agenda item two may take place in executive session pursuant to RCW 42.30.110(1)(b). Executive session will conclude no later than 10:40 a.m. If the meeting extends beyond the stated conclusion time, Council Staff will make a public announcement.

Buchanan moved to go into executive session until no later than 10:40 a.m. to discuss the agenda items pursuant to the RCW citations as announced by the Council Chair. The motion was seconded by Frazey.

The motion carried by the following vote:
Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner
Nay: 0
Temporarily Out of the Meeting: 1 - Byrd

Clerk's note: Byrd joined the meeting right after the roll call.

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)]

This agenda item was DISCUSSED.

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)]

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 10:19 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: MIN2022-053

File ID:	MIN2022-053	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/12/2022	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for August 9, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole Aug 9 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, August 9, 2022
3 PM
Hybrid Meeting

HYBRID MEETING - ADJOURNS BY 5 P.M.; MAY BEGIN EARLY
(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 3:10 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

Special Presentation

1. AB2022-416 Presentation providing updates on re-stabilization of 22 North program

Amanda Burnett, Health Department, introduced the item.

Adrienne Solenberger, Opportunity Council, presented.

The following other people spoke and answered questions:

- Jason McGill, Northwest Youth Services Executive Director
- Rebecca Mertzig, City of Bellingham Police Chief
- Erika Lautenbach, Health Department Director

Solenberger answered questions about their request to Commerce remove restrictions on 16 of their youth set-aside units and whether Northwest Youth Services looks over those units or whether the Opportunity Council looks over all the units, whether the Opportunity Council rules put in place for the building will also be in place for those units and those people, whether the program is working in light of frequent reports from community members in the vicinity of 22 North, what resources are needed if it is not working and when the problems are going to be resolved, what kind of supports 22 North is offering to people, and whether the vetting process is different for the 22 North units than for Opportunity Council's.

McGill spoke about the separate process for screening applicants for Northwest Youth Services and answered whether the criteria is higher barrier now that they are seeing so many issues, and whether putting young people in an apartment by themselves is helpful.

Solenberger answered questions about the five three-day waste or nuisance notices that have been issued for tenants who have engaged in criminal

activity and are in process in Superior Court. She answered what kind of court action that is, what kind of criminal activity would be considered worthy of this notice, whether they could indicate in their report what criminal offences are relevant instead of just saying "criminal activity" so Council has a more transparent view of what is going on, whether there are any nationwide models or examples where this service model is working, and what happened with this situation and where the model fell apart.

McGill answered whether we have examples of youth that have moved from surviving to thriving in our community.

Chief Mertzig answered a question about the perspective of law enforcement on the drug problem in the area and how this community is working to resolve that.

Solenberger answered how much of a change we can expect from what we have now compared to three or four months from now, where tenants go once they are evicted, and what a success will be if we still have the issues that are going on outside the building.

Erika Lautenbach, Health Department Director, stated staff is available if Councilmembers have questions about the Health Department's role in testing for potential environmental health exposure of drugs.

Solenberger answered whether neighbors are OK with piping music outside the building.

Burnett answered what role Whatcom County plays in the 22 North and Northwest Youth Services area there and whether we provide some funding for support.

This agenda item was PRESENTED AND DISCUSSED.

Committee Discussion and Recommendation to Council

1. AB2022-422 Resolution establishing priorities for Whatcom County's 2025 Comprehensive Plan update

Galloway updated the Councilmembers.

Elenbaas asked and Galloway answered whether she received the request (in light of concerns about some Revised Code of Washington (RCWs) and working outside of the Growth Management Act) to replace section seven of Exhibit A with a commitment to work with the County Forest Advisory Committee to develop specific strategies and actions.

Elenbaas asked Galloway to give an example of what the following statement (the fifth item under priority one in Exhibit A) means, what it looks like on the ground, and how equity is addressed in land use policy:

> 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.

He also asked how staff will incorporate these broad statements into the Comprehensive Plan update and asked whether it would it be more appropriate for us to pass the Resolution minus Exhibit A since not all the priorities are everyone's priorities.

Elenbaas moved that they recommend approval of the Resolution minus Exhibit A. The motion was seconded by Kershner.

Councilmembers discussed the motion, and whether Exhibit A would be deleted or retained and just not part of the Resolution, whether the reference to the two State House Bills that are included in the Resolution but that did not pass at the State should be in the Resolution at all, removing the priority about the transition to all-electric new residential construction, and whether Exhibit A is too specific.

The motion failed by the following vote:
Aye: 3 - Kershner, Byrd, and Elenbaas
Nay: 4 - Frazey, Galloway, Buchanan, and Donovan

Buchanan moved to recommend approval of the substitute Resolution. The motion was seconded by Frazey.

Kershner moved to amend the substitute Resolution to remove from Exhibit A the following statement (from section five):

> Support building and energy codes that transition to all-electric new residential construction.

The motion was seconded by Elenbaas and Councilmembers discussed the motion and whether this language is contradictory to the letter the Council sent to the State Building Code Council on residential energy code (see AB2022-335).

Galloway suggested keeping the line in the Exhibit and adding some language from the letter recognizing the challenges rural communities face if that would seem like a reasonable compromise.

Councilmembers discussed her suggestion.

Kershner amended her motion to request that Councilmember Galloway bring forward the language from the letter that we sent to the State Building Code Council a couple months ago that includes acknowledgement that our rural communities cannot necessarily move to all electric.

The motion carried by the following vote:
Aye: 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Galloway
Nay: 0

Buchanan moved to delay the vote on the main motion until tonight until they have the language in front of them. The motion was seconded by Byrd.

Buchanan withdrew his motion to recommend approval.

Kershner asked Galloway where in the rest of the Resolution or Exhibit A there is a reference to the two House Bills ("HB 1099 (2021- Page 2 22) and HB 1117 (2021-22)") that were mentioned in the Whereas statements of the Resolution and why they need to remain in the Resolution if they did not pass in the Legislature.

Satpal Sidhu, County Executive, stated we have a very codified and formal process for the Comprehensive Plan updates that includes working line-by-line through concerns with various groups and bringing that back to the Council, that Exhibit A is to be informed as you meet with people that this will come under scrutiny and discussion, and that we must be informed about the costs and investments to which we are committing.

Councilmembers continued to discuss the Resolution.

Buchanan restated his motion and moved to hold until this evening.

The motion carried by the following vote:
Aye: 4 - Buchanan, Byrd, Donovan, and Elenbaas
Nay: 1 - Frazey
Out of the meeting: 1 - Kershner

Abstain: 1 - Galloway

This agenda item was FORWARDED TO COUNCIL WITHOUT A RECOMMENDATION WITH PROPOSED AMENDMENT(S).

Motion approved to amend Exhibit A and request that Councilmember Galloway bring forward the language from the letter (see AB2022-335) that we sent to the State Building Code Council a couple months ago that includes acknowledgement that our rural communities cannot necessarily move to all electric.

Motion approved to hold (on the main motion) until tonight.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 4:43 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: MIN2022-054

File ID:	MIN2022-054	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/24/2022	**Entered by:**	KFelbing@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Minutes Consent		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Regular County Council for August 9, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Council Aug 9 2022

Whatcom County Council

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

Minutes - Draft Minutes

Tuesday, August 9, 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 8.8.2022

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

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Todd Donovan called the meeting to order at 6 p.m. in a hybrid meeting.

ROLL CALL

Present: 7 - Ben Elenbaas, Carol Frazey, Kaylee Galloway, Kathy Kershner, Barry Buchanan, Tyler Byrd, and Todd Donovan

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, reported on the following:

- A Whatcom County project to replace the Lummi Island ferry has been approved for a $10 million grant from the County Road Administration Board. This recommendation goes to the Legislature for the 2023 session for fund allocations in the next biennium budget.
- The Whatcom County grant application for the federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant of $25 million has been approved.
- A letter sent to the Council and the Executive by all the seven Whatcom County city mayors asking for immediate action and financial commitment from the County Council to start work on a public safety facility replacement project and pledging financial and other resources

MINUTES CONSENT

Buchanan moved to accept the minutes consent items. The motion was seconded by Byrd (see votes on individual items below).

1. MIN2022-047 Special Council for July 19, 2022

Buchanan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

2. MIN2022-048 Committee of the Whole for July 26, 2022

Buchanan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

3. MIN2022-049 Regular County Council for July 26, 2022

Buchanan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

4. MIN2022-050 Joint Health Board and PHAB for Aug 2, 2022

Buchanan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

PUBLIC HEARINGS

Council staff played a short instructional video about how to speak at the meeting.

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

Andrew Hester, Public Works Department, briefed the Councilmembers and stated he was available for questions.

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Byrd moved and Buchanan seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

Enactment No: ORD 2022-056

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

Dana Brown-Davis, Clerk of the Council, answered if there needs to be two separate public hearings for this and the next item since one is a version of the Ordinance that is interim and one is a version of the Ordinance that is permanent.

The following people presented:

- RoseMary LaClair, Nooksack Chairwoman
- Ned Currence, Nooksack Tribe
- GI James, Lummi Nation Council

They answered what is considered an encounter, whether they do any counts on the number of salmon at the mouth of the river and at different intervals up the river so they can see how far the fish are making it on average, whether there is any data at all then that shows how far up fish are making it and what percentage, what the primary concern is with floaters on the river, and whether this Resolution would fix the problem.

Treva Coe, Nooksack Tribe Natural & Cultural Resources Department, spoke about concerns about recreation on the river and the trampling of reds.

James and Currence answered when reds hatch in the South Fork, whether 2,500 fish died during or before the flood in November of 2021, whether there was an increase of salmon while a lot of tubing was still occurring, whether an Ordinance in 2005 (AB2005-173A or Ord 2005-089) only closed tubing up to Acme bridge, whether it is more the condition and temperature of the river than tubers that affect the salmon, and whether there are some other solutions that could be looked at to lower the temperature of the water or maybe make some deeper pools.

John Thompson, Public Works Department, spoke about the reason for the closure area in the 2005 Ordinance.

LaClair spoke about whether there is something they could do to lower the

temperature of the river rather than banning tubing.

Elenbaas spoke about what other factors might be involved in the decline of salmon, what we need to do to get back to the harvest levels of 1985, and working together to determine what measures are effective.

Donovan opened the Public Hearing and the following people spoke:

- Lance Hanson
- Markis Dee
- Jeff Margolis
- Jessica Mucha
- Rob Merhaut
- Valerie Lloyd
- Cliff Langley
- Jim Sutterfield
- Misty Flowers
- Paul Shuey
- Hannah
- Dennis Rensink
- Natalie Chavez
- Name not stated
- Lyle Sorenson
- Name not heard
- Karla Rae
- Alexander Harris
- Wendy Harris
- Atul Deshmane
- Alexandra Williams
- Virginia Naef
- Fran
- Ian Smith
- Sara Rose
- Enoch Mann

Hearing no one else, Donovan closed the Public Hearing.

Galloway moved and Donovan seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Councilmembers spoke about the Ordinance and the motion, keeping recreation opportunities for people and also doing everything they can to protect salmon, whether they should put up educational signage in key areas, whether education is better than a ban, a concern that there is no way to really enforce a ban, and getting more information on what netting the river entails.

Galloway's motion that the Ordinance Requiring a Public Hearing be adopted FAILED by the following vote:

Aye: 3 - Galloway, Buchanan, and Donovan

Nay: 4 - Elenbaas, Frazey, Kershner, and Byrd

Absent: 0

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

Karen Frakes, Prosecuting Attorney's Office, stated given what happened on the temporary Ordinance it is pretty clear what would happen on the permanent Ordinance and suggested they bring forward a motion to withdraw the Ordinance so that would negate the need to have a second public hearing.

Byrd moved and Kershner seconded that the Ordinance Requiring a Public Hearing be WITHDRAWN. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

OPEN SESSION

Clerk's note: Councilmembers took a short break.

The following people spoke:

- Fallon
- Misty Flowers
- Cliff Langley
- Mary Kay Robinson
- Susan David
- Allison Trimble
- Markis Dee
- John Marshall
- Name not stated

- GI James
- Nancy Bergman
- Ben Brown
- Lyle Sorenson
- Richard Tran
- Barbara Powers
- Nick Leader
- Patrick Alesse
- Adam Bellingar
- Robert Bystrom
- Natalie Chavez
- Dee (last name inaudible)
- Pamela Carron
- Patty (Ashley Wines' mother)
- Name not stated
- Perry Eskridge
- Karla Rae
- Wendy Harris
- Sara Rose
- Fran

Hearing no one else, Donovan closed the Open Session.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Byrd reported for the Finance and Administrative Services Committee and ***moved*** to approve Consent Agenda items one through four and six through twelve. He stated that Consent Agenda item number five (AB2022-424) would be considered separately (see item below under the Consent Agenda). Councilmembers voted on the Consent items (see votes on individual items below).

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Agreement be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and moved that the SUBSTITUTE Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

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

This item was considered separately. See below under the Consent Agenda.

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

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

Byrd 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 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 0

Consent Agenda Item Considered Separately

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

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Contract be AUTHORIZED.

Councilmembers discussed the motion.

Byrd's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 4 - Frazey, Galloway, Buchanan, and Donovan

Nay: 3 - Elenbaas, Kershner, and Byrd

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

Enactment No: ORD 2022-057

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)

Byrd reported for the Finance and Administrative Services Committee and

moved that the Contract (FCZDBS) be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

Enactment No: RES 2022-035

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Contract be AUTHORIZED.

Councilmembers discussed the motion and the presentation given in committee today.

Byrd's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 4 - Frazey, Galloway, Buchanan, and Donovan

Nay: 3 - Elenbaas, Kershner, and Byrd

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Interlocal be AUTHORIZED.

Tyler Schroeder, Director of Administrative Services, answered what the balance of the Economic Development Investment (EDI) fund will be with the $2 million taken out.

Byrd's motion that the Interlocal be AUTHORIZED carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

(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

Kershner reported for the Public Works and Health Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

Enactment No: ORD 2022-058

(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

Elenbaas moved the following:

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 Whatcom County Code (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.

The motion was seconded by Byrd.

Analiese Burns, City of Bellingham Habitat and Restoration Manager, and Cliff Strong, Planning and Development Services Department, answered whether the City is primarily bearing the cost on this, how the public comment period worked and what the comments were, how people knew there was a public comment period, whether there will be further opportunity for public comment when the major project permit process starts, the major project permit process itself, whether this is a binding vote, and whether the City can hold them liable in the future in a court of law if they do not vote the same way next time.

Karen Frakes, Prosecuting Attorney's Office, stated she did not want to offer a legal opinion at this time but could look into it for the Council.

The motion carried by the following vote:
Aye: 7 - Galloway, Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey
Nay: 0

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

(From Council Committee of the Whole)

9. AB2022-422 Resolution establishing priorities for Whatcom County's 2025 Comprehensive Plan update

Donovan reported for the Committee of the Whole and stated another substitute (version 7) was emailed to the Councilmembers.

Galloway spoke about the changes in the substitute.

Elenbaas moved to approve the Resolution without Exhibit A. The motion was seconded by Kershner.

Councilmembers discussed the motion.

Karen Frakes, Prosecuting Attorney's Office, answered whether the statement in the Resolution that says, "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" makes it clear enough that Exhibit A is not binding.

The motion failed by the following vote:
Aye: 3 - Byrd, Elenbaas, and Kershner
Nay: 4 - Buchanan, Donovan, Frazey, and Galloway

Buchanan moved and Frazey seconded that the SUBSTITUTE Resolution be APPROVED. The motion carried by the following vote:

Aye: 5 - Frazey, Galloway, Kershner, Buchanan, and Donovan

Nay: 2 - Elenbaas, and Byrd

Absent: 0

Enactment No: RES 2022-036

CONFIRMATION OF EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2022-437 Request confirmation of the County Executive's appointment of Dennis Holloran to the Whatcom County Appeals Board

Byrd moved and Frazey seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

ITEMS ADDED BY REVISION

Introduction item AB2022-443 was added by revision. See below.

INTRODUCTION ITEMS

Buchanan moved to introduce items one through five (item five was added by agenda revision). The motion was seconded by Frazey (see votes on individual items below).

1. AB2022-435 Ordinance amending the 2022 Whatcom County Budget, request no. 12, in the amount of $4,068,703

Buchanan moved and Frazey seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

2. AB2022-451 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

Buchanan moved and Frazey seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

3. AB2022-431 Resolution vacating an unnamed alley within the Plat of Lummi Park on Lummi Island

Buchanan moved and Frazey seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

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)

Buchanan moved and Frazey seconded that the Resolution (FCZDBS) be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

5. AB2022-443 Resolution authorizing the sale of personal property, pursuant to WCC 1.10

Buchanan moved and Frazey seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports.

Elenbaas spoke about open session comments and requested that the Council accept the offer to get together with the Lummi Nation to talk about the river, salmon, and agriculture.

Councilmembers gave other updates and discussed the issues going on at 22 North and Galloway stated she would support an opportunity to do a work session in September to work on solutions.

Satpal Sidhu, County Executive, spoke about a recent meeting on the issue. He stated we are not giving Northwest Youth Services a pass but giving them a pathway. We have to find a solution.

ADJOURN

The meeting adjourned at 10:55 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: AB2022-431

File ID:	AB2022-431	**Version:**	1	**Status:**	Introduced for Public Hearing
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:	09/13/2022			**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:
08/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Resolution, Road Vacation Petition, Market Analysis, Engineer's Report, Aerial, Fact Sheet, Substitute Resolution - tracked changes, Substitute Resolution

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
DIRECTOR

CIVIC CENTER
322 N. Commercial Street, Suite 210
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Telephone: (360) 778-6200
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www.whatcomcounty.us

MEMORANDUM

To: The Honorable County Executive Satpal Singh Sidhu and Honorable Members of the County Council

Through: Jon Hutchings, Director

From: Andrew Hester, Real Estate Coordinator

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: Patrick Timothy McEvoy and Marcia L. McEvoy **et.al.**	)	**(RCW 58.17 AND 36.87)**

Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972,* the undersigned and those signing attached petition, which bears signatures and property descriptions of five land owners residing in the vicinity of said road, request vacation of the county road hereinafter described, and agree with the statements below:

* (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); [redacted]

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 [redacted] PID 41150 380133375007000O

Marked as Property "A" 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)

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 McEvoys' 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 McEvoys 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 30-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	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, 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 [signature]	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.

Page 2c.2

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):

The 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	John C. Ennen and	370104-367555 (PID 13795)
X Sharon Ennen	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 [signature]	David M. Cummins and	380133-395046 (PID 41160)
x [signature]	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 Robert I Morse	Robert I. Morse and	380133-258092 (PID 41102)
x Jeanette Morse	Jeanette Morse	
x Mary C Little	Mary C. Little and	
x Erik R Little	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.

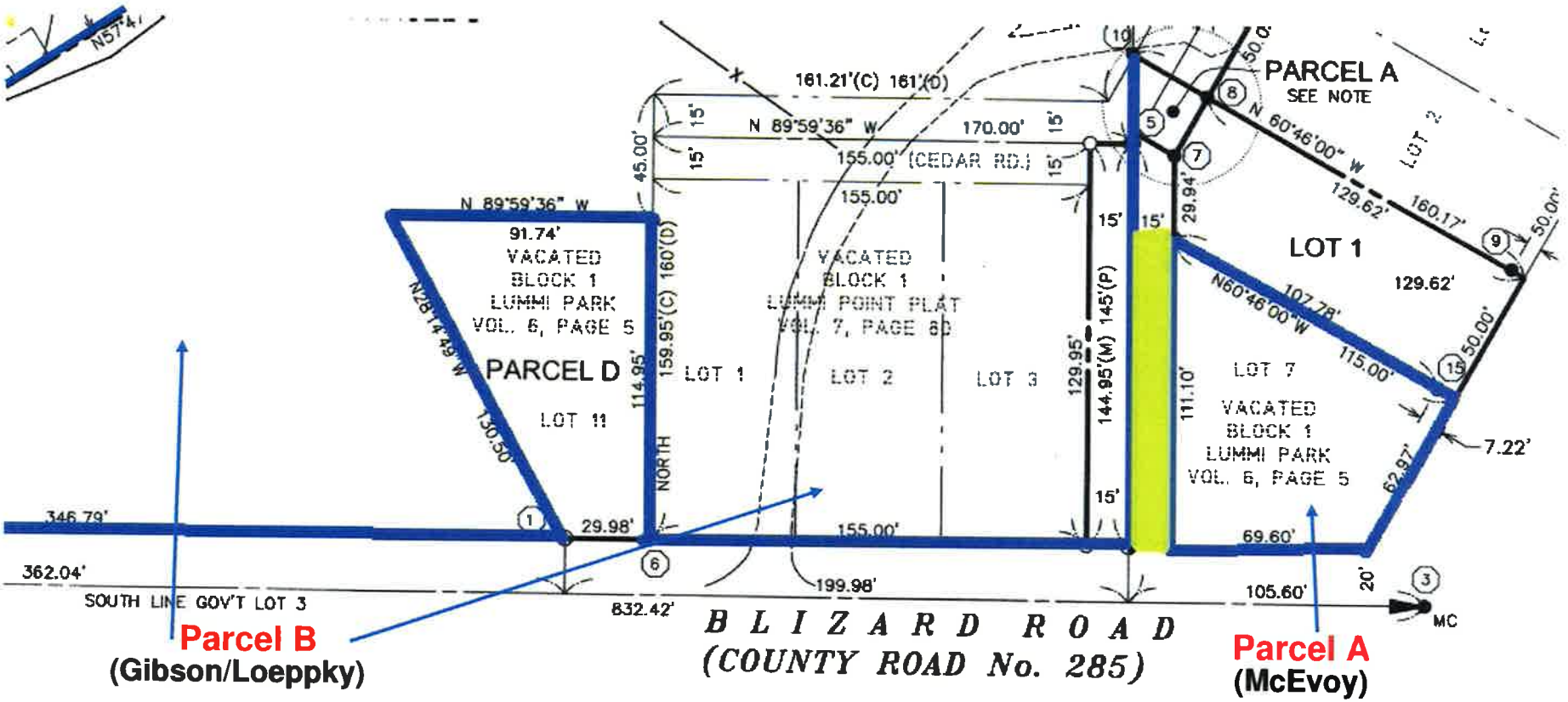
A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

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



Abutting Properties: ——————

Right-of-Way to be Vacated: ▭

EXHIBIT A-2

Map of Vicinity and Supporting Property Owners

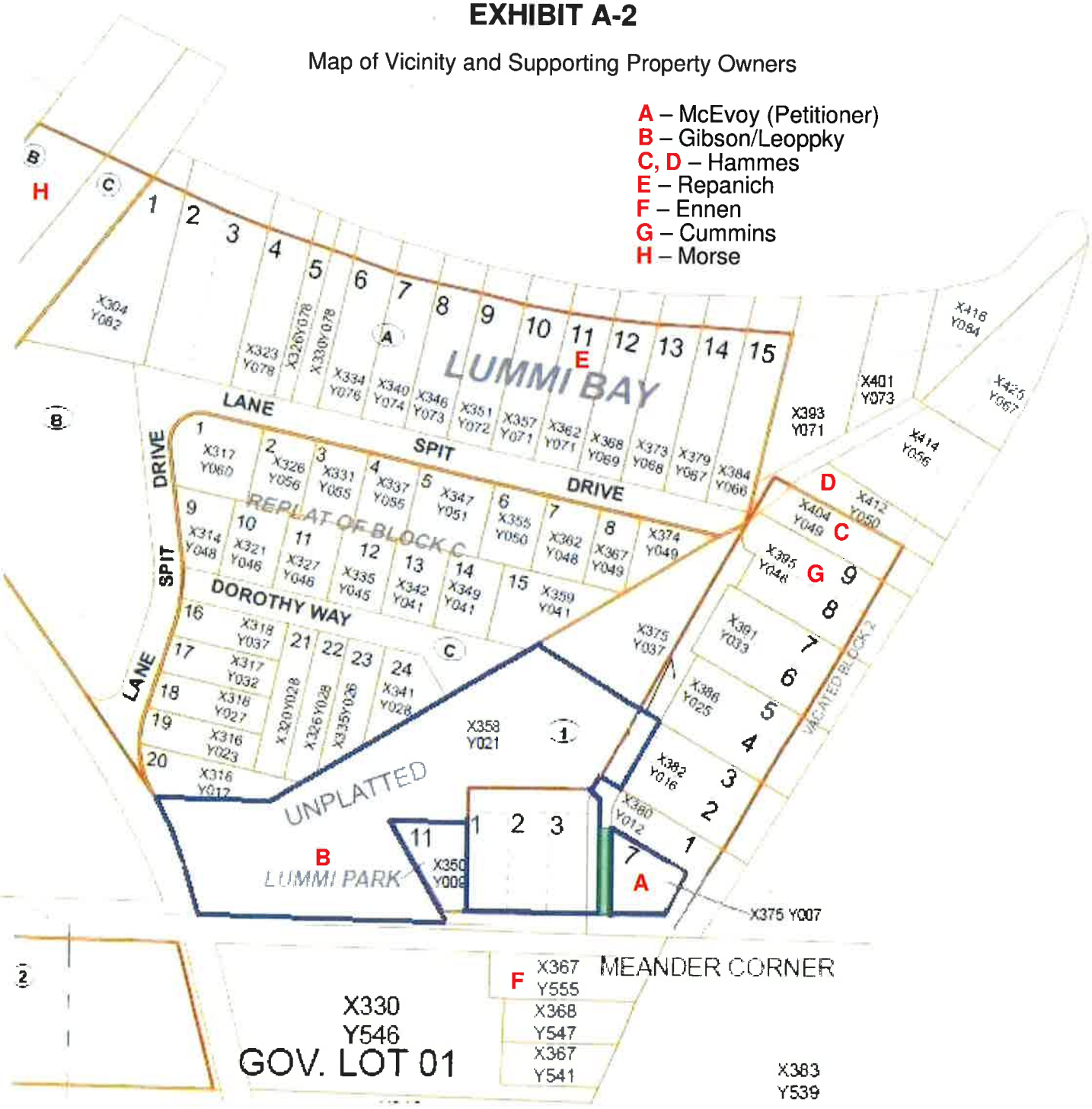


EXHIBIT B

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 SAD 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 I 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 THEVACATED 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

EXHIBIT C

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)

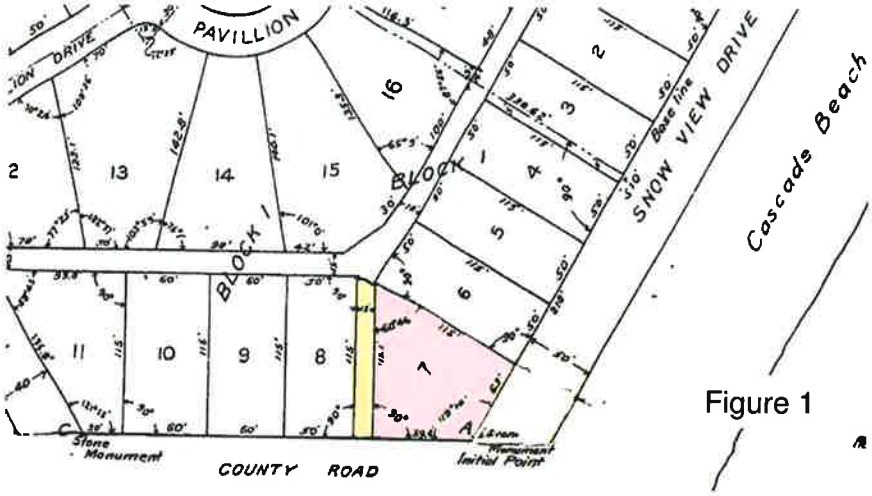


Figure 1

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.

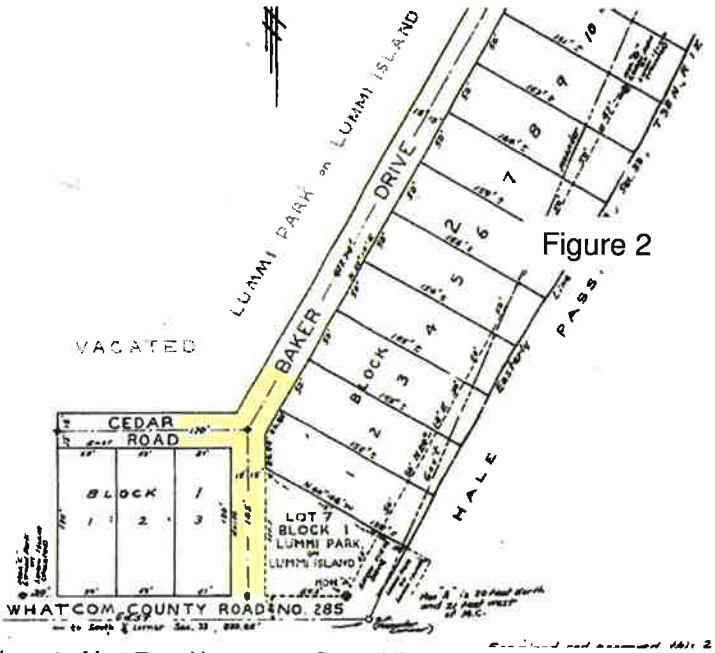


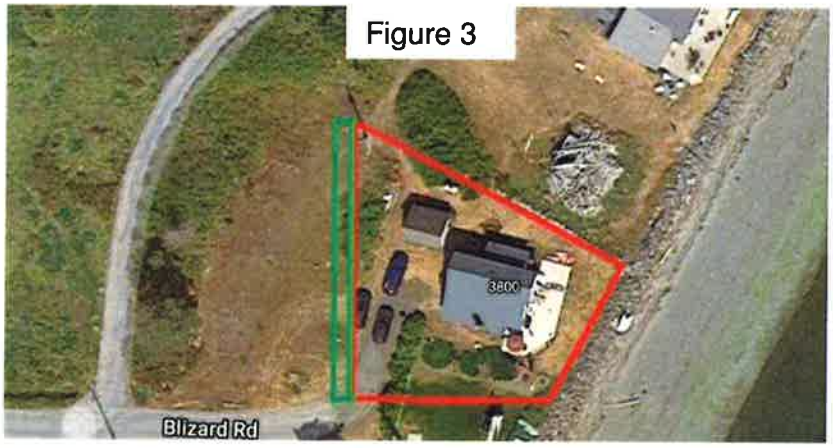
Figure 2

[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 Blizard Road and which is located considerably east of the dedicated 15-foot alleyway, as shown by aerial photos of the vicinity (see Figure 3).

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 Northeasterly 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, Pavillion 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 } S.S.
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 COMMISSION EXPIRES NOTARY PUBLIC NOV. 19, 1910 STATE OF WASHINGTON

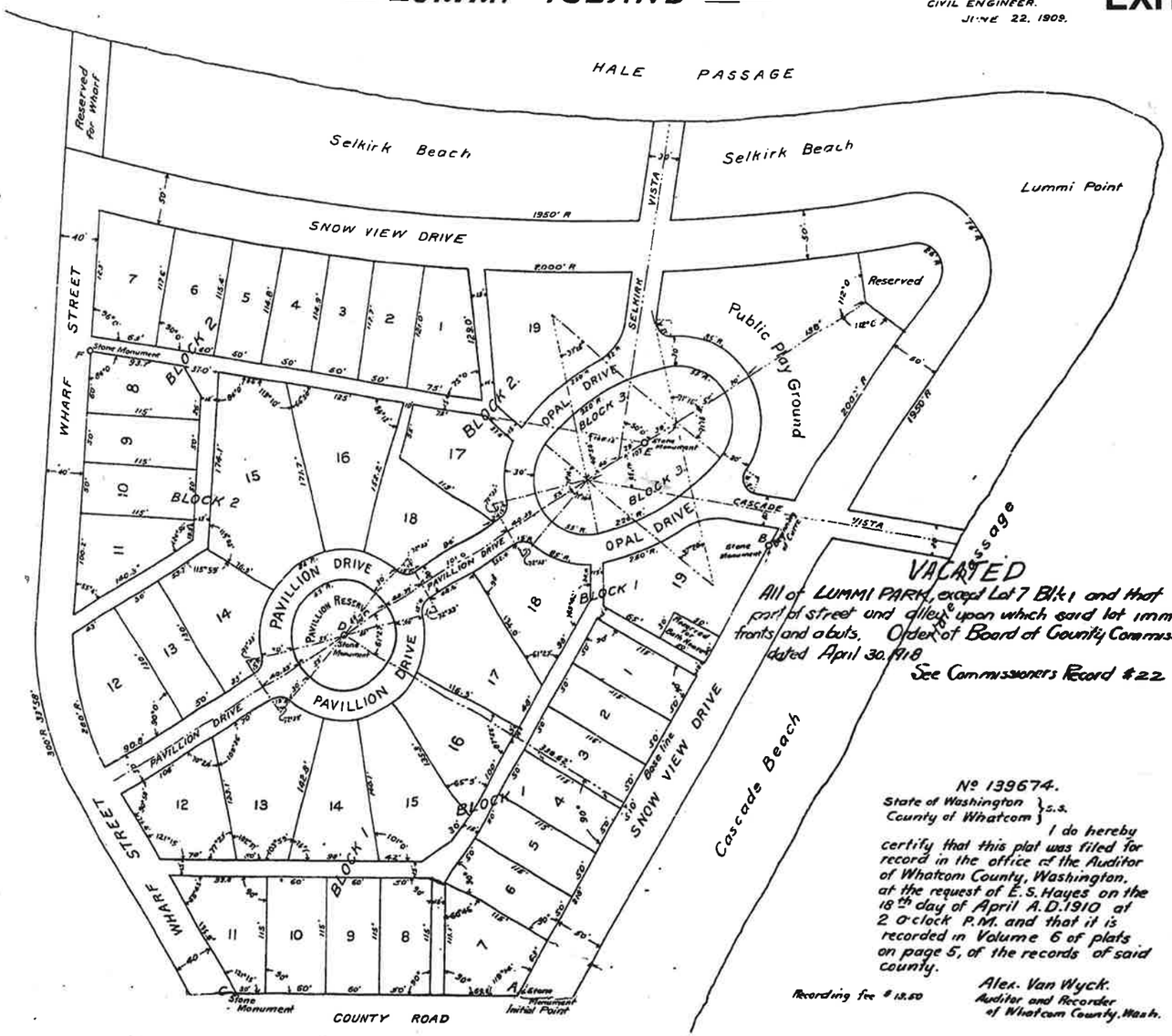
W. A. Eckardt
Notary Public in and for the State of Washington, residing at Bellingham, Wash.

TREASURER WHATCOM COUNTY OFFICIAL SEAL WASHINGTON

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.



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.

Recording fee $ 13.50

Alex. Van Wyck.
Auditor and Recorder of Whatcom County, Wash.

Approved April 18th A.D.1910.

Thos R. Kinsey
Chairman
Board of County Commissioners of Whatcom County, Wash.

BOARD OF COUNTY COMMISSIONERS OF WHATCOM COUNTY STATE OF WASHINGTON

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 21st 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 Commis-"
"ioners of Whatcom County "
" State of Washington "
" " " " " " " " " " " " " "

J B McMillan
Chairman of the Board
Henry Slater
County Commissioner
Henry Shagren
County Commissioner

Attest: J A Miller
County Auditor and Clerk
of the Board.

----------ooo----------

IN THE MATTER OF THE VACATION OF A PORTION OF THE PLAT OF LUMMI PARK, ON LUMMI ISLAND, WHATCOM COUNTY, WASHINGTON } ORDER VACATING A PORTION OF PLAT OF LUMMI 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 E. 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 M. Dunn and Zema Dunn, his wife, and Lummi Bay Packing Company, a corporation, was on the 25th day of March,

EXHIBIT D-2

1918, filed with the clerk of this board for the vacation of all of the plat of Lummi Park, on Lummi Island, in Whatcom County, Washington, except Lot 7 in Block 1, and that portion of the street and alley upon which said lot immediately fronts and abuts.

AND the board and the clerk thereof having fixed the time for the hearing of said petition for the 30th day of April, 1918, at 10 o'clock in the forenoon of said day, and said clerk having issued notice of such hearing under his hand and the seal of said County, as by law in such case made and provided; and it further appearing that said notice was personally served by the sheriff of said Whatcom County on the 26th day of March, 1918, upon Mamie D. Engberg and Henry C. Engberg, her husband, owners of said Lot 7 Block 1 and that copies of such notice were duly posted in three of the most public places on the land embraced within said plat on the 27th day of March, 1918, and that return and affidavit of such service and posting of notice has been heretofore filed with the clerk of this board.

Now no persons appearing and objecting to the said petition for vacation and the board being fully advised in the premises and being satisfied that justice and the public welfare will be subserved by granting the prayer of petitioners;

IT IS THEREFORE ORDERED that all of the plat of Lummi Park, on Lummi Island, in Whatcom County, Washington, together with all streets, alleys, drives, vistas, beach, bath house reserve, play ground and common included in said plat, except Lot 7 Block 1, and that portion of the street and alley upon which said lot immediately fronts and abuts, be and the same is hereby vacated, that portion of the plat so vacated being included within the following boundaries:

Beginning at a point where the line between lots 6 and 7, block 1, produced Southeasterly, intersects the line of ordinary low tide; running thence on a straight line Northwesterly along said line produced, and along the line between said lots 6 and 7 to the point where said line intersects the street or alley, as shown upon said plat; running thence on a straight line Northwesterly across the fifteen foot street or alley to the Northeast corner of Lot 8 in said block 1; running thence South along the Easterly boundary line of said lot 8, a distance of 115 feet to the Southeast corner of said lot; running thence Westerly on a straight line along the South boundary line of lots 8, 9, 10 and 11 of said block 1, and along said line produced Westerly to the point where the same intersects the Westerly side of Wharf Street; running thence first Northwesterly and then Northerly along the Westerly side of said Wharf Street to a point where said Westerly line of Wharf Street, produced, intersects the line of ordinary low tide; running thence Easterly along the line of ordinary low tide to the Eastern most point of Lummi Point; running thence Southwesterly along the line of ordinary low tide to the place of beginning.

That there is attached hereto and filed herewith a plat, drafted upon a copy of the existing plat of said Lummi Park, showing that portion of said plat thus vacated, marked Exhibit "A".

That the clerk of this board is hereby authorized and directed to note upon the record of said plat at page 5 in volume 6 of plats reference to this order and action of this board.

Done in regular session this 30th day of April, 1918.

" " " " " " " " " " " " " "
"Board of County Commis- "
"ioners of Whatcom County "
" State of Washington "
" " " " " " " " " " " " " "

J B McMillan
Chairman Board of County Commissioners, Whatcom County, Washington.
Henry Slater
Commissioner
Henry Shagren
Commissioner

Attest: J A Miller
County Auditor and Ex-Officio
Clerk of the Board of County
Commissioners.

----------oOo----------

√ S.Dts 58 & 66 consolidated forming S D #515. Election held Apr 27, 1918.

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, owners 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 therein.

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 and has caused its corporate seal to be hereunto affixed this 28 day of May A.D., 1946.

Attest: [signature] Asst. Cashier [signature] President

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.

Palmer Lemerce
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 an correct.

Fred W. McElmore
Registered Professional Engineer
State of Washington

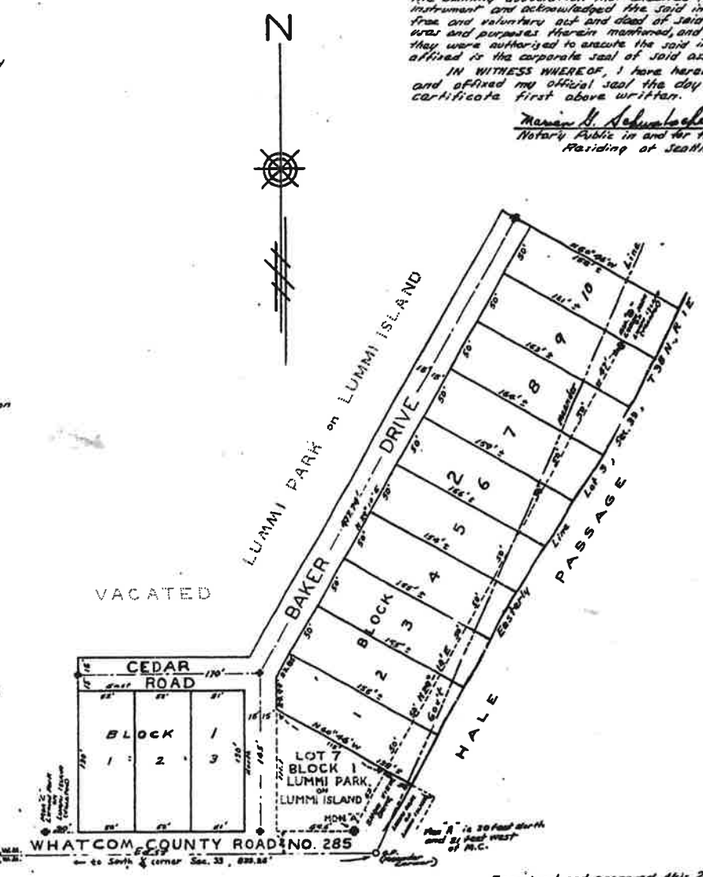
STATE OF WASHINGTON } S.S.
COUNTY OF WHATCOM }

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 11 A.M. and that it is recorded in Volume 17 of Plats, on [illegible] of the records of said County.

Pliny T. 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 vacation of entire plat see Commissioners record Vol 36 Page 253

Examined and approved this 29th day of May A.D., 1946.

[signature]
County Engineer

Examined and approved this 29 day of May A.D., 1946, by the Whatcom County Planning Commission

Geo Koppendahl

Approved by order of the Board of County Commissioners of Whatcom County, Washington, this 7th day of June A.D., 1946.

By Pliny T. 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	4.65	
Edith R. Legoe	28.10	
Margaret Maloy	3.65	
Katheryn 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	
Baker's Grocery	34.40	
Beach Grocery	32.00	
L. D. Bulman	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 Harshman	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 (ORDER VACATING COUNTY PLAT
Lummi Point 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)

CLAUDE MANLEY

GERRIT VELEKE

CHARLES E. KING

Board of County Commissioners of Whatcom County, Washington

Attest: WILL D. PRATT
County Auditor

By L. COZIER
Deputy

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)

CLAUDE MANLEY

GERRIT VELEKE

CHARLES E. KING

Board of County Commissioners of whatcom county, washington

Attest: WILL D. PRATT
County Auditor

By L. COZIER
Deputy

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

Whatcom County, WA
Total:$117.00 Pgs=19
EASE
Request of: WHATCOM LAND TITLE

2019-0400018
04/01/2019 10:35 AM

00161127201904000180190197

EXHIBIT F

After recording, please return to:
Langabeer & Traxler, P.S.
2701 Meridian Street
Bellingham, WA 98225

STEVEN N. OLIVER
EXEMPT
PAID
AMT. $
DATE
REAL ESTATE EXCISE TAX
TREASURER OF WHATCOM COUNTY, WASHINGTON
IF 4-1-19

W-154226
19 pgs

EASEMENT AGREEMENT

Grantor: LIBBA'S LEGACY, L.L.C.

Grantees: DAVID M. CUMMINS and SHARI A. CUMMINS
JANE DIEVENEY-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.
Situate 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 DIEVENEY-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 DIEVENEY-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 DIEVENEY-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.

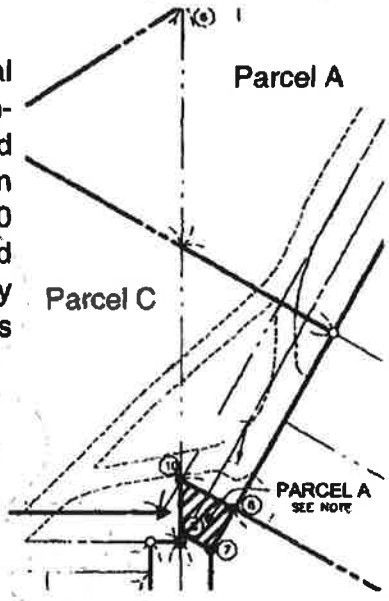
D. Notwithstanding the vacation of the Plat, the parcels comprised of Lots 2 through 9 were conveyed with reference to the lines in the Plat.

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 DIEVENEY-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 DIEVENEY-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 benefiting 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:

LIBBA'S LEGACY, L.L.C.
By: James S. Gibson, Manager

Grantees/Members of Grantor LLC:

DAVID M. CUMMINS

SHARI A. CUMMINS

JANE DIEVENEY-HINKLE

Grantees/Members Continued:

AARON D. HAKEMAN

SUSAN M. HAKEMAN

JAMES S. GIBSON

JEAN E. GIBSON

DAVID LOEPPKY

SHARON LOEPPKY

STATE OF WASHINGTON)
) ss.
County of Whatcom)

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 59586 COMMISSION EXPIRES 2-19-23 STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
) ss.
County of Whatcom)

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 59586 COMMISSION EXPIRES 2-19-23 STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
) ss.
County of Whatcom)

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 59586 COMMISSION EXPIRES 2-19-23 STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this day personally appeared before me JANE DIEVENEY-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.

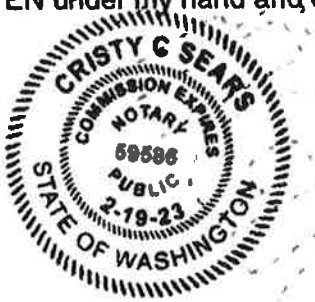
CRISTY C SEARS NOTARY PUBLIC 59586 COMMISSION EXPIRES 2-19-23 STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
) ss.
County of Whatcom)

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.



NOTARY PUBLIC in and for the State of Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
) ss.
County of Whatcom)

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.



NOTARY PUBLIC in and for the State of Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
) ss.
County of Whatcom)

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.



NOTARY PUBLIC in and for the State of Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
) ss.
County of Whatcom)

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.



NOTARY PUBLIC in and for the State of Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
) ss.
County of Whatcom)

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.



NOTARY PUBLIC in and for the State of Washington, Residing at Bellingham
My commission expires 02/19/2023

STATE OF WASHINGTON)
) ss.
County of Whatcom)

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.



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. 872906.

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, 8.46 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 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, 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

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 VCATED 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

"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 3801333820160000/41151

"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 SAD 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 I 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

2018 - 0102095

EXHIBIT G

RECORD OF SURVEY

MONUMENTATION TABLE:

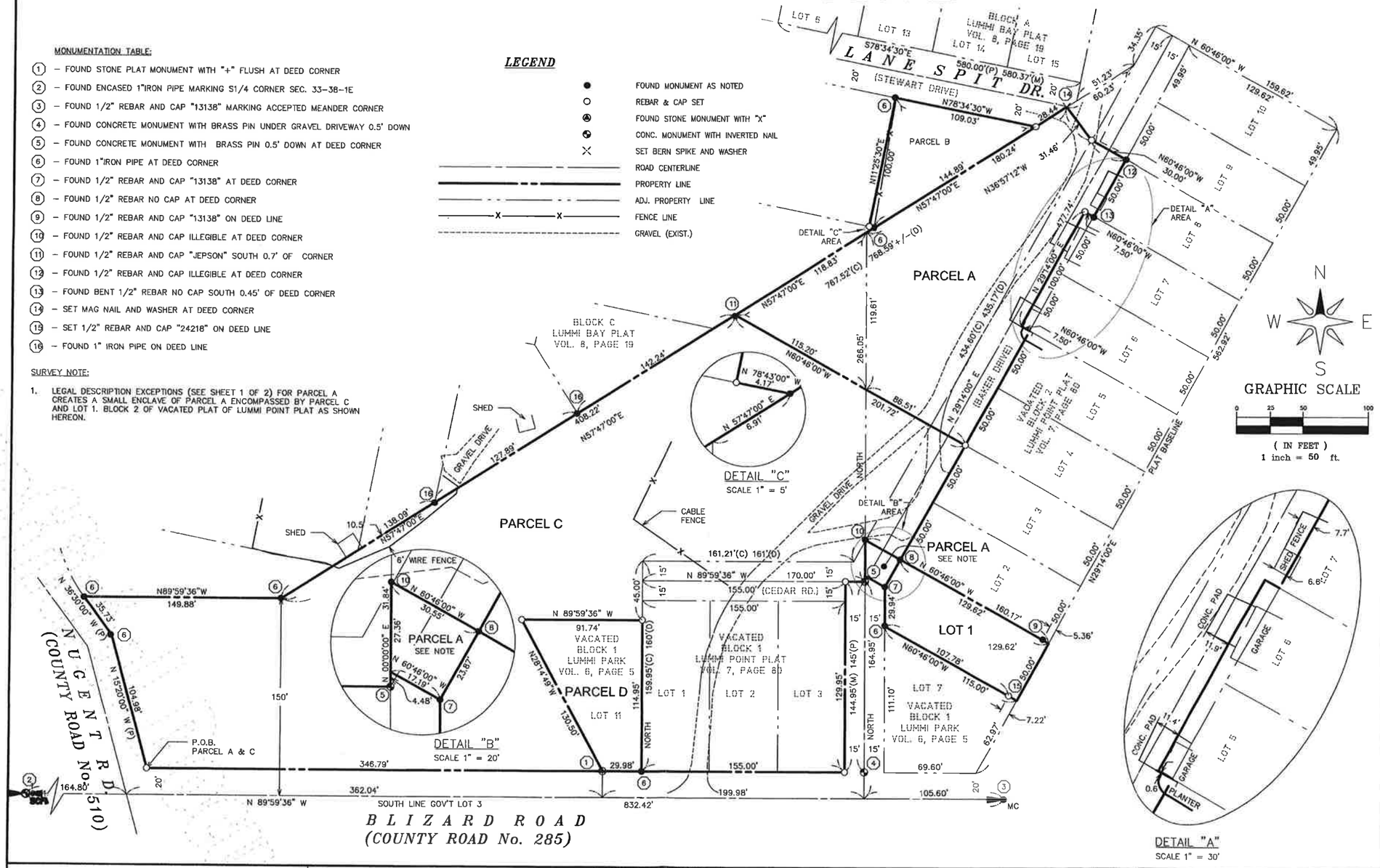
(1) – FOUND STONE PLAT MONUMENT WITH "+" FLUSH AT DEED CORNER
(2) – FOUND ENCASED 1"IRON PIPE MARKING S1/4 CORNER SEC. 33-38-1E
(3) – FOUND 1/2" REBAR AND CAP "13138" MARKING ACCEPTED MEANDER CORNER
(4) – FOUND CONCRETE MONUMENT WITH BRASS PIN UNDER GRAVEL DRIVEWAY 0.5' DOWN
(5) – FOUND CONCRETE MONUMENT 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

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.

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
- FENCE LINE
- GRAVEL (EXIST.)



B L I Z A R D R O A D
(COUNTY ROAD No. 285)

AUDITOR'S CERTIFICATE

Filed for record this 19th 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 Adelstein by Hatchett
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 Loeppky and Jim Gibson in JAN 2018

01/18/2018
Certificate No.: 24218

KYLE T. HAGGITH STATE OF WASHINGTON 24218 REGISTERED PROFESSIONAL LAND SURVEYOR 1/18/18



LAND DEVELOPMENT ENGINEERING & SURVEYING INC.
5160 INDUSTRIAL PL. #108
FERNDALE, WA 98248
Ph (360) 383-0620

RECORD OF SURVEY FOR:
David Loepkky & 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:	DATE:	JOB#:
SL/NC	01/08/2018	1777
CHECKED BY:	SCALE:	SHEET:
KTH	1" = 50'	2 OF 2

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Phone: (360) 778-6200
FAX: (360) 778-6201

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".

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Phone: (360) 778-6200
FAX: (360) 778-6201

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: _____ Date: 7-26-22
Andrew Hester, Real Estate Coordinator
Whatcom County Public Works

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

Said road should be vacated.

Compensation amount (12.20.050 B)
1,680 sq. ft. +- @ 50% of $2.50/sq. ft. =$2,100

NOT IN FAVOR ____

Said road should not be vacated.
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.

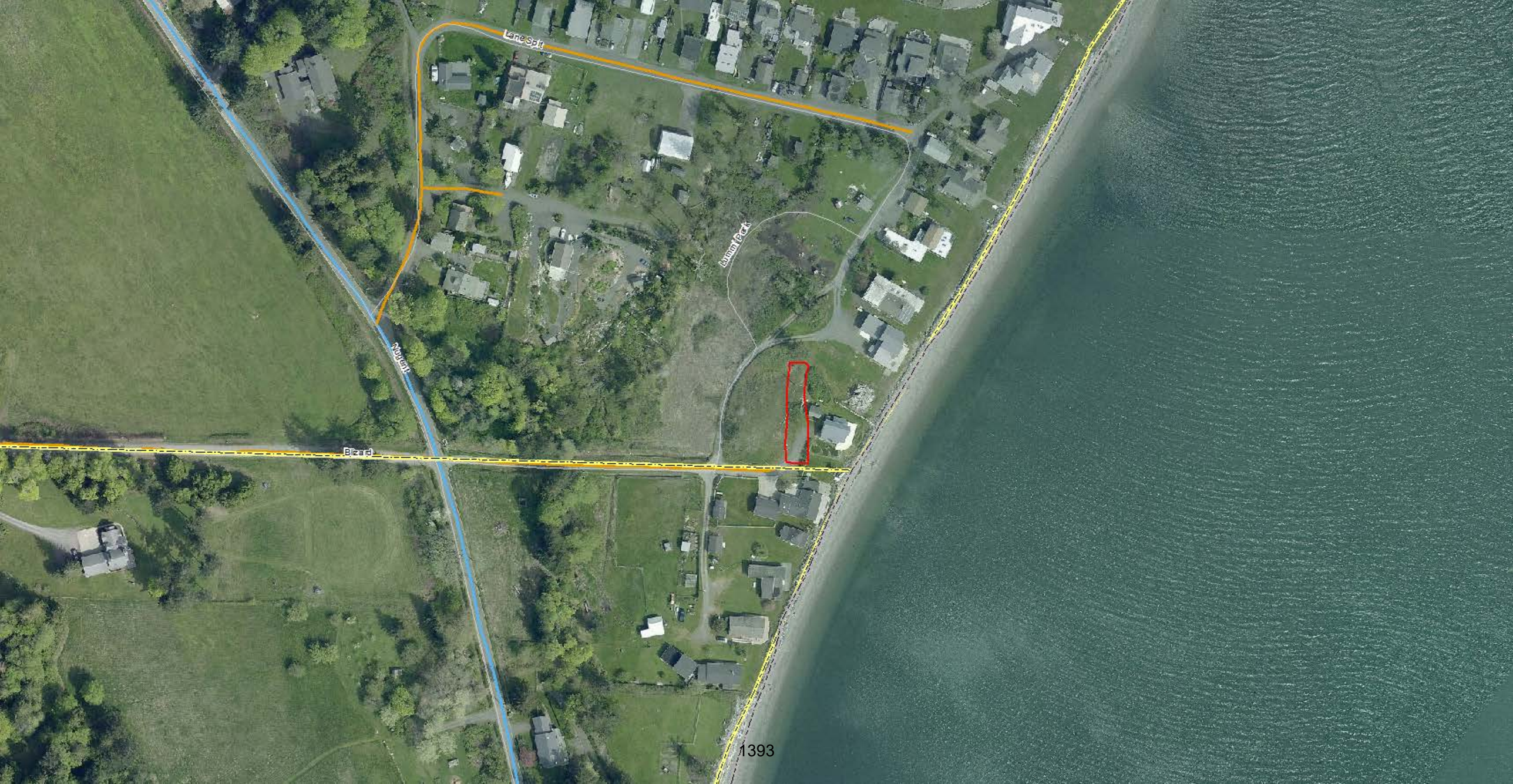
The public will be benefited by this vacation. yes X **no** _____

James P. Karcher

James P. Karcher, P.E.
Whatcom County Engineer

7.26.2022

Date


Lane Spit
Lumm Pack
Nugent
Bizard

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

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, including Puget Sound Energy, 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)

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, including Puget Sound Energy, 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)

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-443

File ID:	AB2022-443	**Version:**	1	**Status:**	Introduced for Public Hearing
File Created:	07/28/2022	**Entered by:**	SWinger@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Resolution Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Resolution authorizing the sale of personal property, pursuant to WCC 1.10

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
08/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Resolution, Exhibit A

PROPOSED BY: Finance

DATE INTRODUCED: 08/09/2022

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE OF WHATCOM COUNTY SURPLUS PERSONAL PROPERTY

PURSUANT TO WCC 1.10

WHEREAS, a public hearing was held on _____, 2022 to discuss the sale of Whatcom County personal property; and

WHEREAS, it was determined to be in the best interest of Whatcom County to sell the property listed in Exhibit "A" and such property shall be sold at public auction or by sealed bid after September 2022, subsequent to compliance with notice requirements of WCC 1.10.200; and

NOW, THEREFORE, BE IT RESOLVED that the property listed in Exhibit "A" be sold at public auction or by sealed bid after September 2022 pursuant to the notice requirements of WCC 1.10.200.

BE IT FURTHER RESOLVED that where there is no bid within the advertised terms the County may withdraw the property from the sale, or if the County deems such action to be in the public interest, reject any or all bids either written or oral, and thereafter negotiate the sale of the property providing the negotiated price is higher than the highest bid at the public sale and that the public has notice by advertisement, under WCC 1.10.200, and an opportunity to compete through mailed bids, for the purchase by offer of a more favorable price.

APPROVED this ____ day of _____, 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

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

MAINTENANCE & OPERATIONS DIVISION
901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 778-6400
Fax (360) 778-6401

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	1GNDT13S452352786	95,370	Replaced with 082
067	2002	Toyota	Prius; Hybrid	HLTH	JT2BK12U920054224	94,345	Replaced with 079
107	2002	Chevy	Van; Astro	M&O	1GNDM19X22B130730	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	1XKDPBEXXPS587325	252,218	Replaced with 253
216	1988	International	Dump Truck; 4x2; 1954	M&O	1HTLDTVN0KH625884	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	WNZ25836E898	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	1ZEAAMPK26A003045	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: AB2022-481

File ID:	AB2022-481	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/29/2022	**Entered by:**	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	**File Type:**	Executive Appointment		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointments of Adam Morrow, Tyler Buys and Gregory Burg to the Development Standards Technical Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff memo, Morrow Application, Burg Application, Buys Application

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

RECEIVED
AUG 26 2022
WHATCOM COUNTY
EXECUTIVE'S OFFICE

ENGINEERING SERVICES
JAMES P. KARCHER, P.E.
County Engineer
5280 Northwest Drive
Bellingham, WA 98226
Phone: (360) 778-6200
Fax: (360) 778-6221

TO: The Honorable Satpal Singh Sidhu, County Executive

THROUGH: Jon Hutchings, Director

FROM: Douglas Ranney, P.E., Public Works Engineering Services (PWES) Manager
Lee Carter, Senior Planner

RE: Development Standards Technical Advisory Committee (TAC) member appointment recommendations

DATE: August 24, 2022

Suzanne
JLS appoint Satpal

There are currently five vacancies on the Whatcom County Development Standards Technical Advisory Committee (TAC). Vacant positions include: two licensed practicing civil engineers and three open positions to include civil engineers, land use surveyors, or others with Professional Expertise related to the review and proposed modifications of the Development Standards.

The Executive's Office forwarded three applications for PWES staff to review which included applications from: Mr. Adam Morrow (PLS) to fulfill an open position, Mr. Tyler Buys (PE) to fulfill a licensed engineer position, and Mr. Gregory Burg (PE) to fulfill a licensed engineer position

A recommendation was requested from the Executive's Office for the applicants desiring to fill the needed positions. PWES staff has met and reviewed the applications and do hereby submit our recommendations.

PWES staff recommends the appointment of:

- Mr. Adam Morrow (PLS) to fulfill an open position. Staff has worked with Mr. Morrow for many years through the PWES office and also when he previously had served on the TAC.
- Mr. Tyler Buys (PE) to fulfill a licensed engineer position. Although staff has not been directly in contact through the PWES office with Mr. Buys, it would appear he holds the credentials to serve on the TAC.
- Mr. Gregory Burg (PE) to fulfill a licensed engineer position. Again, as staff has not been directly in contact with Mr. Burg through the PWES office, it would appear he holds the credentials to serve on the TAC.

PWES staff looks forward to engaging with the appointed members to ensure that the County Development Standards stay up to date and timely with industry standards.

If you have any questions regarding these recommendations, please contact Lee Carter at ext. 6261.

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	*Field not completed.*
First Name	Adam
Last Name	Morrow
Today's Date	8/1/2022
Street Address	[redacted]
City	[redacted]
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	[redacted]
Secondary Telephone	[redacted]
Email Address	amorrow@psesurvey.com
1. Name of Board or Committee	**Development Standards Technical Advisory Committee**
Development Standards Technical Advisory Committee Position:	Licensed Land Surveyor
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	2011-2013 2009-2011
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I operate a civil engineering and land surveying firm doing business in and with Whatcom County.
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	Morrow_Resume_TAC 2022.pdf - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Professional Land Surveyor. See attached Resume.
10. Please describe why you're interested in serving on this board or commission	I intend to lend my professional experience as both a land surveyor and local business owner to the advisory committee in an effort assist with the incorporation of recent changes to State Law and current design practices into the County's development standards.
References (please include daytime telephone number):	See attached resume.
Signature of applicant:	Adam Morrow
Place Signed / Submitted	Bellingham, WA



Adam S Morrow, PLS

Professional Land Surveyor, Principal

PROFILE

Mr. Morrow has more than 30 years of progressive experience, including 22 years as a principal in private practice managing and supervising projects and staff. His successful roles on projects include field surveyor, office surveyor and project manager, developer representative and construction inspector. Throughout his career Adam has focused on communication and project management strategies, representing public and private sector clients. Mr. Morrow currently acts as the firm's local, State, and Federal land use regulations expert. He was Past President of the Northwest Chapter of the Land Surveyor's Association of Washington and past chair of the Whatcom County Development Standards Technical Advisory Committee.

EDUCATION

Western Washington University
BA, Political Science

REGISTRATION AND AFFILIATIONS

Professional Land Surveyor, Washington State (2004)
License #40525
Land Surveyor's Association of Washington (LSAW)
Northwest Chapter LSAW – Past President
National Society of Professional Surveyors – Member
Whatcom County Technical Advisory Committee – Past Chairman

REFERENCES

Curtis Lawyer
Capital Projects Director
Bellingham School District
Bellingham, WA
(360) 676-6400

Gina Austin
Project Engineer
City of Bellingham Parks and Rec.
Bellingham, WA
(360) 778-7000

Robert Morse, PLS
Survey Services Specialist
City of Bellingham
Bellingham, WA
(360) 778-7842

Brian Walters
Assistant General Manager
PUD No. 1 of Whatcom County
Ferndale, WA
(360) 384-4288

PSE
Pacific Surveying & Engineering

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Gregory
Last Name	Burg
Today's Date	8/8/2022
Street Address	[redacted]
City	[redacted]
Zip	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	[redacted]
Secondary Telephone	*Field not completed.*
Email Address	gburg@cascadecivil.com
1. Name of Board or Committee	**Development Standards Technical Advisory Committee**
Development Standards Technical Advisory Committee Position:	Licensed Civil Engineer
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 5

4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I am an employee of Cascade Engineering Group in Bellingham, WA. Cascade Engineering Group submits engineering projects for approval to Whatcom County.
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	*Field not completed.*
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Retired Coast Guard Officer with 28 years of Federal Government experience. City/Civil Engineer for the City of Blaine for 2 years. I have been a licensed Civil Engineer since 1996.
10. Please describe why you're interested in serving on this board or commission	I have been in public service most of my career. It was great to be in the Coast Guard but I never connected with the local community because we were transferred to different areas every few years. It would be great to help out and connect on a more local level.
References (please include daytime telephone number):	Craig Parkinson 360-306-8161 Mike DiSpigno 360-306-8161
Signature of applicant:	Gregory A. Burg
Place Signed / Submitted	Bellingham, WA

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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First Name	Tyler
Last Name	Buys
Today's Date	8/12/2022
Street Address	[redacted]
City	[redacted]
Zip	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	[redacted]
Primary Telephone	[redacted]
Secondary Telephone	*Field not completed.*
Email Address	tbuys@recivil.com
1. Name of Board or Committee	**Development Standards Technical Advisory Committee**
Development Standards Technical Advisory Committee Position:	Licensed Civil Engineer
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 4
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	*Field not completed.*
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Civil Engineer. B.S. Engineering with Civil Emphasis
10. Please describe why you're interested in serving on this board or commission	*Field not completed.*
References (please include daytime telephone number):	*Field not completed.*
Signature of applicant:	Tyler Buys
Place Signed / Submitted	[redacted] WA

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-454

File ID:	AB2022-454	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/08/2022	**Entered by:**	JGay@co.whatcom.wa.us		
Department:	Health Department	**File Type:**	Ordinance		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code to restructure the Public Heath Advisory Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Public Health Advisory Board adopted new bylaws to comply with new state legislation per RCW 70.46.140. The proposed amended ordinance changes Whatcom County Code 24.01.051 to align with the bylaw changes.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Ordinance

WHATCOM COUNTY
HEALTH DEPARTMENT

ERIKA LAUTENBACH, MPH, DIRECTOR
AMY HARLEY, MD, MPH, CO-HEALTH OFFICER
GREG THOMPSON, MD, MPH, CO-HEALTH OFFICER

Memorandum

TO: **SATPAL SIDHU, COUNTY EXECUTIVE**

FROM: Erika Lautenbach

DATE: 8/8/22

RE: **Ordinance amending Whatcom County Code 24.01.051**

In 2021, the Washington State Legislature passed House Bill 1152. Part of that legislation establishes new requirements for community health advisory boards (in Whatcom County referred to as the Public Health Advisory Board or PHAB). At the July 7, 2022 meeting of PHAB, new bylaws were approved that meet the requirements of House Bill 1152 and related RCW 70.46.140. The attached ordinance amendment is being proposed to reflect those new bylaws and comply with the requirements of House Bill 1152 and RCW 70.46.140.

Please contact Erika Lautenbach, Health Department Director if there are any questions. Thank you.

509 GIRARD STREET
BELLINGHAM, WA 98225-4005
360.778.6000 | FAX
360.778.6001
WHATCOMCOUNTYHEALTH

Whatcom County HEALTH Department

1500 NORTH STATE STREET
BELLINGHAM, WA 98225-4551
360.778.6100 | FAX 360.778.6101
WWW.WHATCOMCOUNTY.US/HEALTH

THE FOLLOWING PAGE CONTAINS THE

ORDINANCE FORM.

THE COMMENTS IN THE DOCUMENT OFFER ASSISTANCE IN

COMPLETING EACH SECTION.

THE COMMENTS WILL NOT SHOW WHEN THE

DOCUMENT IS PRINTED.

WHEN YOU'RE FINISHED, "SAVE AS" WITH YOUR DESIRED

FILE NAME.

(COUNCIL STAFF ONLY) - REMEMBER TO SAVE THE FILE

NAME IN THE HEADER. GO TO "VIEW", THEN

HEADER/FOOTER, EDIT THE FILE NAME, AND SAVE IT.

PROPOSED BY: Health___
INTRODUCTION DATE:_____

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE TO RESTRUCTURE THE PUBLIC HEALTH ADVISORY BOARD

WHEREAS, in 2021, the Washington State Legislature passed House Bill 1152 establishing new requirements for community health advisory boards (in Whatcom County referred to as the Public Health Advisory Board or PHAB); and

WHEREAS, PHAB met on July 7, 2022 and approved new bylaws that meet the requirements of House Bill 1152; and

WHEREAS, draft revisions to WCC 24.01.051 were written that both reflect the new PHAB bylaws and meet the requirements of House Bill 1152.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that WCC 24.01.051 is hereby amended as outlined in Exhibit A to this ordinance per RCW 70.46.140 or as hereinafter amended.

ADOPTED this _____ day of _____, 20____.

	WHATCOM COUNTY COUNCIL
ATTEST:	WHATCOM COUNTY, WASHINGTON
_____	_____
Dana Brown-Davis, Clerk of the Council	(Current Chair's Name), Council Chair
WHATCOM COUNTY EXECUTIVE APPROVED AS TO FORM:	WHATCOM COUNTY, WASHINGTON
_____	_____
Civil Deputy Prosecutor	(Current Executive's Name), County Executive
	( ) Approved ( ) Denied
	Date Signed: _____

24.01.051 Health department advisory board created.

A. The county health department advisory board, referred to in this chapter as the "public health advisory board," is created and shall serve in an advisory capacity to the health board and the health department director in the following areas:

1. ~~Recommend public health policies~~ Provide input to the local board of health in the recruitment and selection of an administrative officer, pursuant to RCW 70.05.045, and local health officer, pursuant to RCW 70.05.050;

2. ~~Recommend public health priorities~~ Use a health equity framework to conduct, assess, and identify the community health needs of the jurisdiction, and review and recommend public health policies and priorities for the local health jurisdiction and advisory board to address community health needs;

3. ~~Provide community forums/hearings as assigned by the health board~~ Evaluate the impact of proposed public health policies and programs, and assure identified health needs and concerns are being met;

4. ~~Establish community task forces as assigned by the health board~~ Promote public participation in and identification of local public health needs;

5. ~~Review and make recommendations for annual budget and fees~~ Provide community forums and hearings as assigned by the local board of health;

6. ~~Present annual report to the health board.~~ Establish community task forces as assigned by the local board of health;

7. Review and make recommendations to the local health jurisdiction and local board of health for an annual budget and fees; and

8. Review and advise on local health jurisdiction progress in achieving performance measures and outcomes to ensure continuous quality improvement and accountability.

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B. The public health advisory board shall consist of ~~at least~~ nine ~~and not more than 13~~to 21 members who are residents of the county.

1. Members shall be appointed by the local board of health. A local health officer and a member of the local board of health shall serve as ex officio members of the board. The County Council will appoint the ex officio member of the Health Board that will serve on PHAB. ~~executive, subject to confirmation by a majority of the county council, except that one member of the health board shall be appointed by the county council.~~

2. ~~The term of office for the members appointed by the executive shall be three years; except, that four terms shall remain staggered.~~ Advisory board members shall serve for staggered three-year terms. This does not preclude any member from being reappointed. Terms will be in accordance with WCC 2.03.030 unless no one else applies.

3. The term of office for the member appointed by the county council shall be for one year, from the time of the council's reorganization meeting in January to the next such meeting the following year.

4. The public health advisory board shall be broadly representative of the character of the county. Board diversity is valued. Membership preference shall be given to tribal, racial, ethnic, and other minorities. The advisory board shall consist of a balance of persons with expertise, career experience, and consumer experience in areas impacting public health and with populations served by the health department. ~~The public health advisory board's composition shall include at least one member in each of the following areas of expertise/experience:~~The board's composition shall include:

a. Members with expertise in and experience with:

- ~~a.~~ Health care access and quality~~: (health care system, mental health, substance abuse, physician or other health care provider, health insurance).~~
- ~~b.~~ Physical environment ~~(built environment: transportation, parks; natural environment: air, water, food).~~, including built and natural environments;
- ~~c.~~ Social and economic ~~(housing, basic needs, education, employment).~~sectors, including housing, basic needs, education, and employment;
- ~~d.~~ Business and philanthropy~~: (large/small business, charitable foundations).~~
- ~~e.~~ Communities that experience health inequities~~: (tribal, Hispanic, immigrant, people with disabilities or special health needs, seniors).~~
- ~~f.~~ Government~~: (city of Bellingham, small city/rural).~~
- ~~g.~~ Tribal ~~community member/tribal government representation.~~communities and tribal government;
- ~~h. Community member with lived experience in any of the areas listed above.~~

b. Consumers of public health services;

c. Community members with lived experience in any of the areas listed in (a) of this subsection; and

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d. Community stakeholders, including nonprofit organizations, the business community, and those regulated by public health.

5. The local health jurisdiction and local board of health must actively recruit advisory board members in a manner that solicits broad diversity to assure representation from marginalized communities including tribal, racial, ethnic, and other minorities.

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C. At its initial meeting, or as soon thereafter as practical, the public health advisory board may elect officers, adopt bylaws and such rules and regulations of procedure as are necessary for the conduct of its business. Meetings of the public health advisory board shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW et seq. (Ord. 2019-040 Exh. A; Ord. 2004-004; Ord. 99-025; Ord. 93-024; Ord. 91-040 (part)).

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

Whatcom County

Agenda Bill Master Report

File Number: AB2022-485

File ID:	AB2022-485	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/31/2022	**Entered by:**	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Ordinance		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the Whatcom County Budget, request no. 13, in the amount of $2,081,283

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #13 requests funding from the General Fund:

1. To appropriate $310,000 in County Clerk to fund Assigned Counsel increases.
2. To decrease appropriation of $87,500 in Public Defender to support funding for Assigned Counsel increases.
3. To appropriate $13,833 in Health to fund Harmful Algal Bloom grant program.
4. To appropriate $80,000 in Health to fund Foundational Public Health Services' programs increase.

From the Countywide Emergency Medical Services Fund:

5. To re-appropriate $290,000 to fund new medic unit.

From Road Improvement District Funds:

6. To appropriate a total of $2,950 in Road Improvement Districts #1, #2 and #7 to fund electricity costs.

From the Real Estate Excise Tax I Fund:

7. To appropriate $189,000 to fund transfer in support of Courthouse Building Envelope design project.
8. To appropriate $45,000 to fund Courthouse chiller repair.

From the Public Utilities Improvement Fund:

9. To appropriate $111,000 to fund transfer in support of Courthouse Building Envelope design

project.

From the Administrative Services Fund:

10. To appropriate $1,127,000 in Prosecuting Attorney - Tort Services to fund increased premiums and settlements.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Ordinance, Summary, Requests

PROPOSED BY: Executive
INTRODUCTION DATE: 09/13/2022

ORDINANCE NO.
AMENDMENT NO. 13 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			
County Clerk	310,000	(15,000)	295,000
Public Defender	(87,500)	-	(87,500)
Health	93,833	(688,000)	(594,167)
Total General Fund	**316,333**	**(703,000)**	**(386,667)**
Countywide Emergency Medical Services Fund	**290,000**	**-**	**290,000**
Road Improvement District #1	**2,500**	**-**	**2,500**
Road Improvement District #2	**200**	**-**	**200**
Road Improvement District #7	**250**	**-**	**250**
Real Estate Excise Tax I Fund	**234,000**	**-**	**234,000**
Public Utilities Improvement Fund	**111,000**	**-**	**111,000**
Administrative Services Fund - Tort	**1,127,000**	**-**	**1,127,000**
Total Supplemental	**2,081,283**	**(703,000)**	**1,378,283**

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. 13				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
County Clerk	To fund Assigned Counsel increases.	310,000	(15,000)	295,000
Public Defender	To decrease appropriation in Public Defender to help fund Assigned Counsel increases.	(87,500)	-	(87,500)
Health	To fund Harmful Algal Bloom grant program.	13,833	(25,000)	(11,167)
Health	To fund Foundational Public Health Services' programs increase.	80,000	(663,000)	(583,000)
Total General Fund		**316,333**	**(703,000)**	**(386,667)**
Countywide Emergency Medical Services Fund	To re-appropriate funding for new medic unit.	**290,000**	**-**	**290,000**
Road Improvement District #1	To fund supplement of 2022 electric costs.	**2,500**	**-**	**2,500**
Road Improvement District #2	To fund supplement of 2022 electric costs.	**200**	**-**	**200**
Road Improvement District #7	To fund supplement of 2022 electric costs.	**250**	**-**	**250**
Real Estate Excise Tax I Fund				**-**
Non-Departmental	To fund transfer in support of Courthouse Exterior Project.	189,000	-	189,000
AS-Facilities	To fund Courthouse chiller repair.	45,000	-	45,000
Total Real Estate Excise Tax I Fund		**234,000**	**-**	**234,000**
Public Utilities Improvement Fund	To fund transfer in support of Courthouse Exterior Project.	**111,000**	**-**	**111,000**
Administrative Services Fund - Tort	To fund increased premiums and settlements.	**1,127,000**	**-**	**1,127,000**
Total Supplemental		**2,081,283**	**(703,000)**	**1,378,283**

Supplemental Budget Request

Status: Pending

County Clerk

Supp'l ID # 3790 **Fund** 1 **Cost Center** 3140 **Originator:** J Wiles, D Reynolds, M Cald

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

Name of Request: Assigned Counsel Increases

X 8/26/22

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

Costs:	Object	Object Description	Amount Requested
	4334.0126	GAL Funding	($15,000)
	6650.8000	Ct Eval/Investigations	$270,000
	6650.9053	Ct Eval/Investigations	$40,000
	Request Total		***$295,000***

1a. Description of request:

Request increased appropriation of $270,000 for assigned counsel services for criminal cases and $40,000 for guardianship cases.
Current base budget for criminal conflict cases is $242,000 and at 8/17/22 $222,590 has been spent.
GAL/Guardianships base budget is $22,000 and we have currently spent $31,112

There was a major change in the Guardianship statute beginning in 2021 and another phased in 2022. Under the Uniform Guardianship Act cases when had been third party custody situations (and even sometimes dependencies) became minor Guardianships. Under the new statute, the youth and all parties are entitled to legal counsel as well as a "Court Visitor" we had no idea the impact or number of filings we would have with this. These cases are also taking a long time to resolve, which increases the costs. In January 2022, the UGA took jurisdiction on adult guardianships making them Guardianship/Conservatorships and have become much more complicated.

Currently, OAC is reimbursing costs related to legal counsel and court visitors in these cases, however, the expenditure impact is significant.

1b. Primary customers:

Indigent clientele in need of public defense in Whatcom County.

2. Problem to be solved:

Criminal case filings have been especially high during the past four months and the Public Defender's Office is down one lawyer whose replacement has not started yet. The prosecutor's office has filed 163 more felony cases through the end of July 2022, than were filed through July 2021. The Public Defender's Office has taken in 190 more felony matters than through the end of July of last year. This increase of 190 felony matters is equivalent to more than two lawyers' caseloads. In addition, two felony lawyers left this year causing reassignment of caseloads to the remaining lawyers.

The Public Defender's Office feels they must overflow some cases from the end of July and perhaps more going forward back to Assigned Counsel. They propose using salary savings and some unspent software maintenance funds to provide some relief to Assigned Counsel to help pay for the defense in this overflow of cases.

In addition, Assigned Counsel has a projected shortfall of $40,000 pertaining to guardianship cases. The Clerk's Office expects to receive some state grant funding to help offset these increased costs.

County Clerk

Supp'l ID # 3790 **Fund** 1 **Cost Center** 3140 **Originator:** J Wiles, D Reynolds, M Cald

3a. Options / Advantages:

Public Defender's Office reports they are doing all they can to stay within State Caseload Standards and the only way to accomplish this is to send overflow cases to Assigned Counsel.

3b. Cost savings:

Public Defender's Office states that he cost savings would be that they stay within caseload standards and continue receiving the OPD 10.101 grant funding each year. If they do not stay within the State Standards of Public Defense then they risk being sued by clientele, losing over $200,000.00 in grant funding each year, and losing valued experienced attorneys on staff.

4a. Outcomes:

Higher staff morale and keeping valued experienced attorneys on staff.

4b. Measures:

Public Defender's Office will track case assignments and ensure that the attorneys in their office comply with the Washington Supreme Court Standards of Indigent Defense. Clerk's office continue monitoring cases associated with UGA and submtting for reimbrusement as appropriate.

5a. Other Departments/Agencies:

Adequate public defense impacts the courts, the prosecutor's office and the community as whole. Keeping the public defender's office within State Standards allows cases to be litigated in a timely fashion and prevents citizens from going unrepresented.

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

6. Funding Source:

General Fund, $15,000 grant funding and reduction in Public Defender's budget of $87,500 (see companion supplemental #3800)

Supplemental Budget Request

Status: Pending

Public Defender

Supp'l ID # 3800 **Fund** 1 **Cost Center** 2650 **Originator:** Julie Wiles/M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: Assigned Counsel Companion Supplemental

X

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

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	($80,000)
	6625	Software Maint Contracts	($7,500)
	Request Total		***($87,500)***

1a. Description of request:

Companion Supplemental to Assigned Counsel Increase supplemental #3790 in County Clerk.
Uses Public Defender budget lapse from vacant positions and unspent software maintenance contract to support increased Assigned Counsel costs.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Supplemental Budget Request

Health | **Environmental Health**

Supp'l ID # 3799 **Fund** *1* **Cost Center** *653202* **Originator:** *Sue Sullivan*

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

Name of Request: Harmful Algal Bloom Grant

X Kathleen Roy (on behalf of Erika Lautenbach) 8/26/22

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

Costs:	Object	Object Description	Amount Requested
	4334.0314	DOE HAB	($25,000)
	6610	Contractual Services	$13,833
	Request Total		***($11,167)***

1a. Description of request:

The Health Department requests spending authority to use dedicated Department of Ecology funding for development of a Lake Cyanobacteria Management Plan (LCMP) for Wiser Lake. Wiser Lake is approximately 116 acres, and residential development encompasses approximately 50% of the lake shore; 50% borders agricultural land. Fifty-eight parcels of land border the lake, and fifty-two are residential. The remaining $11,167 in this request covers a position already in position control and related indirect expenses.

1b. Primary customers:

Wiser lake residents, visitors, and adjacent agricultural producers

2. Problem to be solved:

Cyanobacteria toxins are routinely detected in Wiser Lake at levels that exceed water contact standards. Funding for cyanobacteria toxin detection is inadequate to ensure timely and appropriate response.

3a. Options / Advantages:

The Health Department will focus on identifying the nutrient sources that feed toxic cyanobacteria and identify actions that can reduce nutrient levels, thereby reducing the severity and duration of cyanobacterial blooms.

Staff will communicate our project plans and goals with county government decision makers, local residents, and stakeholders who have expressed concern about Wiser Lake safety and water quality. This communication can help residents who are potentially at risk minimize their exposure.

The funding will also provide an opportunity to study the feasibility of remediation strategies. Staff expect the project costs to far exceed local resources and a combination of this grant and foundational public health services funding for water quality may provide sufficient funding to complete needed work.

3b. Cost savings:

Cost savings include mitigating or minimizing potential expenses related to illness or injury to human and pets that are caused by harmful algal blooms.

4a. Outcomes:

Outcomes include an increased data set which characterizes pollution sources. Solutions may include implementation of treatment options which include Lakeside resident involvement. Long term outcomes may include the reduction in severity and duration of cyanobacterial blooms, which would also reduce illness and injury to humans and pets.

4b. Measures:

Increased number of days residents and visitors can safely recreate at Wiser Lake. Reduced risk of illness associated with recreating at Wiser Lake. Deliverables include completion of Plan and communications with stakeholders.

Supp'l ID # 3799 **Fund** 1 **Cost Center** 653202 **Originator:** Sue Sullivan

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

WA State Department of Ecology

Supplemental Budget Request

Health — **Communicable Disease & Epidemiology**

Supp'l ID # 3798 **Fund** 1 **Cost Center** 660525 **Originator:** Erika Lautenbach

Expenditure Type: Ongoing **Year** 2 **2022** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Foundational Public Health Services Increase

X Kathleen By (On behalf of Erika Lautenbach) 8/26/22

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

Costs:	*Object*	*Object Description*	*Amount Requested*
	4336.0425	FPHS Grant	($663,000)
	6510	Tools & Equip	$30,000
	6610	Contractual Services	$30,000
	6780	Travel-Educ/Training	$20,000
	Request Total		***($583,000)***

1a. Description of request:

The Health Department requests expenditure authority for dedicated grant funding for Foundational Public Health Services that was first allocated by the Washington State legislature in 2021 and additional funding was allocated in 2022. This on-going funding is intended to support increased staff and program capacity for specific foundational public health programs and services, as described more fully here https://www.doh.wa.gov/ForPublicHealthandHealthcareProviders/HealthSystemsTransformation/PublicHealthTransformation. These core public health services include Communicable Disease services, Environmental Public Health programs, data and assessment, epidemiology, communications, and administrative functions. This funding supports existing, on-going positions in these key areas and $20,000 to support training, conferences and travel for both current and new staff. This request also includes $30,000 for desks, laptops and video equipment to help meet the needs of our growing staff. $30,000 is dedicated to contractual services including outreach services and environmental health planning.

