

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 27, 2022**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

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

**10:35 A.M. - FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(ADJOURNS BY NOON)**

**1 P.M. – CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE
(ADJOURNS BY 1:55 P.M.)**

**2 P.M. – COMMITTEE OF THE WHOLE
(ADJOURNS BY 4:30 P.M.; MAY BEGIN EARLY)**

6 P.M. - COUNCIL

PARTICIPATE IN COUNCIL HYBRID MEETINGS

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

COMMITTEE AGENDAS

COUNCIL COMMITTEE OF WHOLE – EXECUTIVE SESSION

10:00 A.M. TUESDAY, SEPTEMBER 27, 2022 – ADJOURNS BY 10:30 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. AB2022-501 Discussion of proposed settlement agreement with Department of Ecology related to Plantation Rifle Range (Whatcom County Parks and Recreation) [Discussion of this item may take place in Executive session (closed to the public) pursuant to RCW 42.30.110(1)(i), Agency (Ecology) enforcement action; potential litigation]
Page 10

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

10:35 A.M. TUESDAY, SEPTEMBER 27, 2022 – ADJOURNS BY NOON

Hybrid Meeting

Call To Order

Roll Call

Announcements

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

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2022-485 Ordinance amending the Whatcom County Budget, request no. 13, in the amount of \$2,081,283
Page 11 – 31
2. AB2022-487 Ordinance amending the project based budget for the Courthouse Building Envelope Fund, request no. 4
Pages 32 – 36

Council “Consent Agenda” Items

1. AB2022-463 Request authorization for the County Executive to enter into a contract between Whatcom County and Michael Bobbink for hearing examiner services
Pages 37 – 73

2. AB2022-502 Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and the City of Ferndale to extend the term of the Jail Use Agreement until December 31, 2023
Pages 74 – 78
3. AB2022-503 Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and the City of Blaine to extend the term of the Jail Use Agreement until December 31, 2023
Pages 79 – 83
4. AB2022-504 Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and the City of Lynden to extend the term of the Jail Use Agreement until December 31, 2023
Pages 84 – 88
5. AB2022-506 Request authorization for the County Executive to enter into a grant agreement between Whatcom County and the Washington State Department of Ecology for the 2021-2023 Biennial Stormwater Capacity Grant in the amount of \$50,000
Pages 89 – 112
6. AB2022-509 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Port of Bellingham for construction costs associated with the Bellingham Shipping Terminal Clean Power/Telecom project in the amount of \$1,125,000
Pages 113 – 128
7. AB2022-512 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Ferndale for the construction of an emergency water intertie in the amount of a \$525,000 grant and a \$325,000 loan
Pages 129 – 147
8. AB2022-513 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Ferndale for the construction of a Booster Station on Church Road in the amount of \$250,000
Pages 148 – 163
9. AB2022-514 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Ferndale for the construction of a Metalworks Skatepark in the amount of \$200,000
Pages 164 – 179
10. AB2022-515 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for repair and construction of the City's Community Center in the amount of \$300,000
Pages 180 – 195
11. AB2022-516 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for the Grover Street Pavement improvement project in the amount of \$500,000
Pages 196 – 211
12. AB2022-517 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for the construction of a trail connector project in the amount of \$500,000
Pages 212 – 227
13. AB2022-518 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for the construction of the South Park Street water and street improvement project in the amount of a \$387,500 grant and a \$562,500 loan
Pages 228 – 245

14. AB2022-523 Resolution approving the 2023 Lodging Tax allocations as recommended by the Lodging Tax Advisory Committee
Pages 246 – 249
15. AB2022-525 Request approval for the County Executive to authorize purchase of 10 Stryker Power Load systems from vendor Stryker, in an amount not to exceed \$265,594
Pages 250 – 257
16. AB2022-530 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and BERK Consulting, Inc. for the COVID-19 Pandemic Response Review project in the amount of \$2,288
Pages 258 – 262

Items Added by Revision

Other Business

Adjournment

COUNCIL CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE
1:00 P.M. TUESDAY, SEPTEMBER 27, 2022 – ADJOURNS BY 1:55 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. AB2022-444 Report from the Sheriff's Office
Page 263
2. AB2022-511 Report from Superior Court
Page 264

Items Added by Revision

Other Business

Adjournment

COUNCIL COMMITTEE OF WHOLE

2:00 P.M. TUESDAY, SEPTEMBER 27, 2022 – ADJOURNS BY 4:30 P.M.; MAY BEGIN EARLY Hybrid Meeting

Call To Order

Roll Call

Announcements

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

SPECIAL PRESENTATION

1. AB2022-520 Update from the Administration on the American Rescue Plan Act (ARPA)
Pages 265 – 270

COMMITTEE DISCUSSION

1. AB2022-507 Update from the Health Department on severe weather shelter plans
Pages 271 – 273
2. AB2022-508 Discussion of draft Interlocal Agreement between Whatcom County and the seven cities relating to procedures for amending the Countywide Planning Policies
Pages 274 – 289
3. AB2022-522 Discussion and presentation on Whatcom Racial Equity Commission Ordinance from Chuckanut Health Foundation
Page 290

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2022-454 Ordinance amending Whatcom County Code to restructure the Public Health Advisory Board
Pages 291 – 297

Items Added by Revision

Other Business

Adjournment

COUNTY COUNCIL

REGULAR COUNCIL MEETING

6:00 P.M. TUESDAY, SEPTEMBER 27, 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 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.

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. [MIN2022-055](#) Committee of the Whole Executive Session for September 13, 2022
Pages 298 – 301
2. [MIN2022-056](#) Committee of the Whole for September 13, 2022
Pages 302 – 307
3. [MIN2022-057](#) Regular County Council for September 13, 2022
Pages 308 – 327

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. [AB2022-489](#) 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 328 – 368
2. [AB2022-493](#) Resolution approving the Whatcom County Six-year Transportation Improvement Program for the years 2023-2028
Pages 369 – 512

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 37 – 73
2. AB2022-502 Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and the City of Ferndale to extend the term of the Jail Use Agreement until December 31, 2023
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Pages 258 – 262

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2022-485 Ordinance amending the Whatcom County Budget, request no. 13, in the amount of \$2,081,283
Pages 11 – 31
2. AB2022-487 Ordinance amending the project based budget for the Courthouse Building Envelope Fund, request no. 4
Pages 32 – 36

(From Council Committee of the Whole)

3. AB2022-454 Ordinance amending Whatcom County Code to restructure the Public Health Advisory Board
Pages 291 – 297

COUNCIL 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. AB2022-469 Appointment to fill a vacancy on the Climate Impact Advisory Committee, applicant(s): Fletcher Wilkinson, Tracy Petroske, and Irena Lambrou
Pages 513 – 538

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. AB2022-521 Ordinance adding a new Chapter 2.107 to the Whatcom County Code to create a Whatcom Racial Equity Commission
Pages 539 – 737
2. AB2022-529 Ordinance approving a system of rates and charges for the Whatcom County Conservation District
Pages 738 – 795
3. AB2022-510 Ordinance authorizing acquisition of certain property rights by eminent domain for the County's E. Smith Road and Hannegan Road Intersection Improvements Project
Pages 796 – 801

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES

ADJOURN



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-501

| | | | | | |
|----------------------|--|---------------------|---------------------------|----------------------|--------------|
| File ID: | AB2022-501 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/09/2022 | Entered by: | SBatdorf@co.whatcom.wa.us | | |
| Department: | Parks and Recreation Department | File Type: | Discussion | | |
| Assigned to: | Council Committee of the Whole-Executive Session | | | Final Action: | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Discussion of proposed settlement agreement with Department of Ecology related to Plantation Rifle Range (Whatcom County Parks and Recreation) [Discussion of this item may take place in Executive session (closed to the public) pursuant to RCW 42.30.110(1)(i), Agency (Ecology) enforcement action; potential litigation]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of proposed settlement agreement with Department of Ecology related to Plantation Rifle Range (Whatcom County Parks and Recreation). [Discussion of this item may take place in Executive session (closed to the public) pursuant to RCW 42.30.110(1)(i). Agency (Ecology) enforcement action; potential litigation].

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: AB2022-485

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|------------|
| File ID: | AB2022-485 | Version: | 1 | Status: | Introduced |
| File Created: | 08/31/2022 | 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: | 09/27/2022 | 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: |
|--------------|---------------------|----------------|---|
| 09/13/2022 | Council | INTRODUCED | Council Finance and Administrative Services Committee |

Attachments: Proposed Ordinance, Summary, Requests

**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. | <u>80,000</u> | <u>(663,000)</u> | <u>(583,000)</u> |
| 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. | <u>45,000</u> | - | <u>45,000</u> |
| 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. | <u>1,127,000</u> | - | <u>1,127,000</u> |
| Total Supplemental | | <u>2,081,283</u> | <u>(703,000)</u> | <u>1,378,283</u> |

Supplemental Budget Request

Status: Pending

County Clerk

Suppl 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

Department Head Signature (Required on Hard Copy Submission)

8/26/22
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.

Supplemental Budget Request

Status: Pending

County Clerk

Suppl 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 the 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 submitting for reimbursement 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

Suppl 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

Suppl 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

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.

Supplemental Budget Request

Health**Environmental Health**

*Suppl 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

Suppl 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)
Department Head Signature (Required on Hard Copy Submission)

8/26/22
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

Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Suppl ID # 3798

Fund 1

Cost Center 660525

Originator: Erika Lautenbach

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, assess 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

Suppl 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 of 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 increased 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

Monday, August 01, 2022

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3786

Fund 130

Cost Center 130100

Originator: T. Helms for Rosalee Cowan

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

Suppl ID # 3793

Fund 154

Cost Center 154

Originator: Julia Bilderback

Expenditure Type: One-Time

Year 2 2022

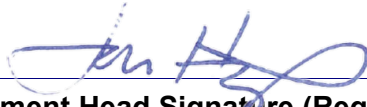
Add'l FTE ☐

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

Suppl 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

Suppl ID # 3795

Fund 159

Cost Center 159

Originator: Julia Bilderback

Expenditure Type: One-Time

Year 1 2021

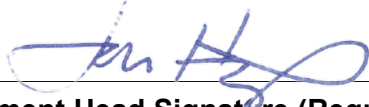
Add'l FTE ☐

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

Suppl 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

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

Suppl 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

Suppl 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.

Supplemental Budget Request

Status: Pending

Prosecuting Attorney

Tort Claims

Suppl ID # 3803

Fund 507

Cost Center 507200

Originator: M Caldwell

3b. Cost savings:

None

4a. Outcomes:

We will be able to execute all payments due for premiums and settlements in a timely manner.

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: | Introduced |
| File Created: | 08/31/2022 | 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: | 09/27/2022 | 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: |
|------------|--------------|------------|---|
| 09/13/2022 | Council | INTRODUCED | Council Finance and Administrative Services Committee |

Attachments: Proposed Ordinance, Exhibit A, 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 | Amendment #4 | Total Amended |
|---------------------|---|-----------------------|-------------------------|-----------------------|
| | | <u>Project Budget</u> | <u>to Ord. 2014-075</u> | <u>Project Budget</u> |
| 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

Suppl 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

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 3791

Fund 359

Cost Center 359100

Originator: Rob Ney

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: AB2022-463

| | | | | | |
|----------------------|---|----------------------|-------------------------|----------------|--------------|
| 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: | 09/27/2022 | 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: |
|------------|---|----------------------------------|---|
| 09/13/2022 | Council Finance and Administrative Services Committee | DISCUSSED AND MOTION(S) APPROVED | |
| 09/13/2022 | Council | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |

Attachments: Memo for 9.13, Contract for 9.13, Memo for 9.27, Contract for 9.27



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? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ Is this contract the result of a RFP or Bid process? Contract _____ Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFP#22-44 Cost Center: 1100.6630 Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form. If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ 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: |

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

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:

Contract for Services
Michael Bobbink (Hearing Examiner Services)

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.

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

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. 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.

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- 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

Contract for Services
Michael Bobbink (Hearing Examiner Services)

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

Contract for Services
Michael Bobbink (Hearing Examiner Services)

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

Contract for Services

Michael Bobbink (Hearing Examiner Services)

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.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Renewal auto policy declarations

Policy number: **976 700 624**

Policy effective date: April 28, 2022

Page 3 of 4



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

Interested party
Chase Auto Finance

Lienholder
Chase Auto Finance

WA010RB0



Contract for Services
Michael Bobbink (Hearing Examiner Services)

V. 2021-6 (DocuSign)

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 | Combined Single Limit |
| 1. Homeowners, Condominium, Renters, Mobilehome, Manufactured Home or other Personal Liability Policy | \$300,000 per occurrence |
| 2. Incidental Office, Private School or Studio 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 \$100,000 each person including Passenger Liability when available \$300,000 each occurrence Property Damage \$100,000 each occurrence or Combined Single Limit \$300,000 per occurrence Guest Passenger Liability \$100,000 each person (when available as a separate limit) \$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)



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Cathy Halka, Legislative Analyst
RE: 2023 Contract for Hearing Examiner Services
DATE: September 14, 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 originally proposed \$112,000 in annual payment. On September 13, 2022, Council's Finance and Administrative Services Committee passed a motion to recommend to the full Council the item be held and a new amount be proposed. The new amount identified was a 6% increase to the 2022 compensation amount of \$97,661.65 for services in 2023 (\$103,521.35), and another 6% increase for 2024 (\$109,732.63). The motion was passed in the evening Council meeting ([AB2022-463](#)).

The proposed Council Office budget includes \$97,783 in annual funding for this contract. The additional amount will be covered through a cost maintenance ASR (CMR) for the County Council Office budget line item for Hearing Examiner Contractual Services.

- **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 \$103,521.35 is \$5,859.70 more (or 6% more) for 2023 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 <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ | |
| Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ | |
| Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ | |
| Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFP#22-44 Contract Cost Center: 1100.6630 | |
| Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ 103,521.35 This Amendment Amount: \$ _____ Total Amended Amount: \$ 103,521.35 | 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: 9/14/2022 |
| | 2. Attorney signoff: Karen Frakes (by email) | Date: 9/14/2022 |
| | 3. AS Finance reviewed: M Caldwell | Date: 9/14/22 |
| | 4. IT reviewed (if IT related): | Date: |
| | 5. Contractor signed: | Date: |
| | 6. Submitted to Exec.: | Date: |
| | 7. Council approved (if necessary): | Date: |
| | 8. Executive signed: | Date: |
| | 9. Original to Council: | Date: |

**CONTRACT FOR SERVICES
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 \$ 103,521.35. 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 September, 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

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:

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Michael Bobbink (Hearing Examiner Services)

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.

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

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. 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.

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- 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,

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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

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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

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

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- 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

Contract for Services
Michael Bobbink (Hearing Examiner Services)

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 eight thousand six hundred twenty-six dollars and seventy-eight cents (\$8,626.78) per month for a not to exceed amount of one hundred three thousand five hundred twenty-one dollars and thirty-five cents (\$103,521.35) 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.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Renewal auto policy declarations

Policy number: **976 700 624**

Policy effective date: April 28, 2022

Page 3 of 4



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

Interested party
Chase Auto Finance

Lienholder
Chase Auto Finance

WA010R8D



Contract for Services
Michael Bobbink (Hearing Examiner Services)

V. 2021-6 (DocuSign)

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 | Combined Single Limit |
| 1. Homeowners, Condominium, Renters, Mobilehome, Manufactured Home or other Personal Liability Policy | \$300,000 per occurrence |
| 2. Incidental Office, Private School or Studio | |
| 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 \$100,000 each person including Passenger Liability when available \$300,000 each occurrence Property Damage \$100,000 each occurrence or Combined Single Limit \$300,000 per occurrence Guest Passenger Liability \$100,000 each person (when available as a separate limit) \$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: AB2022-502

| | | | | | |
|----------------------|---|----------------------|------------------------|----------------|--------------|
| File ID: | AB2022-502 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/09/2022 | Entered by: | LReid@co.whatcom.wa.us | | |
| Department: | Sheriff's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and the City of Ferndale to extend the term of the Jail Use Agreement until December 31, 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Amendment

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



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

MEMORANDUM

TO: Satpaul Sidhu, County Executive
FROM: Bill Elfo, Sheriff
RE: Jail Facility Use Agreement with Whatcom County Cities
DATE: August 22, 2022

Enclosed is Amendment #3 to the Jail Use Agreement with the City of Ferndale.

▪ **Background and Purpose**

Whatcom County provides Correctional Facility Services to surrounding Whatcom County Cities. This Amendment is for the City of Ferndale.

▪ **Funding Amount and Source**

The amount will vary and will come from the City of Ferndale's budget.

▪ **Differences from Previous Contract**

This Amendment extends the date and adds Snohomish County Jail as a Correctional Facility to be utilized in the event of overflow at the Whatcom County Jail.

If you have any questions, please contact Chief Wendy Jones at ext. 6505.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201806027-3

| | |
|--|--|
| Originating Department: | Sheriff |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> | Corrections/In Custody |
| Contract or Grant Administrator: | Wendy Jones |
| Contractor's / Agency Name: | City of Ferndale |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201806027 | |
| Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: 6/19/18 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ | |
| Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ | |
| Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 118000 | |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ Varies 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 Correctional Facility Services to the City of Ferndale. | |
| Term of Contract: 1 year, 6 months Expiration Date: 12/31/23 | |

| | | |
|-------------------|--|--|
| Contract Routing: | 1. Prepared by: LR 2. Attorney signoff: B Waldron 3. AS Finance reviewed: M Caldwell 4. IT reviewed (if IT related): 5. Contractor signed: 6. Submitted to Exec.: 7. Council approved (if necessary): 8. Executive signed: 9. Original to Council: | Date: 8/22/22 Date: 8/24/22 Date: 8/24/22 Date: Date: Date: Date: Date: |
|-------------------|--|--|

INTERLOCAL JAIL FACILITY USE AGREEMENT FOR
CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY
AND THE CITY OF FERNDALE

AMENDMENT #3

THIS AMENDMENT is to the Contract between Whatcom County and the City of Ferndale, dated July 1, 2018 and designated "Whatcom County Contract No. 201806027". 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, 2023 and adds Snohomish County Jail as a Correctional Facility to utilize in the event of overflow at the Whatcom County Jail.

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

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

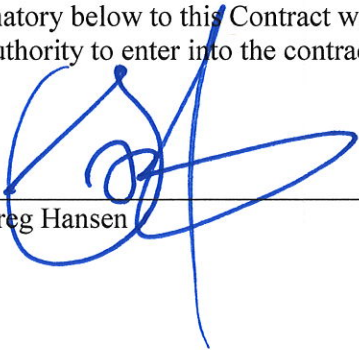
IN WITNESS WHEREOF, Whatcom County and the City of Ferndale have executed this Amendment on the date and year below written.

DATED this 30th day of August, 20 22.

CONTRACTOR:

The City of Ferndale
PO Box 936
Ferndale, WA 98248
GregHansen@cityofferndale.org

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.



Mayor Greg Hansen

WHATCOM COUNTY:

Recommended for Approval:

wp [Signature] me 08/24/22
Bill Elfo, Sheriff Date

Approved as to form:

Approved via email 8.24.22 BW (UR)
Brandon Waldron, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-503

| | | | | | |
|----------------------|---|----------------------|------------------------|----------------|--------------|
| File ID: | AB2022-503 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/09/2022 | Entered by: | LReid@co.whatcom.wa.us | | |
| Department: | Sheriff's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and the City of Blaine to extend the term of the Jail Use Agreement until December 31, 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Amendment

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF



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

MEMORANDUM

TO: Satpaul Sidhu, County Executive
FROM: Bill Elfo, Sheriff
RE: Jail Facility Use Agreement with Whatcom County Cities
DATE: August 22, 2022

Enclosed is Amendment #3 to the Jail Use Agreement with the City of Blaine.

▪ **Background and Purpose**

Whatcom County provides Correctional Facility Services to surrounding Whatcom County Cities. This Amendment is for the City of Blaine.

▪ **Funding Amount and Source**

The amount will vary and will come from the City of Blaine's budget.

▪ **Differences from Previous Contract**

This Amendment extends the date and adds Snohomish County Jail as a Correctional Facility to be utilized in the event of overflow at the Whatcom County Jail.

If you have any questions, please contact Chief Wendy Jones at ext. 6505.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201807006-3

| | | | | | | | | | |
|---|---|---|--|--|---|---|---|---|--|
| Originating Department: | Sheriff | | | | | | | | |
| Division/Program: (i.e. Dept. Division and Program) | Corrections/In Custody | | | | | | | | |
| Contract or Grant Administrator: | Wendy Jones | | | | | | | | |
| Contractor's / Agency Name: | City of Blaine | | | | | | | | |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201807006</u> | | | | | | | | | |
| Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: <u>3.08.100</u> Already approved? Council Approved Date: <u>6/19/18</u> (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | | | | | | | | | |
| Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ | | | | | | | | | |
| Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ | | | | | | | | | |
| Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>118000</u> | | | | | | | | | |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. | | | | | | | | | |
| If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table> | | <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Work related subcontract less than \$25,000. | <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | | | | | | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Work related subcontract less than \$25,000. | | | | | | | | |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | | | | | | | | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | | | | | | | | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>Varies</u> 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: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. | | | | | | | | |
| Summary of Scope: _____ | | | | | | | | | |
| Whatcom County provides Correctional Facility Services to the City of Blaine. | | | | | | | | | |
| Term of Contract: 1 year, 6 months | Expiration Date: December 31, 2023 | | | | | | | | |

| | | |
|-------------------|---|----------------------|
| Contract Routing: | 1. Prepared by: <u>LR</u> | Date: <u>8/22/22</u> |
| | 2. Attorney signoff: <u>B Waldron</u> | Date: <u>8/24/22</u> |
| | 3. AS Finance reviewed: <u>M Caldwell</u> | Date: <u>8/24/22</u> |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: _____ | Date: _____ |
| | 6. Submitted to Exec.: _____ | Date: _____ |
| | 7. Council approved (if necessary): _____ | Date: _____ |
| | 8. Executive signed: _____ | Date: _____ |
| | 9. Original to Council: _____ | Date: _____ |

INTERLOCAL JAIL FACILITY USE AGREEMENT FOR
CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY
AND THE CITY OF BLAINE

AMENDMENT #3

THIS AMENDMENT is to the Contract between Whatcom County and the City of Blaine, dated July 9, 2018 and designated "Whatcom County Contract No. 201807006". 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, 2023 and adds Snohomish County Jail as a Correctional Facility to utilize in the event of overflow at the Whatcom County Jail.

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

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

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

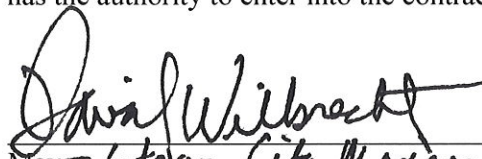
DATED this 30th day of August, 2022.

CONTRACTOR:

The City of Blaine

435 Martin St., Suite 3000
Blaine, WA 98230
(360) 332-8311

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.



Mayor Interim City Manager

WHATCOM COUNTY:

Recommended for Approval:

 08/24/22
Bill Blfo, Sheriff Date

Approved as to form:

Approved via email 8.24.22 BW 
Brandon Waldron, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-504

| | | | | | |
|----------------------|---|----------------------|------------------------|----------------|--------------|
| File ID: | AB2022-504 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/09/2022 | Entered by: | LReid@co.whatcom.wa.us | | |
| Department: | Sheriff's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and the City of Lynden to extend the term of the Jail Use Agreement until December 31, 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Amendment

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



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

MEMORANDUM

TO: Satpaul Sidhu, County Executive
FROM: Bill Elfo, Sheriff
RE: Jail Facility Use Agreement with Whatcom County Cities
DATE: August 22, 2022

Enclosed is Amendment #3 to the Jail Use Agreement with the City of Lynden.

▪ **Background and Purpose**

Whatcom County provides Correctional Facility Services to surrounding Whatcom County Cities. This Amendment is for the City of Lynden.

▪ **Funding Amount and Source**

The amount will vary and will come from the City of Lynden's budget.

▪ **Differences from Previous Contract**

This Amendment extends the date and adds Snohomish County Jail as a Correctional Facility to be utilized in the event of overflow at the Whatcom County Jail.