This request reflects an additional $583,000 in revenue which will cover existing positions supported by this grant. While this revenue was anticipated and covers positions which already have expenditure authority, the Health Department waited for the DOH contract renewal before updating final anticipated revenue amounts. The Health Department receives $1.3M annually in Foundational Public Health Services funding and this will be increasing to 2.6M in 2023.

1b. Primary customers:

Whatcom county residents

2. Problem to be solved:

Chronic underfunding of the public health system across WA State has led to significant gaps in the ability of local health jurisdictions to provide core public health services to meet community needs, and respond to urgent and emergent public health issues. The WA State legislature has acknowledged this problem, and provided additional funds to reinforce and expand capacity of the governmental public health system across the state.

3a. Options / Advantages:

The Foundational Public Health Services Steering Committee, a collaborative entity comprised of representatives of the State Dept of Health, State Board of Health, American Indian Health Commission, and Local Health Jurisdictions have identified and concurred on priority areas for use of this biennium's allocation. Local health funding is targeted to these areas and cannot be used for programs or services outside the designated categories. These categories include: Communicable Disease (including Case

Investigation and Tuberculosis), Assessment/Evaluation, and Lifecourse Infrastructure and Workforce Capacity (Equity, Policy/Planning, Workforce, etc).

3b. Cost savings:

This funding covers long-term investments in public health without increasing the burden on the County's General Funds. The intent is to increase state funding for foundational public health services, allowing General Funds to be used to increase support for other local public health priorities.

4a. Outcomes:

The Health Department will have capacity to provide core public health services needed to meet community needs, and respond to urgent and emergent public health issues. Outcomes will include:

•Increased ability to monitor, asses and mitigate the spread of transmittable diseases in our community
•Increased focus on equity in program planning, community engagement, workforce, data and assessment, and program evaluation
•Improved coordination of boards and commission priorities, support for Health Board, and increased monitoring of legislative actions and grant opportunities consistent with Health Department priorities
•Improved evaluation of program and service effectiveness
•Increased support for onboarding, training, internship and fellowship programs, mentoring and succession planning

4b. Measures:

Measures will be consistent with Health Department performance measures, strategic plan, and accreditation requirements for the positions added and programs/services provided.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

WA State Department of Health / Foundational Public Health Funding Award (Consolidated Contract)

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 3786 **Fund** 130 **Cost Center** 130100 **Originator:** T. Helms for Rosalee Cowan

Expenditure Type: One-Time **Year** 1 **2021** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Re-appropriate New Medic Unit Funding

X

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

Costs:

Object	*Object Description*	*Amount Requested*
7210	Intergov Prof Svcs	$290,000
Request Total		***$290,000***

1a. Description of request:

Request budget authority to support the re-appropriation of funds from the Whatcom County Interlocal Agreement (ILA) #201711026-2 between the City of Bellingham, Whatcom County Fire Protection District No. 7, and Whatcom County Emergency Medical Services where budget authority was granted in Amendment 2 of the ILA to provide for the implementation of a new Medic Unit and facility upgrades to a total of $290,000. These funds would be given to Bellingham Fire Department to complete the purchase o a new Paramedic Unit which includes the vehicle, equipment, such as radios, computers, emergency lighting, and consumables at $240,000. In addition, $50,000 for the upgrades to fire stations 3 and 6 to support the new station assignments.

1b. Primary customers:

Whatcom County residents

2. Problem to be solved:

Funding is needed for the purchase of the Medic Unit to be placed in Lynden, Washington, due to the expansion of ALS services in the Northeast region of Whatcom County.

3a. Options / Advantages:

This new unit is positioned to provide better ALS services to the Northeast region by reducing response times, equalizing call volume with the other medic units, as well as serving rural areas with greater capacity.

3b. Cost savings:

This is a planned expansion of the ALS program where cost savings are achieved with incrdeased number of ALS units and greater efficiencies in response to calls.

4a. Outcomes:

Outcomes expected are to reduce morbidity and mortality from sudden cardiac arrest and trauma due to increased populations and call volume.

4b. Measures:

Multiple metrics and data points are monitored by looking at call volume and system performance.

5a. Other Departments/Agencies:

City of Lynden Fire Department, Fire District 7, and the Bellingham Fire Department.

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

Lynden Fire Chief
Fire District 7 Fire Chief
Bellingham Fire Chief

The City of Bellingham fire chief and the City of Lynden fire chief are responsible for the implementation

and development of service response areas, as well as start-up dates and operational components of the service delivery.

6. Funding Source:

Countywide EMS Levy

Supplemental Budget Request

Status: Pending

Public Works **Administration**

Supp'l ID # 3793 **Fund** 154 **Cost Center** 154 **Originator:** Julia Bilderback

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

Name of Request: Supplement 2022 Electric Costs for RID #1

X 8/25/22

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

Costs:	Object	Object Description	Amount Requested
	6980	Electric	$2,500
	Request Total		***$2,500***

1a. Description of request:

Lighting expenses for this lighting district were projected in 2020 for the 2021/2022 budget cycle. Projections have been exceeded by actuals, and therefore we are requesting an increase in this budget of approximately 8%.

1b. Primary customers:

Birch Bay Lighting District residents and visitors

2. Problem to be solved:

N/A

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

N/A

4b. Measures:

N/A

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Fund balance. This is paid by a special fund, which assesses fees to cover the costs of electricity. There is sufficient fund balance of collected assessments from previous years to cover this increase.

Supplemental Budget Request

Status: Pending

Public Works **Administration**

Supp'l ID # 3794 **Fund** 155 **Cost Center** 155 **Originator:** Julia Bilderback

Expenditure Type: One-Time **Year** 1 **2021** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Supplement 2022 Electric Costs for RID #2

X 8/25/22

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

Costs:

Object	*Object Description*	*Amount Requested*
6980	Electric	$200
Request Total		***$200***

1a. Description of request:

Lighting expenses for this lighting district were projected in 2020 for the 2021/2022 budget cycle. Projections have been exceeded by actuals, and therefore we are requesting an increase in this budget of approximately 8%.

1b. Primary customers:

Marineland Lighting District residents and visitors

2. Problem to be solved:

N/A

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

N/A

4b. Measures:

N/A

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Fund balance. This is paid by a special fund, which assesses fees to cover the costs of electricity. There is sufficient fund balance of collected assessments from previous years to cover this increase.

Supplemental Budget Request

Status: Pending

Public Works **Administration**

Supp'l ID # 3795 **Fund** 159 **Cost Center** 159 **Originator:** Julia Bilderback

Expenditure Type: One-Time **Year** 1 **2021** **Add'l FTE** ☐ **Add'l Space** ☐ **Priority** 1

Name of Request: Supplement 2022 Electric Costs for RID #7

X 8/25/22

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

Costs:

Object	*Object Description*	*Amount Requested*
6980	Electric	$250
Request Total		***$250***

1a. Description of request:

Lighting expenses for this lighting district were projected in 2020 for the 2021/2022 budget cycle. Projections have been exceeded by actuals, and therefore we are requesting an increase in this budget of approximately 8%.

1b. Primary customers:

Emerald Lake Lighting District residents and visitors

2. Problem to be solved:

N/A

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

N/A

4b. Measures:

N/A

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Fund balance. This is paid by a special fund, which assesses fees to cover the costs of electricity. There is sufficient fund balance of collected assessments from previous years to cover this increase.

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 3801 **Fund** 326 **Cost Center** 32600 **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: REET I transfer in support of CH Exterior Project

X

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

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	$189,000
	Request Total		***$189,000***

1a. Description of request:

Provide 63% of requested $300,000 for 2022 design services on Courthouse Exterior Project Budget Amendment Suppl #3791
Support percentage based on criminal justice portion of square footage of Courthouse that is eligible to be funded from REET I.

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:

REET I

Supplemental Budget Request

Status: Pending

Administrative Services | **Facilities Management**

Suppl ID # 3796 | ***Fund*** 326 | ***Cost Center*** | ***Originator:*** Rob Ney

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

Name of Request: Courthouse Chiller

X [signature] 8/24/22

Department Head Signature (Required on Hard Copy Submission) Date

Costs:

Object	*Object Description*	*Amount Requested*
7060	Repairs & Maintenance	$45,000
Request Total		***$45,000***

1a. Description of request:

This ASR request is to fund a repair to one of the two rooftop HVAC Chillers that serve the Courthouse. These HVAC units are original to the 1993 Courthouse Addition and have been fairly reliable. This major of a repair was not anticipated or budgeted for.

1b. Primary customers:

All Departments and Citizens that utilize the Courthouse.

2. Problem to be solved:

One of the two Chillers that provide HVAC cooling to the Courthouse is operating on one leg (the other leg is failing/has failed). This repair would make that unit fully functional.

3a. Options / Advantages:

This is the least expensive option for repair of this unit.
This is a critical component of the cooling system for the Courthouse. This is the least expensive repair that will rectify this failure

3b. Cost savings:

There is no cost savings option other than not performing the work at this time.

4a. Outcomes:

The repair work will be completed in 2022, assuming all parts are readily available.

4b. Measures:

Facilities will contract for this work. The work will be completed, and the unit will be working at 100%.
A completed project, within budget.

5a. Other Departments/Agencies:

This project will have no impact to other staff other than minor inconveniences during construction.

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

N/A
Rob Ney

6. Funding Source:

Supplemental Budget Request

Status: Pending

Non-Departmental

Supp'l ID # 3802 **Fund** 332 **Cost Center** 332100 **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: EDI Fund transfer in support of CH Exterior Proj

X

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

Costs:

Object	*Object Description*	*Amount Requested*
8351	Operating Transfer Out	$111,000
Request Total		***$111,000***

1a. Description of request:

Provide 37% of requested $300,000 for 2022 design services on Courthouse Exterior Project Budget Amendment Suppl #3791
Support percentage based on non-criminal justice portion of square footage of Courthouse that is eligible to be funded from EDI.

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:

Public Utilities Improvement Fund (aka EDI Fund)

Supplemental Budget Request

Status: Pending

Prosecuting Attorney **Tort Claims**

Supp'l ID # 3803 **Fund** 507 **Cost Center** 507200 **Originator:** M Caldwell

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: Tort Fund Increased Premiums and Settlements

X

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

Costs:

Object	*Object Description*	*Amount Requested*
6910	Insurance Premiums	$927,000
7120.902	Judgements & Damages	$200,000
Request Total		***$1,127,000***

1a. Description of request:

Requesting budget authority to cover increased Risk Pool premiums and potential major settlements.

1b. Primary customers:

Whatcom County citizens

2. Problem to be solved:

Premiums paid to the Washington Counties Risk Pool have been dramatically increasing over the last few years. The County finds out in July of each year how much will be due for premiums on October 1 of the current year. The national re-insurance market has been demanding higher and higher deductibles to be paid before re-insurers will start covering claims. In additions, there are many exceptions in re-insurance coverage so that the Risk Pool and its participants have to cover separately.

Current year premium budget: $1,450,000
Prior year deferred premium paid this year: $332,947
Current year premium due 10/1: $2,044,024
Shortfall: $926,971

Prior year amounts paid:
2021 - $1,113,008
2020 - $1,519,204
2019 - $1,061,494
2018 - $1,151,106

In addition, the Tort Fund budgets $300,000 for settlements of major claims paid directly by Whatcom County. Based on timing of potential settlements before year-end, Prosecuting Attorney is requesting an additional $200,000 for a significant settlement which may occur before year-end.

3a. Options / Advantages:

We could potentially defer payment of premium amounts over and above last year's premium amounts to next year. However, that would just "kick the can" down the road. This year's premiums include $337,963 from last year's deferral and next year would include $743,452 from this year's deferral if we choose that option.

We could take the chance that the major settlement in question might not occur before year-end or be as much as estimated; however, it is prudent to budget for potential scenarios rather than have inadequate budget authority when the payment is due.

3b. Cost savings:

None

4a. Outcomes:

We will be able to execute all payments due for premiums and settlements in a timely manner.l

4b. Measures:

Payments made on time.

5a. Other Departments/Agencies:

N/A

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

N/A

6. Funding Source:

Tort Fund balance. Tort Fund balance will be supplemented with a transfer in from the now defunct Self-Insured Health Insurance Fund to ensure adequate fund balance is available in Tort.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-487

File ID:	AB2022-487	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/31/2022	**Entered by:**	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	**File Type:**	Ordinance		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project based budget for the Courthouse Building Envelope Fund, request no. 4

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of an additional $300,000 to fund design services for the next phase of the Courthouse Building Envelope project for a total project budget of $7,677,809.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Ordinance, Proposed Ordinance - Exhibit A, Courthouse Building Envelop Project Request

PROPOSED BY: Executive
INTRODUCTION DATE: 09/13/22

ORDINANCE NO. _____

ORDINANCE AMENDING THE PROJECT BASED BUDGET FOR THE COURTHOUSE BUILDING ENVELOPE FUND, REQUEST NO. 4

WHEREAS, Ordinance No. 2014-075 established the project budget for the Courthouse Building Envelope Fund with an initial budget of $250,000; and

WHEREAS, additional requests added $7,127,809 and accomplished the first phase of this multi-phase extensive repair project to protect the Courthouse from water intrusion; and

WHEREAS, funding currently being requested is to complete the design work needed for the next phase of work expected to be bid and constructed in 2023 and 2024; and

WHEREAS, funding for this design work is available from Real Estate Excise Tax Fund I and from the Public Utilities Improvement Fund (aka EDI Fund),

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2014-075 is hereby amended by adding $300,000 of expenditure authority, as described in Exhibit A, to the amended project budget of $7,377,809, for a total amended project budget of $7,677,809.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Todd Donovan, Chair of the Council

APPROVED AS TO FORM:

( ) Approved ( ) Denied

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

_____
Satpal Sidhu, County Executive
Date:_____

EXHIBIT A

COURTHOUSE EXTERIOR PROJECT BUDGET, FUND 359
Amendment #4

Account	Description	Current Amended Project Budget	Amendment #4 to Ord. 2014-075	Total Amended Project Budget
	Expenditures			
6190	Direct Billing Rate	$50,000	$0	$50,000
6630	Professional Services	$560,000	$300,000	$860,000
7060	Buildings and Structures	$6,767,809	$0	$6,767,809
		$7,377,809	**$300,000**	**$7,677,809**
	Revenues			
8301.326	REET I	$5,114,713	$189,000	$5,303,713
8301.332	EDI (Public Utilities Improvement Fund)	$2,263,096	$111,000	$2,374,096
		$7,377,809	**$300,000**	**$7,677,809**

Supplemental Budget Request

Status: Pending

Administrative Services **Facilities Management**

Supp'l ID # 3791 **Fund** 359 **Cost Center** 359100 **Originator:** Rob Ney

Year 2 **2022** **Add'l FTE** ☐ **Priority** 1

Name of Request: 2022 Design Work next Phase of CTHS Exterior Proj

X

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

Costs:

Object	*Object Description*	*Amount Requested*
6630	Professional Services	$300,000
8301.332	Operating Transfer In	($111,000)
8301.326	Operating Transfer In	($189,000)
Request Total		***$0***

1a. Description of request:

This ASR is for the continuation of HKP Courthouse Exterior Project as defined in HKP Report dated November 2015. Continued efforts include replacing remaining roofs, and roof top mechanical equipment. The broader scope of work also includes replacing glazing on the 1993 (East) addition, where glazing has failed. Efforts are shown for cost/year (attached table) Each year has a design phase, typically for the following year construction (with the exception of 2022). Also shown is the contract administration effort by the design team for each project while under construction.

This specific ASR is for design services for the intended 2023 Construction project. Future monies, including the construction portion of the 2023 project are included in the Biennial budget request from Facilities.

Currently, there is $495,500 in the Courthouse Exterior Fund. A currently contracted and funded design and construction project (Roofs 10 & 22 project) is estimated to consume up to $300,000 of that budget balance, leaving $200,000 for this project. Therefore, Facilities is requesting an additional $300,000 in funding.

Current Balance: $495,500
Less Design for Roof 10 & 22: $70,000
Less Estimated Construction
Costs for Roof 10 & 22: $230,000
Remaining Funds: $195,000

Need for 2022 Design work: $500,000

Shortage and ASR Ask: $300,000

1b. Primary customers:

All Departments and Citizens that utilize the Courthouse.

2. Problem to be solved:

As identified in the 2015 Courthouse Envelope Study by HKP, substantial Maintenance work must be performed to protect the Courthouse from Water intrusion. This is the next phase of that effort.

3a. Options / Advantages:

The 2015 HKP report had several options for the Council to consider. This “Maintenance” route was the least expensive option to solve the water intrusion issues

This is a very well thought out, planned and stepwise approach to completing the overall "Maintenance" project. This request just furthers this effort to the next step.

3b. Cost savings:

There is no cost savings option other than not performing the work at this time.

4a. Outcomes:

The design work will be completed in 2022/23 and a project will be bid out in 2023 for construction. As indicated above, the additional funding for the construction portion of this next project, along with the design and construction fees for the 2024 project are being requested in the biennial budget.

4b. Measures:

Facilities will continue to make substantial progress on the overall "Maintenance" project.
Successful completion of the next project.

5a. Other Departments/Agencies:

This project will have no impact to other staff other than minor inconveniences during construction.

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

Rob Ney

6. Funding Source:

REET I 63%
EDI 37%

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-379

File ID:	AB2022-379	**Version:**	1	**Status:**	Agenda Ready
File Created:	06/28/2022	**Entered by:**	EMiranda@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Ordinance Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
07/26/2022	Council	WITHDRAWN	

Attachments: Memo, Ordinance, Exhibit A, Ord 2019-079

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

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

Through: Jon Hutchings, Public Works Director

From: James P. Karcher, P.E., County Engineer

Date: September 13, 2022

Re: **Ordinance amending Whatcom County Title 3, requiring that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to modify the effective dates and clarify timing for exceptions and waivers of Whatcom County Code Title 3, Chapter 3.72: Construction Projects – Apprentice Requirements.

Background and Purpose

The ordinance (AB2019-285) passed Council on 11/19/2019.

The unexpected demands placed on the County by the pandemic and Nov/Dec 2021 flood events impeded Public Works from attending to the related issues of administration of the new ordinance, requiring more time for implementation.

Implementation of this ordinance requires the designation of existing personnel or hiring of a FTE for a Contractor Apprenticeship Program (CAP) coordinator who will facilitate creation of bid documents along with contract specifications and establishment of an ongoing system for monitoring and reporting which all need to be in place before beginning this program.

To date, all public work contracts remain compliant with these provisions. Public Works will be studying the impacts of this ordinance on the local contracting community, public work construction costs and internal project management effectiveness and expects to return to Council to discuss the findings.

Please contact James P. Karcher, P.E., County Engineer at extension 6271 if you have any questions regarding this ordinance.

PROPOSED BY: Public Works - Engineering
INTRODUCTION DATE:__

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY TITLE 3, REQUIRING THAT PUBLIC FUNDS USED FOR CONSTRUCTION PROJECTS DO DOUBLE DUTY BY ALSO PROVIDING APPRENTICES WITH JOB TRAINING HOURS TO MEET THE REQUIREMENTS NECESSARY TO BECOME THE NEXT GENERATION OF SKILLED TRADES PERSONS

WHEREAS, the Whatcom County Council is committed to training of the next generation of skilled workers; and

WHEREAS, the unexpected demands placed on the County by the pandemic and Nov/Dec 2021 flood events impeded Public Works from attending to the related issues of administration of the new ordinance, requiring more time for implementation.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Chapter 3.72 of the Whatcom County Code is hereby amended as provided for in Exhibit A attached hereto.

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,
Sr. Deputy Prosecuting Attorney,
Civil Division

_____
Satpal Singh Sidhu, County Executive

( ) Approved ( ) Denied

Date Signed: _____

EXHIBIT A

WCC-Chapter 3.72
CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS

3.72.010 Definitions.

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

A. “Apprentice” means an apprentice registered in an approved apprenticeship program.

B. “Approved apprenticeship program” means an apprenticeship training program which is approved or recognized by the Washington State Apprenticeship and Training Council.

C. “Contractor” means a person, corporation, partnership, limited liability company, or joint venture entering into a contract with the County to construct a public work.

D. “Labor hours” refers to the total number of hours worked by workers receiving an hourly wage who are employed directly and by subcontractors upon the public works project and who are subject to state or federal prevailing wage requirements, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed-upon change order.

E. “Minimum apprentice labor hours” refers to labor hours actually worked on a public works project by apprentices expressed as a percentage of total labor hours. The minimum percentage of apprentice labor hours by project shall be:

1. For contracts less than $1,000,000 there shall be no requirement;

2. For contracts advertised for bid before January 1, 2024~~1~~, there shall be no requirement;

3. For contracts advertised for bid on or after January 1, 2024~~1~~, estimated to cost $~~3~~2,000,000 or more, no less than 10 percent of the labor hours shall be performed by apprentices;

4. For contracts advertised for bid on or after January 1, 2025~~2~~, estimated to cost $2,000,000 or more, no less than 12 percent of the labor hours shall be performed by apprentices;

5. For contracts advertised for bid on or after January 1, 2026~~3~~, estimated to cost $1,000,000 or more, no less than 15 percent of the labor hours shall be performed by apprentices.

F. "~~Employee~~ Contractor ~~a~~Apprenticeship ~~p~~Program (~~E~~CAP)" refers to the requirements of this chapter and any administrative regulations applicable thereto.

G. "~~E~~CAP coordinator" refers to the person designated by the ~~c~~County ~~e~~Executive to administer and coordinate the ~~employee apprenticeship program~~CAP.

H. "~~E~~CAP ~~utilization p~~Plan" refers to the ~~plan for utilization~~description of how apprentice~~ship~~ labor will be used in a public work project covered by the Chapter.

I. "Estimated cost" shall mean the anticipated pre-bid cost of a public work, as determined by the County, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds. Estimated cost does not include post-bid contract change orders or amendments.

J. "Notice to proceed" refers to the written authorization to the contractor under the public work contract to commence work.

K. "Public work" refers to all County funded construction projects that constitute a public work pursuant to RCW 39.04.010 as now or hereafter amended and estimated to cost $1,000,000 or more.

L. "Subcontractor" means a person, corporation, partnership, limited liability company, or joint venture that has contracted with the contractor to perform all or part of the work to construct a public work by a contractor. (Ord. 2019-079 Exh. A).

3.72.030 Administration.

A. Apprenticeship Program Goal. All contractors and subcontractors constructing or involved with the construction of public works, and all service providers involved with the construction of a public work, shall ensure that the combined minimum apprentice labor hours applicable for the size and bid date of the contract are performed by apprentices. The goal

B. Contract Requirements. Contracts for such construction projects shall include provisions detailing the apprentice labor requirements. The ~~E~~CAP coordinator shall develop the necessary bid documents and contract specification language to implement the requirements of this chapter.

C. Submission of ~~E~~CAP Utilization Plan. All contractors shall submit an ~~E~~CAP utilization plan and shall meet with the ~~E~~CAP coordinator to review said ~~E~~CAP utilization plan prior to being issued a notice to proceed. Failure to submit an ~~E~~CAP utilization plan may be grounds for the County to withhold remittance of a progress payment until such plan is received from the responsible contractor. A meeting with the

~~E~~CAP coordinator prior to issuance of a notice to proceed shall be excused only when the ~~E~~CAP coordinator is unavailable to meet prior to the scheduled date for issuance of the notice to proceed and the contractor and the ~~E~~CAP coordinator have otherwise scheduled a meeting for the coordinator to review the contractor's plan. The contractor shall be responsible for meeting the ~~E~~CAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by subcontractors. To the extent practical, the contractor shall recruit apprentices from multiple trades or crafts. (Ord. 2019-079 Exh. A).

3.72.040 ~~E~~CAP utilization plan.

The ~~E~~CAP utilization plan shall meet the following requirements:

A. Shall be submitted on forms prepared or approved by the ~~E~~CAP coordinator;

B. Shall specify the planned labor hours for each trade or craft;

C. Shall provide for quarterly reports, as well as a final report, indicating the total labor hours and the apprenticeship hours utilized by the contractor and all subcontractors on the project; and

D. Shall include a description of how the contractor will satisfy the ~~E~~CAP utilization goal on the particular public work project and include a summary of outreach and recruitment procedures to hire apprentices to work on the project. (Ord. 2019-079 Exh. A).

3.72.050 Exceptions and waivers.

At any time prior to a request for bids or proposals on construction projects covered by this chapter, or at any time during the term of a covered contract,~~During the term of a construction contract subject to this chapter,~~ the ~~c~~County may reduce or waive the apprentice labor hour goals upon determination by the CAP Coordinator that:

A. The contractor has demonstrated that it has utilized best efforts to meet the established percentage requirement but remains unable to fulfill the goal;

B. The contractor has demonstrated that insufficient apprentices are available to meet the ~~E~~CAP utilization goals;

C. The reasonable and necessary requirements of the contract render apprentice utilization infeasible at the required levels;

D. There exists a disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum level of apprentice participation;

E. There are no evening classes within 30 miles, or day classes within 100 miles, of the job site that the apprentice can attend to meet the school requirements of their apprenticeship;

F. To the extent that apprentice labor hour goals are in conflict with funding agreements in place, including federal aid projects, in connection with the public work; or

G. For reasons deemed appropriate by the County Executive and not inconsistent with the purpose and goals of this chapter. (Ord. 2019-079 Exh. A).

3.72.060 Monitoring.

The County shall implement a system for monitoring the actual use of apprentices in construction projects subject to this chapter. Such monitoring shall include identifying individual apprentices by name and Washington State apprenticeship registration number; reviewing documents provided by the contractor showing total apprentice labor hours; determining the apprentice hours worked by minorities, disadvantaged youth, and women, and, as available, persons with disabilities and economically disadvantaged youth; and assessing whether the contractor has complied with the apprenticeship requirement established in its contract. (Ord. 2019-079 Exh. A).

3.72.070 Reporting.

The County executive shall report to the County council annually upon the use of apprentices for public work projects. The report shall include, to the extent it is available:

A. The percentage of labor hours actually worked by apprentices on each project and the total number of labor hours on each project;

B. The number of apprentices by contractor broken down by trade and craft category;

C. The number and percentage of minorities, women, persons with disabilities and disadvantaged youth utilized as apprentices on each project;

D. The number of new apprentices indentured during the reporting year as a result of the County's apprenticeship requirements;

E. The percentage of apprentices in training on County projects who have graduated to journey level during the reporting year; and

F. All exemptions and waivers granted under WCC 3.72.050. (Ord. 2019-079 Exh. A).

3.72.080 Remedies.

Failure by a contractor to comply with established apprenticeship requirements, unless otherwise waived or excused in writing by the County executive pursuant to WCC 3.72.050, shall be deemed a breach of contract for which the County shall be entitled to all remedies allowed by law and under the contract. Failure to comply with the apprenticeship requirements may also be considered evidence bearing on a contractor's qualification for award of future contracts with the County. (Ord. 2019-079 Exh. A).

3.72.090 Emergencies.

This chapter shall not apply in the event of an emergency or for public work related to a declared emergency. For the purposes of this section, "emergency" means unforeseen circumstances beyond the control of the County that either: (A) present an immediate threat to the proper performance of essential functions; or (B) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. (Ord. 2019-079 Exh. A).

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

Whatcom County

Agenda Bill Master Report

File Number: AB2019-285

File ID:	AB2019-285	**Version:**	1	**Status:**	Adopted
File Created:	05/06/2019	**Entered by:**	DBrown@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Ordinance		
Assigned to:	Council			**Final Action:**	11/19/2019
Agenda Date:	11/19/2019			**Enactment #:**	ORD 2019-079

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Title 3, requiring that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons

*** 11/22/2019 The Executive Declined to Sign

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code Title 3, requiring that public funds used for construction projects do double duty by also providing apprentices with job training hours to meet the requirements necessary to become the next generation of skilled trades persons

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/07/2019	Council	INTRODUCED	Council
	Aye: 6	Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu	
	Nay: 1	Byrd	
	Absent: 0		
06/04/2019	Council Special Committee of the Whole	HELD IN COMMITTEE	Council Special Committee of the Whole
	Aye: 6	Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu	

	Nay:	1	Brenner
	Absent:	0	

06/18/2019	Council Special Committee of the Whole		WITHDRAWN
11/06/2019	Council		INTRODUCED FOR PUBLIC HEARING Council
	Aye:	7	Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu
	Nay:	0	
	Absent:	0	
11/19/2019	Council		ADOPTED
	Aye:	4	Browne, Donovan, Frazey, and Sidhu
	Nay:	2	Brenner, and Byrd
	Absent:	1	Buchanan

PROPOSED BY: **BROWNE, DONOVAN, SIDHU**
INTRODUCTION DATE: **MAY 7, 2019**

ORDINANCE NO. 2019-079

AMENDING WHATCOM COUNTY CODE TITLE 3, REQUIRING THAT PUBLIC FUNDS USED FOR CONSTRUCTION PROJECTS DO DOUBLE DUTY BY ALSO PROVIDING APPRENTICES WITH JOB TRAINING HOURS TO MEET THE REQUIREMENTS NECESSARY TO BECOME THE NEXT GENERATION OF SKILLED TRADES PERSONS

WHEREAS, a highly skilled workforce is essential for enhancing economic growth and the continued prosperity of all our citizens; and

WHEREAS, shortages of skilled construction workers limit job growth and affect our economy. This "skills gap" problem will continue to grow, due to the large numbers of skilled worker retirements and increased construction activity; and

WHEREAS, the Aspen Institute and others have identified that the number one reason over 50% of apprentices fail to complete their training is they don't get enough on the job training hours to meet the certification requirements in a reasonable time and recommends that it is good public policy to use public works contracts to provide apprentices with the job training hours necessary to graduate; and

WHEREAS, the responsibility to train the next generation of skilled workers rests with both the public and private sectors and must be done before too much of the knowledge and experience of existing skilled workers is lost due to retirements; and

WHEREAS, apprenticeship is a proven, highly-effective training model allowing entry-level workers to gain experience in a highly skilled occupation through a combination of on-the-job training and classroom instruction; and

WHEREAS, growing participation in apprenticeship programs today will ensure a viable workforce in the construction trade industry tomorrow; and

WHEREAS, growing participation and establishing robust apprenticeship programs will provide a clear pathway for a large segment of high school graduates seeking family wage careers and will create a greater pool of skilled workers for all contractors, organized or independent; and

WHEREAS, Washington's traditional sources of high-wage, low-skilled work (forests and factories) are declining due to automation and global trade. For there to be an increase in wages, there needs to be both an increase in the use of technology and highly-skilled workers. If employers cannot find trained workers in Whatcom County, they will look to other places to locate their business facilities and create jobs; and

WHEREAS, apprenticeship programs can provide opportunity for disadvantaged youth and other individuals whose education has been disrupted to "learn and earn" their way to career path that offers the promise of a stable family wage future; and

WHEREAS, women and racial minorities have traditionally been under represented within the skilled trades; and

WHEREAS, Whatcom County is committed to working in partnership with labor, business and the Washington State Apprenticeship and Training Council to create a skilled workforce that reflects the diversity of our population and promotes community development; and

WHEREAS, Whatcom County aspires to have the percentages of apprentices who are women, disadvantaged youth, and those who are racial minorities be more reflective of the makeup of the County's population; and

WHEREAS, the need to provide more family-wage jobs is reflected in the County's Comprehensive Plan, and the County is seeking to encourage cooperative educational opportunities responsive to the changing needs of the workplace, both locally while increasing economic stability throughout Whatcom County; and

WHEREAS, since the 1990s, city, county, and port governments in Washington State have proven that apprenticeship utilization programs increase the number of people training as registered apprentices; and

WHEREAS, with RCW 39.04.320 the Washington State Legislature recognized in 2005 the importance of apprenticeship training programs and expanded requirements that state agencies require 15% of total labor hour be performed by approved apprentices for projects that cost $1 million or more; and

WHEREAS, between 2006 and 2009, the number of registered apprentices actively training in Washington doubled after the state legislature expanded apprentice utilization in state public works contracting, with building and construction trades leading the way; and

WHEREAS, since 2012 all contractors operating in Whatcom County seeking to win state funded public works contracts are already required by RCW 39.04.320 to ensure that no less than fifteen percent of the labor hours will be performed by apprentices on projects for school districts and four-year institutions of higher education estimated to cost one million dollars or more; and

WHEREAS, a joint study from Washington General Administration and the Washington Department of Labor and Industries concluded that the state's apprentice utilization program is successful; and

WHEREAS, the County finds that it would be in the best interests of the public health, safety and welfare for the County to implement an apprenticeship utilization goal which encourages employment of apprentices by requiring minimum level of 15% apprentice employment as a requirement in the awarding of qualifying public works construction contracts greater than $1,000,000.

NOW, THEREFORE, BE IT RESOLVED, that the County Code shall be amended to include a new chapter "CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS" as detailed in the attached Exhibit A; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that should the City of Bellingham adopt a similar apprenticeship requirement language in the future that Whatcom County shall consult with the City of Bellingham for the purpose of harmonizing City and County code requirements.

ADOPTED this 19th day of November, 2019.

ATTEST:

Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Rud Browne, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

Civil Deputy Prosecutor

WHATCOM COUNTY, WASHINGTON

***

Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: _____

Declined To Sign. JL

*** 11/22/2019 The Executive Declined to Sign

EXHIBIT A

Whatcom County Code Chapter X.XX
CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS

Sections:

X.XX.010 Definitions
X.XX.020 Use of apprentices required for public works
X.XX.030 Administration
X.XX.040 EAP utilization plan
X.XX.050 Exceptions and waivers
X.XX.060 Monitoring
X.XX.070 Reporting
X.XX.080 Remedies
X.XX.090 Emergencies

X.XX.010 Definitions.

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

(1) "Apprentice" means an apprentice registered in an Approved Apprenticeship Program.

(2) "Approved Apprenticeship Program" means an apprenticeship training program which is approved or recognized by the Washington State Apprenticeship and Training Council.

(3) "Contractor" means a person, corporation, partnership, limited liability company, or joint venture entering into a contract with the County to construct a public work.

(4) "Labor hours" refers to the total number of hours worked by workers receiving an hourly wage who are employed directly and by subcontractors upon the public works project and who are subject to state or federal prevailing wage requirements, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed-upon change order.

(5) "Minimum Apprentice Labor Hours" refers to labor hours actually worked on a public works project by apprentices expressed as a percentage of total labor hours. The minimum percentage of apprentice labor hours by project shall be:

a. For contracts less than $1,000,000 there shall be no requirement;
b. For contracts advertised for bid before January 1, 2021 there shall be no requirement;
c. For contracts advertised for bid on or after January 1, 2021 estimated to cost three million dollars or more, no less than ten percent of the labor hours shall be performed by Apprentices.
d. For contracts advertised for bid on or after January 1, 2022 estimated to cost two million dollars or more, no less than twelve percent of the labor hours shall be performed by Apprentices.

e. For contracts advertised for bid on or after January 1, 2023, estimated to cost one million dollars or more, no less than fifteen percent of the labor hours shall be performed by Apprentices.

(6) "Employee apprenticeship program (EAP)" refers to the requirements of this chapter and any administrative regulations applicable thereto.

(7) "EAP coordinator" refers to the person designated by the County Executive to administer and coordinate the employee apprenticeship program.

(8) "EAP utilization plan" refers to the plan for utilization of apprenticeship labor in a public work project.

(9) "Estimated cost" shall mean the anticipated cost of a public work, as determined by the County, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

(10) "Notice to proceed" refers to the written authorization to the contractor under the public work contract to commence work.

(11) "Public work" refers to all County funded construction projects that constitute a public work pursuant to RCW 39.04.010 as now or hereafter amended and estimated to cost $1,000,000 or more.

(12) "Subcontractor" means a person, corporation, partnership, limited liability company, or joint venture that has contracted with the contractor to perform all or part of the work to construct a public work by a contractor.

X.XX.020 Use of apprentices required for public works.

Apprentices shall be utilized on the construction of all public works in accordance with this chapter.

X.XX.030 Administration.

(1) Apprenticeship Program Goal.
All contractors and subcontractors constructing or involved with the construction of public works, and all service providers involved with the construction of a public work, shall ensure that the combined Minimum Apprentice Labor Hours applicable for the size and bid date of the contract are performed by Apprentices.

(2) Contract Requirements.
Contracts for such construction projects shall include provisions detailing the apprentice labor requirements. The EAP coordinator shall develop the necessary bid documents and contract specification language to implement the requirements of this chapter.

(3) Submission of EAP Utilization Plan.
All contractors shall submit an EAP utilization plan and shall meet with the EAP coordinator to review said EAP utilization plan prior to being issued a notice to proceed. Failure to submit an EAP utilization plan may be grounds for the County to

withhold remittance of a progress payment until such plan is received from the responsible contractor. A meeting with the EAP coordinator prior to issuance of a notice to proceed shall be excused only when the EAP coordinator is unavailable to meet prior to the scheduled date for issuance of the notice to proceed and the contractor and the EAP coordinator have otherwise scheduled a meeting for the coordinator to review the contractor's plan. The contractor shall be responsible for meeting the EAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by subcontractors. To the extent practical, the contractor shall recruit apprentices from multiple trades or crafts.

X.XX.040 EAP utilization plan.

The EAP utilization plan shall meet the following requirements:

(1) Shall be submitted on forms prepared or approved by the EAP coordinator;
(2) Shall specify the planned labor hours for each trade or craft;
(3) Shall provide for quarterly reports, as well as a final report, indicating the total labor hours and the apprenticeship hours utilized by the contractor and all subcontractors on the project; and
(4) Shall include a description of how the contractor will satisfy the EAP utilization goal on the particular public work project and include a summary of outreach and recruitment procedures to hire apprentices to work on the project.

X.XX.050 Exceptions and waivers.

During the term of a construction contract subject to this chapter, the County may reduce or waive the apprentice labor hour goals upon determination that:

(1) The contractor has demonstrated that it has utilized best efforts to meet the established percentage requirement but remains unable to fulfill the goal;
(2) The contractor has demonstrated that insufficient apprentices are available to meet the EAP utilization goals;
(3) The reasonable and necessary requirements of the contract render apprentice utilization infeasible at the required levels;
(4) There exists a disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum level of apprentice participation;
(5) There is no evening classes within 30 miles, or day classes within a 100 miles of the job site that the Apprentice can attend to meet the school requirements of their apprenticeship;
(6) To the extent that apprentice labor hour goals are in conflict with funding agreements in place, including federal aid projects, in connection with the public work; or
(7) For reasons deemed appropriate by the County Executive and not inconsistent with the purpose and goals of this chapter.

X.XX.060 Monitoring.

The County shall implement a system for monitoring the actual use of apprentices in construction projects subject to this chapter. Such monitoring shall include identifying individual apprentices by name and Washington State apprenticeship registration number; reviewing documents provided by the contractor showing total apprentice labor hours; determining the apprentice hours worked by minorities, disadvantaged youth, and women,

and as available, persons with disabilities and economically disadvantaged youth; and assessing whether the contractor has complied with the apprenticeship requirement established in its contract.

X.XX.070 Reporting.

The County Executive shall report to the County Council annually upon the use of apprentices for public work projects. The report shall include, to the extent it is available:

(1) The percentage of labor hours actually worked by apprentices on each project and the total number of labor hours on each project;
(2) The number of apprentices by contractor broken down by trade and craft category;
(3) The number and percentage of minorities, women, persons with disabilities and disadvantaged youth utilized as apprentices on each project;
(4) The number of new apprentices indentured during the reporting year as a result of the County's apprenticeship requirements; and
(5) The percentage of apprentices in training on County projects who have graduated to journey level during the reporting year.
(6) All exemptions and waivers granted under section X.XX.050

X.XX.080 Remedies.

Failure by a contractor to comply with established apprenticeship requirements, unless otherwise waived or excused in writing by the County Executive pursuant to X.XX.050, shall be deemed a breach of contract for which the County shall be entitled to all remedies allowed by law and under the contract. Failure to comply with the apprenticeship requirements may also be considered evidence bearing on a contractor's qualification for award of future contracts with the County.

X.XX.090 Emergencies.

This chapter shall not apply in the event of an emergency. For the purposes of this section, "emergency" means unforeseen circumstances beyond the control of the County that either: (a) present an immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-489

File ID:	AB2022-489	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/31/2022	**Entered by:**	CStrong@co.whatcom.wa.us		
Department:	Planning and Development Services Department	**File Type:**	Ordinance Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Ordinance adopting various amendments to WCC Title 20, Zoning; Chapter 20.51 - Lake Whatcom Watershed Overlay District and Chapter 20.71 - Water Resource Protection Overlay District, and other references to the Department of Ecology Stormwater Manual

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Proposed amendments to the Lake Whatcom Watershed Overlay District (WCC 20.51), Water Resource Protection Overlay District (WCC Chapter 20.71), and various WCC code provisions addressing how the stormwater manual is referenced and approved for County use.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Report, Draft Ordinance, Exhibit A

Whatcom County
Planning & Development Services
Staff Report to Council

Various Amendments to WCC Title 20 (Zoning), Chapters 20.51 (Lake Whatcom Watershed Overlay District) and 20.71 (Water Resource Protection Overlay District), and Other References to the Department of Ecology Stormwater Manual

I. File Information

File #: PLN2021-00008

File Name: Amendments to the Watershed Protection Overlay Districts

Applicant: Whatcom County Planning and Development Services (PDS)

Project Summary: Proposed amendments to the Lake Whatcom Watershed Overlay District (WCC 20.51), Water Resource Protection Overlay District (WCC Chapter 20.71), and various WCC code provisions addressing how the stormwater manual is referenced and approved for County use.

Location: Countywide, though primarily in the Watershed Protection Overlay Districts (Lakes Whatcom, Padden, and Samish)

Staff Recommendation: Planning and Development Services recommends that the Council approve the proposed amendments.

Attachments: Exhibit A (proposed amendments)

II. Background/Overview

Whatcom County has three geographic areas whose zoning is overlain by Watershed Overlay Districts:

- The Lake Whatcom Watershed Overlay District (WCC Chapter 20.51) covers the Lake Whatcom watershed; and,
- The Water Resource Protection Overlay District (WCC Chapter 20.71) covers the Lakes Samish and Padden watersheds.

These overlay districts modify the underlying zoning by further restricting certain types of uses, adding additional development and stormwater regulations and standards, and regulating the removal of trees and tree canopy, all of which are designed to further protect our lakes' water quality and, in Lake Whatcom's case, the primary source of the City of Bellingham's drinking water.

In 2021, and sponsored by Councilmember Donovan, Council placed on the docket item PLN2021-00008, directing staff to:

> Amend the Lake Whatcom Watershed Overlay District (WCC 20.51) and the definition of significant tree (WCC 20.97.436.4) to improve compliance with the Total Maximum Daily Load

by further reducing phosphorus loading impacts from development and improve tree protection measures.

To better understand the intent of the docket item, staff spoke with CM Donovan and staff at Re Sources, with whom CM Donovan worked in developing docket item PLN2021-00008. Three specific issues were identified:

- Lower the threshold of how much new hard surface area is exempt from installing a permanent stormwater management system (see WCC 20.51.420(1)(c));
- Lower the amount of tree canopy that can be removed on lots greater than 3 acres when not associated with development (see WCC 20.51.430(5) & 20.71.354(5); and,
- Reduce the size of what's defined as a significant tree (see WCC 20.97.419).

The code was reviewed for these possible amendments (discussed further below). In doing so, other issues, such as grammar, code construction, unused code, and outdated titles were identified. Most of the proposed amendments shown in Exhibit A are to fix those types of issues. Four additional policy issues were identified and are discussed below.

Some of the language of the Lake Whatcom Watershed Overlay District is also found in the Watershed Protection Overlay District, and if amendments are made in one, they should also be mimicked in the other to ensure consistency of regulations. A review of the Watershed Protection Overlay District was completed and amendments are proposed to both so that the language remains consistent.

And lastly, at Public Works' request, staff proposes to amend the definition of "current stormwater manual," also discussed below.

The Planning Commission held a public hearing on May 12, 2022, followed by discussions at three subsequent meetings.

III. Amendments

Please refer to Exhibit A to review the proposed amendments, most of which are to fix grammar, code construction, unused code, outdated titles, etc., and are explained therein. The following are the rationale for the potential policy amendments identified.

Policy Issues

1. In the Lake Whatcom Watershed Overlay district, lowering the threshold of how much new hard surface area is exempt from installing a permanent stormwater management system

In the Lake Whatcom Watershed Overlay District most activities are subject to permanent stormwater management system requirements, though there are a handful of activities exempt from this requirement (WCC 20.51.420(1)). One of these is "projects, work, or activities that will create less than 501 sq. ft. of previously nonexistent hard surface area" (see Exhibit A, 20.51.420(1)(c)(i).) Re Sources initially suggested this be reduced to 120 square feet so as to be consistent with the City of Bellingham's threshold[1]. Note, however, that Bellingham's 120 sq. ft. is based on their building code's exemption for

[1] BMC 15.42.060(A)(1): The following new development shall comply with Minimum Requirements No. 1 through No. 5 within subsection (F) of this section: (e) Developments within the Lake Whatcom watershed that create or add 120 square feet or greater, of new, replaced or new plus replaced hard surface area.

structures 120 sq. ft. or less; Whatcom County's exemption is for structures 200 sq. ft. or less. The Planning Commission recommended lowering this threshold to 200 sq. ft., as shown in Exhibit A.

2. Reduce the amount of tree canopy that can be removed, both when and when not associated with development activity

In both the Lake Whatcom Watershed Overlay District and the Water Resource Protection Overlay District significant tree canopy removal, either associated with or not associated with development activity is limited to 35%[2] or 5,000 square feet, whichever is *greater*[3] (See Exhibit A, §20.51.430(5), §20.51.440(3), §20.71.354(5)), §20.71.356(3)). However, there has been concern that not enough tree canopy is being retained.

The Planning Commission discussed this issue in detail and considered several different ways of addressing tree removal allowances, including:

- Calculating removal allowance by percent of existing canopy (existing method)
- Calculating removal allowance by percent of lot size (would be a new method)
- Regulating how much canopy must be retained (would be a new method)

In the end, they decided on a combination method, calculating removal allowance by percent of existing canopy and lot size, but lowering the removal allowance, especially on larger lots. For tree removal *not associated with development activity* they propose a removal allowance of 20%, though not to exceed 14,000 square feet, of the existing canopy. This would slightly lower what can be removed for smaller lots, but limit removal to 14,000 square feet, which would significantly reduce tree removal on larger (3+ acres) lots. For tree removal *associated with development activity* they propose to allow removal up to a certain percentage of existing canopy or 5,000 square feet, whichever is greater. The percentage would decrease as lot size increases, as follows:

Tree Canopy Removal Allowances when Associated with Development

Lot Size (acres)	Canopy Removal Allowance (percentage of existing canopy)
Less than 1	35%
1 to less than 3	30%
3 to less than 10	20%
10 or greater	15%

This would allow property owners of smaller lots to obtain a building area of 14,000 square feet while greatly reducing the amount of canopy that can be removed from larger lots.

The tree canopy removal allowances only apply outside of shoreline jurisdiction. Within 200' of the ordinary high water mark, WCC Title 23 (Shoreline Management Program) has its own vegetation management and view protection regulations, which are generally stricter than those of the watershed overlay districts.

[2] This 35% allowance was originally chosen as it comes from the Department of Ecology's Stormwater Manual, which assumes that one can remove 35% of the tree canopy without increasing stormwater runoff quantity or decreasing runoff quality.

[3] Note that this does not apply to nonconversion forest practices, which are regulated by the Department of Natural Resources.

3. Reduce the size of what's defined as a significant tree

Some thought that we should reduce the size of what's considered a significant tree (see WCC 20.97.419), thinking that this may protect more tree canopy. However, upon further discussion it was understood that doing so wouldn't make much of a difference since measured canopy already includes trees of all sizes. Though tree canopy is currently measured based on the larger trees, smaller trees generally grow interspersed amongst the larger trees. Including smaller trees wouldn't really add to the overall measurement of area. The Planning Commission agreed. Therefore, this amendment is not proposed.

4. Should the penalties for removing trees without a permit be increased?

The Commission was concerned that the penalty for removing trees without a permit is not enough of a deterrent. Currently the penalty is to replant trees (unspecified types or size) at a 3:1 ratio, with a *possible* fine (up to $1,000/day per violation). However, they were concerned that having to replant three seedlings wouldn't deter someone who removed more significant trees than the code allows. Thus, they have developed some standards for tree size and planting methods and recommend that fines be mandatory (not left up to the PDS Director) and that financial sureties be posted to help ensure that the trees survive. These proposed new standards can be found in §20.51.430(7), 20.51.440(7), 20.71.354(7), and 20.71.356(7).

5. Should public stormwater improvement projects be exempt from installing permanent stormwater management systems in the Lake Whatcom Watershed Overlay district?

There are a handful of activities exempt from having to install permanent stormwater management systems (WCC 20.51.420(1)). It's been suggested that when Public Works installs a stormwater improvement project, the project shouldn't have to be reviewed by PDS for compliance with these regulations (as they currently are), since that's exactly what they're doing: installing permanent stormwater management systems. So, for Council's consideration staff is proposing to add these types of projects to the exempt list as WCC 20.51.420(1)(f).

6. Definition of Stormwater Manual

Throughout the code, and in particular the stormwater code (WCC 20.80.630, *et seq*.), it refers to the "2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington, as amended" as the controlling manual, with "as amended" included so that as new manuals were published they would automatically be the controlling manual.

However, Public Works has raised the issue that there is a lag time between when an updated DOE manual is published and when their staff gets trained on its use. Therefore, they would like: (1) to amend the definition of "current stormwater manual" (§20.97.091.1) to indicate that the version we use is the "County Engineer approved" manual; and (2) to change all references throughout the code to "the current stormwater manual."

This would mean that once DOE publishes a new manual, rather than it automatically be the controlling manual, the County Engineer would need to approve its use for Whatcom County, which presumably would occur shortly after it's published and after staff is trained on its use.

Also note that throughout the code, it is proposed to replace "impervious surface" with "hard surface," as that is the term used in the DOE Stormwater Manual now.

7. Deletion of unused sections

There a several sections of code that are never used and are proposed to be removed. These include:

- 20.51.440(5) & 20.71.356(5) (Tree Canopy Credits) – Never used.
- 20.51.440(6) & 20.71.356(6) (Tree Replacement Requirements) – Never used. Subsection (3) already says one has to retain 65% of the canopy, but doesn't require replacement for that amount. This would only come into play if we were to allow them to exceed the 35%, which we don't want to do, and is already covered by the enforcement section.
- 20.51.440(8) & 20.71.356(8) (Tree Canopy Retention Modifications) – Never used. This section is directed more at large scale developments such as subdivisions or Planned Unit Developments (which are not allowed in the Lake Whatcom watershed).
- 20.51.440(9) & 20.71.356(9) and throughout (Street Trees) – None of the street tree rules are ever used as there are no street trees in the county outside of Urban Growth Areas.

IV. Comprehensive Plan Evaluation

The proposed amendments are consistent with Comprehensive Plan's:

- Goal 2D: "Refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner."
- Goal 10-J: Prioritize the Lake Whatcom watershed as an area in which to minimize development, repair existing stormwater problems (specifically for phosphorus), and ensure forestry practices do not negatively impact water quality. Provide sufficient funding and support to be successful.
- Policy 10J-8: Continue to develop and refine structural and non-structural best management practices (BMPs), both voluntary and required, to minimize development impacts within the Lake Whatcom watershed.
- Policy 10J-12: Review and modify (as needed) the current development review process for projects in the Lake Whatcom Watershed to ensure coordination with other jurisdictions to streamline regulations that improve and protect water quality.
- Goal 10F: Protect and enhance water quantity and quality and promote sustainable and efficient use of water resources.
- Policy 10F-1: Maintain as a high priority the protection of water quality and quantity.
- Policy 10F-2: Actively participate in and support efforts to coordinate local, federal, tribal, and state agencies to achieve integration and/or consistency between the various levels of environmental regulations relating to the County.
- Policy 10F-3: Work cooperatively with Federal, State, and local jurisdictions, Tribal governments, municipal corporations, and the public to implement the goals and policies of the Comprehensive Plan as well as state water resources and water quality laws.
- Policy 10F-7: Pursue the most effective methods for protecting water quantity and quality, through both regulatory (e.g. zoning, enforcement, fines) and non-regulatory approaches (education, incentives, and technical/financial assistance). Emphasis shall be placed on non-regulatory approaches where possible and effective.
- Policy 10F-9: In conjunction with all jurisdictions, develop and adopt programs to protect water quality and quantity within watersheds, aquifers, and marine waterbodies that cross jurisdictional boundaries.

- Goal 10G: Protect and enhance Whatcom County's surface water and groundwater quality and quantity for current and future generations.
- Policy 10G-1: Manage surface water systems on a watershed basis.
- Policy 10G-6: Pursue the adoption and implementation of ground and/or surface water management plans and their integration into local comprehensive plans. Designate the Lake Whatcom and Lake Samish Watersheds as high priorities in this effort.
- Goal 10H: Protect water resources and natural drainage systems by controlling the quality and quantity of stormwater runoff.
- Policy 10H-9: Develop and administer stormwater management standards as required by the NPDES Phase II Permit.
- Policy 10H-11: Place a high priority on integrating impervious surface reduction incentives into policies, regulations, and standards.

V. Draft Findings of Fact and Reasons for Action

Staff recommends the Council adopts the following findings of fact and reasons for action:

1. The Whatcom County Council placed on the annual docket item PLN2021-00008, directing staff to "amend the Lake Whatcom Watershed Overlay District (WCC 20.51) and the definition of significant tree (WCC 20.97.436.4) to improve compliance with the Total Maximum Daily Load by further reducing phosphorus loading impacts from development and improve tree protection measures."
2. Whatcom County Planning and Development Services has submitted an application to make various amendments to Whatcom County Code (WCC) Title 20 Zoning to consider such amendments.
3. As some of the language of the Lake Whatcom Watershed Overlay District is also found in the Watershed Protection Overlay District, for consistency's sake amendments to language in one watershed overlay district are also being made in the other so as to remain consistent.
4. In considering such amendments, Council reviewed the Lake Whatcom Watershed Overlay District and Water Resource Protection Overlay District codes for other issues, such as grammar, code construction, unused code, outdated titles, etc. Most of the proposed amendments shown in Exhibit A are to fix those types of issues.
5. Regarding Policy Issue #1: Reducing the threshold of how much new hard surface area is exempt from installing a permanent stormwater management system in the Lake Whatcom Watershed Overlay district from 501 to 201 sq. ft. would cause more stormwater to be treated through a stormwater system, thus reducing the amount of contaminants reaching Lake Whatcom.
6. Regarding Policy Issue #2: In all the watershed overlay districts, reducing the amount of tree canopy that can be removed on larger lots would preclude multiple acres of trees being cleared when not associated with development activity. This would reduce stormwater impacts on the lakes.
7. Regarding Policy Issue #3: In the Lake Whatcom Watershed Overlay District it is duplicative and therefore unnecessary for PDS to review and ensure permanent stormwater facilities are installed for public stormwater improvement projects.

8. Regarding Policy Issue #4: Public Works has requested that Council amend the definition of "current stormwater manual" and to reference it throughout the code, so that when the Department of Ecology publishes a new stormwater manual the County Engineer must first approve its use in Whatcom County, as this would give staff time to train on its use.
9. Regarding Policy Issue #5: In all the watershed overlay districts, there are several sections that are never used and therefore unnecessary.
10. Regarding Policy Issue #6: Reducing the size of what's defined as a significant tree is found to be unnecessary, as the canopy of smaller trees interspersed with the larger ones would not significantly increase (and therefore retain more) canopy.
11. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on April 27, 2022. No comments were received.
12. Notice of the subject amendment was submitted to the Washington State Department of Commerce on April 20, 2022, for their 60-day review. No comments have been received.
13. The Planning Commission held a duly noticed public hearing on the proposed amendments on May 12, 2022.
14. The County Council held a duly noticed public hearing on the proposed amendments on _____, 2022.
15. The amendments are consistent with Comprehensive Plan goals and policies listed under section IV, Comprehensive Plan Evaluation.
16. The amendments are consistent with the Growth Management Act, Whatcom County Comprehensive Plan, Chapter 314-55 WAC, and other applicable requirements.
17. The proposed amendments reflect current local circumstances and promote the general public health, safety, morals, and welfare.

VI. Proposed Conclusions

1. The amendments are consistent with the Whatcom County Comprehensive Plan.
2. The amendments are in the public interest.

VII. Recommendation

The Planning Commission and Planning and Development Services recommends that the County Council approve the proposed amendments as shown in Exhibit A.

PROPOSED BY: _____
INTRODUCTION DATE: _____

ORDINANCE NO. _____

ADOPTING VARIOUS AMENDMENTS TO WCC TITLE 20 (ZONING), CHAPTERS 20.51 (LAKE WHATCOM WATERSHED OVERLAY DISTRICT) AND 20.71 (WATER RESOURCE PROTECTION OVERLAY DISTRICT), AND OTHER REFERENCES TO THE DEPARTMENT OF ECOLOGY STORMWATER MANUAL

WHEREAS, The Whatcom County Council placed on the annual docket item PLN2021-00008, directing staff to "amend the Lake Whatcom Watershed Overlay District (WCC 20.51) and the definition of significant tree (WCC 20.97.436.4) to improve compliance with the Total Maximum Daily Load by further reducing phosphorus loading impacts from development and improve tree protection measures."

WHEREAS, Whatcom County has three geographic areas whose zoning is overlain by Watershed Overlay Districts, which modify the underlying zoning by further restricting certain types of uses, adding additional development and stormwater regulations and standards, and regulating the removal of trees and tree canopy, all of which are designed to further protect our lakes' water quality and, in Lake Whatcom's case, the primary source of the City of Bellingham's drinking water.

WHEREAS, there is public concern that too many trees continue to be removed from the watersheds, which negatively affects water quality as trees contribute greatly to stormwater infiltration and sediment and contaminant removal.

WHEREAS,

pursuant to the Washington State Constitution, the general police powers granted to counties empower and authorize Whatcom County to adopt land use controls to provide for the regulation of land uses within the County and to provide that such uses shall be consistent with applicable law; and,

FINDINGS OF FACT

1. The Whatcom County Council placed on the annual docket item PLN2021-00008, directing staff to "amend the Lake Whatcom Watershed Overlay District (WCC 20.51) and the definition of significant tree (WCC 20.97.436.4) to improve compliance with the Total Maximum Daily Load by further reducing phosphorus loading impacts from development and improve tree protection measures."
2. Whatcom County Planning and Development Services has submitted an application to make various amendments to Whatcom County Code (WCC) Title 20 Zoning to consider such amendments.
3. As some of the language of the Lake Whatcom Watershed Overlay District is also found in the Watershed Protection Overlay District, for consistency's sake amendments to language in one watershed overlay district are also being made in the other so as to remain consistent.
4. In considering such amendments, Council reviewed the Lake Whatcom Watershed Overlay District and Water Resource Protection Overlay District codes for other issues, such as grammar, code construction, unused code, outdated titles, etc. Most of the proposed amendments shown in Exhibit A are to fix those types of issues.
5. Regarding Policy Issue #1: Reducing the threshold of how much new hard surface area is exempt from installing a permanent stormwater management system in the Lake Whatcom Watershed

Overlay district from 501 to 201 sq. ft. would cause more stormwater to be treated through a stormwater system, thus reducing the amount of contaminants reaching Lake Whatcom.

6. Regarding Policy Issue #2: In all the watershed overlay districts, reducing the amount of tree canopy that can be removed would preclude multiple acres of trees being cleared, which would reduce stormwater impacts on the lakes.
7. Regarding Policy Issue #3: In the Lake Whatcom Watershed Overlay District it is duplicative and therefore unnecessary for PDS to review and ensure permanent stormwater facilities are installed for public stormwater improvement projects.
8. Regarding Policy Issue #4: Public Works has requested that Council amend the definition of "current stormwater manual" and to reference it throughout the code, so that when the Department of Ecology publishes a new stormwater manual the County Engineer must first approve its use in Whatcom County, as this would give staff time to train on its use.
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12. Notice of the subject amendment was submitted to the Washington State Department of Commerce on April 20, 2022, for their 60-day review. No comments have been received.
13. The Planning Commission held a duly noticed public hearing on the proposed amendments on May 12, 2022, and discussed these amendments at three subsequent meetings.
14. The County Council held a duly noticed public hearing on the proposed amendments on September 27, 2022.
15. The amendments are consistent with Comprehensive Plan goals and policies listed under section IV, Comprehensive Plan Evaluation, of the staff report.
16. The amendments are consistent with the Growth Management Act, Whatcom County Comprehensive Plan, Chapter 314-55 WAC, and other applicable requirements.
17. The proposed amendments reflect current local circumstances and promote the general public health, safety, morals, and welfare.

CONCLUSIONS

1. The amendments are consistent with the Whatcom County Comprehensive Plan.
2. The amendments are in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

ADOPTED this _____ day of _____, 2022.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

_____ _____

Dana Brown-Davis, Council Clerk Barry Buchannan, Council Chair

APPROVED as to form: ( ) Approved ( ) Denied

_____ _____

Civil Deputy Prosecutor Satpal Sidhu, Executive

Date: _____

Exhibit A: Proposed Amendments to the Lake Whatcom and Watershed Resource Protection Overlay Districts and the Stormwater Regulations

P/C Recommended Version, July 14, 2022

Chapter 20.51 Lake Whatcom Overlay District

20.51.010 Purpose.
The Lake Whatcom Watershed Overlay District is intended to manage and treat stormwater runoff and establish more stringent standards on clearing activities and reduce the phosphorus loading into Lake Whatcom, in order to preserve and protect a unique and important water resource, Lake Whatcom. This district is designed to protect the long-term viability of Lake Whatcom as a drinking water source, and to comply with the requirements set forth by the Washington State Department of Ecology through the pending Lake Whatcom total maximum daily load (TMDL) by limiting the phosphorus loading into Lake Whatcom that results from land disturbing or conversion projects and work, and reduces phosphorus loading from existing sources.

20.51.030 Area and Applicability.
(1) The Lake Whatcom Watershed Overlay District is an overlay zone that covers the entire geographic area of the Lake Whatcom watershed within Whatcom County's jurisdiction, and applies to all land disturbing or conversion projects, work, or activities within the overlay zone.
(2) In the event that the provisions of this chapter conflict with the provisions of the Shoreline Management Program (WCC Title 23), Chapter 16.16 WCC, Critical Areas, the Whatcom County Development Standards, the provisions of the underlying zoning district, or other applicable County policies or regulations, then the most restrictive shall apply; provided, that the minimum setback provisions established in WCC 20.51.340 shall prevail.

20.51.040 Conformance.
The provisions of this chapter overlay other permit and approval requirements of the Whatcom County Code. All use and development shall conform to all relevant requirements and standards of:
(1) WCC Title 20, Zoning, except as modified by this chapter;
(2) The International Building and Fire Codes;
(3) Whatcom County Critical Areas Ordinance, Chapter 16.16 WCC;
(4) Flood damage prevention, WCC Title 17;
(5) Subdivision, WCC Title 21, except as modified by this chapter;
(6) The current Stormwater Manual, as amended and modified by this chapter;
(7) WCC Title 23, Shoreline Management Program;
(8) WCC Title 24, Health Code; and
(9) All other applicable official controls.

20.51.050 Permitted Uses.
All permitted uses in the underlying zone districts are permitted except as expressly prohibited, made conditional, or further conditioned by this chapter.
.051 Private noncommercial greenhouses less than 250 square feet.

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Commented [CES1]: POLICY ISSUE #4 (in staff report): Public Works has requested that all references to "the current stormwater manual," and that the County Engineer need approve a new manual prior to its use so as to give time for training on it.

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20.51.060 Accessory Uses.
All accessory uses in the underlying zone districts are permitted except as expressly prohibited or made conditional, or further conditioned by this chapter.

20.51.070 Conditional Uses.
All conditional uses in the underlying zone districts shall remain conditional uses unless expressly prohibited, made conditional, or further conditioned by this chapter. In addition, the following uses shall only be conditionally permitted:

.071 On-site storage facilities for hazardous wastes associated with permitted uses or conditional uses, other than cottage industries as defined in WCC 20.51.095, subject to the most current siting criteria under Chapter 173-303 WAC within the Rural, Rural Forestry, Commercial Forestry, Neighborhood Commercial, or Resort Commercial Zone Districts only.

.072 Retail or wholesale plant nurseries or greenhouses for storage, propagation, and culture of plants, provided:
(1) Greenhouses shall not be larger than 1,000 square feet.
(2) Greenhouses and cultivated ground shall not be located within 250 feet of Lake Whatcom or streams subject to the Shoreline Management Program; or 200 feet from fish-bearing streams or 150 feet from non-fish-bearing streams and their tributaries that flow into Lake Whatcom.
(3) A monitoring program has been established to ensure that chemical and pesticide quantities in stormwater runoff do not exceed state water quality standards. Complete control of drainage from the operation shall be in effect. Such runoff will be tested for pollutants bimonthly by a licensed water quality testing agency. All requirements will be met at the owner's expense.
(4) No person shall apply a commercial fertilizer, either liquid or granular, that is labeled as containing more than zero percent phosphorus or other compound containing phosphorus, such as phosphate; provided, that such fertilizers may be used for establishment of new vegetation in the first growing season.

.073 Type I solid waste handling facilities, except:
(1) Moderate risk waste facilities; and
(2) Facilities in the Recreation and Open Space District.

20.51.080 Prohibited Uses.
In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC:

.081 Dry cleaning establishments.
.082 Gas stations, service stations, combustion engine repair garages, and automotive wrecking yards.
.083 Sod farming.
.084 Aquaculture and mariculture projects.
.085 Fur farms.
.086 Confinement feeding operations.
.087 Asphalt and concrete batch plants.
.088 Gravel bar scalping projects within the jurisdiction of the Shoreline Management Program.
.089 Application of sewage sludge on land.
.090 On-site treatment facilities for hazardous wastes.
.091 Type I solid waste handling facilities, except those specified in WCC 20.51.073.
.092 Type II, Type III, and Type IV solid waste handling facilities.
.093 Golf courses.

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.094 Cemeteries.
.095 Cottage industries that would require on-site hazardous waste storage facilities.
.096 Surface mining outside of designated Mineral Resource Lands (MRL) Special Districts; provided, that surface mining, rock crushing, washing, and sorting subject to the Forest Practices Act (Chapter 76.09 RCW) are permitted.
.097 Major passenger intermodal terminals.
.098 Freight railroad switching yards and terminals.
.099 Agriculture, including animal husbandry, horticulture, viticulture, floriculture, and the cultivation of crops.
.100 Animal hospitals and accessory kennels and stables.
.101 Kennels and stables.
.102 Marijuana production or processing facilities.

20.51.300 Open Space.

Open space requirements shall be as follows:

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(1) Open space areas shall be maintained in natural vegetation or landscaped per WCC 20.80.325.
(2) For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used in open space calculations.

20.51.310 Cluster Subdivisions.

The purpose of cluster subdivision is to provide a method of creating building lots with spatially efficient sizes. Clustering is intended to consolidate development and associated infrastructure, reduce development costs, and increase infrastructure efficiency. Clustering is also intended to help preserve open space and the character of areas, reduce total hard surface area, and minimize development effects on critical areas and associated buffers, as defined in Chapter 16.16 WCC, and resource lands. Preservation of open space is thereby intended to reduce potential stormwater runoff and associated impacts while assuring protection of viable, undeveloped, and naturally vegetated corridors for wildlife habitat, protection of watersheds, preservation of critical areas, preservation of aesthetic values including view corridors, and preservation of trail and/or recreation areas.

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20.51.320 Cluster Design Standards.

The creation of new building lots within the Lake Whatcom Watershed Overlay District shall be subject to the following design standards:

(1) Cluster subdivisions shall be required for all land divisions resulting in lots less than five acres in size, with the exception of boundary line adjustments.
(2) A cluster subdivision shall include a permanent open space reserve area meeting the criteria established in WCC 20.51.330.
(3) The minimum cluster lot size requirements of the underlying zone district shall apply.
(4) The maximum number of building lots in a lot cluster shall be 10.
(5) Clusters containing two or more lots of less than one acre within a proposed development shall be separated by at least 80 feet.
(6) Clustered building lots may only be created through the subdivision, short subdivision or binding site plan process pursuant to WCC Title 21.
(7) Building lots shall be designed and located to be compatible with, and avoid disturbance of, critical areas or known archaeological sites, as well as physical constraints of the site.
(8) Building lots shall be arranged in a cluster/concentrated pattern.

(9) A cluster subdivision shall have no more than two common encroachments on existing County roads unless site constraints require additional road access. The arrangement of clustered building lots shall be designed to avoid development forms commonly known as linear, straight-line or highway strip patterns.

(10) As applicable, interior streets shall be designed to allow future vehicular access to any portion of the reserve tract which may be divided into future building lots; provided, that the required permanent open space reserve area, pursuant to WCC 20.51.330, shall not be further subdivided.

20.51.330 Open Space Reserve Area.

(1) For purposes of this title, an "open space reserve area" shall be defined as that portion of a subdivision or short subdivision set aside in accordance with this chapter, and permanently dedicated for active or passive recreation, critical area protection, natural resource or archaeological site preservation, wildlife habitat and/or visual enjoyment, and shall be consistent with the definition of "open space" pursuant to WCC 20.97.275.

(2) The open space reserve area shall be subject to the following provisions:

(a) The minimum open space reserve area shall be determined by the minimum cluster subdivision reserve area requirements of the underlying zone district.

(b) A permanent open space reserve area shall be protected using one of the following mechanisms:

(i) Placement in a separate non-building tract owned in common by all lots within the subdivision; or

(ii) Covered by a protective easement or public or private land trust dedication; or

(iii) Otherwise preserved through a County-approved permanent protective mechanism that provides the same level of permanent protection.

(c) The boundaries of the open space reserve area may be altered if the County finds that in dedicating adjacent reserve areas it would further the objectives listed in WCC 20.51.310 by increasing the area of reserve proportionately on the adjacent land being subdivided so that there is no net reduction in open space reserve area.

(d) The purpose of the open space reserve area as defined in subsection (1) of this section shall be recorded on the face of the final plat or short plat.

(e) The remaining unused development density and/or hard surface allowances remaining on the parcel containing the open space reserve area, based on the gross density of the parent parcel, may be assigned to that portion of the reserve tract not subject to the minimum area requirements of subsection (2)(b) of this section. The density shall be recorded on the face of the final plat or short plat. The development rights assigned to the reserve tract in accordance with this subsection may not be transferred if the area associated with the reserve tract has been transferred to the other building lots within the subdivision.

(f) The requirements stated in subsections (2)(c) and (d) of this section shall be recorded as a restriction on the face of the final plat or short plat, and shall constitute an agreement between Whatcom County and the current/future owner(s) of record that shall run with the land. Said restriction(s) may be amended by mutual agreement between said parties after review for consistency and compliance with the WCC Titles 20 (Zoning) and 21 (Land Division Regulations) and Whatcom County Comprehensive Plan.

20.51.340 Building Setback/Buffer Areas.

(1) Setbacks for all properties within the overlay district shall be as follows: roads classified as state highways, principal arterials, minor arterials, and collector arterials or major collectors shall have a

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minimum setback of 30 feet; and roads classified as minor collectors, local access streets, neighborhood collector or minor access streets shall have a minimum setback of 20 feet; provided, that the road right-of-way meets the minimum standard for road rights-of-way pursuant to the Whatcom County Development Standards.

(2) Roof overhangs or other overhanging architectural features shall not project further than 18 inches into the side or rear yard setbacks. Such overhangs may extend three feet into the front yard setback; however, in no case shall they extend more than one-half the depth of the front yard setback.

20.51.350 Development Criteria.

20.51.360 Parking Space Dimensions.

A standard parking space shall have the rectangular dimensions of 10 feet in width and 20 feet in length; provided, that for any parking area of six or more spaces, 50% of all spaces may have the rectangular dimensions of eight feet in width and 15 feet in length; and further provided, that these spaces are marked for use by compact automobiles. Except in single-family residential areas, all dimensions shall be exclusive of driveways, aisles and other circulation areas required under WCC 20.80.560 and 20.80.570.

20.51.370 Parking Requirements.

Parking shall conform to the requirements of WCC 20.80.500 through 20.80.590 unless otherwise specified in this section. Minimum parking requirements may be reduced through any of the following methods:

(1) A shared parking agreement has been filed with the County Auditor establishing a shared parking lot for land uses with noncompeting hours of operation, or for multitenant retail and commercial facilities; provided, the parking lot is not located further than 700 feet from any of the uses it is intended to serve.
   (a) The minimum required parking in shared facilities shall be based on the land use with the highest parking demand.
   (b) Mixed use developments with similar operating hours may be required to submit a parking demand study to determine if parking can be combined.

(2) A 20% reduction may be approved if an establishment is located within 1,000 feet of any regularly scheduled bus stop.

(3) The Director determines that a reduced requirement will reduce overall hard surfaces while maintaining consistency with this title.

20.51.390 Vehicular Access.

Driveways and curb cuts shall be minimized along all arterial and collector roads. Each existing lot shall be allowed only one driveway or curb cut; adjacent lots are encouraged to share access points. In new developments, lots or leased sites shall be oriented toward internal driveways, parking areas, or roads with limited access to arterial or collector roads.

20.51.400 Roads, Curbs, Gutters, and Sidewalks.

The intent of this section is to reduce hard surfaces and stormwater runoff. Innovative street sections that do not compromise public safety shall be encouraged in the watershed. Narrow streets and reduced sidewalk standards that satisfy pedestrian and vehicular circulation requirements may be implemented with the approval of the Whatcom County Public Works Department. Unless specifically required, roads shall not be wider than the minimum applicable standard. A rural road standard may be

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approved for urban density residential areas where the developer provides adequate off-street parking and pedestrian walkways.

20.51.410 Seasonal Clearing Activity Limitations.

The intent of seasonal clearing activity limitations is to establish a more stringent standard for clearing activity in highly valued water resource areas, environmentally sensitive areas, or areas where natural conditions are so unstable that clearing activity in the areas can result in hazardous conditions. Implementation of best management practices, including phased clearing, tree retention and seasonal clearing limitations, is intended to limit the amount of exposed soils on site that are susceptible to erosion at any one time, thereby improving site stability during development and reducing potential for transport of dissolved pollutants and sediments off site. Preservation of existing trees on site also reduces the quantity and maintains the quality of stormwater leaving a site during and after development activities by encouraging interception, infiltration and evapotranspiration of rainfall and surface runoff.

(1) County review and approval shall be required for all clearing activities associated with a fill and grade permit, building permit, or other development proposal.

(2) Clearing activity, as defined in WCC 20.97.054, or forest practices regulated by Whatcom County that will result in land disturbance exceeding 500 square feet shall be prohibited from October 1st through May 31st; provided, that the Director may approve an exemption to this requirement for the following activities:

(a) Routine maintenance and repair of erosion and sediment control measures;

(b) Activities located at or waterward of the ordinary high water mark subject to state, federal, and/or local (per Chapter 16.16 WCC and/or WCC Title 23) conditions of approval requiring commencement of clearing activity between October 1st and May 31st for purposes of minimizing surface water disturbance and site inundation by high water or wave action;

(c) Activities necessary to address an emergency that presents an unanticipated and imminent threat to public health, safety or the environment that requires immediate action within a time too short to allow full compliance with this section. Upon abatement of the emergency situation, the clearing activity shall be reviewed for consistency with this chapter and may be subject to additional permit requirements; provided, that the applicant shall make a reasonable attempt to contact the Director prior to the activity. When prior notice is not feasible, notification of the action shall be submitted to the Director as soon as the emergency is addressed and no later than two business days following such action. Emergency construction does not include development of new permanent protective structures where none previously existed;

(d) The proposed activity does not involve the conversion of forest land, is outside critical areas and associated buffers, and is exclusively related to agriculture as defined in this Title; or

(e) The proposed activity consists of non-conversion forest practices regulated by the Department of Natural Resources.

(3) To ensure compliance with subsection (2) of this section, the Director shall not issue development permits requiring more than 500 square feet of land disturbance located within the Lake Whatcom watershed from September 15th through May 31st.

(4) Soil disturbance associated with an exempt clearing activity shall be minimized to the maximum extent practicable. The Director shall have the authority to condition an exempt activity to ensure that temporary erosion and sediment control measures will be implemented.

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(5) An exemption from the seasonal land clearing requirements of this section does not grant authorization for any work to be done in a manner that does not comply with other provisions of this chapter or other applicable development regulations.

(6) Within the Lake Whatcom Watershed Overlay District, clearing activity must conform to the following conditions:

(a) Temporary erosion and sediment control shall be installed and inspected prior to any clearing activity. The Director shall conduct periodic inspections to ensure the integrity of temporary erosion and sediment controls. Temporary erosion and sediment control measures include, but are not limited to, installation of silt fencing, installation of check dams, covering of excavation piles, and mulching of exposed soils, as specified in the Whatcom County Development Standards.

(b) Phased Clearing. Construction activities and clearing activities shall be phased to limit the amount of exposed soil that occurs at any one time, if determined to be appropriate by the Director, based on site characteristics or constraints including, but not limited to, slopes, proximity to shorelines and wetlands. A phased clearing plan may be required. A phased clearing plan, if required, shall be submitted for review and approval by the Director prior to any clearing activity and shall contain a detailed construction schedule or timeline.

(c) Soil Stabilization. All disturbed areas shall be provided with soil stabilization within two days of the time of disturbance. The Director may approve an exemption to this requirement when a tree canopy area retention plan includes a soil stabilization plan. This plan component must specifically detail erosion and sediment control and stormwater runoff measures that provide runoff control equal to or greater than the protection provided by the standard two-day soil stabilization requirements of this section.

20.51.420 Permanent Stormwater Management Systems.

(1) **Exemptions.** This section does not apply to any of the following projects, work, or activities, though other stormwater related regulations and/or standards might still apply; however, projects that exceed these thresholds must obtain an applicable development permit even when the application thresholds for that permit are not met.

(a) Installation, repair, or replacement of any of the following facilities:

(i) Below grade pipe, conduit, ductwork, or cabling and wiring (direct burial or conduit encased);

(ii) Above grade utility or light poles or communication and/or data transmission systems pedestals;

(iii) Below, at, and/or above grade appurtenances to any of the above respective facilities.

(b) Land disturbing activities (per Chapter 20.97 WCC definition) of less than 5,000 square feet in total area, excluding any hard surface area work within the land area disturbed.

(c) Projects, work, or activities that will create less than:

(i) Two hundred one (201) square feet of previously nonexistent hard surface area and/or replaced hard surface area (per Chapter 20.97 WCC definitions).

(d) If a legal nonconforming structure is unintentionally destroyed (e.g., from fire, wind, falling trees or limbs, flooding), the nonconforming structure may be reconstructed using the existing footprint. Damage repairs to existing hard surface areas and/or permeable pavement areas within their same respective existing footprints are allowed. Expansion of nonconforming hard surfaces shall be subject to this chapter.

(e) For a single-family dwelling that meets all of the following:

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(i) To be located within the platted boundaries of, and in general belonging to, an incorporated homeowners' association; and,

(ii) Which association has a stormwater runoff management and phosphorus mitigation plan that provides at least the same level of overall protection from and/or treatment of phosphorus runoff to Lake Whatcom as would the application of subsection (2) of this section to any of the individual parcels therein that may be developed; and,

(iii) Which plan is in effect through an ongoing implementation program, applicable to all newly developed parcels within that association's boundaries, as well as to the association as a whole; and,

(iv) Which plan and program have been agreed to by a memorandum of agreement between Whatcom County and the incorporated homeowners' association; and,

(v) Permanent best management practices shall follow the NPDES standards in WCC 20.80.630.

(f) Public stormwater improvement projects intended to implement Total Maximum Daily Load (TMDL) requirements.

(2) Best Management Practices (BMPs).

(a) Unless otherwise exempt per subsection (1) of this section, all projects, work, or activities, including subdivisions, binding site plans, and nonexempt new short subdivision parcels, proposed to occur within the Lake Whatcom Watershed Overlay District shall incorporate presumptive BMPs and/or demonstrative BMPs, per subsection (2)(c) and/or (2)(d) of this section, respectively, to:

(i) All projects, work, or activity affected:
(A) Land disturbing activities; and/or
(B) New and replaced hard surfaces.

(ii) Existing off-parcel phosphorus-unmitigated areas and/or on-parcel phosphorus-unmitigated areas within the entire Lake Whatcom watershed at a 2:1 ratio of phosphorus-unmitigated area to the corresponding project, work, or activity affected area(s) that subsections (2)(a)(i)(A) and (B) of this section outline.

(iii) The developable areas and infrastructure as required for long and short subdivision approval. A stormwater management plan for developable areas and required infrastructure, consistent with the current Stormwater Management Manual, is required prior to preliminary plat approval. Installation of required BMPs for infrastructure is required prior to final plat approval.

(b) The development stormwater runoff (per Chapter 20.97 WCC definition) phosphorus loading profile from each phosphorus-mitigated area noted in subsections (2)(a)(i) and (ii) shall not exceed the corresponding natural stormwater runoff (per Chapter 20.97 WCC definition) phosphorus loading profile from each respective phosphorus-mitigated area.

(c) Presumptive BMPs (per Chapter 20.97 WCC Definition). Presumptive BMPs, which are combinable with each other and with demonstrative BMPs, follow:

(i) Downspout Full Infiltration. See the current Stormwater Management Manual, BMP T5.10A. Use of these BMPs may require an engineered design.

(ii) Full Dispersion. See the current Stormwater Management Manual, BMP T5.30. This BMP may require an engineered design. Where this BMP refers to native vegetation retention, such requirements shall be consistent with WCC 20.51.440 (Tree retention associated with development activity).

(d) **Demonstrative BMPs** (per Chapter 20.97 WCC Definition). Demonstrative BMPs, which are combinable with each other and with presumptive BMPs, use engineered designs that, once constructed or installed, and presuming that system preservation activities occur as prescribed

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by the design engineer, will satisfy the current Stormwater Management Manual, Minimum Requirements 3 through 9, disregarding any Minimum Requirement applicability thresholds therein, while also conforming to at least one of the following:

(i) The engineered design limits the estimated phosphorus loading in development stormwater runoff to less than 0.1875 lb. of P/acre/year. Engineered designs shall cite and use only WSDOE-approved references for estimated phosphorus loading information and criteria.

(ii) The monthly development stormwater runoff volume does not exceed the monthly natural stormwater runoff volume of the project, work, or activity affected areas, as determined by a WSDOE-approved continuous runoff model.

(iii) Development stormwater runoff does not occur.

(3) **System Recording, Protection, and Maintenance.** A declaration of covenant shall be recorded for each property where permanent stormwater BMPs exist. The covenant is used to protect the stormwater management facilities from cover by hard surfaces, soil compaction, and damage by soil removal and grade alteration, and ensure required maintenance occurs according to the schedule in subsection (3)(c) of this section. A draft of the proposed covenant must be reviewed and approved by Whatcom County prior to recording. All required covenants must be recorded prior to final permit issuance for the proposed project.

(a) **Notice on Title.** For all permanent stormwater facilities, the type of stormwater system and location shall be recorded with the County Auditor real estate records. The recording document provides notice to future owners of the presence of stormwater system on the lot, and shall contain:

(i) A site plan to scale, showing the location and descriptions of stormwater facilities, treatment BMPs, terrain features, protective native growth areas, and stormwater flowpaths.

(ii) Notice of the property owner's responsibility to retain, uphold, and protect the devices, features, pathways, protective native growth areas, and operate and maintain BMPs at the owner's expense.

(b) **Protected Native Growth Area (PNGA).** For projects that utilize dispersion for their stormwater system, a protected native growth area covenant shall be required to:

(i) Include native plant species including, but not limited to, those on approved lists provided by Whatcom County common to this region.

(ii) Be described in the recorded documents as "a Protected Native Growth Area established for the purposes of dispersing and treating stormwater flows."

(iii) Retain all vegetation and trees within the PNGA at the time of permit application aside from approved timber harvest activities and the removal of hazardous and diseased trees (as defined in Chapter 20.97 WCC), an evaluation and determination by an ISA licensed arborist may be required.

(iv) The PNGA can include on-site critical areas and its buffer.

(v) Limit uses in the PNGA to those specified in Chapter 16.16 WCC.

(vi) Provide a notice of activity, consistent with WCC 16.16.235, to remove trees within a PNGA when a permit is not required by subsection (1) of this section, under the following circumstances:

(A) Fire prevention methods when supported by the County Fire Marshal;

(B) Hazard trees, as defined in Chapter 20.97 WCC, are identified (an evaluation and determination by a licensed arborist may be required);

(C) Encroachments where the trunk, branches, or roots would be or are in contact with main or accessory structures; or

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(D) Where installation and/or maintenance of roads or utilities would unavoidably require removal or cutting through the root system.

(c) **Inspections and Maintenance.**

(i) Inspections shall occur on at least an annual basis for all stormwater treatment and flow control BMPs and facilities that were permitted in accordance with requirements adopted pursuant to the 2013-2018 Ecology municipal stormwater permits, or later.

(ii) Inspections of all permanent stormwater treatment and flow control BMPs/facilities and catch basins in new residential developments shall occur every six months until 90% of the lots are constructed.

(iii) For every deficiency identified by inspection, said deficiency shall be addressed:

(A) Within one year for typical maintenance of facilities, except catch basins.

(B) Within six months for catch basins.

(C) Within two years for maintenance that requires capital construction of less than $25,000.

20.51.430 Tree removal not associated with development activity.

(1) **Permit Required for Removal of Trees.** No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Whatcom watershed without first obtaining the appropriate permit as provided in this section, unless the activity is exempted below:

(a) Removal of any hazard trees considered an emergency pursuant to the definition of "hazard tree" in Chapter 20.97 WCC. Within 30 days after the emergency is abated the landowner shall submit photo documentation with a form provided by Whatcom County.

(b) Pruning and maintenance of trees of up to 25% of the foliage.

(2) The removal of trees located within the shoreline jurisdiction or within critical areas or their buffers is subject to additional regulations pursuant to WCC Title 23 (Shoreline Management Program) and Chapter 16.16 (Critical Areas). Where additional regulations conflict the more stringent regulation shall apply.

(3) **Permit Application.** At a minimum the following shall be submitted by the applicant:

(a) A complete permit application.

(b) A sketch for this purpose may be prepared by the homeowner or other lay person and shall depict:

(i) The approximate location of significant trees, indicating those to be removed;

(ii) The species and canopy area (as determined pursuant to WCC 20.51.440(4));

(iii) The location of structures, driveways, access ways, and known easements.

(c) Canopy calculations (existing and proposed).

(d) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees in accordance to standards set forth in WCC 20.51.440(4) for calculating 20-year canopy coverage.

(e) Other information as required by the applicable permit application.

(4) **Tree Removal Permit Application Procedure and Appeals.** Applicants requesting to remove any significant trees must submit a completed permit application on a form provided by the County.

(a) Applicable Permit.

(i) The permit application to remove trees within the shoreline jurisdiction is a shoreline permit (WCC Title 23).

(ii) The permit application to remove trees within a critical area or a critical area buffer is an Activity Allowed with Notification (WCC 16.16.235).

(iii) The permit application to remove trees in other areas is a tree removal permit.

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(b) The Director shall review the application within 21 calendar days and either approve, approve with conditions or modifications, deny the application, or request additional information.
(c) The removal shall be completed within one year from the date of permit approval.
(d) The decision of the Director is appealable pursuant to WCC 22.05.160 (Appeals).

(5) **Tree Removal Allowances.** With the appropriate permit, any property owner may remove up to 20% but not to exceed 14,000 square feet, and as measured cumulatively from January 1, 2017, of the existing canopy area, as defined by the dripline of the significant trees on their property; provided, that:
(a) There is no active application for development activity for the site;
(b) No other Whatcom County regulation is more restrictive; and
(c) The tree(s) are not required to be retained or planted as a condition of previous development activity.

At the Director's discretion, and on a case-by-case basis, additional canopy may be removed for:
(d) **Firewise Management.** When prescribed by a Firewise professional (e.g. Whatcom Conservation District, Washington Department of Natural Resources, local fire districts, etc.), property owners may remove more canopy than that specified above if done near existing or proposed structures and it's the minimum necessary to reduce fire risk.
(e) **Pest and Disease Outbreaks.** Additional tree canopy may be removed when prescribed by an ISA-certified arborist to control pest and disease outbreaks.

(6) **Removal of Hazard Trees Exceeding the Standard Tree Removal Allowance.** Any property owner seeking to remove any number of hazard trees not considered an emergency pursuant to subsection (1) of this section and exceeding the standard tree removal allowance of subsection (5) must submit a tree risk assessment using an approved Whatcom County method prepared by a qualified professional; provided, that removal of hazard trees in critical areas or their buffers shall be in accordance with the requirements of Chapter 16.16 WCC. Said trees shall be replaced with native species at a ratio of three trees for each tree removed.

(7) **Penalties and Enforcement.** Any significant trees damaged or removed without a permit shall be replaced at a rate of three trees for each one damaged or removed, and shall be subject to fines pursuant to Chapter 20.94 WCC (Enforcement and Penalties). Said replacement trees shall meet the following standards:
(a) Replacement coniferous trees shall be at least eight feet in height;
(b) Replacement deciduous trees shall be at least two and one-half inches in diameter (DBH);
(c) Replacement trees shall be species native to western Washington in order to restore and enhance a site as nearly as practicable to its pre-removal character and function;
(d) The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;
(e) Financial sureties for replacement trees shall be required;
(f) Installation, maintenance, and care of required replacement trees shall be in accordance with the International Society of Arboriculture's best management practices for arboriculture including, but not limited to, soil assessment, sampling, amendments and conservation, and spacing, which ensure the tree's long-term health and survival. Replacement trees shall not be topped or otherwise be prohibited from their natural growth;
(g) The Director may consider smaller-sized replacement trees if the applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this section, and that such trees will be planted in sufficient quantities to meet the intent of this section.

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20.51.440 Tree retention associated with development activity.

(1) **Tree Canopy Retention.**

(a) Tree canopy retention shall be required for all development applications and building permits within the Lake Whatcom watershed, unless the activity is exempted below:

(i) Removal of any hazard trees pursuant to 20.51.430(1)(a).

(A) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the County.

(B) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or critical area buffers, tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.

(ii) Construction or maintenance of public or private roads and public or private utilities including utility easements not related to development. Protection of trees shall be a major factor in the location, design, construction, and maintenance of streets and utilities. These improvements are subject to the purpose and intent of this section.

(iii) Pruning and maintenance of trees of up to 25% of the foliage.

(2) **Tree Retention Plan Required.**

(a) An applicant for a development permit must submit a tree retention plan that complies with this section. A qualified professional may be required to prepare certain components of a tree retention plan at the applicant's expense. The tree retention plan shall contain the following information:

(i) A site plan with the following components:

(A) North arrow;

(B) Property boundaries;

(C) Existing structures;

(D) Site access;

(E) Tree canopy areas to be removed;

(F) The outer dripline of tree canopy areas to be retained;

(G) Critical areas including, but not limited to, slopes, wetlands, and habitat conservation areas;

(H) Protection measures to be used for the critical root zone of retained trees; and

(I) Areas to be replanted pursuant to subsection (4) of this section;

(ii) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees and calculations of 20-year canopy coverage in accordance with the standards set forth in subsection (4) of this section;

(iii) Provisions for maintenance and monitoring.

(3) **Minimum Tree Canopy Retention.** Development subject to the requirements of this section may only remove up to a certain percentage (as shown in Table 20.51.440(3)) or 5,000 square feet, whichever is greater, and as measured cumulatively from January 1, 2017, of the existing tree canopy area, as defined by the dripline of the significant tree(s) on their property. In the event that tree canopy areas in excess of the applicable threshold must be removed to facilitate reasonable use of the site, or to eliminate hazard trees, new on-site plantings of native species shall be required to attain the removed tree canopy coverage, calculated according to projected growth at 20 years maturity consistent with Table 20.51.440(4).

(a) Tree canopy areas shall include all trees, excluding invasive species or noxious weeds, within the gross site area.

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(b) Existing or planted tree canopy may be located within buffer landscaping, site landscaping, critical areas and their buffers, open space reserve areas, reserve areas, reserve tracts or easements where permanent restrictions are recorded on the face of the plat ensuring their retention in perpetuity.

Table 20.51.440(3). Tree Canopy Removal Allowances when Associated with Development

Lot Size (acres)	Canopy Removal Allowance (percentage of existing canopy)
Less than 1	35%
1 to less than 3	30%
3 to less than 10	20%
10 or greater	15%

(4) **Measuring Tree Canopy**. Site tree canopy shall be measured according to Table 20.51.440(4). Calculation of existing and new tree canopy shall be submitted in writing by a qualified landscape designer or a licensed land surveyor.

Table 20.51.440(4). Measuring Tree Canopy

Existing Canopy		New Canopy
Option 1 Tree Survey	**Option 2 Aerial Estimation**	**20-Year Canopy Calculation**
• Measure average canopy radius (r) for each tree to be retained • Calculate existing canopy area using the formula: Canopy Area (CA) = πr^2 • Total the sum of tree canopy areas and divide by gross site area to obtain canopy coverage percentage	• Obtain aerial imagery of site • Measure site boundaries • Measure canopies of individual trees or stand area using leading edges as the forest boundary • Divide total canopy measurement by the gross site area to obtain canopy coverage percentage	• For each proposed species: • Calculate radius (r) of canopy at 20 years maturity • Calculate canopy coverage using the formula: CA = πr^2 • Multiply by the proposed quantity to be planted to obtain total species canopy area • Total the sum of species canopy area for all proposed species and divide by gross site area to obtain 20-year canopy coverage percentage

(5) **Tree Protection Measures.** The following tree protection measures shall be taken during clearing or construction:

(a) During construction tree protective fencing shall be installed and maintained along the outer edge of the drip line surrounding the trees retained in order to protect the trees during any land disturbance activities. Said fencing shall not be moved to facilitate grading or other construction activity within the protected area;

(b) Tree protective fencing shall be a minimum height of three feet, visible, and of durable construction; orange polyethylene laminar fencing is acceptable; and

(c) Signs must be posted on the fence reading "Tree Protection Area."

(6) **Significant Trees Retained as a Condition of Development Approval.** Retained significant trees, trees planted as replacements for significant trees, and trees planted to meet requirements in subsection (3) of this section may not be removed except when determined in writing by a certified arborist to constitute a hazard. Any replacement or significant trees removed without proper documentation from a certified arborist shall be subject to a fine as determined under Chapter 20.94 WCC.

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Deleted: <#>Tree Canopy Credits.

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<#>Individual significant trees retained on site shall be counted at 125 percent of their actual canopy area.¶
<#>For clusters or stands of five or more trees, each tree shall be counted at 150 percent of its actual canopy area.¶
<#>For clusters or stands of five or more significant trees, each tree shall be counted at 200% percent of its actual canopy area.¶
<#>The minimum required lot size in subdivisions or short subdivisions may be reduced by 20% percent when at least 20 percent of the site, not including any open space reserve areas, reserve areas, reserve tracts, or critical areas or their buffers, is put into a separate tract or tracts that have at least 20 significant trees per acre and where at least 60 percent of the significant trees within the tract or tracts are retained. This does not change the tree canopy requirements.¶

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<#>Sites must be planted or replanted with a minimum of 50 percent evergreen species, except:¶
<#>The evergreen portion of the required planting mix may be reduced by 25 percent when the deciduous mix contains exclusively indigenous species to the Puget Sound region, not including alder; and¶
<#>Sites obtaining tree canopy requirements solely through street trees are exempt from the requirement to include evergreen species in the planting mix;¶
<#>Sites requiring replanting of tree canopy must plant no more than 30 percent of trees from the same species and no more than 60 percent of trees from the same taxonomic family;¶
<#>Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;¶ ...

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Deleted: <#>**Tree Canopy Retention Modifications.** An applicant may reduce the tree canopy requirements of subsection (3) of this section by no more than five perce ...

Deleted: <#>**Street Trees.** The county engineer may modify required frontage improvements to retain significant trees as street trees.

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(7) **Penalties and Enforcement.** Any significant trees identified in a landscape plan to be retained, and subsequently damaged or removed during site development shall be replaced at a rate of three trees for each one damaged or removed, and shall be subject to fines pursuant to Chapter 20.94 WCC (Enforcement and Penalties). Said replacement trees shall meet the following standards:
(a) Replacement coniferous trees shall be at least eight feet in height;
(b) Replacement deciduous trees shall be at least two and one-half inches in diameter (DBH);
(c) Replacement trees shall be species native to western Washington in order to restore and enhance a site as nearly as practicable to its pre-removal character and function;
(d) The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;
(e) Financial sureties for replacement trees shall be required;
(f) Installation, maintenance, and care of required replacement trees shall be in accordance with the International Society of Arboriculture's best management practices for arboriculture including, but not limited to, soil assessment, sampling, amendments and conservation, and spacing, which ensure the tree's long-term health and survival. Replacement trees shall not be topped or otherwise be prohibited from their natural growth;
(g) The Director may consider smaller-sized replacement trees if the applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this section, and that such trees will be planted in sufficient quantities to meet the intent of this section.

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Chapter 20.71 Water Resource Protection Overlay District

20.71.010 Purpose.
The Lake Samish and Lake Padden Water Resource Protection Overlay District is an overlay zone that is intended to impose additional controls to preserve and protect unique and important water resources within Whatcom County. This district is designed to protect the long-term viability of the Lake Samish and Lake Padden watersheds while creating a regulatory framework to address the needs of these watersheds that are not otherwise provided for in the underlying zone districts.

20.71.020 Application.

20.71.021 Area and applicability.
(1) The Water Resource Protection Overlay District is an overlay zone that covers the entire geographic area of the Lake Samish and Lake Padden watersheds within Whatcom County's jurisdiction. For purposes of this title, the Lake Samish watershed shall consist of that portion of the Friday Creek subbasin of the Samish River watershed that lies within Whatcom County.
(2) This district may be expanded to include other areas through the annual zoning text amendment process.
(3) The Lake Samish and Lake Padden watersheds are also designated as stormwater special districts pursuant to WCC 20.80.635 and water resource special management areas pursuant to WCC 20.80.735.
(4) In the event that the provisions of this chapter conflict with the provisions of the Shoreline Management Program (WCC Title 23), Chapter 16.16 WCC (Critical Areas), the Whatcom County Development Standards, the provisions of the underlying zoning district, or other applicable County policies or regulations, then the most restrictive shall apply; provided, that the minimum setback provisions established in WCC 20.71.401 shall prevail.

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20.71.050 Permitted uses.
All permitted uses in the underlying zone districts are permitted except as expressly prohibited, made conditional, or further conditioned by this chapter.
.051 Private noncommercial greenhouses less than 250 square feet.

20.71.100 Accessory uses.
All accessory uses in the underlying zone districts are permitted except as expressly prohibited or made conditional, or further conditioned by this chapter.

20.71.150 Conditional uses.
All conditional uses in the underlying zone districts shall remain conditional uses unless expressly prohibited, made conditional, or further conditioned by this chapter. In addition, the following uses shall only be conditionally permitted:
.151 On-site storage facilities for hazardous wastes associated with permitted or conditional uses, other than cottage industries as defined in WCC 20.71.215, subject to the most current siting criteria under Chapter 173-303 WAC within the Rural, Rural Forestry, Commercial Forestry, Neighborhood Commercial, or Resort Commercial Zone Districts only.
.152 Retail or wholesale plant nurseries or greenhouses for storage, propagation, and culture of plants, provided:
(1) Greenhouses shall not be larger than 1,000 square feet.
(2) Greenhouses and cultivated ground shall not be located within 250 feet of Lake Samish, Lake Padden, or streams subject to the Shoreline Management Program; or 200 feet from fish-bearing streams or 150 feet from non-fish-bearing streams and their tributaries that flow into Lake Samish or Lake Padden.
(3) A monitoring program has been established to ensure that chemical and pesticide quantities in stormwater runoff do not exceed state water quality standards. Complete control of drainage from the operation shall be in effect. Such runoff will be tested for pollutants bimonthly by a licensed water quality testing agency. All requirements will be met at the owner's expense.
(4) No person shall apply a commercial fertilizer, either liquid or granular, that is labeled as containing more than zero percent phosphorus or other compound containing phosphorus, such as phosphate; provided, that such fertilizers may be used for establishment of new vegetation in the first growing season.
.185 Type I solid waste handling facilities, except:
(1) Moderate risk waste facilities; and
(2) Facilities in the Recreation and Open Space District.

20.71.200 Prohibited uses.
In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited, except as per Chapter 20.83 WCC (Nonconforming Uses and Parcels):
.201 Dry cleaning establishments.
.202 Gas stations, service stations, combustion engine repair garages, and automotive wrecking yards.
.203 Sod farming.
.204 Aquaculture and mariculture projects.
.205 Fur farms.
.206 Confinement feeding operations.
.207 Asphalt and concrete batch plants.
.208 Gravel bar scalping projects within the jurisdiction of the Shoreline Management Program.

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.209 Application of sewage sludge on land.
.210 On-site treatment facilities for hazardous wastes.
.211 Type I solid waste handling facilities, except those specified in WCC 20.71.185.
.212 Type II and Type III solid waste handling facilities.
.213 Golf courses.
.214 Cemeteries.
.215 Cottage industries that would require on-site hazardous waste storage facilities.
.216 Surface mining outside of designated Mineral Resource Lands (MRL) Special Districts; provided, that surface mining, rock crushing, washing, and sorting subject to the Forest Practices Act (Chapter 76.09 RCW) are permitted.
.217 Major passenger intermodal terminals.
.218 Freight railroad switching yards and terminals.
.219 Agriculture, including animal husbandry, horticulture, viticulture, floriculture, and the cultivation of crops.
.220 Animal hospitals and accessory kennels and stables.
.221 Kennels and stables.
.222 Marijuana production facilities.

20.71.300 Open space and Hard Surfaces.

.301 Open space requirements shall be as follows:
(1) In the NC Zone at least 25% of the parcel shall be reserved as open space.
(2) Open space areas shall be maintained in natural vegetation or landscaped per WCC 20.80.325.
(3) For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used in open space calculations.

.302 Hard surface limitations shall be as follows:
(1) For uses in the UR, URM and RR Zone Districts, at least 80% of the lot or parcel shall be kept free of hard surfaces.
(2) For uses in the R Zone District, at least 90% of the lot or parcel shall be kept free of hard surfaces.
(3) Where subsection (1) or (2) of this section does not allow 2,500 square feet of total hard surface area, 2,500 square feet shall be allowed.
(4) Two or more lots of record consolidated pursuant to the provisions of WCC 20.83.070 shall be treated as one undivided parcel for the purpose of calculating total allowable hard surface area. Where two or more lots or parcels are consolidated; are not subject to the provisions of WCC 20.83.070; and are not subject to a permanent restrictive covenant that precludes development of buildings, structures, or other improvements not otherwise identified by said covenant, 4,000 square feet of hard surface shall be allowed.
(5) Preexisting nonconforming hard surfaces may be routinely maintained/repaired or redeveloped; provided, that if 50% or greater of the preexisting nonconforming hard surface area is to be redeveloped, then the applicable hard surface limitations of subsections (1), (2), and (3) of this section shall apply. However, if a legal nonconforming structure is destroyed, the nonconforming use may be reconstructed using the pre-existing footprint. Expansion of nonconforming hard surfaces shall be prohibited.
(6) A mobile home within an existing mobile home park may be replaced with a larger mobile home (not to exceed a maximum of 1,500 square feet), provided there is not an increase in

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the overall number of mobile homes in the park or any increase in other hard surfaces beyond the new mobile home footprint.

(7) For properties within the jurisdiction of the Shoreline Management Program (WCC Title 23), submerged lands and/or tidelands within the boundaries of any waterfront parcel that are located waterward of the ordinary high water mark shall not be used in hard /pervious surface calculations.

(8) Any portion of a roof overhang or other overhanging architectural feature that projects further than three feet from the footprint of a structure shall be calculated as hard surface.

(9) Alternative surface methods described in WCC 20.71.603 may be used.

20.71.350 Cluster subdivisions. (Adopted by reference in WCCP Chapter 2.)

The purpose of cluster subdivision is to provide a method of creating building lots with spatially efficient sizes. Clustering is intended to consolidate development and associated infrastructure, reduce development costs, and increase infrastructure efficiency. Clustering is also intended to help preserve open space and the character of areas, reduce total hard surface area, and minimize development effects on critical areas and associated buffers, as defined in Chapter 16.16 WCC, and resource lands. Preservation of open space is thereby intended to reduce potential stormwater runoff and associated impacts while assuring protection of viable, undeveloped, and naturally vegetated corridors for wildlife habitat, protection of watersheds, preservation of critical areas, preservation of aesthetic values including view corridors, and preservation of trail and/or recreation areas.

20.71.351 Cluster design standards. (Adopted by reference in WCCP Chapter 2)

The creation of new building lots within the Water Resource Protection Overlay District shall be subject to the following design standards:

(1) Cluster subdivisions shall be required for all land divisions resulting in lots less than 5 acres in size, with the exception of boundary line adjustments.

(2) A cluster subdivision shall include a permanent open space reserve area meeting the criteria established in WCC 20.71.352.

(3) The minimum cluster lot size requirements of the underlying zone district shall apply.

(4) The maximum number of building lots in a lot cluster shall be 10.

(5) Clusters containing two or more lots of less than 1 acre within a proposed development shall be separated by at least 80 feet.

(6) Clustered building lots may only be created through the subdivision, short subdivision, or binding site plan process pursuant to WCC Title 21.

(7) Building lots shall be designed and located to be compatible with and avoid disturbance of critical areas or other valuable or unique natural resources or known archaeological sites, as well as physical constraints of the site.

(8) Building lots shall be arranged in a cluster/concentrated pattern.

(9) A cluster subdivision shall have no more than two common encroachments on existing County roads unless site constraints require additional road access. The arrangement of clustered building lots shall be designed to avoid development forms commonly known as linear, straight-line, or highway strip patterns.

(10) As applicable, interior streets shall be designed to allow future vehicular access to any portion of the reserve tract which may be divided into future building lots; provided, that the required permanent open space reserve area, pursuant to WCC 20.71.352, shall not be further subdivided.

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20.71.352 Open Space Reserve Area. (Adopted by reference in WCCP Chapter 2)

(1) For purposes of this title, an "open space reserve area" shall be defined as that portion of a subdivision or short subdivision set aside in accordance with this chapter, and permanently dedicated for active or passive recreation, critical area protection, natural resource or archaeological site preservation, wildlife habitat and/or visual enjoyment, and shall be consistent with the definition of "open space" pursuant to WCC 20.97.275.

(2) The open space reserve area shall be subject to the following provisions:

(h) The minimum open space reserve area shall be determined by the minimum cluster subdivision reserve area requirements of the underlying zone district.

(i) A permanent open space reserve area shall be protected using one of the following mechanisms:

(i) Placement in a separate non-building tract owned in common by all lots within the subdivision; or

(ii) Covered by a protective easement or public or private land trust dedication; or

(iii) Otherwise preserved through a County-approved permanent protective mechanism that provides the same level of permanent protection.

(j) The boundaries of the open space reserve area may be altered if the County finds that in dedicating adjacent reserve areas it would further the objectives listed in WCC 20.71.350 by increasing the area of reserve proportionately on the adjacent land being subdivided so that there is no net reduction in open space reserve area.

(k) The purpose of the open space reserve area as defined in subsection (1) of this section shall be recorded on the face of the final plat or short plat.

(l) The remaining unused development density and/or hard surface allowances remaining on the parcel containing the open space reserve area, based on the gross density of the parent parcel, may be assigned to that portion of the reserve tract not subject to the minimum area requirements of subsection (2)(b) of this section. The density shall be recorded on the face of the final plat or short plat. The development rights assigned to the reserve tract in accordance with this subsection may not be transferred if the pervious surface area associated with the reserve tract has been transferred to the other building lots within the subdivision.

(m) The requirements stated in subsections (2)(c) and (d) of this section shall be recorded as a restriction on the face of the final plat or short plat, and shall constitute an agreement between Whatcom County and the current/future owner(s) of record that shall run with the land. Said restriction(s) may be amended by mutual agreement between said parties after review for consistency and compliance with WCC Titles 20 (Zoning), 21 (Land Division Regulations), and the Whatcom County Comprehensive Plan.

(n) For cluster subdivisions approved after December 7, 1999, that portion of the reserve tract kept in pervious open space may be counted toward pervious surface area requirements for the building lots in the subdivision on a prorated basis.

20.71.354 Tree removal not associated with development activity.

(1) **Permit Required for Removal of Trees.** No person, directly or indirectly, shall remove any significant tree(s) on any property within the Water Resource Protection Overlay District without first obtaining the appropriate permit as provided in this section, unless the activity is exempted below:

(a) Removal of any hazard trees considered an emergency pursuant to the definition of "hazard tree" in Chapter 20.97 WCC. Within 30 days after the emergency is abated the landowner shall submit photo documentation with a form provided by Whatcom County.

(b) Pruning and maintenance of trees of up to 25% of the foliage.

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(2) The removal of trees located within the shoreline jurisdiction or within critical areas or their buffers may be subject to additional regulations pursuant to WCC Title 23 (Shoreline Management Program) and Chapter 16.16 WCC (Critical Areas). Where additional regulations conflict the more stringent regulation shall apply.

(3) **Permit Application.** At a minimum the following shall be submitted by the applicant:
- (a) A complete permit application.
- (b) A sketch for this purpose may be prepared by the homeowner or other lay person and shall depict:
  - (i) The approximate location of significant trees, indicating those to be removed;
  - (ii) The species and canopy area (as determined pursuant to WCC 20.51.440(4));
  - (iii) The location of structures, driveways, access ways, and known easements.
- (c) Canopy calculations (existing and proposed).
- (d) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees in accordance to standards set forth in WCC 20.71.356(4) for calculating 20-year canopy coverage.
- (e) Other information as required by the applicable permit application.

(4) **Tree Removal Permit Application Procedure and Appeals.** Applicants requesting to remove any significant trees must submit a completed permit application on a form provided by the County.
- (a) Applicable Permit.
  - (i) The permit application to remove trees within the shoreline jurisdiction is a shoreline permit (WCC Title 23).
  - (ii) The permit application to remove trees within a critical area or a critical area buffer is an Activity Allowed with Notification (WCC 16.16.235).
  - (iii) The permit application to remove trees in other areas is a tree removal permit.
- (b) The Director shall review the application within 21 calendar days and either approve, approve with conditions or modifications, deny the application, or request additional information. Any decision to deny the application shall be in writing along with the reasons for the denial and the appeal process.
- (c) The removal shall be completed within one year from the date of permit approval.
- (d) The decision of the Director is appealable pursuant to WCC 22.05.160.

(5) **Tree Removal Allowances.** With the appropriate permit, any property owner may remove up to 20% but not to exceed to 14,000 square feet, and as measured cumulatively from January 1, 2017, of the existing canopy area, as defined by the dripline of the significant trees on their property; provided, that:
- (a) There is no active application for development activity for the site; and
- (b) No other Whatcom County regulation is more restrictive; and
- (c) The tree(s) are not required to be retained or planted as a condition of previous development activity.

At the Director's discretion, and on a case-by-case basis, additional canopy may be removed for:
- (d) **Firewise Management.** When prescribed by a Firewise professional (e.g. Whatcom Conservation District, Washington Department of Natural Resources, local fire districts, etc.), property owners may remove more canopy than that specified above if done near existing or proposed structures and it's the minimum necessary to reduce fire risk.
- (e) **Pest and Disease Outbreaks.** Additional tree canopy may be removed when prescribed by an ISA-certified arborist to control pest and disease outbreaks.

(6) **Removal of Hazard Trees Exceeding the Standard Tree Removal Allowance.** Any property owner seeking to remove any number of hazard trees not considered an emergency pursuant to subsection

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(1) of this section and exceeding the standard tree removal allowance of subsection (5) must submit a tree risk assessment using an approved Whatcom County method prepared by a qualified professional; provided, that removal of hazard trees in critical areas or their buffers shall be in accordance with the requirements of Chapter 16.16 WCC. Said trees shall be replaced with native species at a ratio of three trees for each tree removed.

(7) **Penalties and Enforcement.** Any significant trees damaged or removed without a permit shall be replaced at a ratio of three trees for each one damaged or removed, and shall be subject to fines pursuant to Chapter 20.94 WCC (Enforcement and Penalties). Said replacement trees shall meet the following standards:

(a) Replacement coniferous trees shall be at least eight feet in height;
(b) Replacement deciduous trees shall be at least two and one-half inches in diameter (DBH);
(c) Replacement trees shall be species native to western Washington in order to restore and enhance a site as nearly as practicable to its pre-removal character and function;
(d) The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;
(e) Financial sureties for replacement trees shall be required;
(f) Installation, maintenance, and care of required replacement trees shall be in accordance with the International Society of Arboriculture's best management practices for arboriculture including, but not limited to, soil assessment, sampling, amendments and conservation, and spacing, which ensure the tree's long-term health and survival. Replacement trees shall not be topped or otherwise be prohibited from their natural growth;
(g) The Director may consider smaller-sized replacement trees if the applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this section, and that such trees will be planted in sufficient quantities to meet the intent of this section.

20.71.356 Tree retention associated with development activity.

(1) **Tree Canopy Retention.**
(a) Tree canopy retention shall be required for all development applications and building permits within the Lake Padden and Lake Samish watersheds, unless the activity is exempted below:
(i) Removal of any hazard trees pursuant to 20.71.354(1)(a).
(A) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the County.
(B) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or critical area buffers tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.
(ii) Construction or maintenance of public or private roads and public or private utilities including utility easements not related to development. Protection of trees shall be a major factor in the location, design, construction, and maintenance of streets and utilities. These improvements are subject to the purpose and intent of this section.
(b) Pruning and maintenance of trees of up to 25% of the foliage.

(2) **Tree Retention Plan Required.**
(a) An applicant for a development permit must submit a tree retention plan that complies with this section. A qualified professional may be required to prepare certain components of a tree

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retention plan at the applicant's expense. The tree retention plan shall contain the following information:

(i) A site plan with the following components:
  (A) North arrow;
  (B) Property boundaries;
  (C) Existing structures;
  (D) Site access;
  (E) Tree canopy areas to be removed;
  (F) The outer dripline of tree canopy areas to be retained;
  (G) Critical areas including, but not limited to, slopes, wetlands, and habitat conservation areas;
  (H) Protection measures to be used for areas that will be undisturbed; and
  (I) Areas to be replanted pursuant to subsection (4) of this section;

(ii) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees and calculations of 20-year canopy coverage in accordance with the standards set forth in subsection (4) of this section;

(iii) Provisions for maintenance and monitoring.

(3) **Minimum Tree Canopy Retention.** Development subject to the requirements of this section may only remove up to a certain percentage (as shown in Table 20.71.356(3) or 5,000 square feet, whichever is greater, and as measured cumulatively from January 1, 2017, of the existing tree canopy area, as defined by the dripline of the significant tree(s) on their property. In the event that tree canopy areas in excess of the applicable threshold must be removed to facilitate reasonable use of the site, or to eliminate hazard trees, new on-site plantings of native species shall be required to attain the removed tree canopy coverage, calculated according to projected growth at 20 years maturity consistent with Table 20.71.356(4).

(a) Tree canopy areas shall include all trees, excluding invasive species or noxious weeds, within the gross site area.

(b) Existing or planted tree canopy may be located within buffer landscaping, site landscaping, critical areas and their buffers, open space reserve areas, reserve areas, reserve tracts, or easements where permanent restrictions are recorded on the face of the plat ensuring their retention in perpetuity.

Table 20.71.356(3). Tree Canopy Removal Allowances when Associated with Development

Lot Size (acres)	Canopy Removal Allowance (percentage of existing canopy)
Less than 1	35%
1 to less than 3	30%
3 to less than 10	20%
10 or greater	15%

(4) **Measuring Tree Canopy.** Site tree canopy shall be measured according to Table 20.71.356(4). Calculation of existing and new tree canopy shall be submitted in writing by a qualified landscape designer or a licensed land surveyor.

Table 20.71.356(4). Measuring Tree Canopy

Existing Canopy		New Canopy
Option 1 Tree Survey	Option 2 Aerial Estimation	20-Year Canopy Calculation

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Deleted: Existing tree canopy areas shall be prioritized for retention as provided in subsection (5) of this section.

Deleted: may include street trees and

• Measure average canopy radius (r) for each tree to be retained • Calculate existing canopy area using the formula: Canopy Area (CA) = πr2 • Total the sum of tree canopy areas and divide by gross site area to obtain canopy coverage percentage	• Obtain aerial imagery of site • Measure site boundaries • Measure canopies of individual trees or stand area using leading edges as the forest boundary • Divide total canopy measurement by the gross site area to obtain canopy coverage percentage	For each proposed species: • Calculate radius (r) of canopy at 20 years maturity • Calculate canopy coverage using the formula: CA = πr2 • Multiply by the proposed quantity to be planted to obtain total species canopy area • Total the sum of species canopy area for all proposed species and divide by gross site area to obtain 20-year canopy coverage percentage

(5) **Tree Protection Measures.** The following tree protection measures shall be taken during clearing or construction:

(a) During construction tree protective fencing shall be installed and maintained along the outer edge of the drip line surrounding the trees retained in order to protect the trees during any land disturbance activities. Said fencing shall not be moved to facilitate grading or other construction activity within the protected area;

(b) Tree protective fencing shall be a minimum height of three feet, visible, and of durable construction; orange polyethylene laminar fencing is acceptable; and

(c) Signs must be posted on the fence reading "Tree Protection Area."

(6) **Significant Trees Retained as a Condition of Development Approval.** Retained significant trees, trees planted as replacements for significant trees, and trees planted to meet requirements in subsection (3) of this section may not be removed except when determined in writing by a certified arborist to constitute a hazard. Any replacement or significant trees removed without proper documentation from a certified arborist shall be subject to a fine as determined under Chapter 20.94 WCC.

(7) **Penalties and Enforcement.** Any significant trees identified in a landscape plan to be retained, and subsequently damaged or removed during site development shall be replaced at a rate of three trees for each one damaged or removed, and shall be subject to fines pursuant to Chapter 20.94 WCC (Enforcement and Penalties). Said replacement trees shall meet the following standards:

(o) Replacement coniferous trees shall be at least eight feet in height;

(p) Replacement deciduous trees shall be at least two and one-half inches in diameter (DBH);

(q) Replacement trees shall be species native to western Washington in order to restore and enhance a site as nearly as practicable to its pre-removal character and function;

(r) The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock;

(s) Financial sureties for replacement trees shall be required;

(t) Installation, maintenance, and care of required replacement trees shall be in accordance with the International Society of Arboriculture's best management practices for arboriculture including, but not limited to, soil assessment, sampling, amendments and conservation, and spacing, which ensure the tree's long-term health and survival. Replacement trees shall not be topped or otherwise be prohibited from their natural growth;

(u) The Director may consider smaller-sized replacement trees if the applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this

Deleted: <#>**Tree Canopy Credits.** To assist in the preservation and retention of significant trees and existing tree canopy outside of critical area protection areas and required buffers and buffer landscaping, the applicant may use the following credits:¶
<#>Individual significant trees retained on site shall be counted at 125 percent of their actual canopy area.¶
<#>For clusters or stands of five or more trees, each tree shall be counted at 150 percent of its actual canopy area.¶
<#>For clusters or stands of five or more significant trees, each tree shall be counted at 200 percent of its actual canopy area.¶
<#>The minimum required lot size in subdivisions or short subdivisions may be reduced by 20 percent when at least 20 percent of the site, not including any open space reserve areas, reserve areas, reserve tracts, or critical areas or their buffers, is put into a separate tract or tracts that have at least 20 significant trees per acre and where at least 60 percent of the significant trees within the tract or tracts are retained. This does not change the tree canopy requirements.¶
<#>**Tree Replacement Requirements**. In addition to the requirements of WCC 20.80.320 through 20.80.345, trees planted to meet tree canopy requirements in subsection (3) of this section shall meet the following criteria:¶
<#>Sites must be planted or replanted with a minimum of 50 percent evergreen species, except:¶
<#>The evergreen portion of the required planting mix may be reduced by 25 percent when the deciduous mix contains exclusively indigenous species to the Puget Sound region, not including alder; and¶
<#>Sites obtaining tree canopy requirements solely through street trees are exempt from the requirement to include evergreen species in the planting mix;¶
<#>Sites requiring replanting of tree canopy must plant no more than 30 percent of trees from the same species and no more than 60 percent of trees from the same taxonomic family.¶
<#>Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;¶
<#>When preparing the landscaping plan, applicants are encouraged to meet the requirements of subsection (3) of this section by conserving existing tree canopy, including ...

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Deleted: <#>**Tree Canopy Retention Modifications.** An applicant may reduce the tree canopy requirements of subsection (3) of this section by no more than five percent through a tree canopy retention modification when all of the following criteria and those in this section are met:¶ ...

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section, and that such trees will be planted in sufficient quantities to meet the intent of this section.

20.51.360 Seasonal Clearing Activity Limitations.
Land disturbing activities shall be limited seasonally pursuant to WCC 20.80.735(2)(d) (Water Resource Special Management Areas).

Commented [CES31]: Though this already applies, staff proposes to insert this to provide applicants a cross-ref. to applicable code.

20.71.400 Building setback/buffer areas.

.401 Setbacks for all properties within the overlay district shall be as follows: roads classified as state highways, principal arterials, minor arterials, and collector arterials or major collectors shall have a minimum setback of 30 feet; and roads classified as minor collectors, local access streets, neighborhood collector or minor access streets shall have a minimum setback of 20 feet; provided, that the road right-of-way meets the minimum standard for road rights-of-way pursuant to the Whatcom County Development Standards.

.402 Roof overhangs or other overhanging architectural features shall not project further than 18 inches into the side or rear yard setbacks. Such overhangs may extend three feet into the front yard setback; however, in no case shall they extend more than one-half the depth of the front yard setback.

20.71.600 Development criteria.

20.71.601 Parking space dimensions.

A standard parking space shall have the rectangular dimensions of 10 feet in width and 20 feet in length; provided, that for any parking area of six or more spaces, 50% of all spaces may have the rectangular dimensions of eight feet in width and 15 feet in length; and further provided, that these spaces are marked for use by compact automobiles. Except in single-family residential areas, all dimensions shall be exclusive of driveways, aisles and other circulation areas required under WCC 20.80.560 and 20.80.570.

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20.71.602 Parking requirements.

Parking shall conform to the requirements of WCC 20.80.500 through 20.80.590 unless otherwise specified in this section. Minimum parking requirements may be reduced through any of the following methods:

(1) A shared parking agreement has been filed with the County Auditor establishing a shared parking lot for land uses with noncompeting hours of operation, or for multitenant retail and commercial facilities; provided, the parking lot is not located further than 700 feet from any of the uses it is intended to serve.
   (a) The minimum required parking in shared facilities shall be based on the land use with the highest parking demand.
   (b) Mixed use developments with similar operating hours may be required to submit a parking demand study to determine if parking can be combined.

(2) A 20% reduction may be approved if an establishment is located within 1,000 feet of any regularly scheduled bus stop.

(3) The Director determines that a reduced requirement will reduce overall hard surfaces while maintaining consistency with this title.

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20.71.603 Alternative surfacing methods.

Alternative surfaces including, but not limited to, bark or wood mulch, washed gravel, grid/lattice systems, permeable interlocking pavers, pervious concrete, porous asphalt, and other similar approved materials are encouraged. Alternative surfacing methods may be approved for fringe or overflow parking areas; emergency parking areas, private roads, fire lanes, road shoulders, bike paths, walkways,

patios, driveways, and easement service roads in residential or commercial zones unless site constraints make use of such materials detrimental to water quality. Utilization of alternative surfacing methods shall be subject to review and approval by the Whatcom County public works department, the fire marshal and/or the County Americans with Disabilities Act (ADA) coordinator for compliance with other applicable regulations and development standards. Surfaces shall be considered hard surfaces under WCC 20.71.300 unless the following conditions are met:

(1) Bark, wood mulch, and washed gravel shall be designed and installed so that all rain water falling upon the alternative surface will be infiltrated directly beneath the alternative surface without generating surface runoff based on the one-year/24-hour storm event.

(2) Other alternative surface methods shall be designed and installed in accordance with the guidelines in the 2005 Low Impact Development Technical Guidance Manual for Puget Sound or subsequent version, prepared by the Puget Sound Action Team (Publication No. PSAT 0503), as applicable. No pervious surface credit shall be given for projects using an underdrain system.

20.71.604 Vehicular access.

Driveways and curb cuts shall be minimized along all arterial and collector roads. Each existing lot shall be allowed only one driveway or curb cut; adjacent lots are encouraged to share access points. In new developments, lots or leased sites shall be oriented toward internal driveways, parking areas, or roads with limited access to arterial or collector roads.

20.71.700 Roads, curbs, gutters and sidewalks.

The intent of this section is to reduce hard surfaces and stormwater runoff. Innovative street sections that do not compromise public safety shall be encouraged in the watershed. Narrow streets and reduced sidewalk standards that satisfy pedestrian and vehicular circulation requirements may be implemented with the approval of the Whatcom County Public Works Department. Unless specifically required, roads shall not be wider than the minimum applicable standard. A rural road standard may be approved for urban density residential areas where the developer provides adequate off-street parking and pedestrian walkways.

20.80 Supplementary Requirements

20.80.630 Stormwater and drainage.

(1) Unless exempted in WCC 20.80.631 (stormwater and drainage, exemptions), all development activity on lands within Whatcom County shall be subject to stormwater management requirements as follows:

(a) NPDES Phase II Permit Area. Except in the Lake Whatcom Watershed Overlay District, development activity inside the NPDES Phase II permit area shall comply with:

(i) The current Stormwater Manual;

(ii) Appendix 1, Minimum Technical Requirements, of the Western Washington Phase II Municipal Stormwater Permit; and

(iii) Appendix 7, "Determining Construction Site Damage Transport Potential," of the Western Washington Phase II Municipal Stormwater Permit.

(b) **Lake Whatcom Watershed Overlay District.** All development activity inside the Lake Whatcom Watershed Overlay District shall comply with Chapter 20.51 WCC, Lake Whatcom Watershed Overlay District, which satisfies all 2013 Western Washington Municipal Stormwater Permit development and redevelopment requirements.

(c) **Stormwater Special Districts.** Except for areas within or that overlap with the NPDES Phase II permit area (see subsection (1)(a) of this section), development activity inside stormwater

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special districts (as defined by WCC 20.80.635) shall comply with the current Stormwater Manual, using the following modified minimum requirements in the table below, and using the current Stormwater Manual's definitions of terms for "stormwater site plan," "impervious surface," "hard surface," "land disturbing activity," "project," "site," and "replaced hard surface":

… (Editor's Note: The *Modified Thresholds for Stormwater Management Table Within Special Stormwater Districts* not shown as it's not being proposed to be amended)

(d) **Outside (i) the NPDES Phase II Permit Area, (ii) the Lake Whatcom Watershed Overlay District, and (iii) the Stormwater Special Districts.** Development activity outside the NPDES Phase II permit area, Lake Whatcom Watershed Overlay District, and stormwater special districts (as defined by WCC 20.80.635) shall comply with the current Stormwater Manual, using the following modified minimum requirements in the table below, the definitions for land use intensity in subsection (e) of this section, and using the current Stormwater Manual's definitions of terms for "stormwater site plan," "impervious surface," "hard surface," "land disturbing activity," "project," "site," and "replaced hard surface":

… (Editor's Note: The *Modified Thresholds for Stormwater Management Table Outside the NPDES Phase II Permit Area, the Lake Whatcom Watershed Overlay District* not shown as it's not being proposed to be amended)

… (Editor's Note: Subsection (e) not shown as it's not being proposed to be amended)

(2) No project permit shall be issued prior to meeting the stormwater requirements of this section and/or the current Stormwater Manual. Advisory Note: Certain stormwater discharges to natural receiving waters are subject to state water quality standards and the requirements of the National Pollutant Discharge Elimination System (NPDES). Hydraulic project approval (HPA) may also be required if stormwater is discharged to a water body or stream that provides, or could provide, habitat for fish.

20.80.631 Exemptions.

…

(2) Commercial agriculture practices (as defined in the current Stormwater Manual, involving working the land for production are generally exempt. However, the conversion from timberland to agriculture and the construction of impervious surfaces are not exempt.

…

20.80.634 Stormwater conformance.

All development shall conform to the following requirements:

(1) General.
  (a) Stormwater discharges must be controlled and treated as required by law.
  (b) Best management practices (BMPs) shall be used to comply with the regulations in this chapter. If appropriate BMPs are not referenced in the current Stormwater Manual, experimental BMPs may be considered. However, experimental BMPs must be approved by the County prior to implementation.

…

(2) Erosion and Sediment Control.

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(a) All proposed projects that will clear, grade, or otherwise disturb the site shall provide erosion and sediment control (ESC) that prevents the transport of sediment from the site to drainage facilities, water resources and adjacent properties.
(b) Erosion and sediment controls shall be selected and applied in accordance with the current Stormwater Manual.

Chapter 20.97 Definitions

20.97.091.1 Current Stormwater Manual.
"Current Stormwater Manual" means the County Engineer approved Washington State Department of Ecology (WSDOE) Stormwater Management Manual for Western Washington edition that is in effect on the date that the county receives a complete application for the project, work, or activity.

20.97.419 Significant tree.
Any evergreen tree 12 inches or greater in diameter at breast height (DBH) or deciduous tree 8 inches or greater DBH. Diameter at breast height shall be measured four and one-half feet above existing grade. The Director may authorize the exclusion of any tree, which for reasons of health or age is not desirable to retain, from this definition.

Commented [CES132]: POLICY ISSUE #4 (in staff report): Public Works has requested that all references to "the current stormwater manual," and that the County Engineer need approve a new manual prior to its use so as to give time for training on it.

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20.97.436.4 Tree, significant.

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Any evergreen tree, 612 inches or greater in diameter at breast height (DBH) or deciduous tree, fiveeight inches or greater DBH. Diameter at breast height shall be measured four and one-half feet above existing grade. The director of planning and development services may authorize the exclusion of any tree, which for reasons of health or age is not desirable to retain, from this definition.¶

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-469

File ID:	AB2022-469	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/24/2022	**Entered by:**	JNixon@co.whatcom.wa.us		
Department:	Council Office	**File Type:**	Council Appointment Requiring Introduction		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Receipt of application(s) to fill a vacancy on the Climate Impact Advisory Committee, applicant(s): Fletcher Wilkinson, Tracy Petroske, and Irena Lambrou (deadline for additional applications is 10:00 a.m. on Tuesday, September 20, 2022)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

CLIMATE IMPACT ADVISORY COMMITTEE
1 vacancy, partial term expiring January 31, 2023.

Prefer previous work or educational experience in subjects including climate change, renewable energy development, energy conservation, energy sector, waste reduction and recycling, farming, food security, land use planning, municipal government and flood mitigation and planning.

The Whatcom County Climate Impact Advisory Committee (CIAC) provides review and recommendations to the Whatcom County Council and Executive on issues related to the preparation and adaptation for, and the prevention and mitigation of, impacts of climate change. The key focus of the committee is building climate resilience in Whatcom County through mitigation of greenhouse gases and adaptation to a changing climate. The CIAC meets on the third Thursday of every month (5:30 pm to 7:30 pm) and may include 1 to 2 smaller working group meetings per month.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Wilkinson Application, Petroske Application, Lambrou Application

Climate Impact Advisory Committee: Fletcher Wilkinson

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 4, 2021 5:26:32 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Fletcher
Last Name	Wilkinson
Today's Date	1/4/2021
Street Address	[redacted]
City	[redacted]
Zip	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
Primary Telephone	[redacted]
Secondary Telephone	*Field not completed.*
Email Address	[redacted]

Step 2

1. Name of Board or	Climate Impact Advisory Committee

Committee	
Climate Impact Advisory Committee Position:	I have previous work or educational experience in climate change.
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to	Attached

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have over 5 years of professional experience in the climate change and renewable energy fields. I'm the Hopi Tribe's Energy Manager, tasked with transitioning the Tribe away from coal, and developing renewable energy as a long term revenue generator. Previously, I was the Samish Tribe's Climate Adaptation Specialist, in charge of evaluating climate risks to Samish Traditional Territory and creating a climate adaptation plan to mitigate these risks. I have an M.S. in Climate Science and Solutions from Northern Arizona University.
10. Please describe why you're interested in serving on this board or commission	Climate change is a major threat that must be addressed. I'm passionate about working towards long term solutions, and want to get involved in helping to create solutions for our community.
References (please include daytime telephone number):	Todd Woodard, Natural Resources Director, Samish Indian Nation - (360) 630-7992 Karin Wadsack, Program Manager, National Renewable Energy Laboratory - (928) 699-0122 Markus Virta, Western Solar Inc - (360) 201-2067
Signature of applicant:	Fletcher Wilkinson
Place Signed / Submitted	Bellingham, WA
(Section Break)	

Fletcher Wilkinson

[redacted]

Summary

- Renewable energy and climate resiliency professional with 6 years of progressively responsible experience including energy development, project management, climate adaptation and strategic energy planning, grant writing, policy analysis, and collaboration with diverse stakeholders.
- Conducted greenhouse gas inventory for the Flagstaff Unified School District.
- Analyzed electricity use data for Northern Arizona University and modeled a peak-shaving battery storage system that could reduce emissions and save over $30k/year on demand charges.
- Collaborated with community members, government staff, and elected officials on climate and energy policy, planning, and implementation.
- Examined complex climate and energy policy at the local, state, and federal levels and clearly communicated key points to diverse constituencies.

Education

Master of Science, Climate Science and Solutions *Dec. 2015*
Northern Arizona University, Flagstaff, AZ
Emphasis: Climate and Energy Policy
Honors: Graduated with distinction, 3.89 GPA

Bachelor of Science, Environmental Studies *Dec. 2012*
Northern Arizona University, Flagstaff, AZ
Emphasis: Global and Environmental Change
Honors: *Dean's List*

Experience

Energy Manager *Aug 2019 – Current*
Hopi Utilities Corporation, Flagstaff, AZ
- Liaison between federal, tribal, and private partners on multiple energy initiatives.
- Leading effort to develop utility scale solar projects that will generate over $500,000 in annual land-lease revenue for the Tribe.
- Drafted Hopi Utilities Corporation Strategic Energy Plan based on stakeholder input.
- Coordinating effort to form an operational tribal utility.
- Spearheaded multiple energy policy initiatives with Hopi Tribal Council.

Climate Adaptation Specialist *Dec 2017 – Aug 2019*
Samish Indian Nation, Anacortes, WA
- Oversaw community-based climate vulnerability assessment and adaptation plan aimed at preserving over 209 culturally and economically important planning areas for the seventh generation.
- Facilitated Climate Working Group meetings to gather input from Samish tribal members, staff, and council members.
- Led gov-to-gov consultation regarding proposed EPA policy changes with the support of Samish Tribal Council.
- Wrote and was awarded two BIA Tribal Resiliency grants worth ~$300,000 during a very competitive grant cycle.
- Cultivated relationships with regional agencies in order to build partnerships for future projects.

Tribal Renewable Energy Program Coordinator *Mar 2016 – Dec 2017*
Northern Arizona University, Flagstaff, AZ
- Performed an electricity use analysis and created a baseline report for the Hopi Reservation.

- Coordinated with the Hopi Renewable Energy Office, National Renewable Energy Lab, and Bureau of Reclamation to outline economic development opportunities for the Hopi Tribe through renewable energy policy.
- Analyzed renewable energy development options for the Hopi Tribe and Navajo Nation emerging from the then-pending closure of Navajo Generating Station coal-fired power plant and consequent available regional transmission capacity.

Climate Change Program Coordinator *Aug 2016 – Dec 2017*
Institute for Tribal Environmental Professionals
Northern Arizona University, Flagstaff, AZ

- Co-led multi-day climate change adaptation trainings focused on building capacity of tribal environmental staff to integrate climate change planning into their current work and to complete climate adaptation plans for their tribe in the future.
- Presented at the National Academy of Sciences March 13, 2017 workshop on Protecting the Health and Wellbeing of Communities in a Changing Climate.

Wind Policy Analyst *Jan 2016 – Dec 2017*
Four Corners Wind Resource Center
Northern Arizona University, Flagstaff, AZ

- Engaged stakeholders and decision-makers in local and county governments to support their energy policy and planning efforts.
- Authored renewable energy based blog posts for the organization's *Regional Updates* webpage.
- Performed regular reporting to summarize task work and benchmark against a complex set of performance metrics.

Policy Analyst *Feb 2016 – Aug 2016*
National Tribal Air Association
Northern Arizona University, Flagstaff, AZ

- Lead author of the *2016 Status of Tribal Air Report*, which was used by federal and tribal leadership to support decision-making regarding tribal air quality funding, management, and programs.
- Coordinated with EPA and tribal staff to analyze and communicate complex information related to federal policy including the Clean Energy Incentive Program and the Revised Regional Haze Rule.

Climate Science and Solutions Master's Degree *Sept 2014 – Dec 2015*
Northern Arizona University, Flagstaff, AZ

- Prepared transitional greenhouse gas inventories for Flagstaff Unified School District using The Climate Registry's *General Reporting Protocol*.
- Served on a NAU Facilities panel to evaluate and select a solar PV project for the university, resulting in a $4 million investment and reducing annual CO_2 emissions by nearly 1,000 tons.

Climate and Energy Fellow *Summer 2015*
Rep. Raúl M. Grijalva (D-AZ), Washington, D.C.
Ranking Member, House Natural Resources Committee

Graduate Teaching Assistant *Sept 2014 – Dec 2015*
Northern Arizona University, Flagstaff, AZ

Climate Policy Intern *Oct 2013 – July 2014*
RE Sources for Sustainable Communities, Bellingham, WA

Climate Impact Advisory Committee: Tracy Petroske

Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, December 30, 2020 7:14:19 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Ms.
First Name	Tracy
Last Name	Petroske
Today's Date	12/30/2020
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Step 2

1. Name of Board or Committee	Climate Impact Advisory Committee
Climate Impact Advisory Committee Position:	I do not have previous work or educational experience in the requested fields of expertise.
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience,	Attached

qualifications, & interest in response to the following questions	
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Former teacher (physics, mathematics), and Education/Public Outreach professional. I am now the owner of Bell Creek Science Services, a consulting business to capitalize on my blend of science, education, and communication expertise. Services include: Writing, editing, publication support, simplify and condense complex scientific content, create and fact-check materials prior to publication, literature searches, edit English-as-a-Second-Language research articles Curriculum development, create outreach materials, draft scientific posters, prepare Power Point presentations, plan and facilitate public outreach events, meetings and classes Liaison between the general public and elected officials in response to scientific disputes, represent groups through presentations or seminars, assist with identification and development of durable partnerships Field work, includes monitoring of cetaceans, collection of high-altitude tree DNA, classifying downed birds Develop and implement robust scientific study and resource management plans
10. Please describe why you're interested in serving on this board or commission	I would like to be part of the conversation with all stakeholders about practices that affect our climate - how to best manage and maintain our lands in a way that is ultimately beneficial for all stakeholders; the physical environment, wildlife, and human residents. My science background, education/outreach and facilitation experience could be of valuable service as this commission makes decisions and communicates that information to other parties.
References (please include daytime telephone number):	David Roberts, 360-483-7341, Kulshan Environmental Services, LLC Doug Clark, 360-201-3599, WWU Geology Professor
Signature of applicant:	Tracy M Petroske
Place Signed / Submitted	Welcome, WA
	(Section Break)

Bell Creek Science

Tracy McCallister Petroske

[redacted]

Experience	2022-…	**Department of Natural Resources,** Natural Resource Specialist
Experience	2018-22	**Bell Creek Science Services,** Owner-Natural Resource Scientist
	2016-20	**Institute for Global Environmental Strategies,** Science and Education Review
	2016-18	**Caltech**, Education & Public Outreach Coordinator
	2001-16	**Snoqualmie & Bellevue SD**, Educator/STEM Program Manager/Math Chair
	1998-01	**Source Net**, Technical Writer, Software Test & Configuration Manager
	1991-94	**Univ. of Washington**, Graduate student - Oceanography/Environmental science
	1989-91	**Boeing Kent Space Center**, Physicist-Engineer (fluid dynamics)
	1985-89	**Scripps Institute of Oceanography**, Oceanography Research Assistant

Education	2023	**Western Washington University,** M.S. *in progress*, Environmental Policy and Planning, Forest Management/Forest Certification
	2009	**National Board Certification, Teaching**, Adolescence/Young Adulthood Mathematics
	2002	**Pacific Lutheran University, Teaching Certifications**, Environmental/Earth Science, Math, Physics
	1993	**University of Washington,** M.S. Oceanography
	1989	**UC San Diego,** B.S. Physics, minor in Aquatic Biology

Environmental Science Certificates:

- Protected Species Observer Certification
- Cetacean Passive Acoustic Monitoring Certificate
- Bureau of Ocean and Energy Management - Wind Energy Monitoring
- National Marine Fisheries Service - Wind Energy Monitoring
- Operations & Dredging Endangered Species System (ODESS)
- Marine Water Quality Monitoring
- Coastal Observation and Seabird Survey Team
- Windmill Installation and Environmental Impact Assessment
- Mysticetus Data Collection Certificate

QGIS Training

Eastside Fire and Rescue Academy, Emergency Medical Technician

9-1-1 Whatcom Police Dispatch, Call Receiver

Relevant Highlights

WA Department of Natural Resources: Since April, 2022, I am serving as a Natural Resource Specialist working on research coordination for the Olympic Experimental State Forest. I am responsible for managing a multi-million dollar budget and coordinating scientific research experiments on long-term forestry toward ecologically-focused and ethnogeographic forest management methods, and looking at biomass (primarily slash) options rather than burning.

Bell Creek Science Services: I founded this consulting business in 2018 to capitalize on my blend of science, education, and communication expertise. Services include:

- Public Outreach and Education (EPO): Develop EPO programs curriculum for a variety of audiences. Create brochures, write articles and press releases, give oral presentations and interviews, create print and radio media releases, analyze social media and outreach efficacy, solicit citizen scientists and coordinate volunteers, plan and facilitate professional workshops and community events.
- Natural Resource Management and Field Work: Liaison between stakeholders and the public in response to disputes, write grants, identify and develop durable partnerships. Field work, including water quality studies,

cetacean monitoring, collection of high-altitude tree DNA, classification of downed birds. Develop and implement robust scientific study and resource management plans.

Writing & Editing: publication support, simplify and condense complex scientific content, create and fact-check materials prior to publication, literature reviews and analysis, edit English-as-a-Second-Language research articles.

NASA-Institute for Global Environmental Strategies Product Review, *Education consultant*
As needed, I review environmental science educational materials, compose detailed reports, recommend modifications, and take part in web conferences for final analysis. Projects include: (1) Analysis of sea-level rise in US estuaries. (2) Evaluation of temperature projections using NASA's Goddard Institute Climate Model E2.

Caltech: Coordinated four NASA Universe of Learning Programs, including team-writing scripts for NASA UofL videos. Team-wrote grant proposals for Education-Research projects and scientific research papers. Planned and facilitated professional workshops and public events. Picked up a languishing project (STEMdex), performed a needs assessment, formed a working group, and worked with Harvard to automate our project updates.

Education & Education Management: Taught Calculus, Physics, Environmental Science, Calculus, Physics, Biochemistry, Forensics/Law. Managed teams and budgets. Represented the department and district at meetings and public events. Wrote grant proposals. Managed a team for Pearson Education, scoring National Board portfolios. Interfaced with stakeholders to achieve goals, such as an initiative to support students during periods of high absenteeism due to tribal events.

Additional Information & Activities

Technology: Very high-level proficiency with MS Office suite (Word, Excel, PowerPoint, OneNote) and with tools for web conferencing and communication (e.g., Zoom, Slack).

Adventure Scientists, *field data collection*

Example - Summer 2019: DNA collection of Pacific Northwest Alaska Yellow Cedar, to enable the US Forest Service to compile genetic databases which could ensure legal harvesting of wood.

Whatcom Wildlife Rehabilitation– *ongoing, weekly, since April 2018*
Train new volunteers, tube feed juvenile birds and mammals, prepare animal diets, provide enrichment, clean, assist with necessary surgical procedures.

COASST, *[Coastal Observation and Seabird Survey Team] – since Dec 2017*
Monthly solo surveys to locate and identify downed birds at Point Whitehorn, near Birch Bay, WA.

Salish Sea Expeditions
Wrote grant proposals to fund 30 students for multiday science and sailing experiences. On each trip, we addressed a scientific hypothesis by collecting and analyzing hydrographic data.

Underwater BOTS for Girls in Science
Wrote two successful National Science Foundation grant proposals to develop, market and execute an underwater LEGO robotics program for junior high females.

Medical and Emergency Response: 9-1-1 Call receiver, volunteer fire and rescue, active member of Bellingham Mountain Rescue Council.

Publications and Certificates
(prior name: McCallister-Roberts)

Roemmich, D. and **T. McCallister** (1989), Large Scale Circulation of the North Pacific Ocean. Progress in Oceanography, Vol. 22, pp 171-204.

Roemmich, D, **T. McCallister** and J. Swift, (1991), A Transpacific Hydrographic Section along Latitude 24 N: Distribution of Properties in the Subtropical Gyre. Deep-Sea Research, Vol. 38, supplement 1A, pp S1-S20.

Roberts, Tracyanne M. Boys, Girls, and the Pursuit of Science. *Astrobites*, Astrobites, 11 Aug. 2017, astrobites.org/2017/08/12/boys-girls-and-the-pursuit-of-science/.

Roberts, Tracyanne M. STEMdex Technical paper, NASA UofL Basecamp, 2017.

Rebull, L.M., **T. Roberts**, et al., Motivations of Educators for Participating in an Authentic Astronomy Research Experience Professional Development Program, Physical Review Physics Education Research, 14, 010148, June 2018.

Rebull, L, D. French, W. Laurence, **T. Roberts,** et al. (2018), Major outcomes: An Analysis of 8 years of Data from NITARP, *Physical Review Physics Education Research,* 14, 010148, June 2018.

L. M. Rebull, M. Fitzgerald, **T. Roberts**, et. al., The NASA/IPAC Teacher Archive Research Program (NITARP), Physics Education, arXiv:1804.08743, April 2018


The University of Washington

The Regents of the University on recommendation of the University Faculty and by virtue of the Authority vested in Them by Law have conferred upon

Tracyanne M. Petroske

the degree of

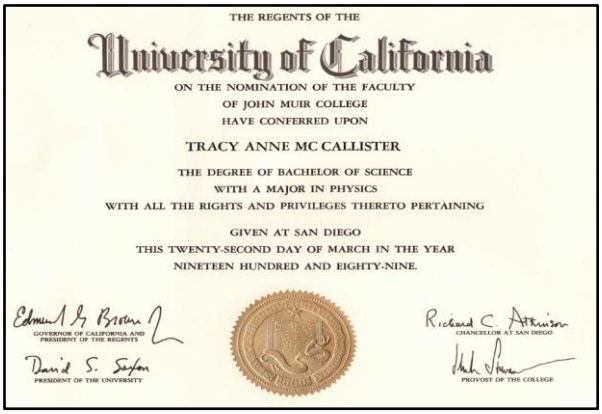
Master of Science

and have granted all the Rights, Privileges and Honors thereto pertaining Given at Seattle, in the State of Washington, this nineteenth Day of March, One Thousand Nine Hundred and Ninety-three, in the One Hundred and thirty-third Year of the University.

President of the Board of Regents

President of the University

Dean, Graduate School


THE REGENTS OF THE

University of California

ON THE NOMINATION OF THE FACULTY
OF JOHN MUIR COLLEGE
HAVE CONFERRED UPON

TRACY ANNE MC CALLISTER

THE DEGREE OF BACHELOR OF SCIENCE
WITH A MAJOR IN PHYSICS
WITH ALL THE RIGHTS AND PRIVILEGES THERETO PERTAINING

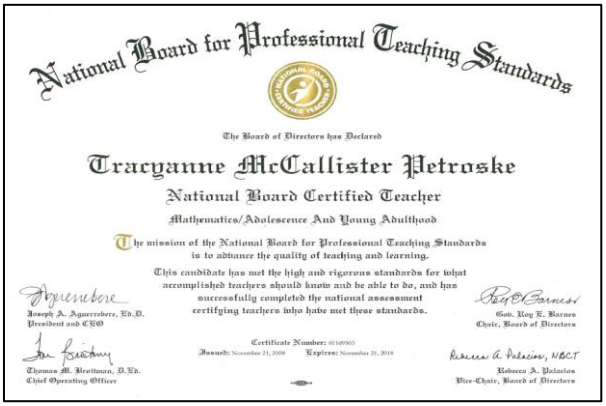
GIVEN AT SAN DIEGO
THIS TWENTY-SECOND DAY OF MARCH IN THE YEAR
NINETEEN HUNDRED AND EIGHTY-NINE.

GOVERNOR OF CALIFORNIA AND PRESIDENT OF THE REGENTS

PRESIDENT OF THE UNIVERSITY

CHANCELLOR AT SAN DIEGO

PROVOST OF THE COLLEGE


National Board for Professional Teaching Standards

The Board of Directors has Declared

Tracyanne McCallister Petroske

National Board Certified Teacher

Mathematics/Adolescence And Young Adulthood

The mission of the National Board for Professional Teaching Standards is to advance the quality of teaching and learning.

This candidate has met the high and rigorous standards for what accomplished teachers should know and be able to do, and has successfully completed the national assessment certifying teachers who have met these standards.

Certificate Number:

Issued: November 21, 2008 Expires: November 21, 2018

Joseph A. Aguerrebere, Ed.D.
President and CEO

Thomas M. Brottman, D.Ed.
Chief Operating Officer

Gov. Roy E. Barnes
Chair, Board of Directors

Rebecca A. Palacios, NBCT
Vice-Chair, Board of Directors

Grantee Report

Please fill out the fields below to submit the final report for your grant. When you are finished, click Save, and then click Next. You will then have an opportunity to specify up to three optional files for upload. Please note that you may submit an inquiry for new funding once you submit this final report. New inquiries are due by March 15th or September 15th.

Organization	Western Washington University Foundation
Request Number	21-04394
Award Date	October 6, 2021
Amount Awarded	40,000
Report Due Date	September 1, 2022
Submission Date	

Your Responses

Describe in one concise paragraph the most significant accomplishment that resulted from this grant. This paragraph is the most important part of the final report and will be read by the Foundation's Board of Trustees. In this paragraph, please use the third person when referring to your organization, as if you are an outside consultant reporting to the Foundation.

Most Significant Accomplishment

As a result of this grant, Western Washington University's (WWU) Sustainable Communities Partnership program has initiated four climate resilience focused projects in rural Whatcom and Skagit counties that have great potential for multi-year engagement and impact. These projects include faculty and students mapping climate resilience community assets and vulnerabilities, developing business models for carbon sequestration, understanding perceptions of air quality in order to generate solutions that center community needs, and integrating climate science into a snow school curriculum for rural youth. These pilot projects have offered lessons and insights for developing a community-university climate resilience partnership model that can be shared across the region and country.

Describe what lessons were learned. The Foundation is interested in lessons drawn from successes and failures alike. What strategies worked that might be replicated elsewhere? What approaches fell short of expectations, and why?

Lessons Learned

One lesson that emerged in working with rural residents who are being impacted the most by poor air quality is the value of engaging where those residents already frequent (grocery stores, gas stations, food banks, etc.) for informal conversations, as opposed to hosting events. One pilot project scoping process started with the idea of hosting one focus group, then shifted to plan two focus groups, then abandoned that idea entirely to table at multiple venues instead. This evolved strategy helped gather more feedback from a more diverse audience than likely would have shown up to the focus group event.

Another lesson that emerged was that “climate resilience” is a term that means different things to different people, so including definitions and tangible examples during partnership development and project scoping is imperative for shared understanding and clear expectations. The project scoping process with Concrete Resource Coalition was long and quite involved. While that was valuable dialogue for all involved parties and it supported trust-building, it seems as though this process could be shortened with a couple of tools for

The projects were of higher quality when the faculty members established strong relationships with community partners, themselves, as opposed to relying on SCP staff to serve as a liaison. This was demonstrated within the air quality exploration project completed for east Whatcom County. The faculty member was really engaged in initial community partner conversations, which meant that she had built trust with the community and had a great understanding of the needs within the community. As a result, this faculty member was able to guide and support her students most effectively.

Finally, the individuals who are experiencing acute impacts of climate change have very little capacity for partnership development, even when the potential support is significant. The lesson was learned in attempting to work with flood-impacted farmers after the November, 2021, flooding incident in northwest Washington. The translation in terms of future partnership development is that 1) mapping potential vulnerabilities within communities and developing strong partnerships prior to acute impact, whenever possible, is beneficial, and 2) when strong existing partnerships do not already exist, there is value in engaging partners who already work closely with impacted communities.

Describe the overall health of the organization. The Foundation is interested in the strength and involvement of the board, significant changes to staff, and size and involvement of the organization's membership, and how that relates to the most significant accomplishment you described above.

Overall Health

The Sustainability Engagement Institute (formerly Office of Sustainability) staffing has remained stable through this project. The Interim Director, and former SCP coordinator, has transitioned to a permanent Associate Director role with continued engagement in this project, and Dr. Grace Wang has transitioned to Institute Director. The graduate assistant provided deep engagement throughout the academic year. The project coordinator, intended to be hired within WWUs Center for Community Learning has yet to be hired due to COVID-19 impacts. However, we hired a recent master’s program graduate to fulfill coordinator responsibilities in the interim. Since the grant application submission, the university has established a President’s Sustainability Council, elevating the importance of sustainability and climate-focused work on our campus and within the broader community. Further, WWU’s attention to our current strategic plan goals, including deep engagement with place, continues to be a driver for this work on WWU’s campus.

Review the budget information and funding plan from the application submitted to the Foundation and describe the organization's general financial status. Please explain any major discrepancies from the information submitted in the application. Please do not submit a financial statement.

Financial Status

COVID-19 has had a few impacts on our budget; we have underspent. We have engaged in less travel associated with projects than anticipated. With the growing comfort with remote meeting options, and

the continued risk of COVID-19 transmission, some of the meetings we would have normally done in person were done virtually, reducing travel costs. We have also spent less than we budgeted for events because we shifted one of our faculty listening sessions to virtual when the Omicron variant was spiking in our community. Finally, in the next year, we plan to either increase hours for a temporary project coordinator position, or hire the permanent position within the Center for Community Learning, because we were a bit low on hours worked in the first year of the grant. All other elements are right around what was projected.

Diversity, Equity and Inclusion

If applicable, how did this project engage in Diversity, Equity, or Inclusion activities?

Diversity, Equity, Inclusion

This project engaged in diversity, equity, and inclusion activities through 1) thoughtful dialogue on this topic within faculty network conversations, 2) the careful selection of partners, and 3) the methodologies engaged within the pilot projects. Throughout this project, equity considerations were most often framed in the context of disproportionate climate change impacts and vulnerabilities. Diversity and inclusion considerations were most directly integrated in community-engagement methodology as part of pilot projects.

In the first faculty listening session, faculty were prompted to discuss what equity might look like within their climate resilience pilot project ideas. The SCP staff team brought this into conversations with community partners, faculty, and students regularly from that point forward. Further, SCP staff intentionally developed partnerships within communities that experience disproportionate impacts from climate change and/or face barriers to addressing climate change. For the first round of pilot projects, this translated to working in rural Whatcom and Skagit Counties, and with students in schools in Whatcom County with higher than Washington state average free and reduced lunch percentages. There is interest in expanding to tribal communities and struggling populations within larger communities in northwest Washington. Finally, student teams were encouraged to consider the impact of their methodology on whose voices were captured within projects.

Evaluation of Outcomes

For each outcome you provided in your grant application, the original outcome text you provided (up to 250 characters) is shown below. Underneath each, please describe the most notable successes, failures, and unanticipated consequences you experienced. If your grant was for General Support, no outcomes will appear and you should leave these fields blank.

Outcome One - An organized network of climate change experts is established, with at least 12 Western faculty members from at least four departments whose work addresses climate change.

Outcome #1 Evaluation

SCP worked with 14 unique faculty from 9 different university departments over the course of the last academic year. This engagement included attendance at the faculty listening sessions SCP hosted and/or facilitation of an SCP climate resilience project.

In November 2021, and February 2022, SCP sponsored faculty engagement listening sessions to discuss climate resilience and equity issues in northwest Washington. This was the first step toward creation of an interdisciplinary network of WWU faculty who are eager to apply their research to solving local climate change challenges, assist local communities, and provide their students with opportunities to work on real-world climate resilience solutions.

In the November gathering, ten WWU faculty and three community representatives gathered for a half-day listening session. The participating faculty members all have climate related research interests and a history of climate-focused or equity work. The participating community representatives all have experience working on previous SCP projects. Several of the faculty participants were new to WWU and/or new to SCP partnerships.

The February session was held with eight participants and was held remotely due to a surge in COVID-19 cases related to the Omicron variant. Discussions in this session focused primarily on understanding faculty research interests and how partnerships among them and with community partners could be synergistic in nature.

These sessions enabled SCP staff to gain an understanding of what climate change expertise WWU faculty can offer, and for all participants to hear about the climate-related projects that faculty wish to undertake. In addition, the listening session allowed time for natural conversations to occur about potential collaborations between faculty and community partners.

While the listening sessions inspired two of the four climate resilience pilot projects that were completed last year, and individual informal connections were made between faculty, there continues to be opportunity to expand the faculty network. It appears that ongoing COVID-19 impacts affected faculty engagement in opportunities outside of necessary obligations to an extent this last year.

Outcome two - Relationships are established or strengthened between program staff and diverse leaders throughout multiple communities in the northern Puget Sound region.

Outcome #2 Evaluation

The SCP team engaged with 18 partners and potential partners in northwest Washington over the course of the first pilot year. These individuals were associated with Whatcom County, Port of Bellingham, City of Bellingham, resource centers, non-profits, DNR, community coalitions, and more. This engagement was most effective via individual or small-group conversations that were catered to each potential partner.

The establishment of a partnership with Concrete Resource Coalition was new and required significant trust-building work and a number of project scoping conversations before starting the first project, since there is a history of outsiders making promises and then leaving, or in partnering in extractive ways.

After completing a project in 2021 in east Whatcom County, it was meaningful to be able to deepen relationships with leaders there by facilitating additional projects.

Finally, SCP has a history of working primarily with municipal partners. The expansion of partnership opportunities into non-profits and community coalitions will allow SCP to address the most pressing climate resilience projects most effectively.

There were some organizations on the initial outreach list that had great climate resilience partnership potential that were either unresponsive or shared that they did not have capacity to engage at that time. It will be worth reaching out again this coming year in different ways. This might look like attending their scheduled events, networking to have trusted partners make introductions, and/or attempting other mechanisms for engagement such as hosting thematic social learning events.

Outcome Three - A climate resilience project menu including at least 6 project areas is developed.

Outcome #3 Evaluation

A climate resilience project menu with 11 project areas has been developed (energy studies, education & outreach, business development, journalism, GIS, transportation, planning, community development, community engagement, sustainability, and disaster risk reduction). This menu was developed by benchmarking similar community-university partnership programs around the country, defining climate resilience for Sustainable Communities Partnership, and determining capacity/expertise at WWU. This tool is not meant to be prescriptive or comprehensive, but instead serve as a conversation starter.

While there is reason to believe this tool will make climate resilience projects feel more accessible and tangible, the SCP staff team is looking forward to additional testing of the tool with the next round of projects and partners.

Outcome Four - SCP coordinates the completion of three climate-resilience pilot projects from the project menu, in the identified communities, over the course of the 2021-22 academic year.

Outcome #4 Evaluation

In the 2021-2022 academic year, five climate resilience pilot projects were completed that align with the project menu referenced in outcome number three. These projects were located in the upper Skagit Valley, rural Whatcom County, and Kendall, WA. These were communities and geographic regions that were identified as being frequently overlooked, facing disproportionate impacts, or potentially experiencing significant barriers (economic, social, political) to addressing climate change. One of the unanticipated challenges in implementing pilot projects was that the scoping and engagement process took longer than was expected, both with community partners and faculty members. It is believed that this was due to 1) the complex nature of defining and communicating about climate resilience and 2) the challenges individuals and organizations continued to face as a result of COVID-19 that influenced time and energy available for this work. Each of the five projects is summarized below.

Project #1: Air Quality and Environmental Justice in the Columbia Valley

This project was competed in partnership with East Whatcom Regional Resource Center, Northwest Clean Air Agency, Kendall Elementary School, Foothills Foodbank, and East Whatcom Clean Air Committee. Rural eastern Whatcom County has been faced with a variety of environmental problems related to the changing climate. In this project, students in Dr. Kate Darby's *Power, Privilege, and the Environment* course focused on the worsening air quality brought on by wildfires, household stoves used during power outages and extreme weather, and residential burn piles. Students held listening sessions to better understand the opinions and perspectives residents hold on this topic. The students engaged with community members at scheduled events such as a community health fair, town halls, and the weekly food bank distributions. They also set up pop-up conversation locations at the local gas station. Based on this data collection (57

conversations with community members), initial recommendations were made for ways that future WWU courses might explore solutions to the problems identified by community members.

Project #2: Carbon Sequestration and Equitable Energy Supply

Washington state Department of Natural Resources (DNR) regional staff are interested in the feasibility of development of a COGEN facility (and a biochar furnace) near Kendall, WA. Residual wood from local logging operations would be converted into heat for residents and electricity which could be sold to local public utilities. Students in Dr. Craig Dunn's *Greening Business Applications* course analyzed the economic, environmental, and social costs and benefits of this business opportunity as a basis for 'marketing' the opportunity to a third-party vendor. Additional use of the land (concurrent with COGEN) could include a biochar production facility for carbon sequestration and recreational opportunities. The students developed a business plan and created a presentation that describes the business opportunity. The next phase of this project will include further research and analysis of benefits connected to social and environmental justice in the region.

Project #3 GIS Hazard Identification and Social Resources Mapping

Historic flooding in 2021 inspired the Concrete Resource Coalition to consider expanding its scope to include emergency preparedness and climate resilience. This GIS mapping project grew out of that interest. It was completed by students from WWU's *Advanced GIS Applications* course, taught by Dr. Aquila Flower. The students mapped vulnerabilities to wildfire, flooding, landslides, earthquakes, and lahar flows; as well as social resources available within the community. After a second phase of map refinement to improve accessibility of the maps and to include additional climate resilience factors, these maps will be used as a conversation starter in a community engagement process aimed at identifying needs and interests associated with climate resilience next steps for the upper Skagit Valley.

Project #4 Snow School Climate Education

Mt. Baker Snow School is a cooperative program between Mt. Baker Ski Area, Northwest Avalanche Center, WWU, and the U.S. Forest Service. Mt. Baker Snow School is an outdoor winter learning adventure combining applied science education with snowshoe-powered exploration. Middle and high school students and their teachers engage in research and hands-on learning around the themes of weather, watersheds, and climate. This winter, the program served 280 students from four different schools in Whatcom County, WA. These schools are in underserved communities with over half of the students receiving free or reduced lunch. In addition, this program engaged 26 college-aged volunteers, 9 of whom were from WWU. The Snow School curriculum was updated in partnership with SCP to further enrich climate change related learning. Using the concept that warming temperatures increase the abundance of snow algae, students learned how a reduction in albedo leads to an increase in early season snowmelt. They further learn how that impacts streamflow in our local Nooksack River, leading to an increase in the severity of spring floods and summer drought. Furthermore, SCP helped write a grant that will allow even more climate-related environmental education units to be developed by a WWU graduate student. This collaborative program, with the enriched learning modules, will continue for the 2022-23 academic year and beyond.

Project #5 Food and Farm Resilience Post-Disaster

Following the occurrence of wildfire and flooding in the area surrounding Whatcom County, a student initiated a research project to better understand how the agriculture sector has been supported through these challenges. Data was collected through the facilitation of a focus group. Despite good practices in focus group outreach and recruitment, attendance was quite low. It is believed that a combination of COVID-19 impacts and spring timing, when farmers were busy preparing for their growing seasons, affected attendance. In addition to changing the timing of this project to sometime in the winter, in the future it might also be beneficial to have a trusted community partner co-host the focus group. This project lacked an invested community partner from the beginning, despite community interest. The focus group participants did offer some suggestions for support areas, including facilitating conversations about climate resilience, fostering relationships between farmers and community members, and developing infrastructure to support climate resilience. If community partners and WWU faculty are interested in exploring these ideas in more depth, there is potential for future engagement and impact.

Outcome Five - Best practices and lessons learned from the initial year of the Community-University Climate Resilience Partnership Project are identified, compiled, and distributed as an executive summary to communities that are interested in climate resiliency pro...

Outcome #5 Evaluation

A set of best practices and lessons learned in the first pilot year have been assembled, and some outreach has been done to gauge interest in different distribution options, including a webinar with Association of Washington Cities. The final products for distribution are still being refined, but should be complete by the end of October.

Please upload additional files only if they are essential for the Foundation to understand the success of your project.

My inclination is to not upload anything for the interim report, but to share final reports and other final deliverables for the final report. What do you think?

Climate Impact Advisory Committee: Irena Lambrou

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 5, 2021 2:55:43 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	Irena
Last Name	Lambrou
Today's Date	1/5/2021
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	*Field not completed.*
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Step 2

1. Name of Board or	Climate Impact Advisory Committee

Committee	
Climate Impact Advisory Committee Position:	I have previous work or educational experience in food security.
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I'm a realtor
You may attach a resume or detailed summary of experience,	Attached

qualifications, & interest in response to the following questions	
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	To Whom It May Concern: Sustainability and moving towards a sustainable future for the coming generations has been the motivating source of my academic career. My undergraduate work focused on food insecurity and the food waste problem pervasive throughout the globalized world. With a lens of anthropology and food justice, one is forced to equate sustainability to social justice and equity.
10. Please describe why you're interested in serving on this board or commission	I'm currently an instructor at Whatcom Community College, and was recently offered the position of Sustainability Faculty Coordinator (and I act as chair of the Sustainability Committee). This role is meant to help WCC connect with the community at large, and therefore, I thought serving on this board would be beneficial to Whatcom Community College and help us collaborate with the climate change efforts of our city. Also, it would give me a chance to disseminate information from the city to our college, and student body. I believe that I bring a unique perspective as I a community member at large. Not only have I volunteered at surrounding farms, supported local sustainable and climate justice initiatives, I am also an MNAC representative, and I have used this platform to bring to light redlining in our city & I have been part of planning /development talks surrounding the housing crisis; recently, I endorsed Christine Grant for PUD Commission in this year's election because she is campaigning to become more energy efficient, and I have spoken twice at City Council meetings on the matter of moving away from fossil fuels in the core Bellingham commercial buildings. Additionally, I have been part of the SAFE Cities Bellingham Chapter/workgroup since October. Thank you in advance for considering me for this position, sincerely, Irena
References (please include daytime telephone number):	Barry Maxwell, 360.383.3536
Signature of applicant:	Irena Lambrou
Place Signed / Submitted	Todos Santos, Mexico
	(Section Break)

Whatcom
COMMUNITY COLLEGE

Whatcom Community College
237 W. Kellogg Road Bellingham,
WA 98226
[redacted]

IRENA LAMBROU

EDUCATION

University of CA: Santa Barbara
B.A. French, B.S. Anthropology **2008**

Western Washington University
M.A. in Anthropology **2014**
Thesis: "Food for Thought: A Case Study of Eating from Dumpsters"

AWARDS

Tuition Fee Waiver Scholarship, Western Washington University January 2012 – March 2012
Professional Development Funds Award

TEACHING EXPERIENCE

Adjunct Faculty at Whatcom Community College
I teach both online and face-to-face classes, all classes are 5 credits. **2016-Present**

Teaching Assistant (4 quarters) **2010-2011**
Collaborated on curriculum and exam development, met with students upon request, graded all written word and was responsible for grade-book input.