If you have any questions, please contact Chief Wendy Jones at ext. 6505.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201807009-3

| | |
|---|--|
| Originating Department: | Sheriff |
| Division/Program: (i.e. Dept. Division and Program) | Corrections/In Custody |
| Contract or Grant Administrator: | Wendy Jones |
| Contractor's / Agency Name: | City of Lynden |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201807009 | |
| Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: 6/19/18 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ | |
| Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ | |
| Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 118000 | |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ Varies 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 Correctional Facility Services to the City of Lynden. | |
| Term of Contract: 1 year, 6 months Expiration Date: 12/31/23 | |

| | | |
|-------------------|-------------------------------------|---------------|
| Contract Routing: | 1. Prepared by: LR | Date: 8/23/22 |
| | 2. Attorney signoff: B Waldron | Date: 8/24/22 |
| | 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: |

INTERLOCAL JAIL FACILITY USE AGREEMENT FOR
CORRECTIONAL SERVICES BETWEEN WHATCOM COUNTY
AND THE CITY OF LYNDEN

AMENDMENT #3

THIS AMENDMENT is to the Contract between Whatcom County and the City of Lynden, dated July 11, 2018 and designated "Whatcom County Contract No. 201807009". 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, 2023 and adds Snohomish County Jail as a Correctional Facility to utilize in the event of overflow at the Whatcom County Jail.

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

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

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

DATED this 30 day of August, 2022.

CONTRACTOR:

The City of Lynden
300 4th Street
Lynden, WA 98264
CityHall@Lyndenwa.org

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.



Mayor Scott Korthuis

WHATCOM COUNTY:

Recommended for Approval:

wp [Signature] for 08/24/22
Bill Elfo, Sheriff Date

Approved as to form:

Approved via email 8.24.22 BW (R)
Brandon Waldron, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-506

| | | | | | |
|----------------------|---|----------------------|--------------------------|----------------|--------------|
| File ID: | AB2022-506 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/13/2022 | Entered by: | SDraper@co.whatcom.wa.us | | |
| Department: | Public Works Department | File Type: | Contract | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a grant agreement between Whatcom County and the Washington State Department of Ecology for the 2021-2023 Biennial Stormwater Capacity Grant in the amount of \$50,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Grant Agreement

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**JON HUTCHINGS
DIRECTOR**



STORMWATER / NPDES

322 N. Commercial Street, Suite 224
Bellingham, WA 98225-4042
MAIN: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

TO: The Honorable Whatcom County Council
The Honorable Satpal Singh Sidhu, Whatcom County Executive

THROUGH: Jon Hutchings, Public Works Director

FROM: Cathy Craver, Senior Planner

DATE: September 9, 2022

RE: 2021-2023 Biennial Stormwater Capacity Grant with the Washington Department of Ecology (Agreement WQSWCAP-2123-WhCoPW-00156)

Please find attached for your review a copy of a grant agreement with the State of Washington Department of Ecology for the 2021-2023 Biennial Stormwater Capacity Grant.

▪ **Requested Action**

Public Works requests the Whatcom County Council authorize the County Executive to enter into a grant agreement with the Washington State Department of Ecology for the 2021-2023 Biennial Stormwater Capacity Grant in the amount of \$50,000.

Secondly, the Washington State Legislature has authorized an additional \$25,000 of funding for this grant that will be awarded to Whatcom County after this agreement has been signed. The date for the legislature to release the funds has not been announced, but a \$25,000 amendment to this agreement will be forwarded to the Executive when the funds have been authorized.

▪ **Background and Purpose**

This is a non-competitive, reimbursable grant through the State of Washington Department of Ecology. The 2021-2023 Biennial Stormwater Capacity Grant can be used to retroactively fund activities associated with the Western Washington Phase II Municipal Stormwater Permit that have incurred since July 1, 2021 through March 31, 2023.

The grant is intended to assist municipalities in meeting their Western Washington Phase II Municipal Stormwater Permit requirements. This is the eighth round of non-competitive capacity grant funding offered to Phase II permittees since the initial Permit in 2007.

▪ **Funding Amount and Source**

The initial agreement will be for \$50,000. The anticipated amendment to the agreement will be for \$25,000. The grant will be used for expenses encumbered within the NPDES budget (10860.544410).

Please call Cathy Craver at extension 6299 if you have any questions regarding this grant agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

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



Agreement No. WQSWCAP-2123-WhCoPW-00156

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY

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, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

| | |
|---|---|
| Project Title: | 2021-2023 Biennial Stormwater Capacity Grants |
| Total Cost: | \$50,000.00 |
| Total Eligible Cost: | \$50,000.00 |
| Ecology Share: | \$50,000.00 |
| Recipient Share: | \$0.00 |
| The Effective Date of this Agreement is: | 07/01/2021 |
| The Expiration Date of this Agreement is no later than: | 03/31/2023 |
| Project Type: | Capacity Grant |

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2123-WhCoPW-00156
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: Whatcom County

RECIPIENT INFORMATION

Organization Name: Whatcom County

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

Agreement No: WQSWCAP-2123-WhCoPW-00156
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: Whatcom County

| | |
|-----------------------------|---|
| Project Manager | <p>Cathy Craver NPDES Coordinator</p> <p>322 N. Commercial Street, STE 220 BELLINGHAM, Washington 98225 Email: ccraver@co.whatcom.wa.us Phone: (360) 778-6200</p> |
| Billing Contact | <p>Christy Fowler</p> <p>322 N. Commercial St. Suite 210 Bellingham, Washington 98225 Email: cfowler@co.whatcom.wa.us Phone: (360) 778-6214</p> |
| Authorized Signatory | <p>Jon Hutchings Director</p> <p>322 N. Commercial Street, Suite 220 Bellingham, Washington 98225 Email: jhutchin@co.whatcom.wa.us Phone: (360) 778-6200</p> |

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

| | |
|--------------------------|--|
| Project Manager | <p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p> |
| Financial Manager | <p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p> |

Agreement No: WQSWCAP-2123-WhCoPW-00156
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: Whatcom County

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Whatcom County

By: _____

By: _____

Vincent McGowan, P.E.

Date

Jon Hutchings

Date

Water Quality

Director

Program Manager

Template Approved to Form by
Attorney General's Office

Satpal Singh Sidhu

Whatcom County Executive

Date

Christopher Quinn

Senior Deputy Prosecutor-Civil Division

Date

Agreement No: WQSWCAP-2123-WhCoPW-00156
 Project Title: 2021-2023 Biennial Stormwater Capacity Grants
 Recipient Name: Whatcom County

SCOPE OF WORK

Task Number: 1 **Task Cost: \$1,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

- * Properly maintained project documentation.

Recipient Task Coordinator: Cathy Craver

Project Administration/Management

Deliverables

| Number | Description | Due Date |
|--------|---|----------|
| 1.1 | Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL. | |
| 1.2 | Recipient Closeout Report (EAGL Form). | |
| 1.3 | Two-page draft and Final Outcome Summary Reports. | |

Agreement No: WQSWCAP-2123-WhCoPW-00156
 Project Title: 2021-2023 Biennial Stormwater Capacity Grants
 Recipient Name: Whatcom County

SCOPE OF WORK

Task Number: 2 **Task Cost: \$49,000.00**

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
 - 2) Public involvement and participation activities.
 - 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
 - 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
 - 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
 - 6) Annual reporting activities.
 - 7) Establishing and refining stormwater utilities, including stable rate structures.
 - 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
- Monitoring, including:
- a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
 - 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
 - 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment

Agreement No: WQSWCAP-2123-WhCoPW-00156
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: Whatcom County

purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Cathy Craver

Permit Implementation

Deliverables

| Number | Description | Due Date |
|--------|----------------------------------|----------|
| 2.1 | Documentation of tasks completed | |

BUDGET

Agreement No: WQSWCAP-2123-WhCoPW-00156
 Project Title: 2021-2023 Biennial Stormwater Capacity Grants
 Recipient Name: Whatcom County

Funding Distribution Summary

Recipient / Ecology Share

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|----------------------------------|--------------------------|------------------------|----------------------|---------------------|
| 2021-23 capacity grant | 0.00 % | \$ 0.00 | \$ 50,000.00 | \$ 50,000.00 |
| Total | | \$ 0.00 | \$ 50,000.00 | \$ 50,000.00 |

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

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

Agreement No: WQSWCAP-2123-WhCoPW-00156
 Project Title: 2021-2023 Biennial Stormwater Capacity Grants
 Recipient Name: Whatcom County

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) <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) <https://sam.gov/SAM> exclusion list.

Agreement No: WQSWCAP-2123-WhCoPW-00156
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: Whatcom County

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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Recipient Name: Whatcom County

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

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-509

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------------|--------------|
| File ID: | AB2022-509 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/14/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | Final Action: | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

Primary Contact Email: Tschroeder@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 Port of Bellingham for construction costs associated with the Bellingham Shipping Terminal Clean Power/Telecom project in the amount of \$1,125,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the port of Bellingham for construction costs associated with the Bellingham Shipping Terminal Clean Power/Telecom project in the amount of \$1,125,000

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff memo, Interlocal, Routing Form, Infrastructure Requests

EXECUTIVE'S OFFICE

County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council members

THROUGH: Satpal Sidhu, County Executive

FROM: Tyler Schroeder, Deputy Executive

RE: EDI Board Recommendation – Countywide Infrastructure Program

DATE: September 27, 2022

The County Executive is requesting the County Council to approve eleven (11) EDI funding contracts. These contracts are being brought forward as a result Council's approval of the EDI Board's recommendation to provide funding from the EDI Fund to support the construction of eleven countywide infrastructure projects.

▪ Background and Purpose

In 2021, the County Council considered utilizing ARPA funds to stimulate the economy by funding Countywide infrastructure projects. At that time, there were questions about how this program would be developed and if it was more appropriate to use the EDI fund for these types of projects. In coordination with the City Mayors and representatives of the Port of Bellingham it became clear that the EDI Fund is the most appropriate funding source and that the fund has an available balance to accomplish the project list.

The EDI board considered the project list and funding allocations in Exhibit A at their April 27th meeting. Additional details on the projects are also provided in the project "white papers". After thorough discussions on the economic benefit of the projects and the existing fund balance the EDI Board unanimously approved the list for Council consideration.

Since April, the City of Bellingham and the Port of Bellingham have both rescinded the loan portion of their funding request. Additionally, the Cities of Ferndale and Lynden both agreed to designate their largest project to apply the entire loan portion of their requests. Exhibit A, reflects the updated allocations.

▪ Funding Amount and Source

\$10.3 Million dollars will be drawn from the EDI Program's loan and grant program and the existing loan repayment balance. This will include \$8.66 Million in grants and \$1.6 Million in loans. With the matching funds from the local jurisdictions these local dollars will be leveraged to accomplish approximately \$27.3 Million worth of community economic development projects throughout Whatcom County.

Over the last few years the EDI fund has developed a very sizable fund balance. This is in large part to the loan program that the County has been utilizing since the development of the program. The Loan Interest and Repayment section of the fund has an estimated balance of approximately \$13 Million at the end of 2022. The Grant and Loan program has an estimated balance of \$4.25 Million. In total, the program, excluding the County's Capital Facility portion, has approximately \$17.25 Million available to spend. With the approval of these subject projects the fund will still have approximately \$6.5 million in estimated fund balance at the end of 2022.

On an annual basis, the Grant and Loan portion of the fund collects approximately \$4 million a year. With the approval of these projects, the Grant and Loan portion of the EDI Fund is still projected to have a fund balance of close to \$10 Million at the end of 2023.

With the Council approval of the requested funding, the Administration has entered into an infrastructure loan and grant agreement with each jurisdiction for their respective EDI infrastructure allocation.

▪ **Requested Council Motion**

The County Administration, with unanimous support from the EDI Board, requests the County Council to approve this contract for funding from the EDI Fund.

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

Enclosure

**Economic Development Investment Program
Interlocal Grant Agreement
Port of Bellingham – BST Terminal Power/Telecom**

I PARTIES

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

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until the project is complete and the final report required in Section V MUTUAL CONSIDERATION A (iv) is received or until the contract is terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the BST Terminal Power/Telecom Project (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the attached (Attachment A).

IV RECITALS

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

- A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.
- B. The **Port** will construct the Project. The Project will be partially funded by a **\$1,125,000 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Project will be funded by the Port, as outlined in Exhibit B, Budget. The Project improvements, when complete, will be owned and maintained by the **Port**.
- C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing

operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

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

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

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

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a grant in the amount of \$1,125,000. A copy of the EDI application for this project is attached by reference to this Agreement (Attachment B).

H. The Whatcom County Council reviewed the recommendation and approved a grant to the **Port** from the Public Utilities Improvement Fund in the amount of \$1,125,000.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested grant to the Project.

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

V MUTUAL CONSIDERATION

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

A. **Port RESPONSIBILITIES:** The **Port** hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the **Port** shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of

- funding for the project, if any of the aforementioned documents varies from those that were submitted with the **Port**'s application for EDI funding.
- (ii) The **Port** shall be responsible for all aspects of the design and construction of the project.
 - (iii) The **Port** shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The **Port** will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
 - (iv) The **Port** shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.

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

- (i) COUNTY GRANT—The County shall issue a *grant* to the **Port** for up to One Million One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$1,125,000) for the Project described herein. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other project funding sources. This amount shall be paid in accordance with Exhibit A.
- (ii) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The **Port** agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

VI RECORDS, REPORTS AND AUDITS

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

VII RELATIONSHIP OF PARTIES AND AGENTS

Neither the **Port** nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between

the County and the **Port**. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

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

VIII TERMINATION

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

- A. **TERMINATION FOR CAUSE**— If the **Port** fails to comply with the terms and conditions of this Agreement, the County will give notice to the **Port** in writing of its failure to comply. The **Port** will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the **Port** into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the **Port** and a failure by the **Port** to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the **Port** may take such remedial actions under the law as are available to cure the default, including specific performance.
- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

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

X INTEREST OF MEMBERS OF THE COUNTY AND THE PORT

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

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

XI HOLD HARMLESS AND INDEMNITY

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

XII ASSIGNABILITY

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

XIII NON-WAIVER

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

XIV CONTRACT MODIFICATIONS

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

XV SEVERABILITY

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

XVI NOTICES

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

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

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

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

XVII INTEGRATION

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

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

* * * * *

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

EXECUTED, this _____ day of _____, 2022, for the **Port**:

Rob Fix, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this _____ day of _____, 2022, before me personally appeared **Rob Fix**, to me known to be the **Executive Director** of the **PORT OF BELLINGHAM** and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Exhibit A

Port – Bellingham Shipping Terminal (BST) Clean Power/Telecom Grant Draw Down Requirements

The **\$1,125,000** grant funding will be disbursed as follows:

Port of Bellingham– Bellingham Shipping Terminal Clean Power/Telecom Project Grant Draw Down Requirements

The overhead and power telecommunication infrastructure at the Bellingham Shipping Terminal is aged and incompatible with the needs of current users and prospective customers. This project will remove and underground overhead power lines, upgrade power service, eliminate a safety hazard and allow large equipment to fully utilize the limited footprint of BST. The new infrastructure will increase the power available to Berth 1 and the two warehouses, expand power service to the area adjacent to the BST and extend new fiber (high-speed internet) for Shipping Terminal customers. Given the low power currently available along the Shipping Terminal pier, vessels must rely on diesel generators. This project will give shipping customers the ability to connect to clean electric power which will significantly reduce greenhouse gas emissions and improve air quality for maritime workers and community members. Project scope will include:

- Upgrade power supply to Warehouse #1 & Berth #1 (1200 amp)
- Upgrade power service to Log Pond to 1200 amp
- Extend conduit to front of Warehouse #2 for future expansion
- Bury overhead power lines on the east side from ABCD Lockers to Warehouse #1 and Berth #1.
- Add tele-comm utilities to Warehouse #2 from 625 Cornwall fiber connection + fire alarm monitoring Including adding Port network fiber to Warehouse #2.
- Extend overhead power on the Log Pond site to run behind ABCD lockers to entrance of Log Pond site. (located east of ABCD Lockers)
- Demo brick bldg. once all power has been diverted to the interior of Warehouse #1
- Utility Duct Bank to Berth 3

Project Timeline: The project will begin September 2022 and completion is anticipated December 31, 2023.

The **Port** will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

Exhibit B Budget

The **\$1,125,000** grant funding will be disbursed as follows:


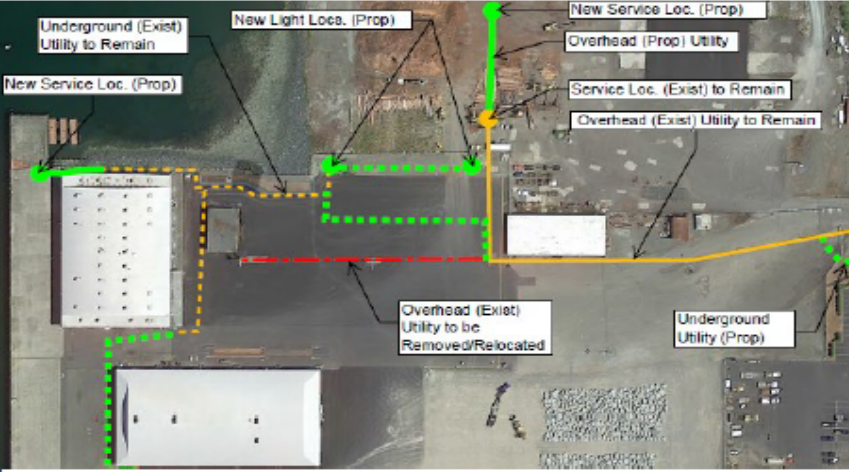
The **Port** will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

BUDGET

| Funding Source | Amount | |
|--|---------------------|--|
| Port | \$ 2,250,000 | |
| Whatcom County EDI Fund (Grant only) | \$ 1,125,000 | |
| TOTAL | \$ 3,375,000 | |
| | | |
| | | |
| Project Budget | | |
| Design and Permitting (Port) | \$ 180,000 | |
| Construction (Port) | \$ 2,070,000 | |
| Upgrade power to Warehouse #1, Log Pond, and Berth #1. | | |
| Bury overhead power lines, install conduit, add tele-comm and fire monitoring utilities | | |
| Demo brick building | | |
| Construction (Wh. Co. EDI fund grant only) | \$ 1,125,000 | |
| Upgrade power to Warehouse #1, Log Pond, and Berth #1. | | |
| Bury overhead power lines, install conduit, add tele-comm and fire monitoring utilities. | | |
| | | |
| TOTAL | \$3,375,000 | |
| | | |

ATTACHMENT “A”

Port of Bellingham– Bellingham Shipping Terminal Clean Power/Telecom

| | |
|---|--|
| <h2><u>Bellingham Shipping Terminal Clean Power</u></h2> <p>Funding Request: \$1,125,000</p>  | |
| <p>Request: The Port of Bellingham requests \$1,125,000 to modernize power and telecommunication utilities at the Bellingham Shipping Terminal (BST), which are aged and incompatible with the needs of current marine trades business opportunities. These improvements are a key phase of work to modernize the BST in an effort to spur economic development in a facility that benefits all of Whatcom County. The total project budget is currently estimated at \$3 million with significant design and permitting completed in 2019.</p> | |
| <p>Issue: The current overhead power and telecommunication infrastructure is aged and outmoded, which limits potential business opportunities at the Shipping Terminal. Given the low power available along the pier, vessels at the BST must rely on diesel generators. This project will significantly reduce greenhouse gas emissions from ships at berth, improving air quality for maritime workers and community members. Shore power is increasingly requested by potential Port customers as it allows vessels to turn off diesel engines while at the dock, reducing air pollution and greenhouse gas emissions which contribute to climate change. Additionally, this project allows the removal and undergrounding of overhead power lines allowing large equipment to fully utilize the limited footprint of the Bellingham Shipping Terminal. The overhead utilities are a potential obstacle and safety hazard for managing large cargo. The Port has completed prior capital projects that have installed portions of the planned new, upgraded underground utility infrastructure and this next phase of work was planned to implement the upgraded power and fiber extension. However, following the uncertainty of the COVID-19 pandemic, this project was deferred in 2020 and is currently unfunded.</p> | |
| <p>Solution: This project will complete the work to extend fiber (high-speed internet) access to BST and will increase power available to Berth 1, the two warehouses, and extend power service to the area adjacent to the BST, which will support operations. Some of the base infrastructure (e.g., vaults) for this next phase of work were procured in 2019/2020 and permits were secured to complete the work prior to the pandemic. This work will remove portions of the overhead utilities and will allow vessels to connect to clean shore power, minimizing or eliminating the need for vessels to run generators.</p> | |
| <ul style="list-style-type: none">- BST is critical infrastructure to Whatcom County's economic and disaster resiliency planning.- BST was recently identified in the Whatcom County CEDS 2021-2025 by stakeholders in the public, private, and nonprofit sectors, as one of the biggest opportunities for Whatcom County's future economy.- Improvements to BST provides new business and diversifies the Port's revenue base, increasing resiliency of the Port, an important economic development actor |  <p>Schematic of Improvements</p> |

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

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

EDI INFRASTRUCTURE PROJECTS

| | Cost Center | Contract No. | Term | EDI Request | EDI Distribution | | Municipality Contribution | Total Project | Description |
|--------------------------------------|-------------|--------------|-------------------|----------------------|---------------------|---------------------|---------------------------|----------------------|---|
| | | | | Request | 3/4 Grant | 1/4 Loan | | | |
| Lynden | | | | | | | | | |
| Rec Center- | 332256 | | 9/2022 - 12/2022 | | | | \$ 250,000 | \$ 250,000 | Infrastructure - Building preservation |
| Community Center | 332257 | | 9/2022 - 12/2022 | \$ 300,000 | \$ 300,000 | | \$ 300,000 | \$ 600,000 | Infrastructure - Building preservation |
| Grover St.Pavement | 332258 | | 9/2022 - 12/2022 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 1,000,000 | Infrastructure - street improvement |
| Trail Connector | 332259 | | 9/2022 - 12/2023 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 870,000 | Capital Facility - Community Trail |
| South Park Water and St. | 332260 | | 2023 | \$ 950,000 | \$ 387,500 | \$ 562,500 | \$ 1,000,000 | \$ 1,950,000 | Infrastructure - Storm and Water |
| Blaine | | | | | | | | | |
| Harvey Water Pump Stn | 332261 | | | \$ 500,000 | \$ 375,000 | \$ 125,000 | \$ 500,000 | \$ 1,000,000 | Infrastructure - Water |
| Sewer Rehab | 332262 | | | \$ 2,500,000 | \$ 1,875,000 | \$ 625,000 | \$ 5,000,000 | \$ 7,500,000 | Infrastructure - Sewer |
| Ferndale | | | | | | | | | |
| Emergency Intertie Water | 332263 | 202207012 | 9/1/22 - 6/30/23 | \$ 850,000 | \$ 525,000 | \$ 325,000 | \$ 1,000,000 | \$ 1,850,000 | Infrastructure - Water |
| Church Rd Booster Station | 332264 | 202209008 | 9/1/22 - 7/31/23 | \$ 250,000 | \$ 250,000 | \$ - | \$ 500,000 | \$ 750,000 | Infrastructure - Water |
| Skatepark | 332265 | 202209009 | 4/1/23 - 12/31/24 | \$ 200,000 | \$ 200,000 | \$ - | \$ 1,000,000 | \$ 1,200,000 | Capital Facility - Parks and Recreation |
| Port of Bellingham | | | | | | | | | |
| BST Term Power/Telecom | 332266 | 2022009010 | 9/01/22-12/31/23 | \$ 1,500,000 | \$ 1,125,000 | | \$ 1,875,000 | \$ 3,375,000 | Infrastructure - Electrical/Telecom |
| City Of Bellingham | | | | | | | | | |
| Meridian Birchwood Phase I* | 332267 | | 9/2022 - 12/2025 | \$ 2,625,000 | \$ 2,625,000 | \$ - | \$ 4,375,000 | \$ 7,000,000 | Infrastructure - Road |
| Other | | | | | | | | | |
| | | | | | | | | | |
| Total Infrastructure Requests | | | | \$ 10,675,000 | \$ 8,662,500 | \$ 1,637,500 | \$ 16,800,000 | \$ 27,345,000 | |

City of Lynden Pulled Rec Center request of \$250k and increased the S. Park Street Water project request by \$250k

City of Bellingham requested \$2.625 million. Awarded \$2,625,000 grant, loan declined.