EMPLOYMENT EXPERIENCE

WHATCOM COMMUNITY COLLEGE

Adjunct Faculty **2015-Present**
Adjunct faculty, cross-disciplinary studies: Anthropology, Geography and Sustainability. Courses include/have included: Anthropology 100: Introduction to Anthropology, Anth& 206: Introduction to Cultural Anthropology, Geography 115: Geography of the Pacific Northwest, and IDS 170: Introduction to Sustainability.

Sustainability Faculty Coordinator **2021**

REALTOR JULY 2016-PRESENT

John L. Scott, Bellingham, 2020-present

Keller Williams Western Realty, 2017-2020

Century 21 Bay Properties 2016-2017

Western Washington University, Bellingham, Washington
Teaching Assistant **2010 –2011**

U.S. Department of the Interior, Santa Barbara, CA

Archaeologist Technician: Los Padres National Forest **2008**

Duties included but not limited to GIS Arc site recognition; using data points to map sites in comprehensive data reports for Forest Service use.

LANGUAGES

English: native language
French: speak fluently, read/write with high proficiency
Greek: speak, read and write with basic competence

MEMBERSHIPS

Society for Applied Anthropology **2010-2012**

ATTENDED MEETINGS/SEMINARS

Funding and Grant Writing Symposium, Western Washington University 2010

Society for Applied Anthropology, Seattle, WA 2011-2012

Paper Presentation, SfAA Conference, Baltimore, MD 2012

Poster Presentation, AAA Conference, San Francisco, CA 2012

Poster presentation at WWU Graduate Conference 2013

CONTINUING EDUCATION

Community Engagement Fellows Program 2016-2017

The mission of Community Engagement Fellows is to help higher education faculty and community-based educators in northwestern Washington nurture engaged citizens, serve the public, and improve our region and the planet. The Fellowship facilitates the development of effective, sustainable campus-community partnerships that support teaching and research and community development.

Faculty Education Workshops at Whatcom Community College

Opening Week 2020 Sessions

"CURE" 2019

"Change that Matters": An individual examination of learning in the classroom. 2018

"Reading Apprenticeship: Cognitive and Knowledge Building" 2018

A cross-disciplinary workshop intended to encourage students to apply a selection of high-leverage reading strategies, orchestrate independent and group problem solving in the classroom, and surface and build schema in the discipline.

"Motivating your students to learn: Applying the research to practice" 2016

Participants examined several different motivational theories and determine which constructs are most useful for addressing student motivation and then determine how to maintain student motivation through supporting student self-regulation of their learning.

"Using Small Groups and Teams to Enhance Student Engagement" 2016

Provided information on how to create and assess small group and team activities applicable to any content area and strategies for ensuring focused participation by students.

"Sharpen Your Presentation Skills"	2016
"*Change the Matters*"	2018
"Including Land Acknowledgment in Your Curriculum"	2018
"*Community Service that Serves the Community*"	2018

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-493

File ID:	AB2022-493	**Version:**	1	**Status:**	Agenda Ready
File Created:	08/31/2022	**Entered by:**	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	**File Type:**	Resolution Requiring a Public Hearing		
Assigned to:	Council			**Final Action:**	
Agenda Date:	09/13/2022			**Enactment #:**	

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

TITLE FOR AGENDA ITEM:

Resolution approving the Whatcom County Six-year Transportation Improvement Program for the years 2023-2028

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The resolution includes the 2023-2028 Six Year Transportation Improvement Program (STIP), Exhibit A, and capital elements of the first six years of the Fourteen-Year Ferry Capital Program, which is attached hereto as Exhibit "B"

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Resolution, Exhibits A and B

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memo

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

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer JPK

Date: August 31, 2022

Re: Six-Year Transportation Improvement Program (STIP), 2023-2028 Introduction, Public Hearing and Adoption

Requested Action:

As a follow-up to our August 9th work session with County Council, the Department of Public Works requests that the STIP Resolution and its associated exhibits, 2023-2028 Six-Year Transportation Improvement Program and 2023-2036 Fourteen-Year Ferry Capital Program, be introduced on the September 13th County Council meeting. We then request that a public hearing be advertised for and held at the September 27th County Council meeting, with the resolution potentially adopted at said meeting.

Background and Purpose:

Each year the County is required to update its Six-Year Transportation Improvement Program, per RCW 35.77.010 and RCW 36.81.121. The County is also required to prepare a Fourteen-Year Ferry Capital Program each year per RCW 36.54.015 and an Annual Bridge Report per RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Capital Program which is Exhibit "B" of the resolution.

Information:

1- **Memorandum to County Executive and Council**
   Attachment "A" – Removed, Modified, and Added Projects
   Attachment "B" - 2023-2028 Capital Projects List
   Attachment "R1-R43, B1-B14, F1-F2, Y1-Y10" – Project Narrative Sheets
   Attachment "C1"- Road Fund Balance Projections
   Attachment "C2"- Road Fund Revenue Projections
   Attachment "C3"- Road Fund Expenditure Projections
   Attachment "D" - Roadway Priority Rating Program
   Attachment "E" – Annual Bridge Report

2- **2023-2028 Six Year Transportation Improvement Program Resolution**
   Exhibit "A"- 2023-2028 Six-Year Transportation Improvement Program
   Exhibit "B"- 2023-2036 Fourteen-Year Ferry Capital Program

PROPOSED BY: _____

INTRODUCED: 9/13/2022

RESOLUTION NO. _____

SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FOR THE YEARS 2023 THROUGH 2028

WHEREAS, pursuant to RCW 36.81.121, Whatcom County is required to prepare and approve a Six-Year Transportation Improvement Program each year; and

WHEREAS, pursuant to RCW 36.54.015, Whatcom County is required to prepare a Fourteen-Year Ferry Capital Program each year; and

WHEREAS, the Road Priority Array and the Annual Bridge Report were made available to the legislative authority during the preparation of this program; and

WHEREAS, following approval of the Six-Year Transportation Improvement Program, the law requires an annual review of the work accomplished under the program and a determination of current transportation needs; and

WHEREAS, based upon the findings of the annual review, and after a public hearing, a Six-Year Transportation Improvement Program shall be approved; and

WHEREAS, pursuant to RCW 36.81.121, the Six-Year Transportation Improvement Program and Fourteen-Year Ferry Capital Program must be consistent with the County comprehensive plan pursuant to RCW 36.70A; and

WHEREAS, the Six-Year Transportation Improvement Program attached hereto as Exhibit "A" has been reviewed and determined to be consistent with the County's comprehensive plan; and

WHEREAS, the Fourteen-Year Ferry Capital Program attached hereto as Exhibit "B" has been reviewed and determined to be consistent with the County's comprehensive plan;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council as follows:

1. That the Whatcom County Six-Year Transportation Improvement Program for the years 2023 through 2028, which is attached hereto as Exhibit "A", including the capital elements of the first six-years of the Fourteen-Year Ferry Capital Program, which is attached hereto as Exhibit "B", is hereby approved.

2. That the County Engineer is directed to file a copy of the same with the County Road Administration Board and the State Secretary of Transportation.

APPROVED this _____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Todd Donovan, Chair of the Council

APPROVED AS TO FORM:

_____
Chris Quinn, Senior Civil Deputy Prosecuting Attorney

Attachment "A"

2023-2028 Six Year Transportation Improvement Program (STIP)

Major Project Removals, Modifications and Additions

-Not complete list of all changes-

Projects Removed from 2022-2027 STIP

Project Number	Project Title	Reason/Status
R3	Marine Dr Reconstruction (Locust to Alderwood)	Completed 2022
R13	Hemmi Rd Flood Mitigation	Completed 2022
B10	Mosquito Lk Rd / Hutchinson Crk Trib - Fish Passage	Completed 2022
F2	Lummi Island Breakwater Replacement	Completed 2022

Projects Modified from 2022-2027 STIP

Project Number	Project Title	Reason/Status
R38	Corridor Intersection Alternatives Analysis (6 ea)	Changed the locations analyzed
Y5	Unanticipated Non-Motorized Transportation Imprvmtns	Increased CN for Crosswalk Signals

Projects Added to 2022-2027 STIP:

Project Number	Project Title	Reason/Status
R1	Drayton Harbor Rd – Repair of road fill slope failure	Nov 2021 Event Damage Site
R2	Manley Rd - Repair of road fill slope failure	Nov 2021 Event Damage Site
R3	Sunset Ave - Repair of road fill slope failure	Nov 2021 Event Damage Site
R4	Beach Ave & Island Dr (Lummi Is) – Repair of road fill slope failure and erosion settlement	Nov 2021 Event Damage Site
R40	Corridor Intersection Alternatives Analysis (3 ea)	Review 3 intersections for alternative analysis
R43	Portal Way Reconstruction (BB-Lynden Rd to Blaine CL)	Rough road condition (PMS rating)
B2	Birch Bay Lynden Rd / California Crk – Culvert Replc	Nov 2021 Event Damage Site

2023-2028 Six Year Transportation Improvement Program

Financial Distribution by Year

8/5/2022

Project Costs in Thousands of Dollars

Attachment "B"

Project No.	Project Name	Total 2023-2028	Total Grant 2023-2028	Total Local 2023-2028	2023	2023 Grant	2023 Local	2024	2024 Grant	2024 Local	2025	2025 Grant	2025 Local	2026	2026 Grant	2026 Local	2027	2027 Grant	2027 Local	2028	2028 Grant	2028 Local
	Road Capital Construction																					
R1	Drayton Harbor Road	1,650	775	875	300	100	200	1,350	675	675	0	0	0	0	0	0	0	0	0	0	0	0
R2	Manley Road	610	300	310	610	300	310	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R3	Sunset Avenue	825	500	325	125	50	75	700	450	250	0	0	0	0	0	0	0	0	0	0	0	0
R4	Beach Avenue & Island Drive (Lummi Is)	975	525	450	175	75	100	800	450	350	0	0	0	0	0	0	0	0	0	0	0	0
R5	Birch Bay Drive & Pedestrian Facility	100	0	100	100	0	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R6	East Smith Road & Hannegan Road	5,350	2,000	3,350	4,750	2,000	2,750	600	0	600	0	0	0	0	0	0	0	0	0	0	0	0
R7	Samish Way & Galbraith Lane	110	0	110	110	0	110	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R8	Marshall Hill Road Slide Rpr/Culvert Rplc	1,335	0	1,335	60	0	60	1,275	0	1,275	0	0	0	0	0	0	0	0	0	0	0	0
R9	Birch Bay Lynden Rd. & Blaine Rd.	4,500	1,801	2,699	450	0	450	4,050	1,801	2,249	0	0	0	0	0	0	0	0	0	0	0	0
R10	Smith Road & Northwest Drive	15	0	15	5	0	5	5	0	5	5	0	5	0	0	0	0	0	0	0	0	0
R11	Chief Martin Road, Cagey Road to Kwina Road	10	0	10	10	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R12	Slater Road & Northwest Drive	15	0	15	5	0	5	5	0	5	5	0	5	0	0	0	0	0	0	0	0	0
R13	Birch Bay Drive Crosswalk	485	0	485	485	0	485	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R14	Lummi Nation Transportation Projects	1,655	0	1,655	1,655	0	1,655	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R15	Point Roberts Transportation Improvements	150	0	150	150	0	150	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R16	Innis Creek Road	5	0	5	5	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R17	Birch Bay Drive, Jackson Rd to Shintaffer Rd	2,285	0	2,285	2,285	0	2,285	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R18	Marine Drive II, Alderwood Ave to Brdg No. 172	4,550	800	3,750	0	0	0	250	0	250	650	0	650	3,650	800	2,850	0	0	0	0	0	0
R19	Turkington Road/Jones Creek	300	0	300	300	0	300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R20	Truck Road	70	0	70	70	0	70	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R21	Abbott Road/Levee Improvements	10	0	10	10	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R22	Ferndale Road/Levee Improvements	10	0	10	10	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R23	Lake Louise, Austin St to Lake Whatcom Blvd.	2,795	0	2,795	30	0	30	2,765	0	2,765	0	0	0	0	0	0	0	0	0	0	0	0
R24	Austin Street, Lake Louise to Cable	910	0	910	25	0	25	885	0	885	0	0	0	0	0	0	0	0	0	0	0	0
R25	Northwest Drive, Slater Rd. to Axton Rd.	70	0	70	0	0	0	10	0	10	60	0	60	0	0	0	0	0	0	0	0	0
R26	Axton Road, City of Ferndale to SR 539	5	0	5	0	0	0	0	0	0	5	0	5	0	0	0	0	0	0	0	0	0
R27	Hampton Road, City of Lynden UAB to Van Buren	2,400	690	1,710	5	4	1	10	9	1	2,385	677	1,708	0	0	0	0	0	0	0	0	0
R28	Everson Goshen Road, Smith Rd. to Pole Rd	25	0	25	0	0	0	0	0	0	0	0	0	5	0	5	20	0	20	0	0	0
R29	Lakeway Drive/Terrace, COB to Cable	15	0	15	0	0	0	0	0	0	0	0	0	5	0	5	10	0	10	0	0	0
R30	Lakeway Drive Corridor Improvements	10	0	10	5	0	5	5	0	5	0	0	0	0	0	0	0	0	0	0	0	0
R31	Lincoln Road II, Harborview Rd to Blaine Rd	10	0	10	5	0	5	5	0	5	0	0	0	0	0	0	0	0	0	0	0	0
R32	Slater Road, Lake Terrell Rd to Haxton Wy	15	0	15	0	0	0	0	0	0	0	0	0	0	0	0	5	0	5	10	0	10
R33	Small Area Paving	650	0	650	650	0	650	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
R34	Birch Bay Lynden Rd, Rathbone to Lynden	1,015	0	1,015	5	0	5	10	0	10	1,000	0	1,000	0	0	0	0	0	0	0	0	0
R35	Northshore Road, Bellingham City Limits to Y Rd	10	0	10	0	0	0	0	0	0	0	0	0	5	0	5	5	0	5	0	0	0
R36	South Pass Road	455	380	75	40	20	20	415	360	55	0	0	0	0	0	0	0	0	0	0	0	0
R37	Everson Goshen Road & E. Smith Road	10	0	10	0	0	0	0	0	0	5	0	5	5	0	5	0	0	0	0		
R38	Birch Bay Drive / Lora Lane Culvert Replc	30	0	30	30	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0		
R39	Birch Bay Lynden Rd / Kickerville Rd	1,325	940	385	5	0	5	5	0	5	165	0	165	1,150	940	210	0	0	0	0		
R40	Corridor Intersection Alts Analysis (6 ea)	360	0	360	5	0	5	355	0	355	0	0	0	0	0	0	0	0	0	0	0	0
R41	Corridor Intersection Alts Analysis (3 ea)	185	0	185	5	0	5	180	0	180	0	0	0	0	0	0	0	0	0	0	0	0
R42	Deer Trail Slide Damage Repair	130	0	130	130	0	130	0	0	0	0	0	0	0	0	0	0	0	0	0		
R43	Portal Way, BirchBayLynden Rd to Blaine C/L	15	0	15	5	0	5	10	0	10	0	0	0	0	0	0	0	0	0	0	0	0

Project No.	Project Name	Total 2023-2028	Total Grant 2023-2028	Total Local 2023-2028	2023	2023 Grant	2023 Local	2024	2024 Grant	2024 Local	2025	2025 Grant	2025 Local	2026	2026 Grant	2026 Local	2027	2027 Grant	2027 Local	2028	2028 Grant	2028 Local
	Bridge and Fish Passage Capital Construction																					
B1	Marine Drive/Little Squalicum Bridge No.1	20	0	20	0	0	0	0	0	0	0	0	0	20	0	20	0	0	0	0	0	0
B2	Birch Bay Lynden Rd / California Creek	590	476	114	420	346	74	170	130	40	0	0	0	0	0	0	0	0	0	0	0	0
B3	Jackson Road/Terrell Creek/Bridge No. 81	700	130	570	400	65	335	300	65	235	0	0	0	0	0	0	0	0	0	0	0	0
B4	Mosquito Lk Rd/Porter Crk/Bridge No. 141	5	0	5	0	0	0	0	0	0	0	0	0	0	0	0	5	0	5	0	0	0
B5	North Lake Samish Road/Bridge No. 107	9,725	8,413	1,312	7,425	6,423	1,002	2,300	1,990	310	0	0	0	0	0	0	0	0	0	0	0	0
B6	Goshen Road/Anderson Crk/Bridge No. 248	3,590	2,880	710	240	200	40	3,350	2,680	670	0	0	0	0	0	0	0	0	0	0	0	0
B7	Martin Rd/Anderson Crk/Bridge No. 250	5	0	5	0	0	0	0	0	0	0	0	0	0	0	0	5	0	5	0	0	0
B8	Loomis Trail Rd/Bertrand Crk Trib Brdg No. 497	5	0	5	0	0	0	0	0	0	0	0	0	5	0	5	0	0	0	0	0	0
B9	Flynn Road/Fishtrap Creek Bridge No. 51	5	0	5	0	0	0	0	0	0	0	0	0	5	0	5	0	0	0	0	0	0
B10	Salakanum Wy/Anderson Crk Brdg No. 509	5	0	5	0	0	0	0	0	0	0	0	0	5	0	5	0	0	0	0	0	0
B11	North Fork Road/Kenney Creek	3,550	2,975	575	3,550	2,975	575	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
B12	Deal Road	95	0	95	95	0	95	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
B13	Fox Road/California Creek	525	0	525	255	0	255	160	0	160	110	0	110	0	0	0	0	0	0	0	0	0
B14	Nulle Road/Friday Creek Bridge No. 106	700	0	700	700	0	700	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Ferry Capital Construction																					
F1	Replacement of Whatcom Chief & Terminal	49,429	39,544	9,885	1,436	1,149	287	12,780	10,224	2,556	19,305	15,444	3,861	11,176	8,941	2,235	4,732	3786	946	0	0	0
F2	Relocation of Gooseberry Terminal	150	0	150	50	0	50	50	0	50	50	0	50	0	0	0	0	0	0	0	0	0
	Yearly Capital Construction																					
Y1	Various Bridges Rehabilitation/Replacement	1,800	0	1,800	300	0	300	300	0	300	300	0	300	300	0	300	300	0	300	300	0	300
Y2	Right of Way Acquisition	150	0	150	50	0	50	20	0	20	20	0	20	20	0	20	20	0	20	20	0	20
Y3	Unanticipated Site Improvements	1,800	0	1,800	300	0	300	300	0	300	300	0	300	300	0	300	300	0	300	300	0	300
Y4	Unanticipated Stormwater Quality Improvements	720	0	720	120	0	120	120	0	120	120	0	120	120	0	120	120	0	120	120	0	120
Y5	Unanticipated Non-motorized Transportation Improv	270	0	270	170	0	170	20	0	20	20	0	20	20	0	20	20	0	20	20	0	20
Y6	Fish Passage Project	300	0	300	50	0	50	50	0	50	50	0	50	50	0	50	50	0	50	50	0	50
Y7	Swift Creek Transportation Impacts	400	0	400	100	0	100	60	0	60	60	0	60	60	0	60	60	0	60	60	0	60
Y8	Railroad Crossing Improvements	300	0	300	200	0	200	20	0	20	20	0	20	20	0	20	20	0	20	20	0	20
Y9	Beam Guardrail Replacements/Upgrades	1,200	0	1,200	350	0	350	50	0	50	350	0	350	50	0	50	350	0	350	50	0	50
Y10	ADA Barrier Removal	1,200	0	1,200	200	0	200	200	0	200	200	0	200	200	0	200	200	0	200	200	0	200
Total		112,694	63,129	49,565	29,026	13,707	15,319	33,940	18,834	15,106	25,185	16,121	9,064	17,171	10,681	6,490	6,222	3,786	2,436	1,150	0	1,150

Whatcom County Public Works **ATTACHMENT "C1"** 8/31/2022

Road Fund

FUND BALANCE

Cash Flow Projections ($ in millions)

1	2	3	4	5	6	7	8	9	10	11
		Non-			Capital Program			Ending	Designated	Available
	General	Capital		Const.	Const.	Const.		Fund	Fund	Fund
Year	Revenue	Expense	Net	Revenue	Expense	Lapse	Net	Balance	Balance	Balance
act. 2011	$24.136	($17.733)	$6.403	$1.078	($2.038)		($0.960)	$24.318	$0.397	$23.921
act. 2012	$24.628	($17.904)	$6.724	$1.103	($2.953)		($1.850)	$29.192	$10.460	$18.732
act. 2013	$26.646	($25.083)	$1.563	$3.922	($5.210)		($1.288)	$29.467	$17.204	$12.263
act. 2014	$24.518	($18.147)	$6.370	$7.426	($9.450)		($2.024)	$33.814	$11.434	$22.380
act. 2015	$25.125	($20.406)	$4.719	$6.884	($13.315)		($6.431)	$32.101	$12.151	$19.950
act. 2016	$25.270	($21.455)	$3.815	$3.700	($7.064)		($3.364)	$32.552	$12.250	$20.302
act. 2017	$27.224	($22.458)	$4.766	$0.672	($7.008)		($6.337)	$30.982	$9.394	$21.588
act. 2018	$27.695	($22.657)	$5.037	$1.114	($3.954)		($2.840)	$33.179	$9.000	$24.179
act. 2019	$27.893	($23.033)	$4.860	$3.041	($7.580)		($4.539)	$33.500	$10.000	$23.500
act. 2020	$26.422	($21.746)	$4.676	$3.119	($15.928)		($12.809)	$25.367	$3.000	$22.367
act. 2021	$27.850	($24.121)	$3.729	$4.120	($9.532)		($5.412)	$23.684	$3.000	$20.684
est. 2022	$29.905	($23.988)	$5.917	$4.676	($10.827)		($6.151)	$23.450	$3.000	$20.450
proj. 2023	$28.313	($24.438)	$3.875	$13.707	($29.026)	$2.903	($12.416)	$14.909	$3.000	$11.909
proj. 2024	$28.743	($24.897)	$3.847	$18.834	($33.940)	$3.394	($11.712)	$7.044	$3.000	$4.044
proj. 2025	$29.437	($25.365)	$4.072	$16.121	($25.185)	$2.519	($6.546)	$4.570	$3.000	$1.570
proj. 2026	$29.770	($28.342)	$1.428	$10.681	($17.171)	$1.717	($4.773)	$1.225	$0.000	$1.225
proj. 2027	$29.770	($25.842)	$3.928	$3.786	($6.222)	$0.622	($1.814)	$6.684	$0.000	$6.684
proj. 2028	$30.273	($26.329)	$3.944	$0.000	($1.150)	$0.115	($1.035)	$4.134	$0.000	$4.134

Construction Lapse Used: 10%

Whatcom County Public Works **ATTACHMENT "C2"** 8/31/2022

Road Fund

Cash Flow Projections ($ in millions)

REVENUES

1	2	3	4	5	6	9	10	11	12	13	14	
Year	Property Tax Revenue	General Fuel Tax	Private Timber Harvest	Federal Forest	State Forest	Reimb.	Interfund Charges	Other Revenue	Total Non-Const Revenue	Const. Grants & Loans	Total Revenue	Notes
act. 2011	$16.841	$3.734	$0.181	$0.515	$0.517	$0.351	$0.732	$1.265	$24.136	$1.078	$25.214	
act. 2012	$16.876	$3.784	$0.282	$0.454	$0.739	$0.333	$0.695	$1.465	$24.628	$1.103	$25.731	
act. 2013	$17.870	$3.888	$0.196	$0.000	$0.474	$0.406	$0.706	$3.809	$26.646	$3.922	$30.567	
act. 2014	$18.328	$3.906	$0.144	$0.469	$0.285	$0.361	$0.626	$1.207	$24.518	$7.426	$31.944	
act. 2015	$18.583	$4.012	$0.256	$0.432	$0.533	$0.348	$0.515	$1.251	$25.125	$6.884	$32.009	
act. 2016	$18.935	$4.322	$0.182	$0.428	$0.208	$0.246	$0.688	$1.067	$25.270	$3.700	$28.970	
act. 2017	$19.721	$4.427	$0.165	$0.079	$0.230	$0.432	$0.720	$2.261	$27.224	$0.672	$27.896	
act. 2018	$20.016	$4.556	$0.276	$0.397	$0.501	$0.679	$0.645	$1.433	$27.695	$1.114	$28.808	
act. 2019	$19.879	$4.541	$0.000	$0.379	$0.529	$0.722	$0.743	$1.898	$27.893	$3.041	$30.934	
act. 2020	$20.391	$3.375	$0.000	$0.350	$0.426	$0.599	$0.878	$1.210	$26.422	$3.119	$29.541	
act. 2021	$20.726	$4.268	$0.000	$0.313	$0.247	$0.764	$0.790	$1.549	$27.850	$4.120	$31.970	
est. 2022	$20.959	$4.200	$0.000	$0.350	$0.452	$0.779	$0.814	$3.158	$29.905	$4.676	$34.581	
proj. 2023	$21.206	$4.206	$0.000	$0.350	$0.452	$0.795	$0.838	$1.272	$28.313	$13.707	$42.020	
proj. 2024	$21.584	$4.195	$0.000	$0.350	$0.452	$0.811	$0.863	$1.295	$28.743	$18.834	$47.577	
proj. 2025	$21.868	$4.545	$0.000	$0.350	$0.452	$0.827	$0.889	$1.312	$29.437	$16.121	$45.558	
proj. 2026	$22.166	$4.519	$0.000	$0.350	$0.452	$0.844	$0.916	$1.330	$29.770	$10.681	$40.451	
proj. 2027	$22.166	$4.519	$0.000	$0.350	$0.452	$0.844	$0.916	$1.330	$29.770	$3.786	$33.556	
proj. 2028	$22.482	$4.642	$0.000	$0.350	$0.452	$0.860	$0.943	$1.349	$30.273	$0.000	$30.273	

A Ferry Fund created 1/1/2006 - ferry toll and ferry deficit revenues no longer included in the Road Fund

Whatcom County Public Works **ATTACHMENT "C3"** 8/31/2022

Road Fund **EXPENDITURES**

Cash Flow Projections ($ in millions)

1	2	3	5	6	7	8	9	10	11	12	13	14
Year	108100 108105 M & O	108110 Noxious Weed	10890 Undist. Admin.	Admin. & Acct.	10851 Eng. Admin.	10852/ 10855 Undist. Const. Eng.	10853/ 10854 Eng. Traffic & Develop.	Reimb. Work	108131/ 108920 Other	Total Non-Const.	90000.99999 CRP & PBB Const.	Total Expense
act. 2011	$10.900	$0.246	$0.336	$2.478	$0.869	$0.861	$1.282	$0.580	$0.181	$17.733	$2.038	$19.771
act. 2012	$11.316	$0.224	($0.099)	$2.486	$0.934	$1.009	$1.333	$0.517	$0.184	$17.904	$2.953	$20.857
act. 2013	$11.557	$0.213	$6.851	$2.529	$0.868	$1.239	$1.272	$0.531	$0.023	$25.083	$5.210	$30.293
act. 2014	$12.019	$0.209	($0.119)	$2.333	$0.865	$1.054	$1.310	$0.477	$0.000	$18.147	$9.450	$27.597
act. 2015	$13.345	$0.180	$0.231	$2.978	$0.900	$0.917	$1.410	$0.432	$0.013	$20.406	$13.315	$33.721
act. 2016	$13.858	$0.220	$0.008	$3.357	$0.971	$1.187	$1.495	$0.317	$0.041	$21.455	$7.064	$28.519
act. 2017	$14.175	$0.240	$0.526	$3.293	$1.009	$1.183	$1.466	$0.555	$0.012	$22.458	$7.008	$29.466
act. 2018	$13.939	$0.249	$0.295	$3.361	$1.010	$1.416	$1.508	$0.862	$0.017	$22.657	$3.954	$26.611
act. 2019	$14.201	$0.263	$0.109	$3.649	$1.117	$1.189	$1.738	$0.767	$0.000	$23.033	$7.580	$30.613
act. 2020	$13.006	$0.251	$0.107	$3.942	$1.044	$1.044	$1.724	$0.628	$0.000	$21.746	$15.928	$37.674
act. 2021	$15.395	$0.253	$0.094	$3.897	$1.076	$1.130	$1.490	$0.786	$0.000	$24.121	$9.532	$33.653
est. 2022	$15.000	$0.290	$0.110	$3.994	$1.103	$1.158	$1.527	$0.806	$0.000	$23.988	$10.827	$34.815
proj. 2023	$15.225	$0.297	$0.113	$4.094	$1.130	$1.187	$1.565	$0.826	$0.000	$24.438	$29.026	$53.464
proj. 2024	$15.453	$0.305	$0.116	$4.197	$1.159	$1.217	$1.605	$0.846	$0.000	$24.897	$33.940	$58.837
proj. 2025	$15.685	$0.312	$0.118	$4.302	$1.188	$1.247	$1.645	$0.868	$0.000	$25.365	$25.185	$50.550
proj. 2026	$15.920	$0.320	$0.121	$4.409	$1.217	$1.278	$1.686	$0.889	$2.500	$28.342	$17.171	$45.513
proj. 2027	$15.920	$0.320	$0.121	$4.409	$1.217	$1.278	$1.686	$0.889	$0.000	$25.842	$6.222	$32.064
proj. 2028	$16.159	$0.328	$0.124	$4.519	$1.248	$1.310	$1.728	$0.912	$0.000	$26.329	$1.150	$27.479

Attachment "D"

2022
Whatcom County
Priority Rating Program

2022 Rating	Road Name	From	To	Length	FFC
UC	Marine Drive	Alderwood Avenue	McAlpine Rd	0.51	16
29	Lake Louise Road	Gate 13 (SV)	Austin Street	1.97	16
30	North Shore Road	Bellingham C/L	Y Road	2.87	16
31	Lake Louise Road	Gate 5 (SV)	Gate 13 (SV)	1.59	16
31	Marine Drive	Wynn Road	Alderwood Avenue	0.66	16
32	Lake Louise Road	Lake Whatcom Boulevard	Gate 5 (SV)	0.50	16
34	Lake Whatcom Boulevard	UAB	South Bay Drive	1.95	7
35	South Pass Road	Goodwin Road	North Pass Road	1.74	7
36	Yew Street Road	Tacoma Av (private)	Samish Way	0.71	17
37	South Pass Road	North Pass Road	Frost Road	4.16	7
38	Cain Lake Road	NE Cain Lk Rd	Lake Whatcom Boulevard	0.37	7
39	Hovander Road	Smith Road (W)	Ferndale C/L	0.29	16
39	Lake Whatcom Boulevard	Lake Louise Road	UAB	0.93	17
40	Birch Bay Drive	Alderson Road	Harborview Road	1.14	17
40	Drayton Harbor Road	Blaine C/L	Harborview Road	1.16	18
40	Drayton Harbor Road	Harborview Road	Blaine Road	0.90	17
40	Silver Lake Road	SR 542	Rock Quarry	3.22	8
41	Harborview Road	Lincoln Road	Drayton Harbor Road	0.47	17
41	Marine Drive	Bridge #5	Rural Avenue	1.16	7
41	North Telegraph Road	Sorenson Road	Badger Road (E)	2.19	8
41	North Telegraph Road	Badger Road (E)	SR 547	1.88	8
41	Wiser Lake Road (E)	SR 539	Hannegan Road	2.12	18
42	Badger Road (W)	Sunrise Road	Markworth Road	2.01	7
42	Bay Road	Kickerville Road	Bruce Road	2.76	7
42	Ferndale Road	Slater Road	Ulrich Road	1.05	7
42	Ferndale Road	Ulrich Road	Ferndale C/L	0.38	16
42	H Street Road	Axling Road	Sunrise Road	3.78	7
42	South Bay Drive	Lake Whatcom Boulevard	Brannigan Creek	2.77	8
43	Axton Road (E)	SR 539	Hannegan Road	1.97	7
43	Bay Road	Blaine Road	Kickerville Road	0.98	7
43	Birch Bay Drive	Shintaffer Road	Birch Point Road	0.66	17
43	Cedarville Road	Goshen Road	SR 542	1.39	8
43	Haxton Way	Kwina Road	Slater Road	1.82	7
43	Lake Whatcom Boulevard	Cable Street	Strawberry Point Road	1.50	17
43	Silver Lake Road	Rock Quarry	South Pass Road	2.67	8
43	Wiser Lake Road (W)	Northwest Drive	Old Guide Road	2.18	8
44	Goshen Road	Fazon Road	Cedarville Road	1.23	8
44	H Street Road	Sunrise Road	Blaine C/L	2.72	7
44	Lake Whatcom Boulevard	Strawberry Point Road	Seaplane Road	1.53	17
44	Lake Whatcom Boulevard	Seaplane Road	Lake Louise Road	1.39	17
44	Portal Way	Birch Bay Lynden Road	Hall Road	3.32	7
44	Portal Way	Hall Road	Blaine C/L	0.41	17
44	South Pass Road	Frost Road	SR 547	1.24	7
44	Vista Drive	Grandview Road	Bay Road	1.61	7
45	Alderwood Avenue	Marine Drive	Airport Drive	0.34	16
45	Beach Way	Slater Road	Sucia Drive	0.36	8

Rating: 0 (worst) to 100 (best)
Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):
7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

2022
Whatcom County
Priority Rating Program

2022 Rating	Road Name	From	To	Length	FFC
45	Cain Lake Road	Skagit County Line	NE Cain Lk Rd	1.80	7
45	Goodwin Road	Sorenson Road	South Pass Road	1.00	8
45	Grandview Road	Point Whitehorn Way	Jackson Road	0.98	7
45	H Street Road	SR 539	Axling Road	1.24	7
45	Lake Samish Drive (W)	Nulle Road	Summerland Road	1.73	8
45	Northwood Road	Hampton Road	Lynden C/L	0.75	8
45	Northwood Road	SR 546	Halverstick Road	2.01	8
45	Smith Road (W)	Hovander Road	Ferndale C/L	0.17	16
45	South Bay Drive	Brannigan Creek	Park Road	0.94	8
45	Van Buren Road	MP 3.34	Halverstick Road	1.41	8
46	Alderwood Avenue	Airport Drive	Bellingham C/L	0.71	17
46	Benson Road	Teller Road	Boundary Bay Road	1.75	8
46	Birch Bay Drive	Harborview Road	Shintaffer Road	0.95	17
46	Goodwin Road	South Pass Road	Hopewell Road	2.54	8
46	Halverstick Road	Northwood Road	Van Buren Road	3.54	8
46	Halverstick Road	Crape Road	Garrison Road	1.00	8
46	Lake Samish Drive (W)	Summerland Road	Lake Samish Drive (N)	0.87	8
46	Northwest Drive	Pole Road (W)	Wiser Lake Road (W)	0.84	8
46	Shintaffer Road	Lincoln Road	Birch Bay Drive	0.60	17
46	Van Buren Road	Hampton Road	Lindsay Road	0.55	7
47	Airport Drive	Alderwood Avenue	Bellingham C/L	0.53	16
47	Fazon Road	Goshen Road	Hemmi Road (E)	0.77	8
47	Goodman Road	Johnson Road	Meadow Lane	0.25	8
47	Hopewell Road	Siper Road	Goodwin Road	0.23	8
47	Jackson Road	Birch Bay Drive	UAB	0.92	18
47	Kickerville Road	Rainbow Road	Grandview Road	2.01	7
47	Mosquito Lake Road	North Fork Road	SR 542	0.95	8
47	Mountain View Road	Olson Road	Ferndale C/L	0.77	16
47	Nugent Road	Ferry Dock	West Shore Drive	2.49	8
47	Pacific Highway	Bellingham C/L	Slater Road	1.34	17
47	Rural Avenue	Curtis Road	Ferndale C/L	0.58	17
47	Van Dyk Road	Theil Road	Everson C/L	2.37	8
47	Van Wyck Road	Hannegan Road	SR 542	2.15	7
47	Vista Drive	Ferndale C/L	Grandview Road	1.67	17
48	Ferndale Road	Marine Drive	Slater Road	1.89	7
48	Halverstick Road	Van Buren Road	Crape Road	1.02	8
48	Lake Samish Drive (N)	Lake Samish Drive (E)	Old Samish Road	0.87	8
48	Laurel Road (E)	SR 539	Hannegan Road	1.97	8
48	Marine Dr/Lummi Shore Dr	Kwina Road	Bridge #5	0.41	7
48	Pole Road (W)	Old Guide Rd	SR 539	0.51	17
48	Semiahmoo Drive	Elderberry Lane	Blaine C/L	0.96	17
48	Van Dyk Road	Hannegan Road	Theil Road	0.98	8
48	Wiser Lake Road (W)	Old Guide Road	SR 539	0.50	18
49	Birch Bay Lynden Road	Rathbone Road	Berthusen Road	1.01	7
49	Hemmi Road (E)	Everson Goshen Road	Mission Road	1.00	8
49	Kickerville Road	Bay Road	Birch Bay Lynden Road	2.02	8

Rating: 0 (worst) to 100 (best)
Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):
7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

2022
Whatcom County
Priority Rating Program

2022 Rating	Road Name	From	To	Length	FFC
49	Lindsay Road	Van Buren Road	Van Buren Road	0.31	7
49	Marine Drive	Bancroft Road	Wynn Road	0.20	16
49	Mosquito Lake Road	Hutchinson Creek	Middle Fork Bridge	3.89	8
49	Mosquito Lake Road	Township Line	North Fork Road	1.94	8
49	Mountain View Road	Lake Terrell Road	Olson Road	2.00	7
49	Northwest Drive	Slater Road	Axton Road (W)	2.27	16
50	Birch Bay Drive	State Park (north gate)	Alderson Road	1.18	17
50	Birch Bay Lynden Road	Berthusen Road	Lynden C/L	0.52	16
50	Birch Point Road	Semiahmoo Drive	Birch Bay Village Entrance	1.58	17
50	Breckenridge Road	Nooksack C/L	Sorenson Road	0.76	8
50	Everson Goshen Road	Smith Road (E)	Hemmi Road (E)	2.01	7
50	Everson Goshen Road	Hemmi Road (E)	Pole Road (E)	2.08	7
50	Harksell Road	Enterprise Road	Enterprise Road (N)	0.38	7
50	Lake Samish Drive (N)	Lake Samish Drive (W)	Lake Samish Drive (E)	0.93	8
50	Laurel Road (W)	Aldrich Road	SR 539	1.51	8
50	Loomis Trail Road	Bertrand Creek Bridge #30	Berthusen Road	0.62	18
50	Lummi View Drive	Gooseberry Spur	Mackenzie Rd / Haxton Wy	0.44	7
50	Marine Dr / Edwards Dr	Gulf Road	Marina Drive	1.27	8
50	Mosquito Lake Road	Dike Road DNR	Hutchinson Creek	3.17	8
50	Mosquito Lake Road	Middle Fork Bridge	Township Line	2.75	8
50	Nulle Road	Lake Samish Drive (W)	I-5	0.62	8
50	Samish Way	Old Samish Road	Galbraith Lane	1.51	8
50	Samish Way	Galbraith Lane	Bellingham C/L	1.52	17
50	Siper Road	MP 0.81	Hopewell Road	0.99	8
50	Slater Road	Lake Terrell Road	Haxton Way	2.50	7
50	South Pass Road	Nooksack C/L	Goodwin Road	1.23	7
50	Sunrise Road	Badger Road (W)	H Street Road	2.02	8
51	APA Road	Tyee Drive	Boundary Bay Road	1.50	8
51	Bancroft Road	Marine Drive	Country Lane	0.59	16
51	Birch Bay Drive	Point Whitehorn Way	State Park (north gate)	0.76	17
51	Cedarwood Avenue	Bennett Drive	Bellingham C/L	0.10	17
51	Enterprise Road (N)	Harksell Road	Birch Bay Lynden Road	2.00	7
51	Harborview Road	Birch Bay Drive	Lincoln Road	1.17	17
51	Hemmi Road (E)	Hannegan Road	Everson Goshen Road	3.05	8
51	Jackson Road	UAB	Grandview Road	0.51	8
51	Laurel Road (W)	Northwest Drive	Aldrich Road	0.99	17
51	Lincoln Road	Blaine C/L	0.05 m. west of Shintaffer Rd	0.39	17
51	Loomis Trail Road	Blaine Road	Portal Way	1.75	8
51	Loomis Trail Road	Bob Hall Road	Bertrand Creek Bridge #30	1.43	8
51	Mosquito Lake Road	SR 9	Dike Road DNR	1.68	8
51	Nugent Road	Sunrise Road	Granger Road	1.33	8
51	Olson Road	Aldergrove Road	Mountain View Road	1.99	8
51	Van Buren Road	Everson C/L	Hampton Road	1.09	7
51	Van Buren Road	Lindsay Road	SR 546	1.00	7
51	Weidkamp Road	Badger Road (W)	H Street Road	1.96	8
51	West Shore Drive	Legoe Bay Road	Nugent Road	2.31	8

Rating: 0 (worst) to 100 (best)
Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, surface types, accident history
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2022
Whatcom County
Priority Rating Program

2022 Rating	Road Name	From	To	Length	FFC
52	Badger Road (E)	Garrison Road	North Telegraph Road	0.33	8
52	Berthusen Road	Loomis Trail Road	West Main Street	0.26	18
52	Birch Bay Lynden Road	Delta Line Road	Enterprise Road (N)	1.90	7
52	Birch Point Road	Birch Bay Village Entrance	Birch Bay Drive	0.40	17
52	Country Lane	Rural Avenue	Bancroft Road	0.82	16
52	Everson Goshen Road	SR 542	Smith Road (E)	1.99	7
52	Haxton Way	Mackenzie Road	Balch Road	0.94	7
52	Johnson Road	Tyee Drive	Boundary Bay Road	1.51	8
52	Lake Terrell Road	Slater Road	Mountain View Road	2.00	7
52	Northwest Drive	Axton Road (W)	Pole Road (W)	2.76	7
52	Old Samish Road	Lake Samish Drive (N)	Bellingham C/L	3.20	8
52	Olson Road	Vista Drive	Aldergrove Road	1.90	8
52	Siper Road	SR 9	MP 0.81	0.81	8
52	Slater Road	Ferndale Road	Ferndale C/L	1.40	7
52	South Pass Road	SR 547	Silver Lake Road	4.99	8
53	Axton Road (W)	Ferndale C/L	Northwest Drive	0.86	16
53	Birch Bay Lynden Road	Harborview Road	UAB	1.25	17
53	Birch Bay Lynden Road	UAB	Portal Way	2.41	7
53	Curtis Road	Country Lane	Rural Avenue	1.50	17
53	Hampton Road	UAB	Northwood Road	1.66	7
53	Hampton Road	Northwood Road	Van Buren Road	2.99	7
53	Hannegan Road	Smith Road (E)	Hemmi Road (E)	2.07	7
53	Lakeway Drive	Bellingham C/L	Terrace Avenue (N)	0.63	16
53	Lummi Shore Drive	Kwina Road	Haxton Way	1.08	8
53	Lummi View Drive	Lummi Shore Road	Goosebery spur	1.69	8
53	Portal Way	Ferndale C/L	Faris Road	1.16	16
53	Rock Road	Sumas Road	Nims Road	2.90	8
53	Slater Road	Beach Way	Lake Terrell Road	1.09	8
53	Valleyview Road	Birch Bay Lynden Road	Haynie Road	2.45	8
54	Birch Bay Lynden Road	MP 4.20	Delta Line Road	1.82	7
54	Grandview Road	Ferndale C/L	UAB	0.40	17
54	Hannegan Road	Bellingham C/L	Smith Road E	2.27	7
54	Hemmi Road (E)	SR 539	Hannegan Road	1.97	8
54	Portal Way	Faris Road	Birch Bay Lynden Road	2.85	7
54	Rainbow Road	Mountain View Road	Kickerville Road	1.20	7
54	Smith Road (E)	SR 539	Hannegan Road	1.96	7
54	Y Road	North Shore Road	Jensen Road	1.87	8
55	Boundary Bay Road	APA Road	Johnson Road	1.00	8
55	Cottonwood Avenue	Bennett Drive	Bellingham C/L	0.09	17
55	Custer School Road	Creasy Road	Birch Bay Lynden Road	0.50	8
55	Haxton Way	Balch Road	Kwina Road	3.28	7
55	Pole Road (W)	Northwest Drive	Old Guide Rd	2.22	7
55	Slater Road	Haxton Way	Imhof Road	0.98	7
55	Sorenson Road	Breckenridge Road	North Telegraph Road	0.47	8
55	Tyee Drive	APA Road	Johnson Road	1.05	7
55	Yew Street Road	Spring Valley Dr (private)	Tacoma Av (private)	0.28	17

Rating: 0 (worst) to 100 (best)
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UC - Under construction

Federal Functional Classification (FFC):
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2022
Whatcom County
Priority Rating Program

2022 Rating	Road Name	From	To	Length	FFC
56	Austin Street	Lake Louise Road	Cable Street	0.37	16
56	Bennett Drive	Marine Drive	Bellingham C/L	1.09	17
56	Gooseberry Spur	Lummi view Drive	Ferry Dock	0.05	7
56	Grandview Road	UAB	Dahlberg Road	0.33	7
56	Marine Drive	McAlpine Rd	Bennett Drive	0.62	16
56	Marine Drive	Bennett Drive	Bellingham C/L	0.29	16
56	Mountain View Road	Rainbow Road	Lake Terrell Road	0.50	7
56	Park Road	South Bay Drive	SR 9	2.78	8
56	Smith Road (E)	Noon Road	Mission Road	2.01	7
56	Van Buren Road	SR 546	MP 3.34	0.63	8
56	Weidkamp Road	Loomis Trail Road	Badger Road (W)	1.02	8
57	Alderson Road	Birch Bay Drive	Blaine Road	0.85	18
57	Baker Lake Road	Skagit County Line	MP 3.93	3.93	7
57	Bruce Road	Bay Road	Main Street	0.74	8
57	Cable Street	Terrace Avenue (N)	Lake Whatcom Boulevard	0.51	16
57	Lummi Shore Drive	Cagey Road	Marine Drive	2.76	8
57	Terrace Avenue (N)	Lakeway Drive	Cable Street	0.16	16
58	Kickerville Road	Grandview Road	Bay Road	1.00	7
58	Legoe Bay Road	Nugent Road	West Shore Drive	1.67	8
58	Main Street	Bruce Road	Custer School Road	0.24	8
58	Point Whitehorn Road	Grandview Road	Birch Bay Drive	0.57	17
58	Smith Road (E)	Mission Road	SR 542	2.24	7
58	Tyee Drive	Johnson Road	Roosevelt Road	0.40	7
58	Yew Street Road	Bellingham C/L	Spring Valley Dr (private)	1.06	17
59	Bender Road	Boundary Road (E)	Visser Road	0.37	8
59	Enterprise Road	Ferndale C/L	Harksell Road	1.79	17
59	Hampton Road	Lynden C/L	UAB	0.04	17
59	Haynie Road	Valleyview Road	Delta Line Road	2.01	7
59	Marine Drive	Gulf Road	Roosevelt Road	1.27	8
59	Meadow Lane	Goodman Road	Roosevelt Road	0.26	8
59	Smith Road (W)	Ferndale C/L	Northwest Drive	0.57	16
59	Stadsvold Road	Haynie Road	Sweet Road	0.52	7
59	Sweet Road	Blaine C/L	Stadsvold Road	1.44	7
60	Axton Road (W)	Northwest Drive	UAB	0.25	16
60	Benson Road	Visser Road	Boundary Road (E)	0.36	8
60	Boundary Road (E)	SR 539 (culdesac)	Benson Road	0.96	8
60	Haynie Road	Stadsvold Road	Valleyview Road	1.24	7
60	Lummi Shore Road	Lummi View Drive	Smokehouse Road	2.38	8
60	Lummi Shore Road	Smokehouse Road	Cagey Road	1.01	8
60	Northwest Drive	Bellingham C/L	Slater Road	1.27	16
60	Northwood Road	Halverstick Road	Boundary Road (E)	0.62	8
60	Seacrest Drive	Sunrise Road	Scenic Estates	1.21	8
60	Semiahmoo Drive	Birch Point Road	Elderberry Lane	1.49	17
60	Slater Road	Ferndale C/L	Northwest Drive	1.03	16
60	Smith Road (W)	Waschke Road	SR 539	2.00	7
60	Sucia Drive	BMP	Beach Way	1.87	8

Rating: 0 (worst) to 100 (best)
Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):
7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

2022
Whatcom County
Priority Rating Program

2022 Rating	Road Name	From	To	Length	FFC
60	Y Road	Jensen Road	SR 542	2.55	8
61	Axton Road (W)	UAB	SR 539	2.25	7
61	Boundary Road (E)	Bender Road	Northwood Road	1.49	8
61	Custer School Road	Main Street	Creasy Road	0.77	8
61	Roosevelt Road	Tyee Drive	Meadow Lane	1.37	8
61	Slater Road	Imhof Road	Ferndale Road	0.49	7
61	Sunrise Road	Nugent Road	Seacrest Drive	0.75	8
62	Birch Bay Lynden Road	Enterprise Road (N)	Rathbone Road	2.03	7
62	Enterprise Road (N)	Birch Bay Lynden Road	Loomis Trail Road	1.01	8
62	Hannegan Road	Hemmi Road (E)	Beard Rd	1.51	7
62	Kickerville Road	Birch Bay Lynden Road	Loomis Trail Road	1.00	8
62	Nulle Road	I-5	Skagit County Line	0.59	7
63	Birch Bay Lynden Road	Portal Way	MP 4.20	0.54	7
63	Britton Road	Bellingham C/L	Bellingham C/L	1.32	16
63	Delta Line Road	Badger Road (W)	Haynie Road	0.48	7
63	Hannegan Road	Beard Rd	UAB	0.71	17
63	Hannegan Road	UAB	Nooksack Bridge #252	2.88	7
63	Hannegan Road	Nooksack Bridge #252	Lynden C/L	0.43	17
63	Lincoln Road	0.05 m. west of Shintaffer Rd	Harborview Road	0.79	17
63	Smith Road (W)	Northwest Drive	Waschke Road	0.50	17
63	Van Wyck Road	BMP	Hannegan Road	0.40	7
64	Badger Road (W)	Delta Line Road	Sunrise Road	0.86	7
64	Kwina Road	Haxton Way	Lummi Shore Road	0.96	7
65	Badger Road (W)	Markworth Road	SR 539	3.05	7
65	Grandview Road	Jackson Road	Blaine Road	1.02	7
65	Gulf Road	Marine Drive	Tyee Drive	0.65	7
65	Marina Drive	Edwards Drive	APA Road	0.56	8
65	Roosevelt Road	Marine Drive	Tyee Drive	0.93	8
66	Loomis Trail Road	Sunrise Road	Bob Hall Road	2.00	8
66	Nugent Road	Granger Road	Ferry Dock	0.19	8
67	Country Lane	Bancroft Road	Curtis Road	0.07	17
67	Smith Road (E)	Hannegan Road	Noon Road	2.02	7
67	Visser Road	Bender Road	Benson Road	1.00	8
71	Sunrise Road	Birch Bay Lynden Road	Badger Road (W)	2.01	8

Total miles = 356.03

Rating: 0 (worst) to 100 (best)
Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, surface types, accident history
UC - Under construction

Federal Functional Classification (FFC):
7 & 8 - Rural collectors
16, 17 & 18 - Urban arterials/collectors

Attachment E



2021 Annual Bridge Report

Prepared by the Whatcom County Public Works Bridge and Hydraulic Group
Submitted September 2022

Whatcom County
2021 Bridge Report

Submitted: September 2022

This bridge report is prepared by Whatcom County Public Works Bridge and Hydraulic Section under the direction of the County Engineer each year to fulfill requirements of the Washington Administrative Code (WAC) 136-20-060. This WAC requires the County Engineer's report of bridge inspections as follows:

"Each county engineer shall furnish the county legislative authority with a written report of the findings of the bridge inspection effort. This report shall be made available to said authority and shall be consulted during the preparation of the proposed six-year transportation program revision. The report shall include the county engineer's recommendations as to replacement, repair or load restriction for each deficient bridge. The resolution of adoption of the six-year transportation program shall include assurances to the effect that the county engineer's report with respect to deficient bridges was available to said authority during the preparation of the program. It is highly recommended that deficient short span bridges, drainage structures, and large culverts be included in said report.".

Prepared by: Carl J Hendricks
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Bridge Inspection Team Leader – Bridge & Hydraulics

Reviewed by:
James E. Lee, P.E.
Engineering Manager – Bridge & Hydraulics

Approved by: James P. Karcher
James P. Karcher, P.E.
County Engineer

Cover Photo:
Lummi Island Transfer Span Bridge No. 507 is a key part of the Lummi Island ferry system. This 96-foot long structure was constructed in the 1980's and received a new coating system in 2020.

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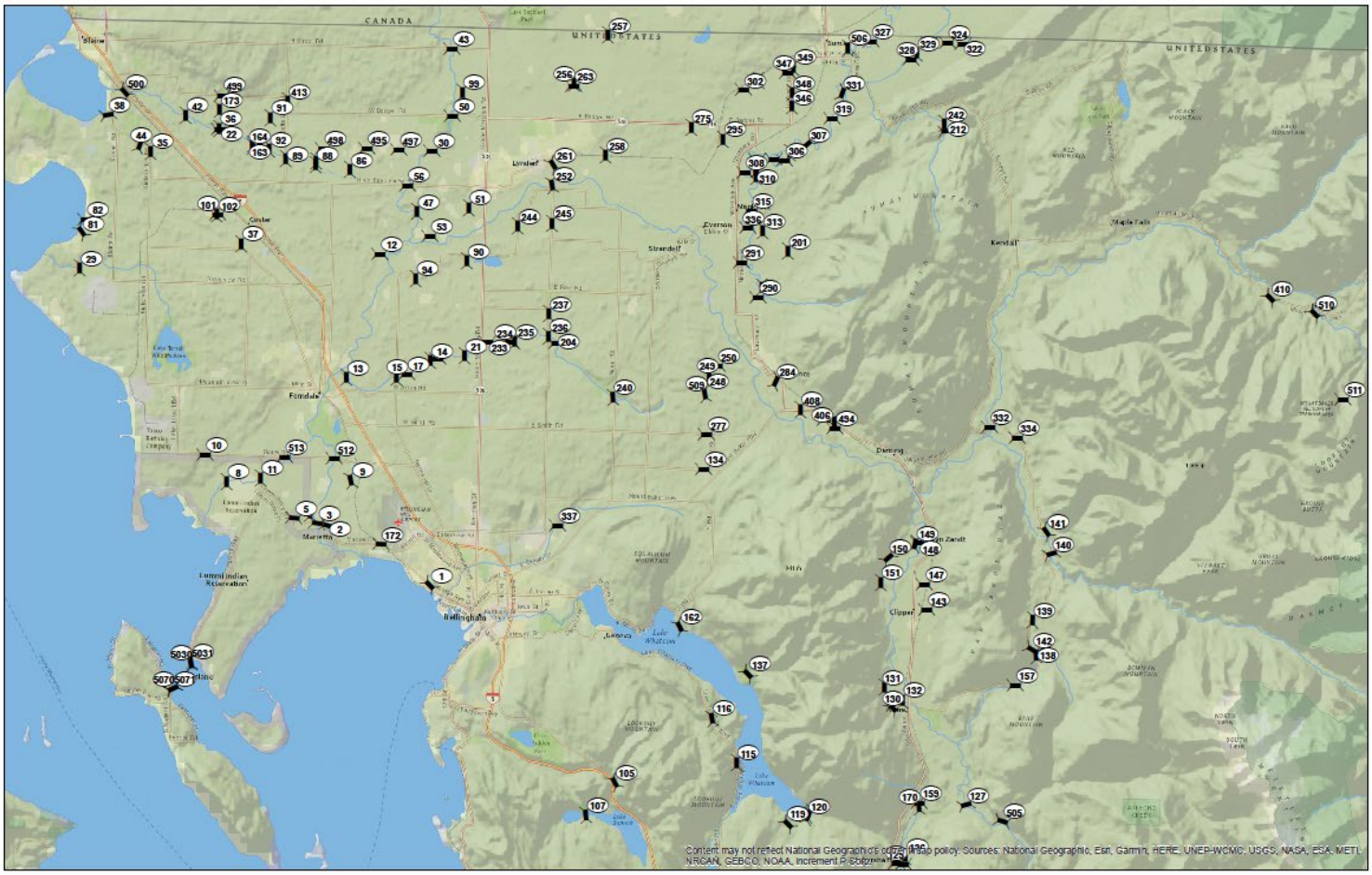
Acronyms

The following is a list of common acronyms widely used in the bridge inspection field:

ADT	Average Daily Traffic
BRAC	Bridge Replacement Advisory Committee
FHWA	Federal Highway Administration
FO	Functionally Obsolete
HBRRP	Highway Bridge Replacement and Rehabilitation Program
NBIS	National Bridge Inspection Standards
SD	Structurally Deficient
SID	Structure Identification Number
SR	Sufficiency Rating
UBIT	Under Bridge Inspection Truck
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation

Whatcom County Bridge Location Map



Executive Summary

This report has been completed in compliance with WAC 136-20-060, which requires that each County Engineer furnish a written resume of the county's bridge inspection efforts to the county legislative authority. It is also the intention of this report that information presented here be incorporated into a comprehensive program strategy to preserve the county's roadways. This report summarizes the status of the Whatcom County Bridge Program for calendar year 2021.

Whatcom County's bridge inventory is vital in connecting the nearly 974 miles of County roads and providing for the safe and efficient movement of people and freight. Specifically, bridges on key transportation and freight corridors are monitored closely to prevent bridges on these routes from becoming restricted.

One of the key overall Bridge Program goals is to replace or rehabilitate bridges that are considered structurally deficient (SD) per the National Bridge Inspection Standards (NBIS). At the end of 2021 Whatcom County had a total of 163 bridges in the overall inventory and 8 of these bridges were designated as SD. Of those 8 bridges, 4 were actively worked on in 2021 for future replacement or rehabilitation. For a comprehensive list of the SD bridges please see Exhibit C.

As recommended in WAC 136-20-060 Whatcom County also inspects large culverts with a diameter of 4' or larger. Bridge Program staff inspected 236 of these structures in 2020 and 2021. A complete list of these large diameter culverts is included in Appendix B.

2021 Bridge Program Highlights

- Whatcom County bridge inventory consists of 163 structures.
- A total of 93 Whatcom County bridge condition inspections were completed in 2021.
- Whatcom County provided bridge inspection services for 56 structures owned by outside local agencies.
- A total of 37 bridge repair and maintenance work orders were completed by the Maintenance & Operations Bridge Crew.
- The Gooseberry Point Terminal Preservation Project was completed during the Whatcom Chief dry dock period in September of 2021.
- The 2021 Small Area Paving Project was completed which repaired approach settlement at 15 bridges across Whatcom County and provided HMA paving support to other Public Works projects as needed.

Bridge Inventory Summary

Of the 163 structures in the Whatcom County inventory 5 are all timber construction, 101 are of primarily concrete construction, 7 are predominately steel (all of which are fracture critical) and the remainder are a combination of these materials. See Appendix A for a complete list of Whatcom County Bridges.



Goshen Road/Anderson Creek Bridge No. 248 is typical of the concrete channel beam girder with timber pile and cap construction which is the most prevalent bridge type in the county inventory.

Lummi Island Ferry Terminals

The Gooseberry Point and Lummi Island Ferry Terminal approach and transfer spans are considered bridge structures and are inspected and maintained just like the other bridges in the county inventory. These consist of a steel transfer span and a timber approach span at the Gooseberry Point terminal and a steel transfer span and a reinforced concreted girder approach span at the Lummi Island terminal.



Gooseberry Point Terminal

Short Span Bridges

The National Bridge Inspection Standards do not require short span bridges (span length of 20 feet or less) be reported to FHWA. Out of the 163 bridges in the Whatcom County inventory, 25 of these bridges are classified as short span bridges. Even though the inspection reports and bridge information for short span bridges are not reported to WSDOT or FHWA, Whatcom County inspects and operates these bridges the same as the larger, federally reported bridges in our inventory.

Outside Local Agency Bridges

The Whatcom County Bridge program provides inspection services to local agencies upon request and when there is sufficient capacity and no compromise to the county program. The county works with cities under inter-local agreements (ILA), with conditions set forth in the Revised Code of Washington (RCW) Chapter 39.34. The county's services are provided primarily to local agencies that lack expertise and resources to inspect and maintain their bridge inventory. In 2021 the county provided inspection services on 56 structures for outside local agencies.

Local Agency	Number of bridges inspected in 2021
City of Everson	1
City of Sumas	2
City of Bellingham	41
City of Lynden	11
Port of Bellingham	1 (ferry terminal)

Summary of outside local agency bridges inspected in 2021

Oversize/Overweight Load Permits

There were 123 oversize/overweight permits issued in 2021 and of those 41 involved routes over county owned bridges. Bridge program staff reviews these applications to ensure that these oversize/overweight loads can cross these bridges without causing any harm to the structure.



Height restriction sign posted on the Slater Road/Nooksack River Bridge No. 512

Bridge Inspections and Findings

Bridge inspections are performed in accordance with the National Bridge Inspection Standards (NBIS) in conformance with 23 CFR 650.3. The standards mandate that all public agencies with a bridge inventory inspect and report the findings at a minimum of once every two years (routine inspection). Special inspections are required for bridges that cannot be given close or adequate inspection from the ground. For these bridges an Under-Bridge Inspection Truck (UBIT) is required. Steel bridges with fracture critical members may also require special inspections with special inspection equipment. A third category of special inspections are the Under Water Inspections which are required every five years for bridges with piers that extend below ordinary low-water levels.

During bridge inspections, the current condition of each bridge element is noted. The deficiencies are coded to NBIS standards and show the degree of deterioration in various elements, the three primary elements being:

- Deck,
- Superstructure, and
- Substructure.

As deterioration accelerates, the coding values drop and work orders for repairs are issued. In the case where the coding factors are extremely low, recommendations are made for repair, replacement or rehabilitation. Bridges with identified deficiencies may be inspected or monitored at more frequent intervals. The results of our inspection program are forwarded to the Washington State Department of Transportation (WSDOT) for review. Once the report has been accepted by WSDOT it is made available to the Federal Highway Administration (FHWA).

The NBIS utilizes information from the latest bridge inspection to determine the Sufficiency Rating (SR) which is a calculated rating based on information from the most recent bridge inspection. The SR is a number from 0 to 100 with 100 being an entirely sufficient bridge, and 0 being an entirely insufficient or deficient bridge. Items that factor into the determination of the SR include: load bearing capacity, average daily traffic, availability and length of detour, the geometry of the bridge and the risk of scour on bridge foundations at waterway crossings.

Whatcom County owns 2 bridges located on designated truck freight routes with a T-2 classification (there are no T-1 routes currently designated on Whatcom County roads). T-2 freight routes are defined as carrying 4 million to 10 million annual gross tonnage and serve as vital transportation corridors in Whatcom County. Hannegan Road from State Route 542 (Mt. Baker Highway) north to State Route 544 (Pole Road) is classified as a T-2 freight route and includes two county owned bridges; Hannegan Road/Ten Mile Creek Bridge No. 236 and Hannegan Road/Four Mile Creek Bridge No. 237. Both of the bridges are open unrestricted to full legal loads allowing for the efficient and safe movement of freight and goods.

See Exhibit A for our master list of special inspections and details on inspection frequencies and schedules for all of our UBIT and underwater bridge inspections.



Photo of M&O's bridge inspection platform in use on Mosquito Lake Road/NF Nooksack River Bridge No. 332

Exhibit "A" - Master List of Special Inspection and Equipment Needs

Bridge #	Bridge Name	Most Recent Fracture Critical Inspection Date	Most Recent Underwater Inspection Date	UBIT/Platform Frequency
3	MARIETTA	-	September 2017	72 months
107	NORTH LAKE SAMISH	-	July 2020	
115	HIGH BRIDGE	-	-	48 months
140	MIDDLE FORK	August 2020	-	24 months
252	NOOKSACK RIVER	March 2020	September 2020	24 months
332	NORTH FORK	April 2021	-	24 months
421	ROCKY CREEK	April 2021	-	24 months
500	DAKOTA CREEK	-	-	48 months
503	GOOSEBERRY FERRY SLIP	October 2020	March 2020	-
507	LUMMI ISLAND FERRY SLIP	October 2020	March 2020	-
512	NOOKSACK RIVER	April 2021	-	24 months

Load, Height and Width Restricted Bridges

Each bridge is required to have a "Load Rating" calculation. The Load Rating establishes how much weight the bridge can carry for several standard configurations of vehicle axle loads. Bridges which have load rating factors less than 1 are required to have the applicable weight restriction posted. At the end of 2021 Whatcom County had 36 bridges posted for weight restrictions.

In 2017 WSDOT introduced new load posting requirements issued by FHWA regarding the load rating and posting of Single Unit Vehicles (SUV) and Emergency Vehicles for bridges which fall under the NBIS. SUV's are single unit trucks with tightly spaced axles such as garbage trucks and construction equipment which have become more prevalent during the last decade. SUV truck configurations range from 4 to 7-axles.

FHWA requires that all Group 1 bridges, defined as a bridge with an AASHTO 1, 2 or 3 rating factor of less than 1.3, have a new load rating completed by June 2020. Whatcom County has approximately 58 bridges which fall in this Group 1 category. Whatcom County completed all of these Group 1 bridges in August of 2019, well ahead of schedule. The remainder of the bridge inventory will be included in the Group 2 load rating effort which begin in 2020 and is scheduled to be completed in 2022.

Bridges that have height restrictions of 15'-3" or less are required to be posted with the allowable height. Whatcom County has two roads passing through height restricted bridge structures, both of which are steel truss structures. They are Slater Road/Nooksack River Bridge No. 512 and Mosquito Lake Road/Middle Fork Nooksack River Bridge No. 140. The list of current load, height and width restricted bridges is shown in Exhibit 'B'.

Exhibit "B" – Load, Height and Width Restricted Bridges

Bridge No.	Road Name	Features Crossed	Restricted Width (FT)	Restricted Vertical Clearance (FT)	Bridge Posted for Load Restriction
13	BARRETT ROAD	BARRETT CREEK			Yes
14	ALDRICH ROAD	TENMILE CREEK			Yes
15	NORTHWEST DRIVE	TENMILE CREEK			Yes
30	LOOMIS TRAIL ROAD	BERTRAND CREEK			Yes
44	BRIDGE WAY	CALIFORNIA CREEK	16		Yes
51	FLYNN ROAD	FISHTRAP CREEK	16		Yes
53	RIVER ROAD	FISHTRAP CREEK			Yes
81	JACKSON ROAD.	TERRELL CREEK			Yes
91	STEIN ROAD	DAKOTA CR. TRIB.			Yes
105	MANLEY ROAD	SILVER CREEK	11.3		
106	NULLE ROAD	FRIDAY CREEK			Yes
107	N. LAKE SAMMISH DRIVE	LAKE SAMMISH	12		Yes
130	TURKINGTON ROAD	JONES CREEK			Yes
147	NELSON ROAD	BLACK SLOUGH			Yes
132	HUDSON ROAD	JONES CREEK	15		
140	MOSQUITO LK ROAD	MIDDLE FORK	13.2	18	
149	POTTER ROAD	SLOUGH			Yes
151	HILLSIDE ROAD	SIGITOWITZ CREEK			Yes
163	CUSTER SCHOOL ROAD	DAKOTA CR TRIB			Yes
164	CUSTER SCHOOL ROAD	DAKOTA CREEK			Yes
173	VALLEY VIEW ROAD	HAYNIE CREEK			Yes
206	GARRISON ROAD	SUMAS RIVER			Yes
248	GOSHEN ROAD	ANDERSON CREEK			Yes
250	MARTIN ROAD	ANDERSON CREEK			Yes
256	ASSINK ROAD	FISHTRAP CREEK			Yes
284	LIND ROAD	SMITH CREEK			Yes
290	MACK ROAD	SUMAS RIVER			Yes
295	VAN BUREN ROAD	JOHNSON CREEK			Yes
303	LINDSAY ROAD	SUMAS RIVER			Yes
308	ALM ROAD	SUMAS RIVER			Yes
309	GILLIES ROAD	SUMAS RIVER			Yes
310	GILLIES ROAD	SUMAS RIVER			Yes
313	OAT COLES ROAD	SWIFT CREEK	15		
327	JONES ROAD	SUMAS RIVER			Yes
332	MOSQUITO LK RD	NORTH FORK			Yes
413	DELTA LINE ROAD	DAKOTA CREEK			Yes
503	FERRY–LUMMI TRANSFER SPAN	HALE PASSAGE	12		Yes
503A	FERRY-LUMMI APPROACH	HALE PASSAGE			Yes
506	HERON LANE	JOHNSON CREEK	12		
507	FERRY–GP TRANSFER SPAN	HALE PASSAGE	14		Yes
507A	FERRY–GP APPROACH	HALE PASSAGE	14		Yes
510	COAL CREEK ROAD	GALLOP CREEK	14		
512	SLATER ROAD	NOOKSACK RIVER		15	



Posted weight restrictions for Jackson Road/Terrell Creek Bridge No. 81 showing AASHTO 1, 2 & 3 and single unit vehicles 4-axles through 7-axles restrictions.

Bridge Replacement and Rehabilitation Plans for Structurally Deficient Bridges

One area of emphasis within the Bridge Program is to address bridges that are classified as structurally deficient (SD) per NBIS. This is typically done via either replacement or rehabilitation of the structurally deficient structure. The four (4) SD bridges listed below were actively worked on in 2021:

1. North Lake Samish Bridge No. 107 Replacement - TS&L completed in 2017, design, permitting and real estate work to be completed in 2022. Approximately $9 million in federal bridge replacement funds have been secured for the construction phase of this project which will occur in 2023.
2. Jackson Road/Terrell Creek Bridge No. 81 Replacement – TS&L initiated in 2020 including community engagement and preliminary engineering work. Outside funds will be pursued for the construction phase of this project. Construction year is yet to be determined for this project.
3. Goshen Road/Anderson Creek Bridge No. 248 Replacement – approximately $4 million in federal bridge replacement funds have been received for the design and construction phases of this project. Design work began in late 2020 with construction scheduled in 2024.

4. Gooseberry Pt Approach Span, No. 503A – design work completed in 2020 for repairs to this all timber structure which include cap repairs, cross bracing replacement, pedestrian structure support repairs and timber decking replacement. Work will be accomplished by M&O forces over the next few years as schedule allows.

The list of current SD bridges is shown in Exhibit 'C.'

2021 Bridge Program Construction Projects

Gooseberry Point Terminal Preservation Project
This project included preparation work and application of new paint systems on the transfer span, tower assemblies and apron at the Gooseberry Point ferry terminal. Work was completed during the 3-week dry dock period for the Whatcom Chief in September of 2021.



Picture of terminal preservation work at the Gooseberry Point ferry terminal.

2021 Small Area Paving Project
This work included addressing settlement at bridge approaches on 15 bridges throughout Whatcom County. Work also included providing hot mix asphalt support on the Truck Road Fish Passage project and the Innis Creek Road repairs.



Photo of typical bridge approach repair completed as part of the 2021 Small Area Paving Project.

Exhibit "C" – Structurally Deficient Bridges

Bridge No.	Bridge Name	Deficiency's	Sufficiency Rating	Status
1	LITTLE SQUALICUM	Delamination of Deck, Cap Beam Capacity	59.95	Monitoring
81	JACKSON RD.	Timber Cap and Pile Deterioration	24.19	TS&L study initiated in 2020.
107	NORTH LAKE SAMISH	Timber Girder Section Loss	14.02	TS&L Study Complete – Design for replacement bridge underway. Federal bridge replacements funds secured in 2019 for construction phase which is scheduled for either 2022 or 2023.
172	BNSF RR	Deck Deterioration	75.45	Monitoring
248	ANDERSON CR	Timber Cap and Pile Deterioration	37.16	Federal bridge replacement funds secured in 2019 for replacement of existing bridge. Preliminary engineering work began in 2020 with construction scheduled in 2024.
250	ANDERSON CR	Timber Cap and Pile Deterioration	41.00	Monitoring
503A	GOOSEBERRY PT APPROACH SPAN	Timber Deck Deterioration	22.56	Deck replacement work scheduled and on-going as schedule allows.
509	SALAKANUM WAY	Timber Cap Deterioration	54.30	Monitoring

Large Culvert Inventory

In 2020 and 2021 Whatcom County Bridge Program inspectors completed inspection of all culverts with a diameter of 4' or greater located on the County road system. All told 236 structures were inspected as part of this effort.

All culvert inspections are completed using FHWA publication No. FHWA-CFL/TD-10-005 titled "*Culvert Assessment and Decision Making Procedures Manual*" dated September 2010. As part of the inspection effort each culvert is given an overall condition rating and any needed

repairs or maintenance work was forwarded to Maintenance & Operations. These large diameter culverts will continue to be inspected moving forward on a regular basis. For a detailed list of the large diameter culverts inspected in 2020 and 2021 please Appendix "B".

Maintenance and Repair Activities

The majority of bridge repair and maintenance work is done by Whatcom County Maintenance & Operation crews, with support from outside contractors and vendors as needed. During 2021 Maintenance & Operation crews washed all of the bridges in the County inventory. In addition, the majority of the bridges were brushed to support ongoing maintenance, repair and inspection activities. The Maintenance & Operations crews also provide support for routine bridge inspections by utilizing the county owned hydra platform for access to bridges as needed.

Thirty-seven (37) maintenance work orders were completed in 2021 which are listed in Exhibit D.

Exhibit "D" – Maintenance Work Orders Completed in 2021

Bridge No.	Bridge Name	Work Completed	Date Repaired
212	South Pass Road	Repair scour along bridge approach	January 2021
139	Mosquito Lake Road	Remove debris from under bridge	January 2021
275	Trap Line Road	Grind & repair damaged approach	January 2021
284	Lind Road	Grind & repair damaged approach	January 2021
322	Jones Road	Repair damaged approach	February 2021
12	Harksell Road	Repair exposed rebar	February 2021
308	Alm Road	Repair exposed rebar	February 2021
14	Aldrich Road	Install seismic brackets	February 2021
327	Jones Road	Grind & repair damaged approach	March 2021
51	Flynn Road	Resurface approach to match bridge	March 2021
503	Gooseberry Terminal	Crack seal deck approach	April 2021
507	Lummi Terminal	Crack seal deck approach	April 2021
101	Loomis Trail Road	Reset bridge deck channel beams	May 2021
90	Old Guide Road	Repair potholes in bridge approach	June 2021
206	Garrison Road	Repair potholes in bridge approach	June 2021
512	Slater Road	Repair leaking stormwater pipe	June 2021
505	Saxon Road	Repair and replace missing deck drains	July 2021
308	Alm Road	Repair exposed rebar/seal picking holes	July 2021
506	Heron Road	Remove debris dumped on bridge	July 2021
163	Custer School Road	Repair exposed rebar	July 2021
164	Custer School Road	Repair exposed rebar	July 2021
164	Custer School Road	Remove two layers of timber bulkhead	July 2021

Bridge No.	Bridge Name	Work Completed	Date Repaired
7	Ferndale Road	Remove sediment from bearings	July 2021
16	West Hemmi Road	Clean bridge joints	July 2021
223	Ten Mile Road	Repair exposed rebar	July 2021
126	Innis Creek Road	Remove sediment from under bridge	August 2021
137	Northshore Road	Clean bearing pads/remove debris	August 2021
295	Van Buren Road	Install seismic brackets	August 2021
295	Van Buren Road	Remove plastic from underside of bridge	August 2021
288	Oat Coles Road	Repair exposed rebar	September 2021
86	Enterprise Road	Repair pothole in approach	November 2021
141	Mosquito Lake Road	Repair damaged abutment	December 2021
310	Gillies Road	Clean debris and mud from bridge	December 2021
126	Innis Creek Road	Remove woody debris	December 2021
334	Mosquito Lake Road	Remove woody debris	December 2021
500	Portal Way	Replace restraining anchors	December 2021
147	Nelson Road	Patch west approach	December 2021

Glossary of Bridge Terms

Abutment – a substructure supporting the end of a single span, or the extreme end of a multi-span super-structure and, in general, retaining or supporting the bridge approach fill.

Approach span – the span or spans connecting the abutment with the main span or spans.

Back wall -the top-most portion of an abutment functioning primarily as a retaining wall to contain approach roadway fill.

Beam –a linear structural member designed to span from one support to another.

Bent – a supporting unit of the beams of a span made up of one or more column or column-like members connected at their top-most ends by a cap, strut, or other horizontal member.

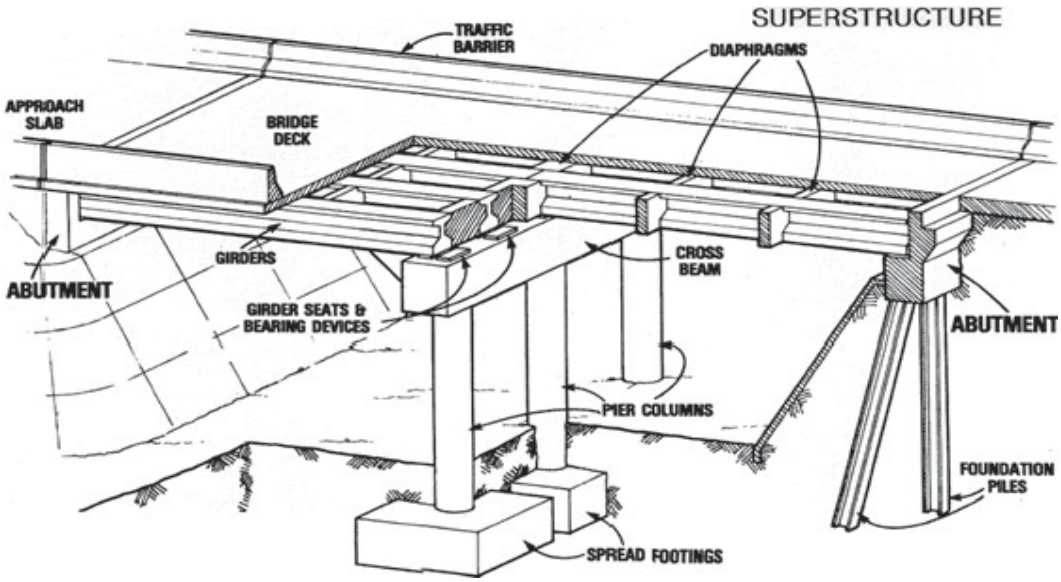
Box Girder – a support beam that is a hollow box; Its cross-section is a rectangle or square.

Bracing – a system of tension or compression members, or a combination 0f these, connected to The parts to be supported or strengthened by a truss or frame. It transfers wind, dynamic, impact, and vibratory stresses to the substructure and gives rigidity throughout the complete assemblage. Can also refer to diagonal members that tie two or more columns of a bent together.

Cap – the horizontally-oriented, top-most piece or member of a bent sewing to distribute the beam loads upon the columns and to hold the beams in their proper relative positions.

Cast-in-Place – concrete poured within form work on site to create a structural element in its final position.

Catwalks – temporary foot bridges, used by bridge inspection personnel.



Chord – in a truss, the upper-most and the lower- most longitudinal members, extending the full length of the truss.

Column – a vertical structural member that transfers dead and live load from the bridge deck and girders to the footings or shafts.

Column crosses brace – transverse brace between two main longitudinal members.

Compression – a type of stress involving a pressing or squeezing together; tends to shorten a member; opposite of tension.

Culvert – a pipe or small structure used for drain- age under a road, railroad or other embankment. A culvert with a span length greater than 20 feet
Is included in the National Bridge Inventory and Receives a rating using the NBI scale.

Dead load – a static load due to the weight of the structure itself.

Deck – the roadway portion of a bridge that provides direct support for vehicular and pedestrian traffic.

Deck bridge – a bridge in which the supporting members are all beneath the roadway.

Deck truss – a bridge whose roadway is supported from beneath by a truss.

Diagonal – a sloping structural member of a truss or bracing system.

Elastomeric pads – rectangular pads made of neoprene, found between the sub-structure and superstructure that bears the entire weight of the superstructure. Elastomeric pads can deform to al- low for thermal movements of the superstructure.

End wall – the wall located directly under each end of a bridge that holds back approach roadway fills. The end wall is part of the abutment.

Expansion joint – A joint designed to provide means for expansion and contraction movements produced by temperature changes, load, or other forces.

Fatigue – Cause of structural deficiencies, usually due to repetitive loading over time.

Footing – The enlarged, lower portion of a sub-structure that distributes the structure load either to the earth or to supporting piles; the most common footing is the concrete slab; "footer" is a colloquial term for footing.

Fracture critical member – a member in tension or with a tension element whose failure would probably cause a portion of or the entire bridge to collapse.

Girder – a main support member for the structure that usually receives loads from floor beams and stringers; also, any large beam, especially if built up.

Hanger – a tension member serving to suspend an attached member.

Hinge – a point in a structure at which a member is free to rotate.

Live load – vehicular traffic, wind, water; and/or earthquakes.

Lower chord – the bottom horizontal member of a truss.

Main beam – a beam supporting the spans and bearing directly onto a column or wall.

Member – an individual angle, beam, plate, or built piece intended to become an integral part of an assembled frame or structure.

Oscillation – a periodic movement back and forth between two extreme limits. An example is the string of a guitar that has been plucked. Its vibration back and forth is one oscillation. A vibration is described by its size (amplitude), its oscillation rate (frequency), and its timing (phase). In a suspension bridge, oscillation results from energy collected and stored by the bridge. If a part of the bridge has to store more energy than it is capable of storing, that part will probably fail.

Pier – a structure comprised of stone, concrete, brick, steel, or wood that supports the ends of the spans of a multispan superstructure at an intermediate location between abutments. A pier is usually a solid structure as opposed to a bent, which is usually made up of columns.

Pile – a linear (vertical) member of timber, steel, concrete, or composite materials driven into the earth to carry structure loads into the soil.

Pile bent – A row of driven or placed piles with a pile cap to hold them in their correct positions; see "Bent."

Plate girder – a large, solid web plate with flange plates attached to the web plate by flange angles or fillet welds. Typically fabricated from steel.

Post or column – a member resisting compressive stresses, in a vertical or near vertical position.

Pre-cast girder – fabricated off site of Portland Cement Concrete, reinforcing steel and post- tensioning cables. These girders are shipped to the construction site by truck and hoisted into place by cranes.

Reinforced concrete – concrete with steel rein- forcing bars bonded within it to supply increased tensile strength and durability.

Scour – erosive action of removing streambed material around bridge substructure due to water flow. Scour is of particular concern during high-water events.

Short span bridge -these bridges have a single NBIS span length of 20 feet or less. They are typically supported by timber piles or shallow concrete footings.

Soffit – the underside of the bridge deck or sidewalk.

Spall – a concrete deficiency wherein a portion of the concrete surface is popped off from the main structure due to the expansive forces of corroding steel rebar underneath. This is especially common on older concrete bridges.

Span – The distance between piers, towers, or abutments.

Steel -A very hard and strong alloy of iron and carbon.

Stringer – a longitudinal beam (less than 30 feet long) supporting the bridge deck, and in large bridges, framed into or upon the floor beams.

Sufficiency rating -the sufficiency rating is a numeric value from I 00 (a bridge in new condition) to 0 (a bridge incapable of carrying traffic). The sufficiency rating is the summation of four calculated values: Structural Adequacy and Safety, Serviceability and Functional Obsolescence, Essentiality for Public Use, and Special Reductions.

Substructure – the abutment, piers, grillage, or other structure built to support the span or spans of a bridge superstructure, and distributes all bridge loads to the ground surface. Includes abutments, piers, bents, and bearings.

Superstructure – the entire portion of a bridge structure which primarily receives and supports traffic loads and in turn transfers the reactions to the bridge substructure; usually consists of the deck and beams or, in the case of a truss bridge, the entire truss.

Tension – type of stress involving an action which pulls apart.

Tie – a member carrying tension.

Torsion – a twisting force or action.

Truss bridge – a bridge having a pair of trusses for the superstructure.

Upper chord -the top longitudinal member of a truss.

Web -the portion of a beam located between and connected to the flanges.

Welded joint – a joint in which the assembled elements and members are united through fusion of metal.

Wheel rail – a timber curb fastened directly to the deck, most commonly found on all-timber bridges.

Wing wall -walls that slant outward from the corners of the overall bridge that support roadway fill of the approach.

Appendix "A" – 2021 Whatcom County Bridge Inventory
Total of 163 Bridges Including 25 Short Spans

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
1	LITTLE SQUALICUM	1933	270	35	3796	2
2	MARIETTA SLOUGH	1978	105	32	3746	7
3	MARIETTA	1936	420	32.9	3746	7
5	PORTAGE SLOUGH	1997	90	42	3700	6
7	SLOUGH BRIDGE	1979	90	32.1	1099	6
8	Red River	1997	82	31	284	3
9	SILVER CREEK	1953	31	25.5	70	0
10	Jordan Creek	2017	142	41	15000	4
11	RED RIVER	1920	126	25.5	5592	5
12	SCHNEIDER DITCH	1950	19	21.3	230	99
13	BARRETT CREEK	1969	57	25.5	1316	3
14	TEN MILE CR	1924	38	25.8	1192	2
15	TEN MILE CR	1935	83	43.2	4900	3
16	TEN MILE CR	1986	80	31	441	3
17	TEN MILE CR	1933	61	25.5	1185	2
19	SILVER CR	2020	16	33	6553	5
21	TEN MILE CR	1933	31	25.5	887	3
22	DAKOTA CR.	1930	31	25.7	167	4
29	TERRELL CREEK	2003	31	34	833	4
30	BERTRAND CR.	1938	126	33.1	1839	4
35	CALIFORNIA CR	1956	169	32.6	951	4
36	DAKOTA CR.	1934	75	25.5	820	4
37	CALIFORNIA CR	1923	40	32	558	3

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
38	DRAYTON HARBOR	1933	104	25.5	5082	3
42	DAKOTA CR.	1995	131	31.1	275	4
43	BERTRAND CR.	1995	118	37.4	924	5
44	Bridge Way	1922	85	16	10	99
47	BERTRAND CREEK	1950	82	36	1251	6
50	BERTRAND CR	2019	100	40	2988	4
51	FISHTRAP CR	1988	36	17	120	2
53	RIVER ROAD	2004	50	23.8	125	99
56	BERTRAND CREEK	1949	83	27	9097	6
81	JACKSON RD.	1975	62	25.5	977	4
82	TERRELL CREEK	1987	50	46.9	2766	3
86	DAKOTA CREEK	1956	18	36	1245	3
87	DAKOTA CREEK	2005	53	37	729	4
88	S. FORK DAKOTA CREEK	2005	53	37	729	4
89	DAKOTA CR.	1950	31	25.5	644	3
90	COUGAR CR	1947	19	25.5	433	2
91	DAKOTA CR TRIB	1906	50	25.5	150	4
92	DAKOTA CREEK	2000	55	32	720	4
94	COUGAR CR	1931	18	25.5	135	2
99	DRAINAGE DITCH	1932	19	25.5	190	5
101	CALIFORNIA CR	1949	31	25.9	365	3
102	CALIFORNIA CREEK	2004	31	25.5	190	4
105	MANLEY	2011	19	12.8	10	6

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
106	FRIDAY CR	1934	76	27	851	7
107	LAKE SAMISH	1953	251	29.9	955	7
115	HIGH BRIDGE	2006	228	37.5	2123	19
116	AUSTIN CREEK	2004	82	42.8	2481	7
119	BRANNIAN CREEK	2008	40	32.2	542	0
120	FIR CREEK	1944	20	25.5	545	0
121	DIVERSION CHANNEL	1944	20	25.5	545	0
124	NP RR	1955	126	31.4	120	5
125	Samish River	1998	69	32.3	114	3
126	INNIS CREEK	2007	40	24	103	3
127	SOUTH FORK	1998	276	31	250	99
130	JONES CR.	1951	31	25.9	338	0
131	MCCARTY CR	1975	70	23.8	338	99
132	HUDSON	1950	15	15	5	0
134	ANDERSON CR	1939	31	25.5	402	3
137	SMITH CREEK	1989	99	30.6	1010	99
138	HUTCHINSON CREEK	1945	31	25.5	337	21
139	MOSQUITO LK	1951	19	25	160	21
140	MIDDLE FORK	1915	423	16	117	21

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
141	PORTER CREEK	1936	31	25.5	135	21
142	JOHNSON CREEK	2004	24	0	337	21
143	BLACK SLOUGH	1934	19	25.6	170	99
147	BLACK SLOUGH	1934	31	21.3	66	4
148	SOUTH FORK	2015	360	30	700	99
149	SLOUGH	1934	76	25.5	636	99
150	LOW WATER CROSSING	1969	24	26	194	99
151	SIGITOWITZ CREEK	1950	31	25.5	250	0
157	HUTCHINSON CREEK	2005	72	32.2	818	21
159	DOREN RD	1958	19	29.5	224	3
162	OLSON CR	1940	19	25.5	1171	99
163	DAKOTA CR TRIB	1954	31	25.5	843	5
164	DAKOTA CR	1950	31	25.5	844	5
170	N. INNIS CREEK	1999	31	25.5	180	4
172	GN RR OVERPASS	1940	196	32.3	4200	1
173	HAYNIE CR	1956	38	25.5	820	4
174	SILVER CR	1958	19	21.3	194	99
201	SWIFT CR	1934	38	27	1425	6
204	TEN MILE CR	1934	38	25.5	372	5
206	SUMAS RIVER	1935	69	25.5	252	3
212	SAAR CREEK	2016	53	32.5	867	3
233	TEN MILE CR TRIB	1900	31	25.5	841	4
234	TEN MILE CR	1947	31	25.5	841	4
235	TEN MILE CR	1946	38	25.5	68	99

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
236	TEN MILE CR	1944	31	36	11198	5
237	FOUR MILE CREEK	1954	37	44	9411	6
240	TEN MILE CREEK	2012	40	32.2	645	3
242	SAAR CREEK	2004	104	29.7	118	3
244	SCOTT DITCH	1951	31	25.5	72	5
245	Scott Ditch	2009	77	42.7	9000	4
248	ANDERSON CR	1973	62	25.5	1114	4
249	ANDERSON CR	2019	82	30	150	4
250	ANDERSON CR	1958	31	30	80	0
252	NOOKSACK RIVER	1934	320	30	9332	12
256	ASSINK RD	1949	31	25.5	185	4
257	FISH TRAP CR	1950	31	27	300	5
258	KAMM SLOUGH	1956	19	25.5	838	5
261	Kamm Slough	2010	145	50	2400	4
263	FISH TRAP CR	1954	38	30.1	700	4
275	SQUAW CREEK	1963	19	25.5	866	4
277	ANDERSON CREEK	2005	53	40	4147	4
284	LIND	1955	31	25.5	50	99
288	SUMAS RIVER	1959	19	25.5	131	3
290	SUMAS RIVER	1932	31	25.5	106	3
291	SUMAS RIVER	2019	31	30	326	4
295	JOHNSON	1950	31	25.5	1031	2
302	JOHNSON CREEK	2010	53	32	240	5
303	SUMAS RIVER	1956	76	25.5	267	4
304	SUMAS RIVER	1993	60	32	263	3

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
306	SUMAS RIVER	1997	75	31	267	4
307	SUMAS RIVER	1953	60	25.5	1032	4
308	SUMAS RIVER	1947	69	25.5	261	2
309	SUMAS RIVER	1932	76	25.5	269	2
310	SUMAS RIVER	1947	57	25.5	209	2
313	SWIFT CR	2017	31	17.2	223	4
319	SUMAS RIVER	1949	31	25.5	250	3
322	SLEASMAN SLOUGH	1935	31	21.3	131	99
324	SLEASMAN SLOUGH	1935	19	25.5	120	5
325	SAAR CR	1946	31	27	113	6
327	SUMAS RIVER	1917	152	27	206	4
328	SAAR CR	1966	31	29.7	524	6
329	LENHART RD BR	1953	31	21.5	30	99
331	SUMAS RIVER	1943	82	25.5	922	3
332	NORTH FORK	1930	210	28	800	22
334	CANYON CR	1937	80	27	1050	23
336	SWIFT CR	1935	82	27	2340	3
337	SQUALICUM CR	1934	19	21.5	58	99
346	BONE CREEK	1946	10	0	270	4
347	JOHNSON CR	1955	31	21.3	40	99
348	DRAINAGE RELIEF	2002	12	23.5	172	40
349	JOHNSON CR	1945	47	29.3	567	2
406	SMITH CR	1974	19	22	149	99
408	SMITH CR	1958	31	21.5	56	99
410	HENDRICKS CREEK	1967	60	23.4	62	1
411	SMITH CR	1945	20	29	280	2
413	DAKOTA CR	1965	31	25.5	1485	4

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
421	ROCKY CREEK	1956	180	33.2	911	2
422	SULPHUR CREEK	2010	112	33	916	99
423	SANDY CREEK	1957	127	31.3	916	99
494	SMITH CREEK OVERFLOW	1946	84	27.5	1112	2
495	SOUTH FORK DAKOTA CREEK	1950	30	44.4	1500	4
497	BERTRAND CR TRIB	1950	21	30	1156	3
498	DAKOTA CREEK	2006	40	32	604	3
499	DAKOTA CREEK TRIB	1950	16	28	1434	4
500	DAKOTA CR	1928	335	31.5	1221	2
503	GOOSEBERRY FERRY SLIP	1950	70	13	1100	99
505	SKOOKUM CR	1980	101	26	100	99
506	JOHNSON CR	1944	72	14	25	99
507	LUMMI ISLAND FERRY SLIP	1978	96	17.5	1100	99
508	JOHNSON CREEK	1996	53	20	30	99
509	ANDERSON CREEK	1954	31	22.7	50	99
510	GALLOP CREEK	1952	65	16.6	16	99
511	DEEP CREEK	2000	31	21.3	15	99
512	NOOKSACK RIVER	1957	246	32.6	11192	7
513	RED RIVER	1957	104	36	11365	7
503A	FERRY SLIP APPR	1950	158	23.8	1250	99
507A	FERRY SLIP APPR	1978	60	17.5	1250	99

Appendix "B" – 2021 Whatcom County Large Culvert Inventory
Total of 236 Structures

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC202	CORNELL CREEK RD	0.37 MI FROM SR 542 (EAST END)	HENDRICK CREEK	RND	CMP	8
LC207	COAL CREEK RD	1.2 MILES FROM SR 542	UNKNOWN	RND	CMP	10
LC206	COAL CREEK RD	.74 MI SOUTH OF VAUGHN	GLACIER CREEK	RND	CMP	5
LC643	LAKEWAY DR	35' EAST OF EUCLID	GENEVA CREEK	RND	CONC	5
LC623	LAKE LOUISE RD	120' EAST OF WESTERN LANE	BEAVER CREEK	RND	CMP	6
LC622	LAKE LOUISE RD	300' WEST OF POLO PARK DR	BEAVER CREEK	BOX	CONC	6X4
LC621	LAKE LOUISE RD	525' WEST OF LAKE LOUISE DR	UNKNOWN	BOX	CONC	8X8
LC211	NOON RD	0.48 MI NORTH OF E SMITH RD	UNKNOWN	RND	CMP	8
LC616	NOON RD	0.30 MI SOUTH OF E SMITH RD	UNKNOWN	RND	CMP	6
LC615	NOON RD	0.20 MI SOUTH OF HUNTLEY RD	UNKNOWN	BOX	CONC	3X6
LC614	NOON RD	0.39 MI NORTH OF SR 542	UNKNOWN	RND	CMP	5
LC633	VAN WYCK RD	0.68 MILES WEST OF NOON RD	UNKNOWN	RND	CMP	5
LC635 & LC636	DEWEY RD	0.18 MI SOUTH OF VAN WYCK RD	SQUALICUM CREEK	RND	CMP	6
LC203	NORTHFORK RD	0.95 MI NORTH OF MOSQUITO LAKE RD	UNKNOWN	RND	CMP	5
LC607	MOSQUITO LAKE RD	SOUTH OF SR 542	UNKNOWN	RND	CMP	11
LC610	MOSQUITO LAKE RD	SOUTH OF SR 9	UNKNOWN	RND	CONC	5
LC406	SUNSET AVE	WEST OF NORTHWEST RD	UNKNOWN	SQSH	CMP	8X7
LC404	GRAVELINE RD	0.17 MI NORTH OF SUNSET AVE	SILVER CREEK	SQSH	CMP	8X7
LC403	NORTHWEST RD	200' SOUTH OF SUNSET AVE	SILVER CREEK	RND	CONC	5
LC410	SLATER RD	225' WEST OF NORTHWEST RD.	BEAR CREEK	RND	CONC	6
LC634	HORTON RD	0.35 MI EAST OF SR 539	SPRING CREEK	RND	CONC	5
LC411	SEACREST DR	0.14 MILES SOUTH OF SUNRISE RD (LUMMI ISLAND)	UNKNOWN	BOX	CONC	5X6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC205	CHASTEEN RD	AT TEN MILE RD	UNKNOWN	RND	CONC	5
LC209	E LAURAL RD	0.42 MI EAST OF SR 539	CRYSTAL SPRINGS CREEK	RND	CMP	6
LC1	ALDRICH RD	0.17 MI SOUTH OF WEST AXTON RD	DEER CREEK	RND	CMP	10
LC11	NORTHWEST RD	0.17 MI SOUTH OF WEST AXTON RD	DEER CREEK	RND	CMP	7
LC41	CLARKSON RD	0.37 MI WEST OF NORTHWEST RD	UNKNOWN	RND	CONC	5
LC40	CLARKSON RD	0.16 MI WEST OF NORTHWEST RD	UNKNOWN	RND	CONC	5
LC42	AXTON RD	JUST EAST OF FERNDALE CITY LIMITS	UNKNOWN	RND	CONC	6
LC418	KWINA RD	0.27 MI WEST OF HAXTON RD	UNKNOWN	BOX	CONC	5X7
LC417	HAXTON WAY	0.5 MI SOUTH OF RED RIVER	UNKNOWN	RND	CON	5
LC413	IMHOF RD	100' NORTH OF SLATER RD	UNKNOWN	RND	CMP	8
LC408 & LC409	SLATER RD	0.33 MI EAST OF BRIDGE 512)	TENNANT CREEK	RND	CMP	10
LC16	HAM RD	0.12 MI SOUTH OF ARNIE	CAMPBELL CREEK	SQSH	CMP	6
LC31	ARNIE RD	250' WEST OF HAM RD	UNKNOWN	RND	CMP	6
LC33	BIRCH BAY LYNDEN RD	JUST EAST OF HAM RD	CALIFORNIA CREEK	SQSH	CMP	12
LC18	HAM RD	0.62 MI SOUTH OF BIRCH BAY LYNDEN RD	UNKNOWN	RND	CMP	5
LC17	HAM RD	0.71 MI SOUTH OF BIRCH BAY LYNDEN RD	TARTE CREEK	RND	CMP	7
LC12	NORTHWEST RD	0.52 MI SOUTH OF WEST WISER LAKE RD	COUGAR CREEK	RND	CMP	7
LC39	WEST BADGER RD	AT GLENDALE RD	UNKNOWN	RND	CONC	5
LC24	LOOMIS TRAIL RD	0.23 MI WEST OF WEIDCAMP RD	UNKNOWN	RND	CONC	6
LC22	BIRCH BAY LYNDEN RD	0.12 MI EAST OF BOB HALL RD	UNKNOWN	RND	CONC	6
LC10	STEIN RD	0.62 MI NORTH OF BIRCH BAY LYNDEN RD	UNKNOWN	RND	CMP	5
LC3	CUSTER SCHOOL RD	0.93 MI NORTH OF BIRCH BAY LYNDEN RD	UNKNOWN	RND	CMP	9
LC20	LOOMIS TRAIL RD	0.32 MI WEST OF PORTAL WAY	UNKNOWN	RND	CONC	6
LC27	PORTAL WAY	0.17 MI NORTH OF ARNIE	UNKNOWN	BOX	CONC	12X6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC26	PORTAL WAY	0.11 MI NORTH OF MAIN	UNKNOWN	BOX	CONC	5X5
LC30	FOX RD	0.28 MI EAST OF VISTA	UNKNOWN	RND	CMP	6
LC13	VISTA DR	0.40 MI NORTH OF GRANDVIEW	UNKNOWN	RND	CMP	7
LC43	ENTERPRISE RD	0.17 MI SOUTH OF WILLEY'S LAKE RD	SCHNEIDER CREEK	RND	CMP	5
LC402	NORTHWEST RD	SOUTH OF SLATER RD	BEAR CREEK	SQSH	CMP	16
LC613	HENDERSON RD	0.10 MI EAST OF Y RD	SOUTH FORK ANDERSON CREEK	RND	CMP	11
LC602	KELLY RD	AT SAND RD	UNKNOWN	RND	CMP	6
LC246	VAN DYKE RD	360' WEST OF THEIL RD	ELDER DITCH	RND	CONC	6
LC250	THEIL RD	280' SOUTH OF VAN DYKE RD	SCOTT DITCH	RND	CONC	6
LC245	THEIL RD	0.35 MI NORTH OF VAN DYKE RD	SCOTT DITCH	BOX	CONC	6X5
LC213	NOON RD	0.57 MI NORTH OF VAN DYKE RD	SCOTT DITCH	BOX	CONC	6X5
LC248	NOLTE RD	0.35 MI NORTH OF VAN DYKE RD	SCOTT DITCH	RND	CMP	12
LC212	NOON RD	0.48 MI NORTH OF POLE RD	UNKNOWN	RND	CMP	6
LC214	STARRY RD	0.61 MILES NORTH OF E SMITH RD	STARRY CREEK	RND	CMP	11
LC214B	STARRY RD	NORTH OF E SMITH RD	UNKNOWN	SQSH	CMP	12
LC210	EAST RD	0.14 MI SOUTH OF E AXTON RD	DEER CREEK	RND	CMP	5
LC48	OLSON RD	0.18 MI SOUTH OF DOUGLAS RD	UNKNOWN	RND	CONC	5
LC49	CHURCH RD	0.33 MI SOUTH OF DOUGLAS RD	SCHELL CREEK	RND	CONC	5
LC236	PANGBORN RD	0.99 MI EAST OF HAMMER RD	SQUAW CREEK	SQSH	CMP	9
LC225	CLEARBROOK RD	0.22 MI EAST OF VAN BUREN RD	JOHNSON CREEK	RND	CMP	15
LC226	CLEARBROOK RD	0.23 MI WEST OF HILL RD.	SUMAS RIVER	RND	CONC	6
LC232	HILL RD	0.30 MI NORTH OF CLEARBROOK RD	SUMAS RIVER	RND	CMP	7
LC234	JONES RD	0.51 MI EAST OF CONCHMAN RD	UNKNOWN	RND	CMP	5
LC233	JONES RD	1 MI EAST OF NIMS RD	SAAR CREEK	RND	CMP	6
LC235	NIMS RD	375' NORTH OF ROCK ROAD	SAAR CREEK	RND	CMP	8

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC242	ROCK RD	285' WEST OF NIMS RD	SAAR CREEK	RND	CMP	8
LC241	ROCK RD	350' EAST OF HILLVIEW RD	ARNOLD SLOUGH	SQSH	CMP	5
LC201	SILVER LAKE RD	1.02 MI SOUTH OF BLACK MOUNTIAN RD	MAPLE CREEK	RND	CONC	5
LC624	LINDQUIST RD	0.1 MI NORTHEST OF Y RD	CARPENTER CREEK	RND	CONC	5
LC625	NORTHSHORE RD	0.14 MI SOUTH OF Y RD	CARPENTER CREEK	RND	CONC	5
LC617	Y ROAD	0.10 MI SOUTHEAST OF NORTHSHORE RD	CARPENTER CREEK	RND	CONC	5
LC642	MANLEY RD	1 MI NORTH OF PACIFIC RD	BARNES CREEK	RND	CONC	5
LC38	VALLEY VIEW RD	0.29 MI SOUTH OF MCGEE	UNKNOWN	RND	CMP	7
LC8	HAYNIE RD	0.15 MI WEST OF 34TH AVE	UNKNOWN	RND	CONC	5
LC4	GILES RD	0.10 MI SOUTH OF HAYNIE RD	UNKNOWN	RND	CMP	5
LC21	ROGER RD	SOUTH OF HOIER RD	UNKNOWN	RND	CONC	6
LC9	HOIER RD	0.15 MI EAST OF HARVEY RD	UNKNOWN	RND	CONC	6
LC7	HARVEY RD	0.15 MI NORTH OF SWEET RD	SPOONER CREEK	RND	CMP	5
LC37	SWEET RD	0.2 MI WEST OF HARVEY RD	UNKNOWN	RND	CMP	6
LC28	KICKERVILLE RD	0.5 MI SOUTH OF BAY ROAD	TERRELL CREEK	BOX	CON	8X8
LC45	BROWN RD	0.39 MI EAST OF KICKERVILLE RD	TERRELL CREEK	RND	CONC	6
LC44	BROWN RD	234' WEST OF JACKSON RD.	UNKNOWN	BOX	CONC	5X5
LC47	NORTH STAR RD	0.33 MI SOUTH OF ALDERGROVE RD	UNKNOWN	RND	CMP	13
LC35	SUNRISE RD	0.46 MI SOUTH OF H STREET RD	NORTH FORK DAKOTA CREEK	RND	CONC	6
LC36	SUNRISE RD	0.13 MI SOUTH OF H STREET RD	UNKNOWN	RND	CMP	6
LC5	H STREET RD	0.22 MI WEST OF SUNRISE RD	UNKNOWN	RND	CMP	6.5
LC6	H STREET RD	0.38 MI WEST OF SUNRISE RD	UNKNOWN	RND	CMP	11
LC2	BURK RD	0.15 MI EAST OF DELTA LINE RD	NORTH FORK DAKOTA CREEK	RND	CMP	14
LC29	ZELL RD	AT WILLEY'S LAKE ROAD	UNKNOWN	RND	CMP	6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC34	LOOMIS TRAIL RD	JUST WEST OF I-5	UNKNOWN	RND	CMP	6
LC32	ARNIE RD	0.3 MI EAST OF VALLEY VIEW RD	UNKNOWN	BOX	CONC	8X5
LC25	PORTAL WAY	280' SOUTH OF FARIS (THE SOUGH LEG OF FARIS)	UNKNOWN	BOX	CONC	6X5
LC50	UNICH RD	0.17 MI EAST OF BARR RD	JORDAN CREEK	BOX	CONC	6X4
LC414	LAMPMAN RD	0.20 MI EAST OF HAXTON WAY	UNKNOWN	RND	CONC	5
LC412	ELDER RD	0.2 MI NORTH OF SLATER RD	JORDAN CREEK	RND	CMP	12
LC416	NORTH RED RIVER RD	0.66 MI WEST OF HILLAIRE RD	JORDAN CREEK	RND	CMP	9
LC415	NORTH RED RIVER RD	0.74 MI WEST OF HILLAIRE RD	UNKNOWN	RND	CMP	5
LC637	E SMITH RD	0.77 MI EAST OF SR 542	UNKNOWN	RND	CONC	5
LC204	HILLARD RD	175' SOUTH OF DEMING RD	UNKNOWN	RND	CMP	5
LC612	LINNELL RD	0.25 MI NORTH OF POTTER RD	UNKNOWN	RND	CMP	6
LC603	NELSON RD	0.50 MI SOUTH OF POTTER RD	UNKNOWN	RND	CMP	8
LC608	CLIPPER RD	0.54 MI SOUTH OF STRAND RD	UNKNOWN	BOX	CONC	6X4
LC609	CLIPPER RD	0.14 MI SOUTH OF STRAND RD	TINGLING CREEK	BOX	CONC	6X4
LC604	STRAND RD	0.52 MI EAST OF SR 9	TINGLING CREEK	BOX	CONC	6X4
LC605	TRUCK RD	0.14 MI EASTERLY OF DEAL RD	UNKNOWN	RND	CONC	5
LC638	PARK RD	1.18 MI EAST OF BLUE CANYON RD	UNKNOWN	RND	CMP	6
LC644	PARK RD	0.38 MI EAST OF BLUE CANYON RD	UNKNOWN	BOX	CONC	8X4
LC620	BLUE CANYON RD	1 MILE FROM PARK RD	UNKNOWN	RND	CMP	5
LC619	BLUE CANYON RD	0.62 MI FROM PARK RD	BLUE CONYON CREEK	RND	CMP	5
LC618	RAINBOW DR	BETWEEN BROOK AND CEDAR	SILVER CREEK	RND	CMP	6
LC601	GLENHAVEN	BETWEEN RAINBOW RD AND LAKESIDE DR	SILVER CREEK	BOX	CONC	8X3
LC631	SAMISH WAY	0.64 MI NORTHWEST OF MANLEY RD	CHUCKANUT CREEK	BOX	CONC	8X8

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC630	SAMISH WAY	0.46 MI NORTHWEST OF MANLEY RD	BEAR CREEK	RND	CONC	5
LC632	SAMISH WAY	500' EAST OF YEW STREET RD	UNKNOWN	RND	CONC	5
LC405	LANGE RD	0.22 MI EAST OF WASHKE RD	ANDREASEN DITCH	RND	CONC	9
LC407	WASHKE RD	350' NORTH OF LANGE RD	ANDREASEN DITCH	RND	CMP	5
LC639	EAST LAKE SAMISH DR	0.24 MI NORTH OF CEDAR ACRES	BARNES CREEK	BOX	CONC	6X8
LC640	NORH LAKE SAMISH	0.11 MI WEST OF EAST LAKE SAMISH	FINNEY CREEK	RND	CONC	6
LC641	ROY RD	0.53 MI WEST OF AXELSON	UNKNOWN	BOX	CONC	4X6
LC626 & LC627	OLD SAMISH RD	0.55 MI WEST OF LAKE SAMISH DR	UNKNOWN	RND	CONC	5
LC628 & LC629	OLD SAMISH RD	0.73 MI WEST OF FALLS DR	CHUCKANUT CREEK	RND	CMP	6
LC228	GOODWIN RD	0.32 MI NORTH OF SOUTH PASS RD	GOLD CREEK	BOX	CONC	7X3
LC227	GOODWIN RD	0.07 MI SOUTH OF SORENSON RD	BRECKENRIDGE CREEK	RND	CMP	10
LC222	LINDSAY RD	67' WEST OF TELEGRAPH RD	KINNEY CREEK	RND	CMP	8
LC223	TELEGRAPH RD	0.10 MI SOUTH OF LINDSAY RD	KINNEY CREEK	RND	CMP	8
LC24	SORRENSON RD	0.20 MI EAST OF TELEGRAPH RD	KINNEY CREEK	RND	CMP	8
LC237	SOUTH PASS RD	0.32 MI NORTH OF SEALUND RD	BRECKENRIDGE CREEK	BOX	CONC	8X10
LC238	MACK RD	100' FROM SR 9	UNKNOWN	BOX	CONC	3X6
LC240	OAT COLES RD	0.13 MI NORTH OF MACK RD	UNKNOWN	RND	CMP	5
LC239	MASSEY RD	0.37 MI EAST OF OAT COLES RD	GOODWIN CREEK	RND	CMP	6
LC229	GOODWIN RD	AT MASSEY RD		RND	CONC	5
LC230	GOODWIN RD	AT GILMORE RD	POWER CREEK	RND	CMP	10
LC231	GOODWIN RD	0.38 MI NORTH OF HOPEWELL RD	DALE CREEK	RND	CMP	6
LC221	LINDSAY RD	60' WEST OF VAN BUREN RD	JOHNSON CREEK	RND	CMP	5
LC220	LINDSAY RD	0.22 MI WEST OF VAN BUREN RD	SUMAS RIVER	RND	CMP	5
LC243	VAN BUREN	0.12 MI NORTH OF HAMPTON RD	SUMAS RIVER	RND	CMP	5

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC247	HAMPTON RD	45' WEST OF VAN BUREN	JOHNSON CREEK	RND	CONC	7
LC244	STICKNEY ISLAND RD	0.12 MI SOUTH OF TIMON RD	MORMON DITCH	RND	CMP	9
LC249	NORTHWOOD RD	0.25 MI NORTH OF HAMPTON RD	KAMM SLOUGH	RND	CONC	5
LC215	ASSINK RD	1 MI NORTH OF PANGBORN RD	FISHTRAP CREEK	RND	CMP	7.5
LC219	PANGBORN RD	20' EAST OF BENDER RD	FISHTRAP CREEK TRIB	BOX	CONC	6X3
LC218	PANGBORN RD	AT BENSON RD	FISHTRAP CREEK	BOX	CONC	6X3
LC216	PRARIE RD	WEST OF DOUBLE DITCH RD	DOUBLE DITCH	BOX	CONC	6X4
LC217	PRARIE RD	EAST OF DOUBLE DITCH RD	DOUBLE DITCH	BOX	CON	6X4
LC23	H STREET RD	AT JACKMAN RD	JACKMAN DITCH	RND	CMP	6
LC604B	STRAND RD	0.46 MI EAST OF SR 9	UNKNOWN	RND	CMP	5
LC124	SAXON RD	0.2 MI EST OF SR9	UNKNOWN	RND	CMP	4
LC1094	BLUE CANYON RD		UNKNOWN	RND	CONC	4
LC2512	EAST LAKE SAMISH	0.1 MILES FROM CEDAR ACRES	UNKNOWN	RND	CMP	4.6
LC123	ROTHENBUHLER RD		UNKNOWN	RND	CMP	4
LC2137	PARK ROAD		UNKNOWN	RND	CONC	4
LC1240	PARK ROAD		UNKNOWN	RND	CONC	4
LC2285	PARK ROAD		UNKNOWN	RND	CONC	4
LC2142	PARK ROAD		UNKNOWN	RND	CONC	4
LC2143	PARK ROAD	1.5 MILES E. OF SOUTH BAY DRIVE	UNKNOWN	RND	CONC	4.5
LC219	INNIS CREEK ROAD		INNIS CREEK	RND		4
LC129	SAXON ROAD	AT FISH HATCHERY OUTFLOW	UNKNOWN	RND	CMP	4
LC154	NORTH FORK ROAD	2.1 MILE N. OF MOSQUITO LAKE ROAD	UNKNOWN	RND	CONC	4.5
LC1515	GOODWIN ROAD	50.0 FT. NORTH OF COBRANT ROAD	GOODWIN CREEK	RND	CONC	4
LC2541	ROY ROAD	0.2 MILES W. OF AXELSON ROAD	UNKNOWN	RND	CONC	4
LC53	SILVER LAKE ROAD		UNKNOWN	RND	CONC	4
LC27	SILVER LAKE ROAD	100-FT. BEFORE 9900 SILVER LAKE ROAD	UNKNOWN	RND	CONC	4
LC1624	OCEAN ROAD	0.15 MILES FROM HOPEWELL ROAD	HOFF CREEK	RND	CMP	4

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC-CENTRAL	CENTRAL ROAD	BETWEEN NOON AND HANNEGAN ROAD	UNKNOWN	RND	CMP	6
LC1900	EVERSON GOSHEN ROAD	250-FT SOUTH OF KELLY ROAD	MCCORMICK CR	RND	CONC	4
LC201	Y ROAD	0.5 MILES E. OF STATE ROUTE 542	UNKNOWN	RND	CONC	4
LC287	ALDRICH ROAD		DEER CREEK	RND	CONC	4
LC94	SAND ROAD	JUST SOUTH OF SMITH ROAD INTERSECTION	UNKNOWN	RND	CONC	4
LC1878	VAN WYCK ROAD	JUST WEST OF POWER LINES	BAKER CREEK	RND	CONC	4
LC3248	MITCHELL ROAD	NEXT TO HIGHSCHOOL BASEBALL FIELD	UNKNOWN	RND	CMP	4
LC192	SAND ROAD	NORTH OF SMITH ROAD	UNKNOWN	RND	CONC	4
LC1976	BAKERVIEW ROAD	200-FT WEST OF DEWEY ROAD	TOAD CREEK	RND	CMP	4
LC1977	BAKERVIEW ROAD		TOAD CREEK	RND	CMP	4
LC663	NOON ROAD	BETWEEN 5901 AND 5904 NOON ROAD	SHUKSAN CREEK	RND	CMP	4
LC430	EVERSON GOSHEN ROAD	0.3 MILES NORTH OF E. SMITH ROAD	TEN MILE CREEK	RND	CMP	4
LC333	EAST AXTON ROAD		DEER CREEK	RND	CONC	4
LC2372	PACIFIC HIGHWAY		UNKNOWN	BOX	CONC	4X4
LC3106	FERNDALE ROAD	JUST SOUTH OF NOOKSACK LEVEE	UNKNOWN	RND	CMP	4
LC2500	DEAL ROAD		UNKNOWN	RND	CONC	4.5
LC2196	HAMPTON ROAD	0.2 MILES EAST OF NORTHWOOD ROAD	MORMON DITCH	RND	CONC	4.5
LC2293	RURAL AVENUE		UNKNOWN	RND	CONC	4
LC2043	MARINE DRIVE	WEST OF BANCROFT ROAD	AIRPORT CREEK	RND	CONC	4
LC2927	ELDER ROAD	NORTH OF SLATER ROAD	JORDAN CREEK	RND	CONC	4
LC670	NOON ROAD	0.5 MILES NORTH OF POLE ROAD	UNKNOWN	RND	CMP	4
LC2238	HOLZ ROAD	0.2 MILES SOUTH OF VAN DYKE ROAD	E. FORK ELDER CREEK	RND	CONC	4
LC2495	LAKE WHATCOM BOULEVARD		UNKNOWN	RND	CONC	4
LC2463	LAKE WHATCOM BOULEVARD	200-FT NORHT OF SOUTH BAY ROAD	UNKNOWN	RND	CMP	4

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC2564	SOUTH BAY DRIVE	JUST EAST OF ADRESS 3433	UNKNOWN	RND	CONC	4
LC2488	LAKE WHATCOM BOULEVARD	AT INTERSECTION OF SOUTHERN COURT ROAD	UNKNOWN	RND	CONC	4
LC2314	WEST POLE ROAD	10-FT WEST OF ALDRICH ROAD	UNKNOWN	RND	CONC	4
LC278	ALDRICH ROAD	1.2 MILES NORTH OF NORTHWEST AND ALDRICH INTERSECTION	UNKNOWN	RND	CONC	4
LC296	ALDRICH ROAD	300-FT SOUTH OF POLE ROAD	UNKNOWN	RND	CONC	4
LC363	JACKMAN ROAD	10-FT NORTH OF BADGER RD INTERSECTION	UNKNOWN	RND	CONC	4.5
LC2052	ABBOT ROAD	10-FT EAST OF HANNEGAN ROAD	UNKNOWN	RND	CONC	4
LC1266	PANGBORN ROAD	10-FT EAST OF DEPOT ROAD	UNKNOWN	RND	CONC	4
LC1785	VAN BUREN ROAD	NORTH OF 9007 VAN BUREN ROAD	UNKNOWN	RND	CONC	4
LC1786	VAN BUREN ROAD	NORTH OF 9007 VAN BUREN ROAD	UNKNOWN	RND	CONC	4
LC1609	WEST BADGER ROAD	AT WEIDKAMP ROAD	UNKNOWN	RND	CONC	4
LC2102	MOUNTAIN VIEW ROAD	500-FT EAST OF NORTH STAR ROAD	UNKNOWN	RND	CONC	4
LC2882	BARR ROAD	0.3 MILES NORTH OF UNICK ROAD	JORDAN CREEK	RND	CONC	4
LC682	NORTHWEST DRIVE	50 FT NORTH OF STRIDER ENTRANCE	BEAR CREEK	RND	CONC	4
LC683	NORTHWEST DRIVE		BEAR CREEK	RND	CONC	4
LC1605	WEST BADGER ROAD	NEAR GLENDALE ROAD INTERSECTION	BERTRAND CREEK TRIB	RND	CONC	4
LC550	DELTA LINE ROAD	250 FT NORTH OF WEST BADGER ROAD	UNKNOWN	RND	CONC	4
LC598	HAYNIE ROAD	100 FT EAST OF STEIN ROAD	UNKNOWN	RND	CONC	4
LC1360	VALLEY VIEW ROAD	NORTH OF ARNIE ROAD	UNKNOWN	RND	CMP	4
LC1378	CREASY ROAD	NEAR 3083 CREASY ROAD	UNKNOWN	RND	CMP	4
LC915	VISTA ROAD	NEAR FOX ROAD INTERSECTION	UNKNOWN	RND	CMP	4
LC974	BAY ROAD	0.3 MILES WEST OF VALLEY VIEW ROAD	CAMPBELL CREEK	RND	CONC	4

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC2873	ALDERGROVE ROAD	0.8 MILES WEST OF NORTH STAR ROAD	TERRELL CREEK	RND	CMP	5
LC1306	KICKERVILLE ROAD	0.1 MILES SOUTH OF LOOMIS TRAIL ROAD	UNKNOWN	RND	CONC	4.5
LC619	MCGEE ROAD	0.2 MILES EAST OF GILES ROAD	UNKNOWN	RND	CONC	4
LC2623	LEESIDE DRIVE	100 FT SOUTH OF ALDERSON ROAD	UNKNOWN	RND	CONC	4
LC1028	LOOMIS TRAIL ROAD	0.4 MILES WEST OF PORTAL WAY	UNKNOWN	RND	CONC	4
LC-SAMISH	NORTH LAKE SAMISH DRIVE	500 FT SOUTH OF SHELL STATION	UNKNOWN	BOX	CONC	9
LC936	HAM ROAD	0.5 MILES SOUTH OF BBL ROAD	UNKNOWN	RND	CONC	4.5
LC1292	PORTAL WAY	160 FT SOUTH OF WEST LOOMIS TRAIL ROAD	UNKNOWN	BOX	CONC	4X3
LC1289	PORTAL WAY	0.66 MILES NORTH OF WEST LOOMIS TRAIL ROAD	UNKNOWN	BOX	CONC	4
LC1567	SUNRISE ROAD	200 FT SOUTH OF H STREET ROAD	UNKNOWN	RND	CMP	4.5
LC628	PIPELINE ROAD	300 FT EAST OF HARVEY ROAD	SPOONER CREEK	RND	CMP	4.5

Agency: Whatcom County
County No. 37 Co.Name: Whatcom Co.
City No: 0000 MPO/RPO: NON/WCCG

Exhibit "A"
Six Year Transportation Improvement Program
2023-2028

Hearing 9/27/2022
Adoption:9/27/2022
Resolution: 2022-xxx

Road Capital Construction

FUNC. CLASS	TIP PROJECT NO.	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT COSTS IN *THOUSANDS* OF DOLLARS FUNDING SOURCE INFORMATION FEDERAL FUNDS / STATE FUNDS PROJECT PHASE	MONTH / YEAR PHASE STARTS	FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL	EXPENDITURE SCHEDULE YEAR 1 2023	Grant	Local	YEAR 2 2024	Grant	Local	YEAR 3 2025	Grant	Local	Years 4th Thru 6th	YEAR 4 2026	Grant	Local	YEAR 5 2027	Grant	Local	YEAR 6 2028	TOTAL 2023-2028	Grant Total 2023-2028	Local Total 2023-2028	FEDERALLY FUNDED PROJECTS ONLY ENVIRON-MENTAL TYPE	RW REQ? Y/N DATE COMPLETE MONTH / YEAR
18	R1	**Drayton Harbor Road**	05			T	PE/CE	1/2023	FEMA	175		0	175	350	200	100	100	150	75	75												350	175	175		Yes
		20350 from MP 0.10 to MP 0.33	06	S	0.23		P	6/2023		0		0	100	100	100	0	100	0	0	0												100	0	100	CE	
		From Shintaffer Rd and west 1200 LF	07				C	6/2024	FEMA	600		0	600	1,200				1,200	600	600												1,200	600	600		
		Repair of Nov 2021 roadway & slope failure					W			0		0	0	0				0	0	0												0	0	0		
							S	Total		775		0	875	1,650	300	100	200	1,350	675	675												1,650	775	875		
09	R2	**Manley Road**	05				PE/CE	1/2023	FEMA	50		0	50	100	100	50	50															100	50	50		Yes
		41570 from MP 1.50 to MP 1.55	06	S	0.05		RW	1/2023		0		0	10	10	10		10	0	0	0												10	0	10	CE	
		From North gate, site approx 3000 LF South	07				CN	6/2023	FEMA	250		0	250	500	500	250	250															500	250	250		
		Fill slope failure situated above I-5					Total			300		0	310	610	610	300	310	0	0	0												610	300	310		
19	R3	**Sunset Avenue**	05			T	PE/CE	1/2023	FEMA	100		0	100	200	100	50	50	100	50	50												200	100	100		Yes
		73140 from MP 0.52 to MP 0.58	06	S	0.06	P	RW	6/2023		0		0	25	25	25		25	0	0	0												25	0	25	CE	
		site is approx 0.5 mi West of Pacific Hwy	07			C	CN	6/2024	FEMA	400		0	200	600			0	600	400	200												600	400	200		
		Repair of Nov 2021 roadway & slope failure				W	Total			500		0	325	825	125	50	75	700	450	250												825	500	325		
09	R4	**Beach Avenue & Island Drive (Lummi Is)**	05			T	PE/CE	1/2023	FEMA	125		0	125	250	150	75	75	100	50	50												250	125	125		Yes
		10740 / 10960	06	S		P	RW	6/2023		0		0	25	25	25		25	0	0	0												25	0	25	CE	
		Repair road & slope failure on Beach Ave; repair	07			C	CN	6/2024	FEMA	400		0	300	700			0	700	400	300												700	400	300		
		road failure on Island Dr - both from Nov 2021 event				W	Total			525		0	450	975	175	75	100	800	450	350												975	525	450		
17	R5	**Birch Bay Drive & Pedestrian Facility**	12			T																														No
		20010	05			P	PE/CE			0		0	0	0	0	0	0	0	0	0												0	0	0		
		from Lora Lane to Cedar Avenue	32	S	1.58	C	RW			0		0	0	0	0	0	0	0	0	0												0	0	0	CE	
		Pedestrian & Non-motorized Enhancements	06			W	CN	1/2023		0		0	100	100	100	0	100	0	0	0												100	0	100		
							S	Total		0		0	100	100	100	0	100	0	0	0												100	0	100		
07	R6	**East Smith Road & Hannegan Road**	06			C																														Yes
		55080 / 55110	07	S	0.40	G	PE/CE	1/2023		0		0	500	500	400	0	400	100	0	100												500	0	500		
		Intersection Improvements	12			P	RW	1/2023		0		0	150	150	150	0	150	0	0	0												150	0	150	CE	
						T	CN	6/2023	ST/HSIP	2,000		0	2,700	4,700	4,200	2,000	2,200	500	0	500												4,700	2,000	2,700		
							Total			2,000		0	3,350	5,350	4,750	2,000	2,750	600	0	600												5,350	2,000	3,350		
17	R7	**Samish Way & Galbraith Lane**	06			C																														Yes
		44060 from MP 1.41. to 1.68	12	S	0.27	G	PE/CE	1/2023		0		0	20	20	20	0	20	0	0	0												20	0	20		
		Pedestrian Crosswalk Coordination with the City of	32			P	RW	1/2023		0		0	10	10	10	0	10	0	0	0												10	0	10		
		Bellingham Parking Lot Development				T	CN	1/2023		0		0	80	80	80	0	80	0	0	0												80	0	80		
						W	Total			0		0	110	110	110	0	110	0	0	0												110	0	110		
09	R8	**Marshall Hill Road Slide Rpr/Culvert Rplc**				C	PE/CE	1/2023		0		0	200	200	50	0	50	150	0	150												200	0	200		Yes
		89260 from MP 0.60 to 0.70	06	S	0.20	P	RW	2/2023		0		0	35	35	10	0	10	25	0	25												35	0	35		
		Replace Culvert & Repair Slide Damage	07			T	CN	6/2024		0		0	1,100	1,100			0	1,100	0	1,100												1,100	0	1,100		
							Total			0		0	1,335	1,335	60	0	60	1,275	0	1,275												1,335	0	1,335		
17	R9	**Birch Bay Lynden Rd. & Blaine Rd.**	06			C																														Yes
		21580 from MP 1.00 to UAB MP 1.25	07	P	0.25	G	PE/CE	1/2022		0		0	600	600	200	0	200	400	0	400												600	0	600		
		Intersection Improvements	12			P	RW	1/2023		0		0	300	300	250	0	250	50	0	50												300	0	300	CE	
						T	CN	5/2024	ST/HSIP	1,801		0	1,799	3,600	0	0	0	3,600	1,801	1,799												3,600	1,801	1,799		
						W	Total			1,801		0	2,699	4,500	450	0	450	4,050	1,801	2,249												4,500	1,801	2,699		
16	R10	**Smith Road & Northwest Drive**	03			C																														Yes
		75080 / 74050	06	P	0.40	G	PE/CE	1/2023		0		0	15	15	5	0	5	5	0	5	5	0	5									15	0	15		
		Intersection Improvements	12			P	RW			0		0	0	0	0	0	0	0	0	0	0	0	0									0	0	0		
						T	CN			0		0	0	0	0	0	0	0	0	0	0	0	0									0	0	0		
						W	Total			0		0	15	15	5	0	5	5	0	5	5	0	5									15	0	15		
09	R11	**Chief Martin Road, Cagey Road to Kwina Road**	05			C	PE/CE	1/2023		0		0	10	10	10	0	10	0	0	0												10	0	10		No
		14110 from MP 0.00 to MP 2.50	06	P	2.50	P	RW			0		0	0	0	0	0	0	0	0	0	0	0	0									0	0	0		
		Pavement Rehabilitation	07			T	CN			0		0	0	0	0	0	0	0	0	0	0	0	0									0	0	0		
							Total			0		0	10	10	10	0	10	0	0	0	0	0	0									10	0	10		
16	R12	**Slater Road & Northwest Drive**	03			C																														Yes
		14760/74050	06	S	0.40	G	PE/CE	1/2023		0		0	15	15	5	0	5	5	0	5	5	0	5									15	0	15		
		Intersection Improvements with WSDOT	12			P	RW			0		0	0	0	0	0	0	0	0	0	0	0	0									0	0	0	CE	
		as lead agency				T	CN			0		0	0	0	0	0	0	0	0	0	0	0	0									0	0	0		
						W	Total			0		0	15	15	5	0	5	5	0	5	5	0	5									15	0	15		
17	R13	**Birch Bay Drive Crosswalk**	06			C	PE/CE	1/2023		0		0	185	185	185	0	185	0	0	0												185	0	185		No
		20010 from MP 3.29 to MP 3.30	12	S	0.10	P	RW			0		0	0	0	0	0	0	0	0	0	0	0	0									0	0	0		
		New Crosswalk from Berm to Parks Facility	32			T	CN	5/2023		0		0	300	300	300	0	300	0	0	0	0	0	0									300	0	300		
						W	Total			0		0	485	485	485	0	485	0	0	0	0	0	0									485	0	485		
07	R14	**Lummi Nation Transportation Projects**	12																																	Yes
		Various locations on Reservation	03				PE/CE	1/2023		0		0	350	350	350	0	350	0	0	0	0	0	0									350	0	350		
			06	S			RW	1/2023		0		0	150	150	150	0	150	0	0	0	0	0	0									150	0	150		
			07				CN	6/2023		0		0	1,155	1,155	1,155	0	1,155	0	0	0	0	0	0									1,155	0	1,155		
			32				Total			0		0	1,655	1,655	1,655	0	1,655	0	0	0	0	0	0									1,655	0	1,655		

Agency: Whatcom County
County No. 37 Co.Name: Whatcom Co.
City No: 0000 MPO/RPO: NON/WCCG

Exhibit "A"
Six Year Transportation Improvement Program
2023-2028

Hearing 9/27/2022
Adoption:9/27/2022
Resolution: 2022-xxx

PROJECT COSTS IN *THOUSANDS* OF DOLLARS

FUNC. CLASS	TIP PROJECT NO.	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT PHASE	FUNDING SOURCE INFORMATION: MONTH / YEAR PHASE STARTS	FEDERAL FUNDS: FEDERAL FUND CODE	FEDERAL FUNDS: FEDERAL COST BY PHASE	STATE FUNDS: STATE FUND CODE	STATE FUNDS: STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL	EXPENDITURE SCHEDULE: YEAR 1 2023	Grant	Local	YEAR 2 2024	Grant	Local	YEAR 3 2025	Grant	Local	Years 4th Thru 6th	YEAR 4 2026	Grant	Local	YEAR 5 2027	Grant	Local	YEAR 6 2028	TOTAL 2023-2028	Grant Total 2023-2028	Local Total 2023-2028	FEDERALLY FUNDED PROJECTS ONLY: ENVIRON-MENTAL TYPE	RW REQ? Y/N DATE COMPLETE MONTH / YEAR
07	R15					P																														No
		Point Roberts Transportation Improvements				T	PE/CE	1/2023					0	50	50	50	0	50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	0	50		
		Project locations to be determined in 2021	06	S	0.25	W	RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
			32			C	CN	6/2023					0	100	100	100	0	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	0	100		
							Total						0	150	150	150	0	150	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150	0	150		
09	R16					T																														Yes
		Innis Creek Road				P	PE/CE	1/2023					0	5	5	5	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	5		
		88850 from MP 2.45 to MP 2.65	07	P	0.20	C	RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Raise roadway	06			W	CN						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
						S	Total						0	5	5	5	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	5		
17	R17					T																														No
		Birch Bay Drive, Jackson Rd to Shintaffer Rd				P	PE/CE	1/2023					0	285	285	285	0	285	0	0	0	0	0	0	0	0	0	0	0	0	0	0	285	0	285		
		20010 from MP 2.10 to MP 4.53	07	P	2.43	C	RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Pavement Rehabilitation	06			W	CN	6/2023					0	2,000	2,000	2,000	0	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000	0	2,000		
						S	Total						0	2,285	2,285	2,285	0	2,285	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,285	0	2,285		
16	R18					C																														Yes
		Marine Drive II, Alderwood Ave to Brdg No. 172	03			G	PE/CE	1/2024					0	850	850	0	0	0	200	0	200	200	0	200	450	450	0	450	0	0	0	0	850	0	850		
		12790 From MP 3.92 to MP 3.37	06	P	0.55	P	RW	6/2024					0	500	500	0	0	0	50	0	50	450	0	450	0	0	0	0	0	0	0	0	500	0	500	CE	
		Reconstruction & bicycle/pedestrian facilities	12			S	CN	6/2026	STBG/TA	800			0	2,400	3,200	0	0	0	0	0	0	0	0	3,200	3,200	800	2,400	0	0	0	0	3,200	800	2,400		
			32			TW	Total			800			0	3,750	4,550	0	0	0	250	0	250	650	0	650	3,650	3,650	800	2,850	0	0	0	0	4,550	800	3,750		
09	R19					P	PE/CE						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		Yes
		Turkington Road/Jones Creek	03			T	RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		89200 from MP 0.4 to MP 0.6	06	P	0.20	C	CN	1/2023					0	300	300	300	0	300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	300	0	300		
		Road Grade Modification and creek channelization R&F Lead					Total						0	300	300	300	0	300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	300	0	300		
09	R20					P	PE/CE						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		Yes
		Truck Road	06			T	RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		89370 From MP 0.4 to MP 0.6	07	P	0.20	C	CN	6/2023					0	70	70	70	0	70	0	0	0	0	0	0	0	0	0	0	0	0	0	0	70	0	70		
		2020 Flood Damage Repair / R&F Lead	13				Total						0	70	70	70	0	70	0	0	0	0	0	0	0	0	0	0	0	0	0	0	70	0	70		
09	R21					C	PE/CE	1/2023					0	10	10	10	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	10		No
		Abbott Road/Levee Improvements	03			P	RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		55560 from MP 1.7 to MP 1.9	06	P	0.20	T	CN						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Levee Improvements / R&F Lead					Total						0	10	10	10	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	10		
16	R22					C																														No
		Ferndale Road/Levee Improvements	03			P	PE/CE	1/2023					0	10	10	10	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	10		
		12800 from MP 2.50 to MP 3.82	06	P	1.32	P	RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		Levee Improvements / R&F Lead				T	CN						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							Total						0	10	10	10	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	10		
16	R23					C																														Yes
		Lake Louise, Austin St to Lake Whatcom Blvd.	07			G	PE/CE	1/2023					0	275	275	25	0	25	250	0	250	0	0	0	0	0	0	0	0	0	0	0	275	0	275		
		46010 from MP 0.00 to MP 4.06	06	P	4.06	P	RW	1/2023					0	20	20	5	0	5	15	0	15	0	0	0	0	0	0	0	0	0	0	0	20	0	20		
		Pavement Rehabilitation				S	CN	6/2024					0	2,500	2,500	0	0	0	2,500	0	2,500	0	0	0	0	0	0	0	0	0	0	0	2,500	0	2,500		
						TW	Total						0	2,795	2,795	30	0	30	2,765	0	2,765	0	0	0	0	0	0	0	0	0	0	0	2,795	0	2,795		
16	R24																																			Yes
		Austin Street, Lake Louise to Cable				C	PE/CE	1/2023					0	140	140	15	0	15	125	0	125	0	0	0	0	0	0	0	0	0	0	0	140	0	140		
		46020 from MP 0.00 to MP 0.37	07	P	0.37	P	RW	1/2023					0	20	20	10	0	10	10	0	10	0	0	0	0	0	0	0	0	0	0	0	20	0	20		
		Pavement Rehabilitation w/ ADA Improvements	06			T	CN	6/2024					0	750	750	0	0	0	750	0	750	0	0	0	0	0	0	0	0	0	0	0	750	0	750		
							Total						0	910	910	25	0	25	885	0	885	0	0	0	0	0	0	0	0	0	0	0	910	0	910		
16	R25					T																														Yes
		Northwest Drive, Slater Rd. to Axton Rd.				P	PE/CE	1/2024					0	60	60	0	0	0	10	0	10	50	0	50	0	0	0	0	0	0	0	0	60	0	60		
		74050 from MP 2.38 to MP 4.65	07	P	2.27	C	RW	1/2025					0	10	10	0	0	0		0	0	10	0	10	0	0	0	0	0	0	0	0	10	0	10		
		Pavement Rehabilitation	06			W	CN						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
						S	Total						0	70	70	0	0	0	10	0	10	60	0	60	0	0	0	0	0	0	0	0	70	0	70		

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Exhibit "A"
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2023-2028

Hearing 9/27/2022
Adoption:9/27/2022
Resolution: 2022-xxx

PROJECT COSTS IN *THOUSANDS* OF DOLLARS

FUNC. CLASS	TIP PROJECT NO.	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	FUNDING SOURCE INFORMATION PROJECT PHASE	MONTH / YEAR PHASE STARTS	FEDERAL FUNDS FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUNDS STATE FUND CODE	STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL	EXPENDITURE SCHEDULE YEAR 1 2023	Grant	Local	YEAR 2 2024	Grant	Local	YEAR 3 2025	Grant	Local	Years 4th Thru 6th	YEAR 4 2026	Grant	Local	YEAR 5 2027	Grant	Local	YEAR 6 2028	TOTAL 2023-2028	Grant Total 2023-2028	Local Total 2023-2028	FEDERALLY FUNDED PROJECTS ONLY ENVIRON-MENTAL TYPE	RW REQ? Y/N DATE COMPLETE MONTH / YEAR
16	R26	**Axton Road, City of Ferndale to SR 539** **73680 from MP 0.81 to MP 4.17** Pavement Rehabilitation	07 06	P	3.36	C P T	PE/CE RW CN Total	1/2025					0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	0 0 0 0	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5		No
07	R27	**Hampton Road, City of Lynden UAB to Van Buren** **61700 From MP 0.14 to MP 4.79** Pavement Rehabilitation	06 07	P	4.65	C P T	PE/CE RW CN Total	1/2023 6/2025		0 0 0 0	RATA RATA	13 0 677 690	0 0 0 0	187 0 1,523 1,710	200 0 2,200 2,400	5 0 0 5	4 0 0 4	1 0 0 1	10 0 0 10	9 0 0 9	1 0 0 1	185 0 2,200 2,385	0 0 677 677	185 0 1,523 1,708	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	200 0 2,200 2,400	13 0 677 690	187 0 1,523 1,710		No
07	R28	**Everson Goshen Road, Smith Rd. to Pole Rd** **55230 from MP 1.99 to 6.08** Pavement Rehabilitation	06 07	P	4.09	C P T	PE/CE RW CN Total	1/2026					0 0 0 0	0 0 0 0	25 0 0 25	25 0 0 25	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	25 0 0 25	5 0 0 5	0 0 0 0	5 0 0 5	20 0 0 20	0 0 0 0	20 0 0 20	0 0 0 0	25 0 0 25	0 0 0 0	25 0 0 25		No
16	R29	**Lakeway Drive/Terrace, COB to Cable** **45690 from MP 0.00 to MP 0.63** **44200 from MP 0.00 to MP 0.16** Pavement Rehabilitation	06 07	P	0.79	C P T	PE/CE RW CN Total	1/2026					0 0 0 0	0 0 0 0	15 0 0 15	15 0 0 15	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	15 0 0 15	5 0 0 5	0 0 0 0	5 0 0 5	10 0 0 10	0 0 0 0	10 0 0 10	0 0 0 0	15 0 0 15	0 0 0 0	15 0 0 15		No
16	R30	**Lakeway Drive Corridor Improvements** **45690 from MP 0.00 to MP 1.39** Safety and Multimodal Improvements	06 12 32	P	1.39	C G P T W	PE/CE RW CN Total	1/2023					0 0 0 0	0 0 0 0	10 0 0 10	10 0 0 10	5 0 0 5	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	5 0 0 5	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	10 0 0 10	0 0 0 0	10 0 0 10		No
19	R31	**Lincoln Road II, Harborview Rd to Blaine Rd** **26190 from MP 0.00 to MP 1.00** Reconstruction & new road, non-motorized enhancement; WSDOT intersection @ SR 548.	01 06 07	P	1.00	C P T	PE/CE RW CN Total	1/2023					0 0 0 0	0 0 0 0	10 0 0 10	10 0 0 10	5 0 0 5	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	5 0 0 5	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	10 0 0 10	0 0 0 0	10 0 0 10		Yes
07	R32	**Slater Road, Lake Terrell Rd to Haxton Wy** **14760 from MP 1.19 to MP 3.69** Pavement Rehabilitation	05 06 07	P	2.50	C P T	PE/CE RW CN Total	1/2027					0 0 0 0	0 0 0 0	15 0 0 15	15 0 0 15	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	15 0 0 15	0 0 0 0	0 0 0 0	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5	10 0 0 10	15 0 0 15	0 0 0 0	15 0 0 15		No
00	R33	**Small Area Paving** **Various locations**	06 07	P		C P T	PE/CE RW CN Total	1/2023 6/2023		0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	50 0 600 650	50 0 600 650	50 0 600 650	0 0 0 0	50 0 600 650	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	50 0 600 650	0 0 0 0	50 0 600 650		No
16	R34	**Birch Bay Lynden Rd, Rathbone to Lynden** **21580 from MP 9.95 to MP 11.45** Pavement Rehabilitation	06 07	P	1.5	C P T	PE/CE RW CN Total	1/2023 6/2025		0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	115 0 900 1,015	115 0 900 1,015	5 0 0 5	0 0 0 0	5 0 0 5	10 0 0 10	0 0 0 0	10 0 0 10	100 0 900 1,000	0 0 0 0	100 0 900 1,000	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	115 0 900 1,015	0 0 0 0	115 0 900 1,015		No
16	R35	**Northshore Road, Bellingham City Limits to Y Rd** **47051 From MP 0.00 to MP 2.87** Roadway surface, spot safety and stormwater improvements	06 07 12 13	P	2.87	C P T	PE/CE RW CN Total	1/2026					0 0 0 0	0 0 0 0	10 0 0 10	10 0 0 10	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	10 0 0 10	5 0 0 5	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	5 0 0 5	0 0 0 0	10 0 0 10	0 0 0 0	10 0 0 10		Yes
07	R36	**South Pass Road** **66040 from MP 3.50 to MP 3.65** 2020 Flood Damage Repair	06 07	P	0.15	P C T	PE/CE RW CN Total	1/2023 6/2024	ER ER	62 0 318 380	0 0 0 0	0 0 0 0	53 0 22 75	115 0 340 455	40 0 0 40	20 0 0 20	20 0 0 20	75 0 340 415	42 0 318 360	33 0 22 55	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	115 0 340 455	62 0 318 380	53 0 22 75	CE	No
07	R37	**Everson Goshen Road & E. Smith Road** **55230 / 55080** Intersection Improvements	06 07 12	P	0.40	C P T	PE/CE RW CN Total	1/2025		0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	10 0 0 10	10 0 0 10	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5	5 0 0 5	5 0 0 5	0 0 0 0	5 0 0 5	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	10 0 0 10	0 0 0 0	10 0 0 10		Yes

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17	R38	**Birch Bay Drive / Lora Lane Culvert Replc**	03			C	PE/CE	1/2023						30	30	30		30	0		0		0	0		0	0		0	0		0	30	0	30		Yes
		20010 from MP2.68 to MP 2.69	06	P	0.01	P	RW							0	0	0		0	0		0		0	0		0	0		0	0		0	0	0	0		
		Replace large culvert under BB Dr @ Lora Ln	07			T	CN							0	0	0		0	0		0		0	0		0	0		0	0		0	0	0	0		
							Total							0	30	30		30	0		0		0	0		0	0		0	0		0	30	0	30		
07	R39	**Birch Bay Lynden Rd / Kickerville Rd**	06			C	PE/CE	1/2023						260	260	5		5	5		5	100		100	150	150		150	0		0	260	0	260		Yes
		21580 from MP 1.89 to MP 2.09	07	P	0.40	P	RW	1/2025						65	65	0		0	0		0	65		65	0	0		0	0		0	65	0	65	CE	
		21850 from MP 5.43 to MP 5.63	12			T	CN	6/2026	HSIP	940				60	1,000	0		0	0		0	0		0	1,000	1,000	940	60	0		0	1,000	940	60		
		Intersection Improvements					Total			940				385	1,325	5		5	5		5	165		165	1,150	1,150	940	210	0		0	1,325	940	385		
07	R40	**Corridor Intersection Alts Analysis (6 ea)**				C	PE/CE	1/2023						360	360	5		5	355		355			0		0	0		0	0		0	360	0	360		Yes
		BBL/Berthusen; BBL/Enterprise; BBL/Harborview;	06	P	0.40	P	RW							0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
		BB Dr/Harborview; Bay/Kickville; Bay/Vview	12			T	CN							0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
		Intersection Analysis for Improvements					Total			0				360	360	5		5	355		355			0		0	0		0	0		0	360	0	360		
07	R41	**Corridor Intersection Alts Analysis (3 ea)**				C	PE/CE	1/2023						185	185	5		5	180		180			0		0	0		0	0		0	185	0	185		Yes
		Hann/Hemmi; Hann/VanWyck; Noon/VanWyck	06	P	0.20	P	RW			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
		Intersection Analysis for Improvements	12			T	CN			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
							Total			0				185	185	5		5	180		180			0		0	0		0	0		0	185	0	185		
09	R42	**Deer Trail Slide Damage Repair**				C	PE/CE	1/2023						30	30	30		30	0		0		0	0		0	0		0	0		0	30	0	30		Yes
		25350 from MP .035 to MP .091	03	S	0.06	P	RW			0				0	0	0		0	0		0		0	0		0	0		0	0		0	0	0	0		
		Repair 2021 slide damage	06			T	CN	1/2023		0				100	100	100		100	0		0		0	0		0	0		0	0		0	100	0	100		
							Total			0				130	130	130		130	0		0		0	0		0	0		0	0		0	130	0	130		
07	R43	**Portal Way, BirchBayLynden Rd to Blaine C/L**				T																															Yes
		30410 from MP 5.58 to MP 9.31	03	P	3.73	C	PE/CE	1/2023		0				15	15	5		5	10		10			0		0	0		0	0		0	15	0	15		
		Reconstruction	06			P	RW			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
						W	CN			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
						S	Total			0				15	15	5		5	10		10			0		0	0		0	0		0	15	0	15		

Bridge and Fish Passage Capital Construction

16	B1	**Marine Drive/Little Squalicum Bridge No.1**					PE/CE	1/2026						20	20	0		0	0		0			0		20	20		20	0		0	20	0	20	CE	Yes
		12790 From MP 5.24 to 5.34	10	P	0.10		RW			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
		Rehabilitation					CN			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
							Total			0				20	20	0		0	0		0			0		20	20		20	0		0	20	0	20		
07	B2	**Birch Bay Lynden Rd / California Creek**	05			P	PE/CE	1/2023	ER	476				74	550	400	346	54	150	130	20			0		0	0		0	0		0	550	476	74		
		21580 from MP 2.65 to MP 2.70	06	S	0.05	T	RW			0				40	40	20		20	20		20			0		0	0		0	0		0	40	0	40		
		Culvert Replacement	07			C	CN			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
						W	Total			476				114	590	420	346	74	170	130	40			0		0	0		0	0		0	590	476	114		
18	B3	**Jackson Road/Terrell Creek/Bridge No. 81**				P																															
		21950 From MP 0.00 to MP 0.10	09	P	0.10	T	PE/CE	1/2022	BR	130				470	600	350	65	285	250	65	185			0		0	0		0	0		0	600	130	470		
		Replacement				C	RW	1/2022		0				100	100	50	0	50	50	0	50			0		0	0		0	0		0	100	0	100		No
						W	CN			0				0	0	0	0	0	0	0	0			0		0	0		0	0		0	0	0	0		
							Total			130				570	700	400	65	335	300	65	235			0		0	0		0	0		0	700	130	570		
08	B4	**Mosquito Lk Rd/Porter Crk/Bridge No. 141**				T																															No
		84190 From MP 9.55 to MP 9.65	09	P	0.10	C	PE/CE	1/2026		0				5	5	0		0	0		0			0		5	0		5	0		5	5	0	5		
		Replacement				P	RW			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
							CN			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
							Total			0				5	5	0		0	0		0			0		5	0		5	0		5	5	0	5		
08	B5	**North Lake Samish Road/Bridge No. 107**				P																													CE	Yes
		44170 From MP 0.01 to MP 0.11	09	S	0.10	C	PE/CE	1/2022	BR	541				84	625	425	368	57	200	173	27			0		0	0		0	0		0	625	541	84		
		Replacement				T	RW	1/2022		0				0	0	0	0	0	0	0	0			0		0	0		0	0		0	0	0	0		
						G	CN	1/2023	BR	7,872				1,228	9,100	7,000	6,055	945	2,100	1,817	283			0		0	0		0	0		0	9,100	7,872	1,228		
							Total			8,413				1,312	9,725	7,425	6,423	1,002	2,300	1,990	310			0		0	0		0	0		0	9,725	8,413	1,312		
08	B6	**Goshen Road/Anderson Crk/Bridge No. 248**				P	PE/CE	1/2022	BR	480				70	550	200	200	0	350	280	70			0		0	0		0	0		0	550	480	70		Yes
		56140 From MP 0.56 to MP 0.76	09	S	0.10	T	RW	1/2022		0				40	40	40	0	40	0	0	0			0		0	0		0	0		0	40	0	40	CE	
		Replacement					CN	1/2024	BR	2,400				600	3,000	0	0	0	3,000	2,400	600			0		0	0		0	0		0	3,000	2,400	600		
							Total			2,880				710	3,590	240	200	40	3,350	2,680	670			0		0	0		0	0		0	3,590	2,880	710		
09	B7	**Martin Rd/Anderson Crk/Bridge No. 250**					PE/CE	1/2026		0				5	5	0		0	0		0			0		5	0		5	0		5	5	0	5		No
		56340 From MP 0.20 to 0.21	09	P	0.10		RW			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
		Replacement					CN			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
							Total			0				5	5	0		0	0		0			0		5	0		5	0		5	5	0	5		
07	B8	**Loomis Trail Rd/Bertrand Crk Trib Brdg No. 497**					PE/CE	1/2025		0				5	5	0		0	0		0			0		5	5		5	0		0	5	0	5		No
		26502 From MP 3.84 to 3.94	09	P	0.10		RW			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
		Scour Mitigation					CN			0				0	0	0		0	0		0			0		0	0		0	0		0	0	0	0		
							Total			0				5	5	0		0	0		0			0		5	5		5	0		0	5	0	5		

Agency: Whatcom County
County No. 37 Co.Name: Whatcom Co.
City No: 0000 MPO/RPO: NON/WCCG

Exhibit "A"
Six Year Transportation Improvement Program
2023-2028

Hearing 9/27/2022
Adoption:9/27/2022
Resolution: 2022-xxx

PROJECT COSTS IN *THOUSANDS* OF DOLLARS

FUNC. CLASS	TIP PROJECT NO.	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	FUNDING SOURCE INFORMATION									EXPENDITURE SCHEDULE																FEDERALLY FUNDED PROJECTS ONLY		
							PROJECT PHASE	MONTH / YEAR PHASE STARTS	FEDERAL FUNDS: FEDERAL FUND CODE	FEDERAL FUNDS: FEDERAL COST BY PHASE	STATE FUNDS: STATE FUND CODE	STATE FUNDS: STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL	YEAR 1 2023	Grant	Local	YEAR 2 2024	Grant	Local	YEAR 3 2025	Grant	Local	Years 4th Thru 6th	YEAR 4 2026	Grant	Local	YEAR 5 2027	Grant	Local	YEAR 6 2028	TOTAL 2023-2028	Grant Total 2023-2028	Local Total 2023-2028	ENVIRON-MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR
09	B9	**Flynn Road/Fishtrap Creek Bridge No. 51** **31630 From MP 0.55 to 0.56** Replacement	09	P	0.10		PE/CE	1/2025					0	5	5	0	0	0	0	0	0	0	0	0	5	5	0	5	0	0	0	0	5	0	5		Yes
							RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							CN						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							Total						0	5	5	0	0	0	0	0	0	0	0	0	5	5	0	5	0	0	0	0	5	0	5		
09	B10	**Salakanum Wy/Anderson Crk Brdg No. 509** **56050 from MP 0.4 to MP 0.5** Replacement	09	P	0.10		PE/CE	1/2025					0	5	5	0	0	0	0	0	0	0	0	0	5	5	0	5	0	0	0	0	5	0	5		Yes
							RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							CN						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							Total						0	5	5	0	0	0	0	0	0	0	0	0	5	5	0	5	0	0	0	0	5	0	5		
09	B11	**North Fork Road/Kenney Creek** **89510 from MP 1.0 to 1.10** Fish Passage	06 08	S	0.10	P C T	PE/CE	1/2022			FBRB	425	0	75	500	500	425	75	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500	425	75	CE	Yes
							RW	1/2022					0	50	50	50	0	50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	0	50		
							CN	1/2023			FBRB	2550	0	450	3,000	3,000	2,550	450	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	2,550	450		
							Total					2975	0	575	3,550	3,550	2,975	575	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,550	2,975	575		
09	B12	**Deal Road** **89300 from MP 0.0 to 0.10** Fish Passage	03 06	P		P C T	PE/CE	1/2022					0	75	75	75	0	75	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	75	0	75		
							RW	1/2022					0	20	20	20	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	20		
							CN						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							Total						0	95	95	95	0	95	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	95	0	95		
09	B13	**Fox Road/California Creek** **22920 at MP 1.07 to 1.17** Fish Passage	03 06	P	0.10		PE/CE	1/2023					0	500	500	250	0	250	150	0	150	100	0	100	0	0	0	0	0	0	0	0	0	500	0	500		Yes
							RW	1/2023					0	25	25	5	0	5	10	0	10	10	0	10	0	0	0	0	0	0	0	0	0	25	0	25		
							CN						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							Total						0	525	525	255	0	255	160	0	160	110	0	110	0	0	0	0	0	0	0	0	0	525	0	525		
09	B14	**Nulle Road/Friday Creek Bridge No. 106** **41830 at MP 0.15 to 0.25** Rehabilitation	03 06	P	0.10		PE/CE	1/2022					0	100	100	100	0	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100	0	100		
							RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							CN	2/2023					0	600	600	600	0	600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	600	0	600		
							Total						0	700	700	700	0	700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	700	0	700		

Ferry Capital Construction

00	F1	**Replacement of Whatcom Chief & Terminal Modification** New Ferry and Terminal Modifications	06	P			PE/CE	1/2022					2,166	542	2,708	1,021	817	204	729	583	146	613	490	123	345	345	276	69	0	0	0	0	2,708	2,166	542		No
							RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							CN	1/2024					37,378	9,343	46,721	415	332	83	12,051	9,641	2,410	18,692	14,954	3,738	15,563	10,831	8,665	2,166	4,732	3,786	946	0	46,721	37,378	9,343		
							Total						39,544	9,885	49,429	1,436	1,149	287	12,780	10,224	2,556	19,305	15,444	3,861	15,908	11,176	8,941	2,235	4,732	3,786	946	0	49,429	39,544	9,885		
00	F2	**Relocation of Gooseberry Terminal**	06	P			PE/CE	1/2022					0	150	150	50	0	50	50	0	50	50	0	50	0	0	0	0	0	0	0	0	150	0	150		Yes
							RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							CN						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							Total						0	150	150	50	0	50	50	0	50	50	0	50	0	0	0	0	0	0	0	0	150	0	150		

Yearly Capital Construction

00	Y1	**Various Bridges Rehabilitation/Replacement** As prioritized	09 10	S			PE/CE	1/2023					0	300	300	50	0	50	50	0	50	50	0	50	150	50	0	50	50	0	50	50	300	0	300		Yes
							RW						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
							CN	1/2023					0	1,500	1,500	250	0	250	250	0	250	250	0	250	750	250	0	250	250	0	250	250	1,500	0	1,500		
							Total						0	1,800	1,800	300	0	300	300	0	300	300	0	300	900	300	0	300	300	0	300	300	1,800	0	1,800		

Agency: Whatcom County
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Exhibit "A"
Six Year Transportation Improvement Program
2023-2028

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Adoption:9/27/2022
Resolution: 2022-xxx

PROJECT COSTS IN *THOUSANDS* OF DOLLARS

FUNC. CLASS	TIP PROJECT NO.	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT PHASE	FUNDING SOURCE INFORMATION: MONTH / YEAR PHASE STARTS	FEDERAL FUNDS: FEDERAL FUND CODE	FEDERAL FUNDS: FEDERAL COST BY PHASE	STATE FUNDS: STATE FUND CODE	STATE FUNDS: STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL	EXPENDITURE SCHEDULE: YEAR 1 2023	Grant	Local	YEAR 2 2024	Grant	Local	YEAR 3 2025	Grant	Local	Years 4th Thru 6th	YEAR 4 2026	Grant	Local	YEAR 5 2027	Grant	Local	YEAR 6 2028	TOTAL 2023-2028	Grant Total 2023-2028	Local Total 2023-2028	FEDERALLY FUNDED PROJECTS ONLY: ENVIRON-MENTAL TYPE	RW REQ? Y/N DATE COMPLETE MONTH / YEAR
00	Y2	**Right of Way Acquisition** Various locations		S			PE/CE RW CN Total	 1/2023 					0 0 0 0	0 150 0 150	0 150 0 150	0 50 0 50	0 0 0 0	0 50 0 50	0 20 0 20	0 0 0 0	0 20 0 20	0 20 0 20	0 0 0 0	0 20 0 20	0 60 0 60	0 20 0 20	0 0 0 0	0 20 0 20	0 20 0 20	0 0 0 0	0 20 0 20	0 20 0 20	0 150 0 150	0 0 0 0	0 150 0 150		Yes
00	Y3	**Unanticipated Site Improvements** As prioritized	06 07 12	S			PE/CE RW CN Total	1/2023 1/2023 					0 0 0 0	180 0 1,620 1,800	180 0 1,620 1,800	30 0 270 300	0 0 0 0	30 0 270 300	30 0 270 300	0 0 0 0	30 0 270 300	30 0 270 300	0 0 0 0	30 0 270 300	90 0 810 900	30 0 270 300	0 0 0 0	30 0 270 300	30 0 270 300	0 0 0 0	30 0 270 300	30 0 270 300	180 0 1,620 1,800	0 0 0 0	180 0 1,620 1,800		
00	Y4	**Unanticipated Stormwater Quality Improvements** Various locations	06 13	S			PE/CE RW CN Total	1/2023 1/2023 					0 0 0 0	120 0 600 720	120 0 600 720	20 0 100 120	0 0 0 0	20 0 100 120	20 0 100 120	0 0 0 0	20 0 100 120	20 0 100 120	0 0 0 0	20 0 100 120	60 0 300 360	20 0 100 120	0 0 0 0	20 0 100 120	20 0 100 120	0 0 0 0	20 0 100 120	20 0 100 120	120 0 600 720	0 0 0 0	120 0 600 720		
00	Y5	**Unanticipated Non-motorized Transportation Improv** Various locations	06 12 32	P			PE/CE RW CN Total	1/2023 1/2023 					0 0 0 0	45 0 225 270	45 0 225 270	20 0 150 170	0 0 0 0	20 0 150 170	5 0 15 20	0 0 0 0	5 0 15 20	5 0 15 20	0 0 0 0	5 0 15 20	15 0 45 60	5 0 15 20	0 0 0 0	5 0 15 20	5 0 15 20	0 0 0 0	5 0 15 20	5 0 15 20	45 0 225 270	0 0 0 0	45 0 225 270		
00	Y6	**Fish Passage Project** Various locations	06 13	P			PE/CE RW CN Total	1/2023 					0 0 0 0	300 0 0 300	300 0 0 300	50 0 0 50	0 0 0 0	50 0 0 50	50 0 0 50	0 0 0 0	50 0 0 50	50 0 0 50	0 0 0 0	50 0 0 50	150 0 0 150	50 0 0 50	0 0 0 0	50 0 0 50	50 0 0 50	0 0 0 0	50 0 0 50	50 0 0 50	300 0 0 300	0 0 0 0	300 0 0 300		
00	Y7	**Swift Creek Transportation Impacts** Various projects related to Sumas Mountain/Swift Creek Slide	06 12	S			PE/CE RW CN Total	1/2023 1/2023 					0 0 0 0	60 0 340 400	60 0 340 400	10 0 90 100	0 0 0 0	10 0 90 100	10 0 50 60	0 0 0 0	10 0 50 60	10 0 50 60	0 0 0 0	10 0 50 60	30 0 150 180	10 0 50 60	0 0 0 0	10 0 50 60	10 0 50 60	0 0 0 0	10 0 50 60	10 0 50 60	60 0 340 400	0 0 0 0	60 0 340 400		
00	Y8	**Railroad Crossing Improvements** Various locations	12 07	P			PE/CE RW CN Total	1/2023 1/2023 					0 0 0 0	70 0 230 300	70 0 230 300	50 0 150 200	0 0 0 0	50 0 150 200	5 0 15 20	0 0 0 0	5 0 15 20	5 0 15 20	0 0 0 0	5 0 15 20	10 0 50 60	5 0 15 20	0 0 0 0	5 0 15 20	5 0 15 20	0 0 0 0	5 0 15 20	0 0 20 20	70 0 230 300	0 0 0 0	70 0 230 300		
00	Y9	**Beam Guardrail Replacements/Upgrades** Various locations Upgrades/Replacements		P			PE/CE RW CN Total	1/2023 1/2023 					0 0 0 0	300 0 900 1,200	300 0 900 1,200	50 0 300 350	0 0 0 0	50 0 300 350	50 0 0 50	0 0 0 0	50 0 0 50	50 0 300 350	0 0 0 0	50 0 300 350	150 0 300 450	50 0 0 50	0 0 0 0	50 0 0 50	50 0 300 350	0 0 0 0	50 0 300 350	50 0 0 50	300 0 900 1,200	0 0 0 0	300 0 900 1,200		
00	Y10	**ADA Barrier Removal** ADA Transition Plan Priorities Multiple locations	06 12 32	P			PE/CE RW CN Total	1/2023 1/2023 					0 0 0 0	300 0 900 1,200	300 0 900 1,200	50 0 150 200	0 0 0 0	50 0 150 200	50 0 150 200	0 0 0 0	50 0 150 200	50 0 150 200	0 0 0 0	50 0 150 200	150 0 450 600	50 0 150 200	0 0 0 0	50 0 150 200	50 0 150 200	0 0 0 0	50 0 150 200	50 0 150 200	300 0 900 1,200	0 0 0 0	300 0 900 1,200		

PE/CE		4,305	438	0	9,275	14,018	6,066	2,520	3,546	4,399	1,457	2,942	1,688	490	1,198	1,865	1270	276	994	320	0	320	275	14,018	4,743	9,275		
RW		0	0	0	1,845	1,845	980	0	980	250	0	250	555	0	555	60	20	0	20	20	0	20	20	1,845	0	1,845		
CN		55,159	3,227	0	38,445	96,831	21,980	11,187	10,793	29,291	17,377	11,914	22,942	15,631	7,311	22,618	15,881	10,405	5,476	5,882	3,786	2,096	855	96,831	58,386	38,445		
Total		59,464	3,665	0	49,565	112,694	29,026	13,707	15,319	33,940	18,834	15,106	25,185	16,121	9,064	24,543	17,171	10,681	6,490	6,222	3,786	2,436	1,150	112,694	63,129	49,565		

EXHIBIT "B"



WHATCOM COUNTY
2023-2036 FOURTEEN-YEAR
FERRY CAPITAL PROGRAM

Overview

This program provides a blueprint for the effective, efficient, and continuing operation of the Whatcom County Ferry System within existing financial constraints. Capital improvements are scheduled based on many years of experience operating and maintaining the system while complying with applicable regulations.

Inevitably, priorities and available funds for the ferry system will change over the fourteen years projected in this program. Therefore, the program intends to be a guide indicating long-range improvements and anticipated revenues and expenditures. Strict adherence is not required.

Enacted in 1975, Revised Code of Washington **(RCW) 36.54.015** states "The legislative authority of every county operating ferries shall prepare, with the advice and assistance of the county engineer, a fourteen-year long-range capital improvement plan embracing all major elements of the ferry system. Such plan shall include a listing of each major element of the system showing its estimated current value, its estimated replacement cost, and its amortization period."

Table 1: Ferry System Current and Replacement Values – meets applicable requirements, showing the current value, replacement cost, and amortization periods for the vessels and facilities. The current value of the M/V Whatcom Chief is the insured value, the closest approximation of true worth. The facilities' current value is book value; original cost less depreciation plus depreciated improvements.

RCW 36.81.121 (1) states "…the legislative authority of each county, after one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years….and for those counties operating ferries shall also include a separate section showing proposed capital expenditures for ferries, docks, and related facilities. Copies of the program shall be filed with the county road administration board and the secretary of transportation not more than thirty days after its adoption by the legislative authority…" Subsection (2) requires expanded information on how a county will spend all its money on the various facets of the transportation program. This RCW Section was enacted in 1961. The capital expenditure portion of Subsection (1) is satisfied by:

Table 2: Projected Revenues defines the known and/or anticipated sources of operating and capital project funding for the 14-Year Plan.