Port of Bellingham requested \$1.5 million. Awarded \$1,125,000 grant, \$375k loan declined.

Ferndale now includes one Loan/Grant agreement. Water Intertie project \$525K Grant & \$325K loan.

Anticipate Blaine to choose Sewer Rehab for single Grant/Loan program Propose: Grant \$1,125,000 Loan: \$750k



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-512

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2022-512 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/15/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

Primary Contact Email: Tschroed@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 Ferndale for the construction of an emergency water intertie in the amount of a \$525,000 grant and a \$325,000 loan

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Routing Form, Interlocal Agreement, Infrastructure Allocations

EXECUTIVE'S OFFICE

County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council members

THROUGH: Satpal Sidhu, County Executive

FROM: Tyler Schroeder, Deputy Executive

RE: EDI Board Recommendation – Countywide Infrastructure Program

DATE: September 27, 2022

The County Executive is requesting the County Council to approve eleven (11) EDI funding contracts. These contracts are being brought forward as a result Council's approval of the EDI Board's recommendation to provide funding from the EDI Fund to support the construction of eleven countywide infrastructure projects.

▪ Background and Purpose

In 2021, the County Council considered utilizing ARPA funds to stimulate the economy by funding Countywide infrastructure projects. At that time, there were questions about how this program would be developed and if it was more appropriate to use the EDI fund for these types of projects. In coordination with the City Mayors and representatives of the Port of Bellingham it became clear that the EDI Fund is the most appropriate funding source and that the fund has an available balance to accomplish the project list.

The EDI board considered the project list and funding allocations in Exhibit A at their April 27th meeting. Additional details on the projects are also provided in the project "white papers". After thorough discussions on the economic benefit of the projects and the existing fund balance the EDI Board unanimously approved the list for Council consideration.

Since April, the City of Bellingham and the Port of Bellingham have both rescinded the loan portion of their funding request. Additionally, the Cities of Ferndale and Lynden both agreed to designate their largest project to apply the entire loan portion of their requests. Exhibit A, reflects the updated allocations.

▪ Funding Amount and Source

\$10.3 Million dollars will be drawn from the EDI Program's loan and grant program and the existing loan repayment balance. This will include \$8.66 Million in grants and \$1.6 Million in loans. With the matching funds from the local jurisdictions these local dollars will be leveraged to accomplish approximately \$27.3 Million worth of community economic development projects throughout Whatcom County.

Over the last few years the EDI fund has developed a very sizable fund balance. This is in large part to the loan program that the County has been utilizing since the development of the program. The Loan Interest and Repayment section of the fund has an estimated balance of approximately \$13 Million at the end of 2022. The Grant and Loan program has an estimated balance of \$4.25 Million. In total, the program, excluding the County's Capital Facility portion, has approximately \$17.25 Million available to spend. With the approval of these subject projects the fund will still have approximately \$6.5 million in estimated fund balance at the end of 2022.

On an annual basis, the Grant and Loan portion of the fund collects approximately \$4 million a year. With the approval of these projects, the Grant and Loan portion of the EDI Fund is still projected to have a fund balance of close to \$10 Million at the end of 2023.

With the Council approval of the requested funding, the Administration has entered into an infrastructure loan and grant agreement with each jurisdiction for their respective EDI infrastructure allocation.

▪ **Requested Council Motion**

The County Administration, with unanimous support from the EDI Board, requests the County Council to approve this contract for funding from the EDI Fund.

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

Enclosure

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

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

**Economic Development Investment Program
Interlocal Loan and Grant Agreement
City of Ferndale – Emergency Water Intertie Project**

I PARTIES

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

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, Subsection C, REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the Emergency Water Intertie Project (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment A).

IV RECITALS

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

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

B. The **City of Ferndale** will construct the Project. The Project will be partially funded by a **\$325,000 loan from the Whatcom County Public Utilities Improvement Fund, a \$525,000 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Project will be funded by the City of Ferndale, as outlined in Exhibit B. The Project improvements, when complete, will be owned and maintained by **City of Ferndale**.

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

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

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

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

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a loan in the amount of \$325,000 and a grant in the amount of \$525,000 for a total of \$850,000. A copy of the EDI application for this project is attached by reference to this Agreement (Attachment C).

H. The Whatcom County Council reviewed the recommendation and approved a loan to the **City of Ferndale** from the Public Utilities Improvement Fund in the amount of \$325,000, and a grant to the **City of Ferndale** from the Public Utilities Improvement Fund in the amount of \$525,000.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.

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

V MUTUAL CONSIDERATION

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

A. **City of Ferndale RESPONSIBILITIES:** The **City of Ferndale** hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the **City of Ferndale** shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the **City of Ferndale's** application for EDI funding.
- (ii) The **City of Ferndale** shall be responsible for all aspects of the design and construction of the project.
- (iii) The **City of Ferndale** shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The **City of Ferndale** will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The **City of Ferndale** shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.
- (v) The **City of Ferndale** shall repay the loan in full in accordance with the terms of Section V.C below and the amortization schedule set forth in Attachment A, attached hereto.

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

- (i) COUNTY LOAN—The County shall *loan* Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000) for the Project described herein (the "Loan"). This Loan shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the **City of Ferndale**, available upon written request after approval and execution of this agreement by the Whatcom County Council and the **City of Ferndale**, and pursuant to the terms contained in (iii) Payout of Loan and Grant Funding.
- (ii) COUNTY GRANT—The County shall issue a grant to the City of Ferndale for up to Five Hundred Twenty-Five Thousand Dollars and Zero Cents (\$525,000) for the Project described herein. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other project funding sources. This amount shall be paid in accordance with Exhibit A.
- (iii) PAYOUT OF LOAN AND GRANT FUNDING—The County shall pay out the loan and grant funding to the **City of Ferndale** up to a maximum of Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000) of the total project costs. This amount shall be paid in accordance with Exhibit B, attached hereto. Disbursements of grant and loan funding shall be made contingent upon and subject to the continued commitment of the other project funding sources.

- (iv) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The **City of Ferndale** agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

C. REPAYMENT OF COUNTY LOAN—The **City of Ferndale** shall repay the Loan as follows:

- (i) The term of the Loan shall be **20** years, commencing from the date that the County disburses the Loan proceeds to the **City of Ferndale**. Interest shall accrue on the unpaid principal at a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.
- (ii) The **City of Ferndale** will make loan payments to the County annually on or before the anniversary date of receiving loan proceeds in accordance with the attached amortization schedule (Attachment A). Loan payments must be delivered to the Whatcom County Executive Department, Suite 108, 311 Grand Avenue, Bellingham, WA 98225.
- (iii) Failure to make the payment in the required amount by the date it is due according to the amortization schedule hereto attached shall constitute an event of default by the **City of Ferndale**. In the event that the **City of Ferndale** fails timely to make a Loan payment hereunder, the County shall notify the **City of Ferndale** of the failure and the **City of Ferndale** shall have fourteen (14) days to cure its failure. At the option of the County, such an event of default and the **City of Ferndale**'s failure to cure within the stated time period is a sufficient basis upon which the County may take action to collect the amount that is delinquent, and if the County takes action to collect pursuant to this provision, the **City of Ferndale** shall pay to the County not only the amount owing, but also any collection of reasonable costs incurred by the County. Furthermore, if the **City of Ferndale** fails to make a payment on the Loan within thirty (30) days of the date it is due, and if the County has provided the **City of Ferndale** with the notice provided for in this section, then the County may choose to declare the remaining balance of the loan due and owing.
- (iv) There is no prepayment penalty should the **City of Ferndale** desire to retire this debt early, either in whole or in part.

VI RECORDS, REPORTS AND AUDITS

The **City of Ferndale** agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the **City of Ferndale** in the undertaking of a project of this nature. All **City of Ferndale** records pertaining to this Agreement and the Project work shall be retained by the **City of Ferndale** for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the

State government shall have access to any books, documents, papers, and records of the **City of Ferndale** which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

VII RELATIONSHIP OF PARTIES AND AGENTS

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

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

VIII TERMINATION

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

- A. **TERMINATION FOR CAUSE**— If the **City of Ferndale** fails to comply with the terms and conditions of this Agreement, the County will give notice to the **City of Ferndale** in writing of its failure to comply. The **City of Ferndale** will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the **City of Ferndale** into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the **City of Ferndale** and a failure by the **City of Ferndale** to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the **City of Ferndale** may take such remedial actions under the law as are available to cure the default, including specific performance.
- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

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

X INTEREST OF MEMBERS OF THE COUNTY AND THE City of Ferndale

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

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

XII ASSIGNABILITY

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

XIII NON-WAIVER

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

XIV CONTRACT MODIFICATIONS

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

XV SEVERABILITY

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

XVI NOTICES

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

TO City of Ferndale: Jori Burnett, City Administrator
City of Ferndale
P.O. Box 936
Ferndale, WA 98248

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

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

XVII INTEGRATION

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

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

* * * * *

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

EXECUTED, this _____ day of _____, 2022, for the **City of Ferndale**:

Jori Burnett, City Administrator

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this _____ day of _____, 2022, before me personally appeared **JORI BURNETT**, to me known to be the **CITY ADMINISTRATOR** of the **City of Ferndale** and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Exhibit A SCOPE OF WORK

City of Ferndale – Emergency Water Intertie Project

The City of Ferndale has requested grant and loan funding from the Whatcom County Economic Development Investment (EDI) Fund. Funding is requested for the Emergency Water Intertie project.

The City of Ferndale has historically utilized the Nooksack River as the primary source for municipal drinking water. Within the last decade the City has transitioned to a system of wells that are hydrologically separated from the Nooksack River. This intertie would allow the City of Ferndale to access City of Bellingham municipal water in case of an emergency situation (including but not limited to major fire, damage to Ferndale wells or pump stations, contamination, well failure, and more.) While the city of Ferndale has secured sufficient water rights to support forecast growth, an intertie provides an important redundancy, should it become needed.

The City of Ferndale and the City of Bellingham have adopted interlocal agreements for the emergency intertie and the intertie has been designed. The City has completely funded design and permitting costs with bid anticipated following permit approval. This intertie will consist of a new water main between an existing City of Bellingham water tank approximately one-half mile south of the Ferndale City limits and the City's existing municipal water mains.

This project will enable the City to maintain the municipal water services that the community and businesses rely on, even during an emergency event.

Project Timeline:

August 2022 to January 2023

1. Open Bids: August 31, 2022
2. Notice of Award: September 2022
3. Preconstruction Meeting: Late September 2022
4. Construction Submittals: September/October 2022
5. Mobilize on-site: October 2022
6. Establish Erosion Control Measures: October 2022
7. Construct Waterline Improvements: October-December 2022.
8. Completion December 2022 / January 2023

Exhibit B

City of Ferndale – Emergency Water Intertie Project Loan and Grant Draw Down Requirements

The **\$525,000 grant** funding will be disbursed prior to any loan funding, as follows:

The **City of Ferndale** will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

The **\$325,000 loan** will be disbursed as follows:

Following the disbursement of all grant funds, the loan funds will be made available for application to the project by warrant within 30 days of receipt of written request from **Jori Burnett, City Administrator** of the **City of Ferndale**, and sent to the Whatcom County Executive's office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. The request will include the full loan amount (**\$325,000**), and a reference to the contract number assigned to this Interlocal Agreement. Repayment of the loan will begin one year from the disbursement date and follow the schedule noted in Attachment A.

BUDGET

| Funding Source | Amount |
|-------------------------------------|---------------------|
| City of Ferndale Funds | \$ 560,000 |
| Whatcom County EDI Fund (Loan) | \$ 325,000 |
| Whatcom County EDI Fund (Grant) | \$ 525,000 |
| TOTAL | \$ 1,410,000 |
| | |
| Project Budget | |
| Construction Engineering/Management | \$160,000 |
| Construction | \$1,250,000 |
| TOTAL | \$1,410,000 |
| | |

**Attachment A
Amortization Schedule**

| WHATCOM COUNTY | | | | | | |
|----------------------------------|------|-------------------|------------|----------|------------|----------------|
| EDI Loan City of Ferndale | | | | | | |
| Emergency Water Intertie Project | | | | | | |
| | | Principal | | | \$325,000 | |
| | | Interest Rate | | | 1.00% | |
| | | Term (20 years) | | | 20 | |
| # | Year | Beginning Balance | Payment | Interest | Principal | Ending Balance |
| 1 | 2024 | \$325,000 | (\$18,010) | 3,250 | (\$14,760) | \$310,240 |
| 2 | 2025 | \$310,240 | (\$18,010) | 3,102 | (\$14,908) | \$295,332 |
| 3 | 2026 | \$295,332 | (\$18,010) | 2,953 | (\$15,057) | \$280,275 |
| 4 | 2027 | \$280,275 | (\$18,010) | 2,803 | (\$15,207) | \$265,068 |
| 5 | 2028 | \$265,068 | (\$18,010) | 2,651 | (\$15,359) | \$249,709 |
| 6 | 2029 | \$249,709 | (\$18,010) | 2,497 | (\$15,513) | \$234,196 |
| 7 | 2030 | \$234,196 | (\$18,010) | 2,342 | (\$15,668) | \$218,528 |
| 8 | 2031 | \$218,528 | (\$18,010) | 2,185 | (\$15,825) | \$202,703 |
| 9 | 2032 | \$202,703 | (\$18,010) | 2,027 | (\$15,983) | \$186,720 |
| 10 | 2033 | \$186,720 | (\$18,010) | 1,867 | (\$16,143) | \$170,577 |
| 11 | 2034 | \$170,577 | (\$18,010) | 1,706 | (\$16,304) | \$154,273 |
| 12 | 2035 | \$154,273 | (\$18,010) | 1,543 | (\$16,467) | \$137,806 |
| 13 | 2036 | \$137,806 | (\$18,010) | 1,378 | (\$16,632) | \$121,174 |
| 14 | 2037 | \$121,174 | (\$18,010) | 1,212 | (\$16,798) | \$104,376 |
| 15 | 2038 | \$104,376 | (\$18,010) | 1,044 | (\$16,966) | \$87,410 |
| 16 | 2039 | \$87,410 | (\$18,010) | 874 | (\$17,136) | \$70,274 |
| 17 | 2040 | \$70,274 | (\$18,010) | 703 | (\$17,307) | \$52,967 |
| 18 | 2041 | \$52,967 | (\$18,010) | 530 | (\$17,480) | \$35,487 |
| 19 | 2042 | \$35,487 | (\$18,010) | 355 | (\$17,655) | \$17,832 |
| 20 | 2043 | \$17,832 | (\$18,010) | 178 | (\$17,832) | \$0 |

ATTACHMENT B Funding Application

City of Ferndale – Emergency Water Intertie Project Economic Development Investment (EDI) Program Application



Emergency Water Intertie Project (City of Ferndale Washington)

Funding Request: \$850,000 (grant)

Water Infrastructure - EDI

Request: The City of Ferndale requests an \$850,000 grant in order to complete construction of an emergency water intertie project between the City of Ferndale and City of Bellingham. While an \$850,000 grant is requested, the City is also amenable to a combination grant/loan.

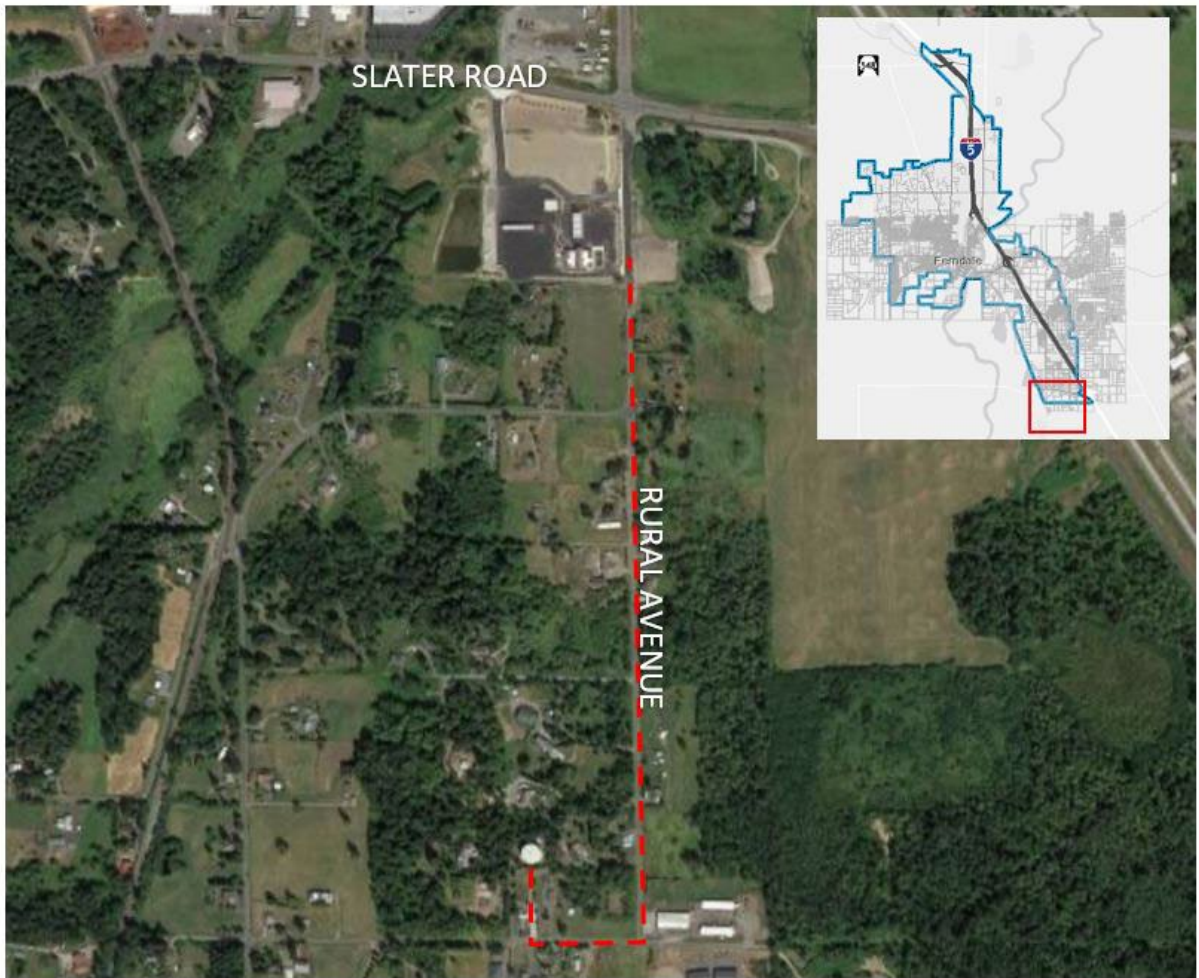
Issue: The City of Ferndale has historically utilized the Nooksack River as the primary source for municipal drinking water. Within the last decade the City has transitioned to a system of wells that are hydrologically separated from the Nooksack River. The Nooksack River provides habitat and spawning grounds for endangered salmon species and is experiencing a significant reduction in seasonal flows as a result of climate change and other factors.

In an era of increased water scarcity, the City of Bellingham and the City of Ferndale have sought to establish an emergency intertie between the two jurisdictions. This intertie would allow the City of Ferndale to access City of Bellingham municipal water in case of an emergency situation (including but not limited to major fire, damage to Ferndale wells or pumps stations, contamination, well failure, and more). While the City of Ferndale has secured sufficient water rights to support forecast growth, an intertie provides an important redundancy, should it become needed.

Solution: The City of Ferndale and the City of Bellingham have adopted interlocal agreements for the emergency intertie, and the intertie has been designed. This intertie will consist of a new water main between an existing City of Bellingham water tank approximately one-half mile south of the Ferndale City limits, and the City's existing municipal water mains.

Ferndale has completed a 90% engineering estimate for this project, which is projected to cost \$1.85 million. The project is considered shovel-ready. The City is prepared to pay for the remaining \$1 million of the project.

EDI Eligibility: The project will enable the City to maintain the municipal water services that the community and businesses rely on, even during an emergency event.



EDI INFRASTRUCTURE PROJECTS

| | Cost Center | Contract No. | Term | EDI Request Request | EDI Distribution | | Municipality Contribution | Total Project | Description |
|--------------------------------------|----------------|-----------------|-------------------|------------------------|---------------------|---------------------|------------------------------|----------------------|---|
| | | | | | 3/4 Grant | 1/4 Loan | | | |
| Lynden | | | | | | | | | |
| Rec Center- | 332256 | | 9/2022 - 12/2022 | | | | \$ 250,000 | \$ 250,000 | Infrastructure - Building preservation |
| Community Center | 332257 | | 9/2022 - 12/2022 | \$ 300,000 | \$ 300,000 | | \$ 300,000 | \$ 600,000 | Infrastructure - Building preservation |
| Grover St.Pavement | 332258 | | 9/2022 - 12/2022 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 1,000,000 | Infrastructure - street improvement |
| Trail Connector | 332259 | | 9/2022 - 12/2023 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 870,000 | Capital Facility - Community Trail |
| South Park Water and St. | 332260 | | 2023 | \$ 950,000 | \$ 387,500 | \$ 562,500 | \$ 1,000,000 | \$ 1,950,000 | Infrastructure - Storm and Water |
| Blaine | | | | | | | | | |
| Harvey Water Pump Stn | 332261 | | | \$ 500,000 | \$ 375,000 | \$ 125,000 | \$ 500,000 | \$ 1,000,000 | Infrastructure - Water |
| Sewer Rehab | 332262 | | | \$ 2,500,000 | \$ 1,875,000 | \$ 625,000 | \$ 5,000,000 | \$ 7,500,000 | Infrastructure - Sewer |
| Ferndale | | | | | | | | | |
| Emergency Intertie Water | 332263 | 202207012 | 9/1/22 - 6/30/23 | \$ 850,000 | \$ 525,000 | \$ 325,000 | \$ 1,000,000 | \$ 1,850,000 | Infrastructure - Water |
| Church Rd Booster Station | 332264 | | 9/1/22 - 7/31/23 | \$ 250,000 | \$ 250,000 | \$ - | \$ 500,000 | \$ 750,000 | Infrastructure - Water |
| Skatepark | 332265 | | 4/1/23 - 12/31/24 | \$ 200,000 | \$ 200,000 | \$ - | \$ 1,000,000 | \$ 1,200,000 | Capital Facility - Parks and Recreation |
| Port of Bellingham | | | | | | | | | |
| BST Term Power/Telecom | 332266 | | 9/01/22-12/31/23 | \$ 1,500,000 | \$ 1,125,000 | | \$ 1,875,000 | \$ 3,375,000 | Infrastructure - Electrical/Telecom |
| City Of Bellingham | | | | | | | | | |
| Meridian Birchwood Phase I* | 332267 | | 9/2022 - 12/2025 | \$ 2,625,000 | \$ 2,625,000 | \$ - | \$ 4,375,000 | \$ 7,000,000 | Infrastructure - Road |
| Other | | | | | | | | | |
| | | | | | | | | | |
| Total Infrastructure Requests | | | | \$ 10,675,000 | \$ 8,662,500 | \$ 1,637,500 | \$ 16,800,000 | \$ 27,345,000 | |

City of Lynden Pulled Rec Center request of \$250k and increased the S. Park Street Water project request by \$250k

City of Bellingham requested \$2.625 million. Awarded \$2,625,000 grant, loan declined.

Port of Bellingham requested \$1.5 million. Awarded \$1,125,000 grant, \$375k loan declined.

Ferndale now includes one Loan/Grant agreement. Water Intertie project \$525K Grant & \$325K loan.