Table 3: Projected Expenditures include all other expenditures on the system that meet Subsection (2) requirements. Operational expenditures are delineated between the vessel and non-vessel costs. U.S. Coast Guard regulations currently require the ferries to be dry-docked every two years, however, to extend the life, improve reliability, and protect our capital investment Whatcom County schedules dry-docking or an a out-of-service maintenance every year for its vessel. The terminal structures are inspected regularly as required by the National Bridge Inspection Standards administered through the Washington State Department of Transportation. The inspection report helps identify and schedule major maintenance and replacement of these facilities.

This RCW section also provides the reporting requirement and timing of program submission, as well as establishing the annual update requirement.

Additionally, the Federal Highway Administration requires all agencies within a Metropolitan Planning Organization to develop and annually update the long-range Transportation Improvement Plans and their Biennial Element. Whatcom County updates this 14-Year plan each year and incorporates the results into the Six-Year Transportation Improvement Program.

Level-of-Service

On July 24, 2018, the Whatcom County Council passed resolution #2018-026. This resolution established a level of service for the Lummi Island Ferry System. Also, the resolution enacts an action plan to achieve the recommended improvements including:

1. Vessel

A. Balancing capacity against operating costs (fuel, personnel, etc.) to ensure affordable fares over the long run, including needs-based fares, while optimizing vehicle demand, deck space, and trip frequency to minimize wait times, the design of a 34 car vessel is in the 2023-2028 Six-Year Transportation Improvement Program. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board.
B. The design of the vessel shall accommodate all walk-on passengers during typical peak times, accommodate legal loads of vehicles per Washington State Commercial Vehicle Guide and comply with U.S. Coast Guard safety standards and the Americans with Disabilities Act.
C. To approach the goal of a carbon-neutral vessel and provide flexibility for future electric conversion and reliability, the design of the vessel shall be a hybrid diesel-electric.

2. Terminals

A. The design of the marine structure modifications to the Gooseberry Point terminal and Lummi Island terminal to accommodate the new vessel are included in the 2023-2028 Six-Year Transportation Improvement Program and take into consideration the plan, listed 2E-2H below, to move the Gooseberry terminal at a future date. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board and the construction of the new vessel.
B. In addition to the modifications to accommodate a new vessel, improvements to the Lummi Island terminal shall include: reconfigure the queuing lanes, install ADA restrooms, and improve bicycle and pedestrian loading by locating the queuing area as close to the vessel as possible to reduce the time required to load onto the ferry.
C. Implement remote ferry queue monitoring.
D. Implement self-service ticketing.
E. Whatcom County will initiate an intergovernmental agreement with the Lummi Nation to confirm the location of the Gooseberry Point Terminal as shown on the 2015 Lummi Nation TIGER grant application. Upon the finalization of the agreement, Whatcom County Public Works shall initiate the environmental review and permitting process for the Gooseberry Point terminal relocation.
F. Construction of the new Gooseberry Point terminal relocation is to be accomplished before the end of the Uplands Lease Agreement with the Lummi Nation (October 2046). The design shall include dual lane loading and improve bicycle and pedestrian loading by locating the queuing area as close to the vessel as possible to reduce the time required to load onto the ferry.

G. Whatcom County shall coordinate the Gooseberry Point terminal relocation with the Lummi Nation's permitting, funding, and construction of the future Fisherman's Cove Improvements.
H. As property becomes available, Whatcom County shall purchase lands adjacent and near the new location of the Gooseberry Point terminal. The property will be utilized for off-street queuing, parking, and passenger amenities.
I. All infrastructures shall be designed to accommodate the 100-year sea-level rise prediction by NOAA.

3. Operations

A. A Whatcom County ferry district may be created to increase grant opportunities. This district shall be funded by a seasonal surcharge on single cash fares for the capitalization of future vessels.
B. The long-term improvements shall be phased over time to allow for a complete funding portfolio to leverage a variety of funding sources and mechanisms.

4. New Vessel and Terminal Improvements Progress Updates

A. Whatcom County Council passes resolution #2021-011 giving direction to Whatcom County Public Works to pursue funding through the BUILD (RAISE) grant program. The Council recognizes the formation of a ferry district is no longer the best option.
B. Lummi Island Ferry Advisory Committee unanimously recommends to the Whatcom County Council a $1.00 per trip surcharge to go towards the new vessel and terminal improvements cost. Council adopts the recommendation as ordinance #2021-012.
C. 2022 Lummi Nation Planning Commission reviews previous study for relocation of Gooseberry Point terminal, begins internal discussion.
D. Washington State passes the Capital Projects Budget Supplement "Move Ahead WA"; including $5.3M in Transportation Appropriation for the new ferry and terminal improvements.
E. County Road Administration Board unanimously recommends a $10M grant program for the project ($500k for 20 years); Recommendation goes to the WA State legislature for 2023 approval.
F. August 2022 US DOT awards Whatcom County $25M through the RAISE grant program for the new vessel and terminal improvements.
G. Whatcom County Public Works negotiates a scope of work with PSE for an infrastructure study to determine alternatives to provide power for new vessel.

Minor Maintenance

General minor maintenance is continual on the ferry, terminals, aprons, approaches, and waiting facilities. The costs and extent of the work is unpredictable, and frequently problems must be repaired immediately upon detection. Routine maintenance such as building painting and roof cleaning is more predictable and scheduled in advance.

History of the Ferry System

The ferry system is the only public transportation link for the majority of Lummi Island residents and vehicles to the mainland at Gooseberry Point. In the event of an emergency ferry outage or mechanical failure, the County has contracted pedestrian-only ferry services while the vessel is being repaired.

Following is a brief chronology outlining the history of the Whatcom County Ferry System.

GP denotes work occurred at the Gooseberry Point Terminal
LI denotes work occurred at the Lummi Island Terminal

1926 Lummi Shore Road from Bellingham was completed and a ferry, the Central, owned by Whatcom County and large enough to hold six small Model-T Fords started making scheduled runs between Lummi Island and Gooseberry Point.
1929 The slightly larger Chief Kwina replaces the Central.
1950 Gooseberry Point terminal built (**GP**)
1962 The M/V Whatcom Chief begins service
1977 Lummi Island terminal is relocated (**LI**)
1981 New transfer span and tower superstructure installed (**LI**)
1982 Approach span trestle refurbished (**GP**)
1986 Transfer span, tower structures, and marine structures replaced (**GP**)
1993 South inner and mid-ship timber dolphins replaced/installed (**LI**)
1999 Emergency South outer dolphin and breakwater repair (**LI**)
1999 Electrical feeder replacement (**GP**)
2001 Major maintenance on both terminals including painting, new aprons, electrical work, new hydraulics, tower bolt replacement (**LI** and **GP**)
2002 20-Year Plan Phase 1 Process and report completed
2005 South outer timber dolphin replaced with steel structure (**LI**)
Major Status Report on the Ferry System
2006 Emergency bearing seat pedestal replacement (**LI**)
Parking lot improvements (**LI**)
Major corrosion repair to vessel hull
Completed design package for a 35-car replacement vessel
Completed design package for urgent electrical/structural terminal repairs
First Rate Increase in 5 years
2007 Bridge bearings replaced (**LI**)
Electrical repairs (**LI** and **GP**)
2008 Two North timber dolphins replaced with steel doughnut dolphins designed for larger 35-car ferry boat design (**LI**)
Counterweight sheaves replaced (**GP** and **LI**)
Rate increase
2009 Emergency North wingwall replacement (**LI**)
Traffic Gates Installed (**LI** and **GP**)
Rate adjustment
2010 Emergency South wingwall replacement (**LI**)
2011 New live load hangers and pins installed (**GP**)
2013 Steel apron flaps replaced with rubber-coated flaps (**LI**)
Timber wingwalls replaced with steel structures (**GP**)
Terminal remote control system installed, electrical and hydraulic equipment updates (**LI**)

2014 Terminal remote control system installed (**GP**)
All four timber dolphins replaced with steel structures (**GP**)

2015 Steel apron flaps replaced with rubber-coated flaps (**GP**)
Emergency temporary repair to outer timber dolphin (**LI**)
Rate adjustment

2017 Electrical system overhaul (**GP**)

2018 Structural steel repair work including new lifting beam, new live load hangars, and replacement of corroded high-strength bolts and diagonal bracing **(GP)**
Structural steel repair work including replacement of corroded high-strength bolts and diagonal bracing **(LI)**

2019 Commenced public outreach and preliminary vessel and terminal designs
Completed Lummi Island Preservation Project which included application of new paint system on transfer span, tower assemblies and apron **(LI)**

2020 COVID 19 significantly impacted operations resulting in lost revenue, reduced ridership, and conversion to cashless fares to mitigate risk
Completed propulsion study for new vessel
Applied for federal Build Grant and state Consolidated Grant Program
Whatcom County obtained approval from USCG to modify the annual dry-docking schedule with a dockside maintenance substitution. This will be continued for future dry dockings when eligible.
Terminal structural improvements and full paint job (**LI**)

2021 Completed the Gooseberry Point Terminal Preservation Project which included application of new paint system on transfer span, tower assemblies and apron **(GP)**

2022 Replaced existing southerly timber breakwater with new steel breakwater at the Lummi Island Terminal **(LI)**

Table 1

FERRY SYSTEM CURRENT AND REPLACEMENT VALUES - 2022

VESSELS

Current Statistics	*M/V Whatcom Chief*		
LENGTH (ft)	94		
BEAM (ft)	44		
DISPLACEMENT (tons)	78		
YEAR BUILT	1962		
CAPACITY -- Passengers	100		
CAPACITY -- Cars	20		
CURRENT INSURED VALUE - 2022	$890,000		
TOTAL CURRENT VALUE - 2022		**$890,000**	
Replacement Statistics			
YEAR	2024		
LENGTH (ft)	184		
BEAM (ft)	54		
DISPLACEMENT (tons)	100		
CAPACITY -- Passengers	150		
CAPACITY -- Cars	34		
REPLACEMENT VALUE[1]	$25,653,000		
TOTAL - REPLACEMENT VALUE			**$25,653,000**

FACILITIES

LOCATION	YEAR BUILT OR REBUILT	AMORTIZATION PERIOD END	SCHEDULED REPLACEMENT /MODIFICATION YEAR	CURRENT BOOK VALUE[4]	ESTIMATED REPLACEMENT COST 2022 $'s [2]
Lummi Island Terminal					
Transfer Span and Dock	1982	2022	2040	$421,345	$11,593,000
Dolphins/Wingwall/Breakwater	1978	2018	2024	$1,648,917	$8,114,000
Upland Facilities	1978	2018	2024	$60,000	$4,637,000
Subtotal - Lummi Island Terminal				**$2,130,262**	**$24,344,000**
Gooseberry Point Terminal					
Transfer Span and Dock	1987	2027	2024-2046	$950,504	$27,242,000
Dolphins/Wingwall[3]	2013, 2014	2053, 2054	2024-2046	$2,945,405	$3,477,000
Upland Facilities				$0	$11,013,000
Retrofit & Electrification[5]					$24,638,000
Subtotal - Gooseberry Point Terminal				**$3,895,909**	**$66,370,000**
TOTAL FACILITIES VALUE				**$6,026,171**	**$90,714,000**
TOTAL VESSEL & FACILITIES VALUE				**$6,916,171**	**$116,367,000**

NOTES:

[1] Cost based on figures from the RAISE Grant Submission

[2] Per 2018 LOS Alternatives Analysis by KPFF Consulting (Costs have been escalated 3% per year and represent a 2022 replacement cost of the full structure, not the retrofit for a new boat.)

[3] Replacement requires relocation. A phased approach to relocation will include modifications to existing facilities prior to completion of the new facility.

[4] Estimated using a 40-year life and straight-line depreciation (including depreciated improvements)

[5] Retrofit & Electrification costs represent the required modification to the facilities to accept a replacement boat, not a full rebuild.

Table 2

Lummi Island Ferry 14-Year Capital Program All $ in 000's Revenues 2023-2029							
Category	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**
Multi-Ride Fares (3)	$1,506	$1,539	$1,573	$1,608	$ 1,644	$1,680	$1,717
Single-Ride Fares (4)	377	385	393	402	411	420	429
(Memo 55% of Operating Cost) (1)	1,883	1,924	1,967	2,010	2,055	2,100	2,147
MVFT Deficit Subsidy	320	326	333	340	346	353	360
County Road Fund Operating Subsidy	1,684	1,721	1,759	1,797	1,837	1,877	1,919
County Road Fund Capital Subsidy	436	108	50	-	-	-	
County Road Fund or Potential Outside Funding		1,342	9,428	1,030	3,363		
Ferry Replacement Fund	200	202	204	206	209	212	215
CRAB Capital Ferry Funding	276	5,025	1,000	1,000	500	500	500
Federal Raise Grant	574	6,153	8,673	8,940	660		
Total Revenues	5,373	16,802	23,413	15,323	8,970	5,043	5,141
Total Expenditures (2)	5,229	16,655	23,263	15,170	8,814	4,884	4,979
Net Unfunded (Funded) (5)	(144)	(147)	(150)	(153)	(156)	(159)	(162)

Lummi Island Ferry 14-Year Capital Program All $ in 000's Revenues 2030-2036							
Category	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**
Multi-Ride Fares (3)	$1,756	$1,795	$1,835	$1,876	$ 1,919	$1,965	$2,009
Single-Ride Fares (4)	439	449	459	469	480	491	502
(Memo 55% of Operating Cost) (1)	2,195	2,244	2,294	2,346	2,398	2,456	2,512
MVFT Deficit Subsidy	368	375	382	390	398	406	414
County Road Fund Operating Subsidy	1,961	2,005	2,049	2,095	2,141	2,192	2,241
County Road Fund Capital Subsidy	-	-	-	-	-	-	-
Outside Funding	-	-	-	-	-	-	-
Ferry Replacement Fund	217	220	222	224	226	228	230
CRAB Capital Ferry Funding	500	500	500	500	500	500	500
Federal RAISE Grant	-	-	-	-	-	-	-
Total Revenues	5,240	5,343	5,447	5,554	5,663	5,782	5,897
Total Expenditures (2)	5,075	5,175	5,275	5,379	5,484	5,599	5,710
Net Unfunded (Funded) (5)	(165)	(169)	(172)	(176)	(179)	(183)	(186)

Note 1: Fare revenue is not calculated on ridership and is instead calculated based on a 55% recovery of expenditures as outlined in farebox recovery legislation. With this collection goal, actual ridership numbers will help determine fare prices.
Note 2: As Shown On Table 2, including capital expenditures.
Note 3: Equal to 80% of Fares
Note 4: Equal to 20% of Fares
Note 5: Unfunded ferry capital is generally covered using road fund revenue. In the case of years 2024 to 2027 various funding mechanisms are being looked at supplement the road fund. A partial debt service that may or may not be needed has been added for years 2028 and beyond.

Table 3

Lummi Island Ferry 14-Year Capital Program All in 000's Table 2 Expenditures 2023-2029 Page 1							
Category	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**
Operating Expenses							
Vessel Operations							
Personnel	1,381	1,409	1,437	1,466	1,495	1,525	1,555
Fuel & Operating Supplies	1,182	1,216	1,252	1,288	1,325	1,364	1,403
Insurance	78	80	83	85	88	90	93
Other Operating Expenses	111	115	120	125	130	135	140
Total Vessel Operations	2,752	2,821	2,891	2,964	3,038	3,114	3,191
Other Operations							
Administration	476	478	481	483	486	488	490
Parking Lots							
Lummi Island	9	9	9	10	10	10	10
Gooseberry Pt.	10	10	10	11	11	11	11
Staging Areas							
Lummi Island	18	19	19	20	20	21	21
Gooseberry Pt.	8	8	8	9	9	9	10
Docks							
Lummi Island	69	70	72	73	75	76	78
Gooseberry Pt.	401	409	417	426	434	443	452
Total Operating Expenses	3,743	3,825	3,908	3,994	4,082	4,172	4,264
Capital Expenditures							
Replacement of Whatcom Chief	415	10,096	13,812	1,331	-	-	-
Terminal Modifications	1,021	2,684	5,493	9,845	4,732		
Relocation of Gooseberry Terminal	50	50	50				
Potential Debt Service to Outside Funding[(1)]						712	715
Total Capital Program Costs	1,486	12,830	19,355	11,176	4,732	712	715
Total Costs	5,229	16,655	23,263	15,170	8,814	4,884	4,979

Note 1: Debt Service was added for 2028 and beyond though it has not yet been determined what funding mechanism will be used.

Table 3 (continued)

Lummi Island Ferry 14-Year Capital Program All in 000's Table 2 Expenditures 2030-2036 Page 2							
Category	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**
Operating Expenses							
Vessel Operations							
Personnel	1,586	1,618	1,650	1,683	1,717	1,751	1,786
Fuel & Operating Supplies	1,443	1,485	1,527	1,571	1,615	1,663	1,712
Insurance	95	98	101	104	107	111	114
Other Operating Expenses	146	152	158	164	171	176	181
Total Vessel Operations	3,271	3,353	3,437	3,523	3,611	3,701	3,794
Other Operations							
Administration	493	495	498	500	503	505	508
Parking Lots							
Lummi Island	10	11	11	11	11	12	12
Gooseberry Pt.	12	12	12	13	13	13	14
Staging Areas							
Lummi Island	22	23	23	24	25	26	26
Gooseberry Pt.	10	10	10	11	11	18	19
Docks							
Lummi Island	79	81	82	84	86	88	89
Gooseberry Pt.	461	470	479	489	499	509	519
Total Operating Expenses	4,358	4,455	4,553	4,655	4,758	4,871	4,980
Capital Expenditures							
Replacement of Whatcom Chief	-	-	-	-	-	-	-
Terminal Modifications							
Relocation of Gooseberry Terminal	-	-	-	-	-	-	-
Debt Service to Outside Funding	717	720	722	724	726	728	730
Total Capital Program Costs	717	720	722	724	726	728	730
Total Costs	5,075	5,175	5,275	5,379	5,484	5,599	5,710
Note 1: Debt Service was added for 2028 and beyond though it has not yet been determined what funding mechanism will be used.							

Marine Drive / Little Squalicum Creek - Bridge No. 1 Rehabilitation
CRP #910017

Construction Funding Year(s):	**TBD**

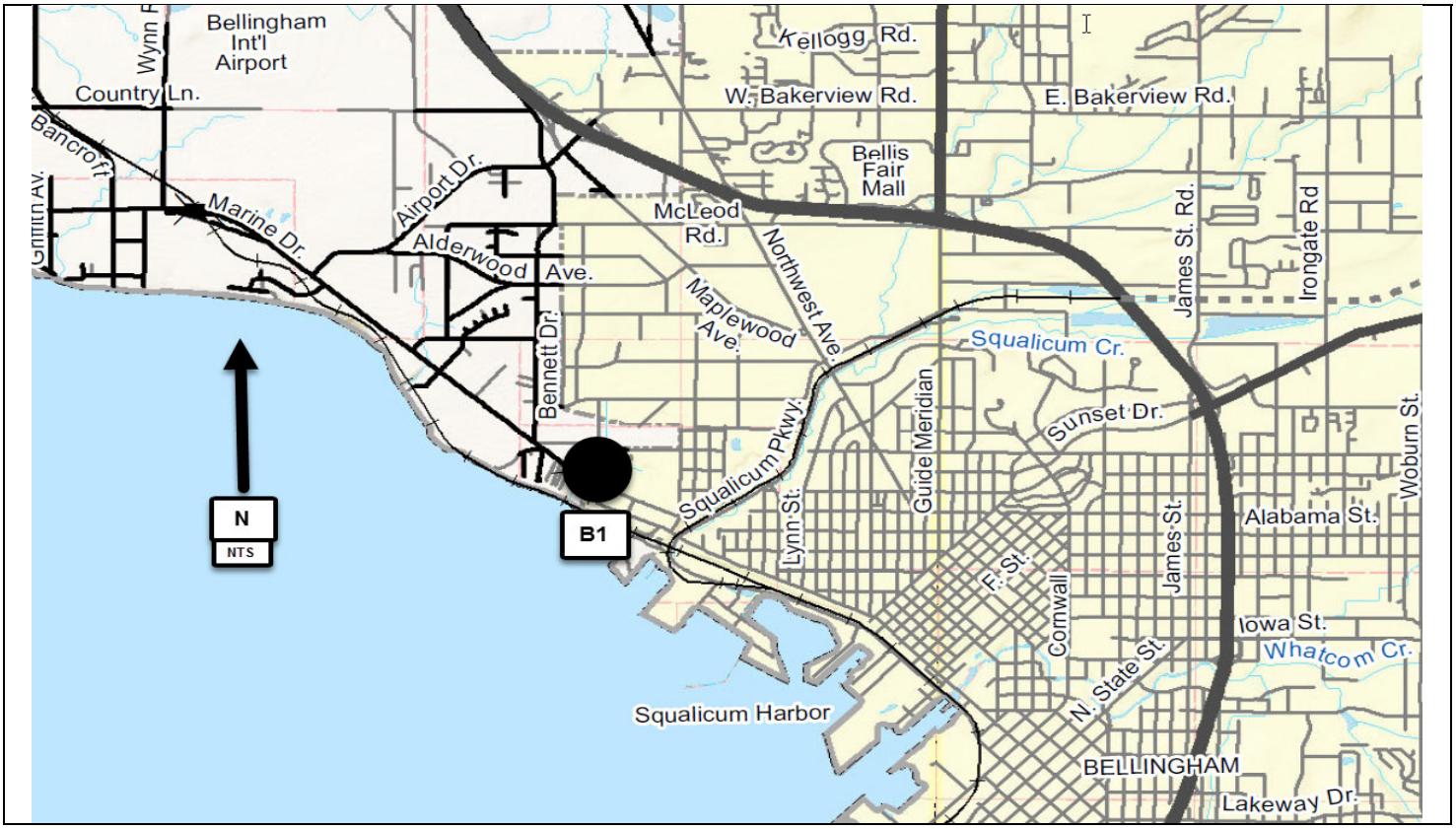
Project Narrative:
This project is located near the Bellingham city limits in Section 8, T38N, R2E. This is a rehabilitation project to replace the bridge deck, strengthen the girders and cross beams and remove the structurally deficient designation on the bridge. The project is listed **#B1** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting work to begin in 2026 .

Total Estimated Project Cost:	**TBD**
Expenditures to Date:	$0

Funding Sources:	
Federal	$0
State	$0
Local	$20,000

Environmental Permitting	HPA, NEPA
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Birch Bay Lynden Road/California Creek Culvert Replacement
CRP #923XXX

Construction Funding Year(s):	**TBD**

Project Narrative:
This project is located near the Birch Bay community near S21&28, T40N, R1E. The existing culvert failed and washed out the roadway during the November 2021 storm events. Temporary culverts were installed under emergency conditions to restore essential traffic while a permanent solution is developed. The temporary and permanent repairs qualify for federal Emergency Relief (ER) grant funding.

The project is listed **#B2** on the 2023-2028 Six Year Transportation Improvement Program.

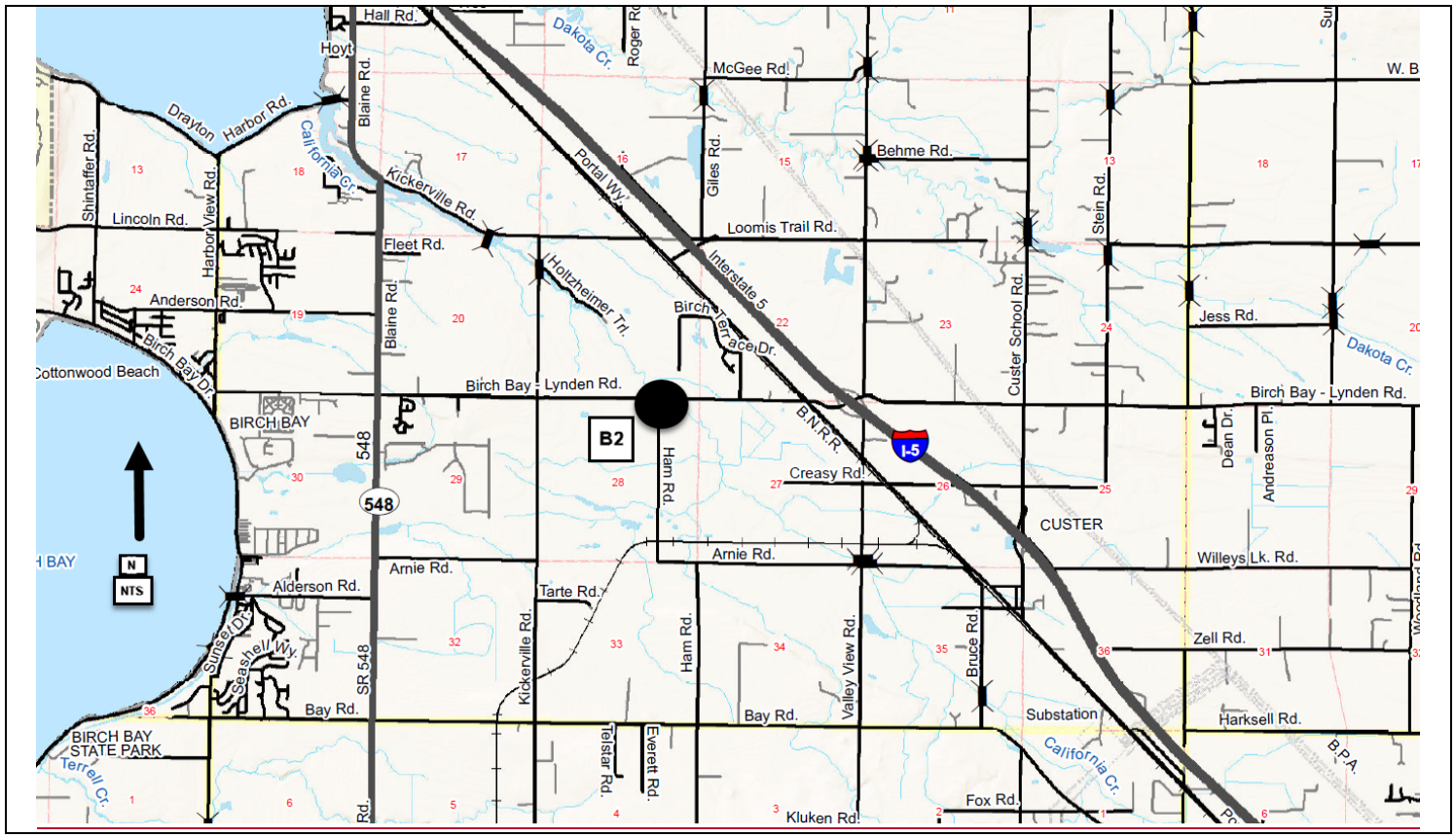
Project Status:
Temporary culverts were installed following the road failure to restore essential traffic. Preliminary design and permitting for the permanent repair is planned to begin in 2023.

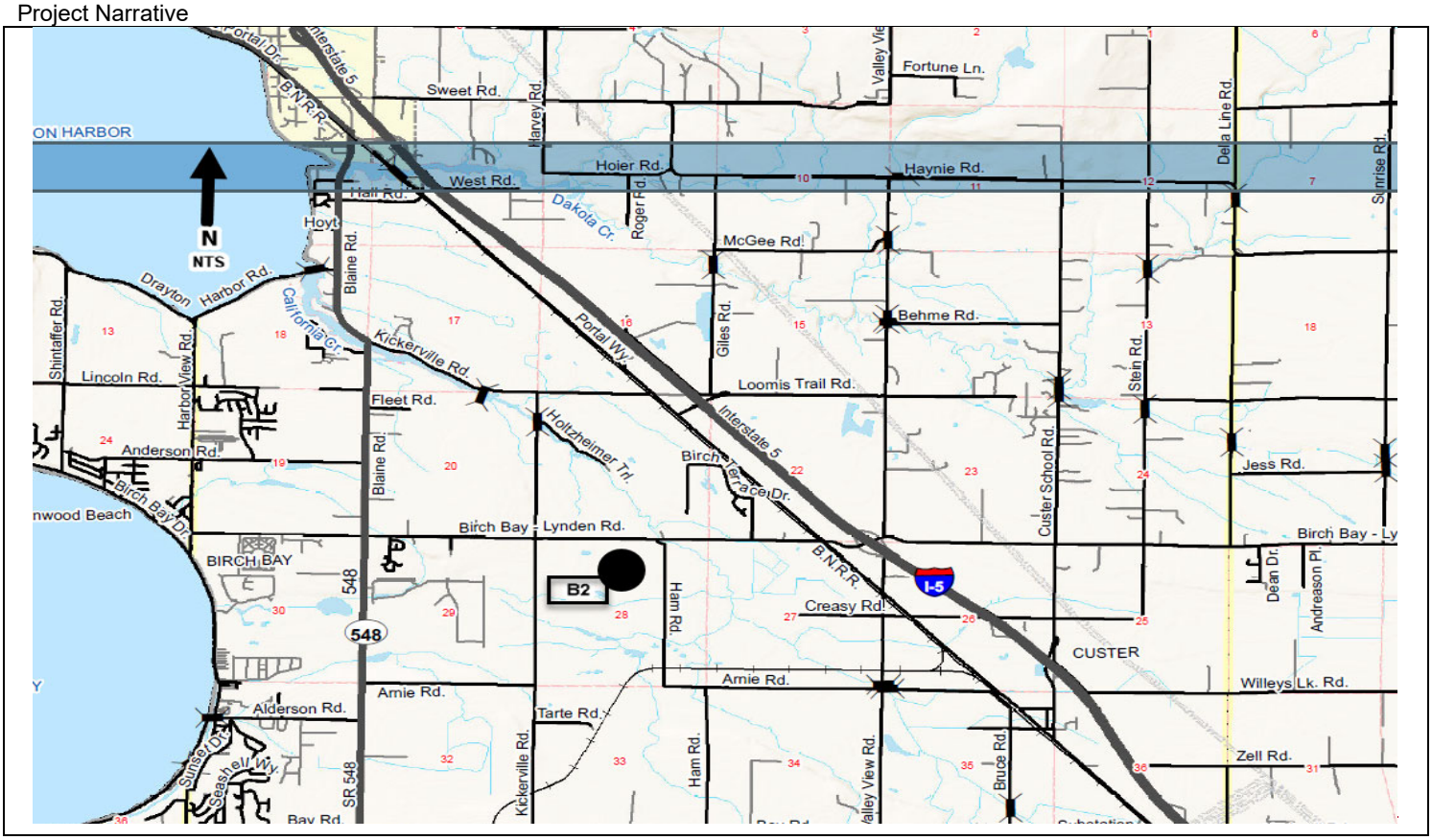
Total Estimated Project Cost: TBD

Expenditures to Date: 0

Funding Sources:	
Federal	$476,000 (ER)
State	$0
Local	$ 114,000

Environmental Permitting	HPA, NEPA, SEPA, USACE, Shorelines
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD




N
NTS
ON HARBOR
Portal Dr.
Interstate 5
B.N.R.R.
Sweet Rd.
Harvey Rd.
Valley Vie
Fortune Ln.
Della Line Rd.
Sunrise Rd.
Hoier Rd.
Haynie Rd.
West Rd.
Hall Rd.
Hoyt
Dakota Cr.
Roger Rd.
McGee Rd.
Behme Rd.
Drayton Harbor Rd.
California Cr.
Blaine Rd.
Kickerville Rd.
Portal Wy.
Giles Rd.
Loomis Trail Rd.
Stein Rd.
Shintaffer Rd.
Lincoln Rd.
Harbor View Rd.
Fleet Rd.
Holtzheimer Trl.
Interstate 5
Birch Terrace Dr.
Custer School Rd.
Jess Rd.
Anderson Rd.
Birch Bay Dr.
nwood Beach
Birch Bay - Lynden Rd.
BIRCH BAY
548
B2
Ham Rd
B.N.R.R.
I-5
Creasy Rd.
Dean Dr.
Andreason Pl.
Birch Bay - Ly
CUSTER
Arnie Rd.
Willeys Lk. Rd.
Alderson Rd.
Tarte Rd.
Sunset Dr.
Seashell Wy.
SR 548
Kickerville Rd.
Ham Rd.
Valley View Rd.
Bruce Rd.
Zell Rd.
Bay Rd.

Jackson Road / Terrell Creek - Bridge No. 81 Replacement
CRP # 917004 (Project Based Budget 390100)

Construction Funding Year(s):	TBD

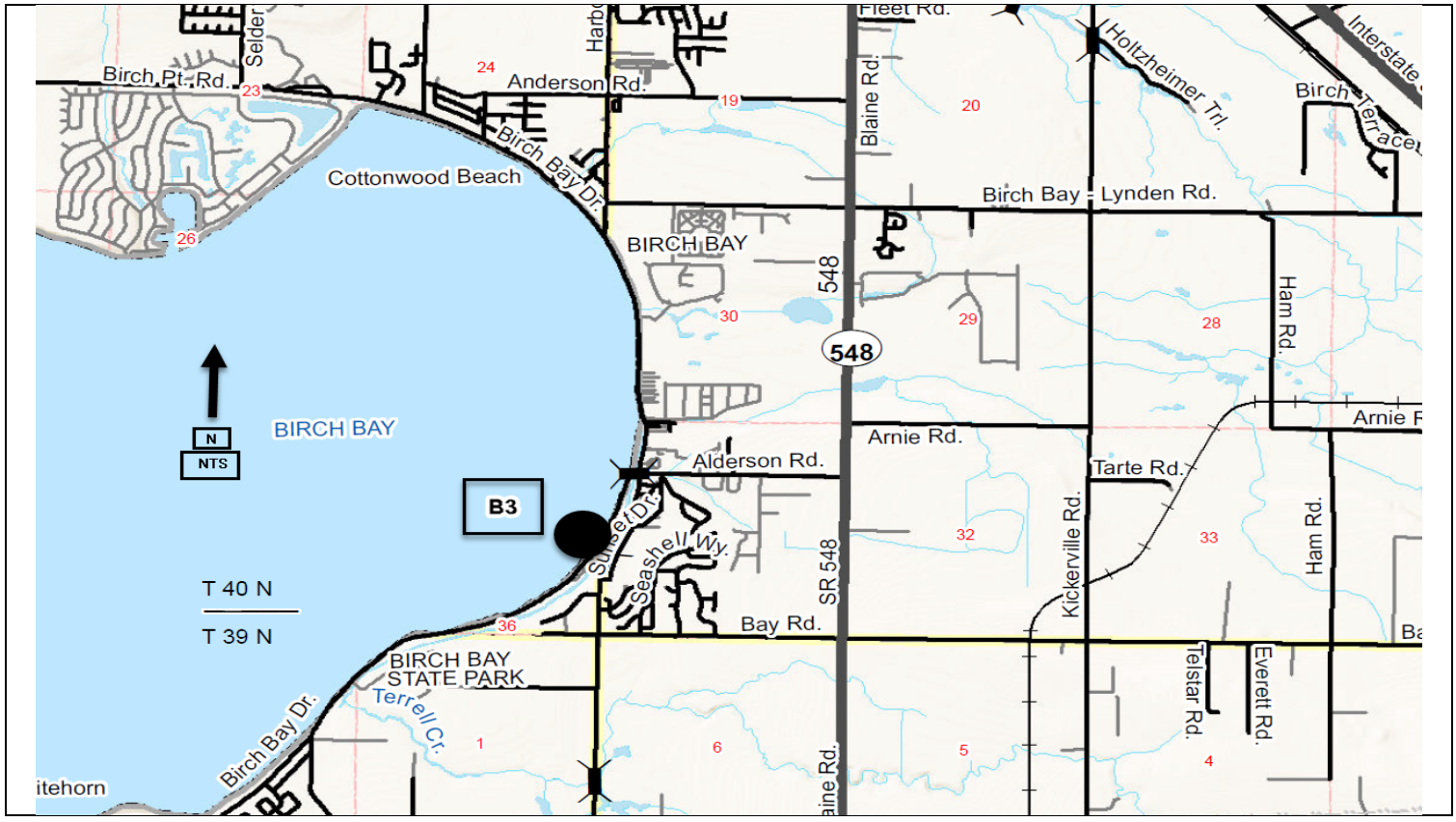
Project Narrative:
This project is located near Birch Bay in Section 31, T40N, R1W. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed **#B3** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
Preliminary design work, including a type, size, and location (TS&L) study began in 2020. The preferred alternative from the TS&L study will be moved forward to detailed design. Public Works was successful in securing federal bridge replacement funding for the preliminary engineering and construction phases of this project.

Total Estimated Project Cost:	TBD
Expenditures to Date:	$ 250,000

Funding Sources:	
Federal	$130,000 (BR)
State	$
Local	$570,000

Environmental Permitting	HPA, SEPA, NEPA, USACE, Critical Areas
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Mosquito Lake Road / Porter Creek - Bridge No. 141 Replacement
CRP # Not Assigned

Construction Funding Year(s):	TBD

Project Narrative:
This project is located south of Welcome in Section 11, T38N, R5E. This project will replace the existing 31-foot bridge in order to mitigate ongoing scour and debris issues. This project also affords an opportunity to address geometric issues that arose from the emergency realignment of Mosquito Lake Road in 2004. This project is listed #**B4** on the 2023-2028 Six Year Transportation Improvement Program.

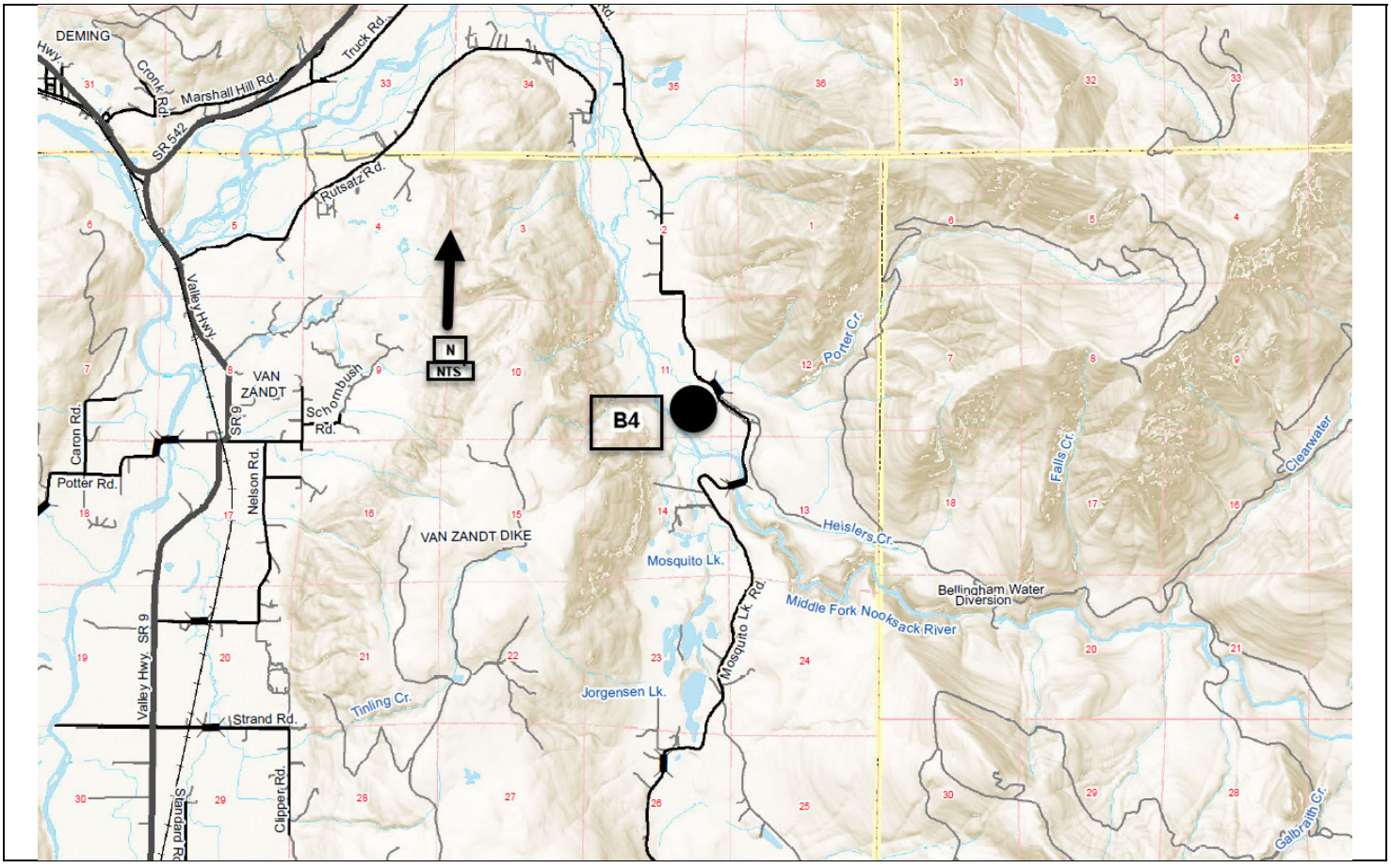
Project Status:
Preliminary design and permitting to begin in 2027.

Total Estimated Project Cost: TBD

Expenditures to Date: $ 0

Funding Sources:	
Federal	$0
State	$0
Local	$5,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



N. Lake Samish Road Bridge No. 107 Replacement
CRP # 913006 (Project Based Budget 378100)

Construction Funding Year(s):	2023

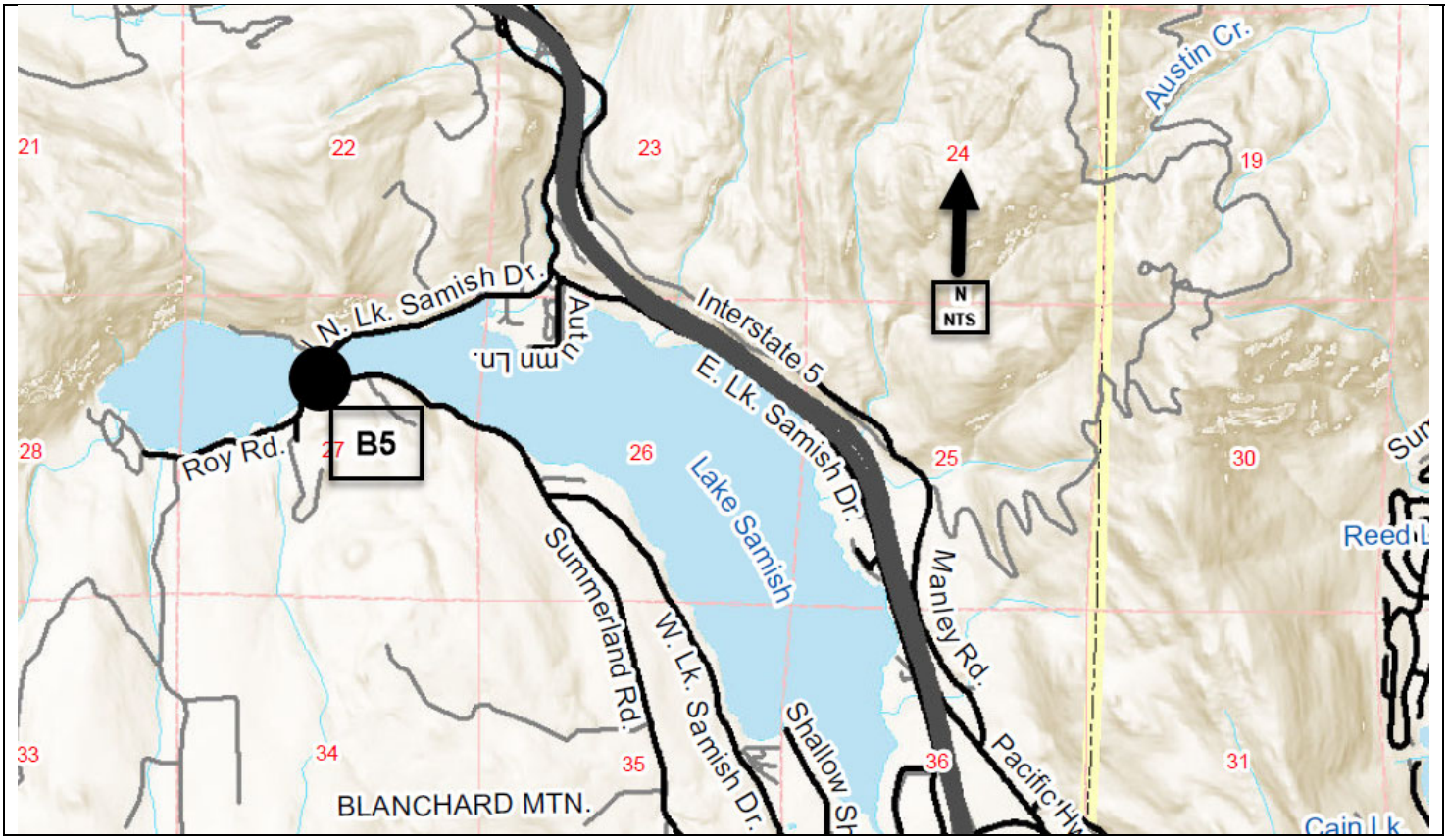
Project Narrative:
This project is located on Lake Samish in Section 27, T37N, R3E. This project will replace the existing 250-foot timber bridge which is structurally deficient with a prestressed concrete girder bridge. This project is listed **#B5** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
The type, size, and location study for the replacement bridge was completed in 2017. Design, permitting, and real estate work is nearing completion and the project will be put out for competitive construction bids in early 2023. Approximately $9.0 million in federal bridge replacement funds were secured in late 2019 for the construction phase of the project which is scheduled for 2023 and 2024.

Total Estimated Project Cost:	$11,040,000
Expenditures to Date:	$1,315,000

Funding Sources:	
Federal	$8,413,000 (BR)
State	$0
Local	$2,627,000

Environmental Permitting	HPA, NEPA, ACOE, WC Shorelines, DOE
Right-of-Way Acquisition	$132,950
County Forces	N/A



Goshen Road/Anderson Creek Bridge No. 248 Replacement
CRP # 920003 (Project Based Budget 389100)

Construction Funding Year(s):	**2024**

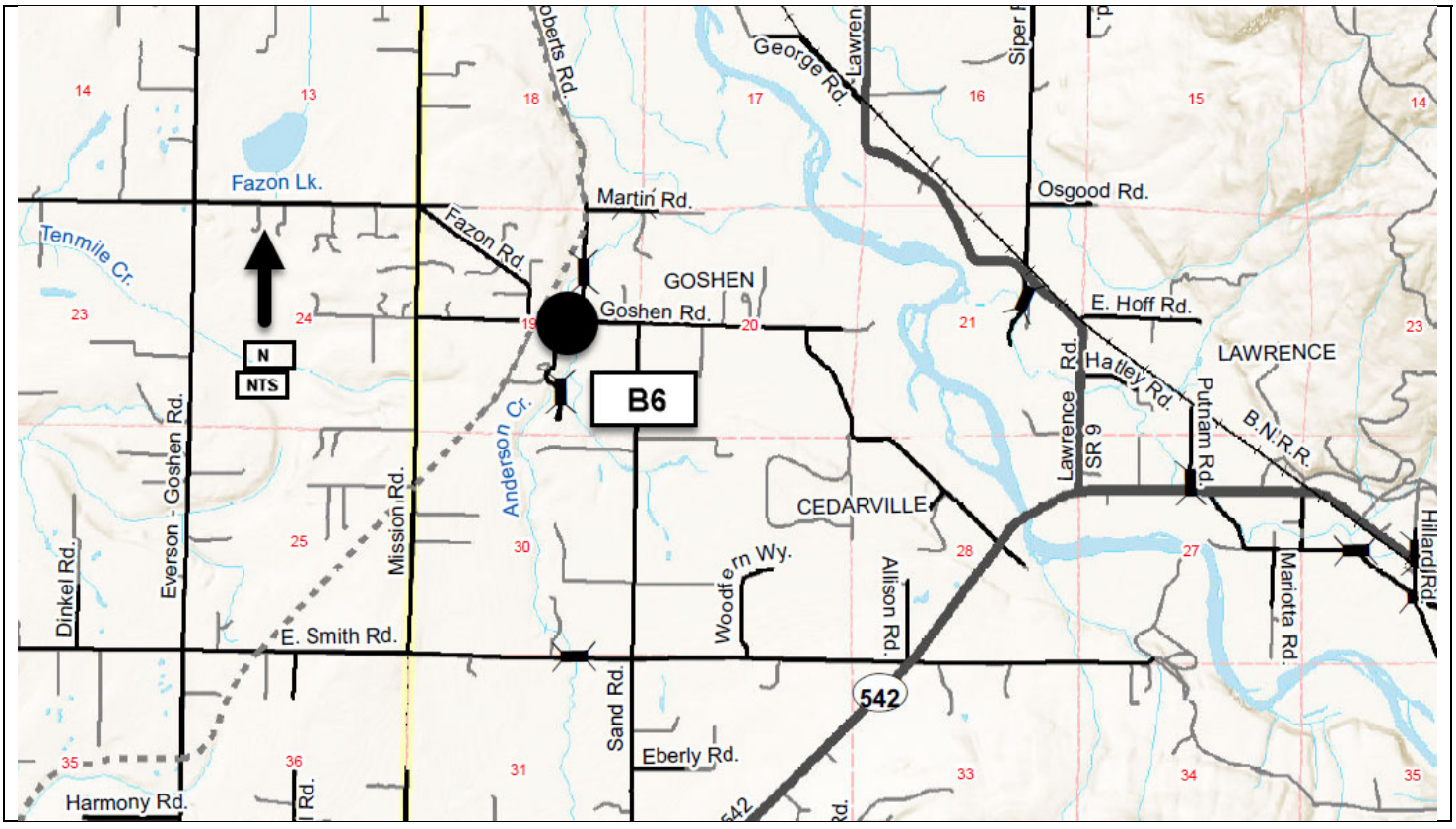
Project Narrative:
This project is located south of Everson/Goshen in Section 19, T39N, R4E. This is a project to replace the existing 62-foot structurally deficient bridge with a 100-ft prestressed concrete girder bridge. This project is listed **#B6** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status: Preliminary design, permitting and real estate work began in 2020. The design will be completed in late fall 2022, with right of way acquisition and environmental permitting completed by summer 2023. Approximately $4 million in federal bridge replacement funds were secured in late 2019 for the preliminary engineering and construction phases of this project. Construction is planned for the summer of 2024.

Total Estimated Project Cost:	$ 4,200,000
Expenditures to Date:	$ 450,000

Funding Sources:	
Federal	$3,490,000 (BR)
State	$0
Local	$ 710,000

Environmental Permitting	HPA, NEPA, ACOE, DOE, WC Shorelines
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Martin Road/Anderson Creek Bridge No. 250 Replacement
CRP # Not Assigned

Construction Funding Year(s):	TBD

Project Narrative: Project:
This project is located on Martin Road in Section 18 & 19, T39N, R4E. This is a project to replace the existing 31-foot structurally deficient bridge. This project is listed **#B7** on the 2023/2028 Six-Year Transportation Improvement Program.

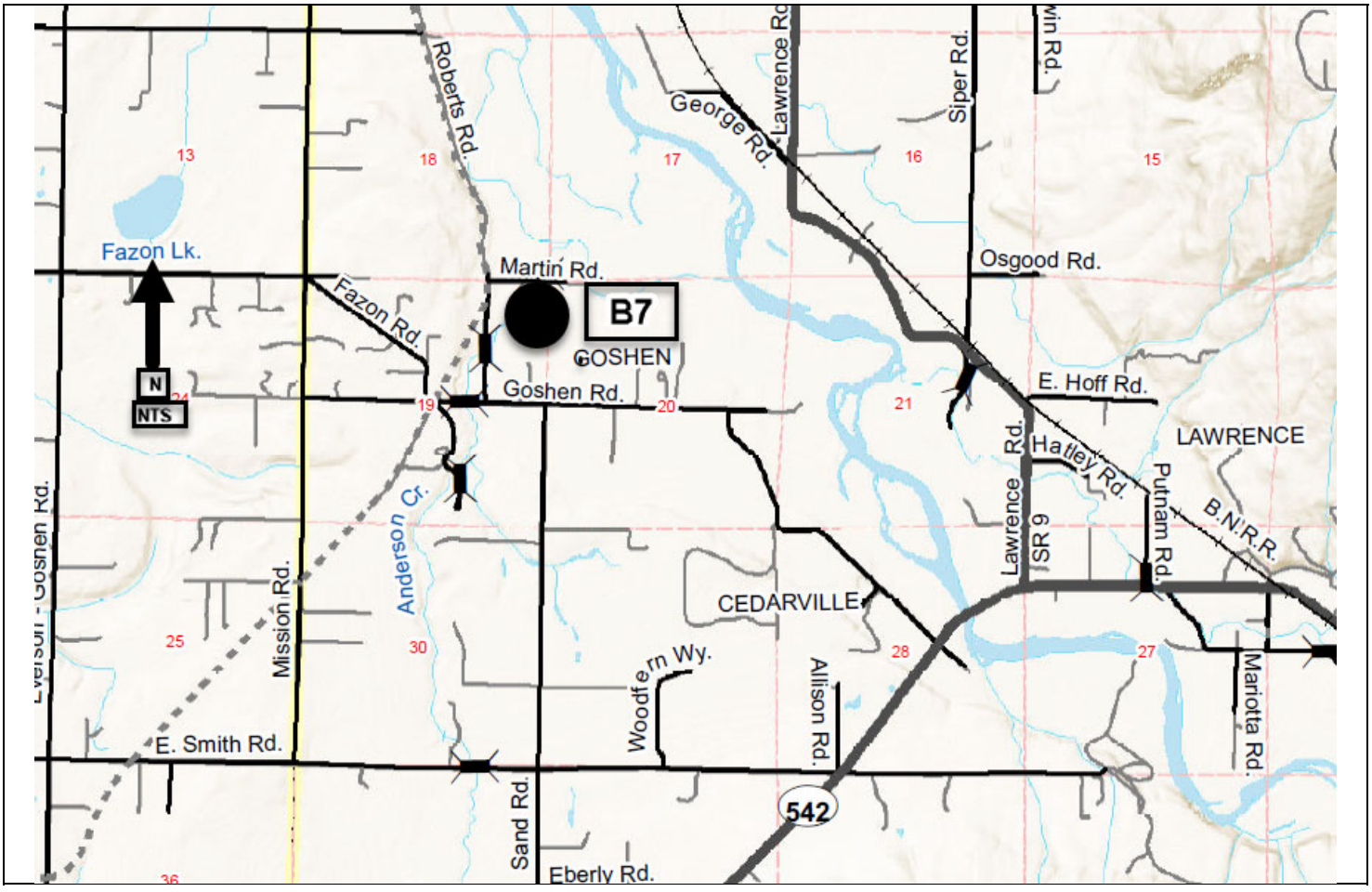
Project Status:
Preliminary design and permitting to begin in 2027.

Total Estimated Project Cost: TBD

Expenditures to Date: $0

Funding Sources:	
Federal	
State	
Local	$5,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Loomis Trail Rd/Bertrand Cr. Trib. Bridge No. 497
Scour Mitigation
CRP # Not Assigned

Construction Funding Year(s):	TBD

Project Narrative:
This project is located on Loomis Trail Road in Section 15 & 22, T40N, R2E. This project is to mitigate scour issues on the existing 21-foot bridge. This project is listed **#B8** on the 2023-2028 Six-Year Transportation Improvement Program.

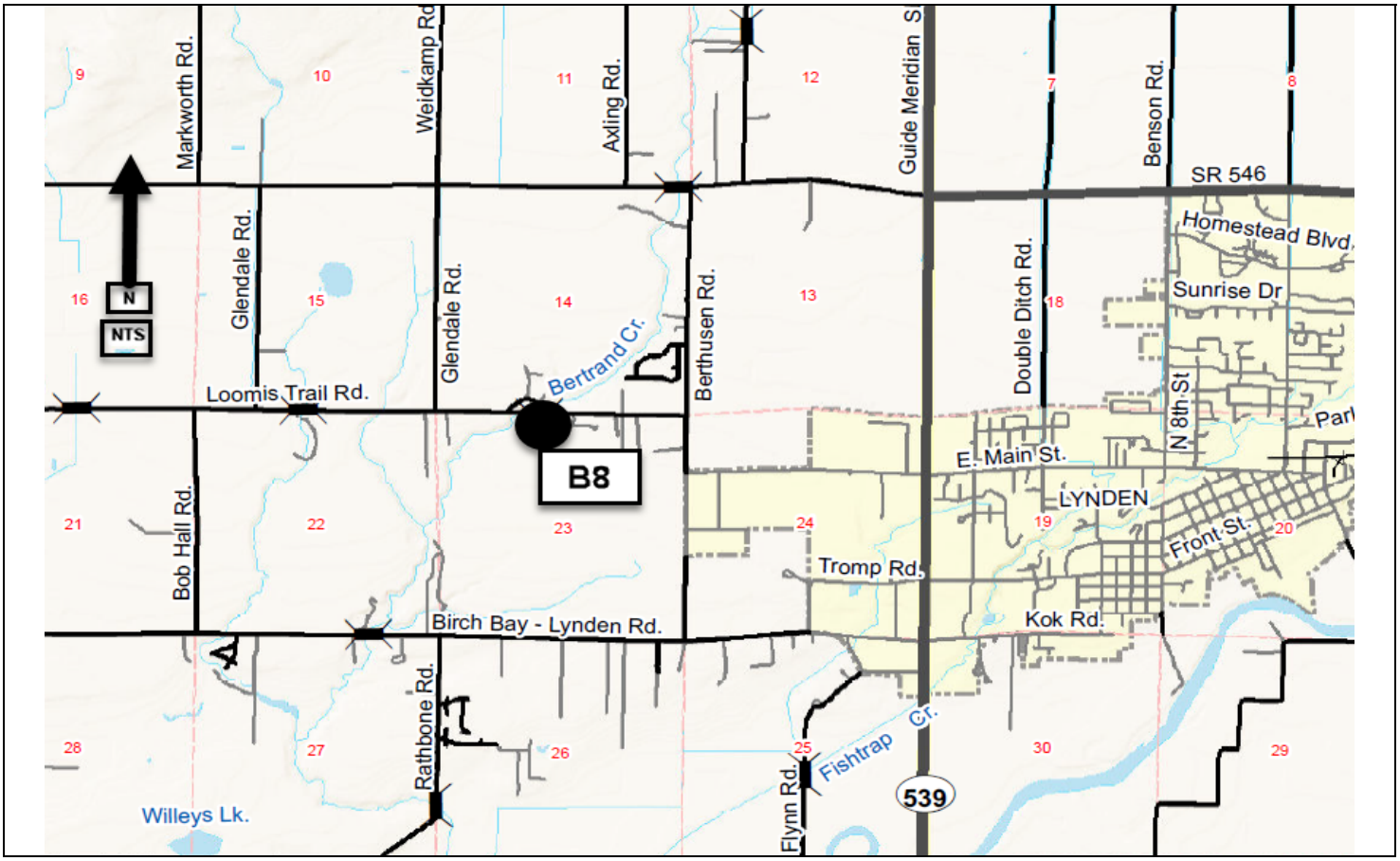
Project Status:
Preliminary design and permitting to begin in 2026.

Total Estimated Project Cost: TBD++

Expenditures to Date: $0

Funding Sources:	
Federal	
State	
Local	$5,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Flynn Road/Fishtrap Creek Bridge No. 51 Replacement
CRP # Not Assigned

Construction Funding Year(s):	TBD

Project Narrative:
This project is located on Flynn Road in Section 25, T40N, R2E. This project is to replace the existing 36-foot span all timber structurally deficient bridge. This project is listed **#B9** on the 2023-2028 Six-Year Transportation Improvement Program. Project development will be coordinated with the River & Flood Program as the bridge replacement will need to account for potential modifications to the Fishtrap Creek levees as identified in the lower Nooksack River Comp plan.

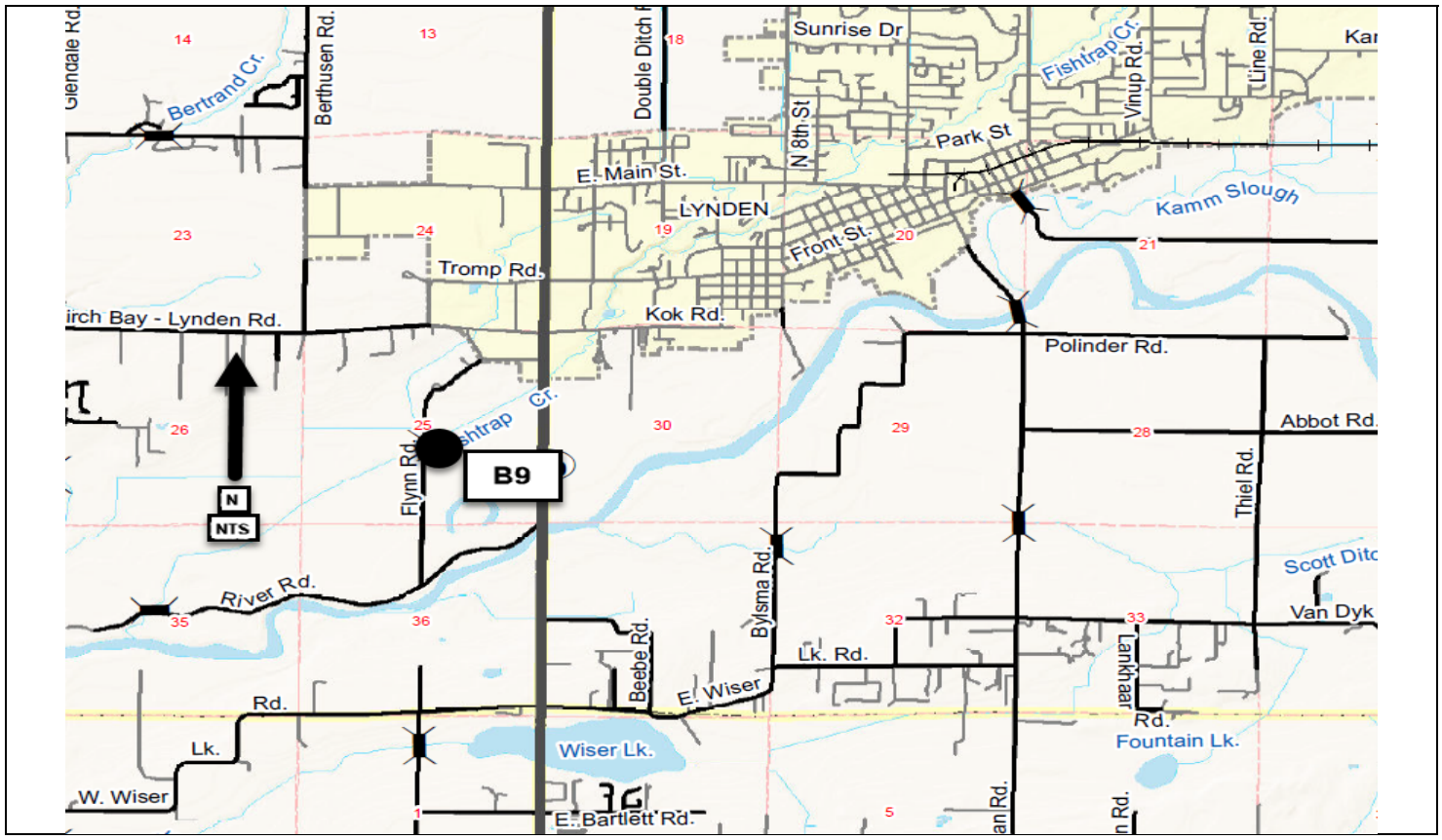
Project Status:
Preliminary design and permitting to begin in 2026.

Total Estimated Project Cost: TBD

Expenditures to Date: $0

Funding Sources:	
Federal	
State	
Local	$5,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Salakanum Way/Anderson Creek Bridge No. 509 Replacement
CRP # Not Assigned

Construction Funding Year(s):	TBD

Project Narrative:
This project is located on Salakanum Way in Section 19, T39N, R4E. This project is to replace the existing 31-foot structurally deficient bridge. This project is listed **#B10** on the 2023-2028 Six-Year Transportation Improvement Program.

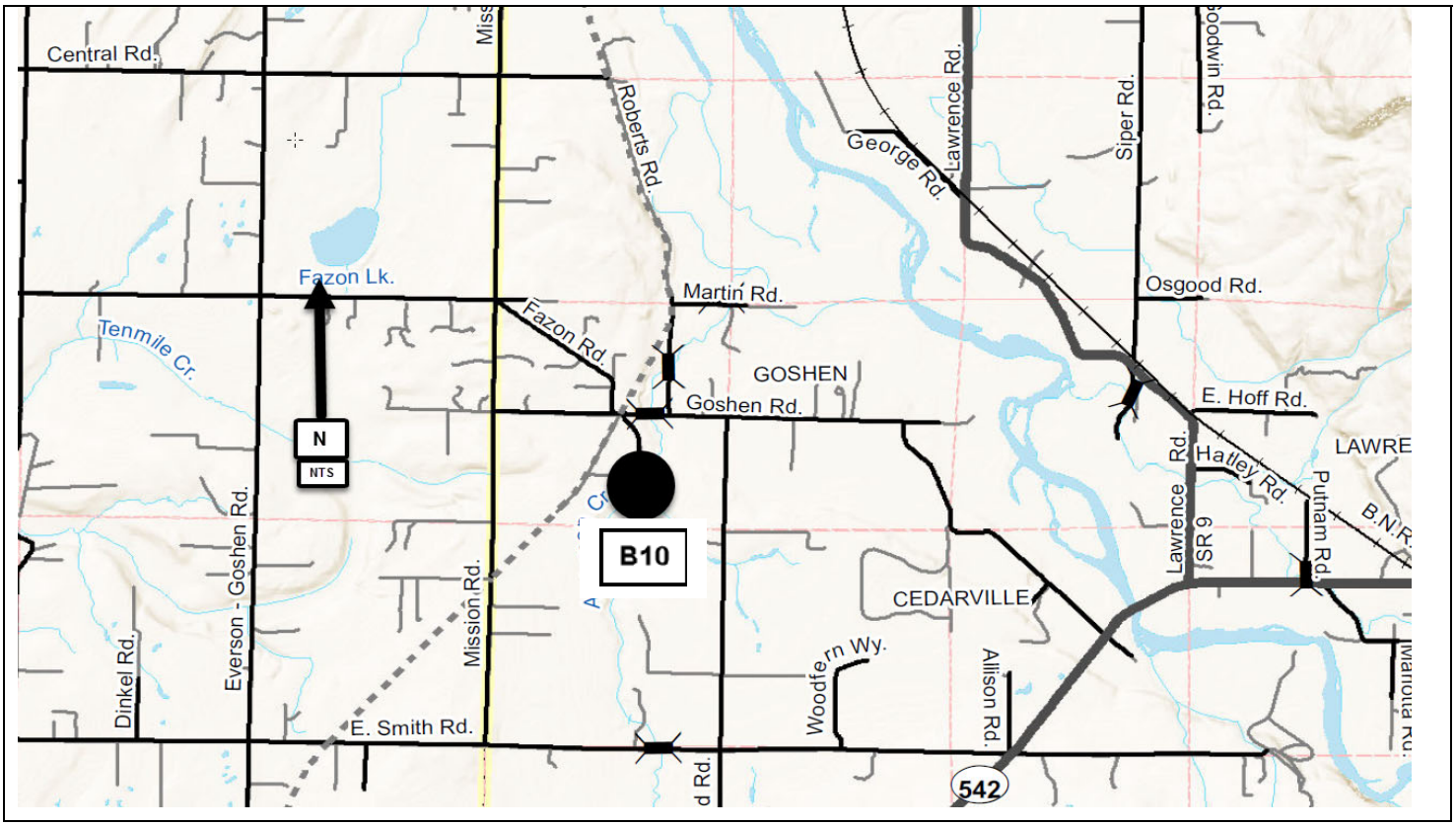
Project Status:
Preliminary design and permitting to begin in 2026.

Total Estimated Project Cost: TBD

Expenditures to Date: $0

Funding Sources:	
Federal	
State	
Local	$5,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



North Fork Road/Kenney Creek
Fish Passage
CRP # 919007 (Project Based Budget 391100)

Construction Funding Year(s):	**2023**

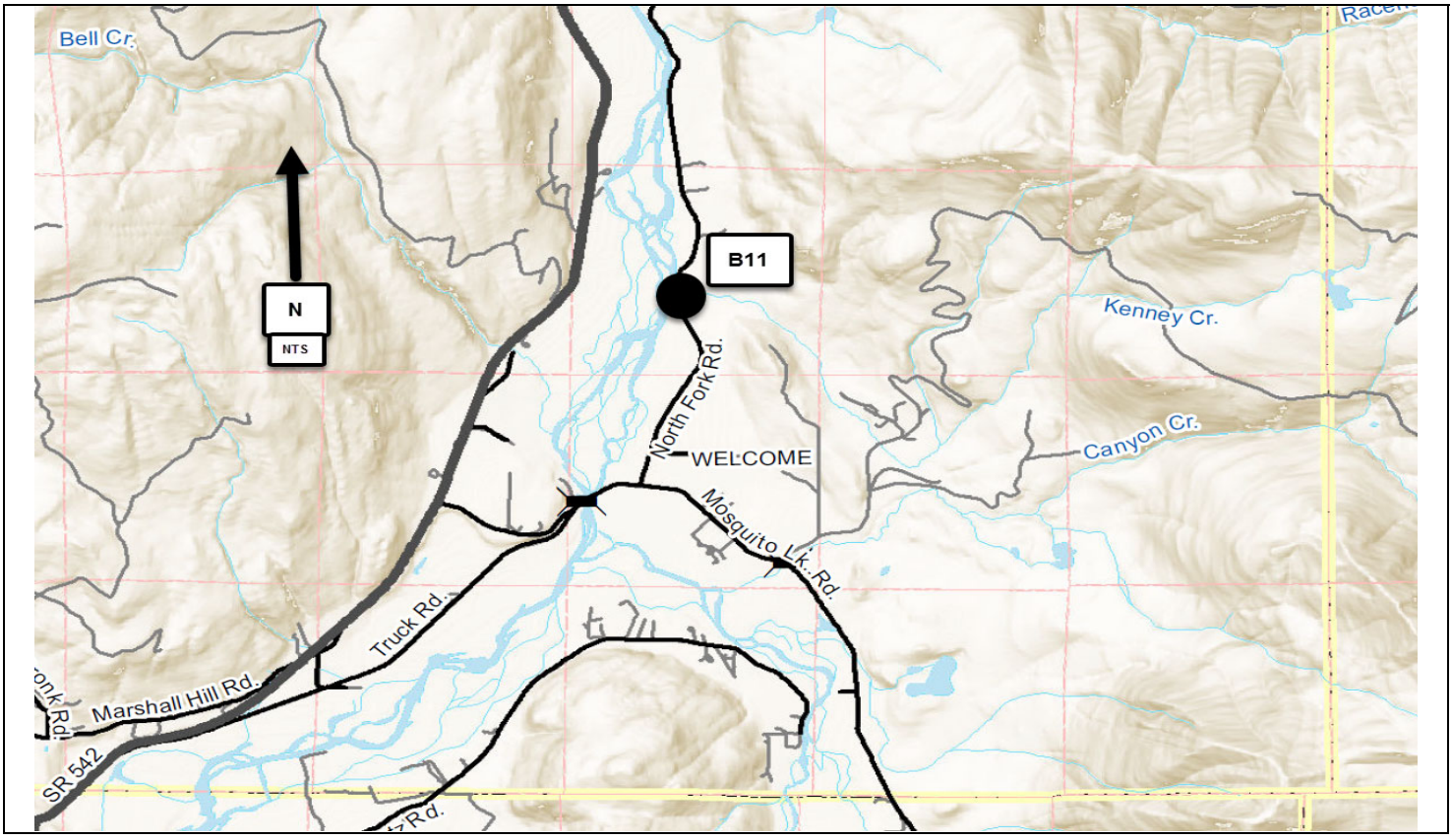
Project Narrative: The existing 5-foot diameter corrugated steel culvert which carries Kenny Creek under the North Fork Road has been identified as a barrier to fish passage and, considering habitat to be gained, is considered one of the highest priority barriers within the County road system. Washington State Fish Barrier Removal Board (FBRB) funding has been secured for the design and construction phases of this fish passage project. This culvert will be replaced with a 110-ft prestressed concrete girder bridge. This project is listed as **#B11** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Project design, permitting and real estate began in 2019. Design work was completed in late 2021, with right of way acquisition and environmental permitting completed in late 2022. Whatcom County has been awarded $443,000 of FBRB funds for the design phase of this project and in the summer of 2021 Whatcom County was awarded $2,975,000 in FBRB funds for the construction phase of this project. Construction of this project is scheduled for 2023.

Total Estimated Project Cost:	$4,023,000
Expenditures to Date:	$ 555,000

Funding Sources:	
Federal	$0
State	$ 3,418,000 (FBRB)
Local	$ 605,000

Environmental Permitting	SEPA, HPA, ACOE, WC Shorelines, DOE
Right-of-Way Acquisition (Estimate)	$50,000
County Forces (Estimate)	N/A



Deal Road
Fish Passage Culverts
CRP #921008

Construction Funding Year(s):	TBD

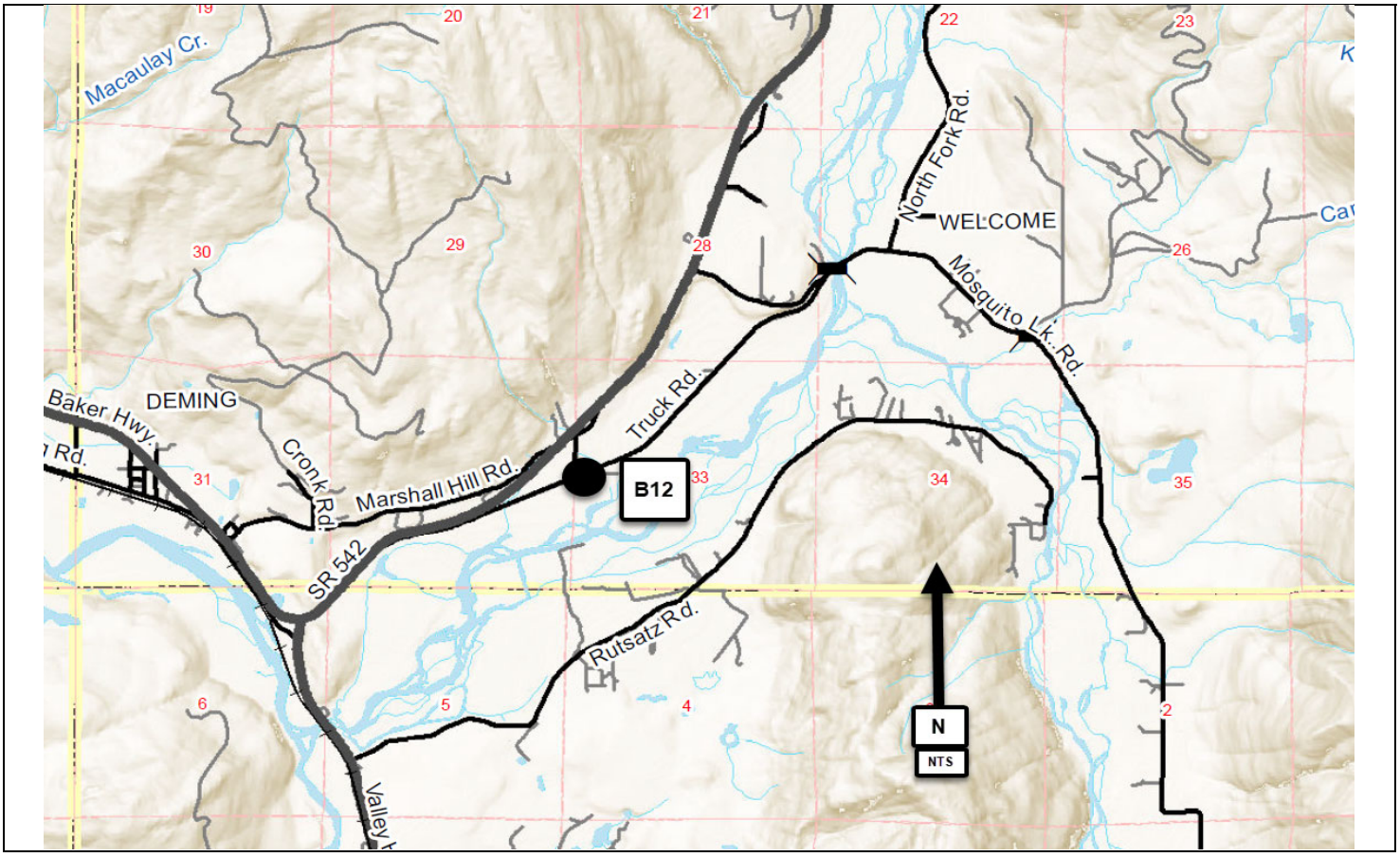
Project Narrative: This project is located in Section 33, T39N, R5E. This project is listed **#B12** on the 2023-2028 Six-Year Transportation Improvement Program. Project includes replacing two exsiting culverts that have been identified as barriers to fish passage in the Deal Road area with culverts that meet current fish passage requirements.

Project Status: Preliminary design and permitting to begin 2023

Total Estimated Project Cost:	TBD
Expenditures to Date:	$ 10,000

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$95,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Fox Road/California Creek
Fish Passage
CRP # Not Assigned

Construction Funding Year(s):	**TBD**

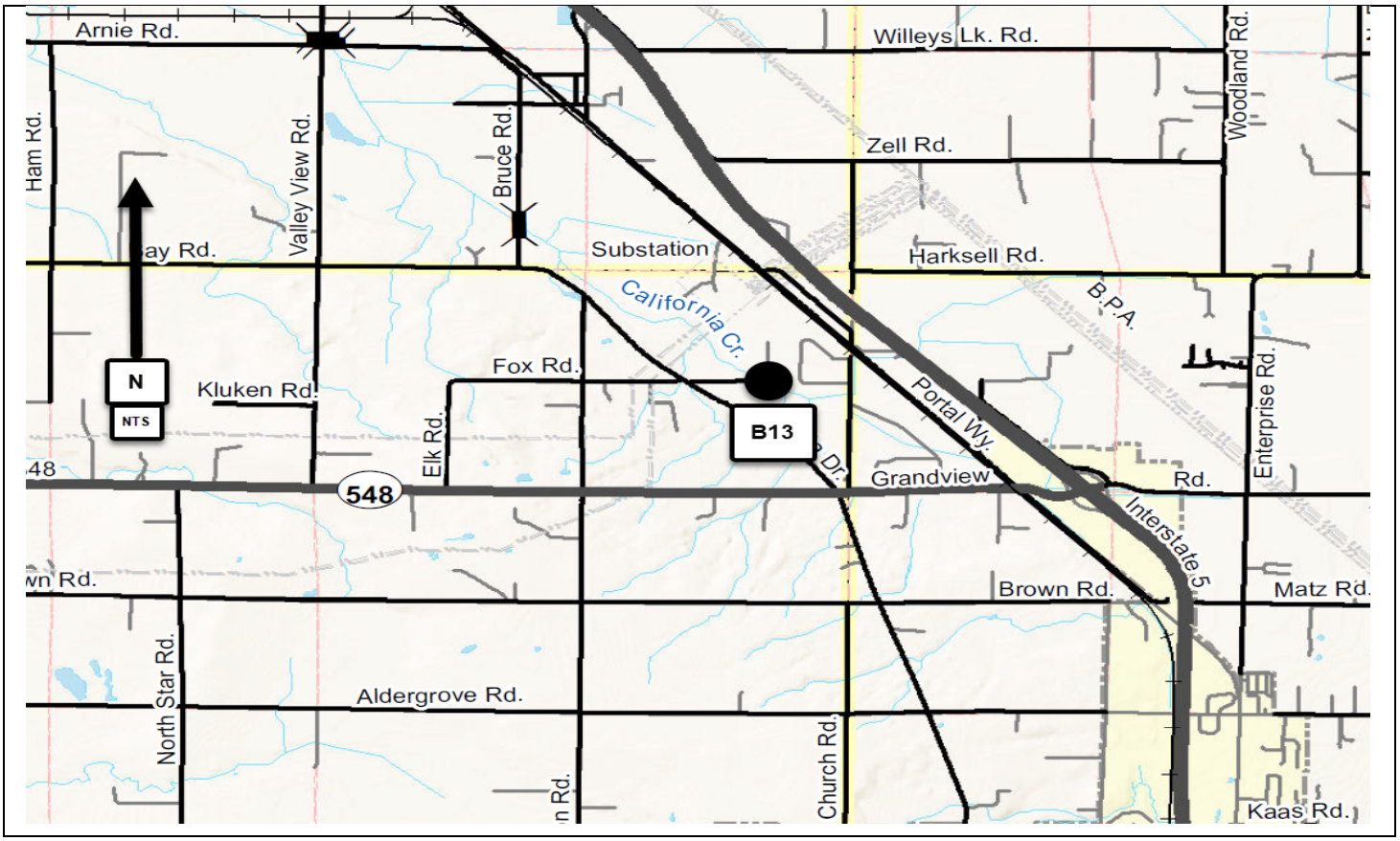
Project Narrative:
This project is listed **#B13** on the 2023-2028 Six-Year Transportation Improvement Program. Project includes replacing the existing culvert that has been identified as a barrier to fish passage on Fox Road with a structure that meets current fish passage requirements.

Project Status: Project scoping and preliminary analysis will begin in 2023.

Total Estimated Project Cost:	TBD
Expenditures to Date:	$0

Funding Sources:	
Federal	
State	
Local	$525,000

Environmental Permitting	SEPA, HPA, Shorelines, USACE
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Nulle Road/Friday Creek Bridge No. 106 Rehabilitation
CRP #921021

Construction Funding Year(s):	2022

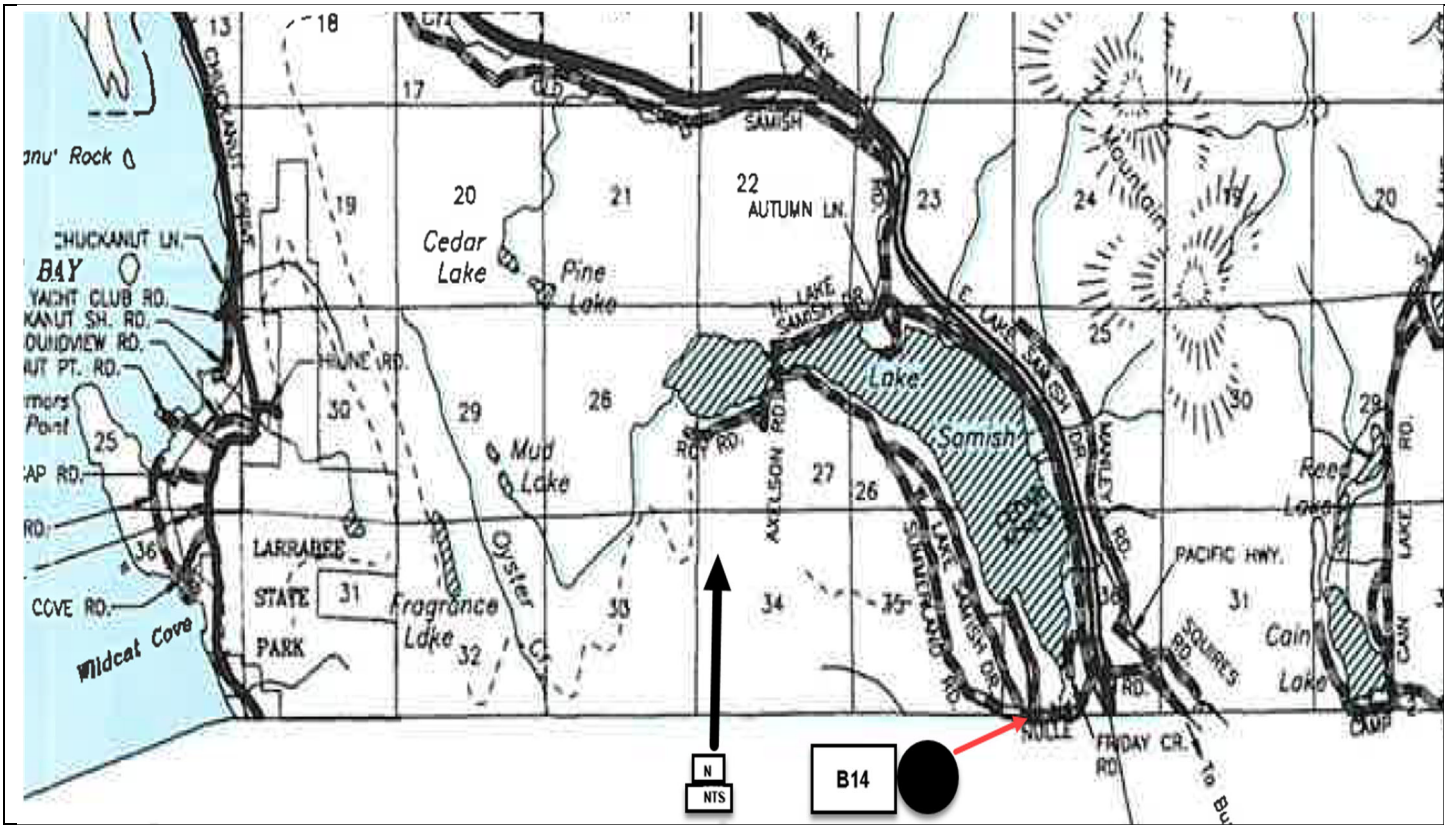
Project Narrative: This project is located in Sections 36, T37N, R3E. The project. This project is listed **#B14** on the 2023-2028 Six-Year Transportation Improvement Program. Project includes implementing rehabilitation elements so that the existing restrictions on the bridge can be removed and better prepare the brige to handle increased traffic during construction of the North Lake Samish Bridge No. 107 Replacement Project.