Anticipate Blaine to choose Sewer Rehab for single Grant/Loan program Propose: Grant \$1,125,000 Loan: \$750k



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-513

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2022-513 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/15/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

Primary Contact Email: Tschroed@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 Ferndale for the construction of a Booster Station on Church Road in the amount of \$250,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Routing Form, Interlocal Agreement, Infrastructure allocations

EXECUTIVE'S OFFICE

County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council members

THROUGH: Satpal Sidhu, County Executive

FROM: Tyler Schroeder, Deputy Executive

RE: EDI Board Recommendation – Countywide Infrastructure Program

DATE: September 27, 2022

The County Executive is requesting the County Council to approve eleven (11) EDI funding contracts. These contracts are being brought forward as a result Council's approval of the EDI Board's recommendation to provide funding from the EDI Fund to support the construction of eleven countywide infrastructure projects.

▪ Background and Purpose

In 2021, the County Council considered utilizing ARPA funds to stimulate the economy by funding Countywide infrastructure projects. At that time, there were questions about how this program would be developed and if it was more appropriate to use the EDI fund for these types of projects. In coordination with the City Mayors and representatives of the Port of Bellingham it became clear that the EDI Fund is the most appropriate funding source and that the fund has an available balance to accomplish the project list.

The EDI board considered the project list and funding allocations in Exhibit A at their April 27th meeting. Additional details on the projects are also provided in the project "white papers". After thorough discussions on the economic benefit of the projects and the existing fund balance the EDI Board unanimously approved the list for Council consideration.

Since April, the City of Bellingham and the Port of Bellingham have both rescinded the loan portion of their funding request. Additionally, the Cities of Ferndale and Lynden both agreed to designate their largest project to apply the entire loan portion of their requests. Exhibit A, reflects the updated allocations.

▪ Funding Amount and Source

\$10.3 Million dollars will be drawn from the EDI Program's loan and grant program and the existing loan repayment balance. This will include \$8.66 Million in grants and \$1.6 Million in loans. With the matching funds from the local jurisdictions these local dollars will be leveraged to accomplish approximately \$27.3 Million worth of community economic development projects throughout Whatcom County.

Over the last few years the EDI fund has developed a very sizable fund balance. This is in large part to the loan program that the County has been utilizing since the development of the program. The Loan Interest and Repayment section of the fund has an estimated balance of approximately \$13 Million at the end of 2022. The Grant and Loan program has an estimated balance of \$4.25 Million. In total, the program, excluding the County's Capital Facility portion, has approximately \$17.25 Million available to spend. With the approval of these subject projects the fund will still have approximately \$6.5 million in estimated fund balance at the end of 2022.

On an annual basis, the Grant and Loan portion of the fund collects approximately \$4 million a year. With the approval of these projects, the Grant and Loan portion of the EDI Fund is still projected to have a fund balance of close to \$10 Million at the end of 2023.

With the Council approval of the requested funding, the Administration has entered into an infrastructure loan and grant agreement with each jurisdiction for their respective EDI infrastructure allocation.

▪ **Requested Council Motion**

The County Administration, with unanimous support from the EDI Board, requests the County Council to approve this contract for funding from the EDI Fund.

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

Enclosure

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

| | |
|-------------------|--|
| Contract Routing: | 1. Prepared by: _____ 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: _____ |
|-------------------|--|

**Economic Development Investment Program
Interlocal Grant Agreement
City of Ferndale – Church Road Booster Station Project**

I PARTIES

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

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until the project is complete and the final report required under Section V, MUTUAL CONSIDERATION A (iv) is received or until the contract terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the Church Road Booster Station Project (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment A).

IV RECITALS

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

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

B. The **City of Ferndale** will construct the Project. The Project will be partially funded by a **\$250,000 grant from the Whatcom County Public Utilities Improvement Fund** and the balance of the Project will be funded by the City of Ferndale, as outlined in Attachment C. The Project improvements, when complete, will be owned and maintained by **City of Ferndale**.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing

businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

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

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

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

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a grant in the amount of \$250,000. A copy of the EDI application for this project is attached by reference to this Agreement (Attachment A).

H. The Whatcom County Council reviewed the recommendation and approved a grant to the **City of Ferndale** from the Public Utilities Improvement Fund in the amount of \$250,000.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.

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

V MUTUAL CONSIDERATION

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

A. **City of Ferndale RESPONSIBILITIES:** The **City of Ferndale** hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the **City of Ferndale** shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources

and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the **City of Ferndale's** application for EDI funding.

- (ii) The **City of Ferndale** shall be responsible for all aspects of the design and construction of the project.
- (iii) The **City of Ferndale** shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The **City of Ferndale** will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The **City of Ferndale** shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.

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

- (i) COUNTY GRANT—The County shall issue a grant to the City of Ferndale for up to Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000) for the Project described herein. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other project funding sources. This amount shall be paid in accordance with ExhibitB.
- (ii) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The **City of Ferndale** agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

VI RECORDS, REPORTS AND AUDITS

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

VII RELATIONSHIP OF PARTIES AND AGENTS

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

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

VIII TERMINATION

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

- A. **TERMINATION FOR CAUSE**— If the **City of Ferndale** fails to comply with the terms and conditions of this Agreement, the County will give notice to the **City of Ferndale** in writing of its failure to comply. The **City of Ferndale** will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the **City of Ferndale** into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the **City of Ferndale** and a failure by the **City of Ferndale** to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the **City of Ferndale** may take such remedial actions under the law as are available to cure the default, including specific performance.
- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

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

X INTEREST OF MEMBERS OF THE COUNTY AND THE City of Ferndale

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

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

XII ASSIGNABILITY

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

XIII NON-WAIVER

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

XIV CONTRACT MODIFICATIONS

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

XV SEVERABILITY

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

XVI NOTICES

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

TO City of Ferndale: Jori Burnett, City Administrator
City of Ferndale
P.O. Box 936
Ferndale, WA 98248

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

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

XVII INTEGRATION

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

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

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

EXECUTED, this _____ day of _____, 2022, for the **City of Ferndale**:

Jori Burnett, City Administrator

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this _____ day of _____, 2022, before me personally appeared **JORI BURNETT**, to me known to be the **CITY ADMINISTRATOR** of the **City of Ferndale** and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Exhibit A SCOPE OF WORK

City of Ferndale – Church Road Booster Project

The City of Ferndale has requested grant and loan funding from the Whatcom County Economic Development Investment (EDI) Fund. Funding is requested for the Church Road Booster Station Project.

The City of Ferndale will replace pump and motor controls, as well as electrical pumping necessary to fill the city's largest water reservoir within the main pressure zone. The current station relies on pumps and motor controls that are no longer efficient or reliable, and are no longer supported by the manufacturer.

This project will enable the City to maintain the municipal water pumps that are necessary to fill the city's largest water reservoir. The EDI funding will be utilized for the construction phase of the project.

Project Timeline:

1. Open Bids: August 31, 2022
2. Notice of Award: Early September 2022
3. Preconstruction Meeting: Late September 2022
4. Construction Submittals: October 2022
5. Mobilize on-site: November 2022
6. Establish Erosion Control Measures: November 2022
7. Construct Water Pump Station Improvements: November 2022 to February 2023
8. Place new water pump equipment in operation: February 2023
9. Substantial Completion Deadline: March 3, 2023
10. Finish remaining Clean Up, Painting, Labeling, Site Restoration, and Punch List Work: March 2023

**Exhibit B
BUDGET**

**City of Ferndale – Church Road Booster Station Project
Grant Draw Down Requirements**

The **\$250,000 grant** funding will be disbursed as follows:

The **City of Ferndale** will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of paid invoices documenting project costs. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

| Funding Source | Amount |
|-------------------------------------|-------------------|
| City of Ferndale Funds | \$ 625,000 |
| Whatcom County EDI Fund (Grant) | \$ 250,000 |
| TOTAL | \$ 875,000 |
| | |
| Project Budget | |
| | |
| Construction Engineering/Management | \$ 125,000 |
| Construction | \$ 750,000 |
| TOTAL | \$ 875,000 |
| | |

ATTACHMENT A
Funding Application

City of Ferndale – Church Road Booster Station Project
Economic Development Investment (EDI) Program Application



Church Road Booster Station
(City of Ferndale Washington)

Funding Request: \$250,000 (Grant)

Scope: The City will replace pump and motor controls, as well as electrical components at the City of Ferndale's Church Road Booster Station. The station provides pumping necessary to fill the City's largest water reservoir within the main pressure zone. The current station relies on pumps and motor controls that are no longer efficient or reliable, and are no longer supported by the manufacturer. The project is considered shovel-ready.

Timeline: The City anticipates commencing construction in late 2022, with a project completion of mid-year 2023.

Budget: The City has completed design and anticipates construction costs of \$750,000 based on current engineers' estimate. EDI funds will be used for construction costs.

Anticipated Reimbursables: Project construction costs.

EDI INFRASTRUCTURE PROJECTS

| | Cost Center | Contract No. | Term | EDI Request Request | EDI Distribution | | Municipality Contribution | Total Project | Description |
|--------------------------------------|----------------|-----------------|-------------------|------------------------|---------------------|---------------------|------------------------------|----------------------|---|
| | | | | | 3/4 Grant | 1/4 Loan | | | |
| Lynden | | | | | | | | | |
| Rec Center- | 332256 | | 9/2022 - 12/2022 | | | | \$ 250,000 | \$ 250,000 | Infrastructure - Building preservation |
| Community Center | 332257 | | 9/2022 - 12/2022 | \$ 300,000 | \$ 300,000 | | \$ 300,000 | \$ 600,000 | Infrastructure - Building preservation |
| Grover St.Pavement | 332258 | | 9/2022 - 12/2022 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 1,000,000 | Infrastructure - street improvement |
| Trail Connector | 332259 | | 9/2022 - 12/2023 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 870,000 | Capital Facility - Community Trail |
| South Park Water and St. | 332260 | | 2023 | \$ 950,000 | \$ 387,500 | \$ 562,500 | \$ 1,000,000 | \$ 1,950,000 | Infrastructure - Storm and Water |
| Blaine | | | | | | | | | |
| Harvey Water Pump Stn | 332261 | | | \$ 500,000 | \$ 375,000 | \$ 125,000 | \$ 500,000 | \$ 1,000,000 | Infrastructure - Water |
| Sewer Rehab | 332262 | | | \$ 2,500,000 | \$ 1,875,000 | \$ 625,000 | \$ 5,000,000 | \$ 7,500,000 | Infrastructure - Sewer |
| Ferndale | | | | | | | | | |
| Emergency Intertie Water | 332263 | 202207012 | 9/1/22 - 6/30/23 | \$ 850,000 | \$ 525,000 | \$ 325,000 | \$ 1,000,000 | \$ 1,850,000 | Infrastructure - Water |
| Church Rd Booster Station | 332264 | 202209008 | 9/1/22 - 7/31/23 | \$ 250,000 | \$ 250,000 | \$ - | \$ 500,000 | \$ 750,000 | Infrastructure - Water |
| Skatepark | 332265 | | 4/1/23 - 12/31/24 | \$ 200,000 | \$ 200,000 | \$ - | \$ 1,000,000 | \$ 1,200,000 | Capital Facility - Parks and Recreation |
| Port of Bellingham | | | | | | | | | |
| BST Term Power/Telecom | 332266 | | 9/01/22-12/31/23 | \$ 1,500,000 | \$ 1,125,000 | | \$ 1,875,000 | \$ 3,375,000 | Infrastructure - Electrical/Telecom |
| City Of Bellingham | | | | | | | | | |
| Meridian Birchwood Phase I* | 332267 | | 9/2022 - 12/2025 | \$ 2,625,000 | \$ 2,625,000 | \$ - | \$ 4,375,000 | \$ 7,000,000 | Infrastructure - Road |
| Other | | | | | | | | | |
| | | | | | | | | | |
| Total Infrastructure Requests | | | | \$ 10,675,000 | \$ 8,662,500 | \$ 1,637,500 | \$ 16,800,000 | \$ 27,345,000 | |

City of Lynden Pulled Rec Center request of \$250k and increased the S. Park Street Water project request by \$250k

City of Bellingham requested \$2.625 million. Awarded \$2,625,000 grant, loan declined.

Port of Bellingham requested \$1.5 million. Awarded \$1,125,000 grant, \$375k loan declined.

Ferndale now includes one Loan/Grant agreement. Water Intertie project \$525K Grant & \$325K loan.

Anticipate Blaine to choose Sewer Rehab for single Grant/Loan program Propose: Grant \$1,125,000 Loan: \$750k



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-514

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2022-514 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/15/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

Primary Contact Email: Tschroed@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 Ferndale for the construction of a Metalworks Skatepark in the amount of \$200,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
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Attachments: Memo, Interlocal Agreement, Routing Worksheet, Infrastructure Projects

EXECUTIVE'S OFFICE

County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council members

THROUGH: Satpal Sidhu, County Executive

FROM: Tyler Schroeder, Deputy Executive

RE: EDI Board Recommendation – Countywide Infrastructure Program

DATE: September 27, 2022

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▪ Background and Purpose

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On an annual basis, the Grant and Loan portion of the fund collects approximately \$4 million a year. With the approval of these projects, the Grant and Loan portion of the EDI Fund is still projected to have a fund balance of close to \$10 Million at the end of 2023.

With the Council approval of the requested funding, the Administration has entered into an infrastructure loan and grant agreement with each jurisdiction for their respective EDI infrastructure allocation.

▪ **Requested Council Motion**

The County Administration, with unanimous support from the EDI Board, requests the County Council to approve this contract for funding from the EDI Fund.

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

Enclosure

**Economic Development Investment Program
Interlocal Grant Agreement
City of Ferndale – Metalworks Skatepark Project**

I PARTIES

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

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until the project is complete and the final report required under Section V, MUTUAL CONSIDERATION A (iv) is received or until the contract terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the Metalworks Skatepark Project (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment A).

IV RECITALS

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

- A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.
- B. The **City of Ferndale** will construct the Project. The Project will be partially funded by a **\$200,000 grant from the Whatcom County Public Utilities Improvement Fund** and the balance of the Project will be funded by the City of Ferndale, as outlined in Exhibit B. The Project improvements, when complete, will be owned and maintained by **City of Ferndale**.
- C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing

operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

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

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

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

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a grant in the amount of \$200,000. A copy of the EDI application for this project is attached by reference to this Agreement (Attachment A).

H. The Whatcom County Council reviewed the recommendation and approved a grant to the **City of Ferndale** from the Public Utilities Improvement Fund in the amount of \$200,000.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.

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

V MUTUAL CONSIDERATION

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

A. **City of Ferndale RESPONSIBILITIES:** The **City of Ferndale** hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the **City of Ferndale** shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the

estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the **City of Ferndale's** application for EDI funding.

- (ii) The **City of Ferndale** shall be responsible for all aspects of the design and construction of the project.
- (iii) The **City of Ferndale** shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The **City of Ferndale** will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The **City of Ferndale** shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.

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

- (i) COUNTY GRANT—The County shall issue a grant to the City of Ferndale for up to Two Hundred Thousand Dollars and Zero Cents (\$200,000) for the Project described herein. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other project funding sources. This amount shall be paid in accordance with Exhibit A.
- (ii) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The **City of Ferndale** agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

VI RECORDS, REPORTS AND AUDITS

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

VII RELATIONSHIP OF PARTIES AND AGENTS

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

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

VIII TERMINATION

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

- A. **TERMINATION FOR CAUSE**— If the **City of Ferndale** fails to comply with the terms and conditions of this Agreement, the County will give notice to the **City of Ferndale** in writing of its failure to comply. The **City of Ferndale** will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the **City of Ferndale** into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the **City of Ferndale** and a failure by the **City of Ferndale** to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the **City of Ferndale** may take such remedial actions under the law as are available to cure the default, including specific performance.
- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

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

X INTEREST OF MEMBERS OF THE COUNTY AND THE City of Ferndale

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

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

XII ASSIGNABILITY

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

XIII NON-WAIVER

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

XIV CONTRACT MODIFICATIONS

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

XV SEVERABILITY

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

XVI NOTICES

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

TO City of Ferndale: Jori Burnett, City Administrator
City of Ferndale
P.O. Box 936
Ferndale, WA 98248

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

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

XVII INTEGRATION

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

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

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

EXECUTED, this _____ day of _____, 2022, for the **City of Ferndale**:

Jori Burnett, City Administrator

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this _____ day of _____, 2022, before me personally appeared **JORI BURNETT**, to me known to be the **CITY ADMINISTRATOR** of the **City of Ferndale** and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Exhibit A
SCOPE OF WORK

City of Ferndale – Metalworks Skatepark Project

The City of Ferndale has requested grant funding from the Whatcom County Economic Development Investment (EDI) Fund. Funding is requested for the Metalworks Skatepark Project.

The City of Ferndale will construct an approximately 10,000 square foot skatepark within Pioneer Park, a City-owned park. The city has received funding from the Washington State Recreation and Conservation Office (RCO) and the Ferndale city Council has committed additional funds to support the construction of the park, which will be within a five-minute walk of Downtown Ferndale and dense residential development.

Pioneer Park is the City's largest park and is under-developed. By co-locating a variety of activities within the park, the facility will serve as a key anchor for additional public and private reinvestment within the downtown core.

Project Timeline: The project will begin in summer 2023 and completion is anticipated for early 2024.

**Exhibit B
BUDGET**

**City of Ferndale – Metalworks Skatepark Project
Grant Draw Down Requirements**

The **\$200,000 grant** funding will be disbursed as follows:

The **City of Ferndale** will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of paid invoices and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

BUDGET

| Funding Source | Amount |
|-------------------------------------|---------------------|
| City of Ferndale Funds | \$ 500,000 |
| Whatcom County EDI Fund (Grant) | \$ 200,000 |
| Washington State RCO Funds | \$480,000 |
| TOTAL | \$ 1,180,000 |
| | |
| Project Budget | |
| Engineering Design | \$300,000 |
| Construction | \$775,000 |
| Construction Engineering/Management | \$105,000 |
| TOTAL | \$ 1,180,000 |
| | |

ATTACHMENT A
Funding Application

City of Ferndale – Metalworks Skatepark Project
Economic Development Investment (EDI) Program Application



Metalworks Skatepark
(City of Ferndale Washington)

Funding Request: \$200,000 (Grant)

Scope: The City will construct a ~10,000 skatepark within Pioneer Park, a City-owned park. The City has received funding from the Washington State Recreation and Conservation Office (RCO), and the Ferndale City Council has committed additional funds to support the construction of the park, which will be within a five-minute walk of Downtown Ferndale and dense residential development. Pioneer Park is the City's largest park and is under-developed; by co-locating a variety of activities within the park, the facility will serve as a key anchor for additional public and private reinvestment within the Downtown core.

Timeline: The City anticipates commencing construction in 2Q 2023, with a project completion of 4Q 2024.

Budget: City of Ferndale has executed a design contract for \$300,000 with New Line Skateparks; design is currently at the 30% milestone. The City anticipates \$1.2 million for construction based on preliminary estimates.

Anticipated Reimbursables: Engineering design, project construction, materials

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

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

EDI INFRASTRUCTURE PROJECTS

| | Cost Center | Contract No. | Term | EDI Request Request | EDI Distribution | | Municipality Contribution | Total Project | Description |
|--------------------------------------|----------------|-----------------|-------------------|------------------------|---------------------|---------------------|------------------------------|----------------------|---|
| | | | | | 3/4 Grant | 1/4 Loan | | | |
| Lynden | | | | | | | | | |
| Rec Center- | 332256 | | 9/2022 - 12/2022 | | | | \$ 250,000 | \$ 250,000 | Infrastructure - Building preservation |
| Community Center | 332257 | | 9/2022 - 12/2022 | \$ 300,000 | \$ 300,000 | | \$ 300,000 | \$ 600,000 | Infrastructure - Building preservation |
| Grover St.Pavement | 332258 | | 9/2022 - 12/2022 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 1,000,000 | Infrastructure - street improvement |
| Trail Connector | 332259 | | 9/2022 - 12/2023 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 870,000 | Capital Facility - Community Trail |
| South Park Water and St. | 332260 | | 2023 | \$ 950,000 | \$ 387,500 | \$ 562,500 | \$ 1,000,000 | \$ 1,950,000 | Infrastructure - Storm and Water |
| Blaine | | | | | | | | | |
| Harvey Water Pump Stn | 332261 | | | \$ 500,000 | \$ 375,000 | \$ 125,000 | \$ 500,000 | \$ 1,000,000 | Infrastructure - Water |
| Sewer Rehab | 332262 | | | \$ 2,500,000 | \$ 1,875,000 | \$ 625,000 | \$ 5,000,000 | \$ 7,500,000 | Infrastructure - Sewer |
| Ferndale | | | | | | | | | |
| Emergency Intertie Water | 332263 | 202207012 | 9/1/22 - 6/30/23 | \$ 850,000 | \$ 525,000 | \$ 325,000 | \$ 1,000,000 | \$ 1,850,000 | Infrastructure - Water |
| Church Rd Booster Station | 332264 | 202209008 | 9/1/22 - 7/31/23 | \$ 250,000 | \$ 250,000 | \$ - | \$ 500,000 | \$ 750,000 | Infrastructure - Water |
| Skatepark | 332265 | 202209009 | 4/1/23 - 12/31/24 | \$ 200,000 | \$ 200,000 | \$ - | \$ 1,000,000 | \$ 1,200,000 | Capital Facility - Parks and Recreation |
| Port of Bellingham | | | | | | | | | |
| BST Term Power/Telecom | 332266 | | 9/01/22-12/31/23 | \$ 1,500,000 | \$ 1,125,000 | | \$ 1,875,000 | \$ 3,375,000 | Infrastructure - Electrical/Telecom |
| City Of Bellingham | | | | | | | | | |
| Meridian Birchwood Phase I* | 332267 | | 9/2022 - 12/2025 | \$ 2,625,000 | \$ 2,625,000 | \$ - | \$ 4,375,000 | \$ 7,000,000 | Infrastructure - Road |
| Other | | | | | | | | | |
| | | | | | | | | | |
| Total Infrastructure Requests | | | | \$ 10,675,000 | \$ 8,662,500 | \$ 1,637,500 | \$ 16,800,000 | \$ 27,345,000 | |

City of Lynden Pulled Rec Center request of \$250k and increased the S. Park Street Water project request by \$250k

City of Bellingham requested \$2.625 million. Awarded \$2,625,000 grant, loan declined.

Port of Bellingham requested \$1.5 million. Awarded \$1,125,000 grant, \$375k loan declined.

Ferndale now includes one Loan/Grant agreement. Water Intertie project \$525K Grant & \$325K loan.

Anticipate Blaine to choose Sewer Rehab for single Grant/Loan program Propose: Grant \$1,125,000 Loan: \$750k



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-515

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2022-515 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/15/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for repair and construction of the City's Community Center in the amount of \$300,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Interlocal Agreement, Routing Form, Infrastructure Allocations

EXECUTIVE'S OFFICE

County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council members

THROUGH: Satpal Sidhu, County Executive

FROM: Tyler Schroeder, Deputy Executive

RE: EDI Board Recommendation – Countywide Infrastructure Program

DATE: September 27, 2022

The County Executive is requesting the County Council to approve eleven (11) EDI funding contracts. These contracts are being brought forward as a result Council's approval of the EDI Board's recommendation to provide funding from the EDI Fund to support the construction of eleven countywide infrastructure projects.

▪ Background and Purpose

In 2021, the County Council considered utilizing ARPA funds to stimulate the economy by funding Countywide infrastructure projects. At that time, there were questions about how this program would be developed and if it was more appropriate to use the EDI fund for these types of projects. In coordination with the City Mayors and representatives of the Port of Bellingham it became clear that the EDI Fund is the most appropriate funding source and that the fund has an available balance to accomplish the project list.

The EDI board considered the project list and funding allocations in Exhibit A at their April 27th meeting. Additional details on the projects are also provided in the project "white papers". After thorough discussions on the economic benefit of the projects and the existing fund balance the EDI Board unanimously approved the list for Council consideration.

Since April, the City of Bellingham and the Port of Bellingham have both rescinded the loan portion of their funding request. Additionally, the Cities of Ferndale and Lynden both agreed to designate their largest project to apply the entire loan portion of their requests. Exhibit A, reflects the updated allocations.

▪ Funding Amount and Source

\$10.3 Million dollars will be drawn from the EDI Program's loan and grant program and the existing loan repayment balance. This will include \$8.66 Million in grants and \$1.6 Million in loans. With the matching funds from the local jurisdictions these local dollars will be leveraged to accomplish approximately \$27.3 Million worth of community economic development projects throughout Whatcom County.

Over the last few years the EDI fund has developed a very sizable fund balance. This is in large part to the loan program that the County has been utilizing since the development of the program. The Loan Interest and Repayment section of the fund has an estimated balance of approximately \$13 Million at the end of 2022. The Grant and Loan program has an estimated balance of \$4.25 Million. In total, the program, excluding the County's Capital Facility portion, has approximately \$17.25 Million available to spend. With the approval of these subject projects the fund will still have approximately \$6.5 million in estimated fund balance at the end of 2022.

On an annual basis, the Grant and Loan portion of the fund collects approximately \$4 million a year. With the approval of these projects, the Grant and Loan portion of the EDI Fund is still projected to have a fund balance of close to \$10 Million at the end of 2023.

With the Council approval of the requested funding, the Administration has entered into an infrastructure loan and grant agreement with each jurisdiction for their respective EDI infrastructure allocation.

▪ **Requested Council Motion**

The County Administration, with unanimous support from the EDI Board, requests the County Council to approve this contract for funding from the EDI Fund.

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

Enclosure

**Economic Development Investment Program
Interlocal Grant Agreement
City of Lynden - Community Center Structural and Mechanical Repairs**

I PARTIES

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

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments and reports required under Section V, MUTUAL CONSIDERATION have been received by the County or until terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the Lynden Community Center Structural and Mechanical Repairs Project (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment B).

IV RECITALS

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

- A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.
- B. The **City of Lynden** will construct the Project. The Project will be partially funded by a **\$300,000 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Project will be funded by the City of Lynden, as outlined in Attachment B. The Project improvements, when complete, will be owned and maintained by **City of Lynden**.
- C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing

operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

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

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

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

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a grant in the amount of \$300,000. A copy of the EDI application for this project is attached by reference to this Agreement (Attachment B).

H. The Whatcom County Council reviewed the recommendation and approved a grant to the **City of Lynden** from the Public Utilities Improvement Fund in the amount of \$300,000.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested grant to the Project.

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

V MUTUAL CONSIDERATION

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

A. **City of Lynden RESPONSIBILITIES:** The **City of Lynden** hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the **City of Lynden** shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the

estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the **City of Lynden**'s application for EDI funding.

- (ii) The **City of Lynden** shall be responsible for all aspects of the design and construction of the project.
- (iii) The **City of Lynden** shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The **City of Lynden** will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The **City of Lynden** shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.

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

- (i) COUNTY GRANT—The County shall issue a *grant* to the **City of Lynden** for up to Three Hundred Thousand Dollars and Zero Cents (\$300,000) for the Project described herein. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other project funding sources. This amount shall be paid in accordance with Exhibit A.
- (ii) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The **City of Lynden** agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

VI RECORDS, REPORTS AND AUDITS

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

VII RELATIONSHIP OF PARTIES AND AGENTS

Neither the **City of Lynden** nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall

be deemed to create the relationship of employer and employee or principal and agent between the County and the **City of Lynden**. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

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

VIII TERMINATION

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

- A. **TERMINATION FOR CAUSE**— If the **City of Lynden** fails to comply with the terms and conditions of this Agreement, the County will give notice to the **City of Lynden** in writing of its failure to comply. The **City of Lynden** will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the **City of Lynden** into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the **City of Lynden** and a failure by the **City of Lynden** to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the **City of Lynden** may take such remedial actions under the law as are available to cure the default, including specific performance.
- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

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

X INTEREST OF MEMBERS OF THE COUNTY AND THE City of Lynden

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

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

XI HOLD HARMLESS AND INDEMNITY

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

XII ASSIGNABILITY

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

XIII NON-WAIVER

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

XIV CONTRACT MODIFICATIONS

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

XV SEVERABILITY

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

XVI NOTICES

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

TO City of Lynden: Steve Banham, Public Works director
City of Lynden
300 4th Street
Lynden, WA 98264

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

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

XVII INTEGRATION

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

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

* * * * *

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

EXECUTED, this _____ day of _____, 2022, for the **City of Lynden**:

Scott Korthuis, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this _____ day of _____, 2022, before me personally appeared **SCOTT KORTHUIS**, to me known to be the **MAYOR** of the **CITY OF LYNDEN** and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Exhibit A

City of Lynden – Lynden Community Center Structural and Mechanical Repairs Grant Draw Down Requirements

The **\$300,000** grant funding will be disbursed as follows:

City of Lynden – Lynden Community Center Structural and Mechanical Repairs Grant Draw Down Requirements

EDI funds will be utilized to perform critical structural and mechanical upgrades to the aging facility known as the Lynden Community Center. This work is essential to keep the facility open so vulnerable populations may continue to receive critical services at this facility. This critical repair and maintenance work will include correcting the seismic and energy code deficiencies, replacement of the 1969 HVAC system that has long exceeded its life span, and some exterior work such as painting and minor repairs to the exterior of the building.

The project will begin 2022 and completion is anticipated for early 2023.

The **City of Lynden** will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

**Exhibit B
Budget**

The **\$300,000** grant funding will be disbursed as follows:

The **City** will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of paid invoices for project expenses. Funds will be made available by warrant within 30 days following receipt of paid invoices and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

BUDGET

| Funding Source | Amount | |
|--------------------------------------|-------------------|--|
| City of Lynden | \$300,000 | |
| Whatcom County EDI Fund (Grant only) | \$ 300,000 | |
| TOTAL | \$ 600,000 | |
| | | |
| | | |
| Project Budget | | |
| Materials and Labor | \$600,000 | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | \$600,000 | |
| | | |

ATTACHMENT “A”

City of Lynden – Lynden Community Center Structural and Mechanical Repairs Economic Development Investment (EDI) Program Application

Lynden Community Center Structural & Mechanical Repairs

EDI Funding Request: \$300,000



Request: The City of Lynden is requesting Whatcom County Economic Development Investment (EDI) funds in the amount of \$300,000 to perform critical structural and mechanical repairs and upgrades to the City’s Community Center which is used by northern Whatcom County residents. The City regularly performs required maintenance, but some building components have reached the end of their useful life. The total cost of the proposed repairs and improvements is expected to be \$600,000 and the balance of the project would be funded by the City. COVID restrictions had a severe impact on the operation of this facility.

Issue: The City partners with the Lynden Community/Senior Center, a 501(c)3 non-profit, which operates in an 11,000 square foot City building (a former grocery store). This Center helps mature adults in the community maintain their independence and quality of life by offering a lunch time meal program, meal delivery to the disabled and homebound, and exercise and socialization opportunities. This past summer the Center worked with the local Lions Club to operate a cooling shelter during excessive heat events. The Center includes a covered WTA bus stop with close access to essential City services for those using scheduled transit services including, paratransit and the new Lynden HOP.

Because of COVID the Center was closed to the public for over a year. However, during COVID staff continued to provide meals to the most vulnerable via home delivery and meal pickup options. The closure provided staff the opportunity to make modest interior cosmetic improvements and to identify other more significant deficiencies.

This facility operates with an inefficient, original 1969 HVAC system. The windows do not meet energy code, are difficult to operate, and have failing components. The HVAC system needs replacement to meet current standards and provide safe air circulation and filtration. Also, the building does not meet current energy standards and the upper brick façade needs to be upgraded or replaced for seismic safety.

Solution: The City is interested in proceeding with structural and mechanical changes needed for this aging facility to correct seismic and energy code related deficiencies. EDI funds would be matched with \$300,000 in City funds to complete the full project to replace the HVAC system and the needed exterior work on the Center. This will provide a safer, more energy efficient gathering place which offers vital services to a valued demographic of the northern Whatcom County population.

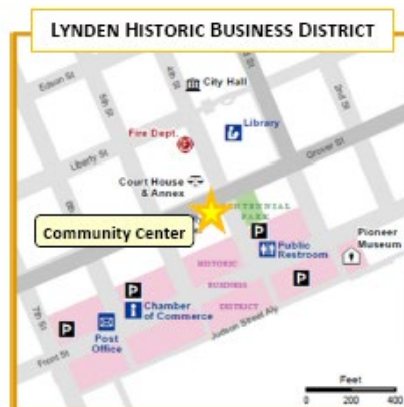


Photo showing front of the Community Center which requires seismic upgrades and major mechanical repairs

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

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

EDI INFRASTRUCTURE PROJECTS

| | Cost Center | Contract No. | Term | EDI Request Request | EDI Distribution | | Municipality Contribution | Total Project | Description |
|--------------------------------------|----------------|-----------------|-------------------|------------------------|---------------------|---------------------|------------------------------|----------------------|---|
| | | | | | 3/4 Grant | 1/4 Loan | | | |
| Lynden | | | | | | | | | |
| Rec Center- | 332256 | | 9/2022 - 12/2022 | | | | \$ 250,000 | \$ 250,000 | Infrastructure - Building preservation |
| Community Center | 332257 | 202209002 | 9/2022 - 12/2022 | \$ 300,000 | \$ 300,000 | | \$ 300,000 | \$ 600,000 | Infrastructure - Building preservation |
| Grover St.Pavement | 332258 | | 9/2022 - 12/2022 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 1,000,000 | Infrastructure - street improvement |
| Trail Connector | 332259 | | 9/2022 - 12/2023 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 870,000 | Capital Facility - Community Trail |
| South Park Water and St. | 332260 | | 2023 | \$ 950,000 | \$ 387,500 | \$ 562,500 | \$ 1,000,000 | \$ 1,950,000 | Infrastructure - Storm and Water |
| Blaine | | | | | | | | | |
| Harvey Water Pump Stn | 332261 | | | \$ 500,000 | \$ 375,000 | \$ 125,000 | \$ 500,000 | \$ 1,000,000 | Infrastructure - Water |
| Sewer Rehab | 332262 | | | \$ 2,500,000 | \$ 1,875,000 | \$ 625,000 | \$ 5,000,000 | \$ 7,500,000 | Infrastructure - Sewer |
| Ferndale | | | | | | | | | |
| Emergency Intertie Water | 332263 | 202207012 | 9/1/22 - 6/30/23 | \$ 850,000 | \$ 525,000 | \$ 325,000 | \$ 1,000,000 | \$ 1,850,000 | Infrastructure - Water |
| Church Rd Booster Station | 332264 | 202209008 | 9/1/22 - 7/31/23 | \$ 250,000 | \$ 250,000 | \$ - | \$ 500,000 | \$ 750,000 | Infrastructure - Water |
| Skatepark | 332265 | 202209009 | 4/1/23 - 12/31/24 | \$ 200,000 | \$ 200,000 | \$ - | \$ 1,000,000 | \$ 1,200,000 | Capital Facility - Parks and Recreation |
| Port of Bellingham | | | | | | | | | |
| BST Term Power/Telecom | 332266 | 2022009010 | 9/01/22-12/31/23 | \$ 1,500,000 | \$ 1,125,000 | | \$ 1,875,000 | \$ 3,375,000 | Infrastructure - Electrical/Telecom |
| City Of Bellingham | | | | | | | | | |
| Meridian Birchwood Phase I* | 332267 | | 9/2022 - 12/2025 | \$ 2,625,000 | \$ 2,625,000 | \$ - | \$ 4,375,000 | \$ 7,000,000 | Infrastructure - Road |
| Other | | | | | | | | | |
| | | | | | | | | | |
| Total Infrastructure Requests | | | | \$ 10,675,000 | \$ 8,662,500 | \$ 1,637,500 | \$ 16,800,000 | \$ 27,345,000 | |

City of Lynden Pulled Rec Center request of \$250k and increased the S. Park Street Water project request by \$250k

City of Bellingham requested \$2.625 million. Awarded \$2,625,000 grant, loan declined.

Port of Bellingham requested \$1.5 million. Awarded \$1,125,000 grant, \$375k loan declined.

Ferndale now includes one Loan/Grant agreement. Water Intertie project \$525K Grant & \$325K loan.

Anticipate Blaine to choose Sewer Rehab for single Grant/Loan program Propose: Grant \$1,125,000 Loan: \$750k



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-516

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2022-516 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/15/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for the Grover Street Pavement improvement project in the amount of \$500,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Interlocal Agreement, Routing Form, Infrastructure Allocations

EXECUTIVE'S OFFICE

County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council members

THROUGH: Satpal Sidhu, County Executive

FROM: Tyler Schroeder, Deputy Executive

RE: EDI Board Recommendation – Countywide Infrastructure Program

DATE: September 27, 2022

The County Executive is requesting the County Council to approve eleven (11) EDI funding contracts. These contracts are being brought forward as a result Council's approval of the EDI Board's recommendation to provide funding from the EDI Fund to support the construction of eleven countywide infrastructure projects.

▪ Background and Purpose

In 2021, the County Council considered utilizing ARPA funds to stimulate the economy by funding Countywide infrastructure projects. At that time, there were questions about how this program would be developed and if it was more appropriate to use the EDI fund for these types of projects. In coordination with the City Mayors and representatives of the Port of Bellingham it became clear that the EDI Fund is the most appropriate funding source and that the fund has an available balance to accomplish the project list.

The EDI board considered the project list and funding allocations in Exhibit A at their April 27th meeting. Additional details on the projects are also provided in the project "white papers". After thorough discussions on the economic benefit of the projects and the existing fund balance the EDI Board unanimously approved the list for Council consideration.

Since April, the City of Bellingham and the Port of Bellingham have both rescinded the loan portion of their funding request. Additionally, the Cities of Ferndale and Lynden both agreed to designate their largest project to apply the entire loan portion of their requests. Exhibit A, reflects the updated allocations.

▪ Funding Amount and Source

\$10.3 Million dollars will be drawn from the EDI Program's loan and grant program and the existing loan repayment balance. This will include \$8.66 Million in grants and \$1.6 Million in loans. With the matching funds from the local jurisdictions these local dollars will be leveraged to accomplish approximately \$27.3 Million worth of community economic development projects throughout Whatcom County.

Over the last few years the EDI fund has developed a very sizable fund balance. This is in large part to the loan program that the County has been utilizing since the development of the program. The Loan Interest and Repayment section of the fund has an estimated balance of approximately \$13 Million at the end of 2022. The Grant and Loan program has an estimated balance of \$4.25 Million. In total, the program, excluding the County's Capital Facility portion, has approximately \$17.25 Million available to spend. With the approval of these subject projects the fund will still have approximately \$6.5 million in estimated fund balance at the end of 2022.

On an annual basis, the Grant and Loan portion of the fund collects approximately \$4 million a year. With the approval of these projects, the Grant and Loan portion of the EDI Fund is still projected to have a fund balance of close to \$10 Million at the end of 2023.

With the Council approval of the requested funding, the Administration has entered into an infrastructure loan and grant agreement with each jurisdiction for their respective EDI infrastructure allocation.

▪ **Requested Council Motion**

The County Administration, with unanimous support from the EDI Board, requests the County Council to approve this contract for funding from the EDI Fund.

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

Enclosure

**Economic Development Investment Program
Interlocal Grant Agreement
City of Lynden - Grover Street Pavement Preservation Project**

I PARTIES

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

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments and reports required under Section V, MUTUAL CONSIDERATION have been received by the County or until terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the Grover Street Pavement Preservation Project (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment B).

IV RECITALS

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

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

B. The **City of Lynden** will construct the Project. The Project will be partially funded by a **\$500,000 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Project will be funded by the City of Lynden, Washington State Transportation Improvement Board, and other sources as outlined in Exhibit B. The Project improvements, when complete, will be owned and maintained by **City of Lynden**.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing

operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting, and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

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

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

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

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a grant in the amount of \$500,000. A copy of the EDI application for this project is attached by reference to this Agreement (Attachment A).

H. The Whatcom County Council reviewed the recommendation and approved a grant to the **City of Lynden** from the Public Utilities Improvement Fund in the amount of \$500,000.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested grant to the Project.

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

V MUTUAL CONSIDERATION

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

A. **City of Lynden RESPONSIBILITIES:** The **City of Lynden** hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the **City of Lynden** shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the

estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the **City of Lynden**'s application for EDI funding.

- (ii) The **City of Lynden** shall be responsible for all aspects of the design and construction of the project.
- (iii) The **City of Lynden** shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The **City of Lynden** will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The **City of Lynden** shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.

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

- (i) COUNTY GRANT—The County shall issue a grant to the City of Lynden for up to Five Hundred Thousand Dollars and Zero Cents (\$500,000) for the Project described herein. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other project funding sources. This amount shall be paid in accordance with Exhibit A.
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Neither the **City of Lynden** nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall

be deemed to create the relationship of employer and employee or principal and agent between the County and the **City of Lynden**. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

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

VIII TERMINATION

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

- A. **TERMINATION FOR CAUSE**— If the **City of Lynden** fails to comply with the terms and conditions of this Agreement, the County will give notice to the **City of Lynden** in writing of its failure to comply. The **City of Lynden** will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the **City of Lynden** into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the **City of Lynden** and a failure by the **City of Lynden** to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the **City of Lynden** may take such remedial actions under the law as are available to cure the default, including specific performance.
- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

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

X INTEREST OF MEMBERS OF THE COUNTY AND THE City of Lynden

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

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

XII ASSIGNABILITY

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

XIII NON-WAIVER

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

XIV CONTRACT MODIFICATIONS

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

XV SEVERABILITY

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

XVI NOTICES

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

TO City of Lynden: Steve Banham, Public Works director

City of Lynden
300 4th Street
Lynden, WA 98264

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

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

XVII INTEGRATION

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

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

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

EXECUTED, this _____ day of _____, 2022, for the **City of Lynden:**

Scott Korthuis, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this _____ day of _____, 2022, before me personally appeared **SCOTT KORTHUIS**, to me known to be the **MAYOR** of the **CITY OF LYNDEN** and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

**EXHIBIT A
SCOPE of WORK**

**City of Lynden – Grover Street Pavement Preservation
Grant Draw Down Requirements**

**City of Lynden – Grover Street Pavement Preservation
\$500,000 Grant Draw Down Requirements**

The **\$500,000** grant funding will be disbursed as follows:

The **City of Lynden** requested \$500,000 from the Whatcom County Economic Development Investment (EDI) Fund to complete a structural overlay of approximately ¼ mile of Grover Street between 3rd Street and Lawrence Street. The project will include grinding the surface two inches for repaving and replacing existing curb ramps.

PROJECT TIMELINE: The project will begin September 2022 and completion is anticipated by then end of the year.

The EDI funding will be utilized for the construction phase of the project and invoices will be submitted for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

**EXHIBIT B
BUDGET**

City of LYNDEN – Grover Street Pavement Preservation Project

The **\$500,000** grant funding will be disbursed as follows:

The City will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of paid invoices for project expenses. Funds will be made available by warrant within 30 days following receipt of paid invoices and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

BUDGET

| Funding Source | Amount | |
|---|--------------------|--|
| Lynden City General Funds | \$ 500,000 | |
| Whatcom County EDI Fund (Grant only) | \$ 500,000 | |
| TOTAL | \$1,000,000 | |
| | | |
| Project Budget | | |
| Materials and Labor | \$1,000,000 | |
| | | |
| TOTAL | \$1,000,000 | |
| | | |

Attachment B

City of Lynden – Grover Street Pavement Preservation Economic Development Investment (EDI) Program Application

Grover Street Pavement Preservation

EDI Funding Request: \$500,000



Request: The City of Lynden is requesting Whatcom County Economic Development Investment (EDI) funds in the amount of \$500,000 to complete a structural overlay of approximately $\frac{1}{4}$ mile of Grover Street, between 3rd Street and Lawrence Street, including grinding the surface two inches for repaving and replacing existing curb ramps. The cross-streets at intersections will be ground back approximately 100 feet for a clean transition. New traffic loops will be installed at the two signalized intersections. The requested funds would be matched with City General Funds or a Transportation Improvement Board grant (pending).

Issue: Grover Street is a designated truck route and the principal east-west thoroughfare for commerce in the City of Lynden. This section of Grover Street provides primary access from Hannegan Road to the entire east side of Lynden where most of the recent development has occurred. It also provides connectivity north to State Route 546 (East Badger Road) and the Canadian border. The roadway needs resurfacing due to the high volume of freight and vehicle traffic. This section handles large volume of milk truck deliveries and freight deliveries to essential food processing and frozen storage facilities. This area also includes other smaller businesses that rely on this stretch of roadway for deliveries. Additionally, it is a principal school bus route and a scheduled WTA bus route. Existing curb ramps are in disrepair and need to be upgraded to meet current ADA standards for the many pedestrians that use this route.

Solution: A structural overlay in this area will improve one of the most important stretches of the Lynden street network. The project will extend the pavement life, improve traffic flow, and upgrade the pedestrian facilities to current ADA standards. Additionally, the traffic loops will be replaced and upgraded to increase the efficiency of the signals which control the large volume of vehicles travelling through the two signalized intersections in this section.



This aerial shows the proposed project area, including the intersections (in red) to be upgraded to current ADA standards.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

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

EDI INFRASTRUCTURE PROJECTS

| | Cost Center | Contract No. | Term | EDI Request Request | EDI Distribution | | Municipality Contribution | Total Project | Description |
|--------------------------------------|-------------|--------------|-------------------|----------------------|---------------------|---------------------|---------------------------|----------------------|---|
| Lynden | | | | | 3/4 Grant | 1/4 Loan | | | |
| Rec Center | 332256 | | 9/2022 - 12/2022 | | | | \$ 250,000 | \$ 250,000 | Infrastructure - Building preservation |
| Community Center | 332257 | 202209002 | 9/2022 - 12/2022 | \$ 300,000 | \$ 300,000 | | \$ 300,000 | \$ 600,000 | Infrastructure - Building preservation |
| Grover St.Pavement | 332258 | 202209003 | 9/2022 - 12/2022 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 1,000,000 | Infrastructure - street improvement |
| Trail Connector | 332259 | | 9/2022 - 12/2023 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 870,000 | Capital Facility - Community Trail |
| South Park Water and St. | 332260 | | 2023 | \$ 950,000 | \$ 387,500 | \$ 562,500 | \$ 1,000,000 | \$ 1,950,000 | Infrastructure - Storm and Water |
| Blaine | | | | | | | | | |
| Harvey Water Pump Stn | 332261 | | | \$ 500,000 | \$ 375,000 | \$ 125,000 | \$ 500,000 | \$ 1,000,000 | Infrastructure - Water |
| Sewer Rehab | 332262 | | | \$ 2,500,000 | \$ 1,875,000 | \$ 625,000 | \$ 5,000,000 | \$ 7,500,000 | Infrastructure - Sewer |
| Ferndale | | | | | | | | | |
| Emergency Intertie Water | 332263 | 202207012 | 9/1/22 - 6/30/23 | \$ 850,000 | \$ 525,000 | \$ 325,000 | \$ 1,000,000 | \$ 1,850,000 | Infrastructure - Water |
| Church Rd Booster Station | 332264 | 202209008 | 9/1/22 - 7/31/23 | \$ 250,000 | \$ 250,000 | \$ - | \$ 500,000 | \$ 750,000 | Infrastructure - Water |
| Skatepark | 332265 | 202209009 | 4/1/23 - 12/31/24 | \$ 200,000 | \$ 200,000 | \$ - | \$ 1,000,000 | \$ 1,200,000 | Capital Facility - Parks and Recreation |
| Port of Bellingham | | | | | | | | | |
| BST Term Power/Telecom | 332266 | 2022009010 | 9/01/22-12/31/23 | \$ 1,500,000 | \$ 1,125,000 | | \$ 1,875,000 | \$ 3,375,000 | Infrastructure - Electrical/Telecom |
| City Of Bellingham | | | | | | | | | |
| Meridian Birchwood Phase I* | 332267 | | 9/2022 - 12/2025 | \$ 2,625,000 | \$ 2,625,000 | \$ - | \$ 4,375,000 | \$ 7,000,000 | Infrastructure - Road |
| Other | | | | | | | | | |
| | | | | | | | | | |
| Total Infrastructure Requests | | | | \$ 10,675,000 | \$ 8,662,500 | \$ 1,637,500 | \$ 16,800,000 | \$ 27,345,000 | |

City of Lynden Pulled Rec Center request of \$250k and increased the S. Park Street Water project request by \$250k

City of Bellingham requested \$2.625 million. Awarded \$2,625,000 grant, loan declined.