Project Status: Preliminary design and environmental permitting work underway, construction scheduled for 2023.

Total Estimated Project Cost:	$ 750,000
Expenditures to Date:	$ 150,000

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$750,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Lummi Island Ferry System Modernization & Preservation Project
CRP # 919008

Construction Funding Year(s):	**2024**

Project Narrative:
This project includes replacement of the Whatcom Chief with a 34 car vessel and modifications of the existing ferry terminals to accommodate the new vessel. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed **#F1** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
Design work for the new vessel and terminal modifications is underway. In 2022 Whatcom County received $25 million in federal funds via the RAISE grant program, $5.3 million in state funds via the Move Ahead Washington (MAW) capital projects program and $10 million in state funds through the County Ferry Capital Improvement Program (CFCIP) administered by the County Road Administration Board.

Total Estimated Project Cost:	$50,000,000
Expenditures to Date:	$750,000

Funding Sources:	
Federal	$ 25,000,000 (RAISE)
State	$ 15,300,000 (CFCIP & MAW)
Local	$ 9,700,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	N/A

M/V Whatcom Chief



Relocation of Gooseberry Terminal
CRP # 919009

Construction Funding Year(s):	**TBD**

Project Narrative:
This project involves relocation of the Gooseberry Point Ferry Terminal. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed **#F2** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
Early action items will likely include EIS and real estate work. This work will coincide with the next cycle of funding by the County Road Administration Board and the Federal RAISE grant process.

Total Estimated Project Cost: TBD

Expenditures to Date: $ 0

Funding Sources:	
Federal	$0
State	$0
Local	$150,000

Environmental Permitting	None Required
Right-of-Way Acquisition (Estimate)	None Required
County Forces (Estimate)	None Required



Drayton Harbor Road
WO# 22322

Construction Funding Year(s):	**2024**

Project Narrative:
This project is located on Drayton Harbor Rd from Shintaffer Rd to 1200 feet West of Shintaffer Rd, in Section 13, T40N, R1E. This project will repair damage to the roadway and embankment caused by shoreline erosion and subsequent landslide that occurred during November 2021. In addition the project will repave and restripe the damaged section of roadway.

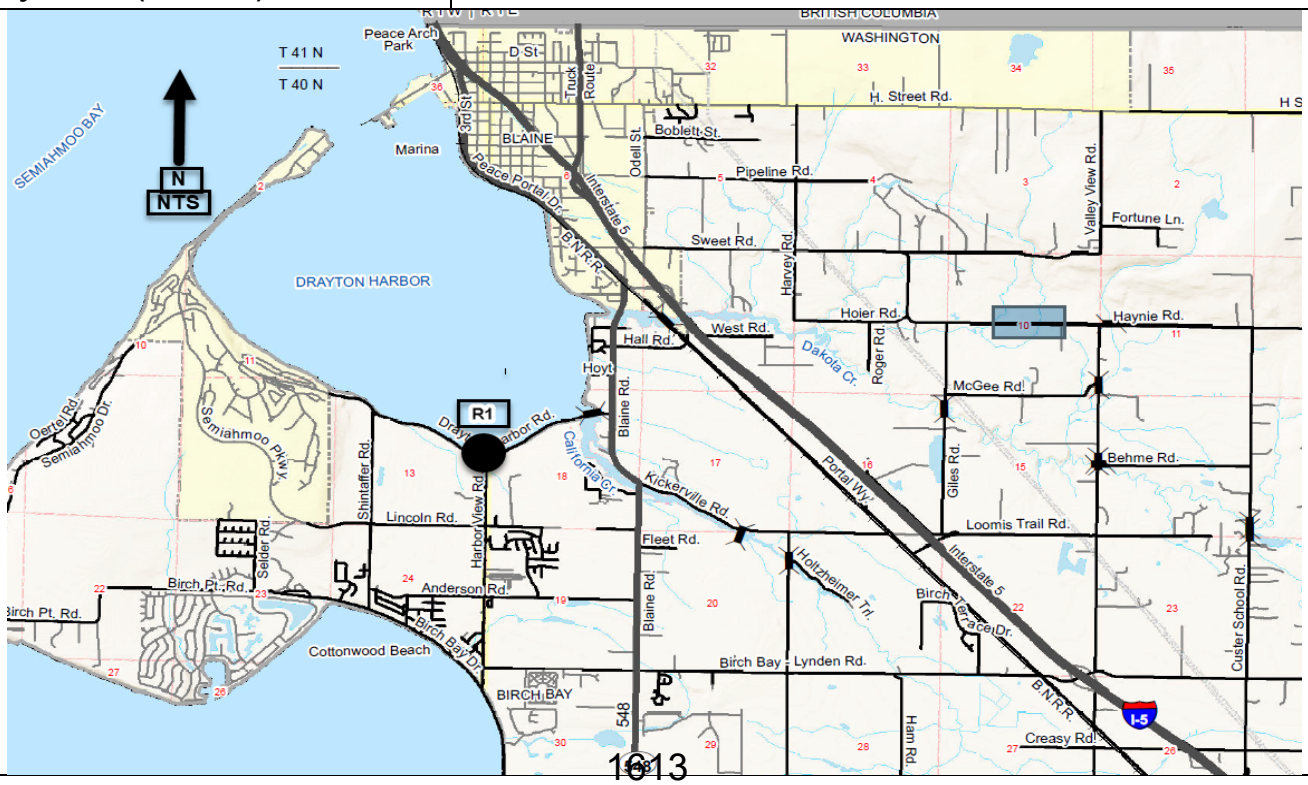
This project is listed **#R1** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Topographical survey of the damage is complete. Geotechnical analysis and design will begin in Fall 2022. Design and Permits will begin following geotechnical recommendations. Construction expected in Summer of 2024.

Total Estimated Project Cost:	$1,650,000
Expenditures to Date:	$10,000

Funding Sources:	
Federal	$775,000 (FEMA Emergency Relief)
State	$0
Local	$875,000

Environmental Permitting	Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act; NEPA
Right-of-Way Acquisition (Estimate)	$100,000
County Forces (Estimate)	N/A



Manley Road

Construction Funding Year(s):	**2023**

Project Narrative:
This project is located on Manley Rd Approximately 3000 feet South of the closure gate, Section 23, Township 37N, Range 3E. This project will repair the roadway embankment and shoulder damaged by a slide during storm events of November 2021. The location of the slide is above Northbound I-5 and the project will require coordination with WSDOT.

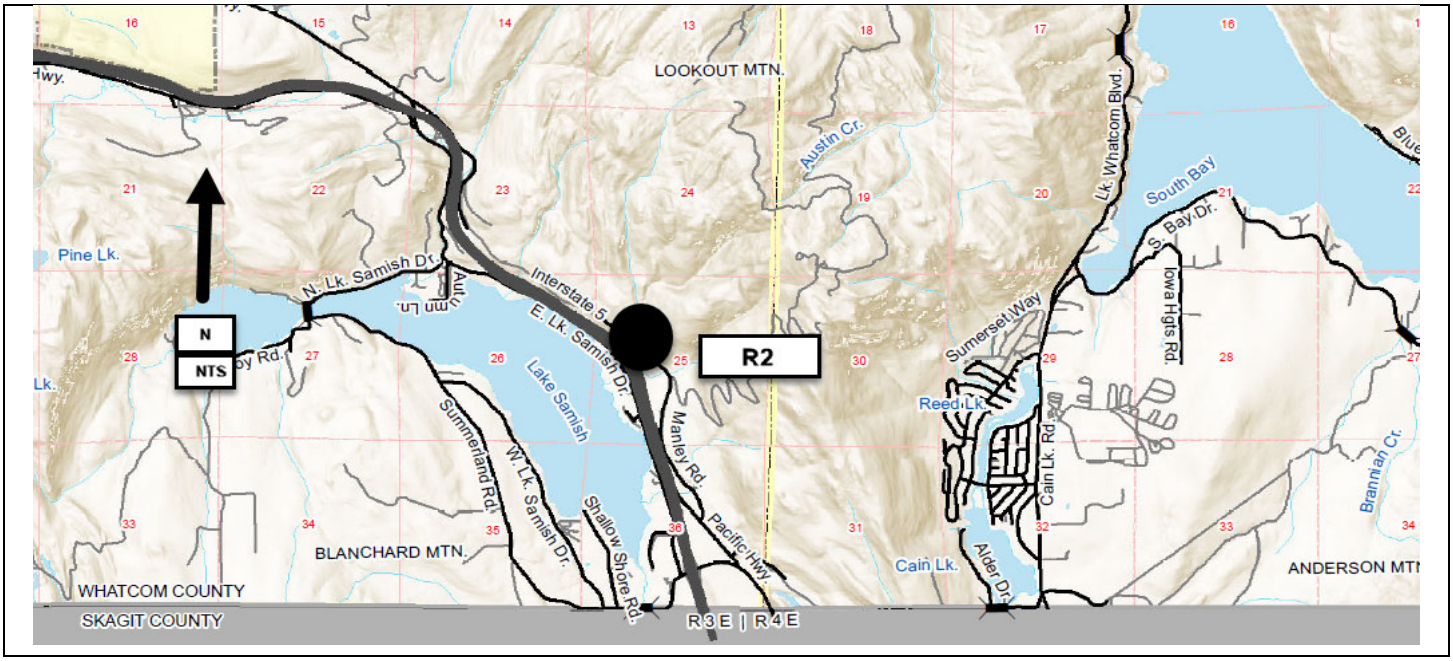
This project is listed **#R2** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Topographical Survey and Geotechnical exploration to be initiated in Fall 2022. Design and permitting to begin following geotechnical recommendations. Construction expected in Summer 2023.

Total Estimated Project Cost:	$610,000
Expenditures to Date:	$0

Funding Sources:	
Federal	$300,000 (FEMA Emergency Relief)
State	$0
Local	$310,000

Environmental Permitting	DOE; Sec 404 Clean Water Act; NEPA
Right-of-Way Acquisition (Estimate)	$10,000
County Forces (Estimate)	N/A



Sunset Avenue

Construction Funding Year(s):	**2024**

Project Narrative:
This project is located on Sunset Ave between Pacific Hwy and Gravelline Rd, Section 34, Township 39N, Range 2E. The project will repair the roadway and embankment damaged by erosion by and a subsequent landslide toward Silver Creek during storm events in November 2021. In addition, the project will repave and restripe the damaged section of roadway.

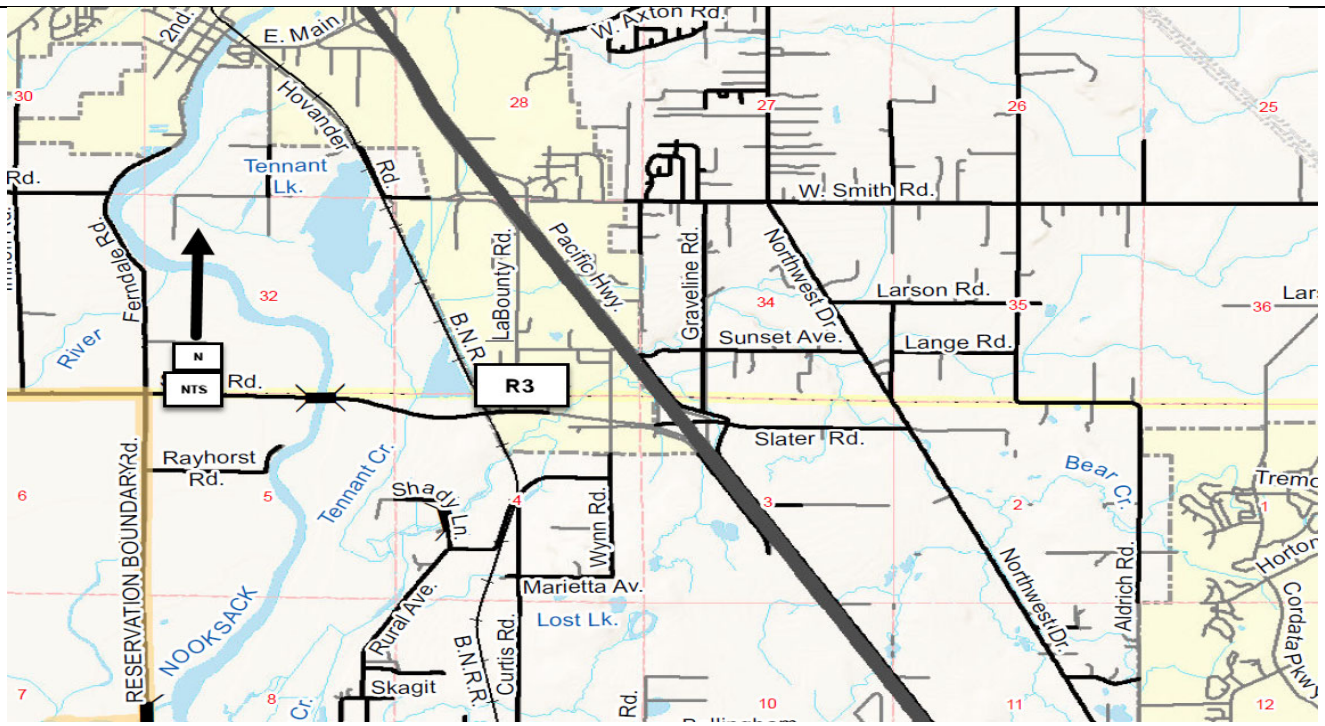
This project is listed **#R3** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Topographical Survey of the damage is complete. Geotechnical analysis and design will begin in Fall 2022. Design and Permits will begin following geotechnical recommendations. Construction expected in Summer 2024.

Total Estimated Project Cost:	$825,000
Expenditures to Date:	$10,000

Funding Sources:	
Federal	$500,000 (FEMA Emergency Relief)
State	$0
Local	$325,000

Environmental Permitting	DOE; Sec 404 Clean Water Act; NEPA
Right-of-Way Acquisition (Estimate)	$25,000
County Forces (Estimate)	N/A



Beach Avenue & Island Drive (Lummi Is.)
WO #22587

Construction Funding Year(s):	**2024**

Project Narrative:
This project is located on Beach Ave and Island Drive on southern Lummi Island, in Sections 23 and 24, Township 37N, Range 1E. This project will repair 2 separate roadway failures that occurred during 2021 storm events. The first is on Beach Avenue, where the roadway and embankment were damaged by a landslide. The second is on Island Drive, where the subgrade below the pavement was damaged by subsurface water flow.

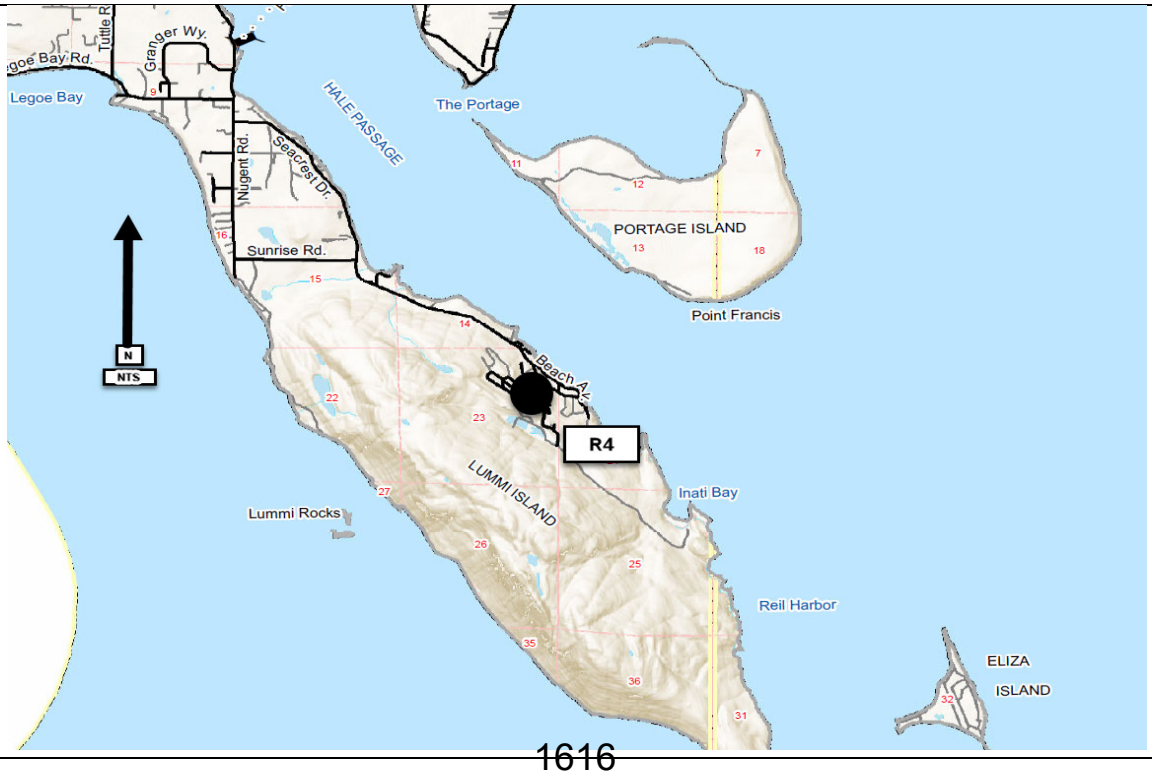
This project is listed **#R4** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Topographical Surveys of the damage are complete. Geotechnical analysis and design will be initiated in Fall 2022. Project design and permitting will begin following geotechnical recommendations. Construction is expected in Summer 2024.

Total Estimated Project Cost:	$975,000
Expenditures to Date:	$20,000

Funding Sources:	
Federal	$525,000 (FEMA Emergency Relief)
State	$0
Local	$450,000

Environmental Permitting	DOE; Sec 404 Clean Water Act; NEPA
Right-of-Way Acquisition (Estimate)	$25,000
County Forces (Estimate)	N/A



Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s):	**2023**

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection.

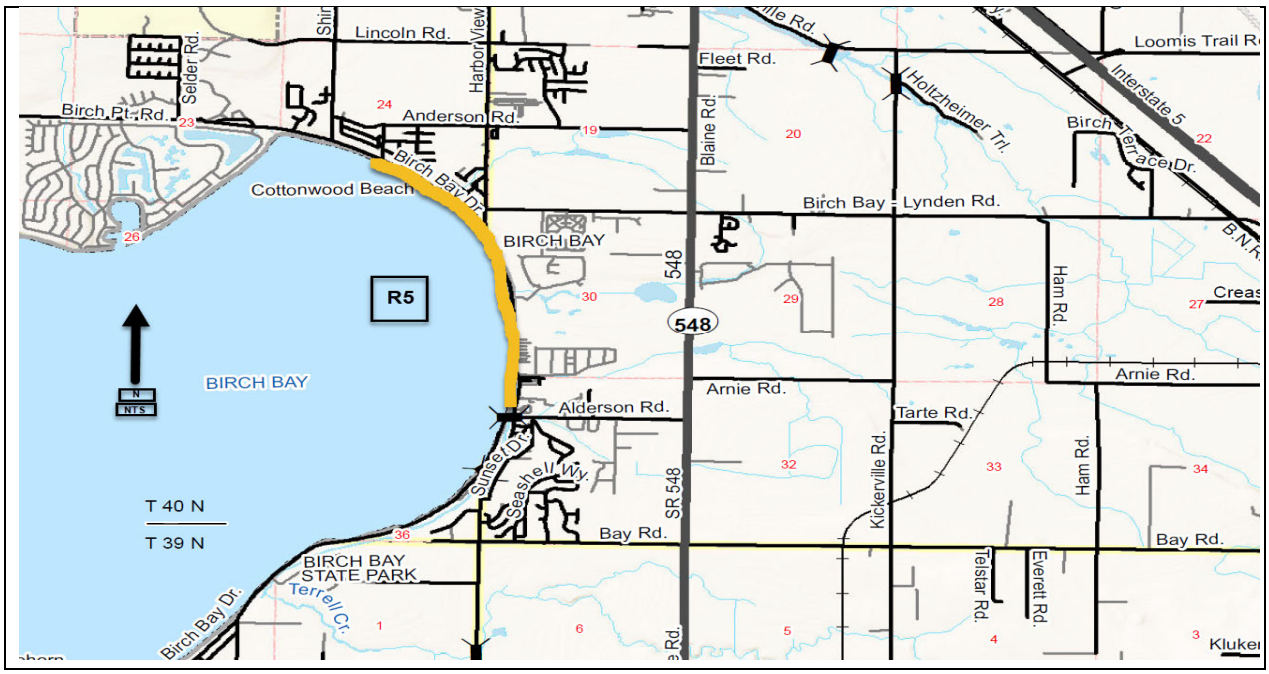
This project is listed **#R5** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W acquisition began in 2016 (100% complete), and permitting is 100% complete. Construction began in December 2019 and was completed in April 2021. .

Total Estimated Project Cost:	$15,291,786
Expenditures to Date:	$14,360,524

Funding Sources:	
Federal	$4,636,786 (STP and TAP)
State	$0
Local	$10,655,000

Environmental Permitting	Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act; NEPA
Right-of-Way Acquisition (Actual)	$1,686,000
County Forces (Estimate)	N/A



East Smith Road & Hannegan Road Intersection Improvements
CRP # 914002

Construction Funding Year(s):	**2023-2024**

Project Narrative:
The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E. This intersection currently experiences delays due to the lack of left-turn channelization on Smith Road. The project work entails the construction of a two-lane Roundabout at the intersection.

This project is listed **#R6** on the 2023-2028 Six-Year Transportation Improvement Program.

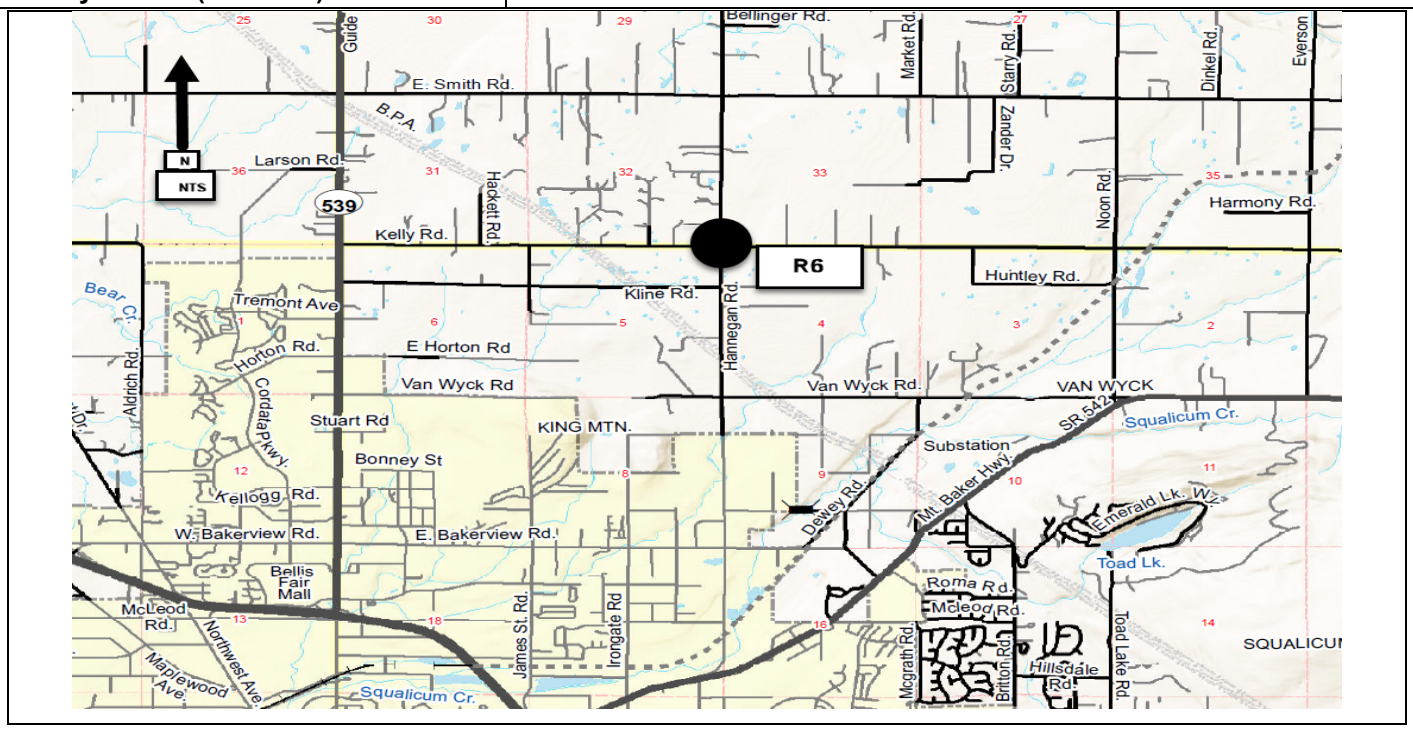
Project Status:
The 'Alternatives Analysis' completed by a traffic consultant in 2018 determined a two-lane Roundabout as the best design solution. Design proceeding, and is expected to be completed in 2021, with Construction planned for 2022 depending on ROW acquisition, utility relocation, and environmental permitting.

Total Estimated Project Cost: $5,350,000

Expenditures to Date: $828,596

Funding Sources:	
Federal	$2,000,000 ST/HSIP
State	$0
Local	$3,350,000

Environmental Permitting	NEPA, ESA, Corp of Engr, Clrg/CAO, DOE
Right-of-Way Acquisition (Estimate)	$350,000
County Forces (Estimate)	N/A



Samish Way and Galbraith Lane
CRP # 919005

Construction Funding Year(s):	**2023**

Project Narrative:
This project is located at the intersection of Samish Way & Galbraith Lane, Section 16, Township 37N, Range 3E. The project will install a marked crosswalk, rectangular flashing beacons (RFBs), and other improvements to help pedestrians and cyclists cross Samish Way safely. The intersection lies between the parking lot and trail system for Galbraith Mountain, a major mountain biking facility with thousands of monthly users.

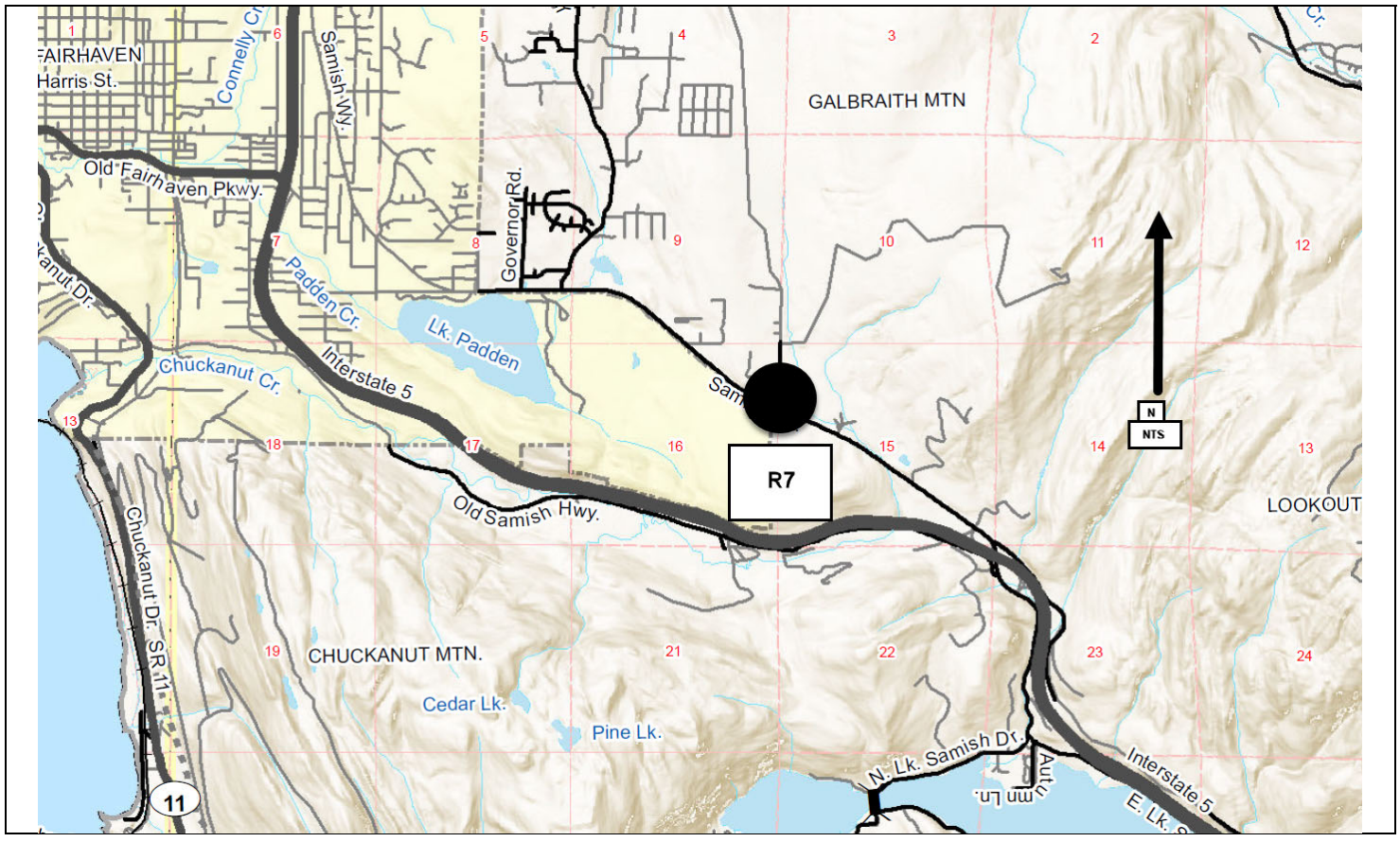
This project is listed **#R7** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Coordination with the City of Bellingham and the Whatcom County Mountain Bike Club is ongoing. Design is expected to be complete in Winter 2022 and Construction complete in Summer 2023.

Total Estimated Project Cost:	$110,000
Expenditures to Date:	$27,364

Funding Sources:	
Federal	$0
State	$0
Local	$110,000

Environmental Permitting	NEPA, ESA, DOE
Right-of-Way Acquisition (Estimate)	$10,000
County Forces (Estimate)	N/A



Marshall Hill Slide Damage Repair
Slide Repair
CRP # 921022

Construction Funding Year(s):	**2024**

Project Narrative:
This Marshall Hill project is located between Cronk Road and SR 542 in Section 32 of T39N and R5E. This project will replace a culvert and repair slide damage in two locations.

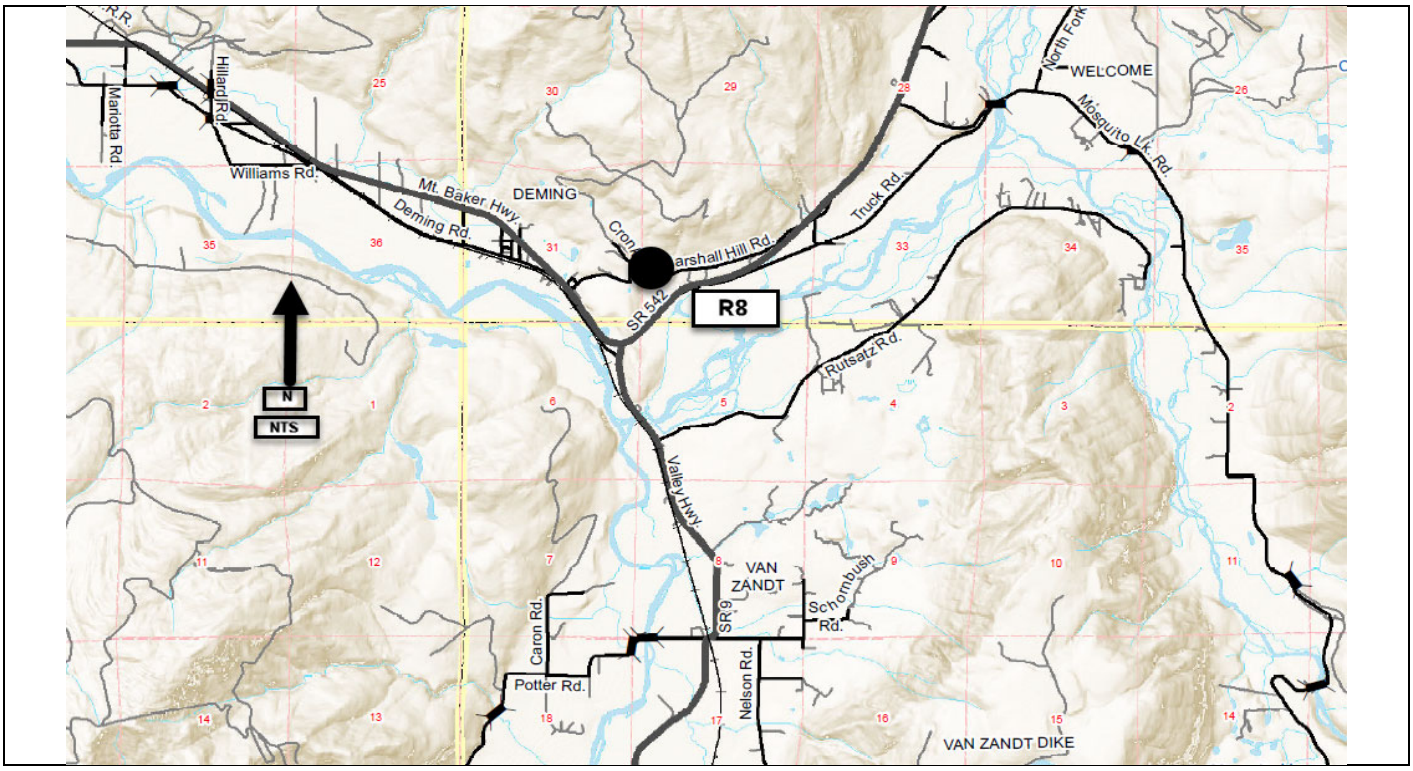
This project is listed **#R8** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:.Geotechnical report and evaluation of failing culvert has been completed. Design work progressing on culvert replacement and slope stabilization. Roadway will remain closed until construction is complete.

Total Estimated Project Cost:	$1,335,000
Expenditures to Date:	$45,000

Funding Sources:	
Federal	$0
State	$0
Local	$1,335,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$35,000
County Forces (Estimate)	N/A



Birch Bay Lynden Rd. & Blaine Rd. Intersection Improvements
CRP # 906001

Construction Funding Year(s):	**2024**

Project Narrative:
This project is located 4.6 miles south of Blaine, at the corners common to Sections 19, 20, 29, and 30, T40N, R1E. Intersection improvements being considered are a roundabout or a signal. This is a joint project with the Washington State Department of Transportation; however, it is unlikely that they will participate as a funding source.

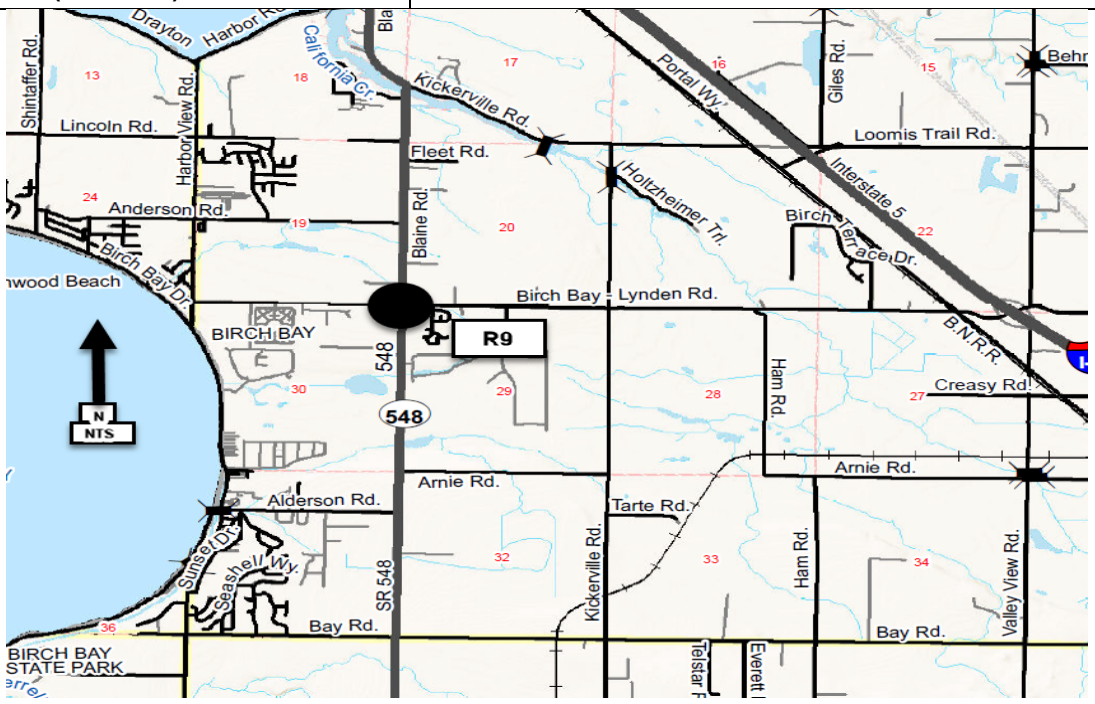
This project is listed **#R9** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Survey work and R/W Plan started. Consultant contract complete to evaluate & decide on preferred design alternative, which is a roundabout. Applied for and received federal STBG funding of $800K which is available in 2023-2024. Final design consultant selected, and proceeding with final design in late 2021. Additional grant funds will be looked for through other sources.

Total Estimated Project Cost:	$4,500,000
Expenditures to Date:	$130,800

Funding Sources:	
Federal	$1,801,000 STBG available in 2023-2024
State	$0
Local	$2,699,000

Environmental Permitting	ESA, NEPA, Clrg/CAO, Corp of Engr, DOE,
Right-of-Way Acquisition (Estimate)	$300,000
County Forces (Estimate)	



Smith Road & Northwest Drive Intersection Improvements
CRP # 918019

Construction Funding Year(s):	**TBD**

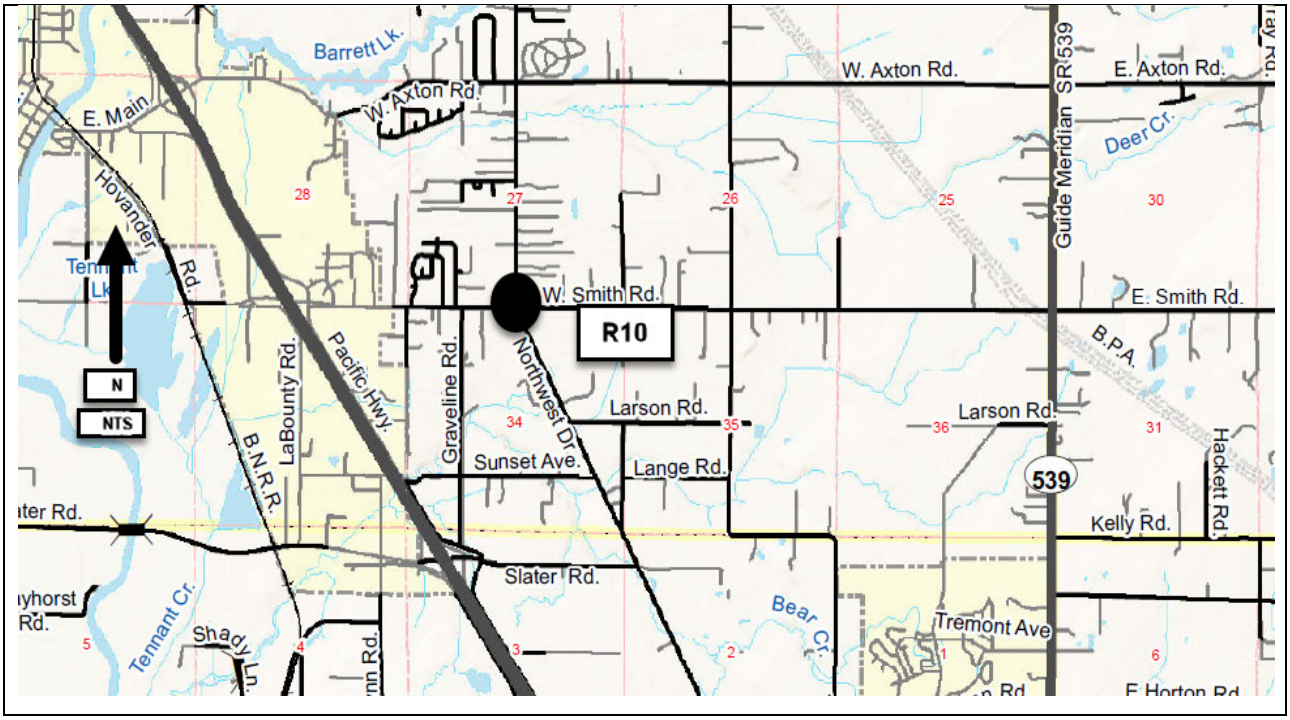
Project Narrative:
This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 4-way stop. This project will also require drainage upgrades and R/W acquisition, and is dependent on the NW Annex building being demolished at a future date. This project is listed **#R10** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Consultant contract underway to evaluate & decide on preferred design alternative, and will be determined in late Fall of 2021. Working closely with Facilities on coordination of intersection improvements in conjunction with NW Annex modifications. Public Works is working with Whatcom Council of Governments (WCOG) to submit this project for Regional Transportation Funding with a request for $5 million.

Total Estimated Project Cost:	TBD
Expenditures to Date:	$ 90,700

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$15,000 (Grant funds sought thru WCOG)

Environmental Permitting	SEPA, Critical Areas, DOE
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Chief Martin Road/Cagey Road to Kwina
Pavement Rehabilitation
CRP # 920016

Construction Funding Year(s):	**TBD**

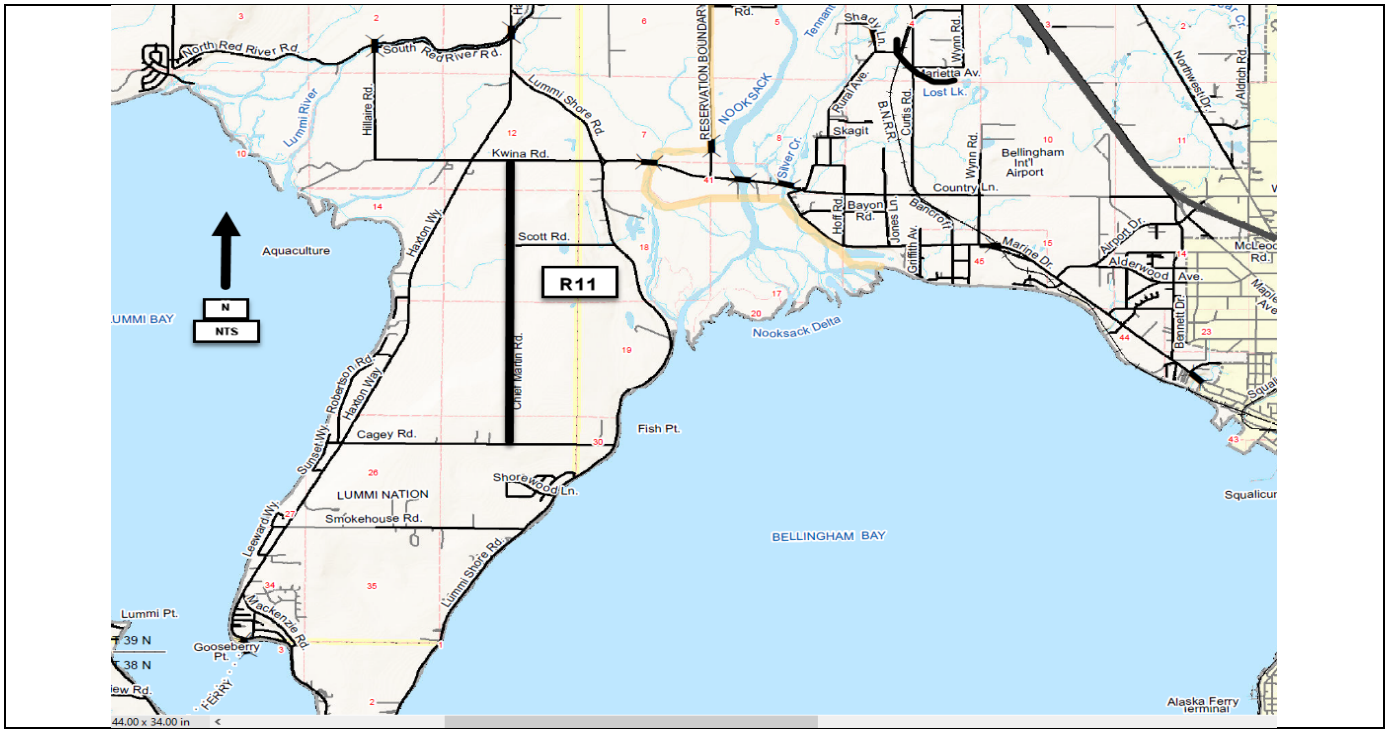
Project Narrative:
This Chief Martin Road project is located between Cagey Road to Kwina Road in Sections 24 & 25 of T39N and R1E. The work will involve the pavement rehabilitation of approximately 2.50 miles of roadway. This project is listed **#R11** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and temporary easements to begin in late 2022. Currently looking for funding sources for the construction phase.

Total Estimated Project Cost:	$TBD
Expenditures to Date:	$0

Funding Sources:	
Federal	$0
State	$0
Local	$10,000

Environmental Permitting	SEPA, ESA, HPA, Clrg/CAO
Right-of-Way Acquisition (Estimate)	$5,000
County Forces (Estimate)	N/A



Slater Road & Northwest Drive Intersection Improvements
CRP # 914001

Construction Funding Year(s):	**TBD**

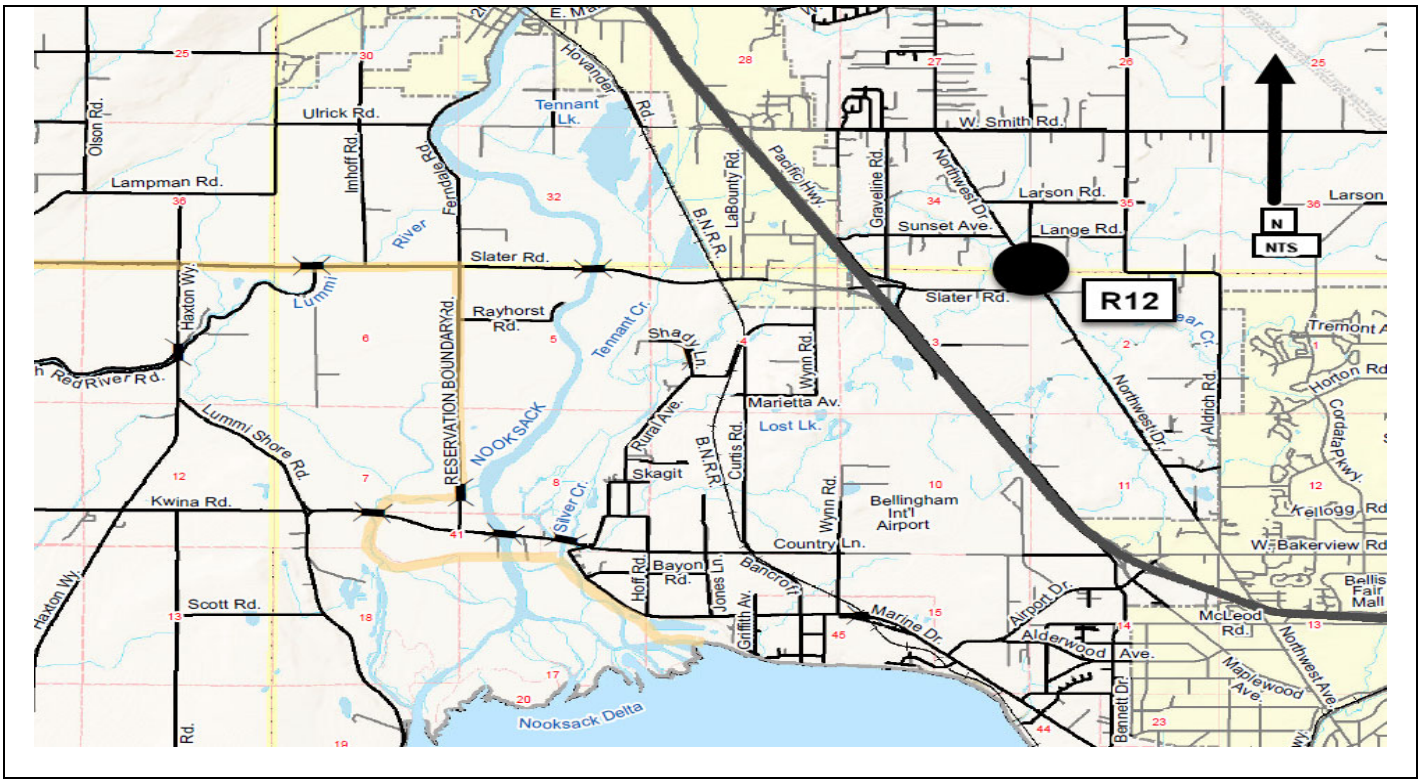
Project Narrative:
This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 3-way stop. This project will also require fish passage upgrades and R/W acquisition. This project is listed **#R12** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: WSDOT is the lead agency on this project and will be providing the design & construction efforts; however, Public Works staff will coordinate with WSDOT on local agency concerns for the Corridor. Construction start date to be determined (TBD) depending on State progress with permitting and R/W.

Total Estimated Project Cost:	TBD
Expenditures to Date:	$ 22,100

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$15,000

Environmental Permitting	SEPA, Critical Areas, DOE
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Whatcom County Public Works
Project Narrative

Birch Bay Drive
Crosswalk

Construction Funding Year(s):	**2023**

Project Narrative:
This project is located on Birch Bay Drive connecting the parks facility north of Clubhouse Drive with the predestrian walking path west of the Birch Bay Drive. The project is located in Section 30 of Township 40N, Range 1E. This project is listed **#R13** on the 2023-2028 Six-Year Transportation Improvement Program.

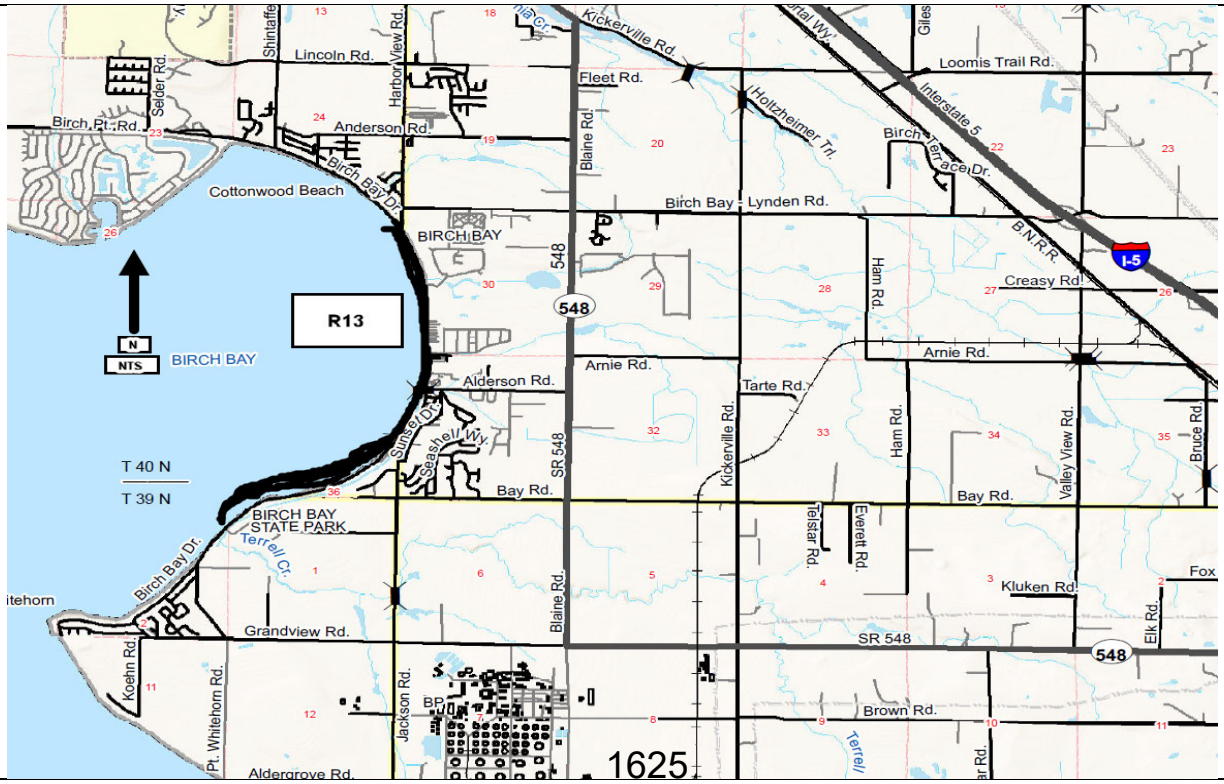
Project Status:
Design and permitting is expected to begin in fall of 2022. Construction is expected to take place in conjunction with the Birch Bay Drive, Jackson Rd to Shintaffer Rd, Pavement Rehabilitation project, which is #R17 on the 2023-2028 Six-Year Transportation Improvement Program.

Total Estimated Project Cost: $485,000

Expenditures to Date: $0

Funding Sources:	
Federal	$0
State	$0
Local	$485,000

Environmental Permitting	Whatcom County-Shorelines;DOE; Sec 404 Clean Water Act; NEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A



Lummi Nation Transportation Projects
CRP #912017

Construction Funding Year(s):	**2023**

Project Narrative:
The Lummi Nation Transportation Projects is located in Section 2, T37N, R1E and Section 34, T38N, R1E. This work, in fulfillment of the ferry lease obligation, involves the construction of transportation improvement projects in accordance with Exhibit C of the October 27, 2011 Uplands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point. This project is listed **#R14** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Projects funds will be available for expenditure when funds of equal or greater value are matched by the Lummi Nation.

Total Estimated Project Cost: $1,665,000

Anticipated Expenditures to Date: $

Funding Sources:	
Federal	$0
State	$0
Local	$1,655,000

Environmental Permitting	N/A
Right-of-Way Acquisition (Estimate)	N/A
County Forces (Estimate)	N/A

Due to the nature of this item, no map exists. Location of the new transportation projects will be determined in 2023.

Point Roberts Transportation Improvements
CRP # 910002

Construction Funding Year(s):	**2023**

Project Narrative:
Point Roberts is located in T40N and T41N, R3W. The proposed improvements would be specific to area needs and the development of projects to be funded by the Pt. Roberts Transportation Benefit District. This project is listed **#R15** on the 2023-2028 Six-Year Transportation Improvement Program.

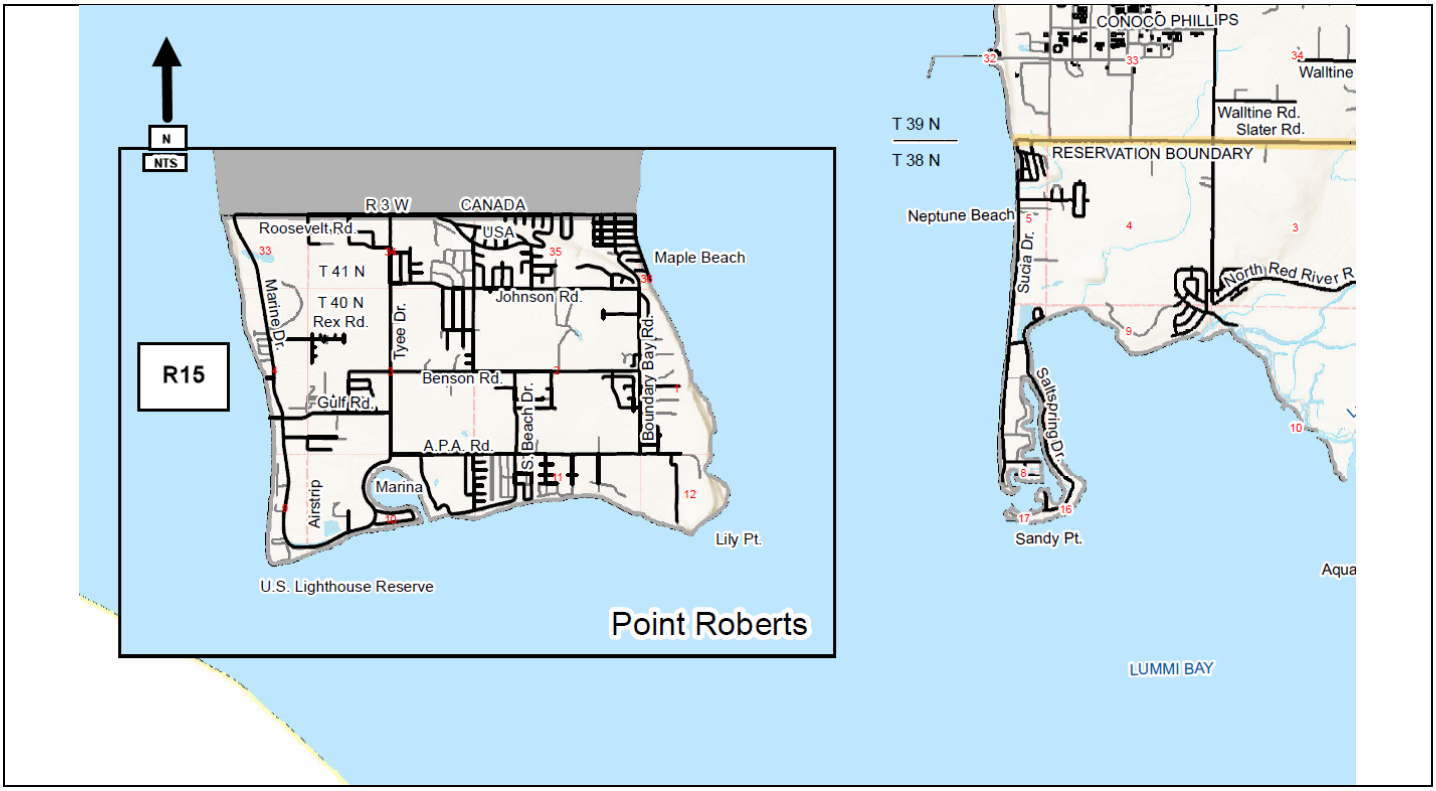
Project Status:
Public Works has assigned staff working with the Point Roberts Transportation Benefit District Advisory Committee to coordinate project evaluation, selection, and development.

Total Estimated Project Cost: $150,000

Expenditures to Date: $400

Funding Sources:	
Federal	$0
State	$0
Local	$150,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Innis Creek Road
CRP # 915014

Construction Funding Year(s):	TBD

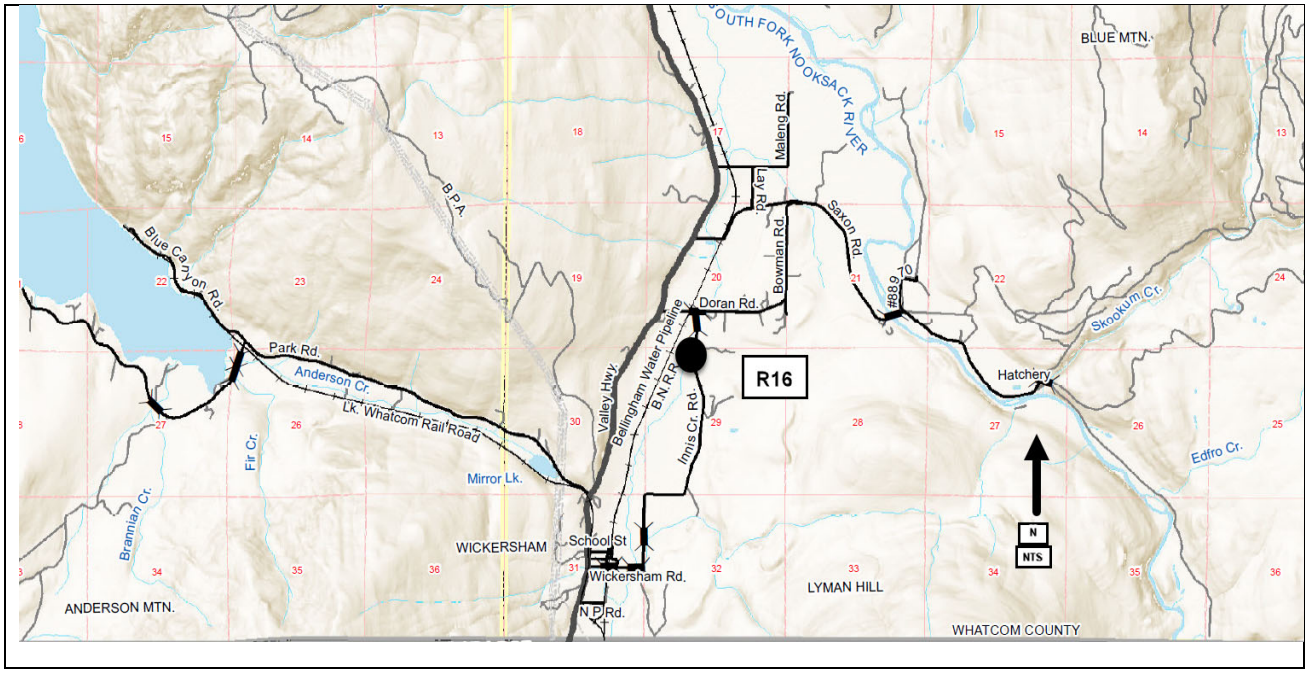
Project Narrative:
This project is located northeast of Wickersham in Section 29, T37N, R5E. The work involves raising a quarter mile section of Innis Creek Road to mitigate flooding issues. This project is listed **#R16** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
Preliminary design completed in 2019 with alternatives developed; however, environmental mitigation, due to presence of endangered species, has initiated re-evaluation of options.

Total Estimated Project Cost:	TBD
Expenditures to Date:	$ 71,000

Funding Sources:	
Federal	$0
State	$0
Local	$5,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Birch Bay Drive – Jackson Rd. to Shintaffer Rd.
CRP #921001

Construction Funding Year(s):	**2023**

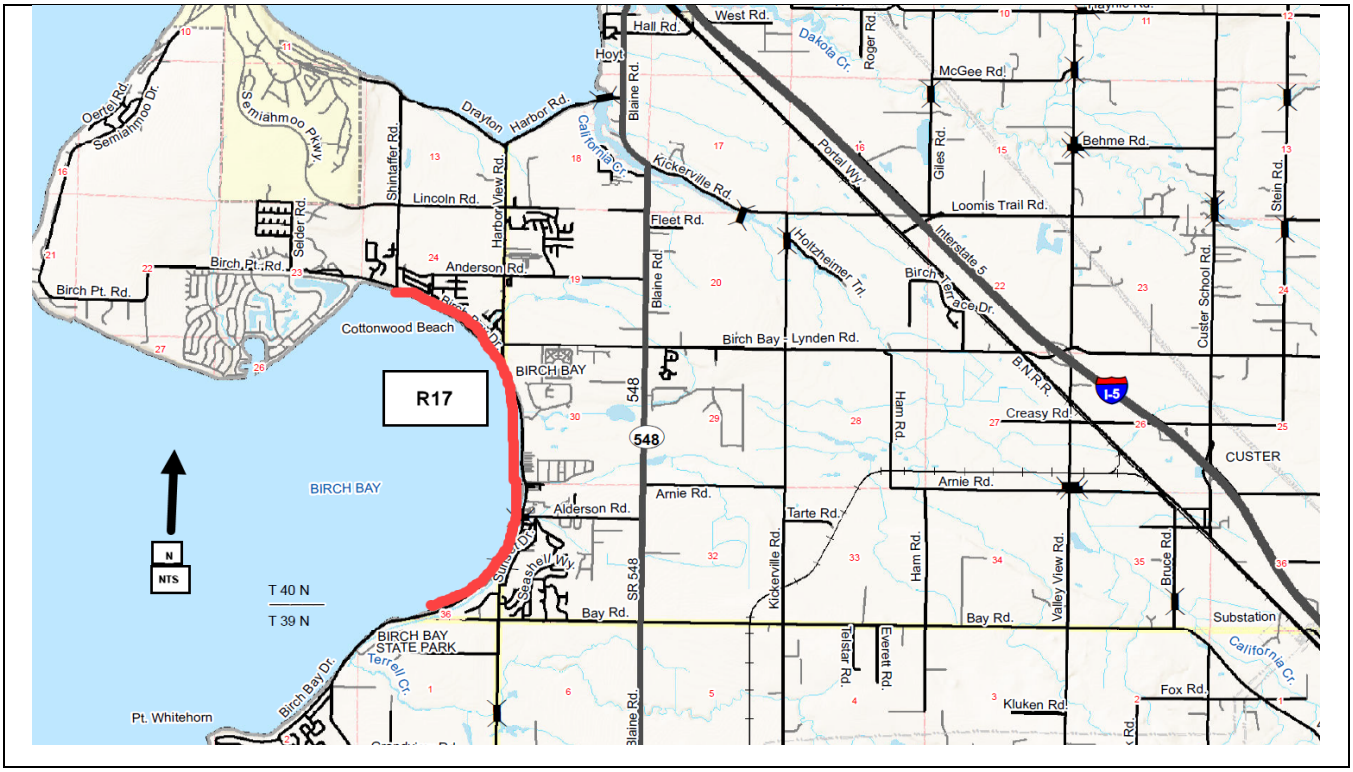
Project Narrative:
This project is located in Sections 24, 30, and 31 of T40N, R1E. The work involves pavement rehabilitation of approximately 2.5 miles of roadway through a grind/repave operation. This project is listed **#R17** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Project design is 90% complete. Design and permitting are expected to be completed by Spring 2023. Construction is expected to take place in Summer of 2024 and will be performed in conjuction with the Birch Bay Dr Crosswalk project, #R13 on the 2023-2028 Six-Year Transportation Improvement Program.

Total Estimated Project Cost:	$2,385,000
Expenditures to Date:	$ 17,180

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$2,385,000

Environmental Permitting	SEPA, Shorelines
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	TBD



Marine Drive
Alderwood Ave to Bridge 172
Reconstruction and Bike/Ped Facilities
CRP # 921002

Construction Funding Year(s):	**2026**

Project Narrative:
This Marine Drive project is located between Alderwood Avenue and Bridge 172 in Section 15 and 45 of T38N, R2E. The work involves reconstruction of approximately 0.6 mile of roadway with emphasis on bike/pedestrian and stormwater quality enhancements. This project is listed **#R18** on the 2023-2028 Six-Year Transportation Improvement Program.

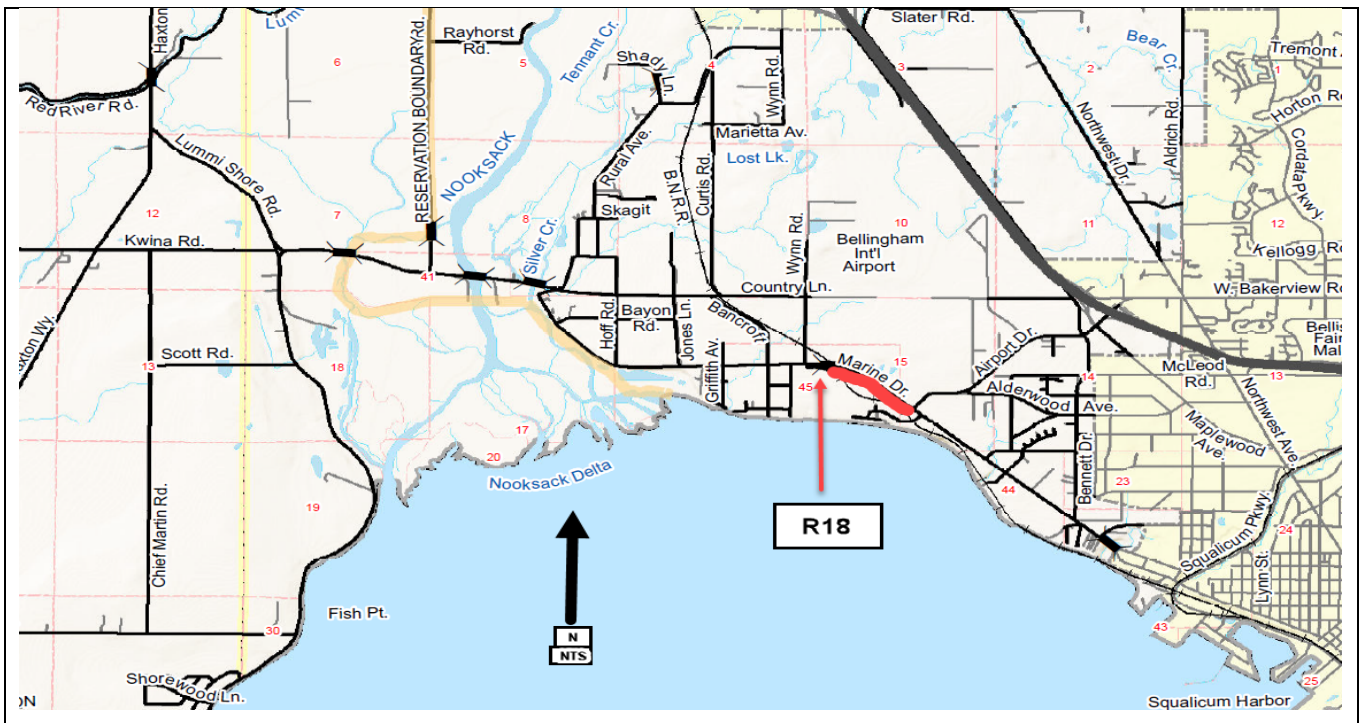
Project Status: Design and permitting is expected to begin in 2024. Construction is expected to begin in summer 2026.

Total Estimated Project Cost: $4,550,000

Expenditures to Date: $0

Funding Sources:	
Federal	$800,000 (STBG and TA)
State	$0
Local	$3,750,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	$500,000
County Forces (Estimate)	N/A



Turkington Road/Jones Creek
CRP # 915013

Construction Funding Year(s):	**2023**

Project Narrative:
This project is located in Sections 6 & 7, T37N, R5E. This work involves completing design of road and bridge modifications in this area in coordination with a debris flow berm project being developed by the River and Flood Division. The project is listed **#R19** on the 2023-2028 Six-Year Transportation Improvement Program.

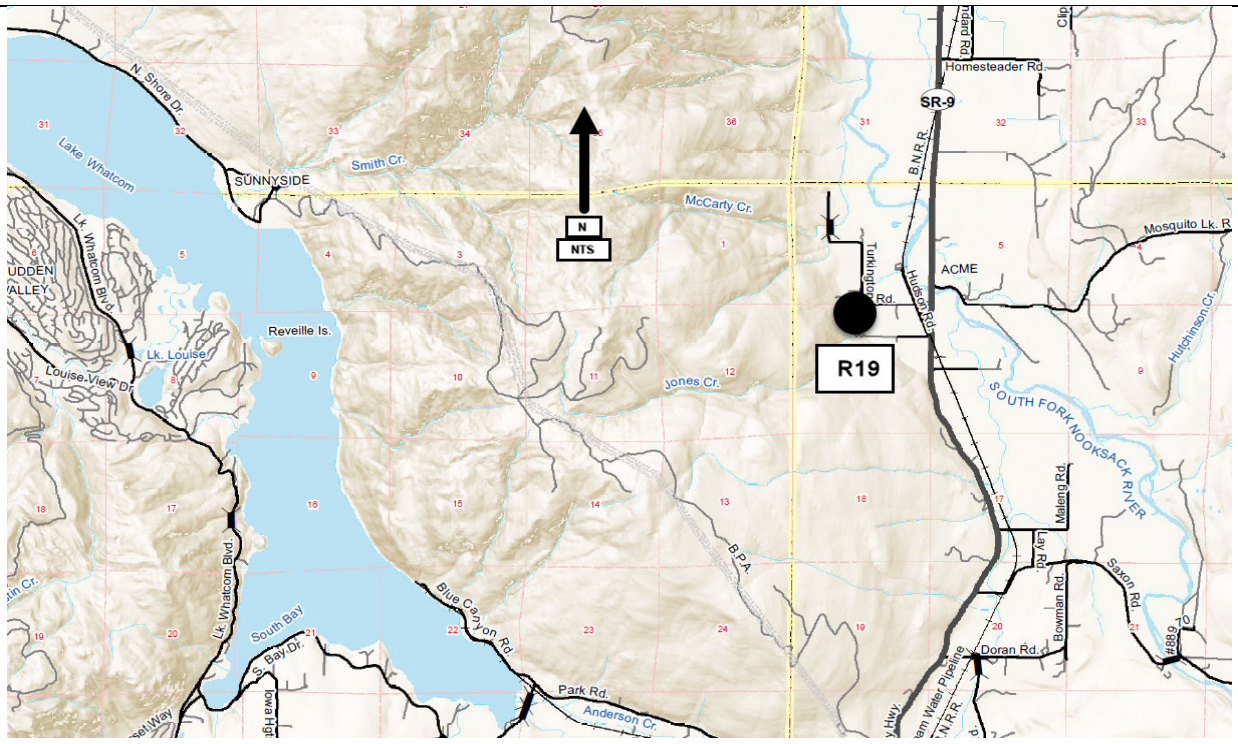
Project Status:
Design work and ROW acquisition work is underway by the River & Flood Division, and both phases are expected to be completed in 2022. Construction is dependent on grant funding, and a grant application for construction funding has been submitted to the State DOE Floodplains By Design program. Construction is scheduled to begin in 2023.

Total Estimated Project Cost: $ 300,000

Expenditures to Date: $0

Funding Sources:	
Federal	$0
State	$0
Local	$300,000

Environmental Permitting	BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A



Truck Road
Flood Damage Repair
CRP 921003

Construction Funding Year(s): **2023**

Project Narrative:
This project is located in Sections 6 & 7, T37N, R5E. The project is listed **#R20** on the 2023-2028 Six-Year Transportation Improvement Program. During high-water events of the 2017/2018 winter, the North Fork Nooksack River eroded the unprotected bank of Truck Road to within 13 feet of the roadway surface. This prompted an emergency project to construct a passive riprap revetment underneath a section of the roadway to provide immediate protection. Flooding during 2020 eroded the remaining bank exposing the recently constructed riprap revetment and destabilizing a portion of the north bound lane. Jersey barriers were placed by county crews to block off this lane to traffic. The FCZD is evaluating road realignment and bank stabilization alternatives to provide a long-term solution in this area.

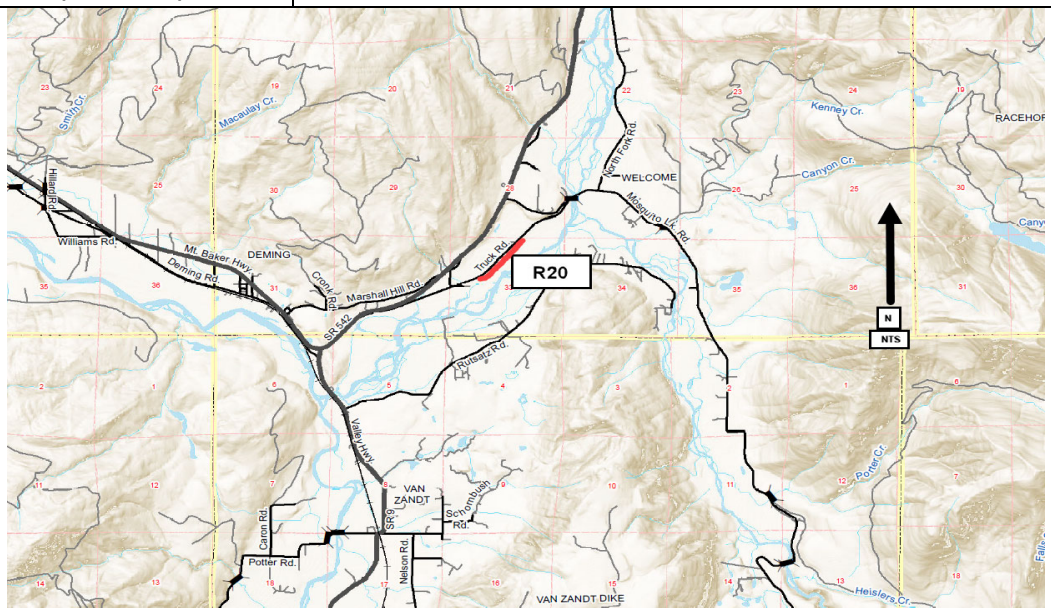
Project Status: Construction of the road setback is anticipated to occur in 2023. The FCZD is seeking FEMA funds to partially fund the project. Project costs listed are for design only, with the 6-Yr TIP costs supporting only a portion of the unfunded design effort.

Total Estimated Project Cost: $ 70,000

Expenditures to Date: $0

Funding Sources:	
Federal	**$0**
State	**$0**
Local	**$70,000**

Environmental Permitting	BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A



Abbott Road/Levee Improvements
CRP # 919002

Construction Funding Year(s):	**TBD**

Project Narrative:
This project is located in Section 27, T40N, R3E. This project proposes to stabilize an approximately 600-LF section of the left bank of the Nooksack River adjacent to Abbott Road and to extend the upstream end of the Abbott Levee and realigned it to run under Abbott Road. This project is listed **#R21** on the 2023-2028 Six-Year Transportation Improvement Program.

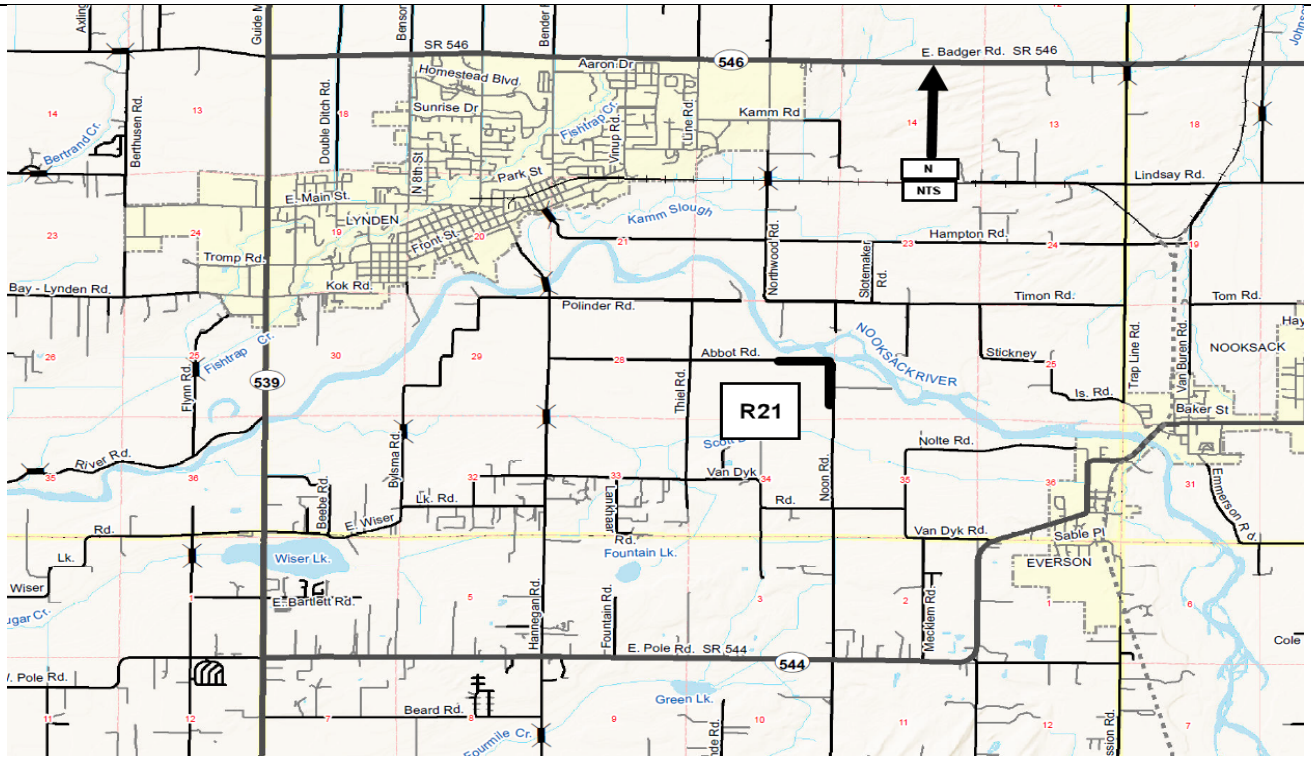
Project Status: The project managed by the River and Flood section and is currently in the preliminary engineering design phase. The FCZD has contracted with an engineering consultant to design measures to help arrest the ongoing erosion. The reach assessment will also provide the technical basis for developing alternatives for upstream improvements as Phase 2. The 6-Yr TIP will only show the portion of road fund support for the design effort.

Total Estimated Project Cost: $10,000

Expenditures to Date: $0

Funding Sources:	
Federal	$
State	$
Local	$10,000

Environmental Permitting	HPA, ACOE, Shorelines, SEPA
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Ferndale Road/Levee Improvements
CRP # 919001

Construction Funding Year(s):	**TBD**

Project Narrative:
This project is located in Sections 30 and 31, T39N, R2E. This project includes reconstruction of 1.2 miles of levee including the Ferndale Levee and Ferndale Treatment Plant Levee segments. The new levee will be set back slightly to Ferndale Road with the roadway serving as the crest of the levee. This project is listed **#R22** on the 2023-2028 Six-Year Transportation Improvement Program.