Port of Bellingham requested \$1.5 million. Awarded \$1,125,000 grant, \$375k loan declined.

Ferndale now includes one Loan/Grant agreement. Water Intertie project \$525K Grant & \$325K loan.

Anticipate Blaine to choose Sewer Rehab for single Grant/Loan program Propose: Grant \$1,125,000 Loan: \$750k



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-517

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------------|--------------|
| File ID: | AB2022-517 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/15/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | Final Action: | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for the construction of a trail connector project in the amount of \$500,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Interlocal Agreement, Routing Form, Infrastructure Allocations

EXECUTIVE'S OFFICE

County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council members

THROUGH: Satpal Sidhu, County Executive

FROM: Tyler Schroeder, Deputy Executive

RE: EDI Board Recommendation – Countywide Infrastructure Program

DATE: September 27, 2022

The County Executive is requesting the County Council to approve eleven (11) EDI funding contracts. These contracts are being brought forward as a result Council's approval of the EDI Board's recommendation to provide funding from the EDI Fund to support the construction of eleven countywide infrastructure projects.

▪ Background and Purpose

In 2021, the County Council considered utilizing ARPA funds to stimulate the economy by funding Countywide infrastructure projects. At that time, there were questions about how this program would be developed and if it was more appropriate to use the EDI fund for these types of projects. In coordination with the City Mayors and representatives of the Port of Bellingham it became clear that the EDI Fund is the most appropriate funding source and that the fund has an available balance to accomplish the project list.

The EDI board considered the project list and funding allocations in Exhibit A at their April 27th meeting. Additional details on the projects are also provided in the project "white papers". After thorough discussions on the economic benefit of the projects and the existing fund balance the EDI Board unanimously approved the list for Council consideration.

Since April, the City of Bellingham and the Port of Bellingham have both rescinded the loan portion of their funding request. Additionally, the Cities of Ferndale and Lynden both agreed to designate their largest project to apply the entire loan portion of their requests. Exhibit A, reflects the updated allocations.

▪ Funding Amount and Source

\$10.3 Million dollars will be drawn from the EDI Program's loan and grant program and the existing loan repayment balance. This will include \$8.66 Million in grants and \$1.6 Million in loans. With the matching funds from the local jurisdictions these local dollars will be leveraged to accomplish approximately \$27.3 Million worth of community economic development projects throughout Whatcom County.

Over the last few years the EDI fund has developed a very sizable fund balance. This is in large part to the loan program that the County has been utilizing since the development of the program. The Loan Interest and Repayment section of the fund has an estimated balance of approximately \$13 Million at the end of 2022. The Grant and Loan program has an estimated balance of \$4.25 Million. In total, the program, excluding the County's Capital Facility portion, has approximately \$17.25 Million available to spend. With the approval of these subject projects the fund will still have approximately \$6.5 million in estimated fund balance at the end of 2022.

On an annual basis, the Grant and Loan portion of the fund collects approximately \$4 million a year. With the approval of these projects, the Grant and Loan portion of the EDI Fund is still projected to have a fund balance of close to \$10 Million at the end of 2023.

With the Council approval of the requested funding, the Administration has entered into an infrastructure loan and grant agreement with each jurisdiction for their respective EDI infrastructure allocation.

▪ **Requested Council Motion**

The County Administration, with unanimous support from the EDI Board, requests the County Council to approve this contract for funding from the EDI Fund.

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

Enclosure

**Economic Development Investment Program
Interlocal Grant Agreement
City of Lynden - Trail Connector Depot Road to 8th Street Project**

I PARTIES

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

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments and reports required under Section V, MUTUAL CONSIDERATION have been received by the County or until terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the **Jim Kaemingk Sr. Trail Connector: Depot Road to 8th Street Project** (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment A).

IV RECITALS

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

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

B. The **City of Lynden** will construct the Project. The Project will be partially funded by a **\$500,000 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Project will be funded by the City of Lynden, a Washington State Commerce Grant, and other sources as outlined in Exhibit B. The Project improvements, when complete, will be owned and maintained by **City of Lynden**.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing

operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

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

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

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

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a grant in the amount of \$500,000. A copy of the EDI application for this project is attached by reference to this Agreement (Attachment A).

H. The Whatcom County Council reviewed the recommendation and approved a grant to the **City of Lynden** from the Public Utilities Improvement Fund in the amount of \$500,000.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested grant to the Project.

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

V MUTUAL CONSIDERATION

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

A. **City of Lynden RESPONSIBILITIES:** The **City of Lynden** hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the **City of Lynden** shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the

estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the **City of Lynden**'s application for EDI funding.

- (ii) The **City of Lynden** shall be responsible for all aspects of the design and construction of the project.
- (iii) The **City of Lynden** shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The **City of Lynden** will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The **City of Lynden** shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.

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

- (i) COUNTY GRANT—The County shall issue a grant to the City of Lynden for up to Five Hundred Thousand Dollars and Zero Cents (\$500,000) for the Project described herein. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other project funding sources. This amount shall be paid in accordance with Exhibit A.
- (ii) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The **City of Lynden** agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

VI RECORDS, REPORTS AND AUDITS

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

VII RELATIONSHIP OF PARTIES AND AGENTS

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

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

VIII TERMINATION

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

- A. **TERMINATION FOR CAUSE**— If the **City of Lynden** fails to comply with the terms and conditions of this Agreement, the County will give notice to the **City of Lynden** in writing of its failure to comply. The **City of Lynden** will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the **City of Lynden** into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the **City of Lynden** and a failure by the **City of Lynden** to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the **City of Lynden** may take such remedial actions under the law as are available to cure the default, including specific performance.
- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

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

X INTEREST OF MEMBERS OF THE COUNTY AND THE City of Lynden

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

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

XII ASSIGNABILITY

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

XIII NON-WAIVER

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

XIV CONTRACT MODIFICATIONS

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

XV SEVERABILITY

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

XVI NOTICES

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

TO City of Lynden: Steve Banham, Public Works director
City of Lynden
300 4th Street
Lynden, WA 98264

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

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

XVII INTEGRATION

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

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

* * * * *

**Exhibit A
Scope of Work**

**City of Lynden – Jim Kaemingk Sr. Trail Connector: Depot Road to 8th Street
Grant Draw Down Requirements**

The **\$500,000** grant funding will be disbursed as follows:

The **City of Lynden** requested \$500,000 from the Whatcom County Economic Development Investment (EDI) Fund to complete its existing east-west trail network. The section of trail will follow along Fishtrap Creek between Depot Road and North 8th Street and includes a bridge over Fishtrap Creek.

PROJECT TIMELINE: The project will begin Fall 2022 and completion is anticipated for before the end of 2023.

The EDI funding will be utilized for the construction phase of the project and invoices will be submitted for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

**EXHIBIT B
BUDGET**

City of LYNDEN – Jim Kaemingk Sr. Trail Connector: Depot Road to 8th Street

Grant Draw Down Requirements

The **\$500,000** grant funding will be disbursed as follows:

The City will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of paid invoices for project expenses. Funds will be made available by warrant within 30 days following receipt of paid invoices and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

BUDGET

| Funding Source | Amount | |
|---|------------------|--|
| Lynden City Parks Fund | \$ 180,000 | |
| State Commerce Grant | \$ 190,000 | |
| Whatcom County EDI Fund (Grant only) | \$ 500,000 | |
| TOTAL | \$870,000 | |
| | | |
| | | |
| Project Budget | | |
| Materials and Labor | \$870,000 | |
| | | |
| | | |
| TOTAL | \$870,000 | |
| | | |

Attachment A

City of Lynden – Jim Kaemingk Sr. Trail Connector: Depot Road to 8th Street Economic Development Investment (EDI) Program Application

Jim Kaemingk Sr. Trail Connector: Depot Road to 8th Street

Funding Request: \$500,000



Request: The City of Lynden is requesting Whatcom County Economic Development Investment (EDI) funds in the amount of \$500,000 to complete the trail extension from Depot Road to North 8th Street. This project will construct the final 5,000 feet of the 12-foot wide multi-modal east-west trail transportation system in Lynden. This section will follow along Fishtrap Creek between Depot Road and North 8th Street and includes a bridge over Fishtrap Creek. The requested funds would be matched with \$500,000 in City Parks funds and a \$200,000 State Department of Commerce Grant.

Issue: The City is seeking funding to complete its existing east-west trail network. The Jim Kaemingk Sr. Trail currently ends at Depot Road after meandering through the Lynden City Park along Fishtrap Creek. The trail does not begin again until approximately one mile later. As walking and biking have become more popular activities throughout the COVID-19 pandemic, the need for a continuous trail system has become more evident. Pedestrians currently must cross multiple streets to reach the final segment of the trail network. Additionally, this route is in the vicinity of multiple schools and the highly used Bender Fields. The existing trail network is a popular way for students to travel to and from school or athletic events on foot or by bicycle. The ability to provide off-street, safe travel for all while promoting health is a high priority in Lynden.

Solution: This project constructs 5,000 feet of 12-foot wide ADA-compliant trail to fill a gap in the City-wide multi-modal trail system. It provides educational and recreational opportunities along Fishtrap Creek in the central core of Lynden between Depot Road and North 8th Street. It provides multi-modal pedestrian access to Lynden schools including Fisher Elementary School, Lynden Middle School, and the Lynden Christian School complex which includes all grade levels. This trail section provides a connection from the west to City Park and the “Million Smiles” play area, the City Pool/Recreation Center, and the Bender Fields Recreation Area further to the east. The entire Kaemingk trail system began in 1994 and gives residents and visitors to Lynden an exceptional outdoor recreational activity that links to a wide variety of other City points of interest.

This photo-realistic rendering shows the proposed Kaemingk Trail Extension, including the pedestrian bridge over Fishtrap Creek.



WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

| | |
|-------------------|--|
| Contract Routing: | 1. Prepared by: _____ 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: _____ |
|-------------------|--|

EDI INFRASTRUCTURE PROJECTS

| | Cost Center | Contract No. | Term | EDI Request Request | EDI Distribution | | Municipality Contribution | Total Project | Description |
|--------------------------------------|----------------|-----------------|-------------------|------------------------|---------------------|---------------------|------------------------------|----------------------|---|
| | | | | | 3/4 Grant | 1/4 Loan | | | |
| Lynden | | | | | | | | | |
| Rec Center- | 332256 | | 9/2022 - 12/2022 | | | | \$ 250,000 | \$ 250,000 | Infrastructure - Building preservation |
| Community Center | 332257 | 202209002 | 9/2022 - 12/2022 | \$ 300,000 | \$ 300,000 | | \$ 300,000 | \$ 600,000 | Infrastructure - Building preservation |
| Grover St.Pavement | 332258 | 202209003 | 9/2022 - 12/2022 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 1,000,000 | Infrastructure - street improvement |
| Trail Connector | 332259 | 202209004 | 9/2022 - 12/2023 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 870,000 | Capital Facility - Community Trail |
| South Park Water and St. | 332260 | 202209005 | 2023 | \$ 950,000 | \$ 387,500 | \$ 562,500 | \$ 1,000,000 | \$ 1,950,000 | Infrastructure - Storm and Water |
| Blaine | | | | | | | | | |
| Harvey Water Pump Stn | 332261 | | | \$ 500,000 | \$ 375,000 | \$ 125,000 | \$ 500,000 | \$ 1,000,000 | Infrastructure - Water |
| Sewer Rehab | 332262 | | | \$ 2,500,000 | \$ 1,875,000 | \$ 625,000 | \$ 5,000,000 | \$ 7,500,000 | Infrastructure - Sewer |
| Ferndale | | | | | | | | | |
| Emergency Intertie Water | 332263 | 202207012 | 9/1/22 - 6/30/23 | \$ 850,000 | \$ 525,000 | \$ 325,000 | \$ 1,000,000 | \$ 1,850,000 | Infrastructure - Water |
| Church Rd Booster Station | 332264 | 202209008 | 9/1/22 - 7/31/23 | \$ 250,000 | \$ 250,000 | \$ - | \$ 500,000 | \$ 750,000 | Infrastructure - Water |
| Skatepark | 332265 | 202209009 | 4/1/23 - 12/31/24 | \$ 200,000 | \$ 200,000 | \$ - | \$ 1,000,000 | \$ 1,200,000 | Capital Facility - Parks and Recreation |
| Port of Bellingham | | | | | | | | | |
| BST Term Power/Telecom | 332266 | 2022009010 | 9/01/22-12/31/23 | \$ 1,500,000 | \$ 1,125,000 | | \$ 1,875,000 | \$ 3,375,000 | Infrastructure - Electrical/Telecom |
| City Of Bellingham | | | | | | | | | |
| Meridian Birchwood Phase I* | 332267 | | 9/2022 - 12/2025 | \$ 2,625,000 | \$ 2,625,000 | \$ - | \$ 4,375,000 | \$ 7,000,000 | Infrastructure - Road |
| Other | | | | | | | | | |
| | | | | | | | | | |
| Total Infrastructure Requests | | | | \$ 10,675,000 | \$ 8,662,500 | \$ 1,637,500 | \$ 16,800,000 | \$ 27,345,000 | |

City of Lynden Pulled Rec Center request of \$250k and increased the S. Park Street Water project request by \$250k

City of Bellingham requested \$2.625 million. Awarded \$2,625,000 grant, loan declined.

Port of Bellingham requested \$1.5 million. Awarded \$1,125,000 grant, \$375k loan declined.

Ferndale now includes one Loan/Grant agreement. Water Intertie project \$525K Grant & \$325K loan.

Anticipate Blaine to choose Sewer Rehab for single Grant/Loan program Propose: Grant \$1,125,000 Loan: \$750k



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-518

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------------|--------------|
| File ID: | AB2022-518 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/15/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | Final Action: | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for the construction of the South Park Street water and street improvement project in the amount of a \$387,500 grant and a \$562,500 loan

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Interlocal, Routing Form, Infrastructure Allocations

EXECUTIVE'S OFFICE

County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

MEMORANDUM

TO: Whatcom County Council members

THROUGH: Satpal Sidhu, County Executive

FROM: Tyler Schroeder, Deputy Executive

RE: EDI Board Recommendation – Countywide Infrastructure Program

DATE: September 27, 2022

The County Executive is requesting the County Council to approve eleven (11) EDI funding contracts. These contracts are being brought forward as a result Council's approval of the EDI Board's recommendation to provide funding from the EDI Fund to support the construction of eleven countywide infrastructure projects.

▪ Background and Purpose

In 2021, the County Council considered utilizing ARPA funds to stimulate the economy by funding Countywide infrastructure projects. At that time, there were questions about how this program would be developed and if it was more appropriate to use the EDI fund for these types of projects. In coordination with the City Mayors and representatives of the Port of Bellingham it became clear that the EDI Fund is the most appropriate funding source and that the fund has an available balance to accomplish the project list.

The EDI board considered the project list and funding allocations in Exhibit A at their April 27th meeting. Additional details on the projects are also provided in the project "white papers". After thorough discussions on the economic benefit of the projects and the existing fund balance the EDI Board unanimously approved the list for Council consideration.

Since April, the City of Bellingham and the Port of Bellingham have both rescinded the loan portion of their funding request. Additionally, the Cities of Ferndale and Lynden both agreed to designate their largest project to apply the entire loan portion of their requests. Exhibit A, reflects the updated allocations.

▪ Funding Amount and Source

\$10.3 Million dollars will be drawn from the EDI Program's loan and grant program and the existing loan repayment balance. This will include \$8.66 Million in grants and \$1.6 Million in loans. With the matching funds from the local jurisdictions these local dollars will be leveraged to accomplish approximately \$27.3 Million worth of community economic development projects throughout Whatcom County.

Over the last few years the EDI fund has developed a very sizable fund balance. This is in large part to the loan program that the County has been utilizing since the development of the program. The Loan Interest and Repayment section of the fund has an estimated balance of approximately \$13 Million at the end of 2022. The Grant and Loan program has an estimated balance of \$4.25 Million. In total, the program, excluding the County's Capital Facility portion, has approximately \$17.25 Million available to spend. With the approval of these subject projects the fund will still have approximately \$6.5 million in estimated fund balance at the end of 2022.

On an annual basis, the Grant and Loan portion of the fund collects approximately \$4 million a year. With the approval of these projects, the Grant and Loan portion of the EDI Fund is still projected to have a fund balance of close to \$10 Million at the end of 2023.

With the Council approval of the requested funding, the Administration has entered into an infrastructure loan and grant agreement with each jurisdiction for their respective EDI infrastructure allocation.

▪ **Requested Council Motion**

The County Administration, with unanimous support from the EDI Board, requests the County Council to approve this contract for funding from the EDI Fund.

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

Enclosure

**Economic Development Investment Program
Interlocal Loan and Grant Agreement
City of Lynden - South Park Street, Water and Sidewalk Improvements Project**

I PARTIES

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

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, Subsection C, REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the South Park Water, Street, and Sidewalk Improvements Project (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment C).

IV RECITALS

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

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

B. The **City of Lynden** will construct the Project. The Project will be partially funded by a **\$562,500 loan from the Whatcom County Public Utilities Improvement Fund, a \$387,500 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Project will be funded by the City of Lynden Transportation Benefit District, as outlined in Exhibit B. The Project improvements, when complete, will be owned and maintained by **City of Lynden**.

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

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

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

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

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a loan in the amount of \$562,500 and a grant in the amount of \$387,500, for a total of \$950,000. A copy of the EDI application for this project is attached by reference to this Agreement (Attachment C).

H. The Whatcom County Council reviewed the recommendation and approved a loan to the **City of Lynden** from the Public Utilities Improvement Fund in the amount of \$562,500, and a grant to the **City of Lynden** from the Public Utilities Improvement Fund in the amount of \$387,500.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.

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

V MUTUAL CONSIDERATION

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

A. **City of Lynden RESPONSIBILITIES:** The **City of Lynden** hereby agrees as follows:

- (i) If after the award of the construction contract, the scope of the Project or the Project budget has changed, the **City of Lynden** shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the **City of Lynden's** application for EDI funding.
- (ii) The **City of Lynden** shall be responsible for all aspects of the design and construction of the project.
- (iii) The **City of Lynden** shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The **City of Lynden** will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The **City of Lynden** shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.
- (v) The **City of Lynden** shall repay the loan in full in accordance with the terms of Section V.C below and the amortization schedule set forth in Attachment A, attached hereto.

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

- (i) COUNTY LOAN—The County shall *loan* Five Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$562,500) for the Project described herein (the "Loan"). The Loan shall be paid in accordance with Exhibit B.
- (ii) COUNTY GRANT—The County shall issue a grant to the City of Lynden for up to Three Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$387,500) for the Project described herein. Disbursements of grant funding shall be made contingent upon and subject to the continued commitment of the other project funding sources. This amount shall be paid in accordance with Exhibit B.
- (iii) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The **City of Lynden** agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

C. REPAYMENT OF COUNTY LOAN—The **City of Lynden** shall repay the Loan as follows:

- (i) The term of the Loan shall be **20** years, commencing from the date that the County disburses the Loan proceeds to the **City of Lynden**. Interest shall accrue on the unpaid principal at a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.
- (ii) The **City of Lynden** will make loan payments to the County annually on or before the anniversary date of receiving loan proceeds in accordance with the attached amortization schedule (Attachment A). Loan payments must be delivered to the Whatcom County Executive Department, Suite 108, 311 Grand Avenue, Bellingham, WA 98225.
- (iii) Failure to make the payment in the required amount by the date it is due according to the amortization schedule hereto attached shall constitute an event of default by the **City of Lynden**. In the event that the **City of Lynden** fails timely to make a Loan payment hereunder, the County shall notify the **City of Lynden** of the failure and the **City of Lynden** shall have fourteen (14) days to cure its failure. At the option of the County, such an event of default and the **City of Lynden's** failure to cure within the stated time period is a sufficient basis upon which the County may take action to collect the amount that is delinquent, and if the County takes action to collect pursuant to this provision, the **City of Lynden** shall pay to the County not only the amount owing, but also any collection of reasonable costs incurred by the County. Furthermore, if the **City of Lynden** fails to make a payment on the Loan within thirty (30) days of the date it is due, and if the County has provided the **City of Lynden** with the notice provided for in this section, then the County may choose to declare the remaining balance of the loan due and owing.
- (iv) There is no prepayment penalty should the **City of Lynden** desire to retire this debt early, either in whole or in part.

VI RECORDS, REPORTS AND AUDITS

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

VII RELATIONSHIP OF PARTIES AND AGENTS

Neither the **City of Lynden** nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and

agent between the County and the **City of Lynden**. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

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

VIII TERMINATION

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

- A. **TERMINATION FOR CAUSE**— If the **City of Lynden** fails to comply with the terms and conditions of this Agreement, the County will give notice to the **City of Lynden** in writing of its failure to comply. The **City of Lynden** will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the **City of Lynden** into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the **City of Lynden** and a failure by the **City of Lynden** to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the **City of Lynden** may take such remedial actions under the law as are available to cure the default, including specific performance.
- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

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

X INTEREST OF MEMBERS OF THE COUNTY AND THE City of Lynden

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

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

XI HOLD HARMLESS AND INDEMNITY

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

XII ASSIGNABILITY

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

XIII NON-WAIVER

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

XIV CONTRACT MODIFICATIONS

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

XV SEVERABILITY

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

XVI NOTICES

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

TO City of Lynden: Steve Banham, Public Works Director
City of Lynden
300 4th Street
Lynden, WA 98264

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

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

XVII INTEGRATION

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

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be posted on the county web site, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

* * * * *

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

EXECUTED, this _____ day of _____, 2022, for the **City of Lynden**:

Scott Korthuis, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this _____ day of _____, 2022, before me personally appeared **SCOTT KORTHUIS**, to me known to be the **MAYOR** of the **City of Lynden** and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Exhibit A

SCOPE OF WORK

City of Lynden – South Park Street, Water and Sidewalk Improvements

The City of Lynden has requested grant and loan funding from the Whatcom County Economic Development Investment (EDI) Fund. Funding is requested for the South Park Street, Street, Water & Sidewalk improvement project.

The City of Lynden has a ¼ mile section of water main located beneath South Park Street that is undersized and has deteriorated, no longer providing adequate fire flow as evidenced through flow testing. This deficiency creates a life safety concern the neighborhood and community as a whole. In addition to the water main deterioration the sidewalks on the same section of the street do not meet Federal and City American with Disabilities Act (ADA) standards.

This project will upgrade the water main to City standards to provide adequate fire flow and add fire hydrants for required fire protection to the neighborhood. After upgrading the below-street utilities, the existing old and deteriorated street will be reconstructed with new asphalt and pedestrian sidewalks and ramps to meet current Federal and City ADA standards.

The project will begin 4th quarter of 2022 and completion is anticipated for the end of 2023.

Exhibit B

City of Lynden – South Park Street, Water and Sidewalk Improvements Loan and Grant Draw Down Requirements

The **\$387,500 grant** funding will be disbursed prior to any loan funding, as follows:

The **City of Lynden** will send invoices for project expenses to Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of paid invoices for project costs. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

The **\$562,000 loan** will be disbursed as follows:

Following the disbursement of all grant funds, the loan funds will be made available for application to the project by warrant within 30 days of receipt of written request from **Scott Korthuis, Mayor** of the **City of Lynden**, and sent to the Whatcom County Executive's office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. The request will include the full loan amount (**\$562,000**), and a reference to the contract number assigned to this Interlocal Agreement. Repayment of the loan will begin one year from the disbursement date and follow the schedule noted in Attachment A.

BUDGET

| Funding Source | Amount | |
|---------------------------------|---------------------|--|
| City of Lynden Funds | \$ 750,000 | |
| Whatcom County EDI Fund (Loan) | \$ 562,500 | |
| Whatcom County EDI Fund (Grant) | \$ 387,500 | |
| TOTAL | \$ 1,700,000 | |
| | | |
| | | |
| Project Budget | | |
| Design and Permitting | | |
| Right-of-Way Acquisition | | |
| Construction | | |
| | | |
| TOTAL | \$1,700,000 | |
| | | |

**Attachment A
Amortization Schedule**

| WHATCOM COUNTY | | | | | | |
|---|------|-------------------|------------|----------|------------|----------------|
| EDI Loan City of Lynden | | | | | | |
| South Park Street, Street Water and Sidewalk Improvements | | | | | | |
| | | Principal | | | \$562,500 | |
| | | Interest Rate | | | 1.00% | |
| | | Term (20 years) | | | 20 | |
| # | Year | Beginning Balance | Payment | Interest | Principal | Ending Balance |
| 1 | 2024 | \$562,500 | (\$31,171) | 5,625 | (\$25,546) | \$536,954 |
| 2 | 2025 | \$536,954 | (\$31,171) | 5,370 | (\$25,801) | \$511,153 |
| 3 | 2026 | \$511,153 | (\$31,171) | 5,112 | (\$26,059) | \$485,094 |
| 4 | 2027 | \$485,094 | (\$31,171) | 4,851 | (\$26,320) | \$458,774 |
| 5 | 2028 | \$458,774 | (\$31,171) | 4,588 | (\$26,583) | \$432,191 |
| 6 | 2029 | \$432,191 | (\$31,171) | 4,322 | (\$26,849) | \$405,342 |
| 7 | 2030 | \$405,342 | (\$31,171) | 4,053 | (\$27,118) | \$378,224 |
| 8 | 2031 | \$378,224 | (\$31,171) | 3,782 | (\$27,389) | \$350,835 |
| 9 | 2032 | \$350,835 | (\$31,171) | 3,508 | (\$27,663) | \$323,172 |
| 10 | 2033 | \$323,172 | (\$31,171) | 3,232 | (\$27,939) | \$295,233 |
| 11 | 2034 | \$295,233 | (\$31,171) | 2,952 | (\$28,219) | \$267,014 |
| 12 | 2035 | \$267,014 | (\$31,171) | 2,670 | (\$28,501) | \$238,513 |
| 13 | 2036 | \$238,513 | (\$31,171) | 2,385 | (\$28,786) | \$209,727 |
| 14 | 2037 | \$209,727 | (\$31,171) | 2,097 | (\$29,074) | \$180,653 |
| 15 | 2038 | \$180,653 | (\$31,171) | 1,807 | (\$29,364) | \$151,289 |
| 16 | 2039 | \$151,289 | (\$31,171) | 1,513 | (\$29,658) | \$121,631 |
| 17 | 2040 | \$121,631 | (\$31,171) | 1,216 | (\$29,955) | \$91,676 |
| 18 | 2041 | \$91,676 | (\$31,171) | 917 | (\$30,254) | \$61,422 |
| 19 | 2042 | \$61,422 | (\$31,171) | 614 | (\$30,557) | \$30,865 |
| 20 | 2043 | \$30,865 | (\$31,174) | 309 | (\$30,865) | \$0 |

ATTACHMENT B Funding Application

City of Lynden – South Park Water, Street, and Sidewalk Improvements Economic Development Investment (EDI) Program Application

South Park Water, Street, & Sidewalk Improvements

Funding Request: \$700,000



Request: The City of Lynden is requesting Whatcom County Economic Development Investment (EDI) funds in the amount of \$700,000 to complete water and street improvements on South Park Street. This City neighborhood collector has an undersized water main that doesn't provide adequate fire flow. Further, the street is old with non-ADA compliant sidewalks. The requested funds would be matched with \$1,000,000 in City funds.

Issue: The $\frac{1}{4}$ mile section of water main beneath South Park Street is old, deteriorated, and doesn't meet current City standard. Flow testing has shown that the existing water main does not provide adequate fire flow which makes this a life safety concern for this neighborhood. The South Park roadway and sidewalk are also in poor condition and are logical candidates for replacement and upgrading to current Federal Americans with Disabilities Act (ADA) standards. South Park is a local neighborhood street connector between 8th Street and Depot Road, the major collector. This deficiency has been identified in the City's adopted Water System Plan.

Solution: This project will upgrade the water main to City standards to provide adequate fire flow and add fire hydrants for required fire protection to the neighborhood. After upgrading the below-street utilities, the existing old and deteriorated street will be reconstructed with new asphalt and pedestrian sidewalks and ramps to meet current Federal and City ADA standards.

The aerial photo below highlights the section of South Park Street that would receive new upgraded water main, street and pedestrian reconstruction to City ADA standards.



WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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

| | | |
|-------------------|--|--|
| Contract Routing: | 1. Prepared by: _____ 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: _____ | |
|-------------------|--|--|

EDI INFRASTRUCTURE PROJECTS

| | Cost Center | Contract No. | Term | EDI Request Request | EDI Distribution | | Municipality Contribution | Total Project | Description |
|--------------------------------------|----------------|-----------------|-------------------|------------------------|---------------------|---------------------|------------------------------|----------------------|---|
| | | | | | 3/4 Grant | 1/4 Loan | | | |
| Lynden | | | | | | | | | |
| Rec Center- | 332256 | | 9/2022 - 12/2022 | | | | \$ 250,000 | \$ 250,000 | Infrastructure - Building preservation |
| Community Center | 332257 | 202209002 | 9/2022 - 12/2022 | \$ 300,000 | \$ 300,000 | | \$ 300,000 | \$ 600,000 | Infrastructure - Building preservation |
| Grover St.Pavement | 332258 | 202209003 | 9/2022 - 12/2022 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 1,000,000 | Infrastructure - street improvement |
| Trail Connector | 332259 | 202209004 | 9/2022 - 12/2023 | \$ 500,000 | \$ 500,000 | | \$ 500,000 | \$ 870,000 | Capital Facility - Community Trail |
| South Park Water and St. | 332260 | 202209005 | 2023 | \$ 950,000 | \$ 387,500 | \$ 562,500 | \$ 1,000,000 | \$ 1,950,000 | Infrastructure - Storm and Water |
| Blaine | | | | | | | | | |
| Harvey Water Pump Stn | 332261 | | | \$ 500,000 | \$ 375,000 | \$ 125,000 | \$ 500,000 | \$ 1,000,000 | Infrastructure - Water |
| Sewer Rehab | 332262 | | | \$ 2,500,000 | \$ 1,875,000 | \$ 625,000 | \$ 5,000,000 | \$ 7,500,000 | Infrastructure - Sewer |
| Ferndale | | | | | | | | | |
| Emergency Intertie Water | 332263 | 202207012 | 9/1/22 - 6/30/23 | \$ 850,000 | \$ 525,000 | \$ 325,000 | \$ 1,000,000 | \$ 1,850,000 | Infrastructure - Water |
| Church Rd Booster Station | 332264 | 202209008 | 9/1/22 - 7/31/23 | \$ 250,000 | \$ 250,000 | \$ - | \$ 500,000 | \$ 750,000 | Infrastructure - Water |
| Skatepark | 332265 | 202209009 | 4/1/23 - 12/31/24 | \$ 200,000 | \$ 200,000 | \$ - | \$ 1,000,000 | \$ 1,200,000 | Capital Facility - Parks and Recreation |
| Port of Bellingham | | | | | | | | | |
| BST Term Power/Telecom | 332266 | 2022009010 | 9/01/22-12/31/23 | \$ 1,500,000 | \$ 1,125,000 | | \$ 1,875,000 | \$ 3,375,000 | Infrastructure - Electrical/Telecom |
| City Of Bellingham | | | | | | | | | |
| Meridian Birchwood Phase I* | 332267 | | 9/2022 - 12/2025 | \$ 2,625,000 | \$ 2,625,000 | \$ - | \$ 4,375,000 | \$ 7,000,000 | Infrastructure - Road |
| Other | | | | | | | | | |
| | | | | | | | | | |
| Total Infrastructure Requests | | | | \$ 10,675,000 | \$ 8,662,500 | \$ 1,637,500 | \$ 16,800,000 | \$ 27,345,000 | |

City of Lynden Pulled Rec Center request of \$250k and increased the S. Park Street Water project request by \$250k

City of Bellingham requested \$2.625 million. Awarded \$2,625,000 grant, loan declined.

Port of Bellingham requested \$1.5 million. Awarded \$1,125,000 grant, \$375k loan declined.

Ferndale now includes one Loan/Grant agreement. Water Intertie project \$525K Grant & \$325K loan.

Anticipate Blaine to choose Sewer Rehab for single Grant/Loan program Propose: Grant \$1,125,000 Loan: \$750k



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-523

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------------|--------------|
| File ID: | AB2022-523 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/19/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Resolution | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | Final Action: | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Resolution approving the 2023 Lodging Tax allocations as recommended by the Lodging Tax Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution approving the 2023 Lodging Tax allocations as recommended by the Lodging Tax Advisory Committee

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed resolution, Attachment A

PROPOSED BY: Executive

RESOLUTION NO. _____

**APPROVING THE 2023 RECOMMENDED CONVENTION CENTER
ALLOCATIONS FOR TOURISM-RELATED FACILITIES AND ACTIVITIES
AS DEFINED THROUGH RCW 67.28.1816**

WHEREAS on September 7, 2022, the Whatcom County Lodging Tax Advisory Committee (LTAC) held a public meeting to consider 2023 funding for use of Convention Center Funds; and

WHEREAS, of the fifteen applications submitted, the LTAC recommends funding for fourteen eligible applicants in the amount of \$725,150 and further detailed in attachment A; and

WHEREAS, the LTAC further recommends a contingency in the amount of \$150,000 to be used in the event eligible applicants seek funding for tourism programs later in the year; and

WHEREAS, the 2023 funding recommendations totaling \$875,150 were determined based on the ability to promote and serve tourism activities in Whatcom County as defined in RCW 67.28; and

WHEREAS, all funding recipients must submit a report to the County describing the actual number of people traveling for business or pleasure on a trip as well as describing the results of the event of activity sponsored by the Convention Center Fund; and

WHEREAS, in addition to the above referenced funding allocations directed to Chamber operations, events and festivals the LTAC further supports and recommends special project funding in the amount of \$565,775 for the delayed Wayfinding project developed by MERJE Design and facilitated by Bellingham Whatcom Tourism; and

WHEREAS, the 2023 Convention Center Fund revenue is projected at \$1,500.000 and the 2023 fund balance is projected to be \$2,918,284; and

NOW, THEREFORE, BE IT RESOLVED, that the Whatcom County Council hereby authorizes the County Administration to allocate \$1,440,925 from the Lodging Tax Fund for the purposes of tourism related activities as recommended by the Lodging Tax Advisory Committee and detailed in attachment A.

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:

Christopher Quinn per email 09/19/22
Civil Deputy Prosecutor

CONVENTION CENTER - HOTEL/MOTEL TAX FUNDS - 2023

| Tab | Requesting Agency | 2022 Approved | 2023 Requests | Committee Approved | Notes |
|-----|---|--------------------|--------------------|-----------------------|--|
| | Chamber VIC or Tourism Bureau | | | | |
| | Bellingham Regional Chamber of Commerce | \$25,000 | \$30,000 | \$30,000 | |
| | Bellingham/Whatcom Co. Tourism - operations | \$290,000 | \$250,000 | \$250,000 | |
| | Bellingham/Whatcom Co. Tourism - Economic Recovery | \$95,000 | \$0 | | |
| | Birch Bay Chamber of Commerce - VIC | \$115,000 | \$120,000 | \$120,000 | |
| | Birch Bay Chamber of Commerce - Restrooms | \$5,000 | \$10,000 | \$10,000 | |
| | Ferndale Chamber of Commerce | \$12,000 | | | |
| | Mt. Baker Foothills Chamber/Visitor Center | \$110,000 | \$125,000 | \$125,000 | |
| | Point Roberts Chamber of Commerce | \$17,500 | \$19,400 | \$19,400 | |
| | Chambers & Tourism SUBTOTAL | \$669,500 | \$554,400 | \$554,400 | |
| | Whatcom County Glacier Restrooms cc: 14131 | \$19,500 | \$19,500 | \$19,500 | |
| | Allied Arts | \$14,800 | \$10,500 | \$10,500 | |
| | Bellingham Festival of Music | \$10,000 | \$0 | | |
| | Cascadia Film Festival | \$10,000 | \$10,000 | \$10,000 | |
| | North Cascades Bluegrass Festival | \$20,000 | \$20,000 | \$20,000 | |
| | Northwest Tune Up (approved through 2022 contingency) | \$50,000 | \$75,000 | \$0 | |
| | Scottish Dance Society | \$10,000 | \$15,750 | \$15,750 | |
| | Seafeast | \$20,000 | \$20,000 | \$20,000 | |
| | Sustainable Connections | \$35,000 | \$40,000 | \$40,000 | |
| | Sylvia Center | \$25,000 | \$0 | | |
| | Whatcom Events | \$25,000 | \$35,000 | \$35,000 | |
| | Event and Festivals SUBTOTAL | \$239,300 | \$245,750 | \$170,750 | |
| | TOTAL ANNUAL FUNDING REQUESTS | \$908,800 | \$800,150 | \$725,150 | |
| | 20% Contingency used for mid-year allocations | \$150,000 | \$150,000 | \$150,000 | |
| | | | | | |
| | TOTAL ANNUAL FUNDING REQUESTS w/Contingency | \$1,058,800 | \$950,150 | \$875,150 | |
| | Special Project Request | | | | |
| | WC Portion of Multi-jurisdictional Wayfinding Project | \$565,775 | \$565,775 | \$565,775 | <i>Pending project review and start-up</i> |
| | PROPOSED EXPENDITURE BUDGET | \$1,624,575 | \$1,515,925 | \$1,440,925 | |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-525

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2022-525 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/19/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Bid Award | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to authorize purchase of 10 Stryker Power Load systems from vendor Stryker, in an amount not to exceed \$265,594

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request approval for the County Executive to authorize purchase of 10 Styker Power Load systems from vendor Stryker, in an amount not to exceed \$265,594

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Quote, Approval for Bid, Sole Source Letter, Terms and Conditions

WHATCOM COUNTY
WCEMS Office
800 E Chestnut, Suite 3C
Bellingham, WA 98225



Mike Hilley
WCEMS Manager

MEMORANDUM

To: Satpal Sidhu, County Executive
From: Mike Hilley, EMS Manager
Re: Quote/Contract 10 PowerLoad
Date: September 15, 2022

- **Background and Purpose**

The EMS advisory board has requested the county purchase Stryker PowerLoad patient movement systems for county fire districts that have not already purchased this equipment. The systems are necessary in order to utilize new Stryker ambulance cots acquired last year. The purchase of cots was appropriated in budget ordinance 2022-044.

Stryker has been determined to be a sole source for this proprietary equipment. The attached quote totals \$265,593.90 and is for 10 PowerLoad systems. Installation will be completed under a separate agreement.

- **Funding Amount and Source**

The funding source is the EMS Fund.

Please contact Mike Hilley at (360) 927-1155 if you have any questions or concerns regarding the terms of this agreement.

I concur with this recommendation:

Brad Bennett, Finance Manager

9/20/22

Date



Whatcom EMS - 10 x PL

Quote Number: 10507517

Version: 1

Prepared For: WHATCOM COUNTY EMS
Attn:

Remit to: **Stryker Medical**

P.O. Box 93308
Chicago, IL 60673-3308

Rep: Kyle Howell

Email: kyle.howell@stryker.com

Phone Number: (989) 295-7999

Quote Date: 07/06/2022

Expiration Date: 10/04/2022

Delivery Address

Name: WHATCOM COUNTY EMS
Account #: 1330380
Address: 311 GRAND AVE STE 198
BELLINGHAM
Washington 98225-4038

End User - Shipping - Billing

Name: WHATCOM COUNTY EMS
Account #: 1330380
Address: 311 GRAND AVE STE 198
BELLINGHAM
Washington 98225-4038

Bill To Account

Name: WHATCOM COUNTY EMS
Account #: 1330380
Address: 311 GRAND AVE STE 198
BELLINGHAM
Washington 98225-4038

Equipment Products:

| # | Product | Description | Qty | Sell Price | Total |
|------------------|--------------|----------------|-----|-------------|--------------|
| 1.0 | 639005550001 | MTS POWER LOAD | 10 | \$24,244.08 | \$242,440.80 |
| Equipment Total: | | | | | \$242,440.80 |

Price Totals:

| | |
|-------------------------------|--------------|
| Estimated Sales Tax (8.800%): | \$21,334.79 |
| Freight/Shipping: | \$1,818.31 |
| Grand Total: | \$265,593.90 |

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**
County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Sidhu
County Executive

Approval for Contract Award

Approval is requested for sole source purchase of 10 Stryker Power Load systems in the amount of **\$265,593.90** including freight and taxes.



Satpal Singh Sidhu
Whatcom County Executive
Approving Authority

Date 9/20/22

Christopher Quinn
Christopher Quinn
Senior Deputy Prosecuting Attorney
Civil Division

per email 09/20/2022
Date

Zac Jordan – Marketing Manager
Stryker Medical
3800 E. Centre Ave. Portage, MI 49002



Date: January, 2022

Re: Power-LOAD Cot Fastener Sole Source Information

To Whom It May Concern,

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-LOAD cot fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: Independent Qualification and Ease of Use.

The Stryker EMS Power-LOAD (Model 6390) cot fastening system is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. The Stryker Power-LOAD is the only powered cot fastening system that meets the following:

Independent Qualification

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD cot fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- SAE J3027 compliant when used with a Stryker Power-PRO cot and X-Restraints

Ease of Use

- Device must provide a linear guide when loading and unloading the cot.
- Device must allow for remote actuation from Power-PRO foot end controls.
- Device must engage to the cot during loading and unloading, providing a means of lifting and lowering.
- Device must have a safe working load of 870 lbs. and be capable of lifting patients weighing up to 700 lbs.
- Device must be mounted inside the patient compartment to prevent environmental exposure and corrosion.
- Device must be power washable.
- Device must be capable of inductively charging the Stryker SMRT cot battery.

Please forward any further questions to your Stryker sales representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Zac Jordan".

Zac Jordan
Marketing Manager

STRYKER MEDICAL (ACUTE CARE)
CAPITAL PURCHASE TERMS & CONDITIONS

1. Definitions. For purposes of this Agreement, the term "Product" will mean commercially available products sold by the Stryker Medical division from time to time.
2. Ordering and Pricing; Payment Terms; Taxes.
 - (a) *Orders.* Customer will order Products either through Stryker's local sales representative or through the appropriate Stryker Customer Service Department and Customer will fill or arrange to have filled these orders in accordance with Stryker's normal procedures.
 - (b) *Price.* Purchase prices for the Products purchased by Customer during the term of this Agreement shall be based on the prices identified on the quote.
 - (c) *Payment Terms.* Unless otherwise indicated on Stryker's invoice, each invoice shall be paid in full by Customer net thirty (30) days. Any amount not paid on time may be subject to a late fee of 1½% per month prorated (18% per annum), or the maximum interest rate allowable by law whichever is the highest.
 - (d) *Taxes.* Unless otherwise indicated on Stryker's invoice, prices do not include, and Customer is responsible for and agrees to pay (unless Customer shall provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or custom authorities), all sales, use, value added, excise and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated, except for Stryker's franchise taxes and taxes on Stryker's net income. If applicable, a separate charge for taxes will be shown on Stryker's invoice.
3. Shipment and Delivery. Unless otherwise provided on the face of an invoice, freight and handling charges *are* prepaid and added to the invoice. In the event that Customer does not specify the carrier, the carrier may be at Stryker's option. Title of the Products sold hereunder shall pass to Customer upon delivery by Stryker to the carrier.
4. Proper Reporting. Customer will comply with all applicable laws and regulations relating to the accounting and application of discounts, including but not limited to all Federal and State laws and regulations regarding reimbursement and proper reporting of discounting and pricing, such as the requirements of the discount "safe harbor" located at 42 C.F.R. 1001.952(h). Pricing under this Agreement may constitute discounts on the purchase of Products, and must be properly reported and appropriately reflected as required by law or contract, including on all applicable Medicare, Medicaid and state agency cost reports.
5. Warranty and Indemnification.
 - (a) Stryker warrants its products in accordance with the terms of the limited warranties located at:
http://tech.med.strykercorp.com/Terms_Conditions/index.html
 - (b) Stryker will hold Customer harmless from and will indemnify Customer for any and all liability incurred resulting directly from a defect in workmanship or design of a Product. This indemnification applies only if the instructions outlined in the labeling, manual, and/or instructions for use are followed. This indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than an employee or agent of Stryker, (ii) the failure of any person other than an employee or agent of Stryker to follow any instructions for use of the Product, or (iii) the use of any product not purchased from Stryker or Product that has been modified, altered or repaired by any person other than an employee or agent of Stryker. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i), (ii), or (iii) above arising as a result of Customer's or its employees', representatives' or agents' actions.
 - (c) Except for third party damages related to Stryker's indemnity obligations under subsection 5(b) hereof, Stryker's liability arising in connection with or under this Agreement (whether under the theories of breach of contract, tort, misrepresentation, fraud, warranty, negligence, strict liability or any other theory of law) will not exceed the purchase price, current market value or residual value of the Products whichever is less. Customer shall in no event be entitled to, and Stryker shall not be liable for, direct, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, loss of profit or revenue.
6. Insurance. Stryker will maintain adequate general liability insurance, including coverage for Products and completed operations, and workers compensation and employer's liability insurance against any claim or claims, which might arise out of Products purchased by Customer from Stryker under the Agreement. Stryker has the right to self-insure to comply with this requirement. When requested by Customer, Stryker will furnish an insurance certificate signed by an authorized agent evidencing the above referenced insurance coverages.
7. Confidential Information. The parties hereto shall hold in strictest confidence any information and materials that are related to the business of the other party hereto or are designated by any such party as proprietary and confidential, herein or otherwise ("Confidential Information"). The parties hereby covenant that they shall not disclose such Confidential Information to any third party without prior written authorization of the party to whom such information relates.

8. HIPAA Compliance. All medical information and/or data concerning specific patients, including, but not limited to Protected Health Information, derived from or obtained during the course of the Agreement, will be disclosed by Customer solely in compliance with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published other than as required or permitted under applicable laws.
9. Warranty of Non-Exclusion. Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents to Customer that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide items or services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.
10. Cancellation; Inspection and Acceptance.
- (a) Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30-day window, a fee of 25% of the total purchase order price and return shipping charges will apply.
- (b) Upon receipt of the Products and/or Services, Customer agrees to inspect and/or test the Products and/or Services. The Products and/or Services shall be deemed accepted by Customer unless Customer provides Stryker a timely written notice specifically noting any defects or discrepancies in the quality or quantity of the Products and/or Services received. All notices regarding nonconforming Product and/or Services, shortages, damage, rejection or revocation of acceptance must be made in writing and received by Stryker no later than thirty (30) days from the date of Stryker's invoice, which Customer agrees is a reasonable time frame within which to diligently inspect and provide notice to Stryker. Customer waives any right to reject the shipment or revoke acceptance thereafter.
11. Force Majeure. Neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.
12. Data. Customer acknowledges and agrees that Stryker may use any data related to the performance or use of the Products or services.
13. Miscellaneous.
- (a) This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without giving effect to the principles of choice of law principles.
- (b) Neither party may assign this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by successors and assigns of the parties to this Agreement.
- (c) Any notice required under this Agreement shall be in writing sent by registered mail, postage prepaid, and addressed to the parties at their respective addresses.
- (d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and any modification or amendments to this Agreement must be in writing and signed by both parties. No waiver, alteration, or modification of the terms and conditions set forth herein shall be binding unless Stryker expressly agrees in writing. Stryker expressly rejects any different, additional or conflicting terms or conditions set forth in Customer's purchase order or any other document issued by Customer; the terms of the invoice and these terms and conditions shall exclusively govern the purchase of Products and/or Services from Stryker.
- (e) This Agreement and any exhibit, schedule or other attachments hereunder may be executed and delivered in multiple counterparts, including via facsimile or Adobe Acrobat or ".pdf" format, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-530

| | | | | | |
|----------------------|---|----------------------|-------------------------|----------------|--------------|
| File ID: | AB2022-530 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/20/2022 | 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: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and BERK Consulting, Inc. for the COVID-19 Pandemic Response Review project in the amount of \$2,288

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and BERK Consulting, Inc. for the COVID-19 Pandemic Response Review project in the amount of \$2,288

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Council Staff

RE: Contract Amendment for COVID-19 Pandemic Response Review Project

DATE: September 20, 2022

Enclosed is a contract amendment between Whatcom County and BERK Consulting, Inc. for your review and signature.