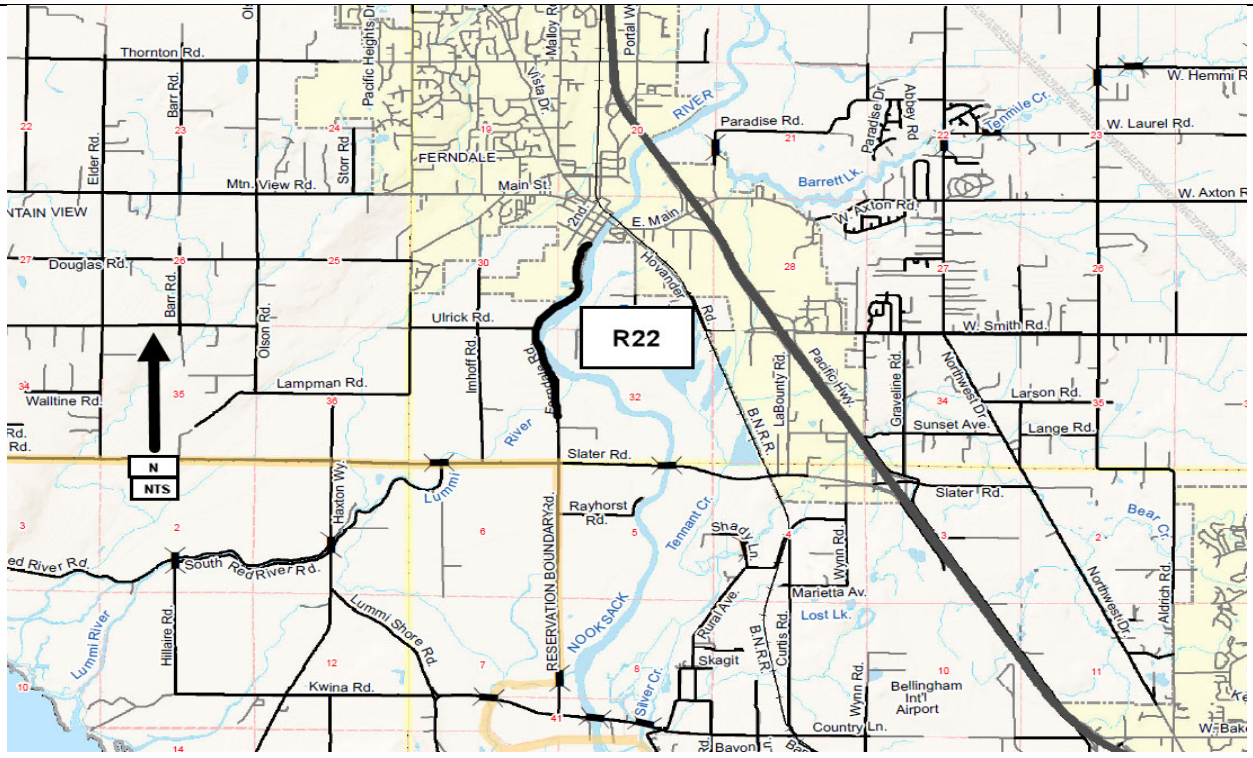
Project Status: Due to the high cost, outside funding will be sought. The WCFCZD will pursue funding through the Floodplains by Design grant program administered by the DOE. The 6-Yr TIP will only show the road fund support for the design effort.

Total Estimated Project Cost: $10,000

Expenditures to Date: $0

Funding Sources:	
Federal	$
State	$
Local	$10,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Lake Louise Rd., Austin Street to Lake Whatcom Blvd.
Pavement Rehabilitation
CRP #921004

Construction Funding Year(s):	**2024**

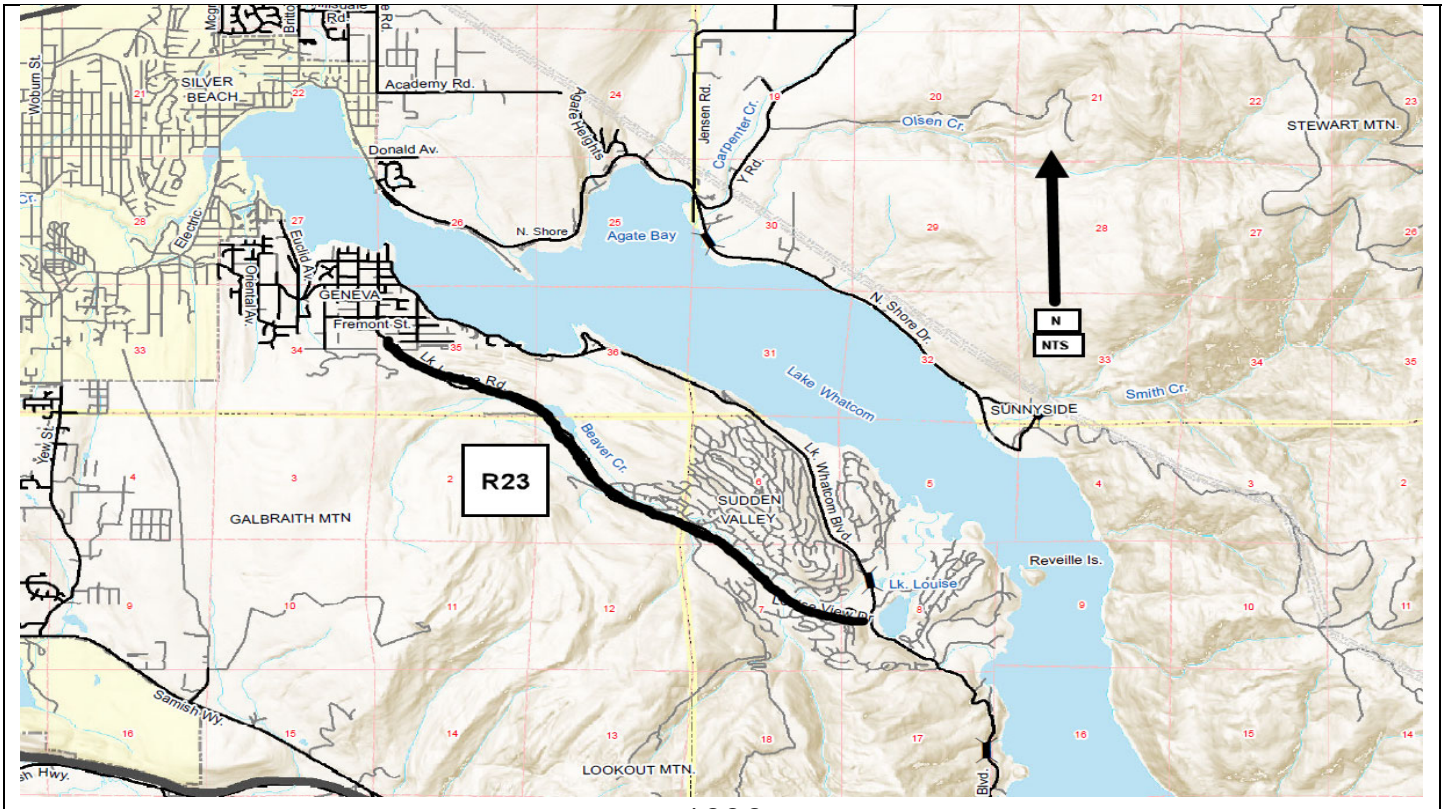
Project Narrative:
The Lake Louise Rd. , Austin St. to Lake Whatcom Blvd. project is located in Sections 35 and 36 of Township 38N , Range 3E and Sections 1, 6, 7, and 8 of Township 37N, Range 4E. The work will involve the pavement rehabilitation of approximately 4.06 miles of roadway and culvert replacements for fish passage. This project is listed **#R23** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design work will begin in 2023, with construction planned for summer of 2024.

Total Estimated Project Cost:	$2,795,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$2,795,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$20,000
County Forces (Estimate)	TBD



Austin Street, Lake Louise to Cable
Pavement Rehabilitation with ADA Improvements
CRP #921005

Construction Funding Year(s):	**2024**

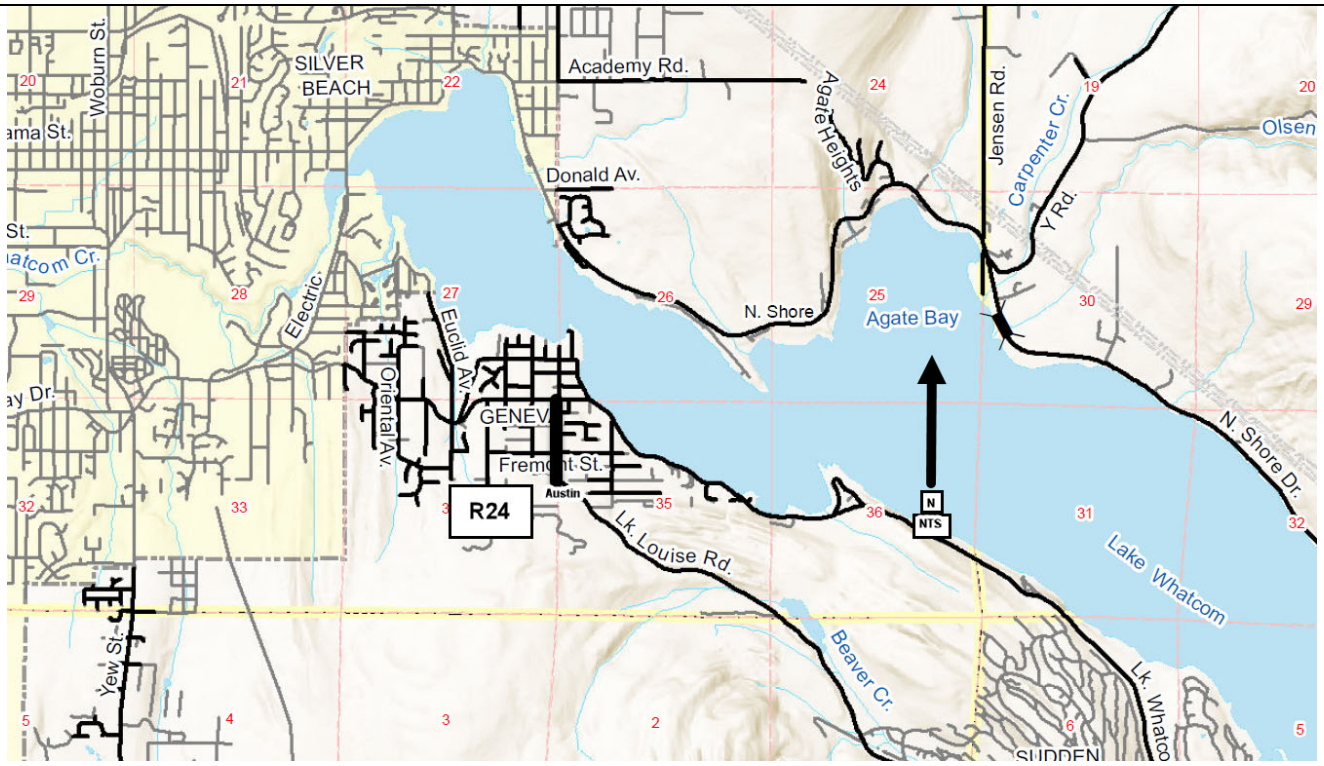
Project Narrative:
This Lakeway Drive/Terrace, City of Bellingham to Cable St. project is located in Sections 34 and 35 of T38N, R3E. The work will involve the structural overlay of approximately 0.4 miles of roadway along with ADA barrier improvements. This project is listed **#R24** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in 2023, with Construction planned for 2024.

Total Estimated Project Cost:	$910,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$910,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$20,000
County Forces (Estimate)	TBD



Northwest Drive, Slater Rd. to Axton Rd.
Pavement Rehabilitation
CRP #Not Assigned

Construction Funding Year(s):	**TBD**

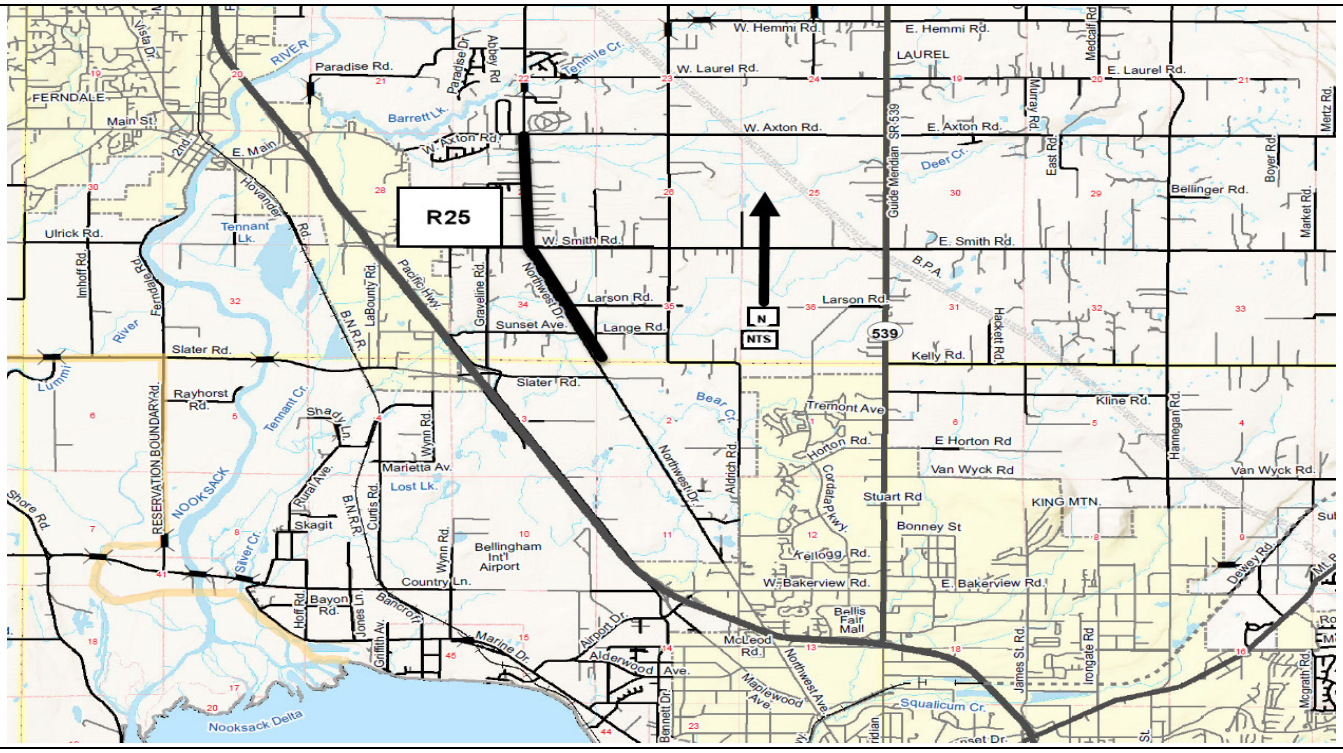
Project Narrative:
This Northwest Drive, Slater Rd. to Axton Rd. project is located in Section 3, T38N, R2E and Section 34 and 27 in T39N, R2E . The work will involve the structural overlay of approximately .79 miles of roadway along with other minor improvements. This project is listed **#R25** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design work will start in 2023, with additional coordination with Facilities to have a pavement rehabilitation project available to implement when construction activity benefits all proposed improvements in the area.

Total Estimated Project Cost:	$70,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$70,000

Environmental Permitting	SEPA,
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	TBD



Axton Road, City of Ferndale to SR 539
Pavement Rehabilitation
CRP #Not Assigned

Construction Funding Year(s):	**TBD**

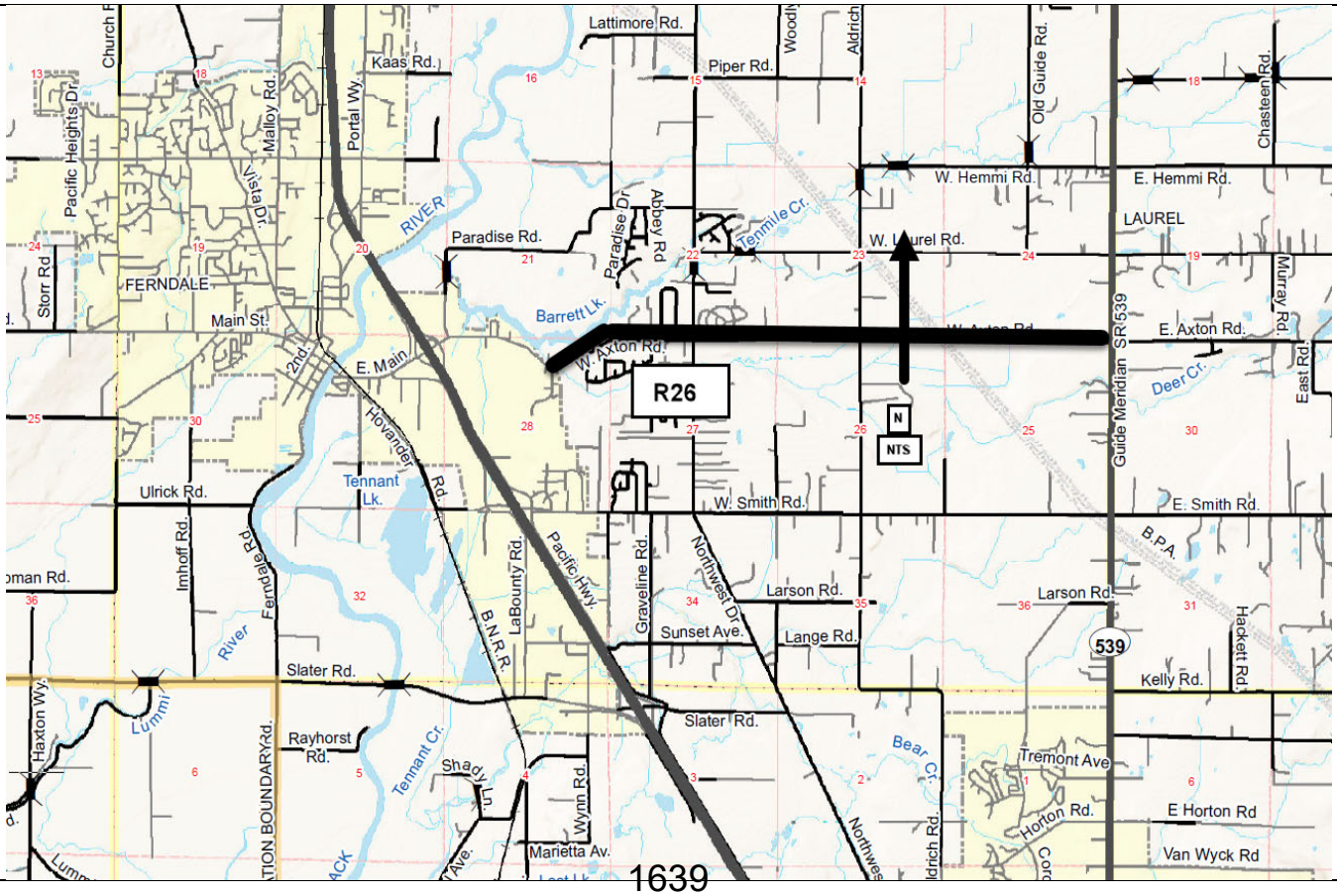
Project Narrative:
This Axton Road, City of Ferndale to SR 539 project is located in Sections 22, 23, 24, 25, 26, 27 and 28 or T39N, R2E. The work will involve the structural overlay of approximately 2.27 miles of roadway along with other minor improvements. This project is listed **#R26** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design work will begin in 2025.

Total Estimated Project Cost:	$ TBD
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$5,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	TBD



Whatcom County Public Works
Project Narrative

Hampton Road, City of Lynden to Van Buren
Pavement Rehabilitation
CRP #Not Assigned

Construction Funding Year(s):	**2025**

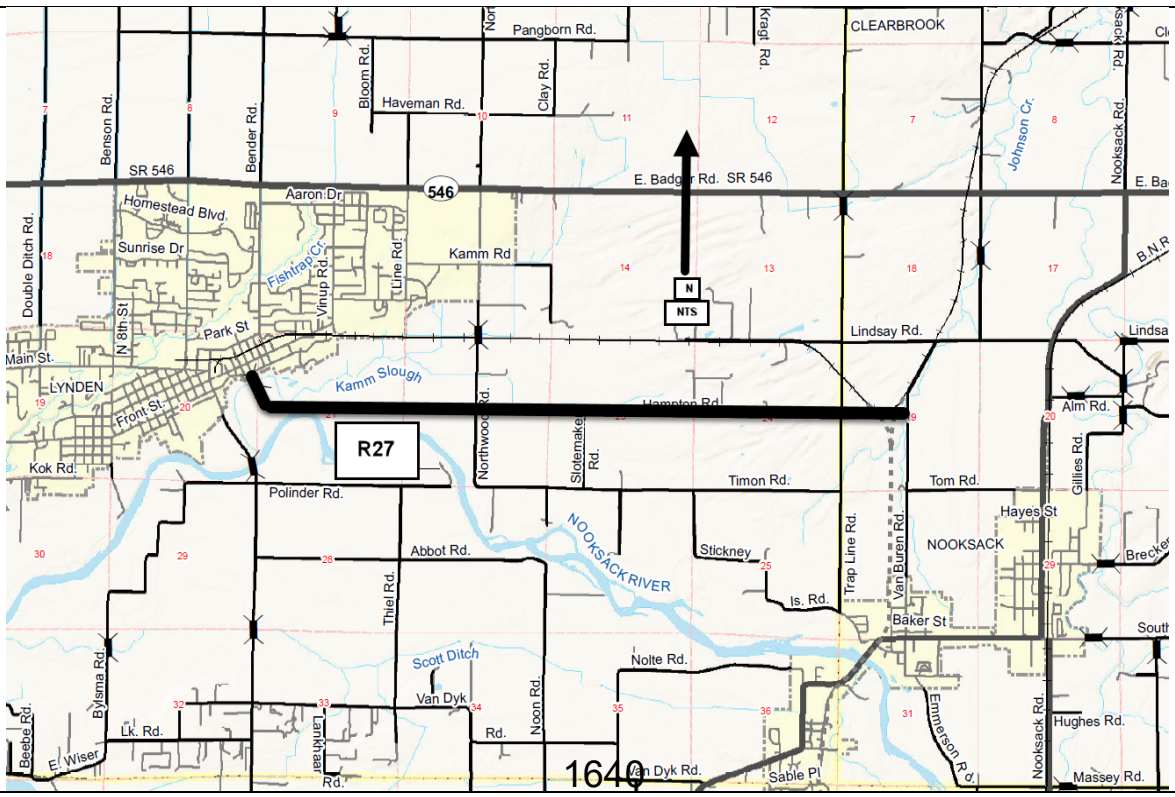
Project Narrative:
This project is located on Hampton Road, from the City of Lynden urban area boundary to Van Buren. The work will involve the structural overlay of approximately 4.65 miles of roadway along with other minor improvements. This project is located in Sections 21, 22, 23, and 24 of T40N, R3E and Section 19 of T40N, R4E. This project is listed **#R27** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design scheduled to begin in 2023, with Construction planned for Summer of 2025.

Total Estimated Project Cost:	$2,400,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 0
State	$ 690,000 (RATA)
Local	$1,710,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	TBD



Everson Goshen Road, Smith Rd. to Pole Rd.
Pavement Rehabilitation
CRP #Not Assigned

Construction Funding Year(s):	**TBD**

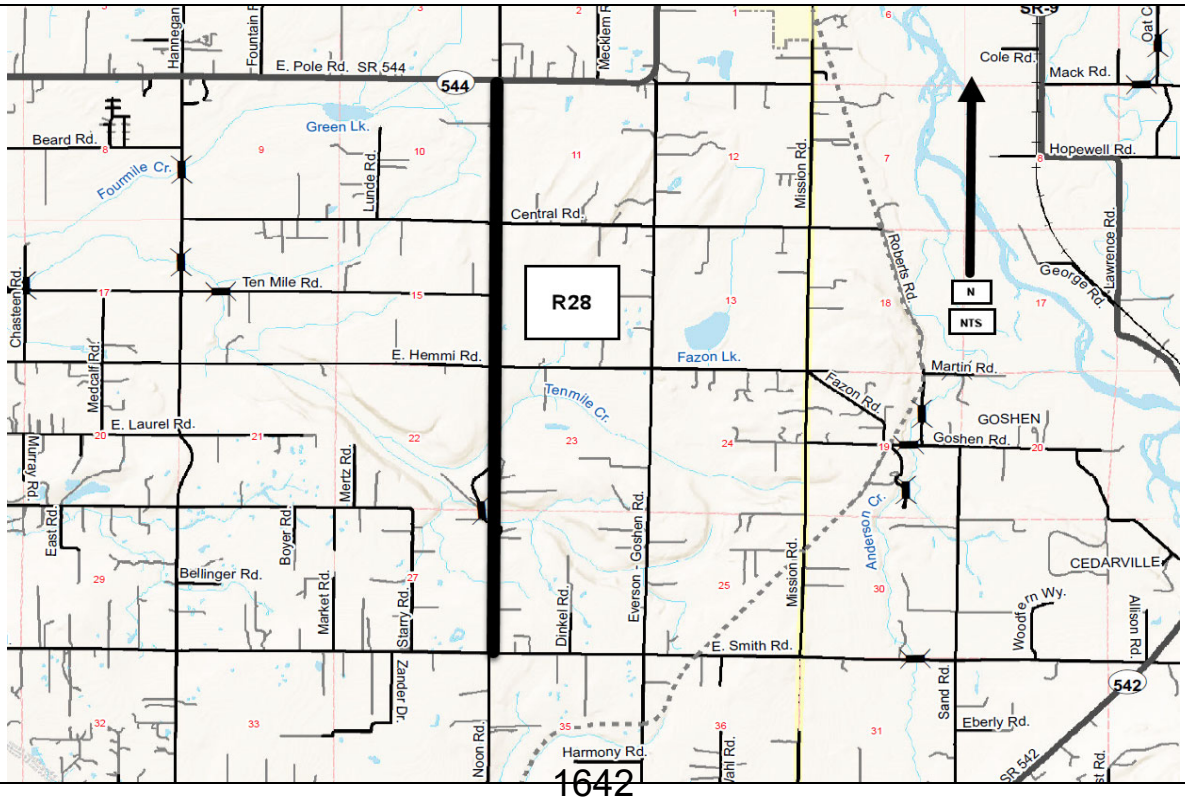
Project Narrative:
This Everson Goshen Rd., Smith Rd. to Pole Rd. project is located in Sections 26, 25, 23, 24, 14, 13, 11,12 of T39N, R3E. The work will involve the structural overlay of approximately 4.09 miles of roadway along with other minor improvements. This project is listed **#R28** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design work will occur in 2026.

Total Estimated Project Cost:	$2,215,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$2,215,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	TBD



Lakeway Drive/Terrace, City of Bellingham to Cable Pavement Rehabilitation
CRP #Not Assigned

Construction Funding Year(s):	**TBD**

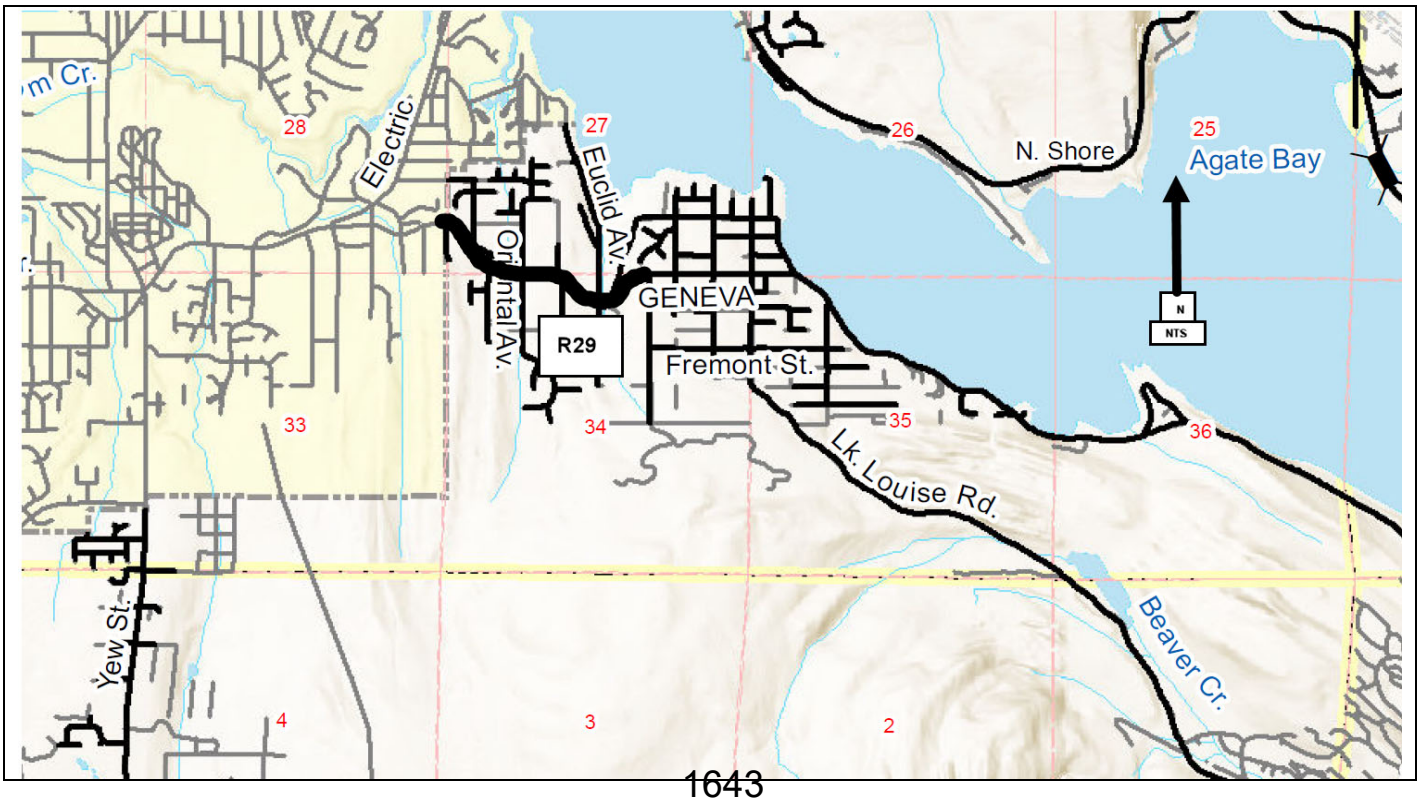
Project Narrative:
This Lakeway Drive/Terrace, City of Bellingham to Cable St. project is located in Sections 27 and 34 of T38N, R3E. The work will involve the structural overlay of approximately 0.79 miles of roadway along with other minor improvements. This project is listed **#R29** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design work will begin in 2026.

Total Estimated Project Cost:	$725,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$725,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	TBD



Lakeway Drive Corridor Improvements
Preliminary Engineering Study
CRP # 921019

Construction Funding Year(s): **TBD**

Project Narrative:
This project is located in Sections 27 and 34, T38N, R3E. This project proposes to evaluate the County's 1.4 miles of Lakeway Drive to coordinate with the proposed re-channelization of Lakeway Drive within the city limits. In addition, intersection Level of Service and ADA compliance will be evaluated in the corridor. This project is listed **#R30** on the 2023-2028 Six-Year Transportation Improvement Program.

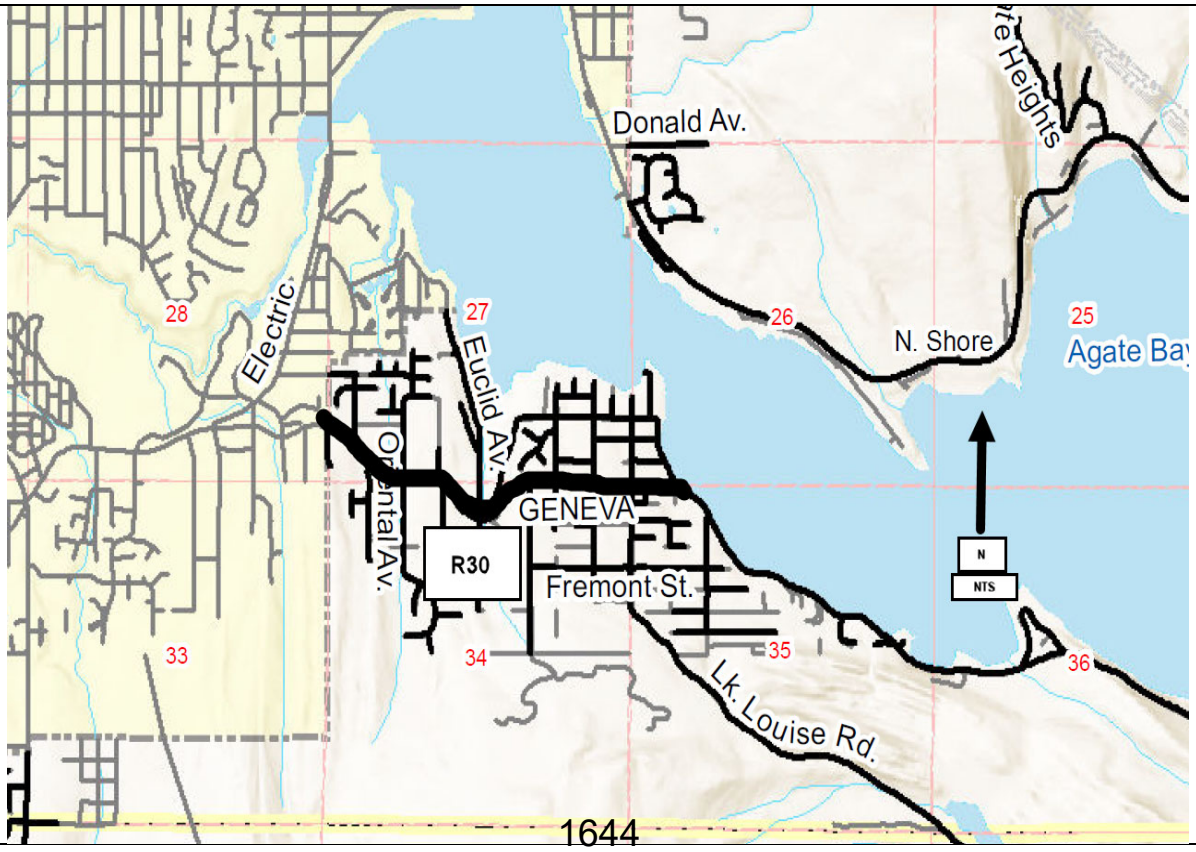
Project Status: Close coordination with the City of Bellingham on their channelization plans and associated construction activities will drive the preliminary engineering efforts in the County.

Total Estimated Project Cost: $10,000

Expenditures to Date: $0

Funding Sources:	
Federal	$0
State	$0
Local	$10,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Lincoln Road II
Harborview Road to SR 548(Blaine Road)
Reconstruction and New Alignment
CRP # 908011

Construction Funding Year(s):	**TBD**

Project Narrative:
This Lincoln Road project, from Harborview Road to SR 548 (Blaine Rd), is located in Sections 18 and 19 of T40N, R1E. The work involves improvements to a 1 mile section that includes road reconstruction, new roadway alignment, safety upgrades, and storm water quality and quantity treatment. This project is listed **#R31** on the 2023-2028 Six-Year Transportation Improvement Program.

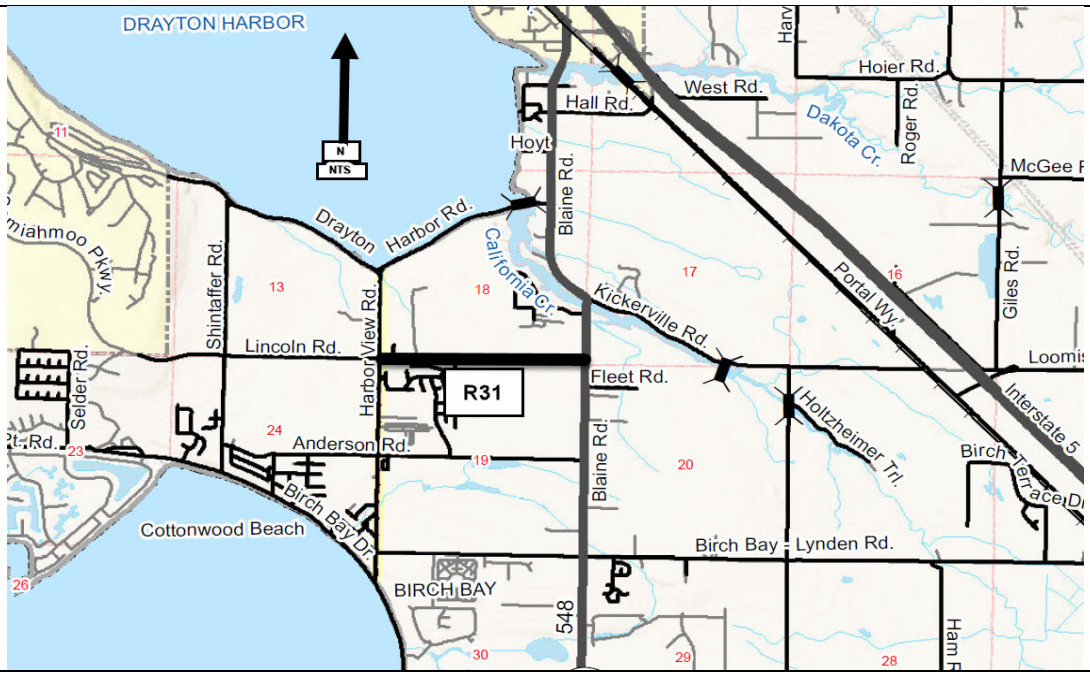
Project Status:
Design, permitting, R/W and construction time frames would be contingent on availability of additional grant monies, coordination with WSDOT on their improvements to Blaine Road, and wetland mitigations issues. Major intersection revisions at Harborview and Blaine Roads will need serious consideration when this project moves forward.

Total Estimated Project Cost: $ TBD

Expenditures to Date: $0

Funding Sources:	
Federal	$0
State	$0
Local	$10,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Slater Road, Lake Terrell Road to Haxton Way
Pavement Rehabilitation
CRP #Not Assigned

Construction Funding Year(s):	**2027**

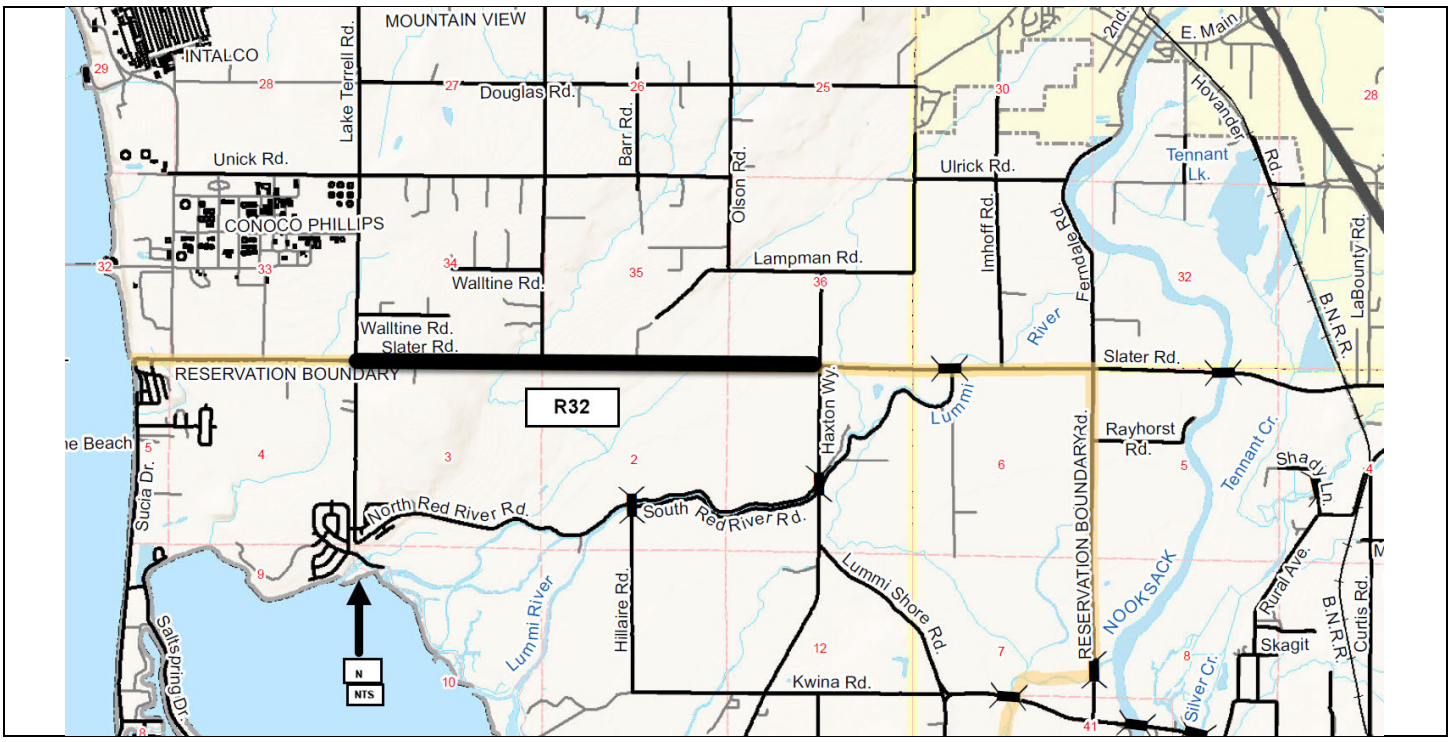
Project Narrative:
This project is located on Slater Road, from Lake Terrell Road to Haxton Way. The work will involve the overlay of approximately 2.50 miles of roadway along with other minor improvements. This project is located in Sections 34, 35, and 36 of T39N, R3E and Sections 1, 2, and 3 of T38N, R1E.This project is listed **#R32** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design work will begin in 2027.

Total Estimated Project Cost:	$15,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$15,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A



Small Area Paving
Bridge Approach, Pavement Rehabilitation, Minor Widening
CRP #Not Assigned

Construction Funding Year(s): **2023**

Project Narrative:
This work will address multiple locations throughout Whatcom County that are in need of corrections to settling bridge approaches, minor widening for safety issues, and pavement rehabilitation. This project is listed **#R33** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Working with the Maintenance & Operations Division to scope out potential projects.

Total Estimated Project Cost: $650,000

Expenditures to Date: $ 0

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$650,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A

Due to the nature of this item, no map exists. Final locations of the Small Area Paving sites will be determined in late 2022/early 2023.

Birch Bay Lynden Road, Rathbone Road to Lynden City Limits
Pavement Rehabilitation
CRP #Not Assigned

Construction Funding Year(s):	**2025**

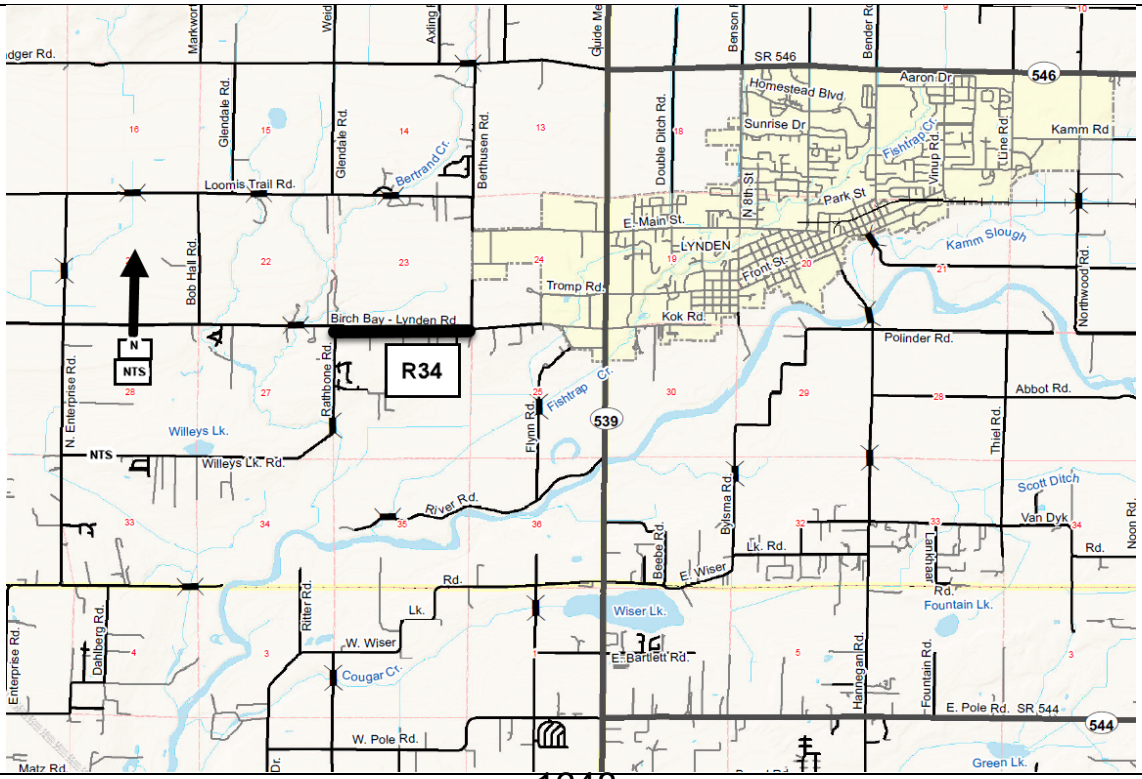
Project Narrative:
This project is located on Birch Bay Lynden Road, from Rathbone Road to Berthusen Road. The work will involve the structural overlay of approximately 1.50 miles of roadway along with other minor improvements. This project is located in Sections 23 and 26 of T40N, R2E.This project is listed **#R34** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design work will begin in late 2023, with Construction planned for Summer of 2025.

Total Estimated Project Cost:	$1,015,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$1,015,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A



North Shore Road
Bellingham City Limits to Y Road
CRP # 902007

Construction Funding Year(s):	**TBD**

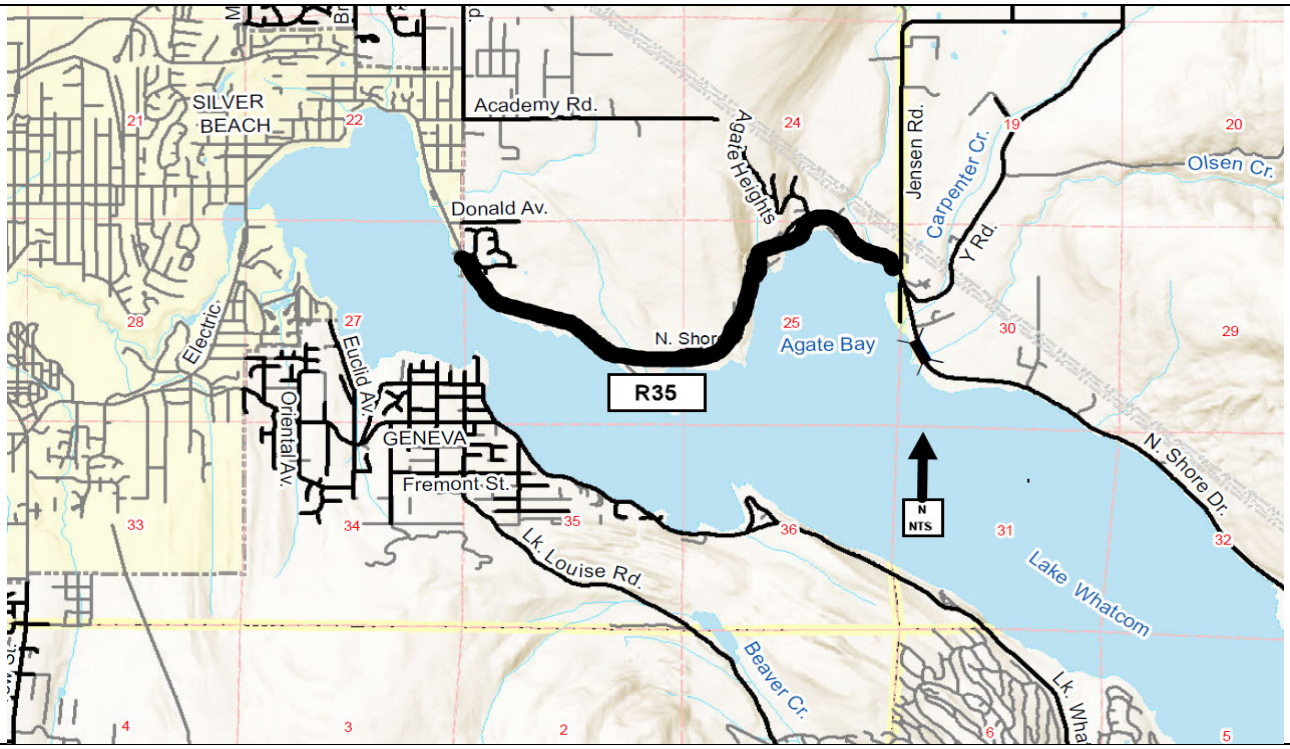
Project Narrative:
This project is located in Sections 25 and 26, T38N, R3E. The work will involve improvements to a 2.87 mile section of the North Shore Road from the Bellingham City Limits to 'Y' Road, including: various improvements to address horizontal and vertical alignment deficiencies; spot safety upgrades, and stormwater quality treatment. This project is listed **#R35** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
Preliminary design expected to begin in 2026.

Total Estimated Project Cost:	**TBD**
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$0
State	$0
Local	$10,000 (Grant funding will be sought)

Environmental Permitting	SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Whatcom County Public Works
Project Narrative

South Pass Road
2020 Flood Damage Repair
CRP #921007

Construction Funding Year(s):	**2024**

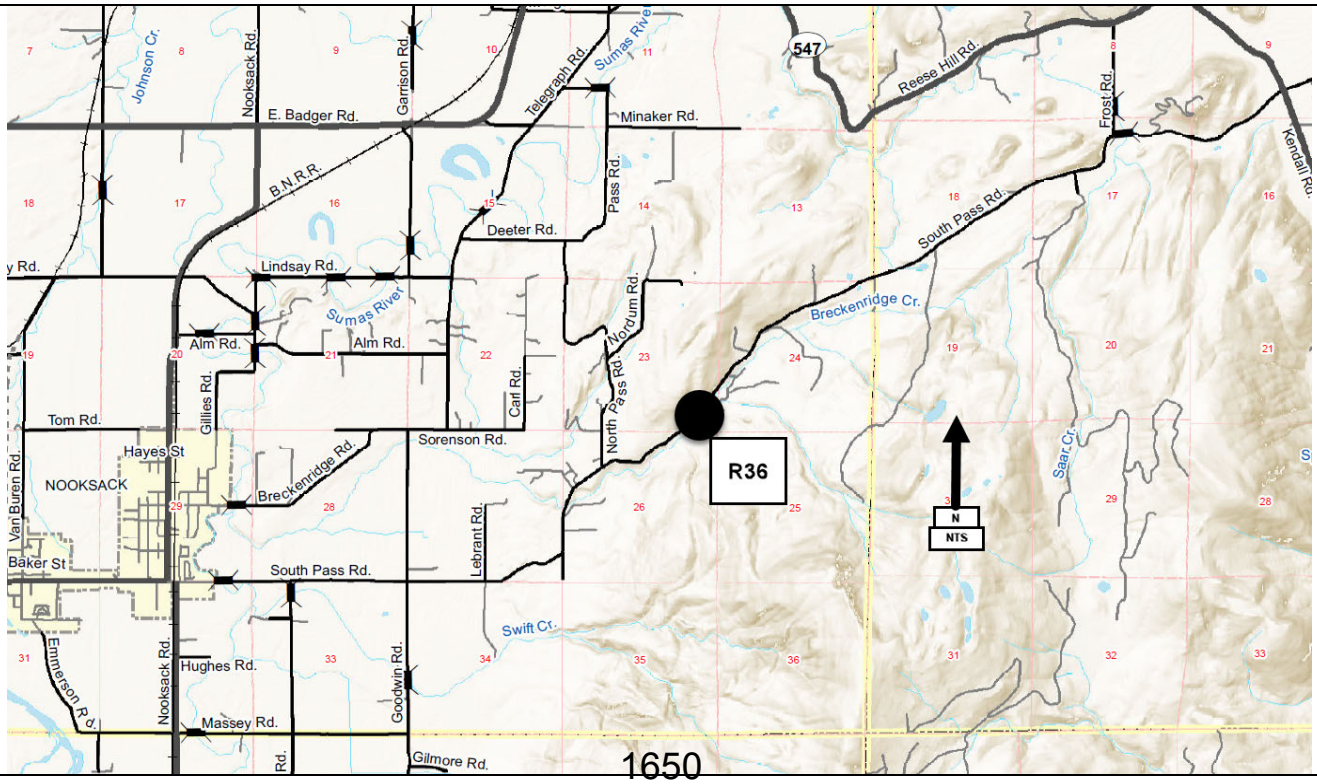
Project Narrative:
This project was a result of a storm event in February of 2020, which damaged the 'on-system' road and allowed for federal Emergency Relief (ER) grant funding to be received. The project is located on South Pass Rd in Section 23, T40N, R4E. The project is listed **#R36** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design work has been initiated in 2021, and will continue into 2023 along with permitting, for a planned Construction effort in 2024.

Total Estimated Project Cost:	$455,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$380,000
State	$ 0
Local	$75,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A



Everson Goshen Road & E. Smith Road
Intersection Improvements
CRP #Not Assigned

Construction Funding Year(s):	**TBD**

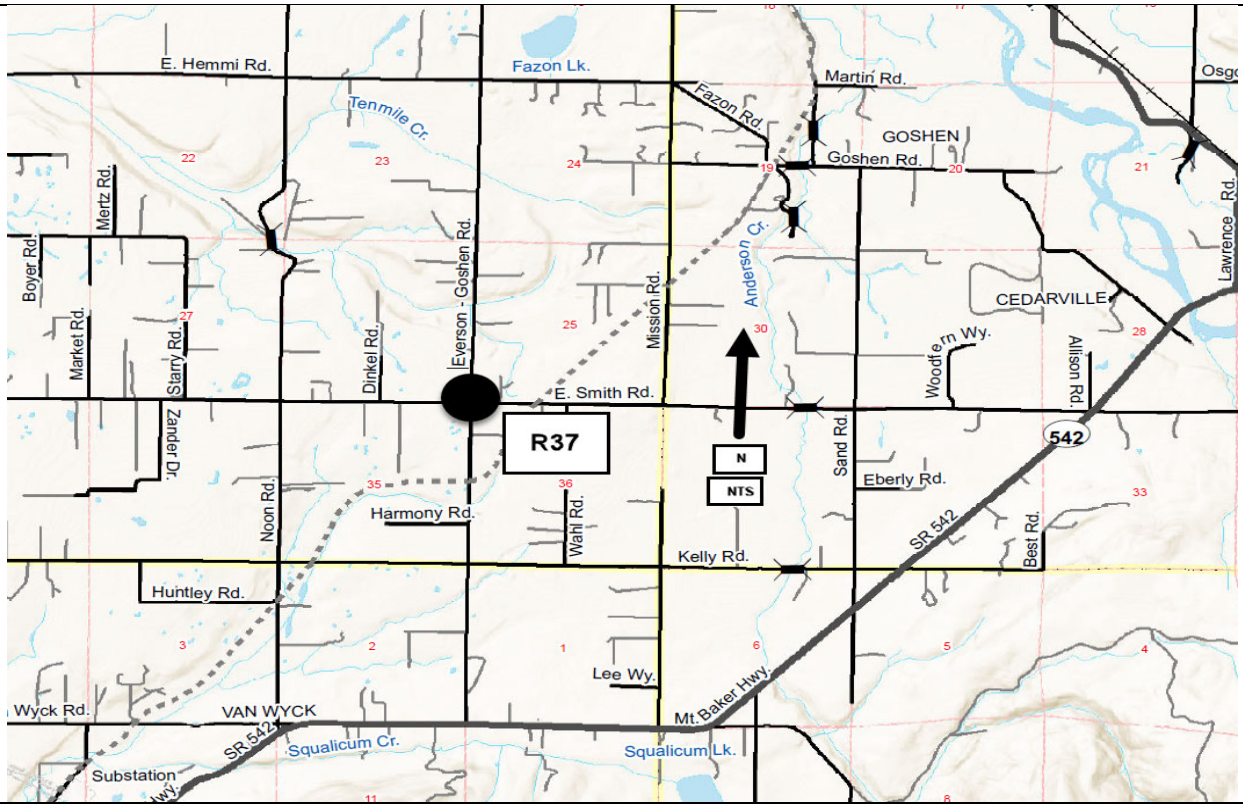
Project Narrative:
The intersection of Everson Goshen Road & East Smith is located in Sections 25, 26, 35 and 36 of T39N, R3E. The project work entails intersection improvements to improve traffic flow and safety. This project is listed **#R37** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Project scoping and preliminary analysis will begin in 2025.

Total Estimated Project Cost:	$ 10,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$10,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A



Birch Bay Drive/Lora Lane
Culvert Replacement
CRP #Not Assigned

Construction Funding Year(s):	**TBD**

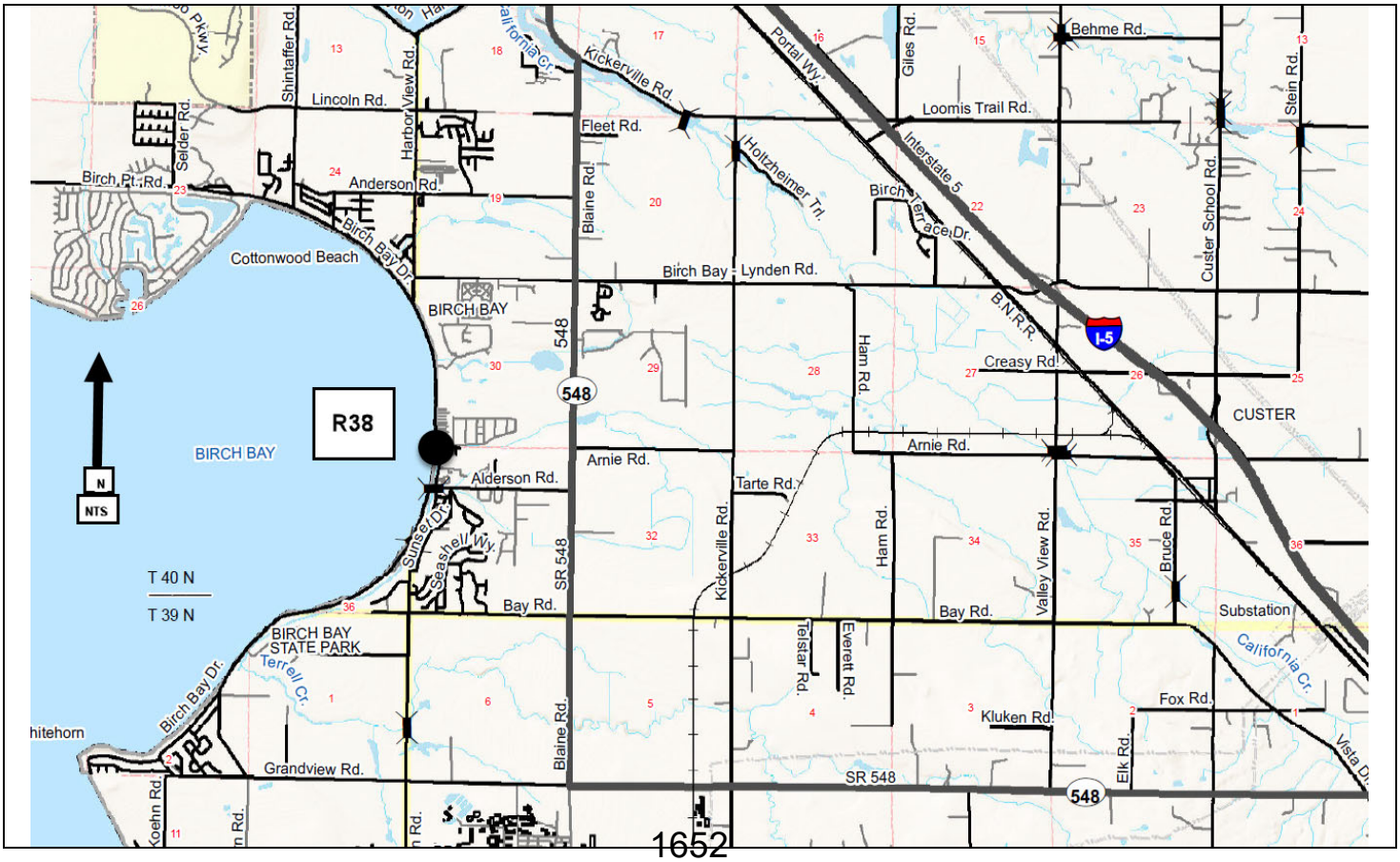
Project Narrative:
This project is located on Birch Bay Drive, near the intersection of Lora Lane and the outfall of Terrell Creek into Birch Bay. The work entails the installation of a large diameter cross culvert under Birch Bay Drive to replace a failing corrugated metal pipe. The roadway work is in conjuction with a larger planned Stormwater Project to address multiple drainage issues in this area. The project is located in Sections 30 & 31, T40N, R1E, and is listed as **#R38** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status:
The Stormwater Division is leading a multiple drainage improvement project in the area, and this cross culvert replacement is a road fund related component of the project. The Engineering Division will contribute to the Stormwater Division for this culvert portion of the work when design, permitting and R/W phases are completed.

Total Estimated Project Cost:	$TBD
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$0,000
State	$ 0
Local	$30,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A



Birch Bay Lynden Rd/Kickerville Rd.
Intersection Improvements
CRP #Not Assigned

Construction Funding Year(s):	**2026**

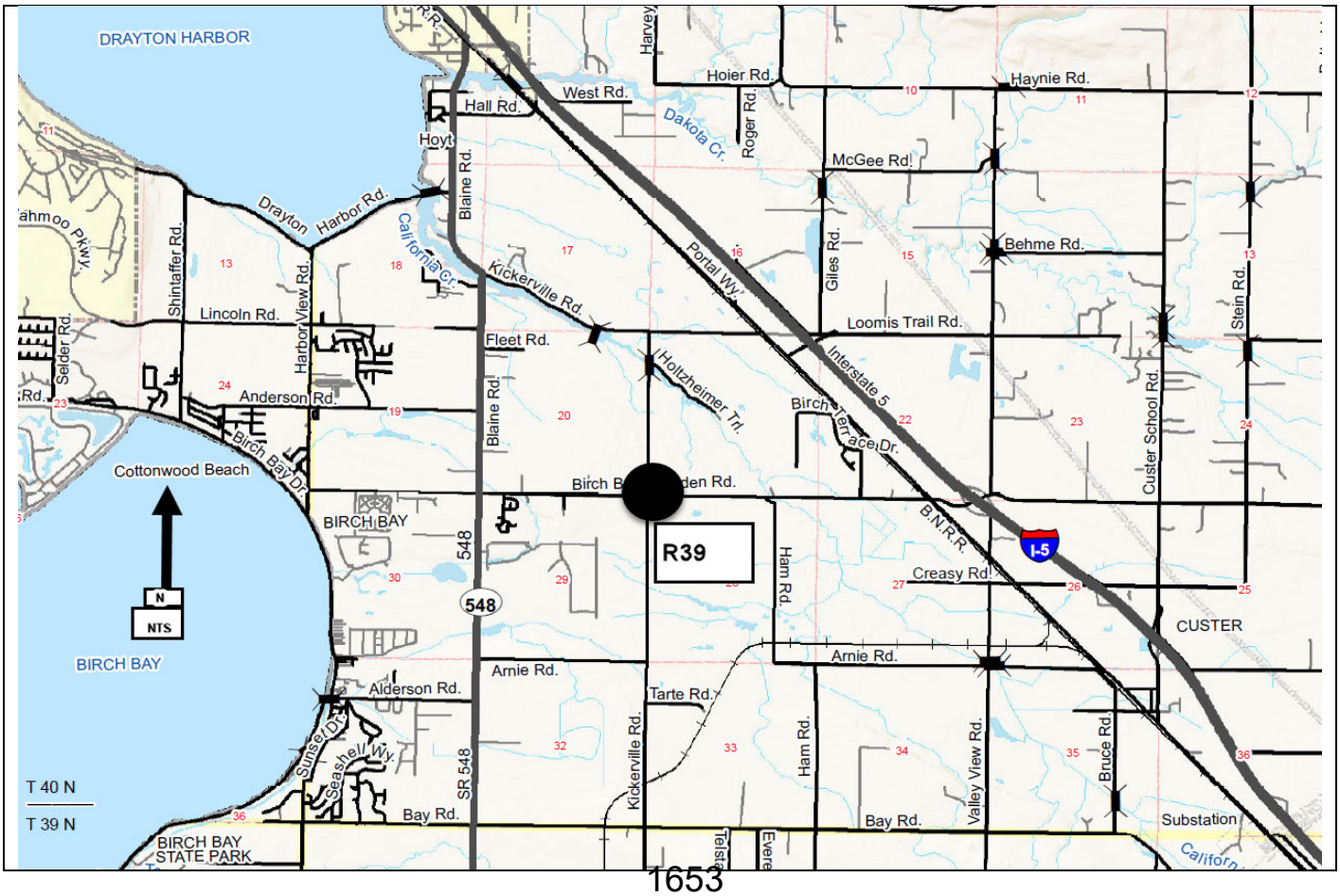
Project Narrative:
This busy intersection is being reviewed for Level of Service and safety improvements. The project was submitted for federal Highway Safety Improvement Program (HSIP) grant funds during the summer of 2021. This project is listed **#R39** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Design and permitting will be initiated in 2023. Construction is expected to take place in summer 2024.

Total Estimated Project Cost:	$1,325,000
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$ 940,000 (HSIP)
State	$ 0
Local	$385,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	$65,000
County Forces (Estimate)	N/A



Corridor Intersection Alternatives Analysis (6 ea)
Birch Bay Lynden Rd/Berthusen Rd; Birch Bay Lynden Rd/Enterprise Rd; Bay Rd/Kickerville Rd; Bay Rd/Valley View Rd; Hannegan Rd/Hemmi Rd; Hannegan Rd/VanWyck Rd
Intersection Improvements
CRP # Not Assigned

Construction Funding Year(s):	**TBD**

Project Narrative:
This entry addresses the review of two (2) intersections on each of three (3) main corridors in Whatcom County. At each of the six (6) intersections, an alternatives analysis will be produced that will evaluate the optimal configuration or improvements needed to address level of service, functionality and safety at each intersection for a future 20-year design period. These projects are listed **#R40** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: Currently the project has been submitted for federal grant funding in the Highway Safety Improvement Program (HSIP). Design to start in 2023

Total Estimated Project Cost:	$ 360,000
Expenditures to Date:	$ **0**

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$ 360,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Actual)	$
County Forces (Estimate)	N/A

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.

Corridor Intersection Alternatives Analysis (3 ea) Hannegan/Hemmi; Hannegan/VanWyk; Noon/VanWyk Intersection Improvements

CRP # Not Assigned

Construction Funding Year(s):	**TBD**

Project Narrative:
This entry addresses the review of three (3) intersections on two (2) main corridors in Whatcom County. At each of the three (3) intersections, an alternatives analysis will be produced that will evaluate the optimal configuration or improvements needed to address level of service, functionality and safety at each intersection for a future 20-year design period.

These projects are listed **#R41** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: The project will be submitted for federal grant funding in the Highway Safety Improvement Program (HSIP).

Total Estimated Project Cost:	$ 185,000
Expenditures to Date:	$ **0**

Funding Sources:	
Federal	$ 0
State	$ 0
Local	$ 185,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.

Deer Trail Slide Repair
Slide Repair
CRP #921020

Construction Funding Year(s):	**2022-2023**

Project Narrative:
The work associated with this slide repair project was due to a storm event in January of 2021. Due to the roadway being the only ingress and egress for approximately 70 homes, an emergency declaration was obtained to perform construction repairs in 2022. This project is listed **#R42** on the 2023-2028 Six-Year Transportation Improvement Program. This project is located off of Birch Bay Drive, in Section 24, T40N, R1W.

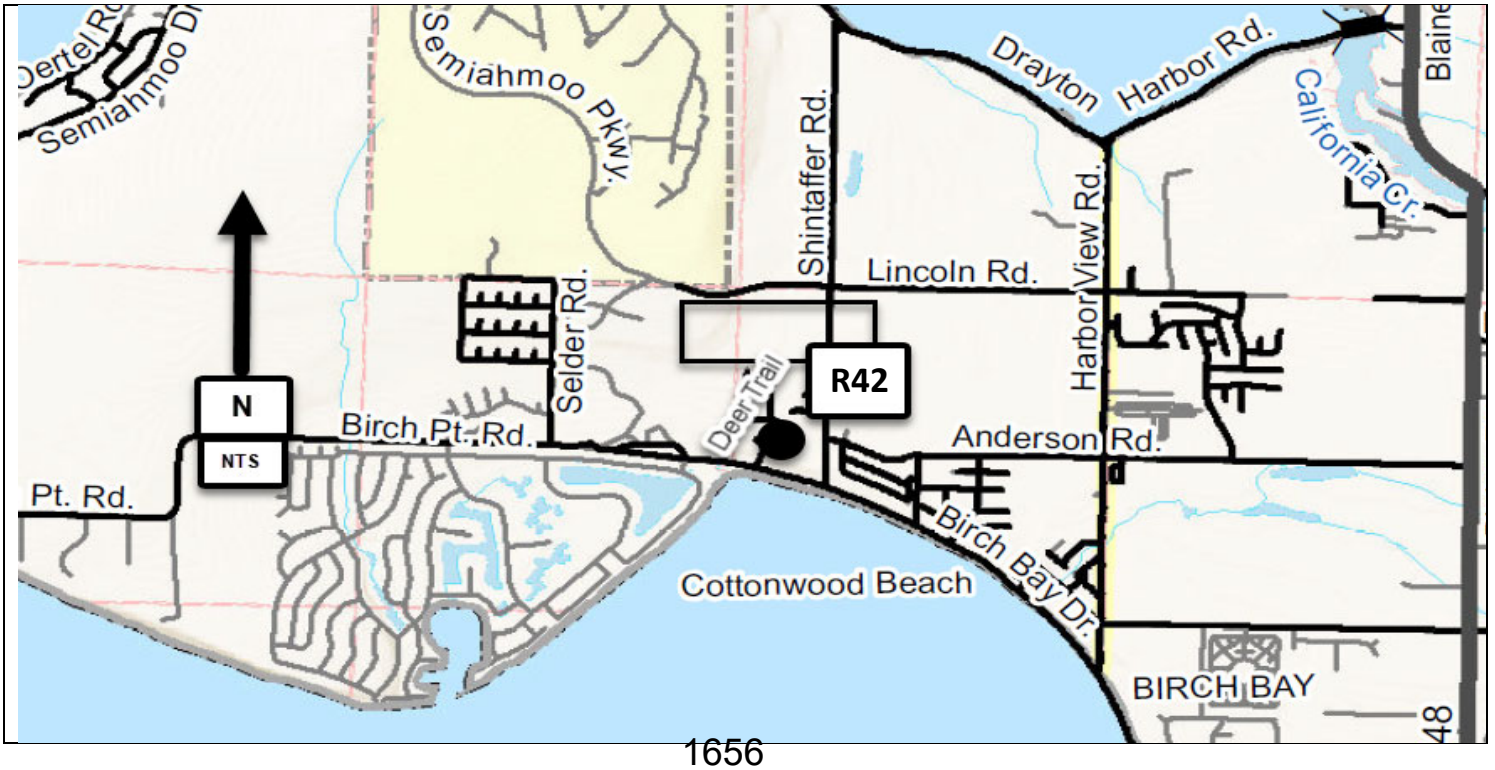
Project Status: Construction is underway and expected to be substantially complete by November 2022. Additional work items and monitoring may continue into early 2023

Total Estimated Project Cost (2023): $130,000

Expenditures to Date: $ 97,700

Funding Sources:	Local
Federal	$ 0
State	$ 0
Local	$130,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$10,000
County Forces (Estimate)	TBD



Portal Way, Birch Bay-Lynden Road to Blaine City Limits
CRP #92XXXX

Construction Funding Year(s):	**TBD**

Project Narrative:
This project is located on Portal Way between Birch Bay Lynden Rd. and Blaine City Limits in Sections 7 and 8 of T40N, R1E. This project will reconstruct the pavement over approximately 3.73 miles. In addition, the project will assess minor safety and stormwater improvements for inclusion in the construction.

This project is listed **#R43** on the 2023-2028 Six-Year Transportation Improvement Program.

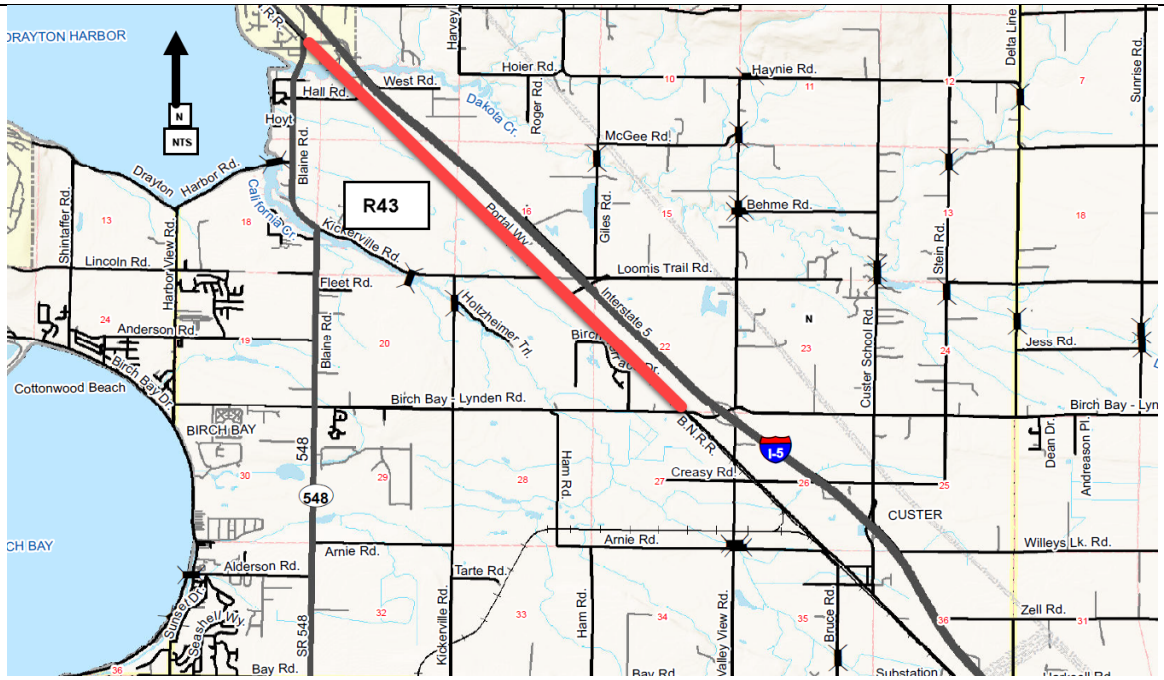
Project Status:
Design and permitting will be iniated in 2023.

Total Estimated Project Cost: $ 15,000

Expenditures to Date: $ 0

Funding Sources:	
Federal	$0
State	$0
Local	$15,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A



Portal Way, Birch Bay-Lynden Road to Blaine City Limits
CRP #907001

Construction Funding Year(s):	**TBD**

Project Narrative:
This project is located on Portal Way between Hall Rd and Blaine City Limits in Sections 7 and 8 of T40N, R1E. This project will reconstruct the pavement over approximately 3.73 miles. In addition, the project will assess minor safety and stormwater improvements for inclusion in the construction.

This project is listed **#R43** on the 2023-2028 Six-Year Transportation Improvement Program.

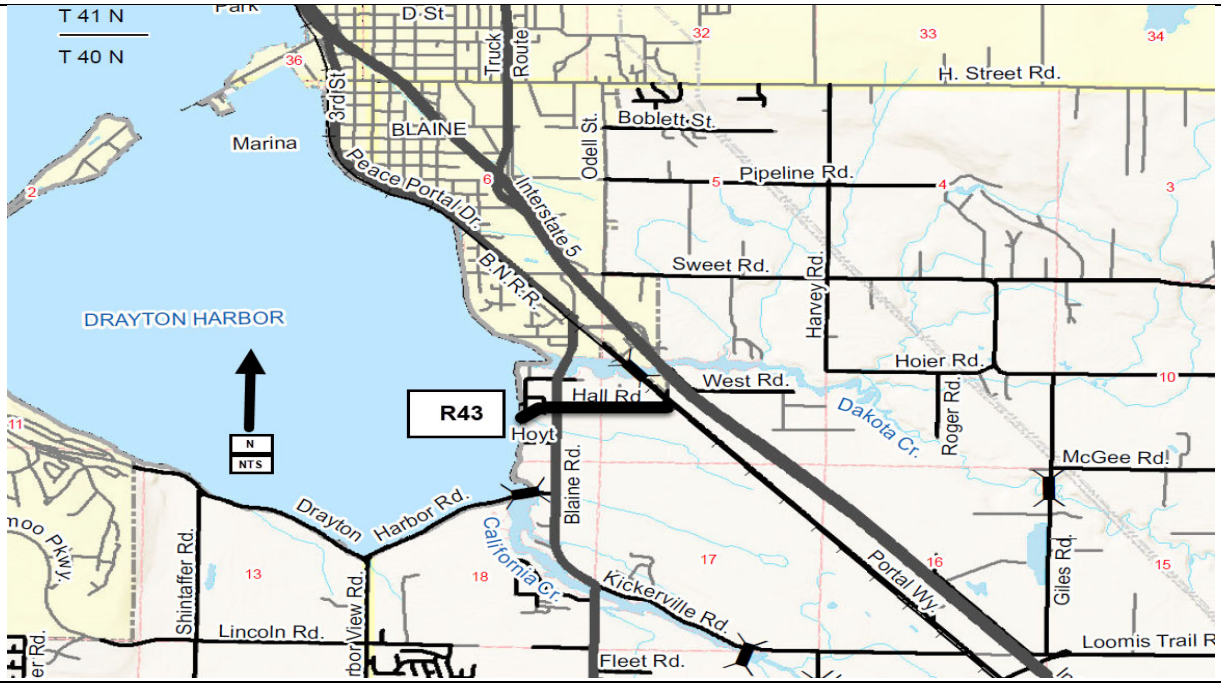
Project Status:
Design and permitting will be iniated in 2023.

Total Estimated Project Cost: $ 15,000

Expenditures to Date: $ 0

Funding Sources:	
Federal	$0
State	$0
Local	$15,000

Environmental Permitting	SEPA
Right-of-Way Acquisition (Estimate)	$0
County Forces (Estimate)	N/A



Various Bridges Rehabilitation / Replacement
CRP # To Be Assigned

Construction Funding Year(s):	**2023 - 2028**

Project Narrative:
This item provides funding to address unanticipated bridge rehabilitation and/or replacement. It is listed **#Y1** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
Design and construction to occur as necessary.

Total Estimated Project Cost: $1,800,000

Expenditures to Date: N/A

Funding Sources:	
Federal	$
State	$
Local	$1,800,000 (STIP 2023-2028)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.

Right of Way Acquisition
CRP # To Be Assigned

Construction Funding Year(s): **2023-2028**

Project Narrative:
This item addresses the unanticipated need for Right-of-Way that may arise during a given year that requires immediate action. This project is listed **#Y2** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
N/A.

Total Estimated Project Cost: $150,000

Expenditures to Date:

Funding Sources:	
Federal	$0
State	$0
Local	$150,000 (2023-2028)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Unanticipated Site Improvements
CRP # To Be Assigned

Construction Funding Year(s):	**2023 - 2028**

Project Narrative:
This Annual Construction Program item addresses the unanticipated project(s) that may arise during a given year that require immediate action due to safety concerns, environmental factors, traffic volumes, accident history, funding or grant availability and other issues not related to an existing program project. This project is listed #**Y3** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: $1,800,000

Expenditures to Date:

Funding Sources:	
Federal	$0
State	$0
Local	$1,800,000 (2023-2028)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Unanticipated Stormwater Quality Improvements
CRP # To Be Assigned

Construction Funding Year(s): **2023 - 2028**

Project Narrative:
This project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed **#Y4** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: $720,000

Expenditures to Date:

Funding Sources:	
Federal	$0
State	$0
Local	$720,000 (2023-2028)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Unanticipated Non-motorized Transportation Improvements
CRP # To Be Assigned

Construction Funding Year(s): **2023-2028**

Project Narrative:
This program item addresses the need to identify and prioritize non-motorized projects for future consideration. Projects would include pedestrian and bike facilities (eg: sidewalks, trails, shoulder widening) in various locations around the county. This project is listed **#Y5** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

Total Estimated Project Cost: $160,000

Expenditures to Date:

Funding Sources:	
Federal	$0
State	$0
Local	$160,000 (2023-2028)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Fish Passage Project
CRP # To Be Assigned

Construction Funding Year(s):	**TBD**

Project Narrative:
This project is for the design and advancement of fish passage projects towards construction. This project is listed **#Y6** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
Design work will begin in 2023 with construction of the first project scheduled for 2024.

Total Estimated Project Cost: TBD

Expenditures to Date: N/A

Funding Sources:	
Federal	$0
State	$0
Local	$300,000 (2023-2028)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Swift Creek Transportation Impacts
CRP # To Be Assigned

Construction Funding Year(s):	**2023 - 2028**

Project Narrative:
This item addresses the various projects related to Sumas Mountain/Swift Creek Slide. Locations to be determined. This project is **#Y7** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
Design and construction for the various projects will be initiated in 2023 and extend through 2028.

Total Estimated Project Cost: $400,000

Expenditures to Date:

Funding Sources:	
Federal	$0
State	$0
Local	$400,000 (2023-2028)

Environmental Permitting	N/A
Right-of-Way Acquisition (Estimate)	N/A
County Forces (Estimate)	N/A

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Railroad Crossing Improvements
CRP # To Be Assigned

Construction Funding Year(s):	**2023 - 2028**

Project Narrative:
Locations to be determined. Identification and prioritization to be addressed. This project is listed **#Y8** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
Locations and prioritization of projects is on-going. Negotiations with BNSF will be a factor on timing and cost.

Total Estimated Project Cost: $300,000

Expenditures to Date: - 0 -

Funding Sources:	
Federal	$0
State	$0
Local	$300,000 (2023-2028)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Beam Guardrail Replacements/Upgrades
CRP # To Be Assigned

Construction Funding Year(s):	**2023 - 2028**

Project Narrative:
Locations to be determined. Identification and prioritization to be addressed. This project is listed **#Y9** on the 2023-2028 Six Year Transportation Improvement Program.

Project Status:
Locations and prioritization of projects is on-going, with close coordination with M&O Division and Trafffic Section.

Total Estimated Project Cost: $1,200,000

Expenditures to Date: - 0 -

Funding Sources:	
Federal	$0
State	$0
Local	$1,200,000 (2023-2028)

Environmental Permitting	SEPA, Clrg/CAO,
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

ADA Barrier Removal
ADA Transition Plan, Multiple Locations
CRP # Not Assigned

Construction Funding Year(s):	**2023 - 2028**

Project Narrative:
Whatcom County will be addressing an update to its Americans with Disabilities Act (ADA) Transition Plan in 2019, concentrating on an assessment of facilities in County road rights-of-way. This project will involve the removal of a number of barriers yearly, in a systematic and prioritized method. This project is listed **#Y10** on the 2023-2028 Six-Year Transportation Improvement Program.

Project Status: ADA Transition Plan was updated in 2021, with a number of priority barrier locations highlighted by the study. This yearly programmatic item will address progress towards barrier removal and provide the ability to handle any ADA complaints.

Total Estimated Project Cost:	$1,200,000
Expenditures to Date:	$0

Funding Sources:	
Federal	$0
State	$0
Local	$1,200,000 (2023-2028)

Environmental Permitting	
Right-of-Way Acquisition (Estimate)	
County Forces (Estimate)	

Due to the nature of this item, no map exists. Location and priority of the ADA Barrier Removals will be determined when the updated Transition Plan is complete.