- **Background and Purpose**

Whatcom County issued an RFP (#21-60) for consultant services for the COVID-19 Pandemic Response Review project. BERK Consulting, Inc. was identified as the preferred firm and a contract was executed (Contract #202201020). A discussion was held at Council Public Works and Health Committee ([AB2022-085](#)) on February 8, 2022 to confirm the project work plan, during which an item was added to the scope to summarize the County's costs associated with the COVID-19 emergency. Written authorization was provided by Council staff to the consultant team to complete the additional tasks and assess adjustments to cost if needed.

- **Funding Amount and Source**

The 2022 mid-Biennium budget includes approved funding in 2022 and covers the amount of this contract amendment.

- **Differences from Previous Contract**

A task to summarize expenses related to the emergency is added to the scope, and the contract amount is amended to add \$2,288 bringing the total contract amount from \$71,485 to \$73,773.

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: | BERK Consulting, Inc. | | | | | | | | |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 202201020 | | | | | | | | | |
| Does contract require Council Approval? Yes <input type="radio"/> No <input checked="" type="radio"/> If No, include WCC: 3.08.100 | | | | | | | | | |
| Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | | | | | | | | | |
| Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ | | | | | | | | | |
| Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ | | | | | | | | | |
| Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFP21-60 Contract Cost Center: 1100.6630.902 | | | | | | | | | |
| Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form. | | | | | | | | | |
| If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table> | | <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency | <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. | <input type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |
| <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency | | | | | | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | | | | | | | | |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. | | | | | | | | |
| <input type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | | | | | | | | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ 71,485 This Amendment Amount: \$ 2,288 Total Amended Amount: \$ 73,773 | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. | | | | | | | | |
| Summary of Scope: | | | | | | | | | |
| Provide consultant services to complete the COVID-19 Pandemic Response Review project. Contract amendment adds additional services requested by Council (COVID-19 expenses summary). | | | | | | | | | |
| Term of Contract: 1 year | Expiration Date: 12/31/2022 | | | | | | | | |

| | | |
|-------------------|--|-----------------|
| Contract Routing: | 1. Prepared by: Cathy Halka | Date: 9/20/2022 |
| | 2. Attorney signoff: Karen Frakes (by email) | Date: 9/20/2022 |
| | 3. AS Finance reviewed: M Caldwell | Date: 9/21/22 |
| | 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: |

Amendment No. 1
 Whatcom County Contract No. 202201020
 CONTRACT BETWEEN WHATCOM COUNTY AND
BERK Consulting, Inc.

THIS AMENDMENT is to the Contract between Whatcom County and BERK Consulting, Inc., dated January 14, 2022 and designated "Whatcom County Contract No. 202201020". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment increases the maximum consideration by \$2,288 to a total consideration of \$73,773.

This Amendment adds the following additional task to Exhibit A Scope of Work under both the Project Approach and the Description of Services:

- Phase 4: The consultant will create a spending summary for COVID-related expenses

This Amendment adds the following to Exhibit B Compensation:

- Phase 4: Spending Summary, COVID-related expenses summary for an additional cost of \$2,288. This amount is calculated at a total of 15.25 hours at a rate of \$150 per hour for a total of \$2,288

This amendment revises the Project timeline in Exhibit A as follows:

Approximate Project Timeline

Phase 1 (Data Gathering) will take place from January through April, 2022.

Phase 2 (Preliminary Recommendations) will be underway in May through August, 2022.

Phase 3 (Draft Findings and Report) will be completed by the end of September, 2022.

Phase 4 (Spending Summary) will be completed by the end of September, 2022.

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.

IN WITNESS WHEREOF, Whatcom County and BERK Consulting, Inc. 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:

BERK CONSULTING, Inc.

 BRIAN MURPHY, PRINCIPAL

CONTRACTOR

Brian Murphy, Principal

2200 Sixth Avenue, Suite 1000
Seattle, WA 98121

Contact Name: Brian Murphy
Contact Phone: 206-493-2376
Contact Email: Brian@berkconsulting.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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-444

| | | | | | |
|----------------------|--|---------------------|---------------------------|----------------|----------------------|
| File ID: | AB2022-444 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/28/2022 | Entered by: | AReynold@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Report | | |
| Assigned to: | Council Criminal Justice and Public Safety Committee | | | | Final Action: |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Report from the Sheriff's Office

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Sheriff's Office annual report to Council

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|-------|--------------|---------|----------|
| <hr/> | | | |
| <hr/> | | | |

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-511

| | | | | | |
|----------------------|--|---------------------|---------------------------|----------------|----------------------|
| File ID: | AB2022-511 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/15/2022 | Entered by: | AReynold@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Report | | |
| Assigned to: | Council Criminal Justice and Public Safety Committee | | | | Final Action: |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Report from Superior Court

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Superior Court Annual report to Council

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|-------|--------------|---------|----------|
| <hr/> | | | |
| <hr/> | | | |

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-520

| | | | | | |
|----------------------|--------------------------------|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2022-520 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/16/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Report | | |
| Assigned to: | Council Committee of the Whole | | | | Final Action: |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Update from the Administration on the American Rescue Plan Act (ARPA)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo

MEMORANDUM

TO: Whatcom County Council

THROUGH: Satpal Sidhu, County Executive

FROM: Tyler Schroeder, Deputy Executive

RE: American Rescue Plan Act (ARPA) Update

DATE: September 20, 2022

Background

The American Rescue Plan Act (ARPA) of 2021 provided \$350 billion to state, local, and Tribal governments across the country as part of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. The United States Department of the Treasury provided federal funds to jurisdictions through a non-competitive grant process in two tranches; Whatcom County has now received both of its tranches of funds, totaling \$44,528,542. All funds must be committed by December 31, 2024 and expended by December 31, 2026.

Treasury released its SLFRF Final Rule on January 6, 2022. The Final Rule created some additional flexibility for allocation of ARPA funds, particularly as it relates to childcare, affordable housing, and revenue loss calculations for local governments. A summary of the Final Rule is linked [here](#).

Also, the Administration has just been recently notified, that as a public lands County, Whatcom County may receive separate funding under the Local Assistance and Tribal Consistency Fund. According to a U.S. Treasury guidance document, dated July 2022, eligible counties will be able to review their allocations of the total \$1.5 billion by September 30th of this year. These funds can be spent on general government services. The Executive will incorporate any expected funding into the budget process and will update the Council will more information once it is available from U.S. Treasury.

Spending Plan

In 2021, the Executive and Council discussed a plan for allocation of the County's ARPA award (herein after referred to as "spending plan"). This spending plan exceeded the ARPA allocation by approximately \$6M. The Executive and Council have incorporated the spending plan into the 2022 budget, through the mid-biennium budget process and supplemental budget actions.

The table on page 4 of this memo reflects progress toward the spending plan and presents a balanced ARPA budget.

- The "Committed" column includes funds under contract with an outside entity or budgeted for as County expenditures. In some cases, numbers in this column are reduced from the 2022-2023 budget based on anticipated spending.
- The "Proposed 2023-2024" column reflects what Council can expect to see in the Executive's 2023-2024 budget.

- The “Remaining to Allocate” column shows funds that have been allocated in the spending plan but not included in any budget.

Further explanatory narrative is provided here for some of the spending categories.

Childcare – The spending plan includes \$13M for childcare investments (\$12.2 M in childcare and \$800,000 in Revenue Loss)

\$1M was spent on the Laurel & Forest childcare project, which will add capacity for 65 children. The below table reflects this cost as a \$200,000 childcare facility commitment and an \$800,000 transfer to the Northwest Annex project in the Revenue Loss category. This \$800,000 transfer represents the County’s surplus of the Laurel & Forest site for the childcare project.

The Health Department and the Executive’s Office have been working with the Opportunity Council and the City of Bellingham to contract for \$2M in stabilization funds (budgeted for 2023-2024). These funds will be used for up to 77 subawards to childcare providers in order to stabilize the childcare workforce, mitigate pandemic impacts, and increase technical assistance and capacity-building activities through the Center for Retention & Expansion of Childcare.

In the 2023-2024 budget, the Executive will also propose \$634,000 for three additional positions to advance community-based childcare and child wellbeing efforts. These positions will be funded by the Children’s levy if the ballot initiative is successful, but are budgeted for ARPA for the time being.

The Executive’s Office, Health Department, and sector stakeholders are working together to create a Request for Proposals for childcare/early learning providers to apply for capital, equipment, one-time, and pilot project funds to meet community priorities around childcare. After consultation with childcare stakeholders, the Executive recommends broadening this opportunity beyond facility-only funds. The tentative release date for this funding opportunity is October 2022. The initial funding round will include \$4M, and the Health Department will accept provider applications on a rolling basis. A second round of funding for \$500,000 would be rolled out at a later date for smaller providers. This \$4.5M will be included in the 2023 budget.

The remaining \$4,866,000 of childcare funding will be subject to additional conversations with the Council and stakeholders based on interest from the initial round of facility funding and the results of the Children’s ballot initiative.

Housing Capital – The Health Department and the Executive’s Office have been working with housing providers to identify capital projects that can be supported through ARPA. To date, the County has the following projects under contract: Evergreen Ridge, Samish Commons, Laurel/Forest and Thornton Road acquisition. Together, these projects are anticipated to preserve 145 units and add 155 units of affordable housing.

There is approximately \$450,000 budgeted for 2023-2024 to support another capital project.

Homeless Services & Shelter Capital - The Health Department has contracted with a number of entities to provide tenant support programs, premium pay for housing providers, and operate impacted youth shelters.

There is close to \$3,000,000 budgeted for 2023-2024 to support homeless services and specialty shelter capital over the next two years. Planned projects include capital for a Families with Children shelter in north Whatcom County.

Criminal Justice Backlog – Administrative Services has projected staffing costs associated with the criminal justice backlog through 2024. These commitments will be reflected in the positions included in the 23-24 biennium budget for District Court, Public Defender, Prosecuting Attorney, and Superior Court.

Health Response – The Health Department and Sheriff’s Office continues to work on COVID-19 response and plan on incorporating additional ARPA expenditures into the 23-24 budget. Even with these additional expenditures, there is approximately \$686,000 remaining from the Spending Plan that could be reallocated to another priority.

Broadband - The Port of Bellingham, is preparing for a presentation to Council on October 11th regarding \$4M in potential broadband projects. Council will have the opportunity to provide feedback on the proposed package of projects and guidance related to ARPA spending on broadband.

Food Security - The original spending plan did not include an allocation for food security. After a recent presentation from the Bellingham and Whatcom County Food Banks, Council indicated the Executive should prepare an ASR for bulk food purchases, and Council ultimately approved a \$500,000 ASR and contract.

Public Infrastructure - The spending plan originally included \$4,000,000 for countywide infrastructure. In lieu of ARPA, the County funded these projects with EDI funding.

Retail Advocate Program – The spending plan originally include \$250,000 for a retail advocate program in Point Roberts. After further consideration of need, this funding was reallocated to the remaining column in the Revenue Loss category to be used for other programmatic purposes.

Revenue Loss/Government Services –

The table below reduces the spending plan’s revenue loss/general government services allocation from \$4.1M to \$2.6M in order to balance the ARPA budget. As such, there is approximately \$1.4M remaining to allocate for general government services that should be the subject of discussions between the Executive and Council. Spending authority for these funds will be proposed in the Executive’s 2023 budget.

It is important to note that with the release of the final guidance on January 6, 2022, Whatcom County may use up to \$27M of ARPA funding as “revenue loss”, which allows it to be spent on general government purposes not requiring a nexus with COVID. Many of the programmatic investments from other categories will ultimately be reported to Treasury as “revenue loss”. Finance will begin reporting any ARPA spending as “revenue loss” as soon as the County has only \$27M remaining in available funds. The Executive would still use the last \$27M for investments as directed by Council and outlined in the Spending Plan, but would no longer be subject to federal compliance requirements and commitment/expenditure deadlines.

Incorporating ARPA into the 2023-2024 Budget Process

Over the next several weeks, the Administration will firm up the numbers included on page 4; the information presented here may see minor adjustments as numbers are finalized. During the budget process, the

Executive and Council can have further discussion around budget proposals and the uses of remaining ARPA dollars.

Please reach out to the Executive, myself or Kayla in our office for questions, further discussion, or to provide early feedback on ARPA budgeting for 2023-2024 and remaining allocation priorities.

Whatcom County - ARPA Updated Spending Plan

| Allocation | Spending Plan | Committed | Proposed 2023-2024 | Remaining to Allocate | Percent of Total |
|--|----------------------|----------------------|----------------------|-----------------------|------------------|
| <input checked="" type="checkbox"/> Childcare Capital | \$ 9,200,000 | \$ 200,000 | \$ 4,500,000 | \$ 4,500,000 | 21% |
| Laurel and Forest | | \$ 200,000 | | | |
| <input checked="" type="checkbox"/> Childcare Stabilization | \$ 3,000,000 | | \$ 2,634,000 | \$ 366,000 | 7% |
| Childcare Stabilization Grants | | | \$ 2,000,000 | | |
| Staffing | | | \$ 634,000 | | |
| <input checked="" type="checkbox"/> Housing Capital | \$ 7,225,000 | \$ 6,775,747 | \$ 449,253 | | 16% |
| Evergreen Ridge | | \$ 2,000,000 | | | |
| Laurel and Forest | | \$ 3,000,000 | | | |
| Samish Commons | | \$ 525,000 | | | |
| Thornton Street | | \$ 1,250,747 | | | |
| <input checked="" type="checkbox"/> Homeless Services & Shelter Capital | \$ 5,500,000 | \$ 2,524,481 | \$ 2,975,519 | | 12% |
| Landlord - Tenant Supports | | \$ 74,800 | | | |
| Premium Pay | | \$ 184,921 | | | |
| Shelter services | | \$ 689,760 | | | |
| Waystation | | \$ 1,500,000 | | | |
| Youth Shelter | | \$ 75,000 | | | |
| <input checked="" type="checkbox"/> Criminal Justice Backlog | \$ 6,582,756 | \$ 2,242,927 | \$ 4,339,829 | | 15% |
| Dibble Building Lease | | \$ 79,398 | | | |
| District Court | | \$ 150,194 | \$ 283,487 | | |
| Prosecuting Attorney | | \$ 445,034 | \$ 813,426 | | |
| Public Defender | | \$ 1,083,864 | \$ 2,253,718 | | |
| Superior Court | | \$ 399,105 | \$ 837,336 | | |
| Clerk | | \$ 85,332 | \$ 151,862 | | |
| <input checked="" type="checkbox"/> Public Health | \$ 5,841,369 | \$ 2,076,430 | \$ 3,079,074 | \$ 685,865 | 13% |
| Direct COVID-19 Response | | \$ 1,864,000 | \$ 2,876,786 | | |
| Jail COVID-19 | | \$ 212,430 | \$ 202,288 | | |
| <input checked="" type="checkbox"/> Broadband | \$ 4,000,000 | | \$ 4,000,000 | | 9% |
| <input checked="" type="checkbox"/> Food Security | \$ 500,000 | \$ 500,000 | | | 1% |
| Bellingham Food Bank | | \$ 500,000 | | | |
| <input checked="" type="checkbox"/> Revenue Loss/Gov't Services | \$ 2,679,417 | \$ 1,160,233 | \$ 108,962 | \$ 1,410,223 | 6% |
| Transfer to Northwest Annex Project | | \$ 800,000 | | | |
| Frozen Positions | | \$ 348,633 | | | |
| ARPA Administration | | \$ 11,600 | \$ 108,962 | | |
| Grand Total | \$ 44,528,542 | \$ 15,479,818 | \$ 22,086,637 | \$ 6,962,088 | 100% |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-507

| | | | | | |
|----------------------|--------------------------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | AB2022-507 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/13/2022 | Entered by: | SMurdoch@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Discussion | | |
| Assigned to: | Council Committee of the Whole | | | Final Action: | |
| Agenda Date: | 09/27/2022 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Update from the Health Department on severe weather shelter plans

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Information Sheet



Memorandum

TO: SATPAL SIDHU, COUNTY EXECUTIVE

**FROM: ANN BECK, COMMUNITY HEALTH & HUMAN SERVICES
MANAGER**

DATE: 09/08/2022

**RE: UPDATE FROM HOMELESS HOUSING STAFF ON SEVERE WEATHER
SHELTER PLANS**

With the winter season on the horizon and a continued need for emergency shelter in the community, county housing staff have been working on an added location for emergency shelter when temperatures reach 28 degrees or less. This brief discussion will provide Council with information about available shelter resources and collaboration with new partners to operate a severe weather shelter for unsheltered individuals to provide life saving measures.

Since the start of COVID, the previous model of added winter shelter capacity being operated by volunteer organizations has not been possible. Last year saw two quick response, employee run shelters opening during extreme weather conditions as there was no outside contractor able to operate one. This year Whatcom County is contracting with an agency to provide additional shelter capacity.

This discussion is to offer an update on both the daytime warming center and overnight shelter that will be opened during severe weather. Information will also be shared with council about when and how severe weather shelters will be activated as well as current shelter capacity in the community.





SEVERE WEATHER SHELTERS

Guiding Assumptions:

1. The Health Department Director will determine when severe cold weather conditions pose life-threatening circumstances and severe weather shelter(s) should open. The guidelines below will be used in the decision-making process.
2. The temperature threshold of 28°F forecasted as the overnight low will activate the opening of a severe weather shelter. Precipitation of 2" forecasted or on the ground if freezing temperature (32°) threshold is reached is also an activation factor.
3. Temperature ranges collected at the Bellingham Airport from the National Oceanic and Atmospheric Administration (NOAA) will be the only source utilized for determining whether the weather threshold is met.
4. Wind Chill used as a factor for weather threshold is extremely variable due to gusts, nine micro-climates in the county, and challenges with forecasting sustained winds. Wind Chill will be considered and the negotiated contract(s) will define the parameters of when wind conditions may activate shelter opening.
5. Contracted organizations will have final say on whom they serve, within the guidelines of the contract. More vulnerable populations will be prioritized. Capacity constraints of contracted organizations may also limit the number of days a severe weather shelter can be offered.
6. Unique requests (i.e., pets, couples, meals) will be considered, but may not be accommodated due to insufficient contracted organization capacity.
7. Twenty-four hours advance notice, when possible, will be provided to the contracted organization(s) when requesting the opening of a severe weather shelter.
8. Severe Weather shelter(s) will be deactivated when thresholds for forecasted severe weather are no longer met
9. Nothing prohibits organizations from opening their own shelters during severe weather, but public resources will not be offered without a prearranged contract.





Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-508

| | | | | | |
|----------------------|--|----------------------|-------------------------|----------------|--------------|
| File ID: | AB2022-508 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/14/2022 | Entered by: | MAamot@co.whatcom.wa.us | | |
| Department: | Planning and Development Services Department | File Type: | Discussion | | |
| Assigned to: | Council Committee of the Whole | Final Action: | | | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Discussion of draft Interlocal Agreement between Whatcom County and the seven cities relating to procedures for amending the Countywide Planning Policies

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discuss draft Interlocal Agreement between Whatcom County and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas concerning procedures for amending the Countywide Planning Policies.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Draft Interlocal Agreement

WHATCOM COUNTY

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



Mark Personius
Director

Memorandum

September 14, 2022

TO: The Honorable Satpal Sidhu, Whatcom County Executive
The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Steve Roberge, Assistant Director

RE: Interlocal Agreement - Countywide Planning Policies Amendment
Procedures

The Growth Management Act (GMA) required the County to adopt countywide planning policies in cooperation with the cities (RCW 36.70A.040(4) and RCW 36.70A.210). Countywide planning policies establish a framework for developing city and county comprehensive plans and ensuring these plans are consistent. The County Council originally adopted countywide planning policies in 1993 and amended these policies in 1997, 2005, and 2021.

As the City/County Planner Group discussed the GMA requirement to amend the countywide planning policies in association with the Buildable Lands Program, we came to the conclusion that we needed to establish an interim procedure for making countywide planning policy amendments. The Group established a subcommittee that reviewed other jurisdictions' procedures for countywide planning policy amendments, drafted a proposed interlocal agreement, and brought it back to the City/County Planner Group for consideration.

The County Council's Special Committee of the Whole (SCOTW) met on September 10, 2019 and January 28, 2020 to discuss the draft interim interlocal agreement. The SCOTW approved a motion to accept the proposed Interlocal on February 11, 2020 (7-0 vote). All 7 cities signed the Interim Interlocal Agreement. After County Council authorization, the Executive signed the Interim Interlocal Agreement on July 14, 2020 (Whatcom County Contract No. [202007014](#)).

The City/County Planner Group is now proposing a long-term Interlocal Agreement establishing procedures for amending countywide planning policies, to replace the Interim Interlocal Agreement. Main differences between the approved Interim Interlocal Agreement and the proposed long-term Interlocal Agreement include changes to the following sections:

- Tribal and Federal Agency Participation (Section 1.3) – A new section was added relating to inviting the Lummi Nation, Nooksack Tribe, and appropriate federal agencies to participate in and cooperate with the countywide planning

policy amendment process in accordance with RCW 36.70A.210(4). This new section was added in response to Substitute House Bill 1717 that was passed by the State Legislature and signed by the Governor in 2022.

- Recommendation (Section 1.4) – A clause was removed that essentially allowed the City/County Planner Group to stop a Countywide Planning Policy amendment from going forward (unless overruled by the County Executive and majority of mayors). Under the current proposal, if the City/County Planner Group recommends denial of an amendment, it will still proceed for review by the County Planning Commission and County Council. A timeframe was added that the County Planning Director must refer proposed CWPP amendments to the City/County Planner Group *within 10 days*. Finally, the option for City/County Planner Group members to vote by email was removed (with ZOOM or hybrid meetings, this would typically not be necessary).
- Ratified Amendments (Section 1.10) – A clause was added to ratification method A that at least 50% of the total jurisdictions must vote for the amendments (so that a minority of jurisdictions could not impose new CWWPs on the majority of jurisdictions).
- Effective Date, Duration and Termination (Section 2) – The proposal is a long-term Interlocal Agreement that would be valid through December 31, 2032. The existing Interim Interlocal Agreement is set to expire in 2024 or when new CWPP amendment procedures are adopted, whichever comes first.
- Termination of Interim Procedures (Section 3) – Explicitly terminates the Interim Interlocal Agreement, as it is being replaced by the proposed long-term Interlocal Agreement.

Section 1.10 of the proposed long-term Interlocal Agreement provides two methods to ratify countywide planning policy amendments. In order to become effective, the amendments would have to be approved by:

- Method 1 - Jurisdictions (the County and cities) representing at least 85% of the total population of Whatcom County and at least 50 percent of the total number of jurisdictions; **or**
- Method 2 - At least 75% of the jurisdictions, provided that Whatcom County must be one of the jurisdictions to approve the amendments (i.e., the County and at least 5 of the 7 existing cities).

Under method 1, the County, the City of Bellingham and two or more small cities (depending on population) would need to approve a countywide planning policy amendment. Disapproval by the County, the City of Bellingham, or a coalition of small cities would prevent the countywide planning policies from being ratified

under this method. However, there is a second method under which countywide planning policies could be ratified.

Under method 2, the County and at least 5 of the seven cities would need to approve a countywide planning policy amendment. Disapproval by the County or a coalition of three cities would prevent the countywide planning policies from being ratified *under this method.*

The chart below shows the different possible routes to ratification. For the amendments to become effective, ratification is only required under method 1 or method 2. Additionally, Whatcom County is the only jurisdiction that must approve the countywide planning policies amendments in every scenario.

| Approval by | Ratification under Method 1? | Ratification under Method 2? | Bellingham's Approval Required? | % of County Population Represented |
|---|---|------------------------------|---------------------------------|------------------------------------|
| County, Bellingham, and 2 or 3 small cities | Yes (except if the cities are the smallest ones) | No | Yes | 85% |
| County, Bellingham, and 4 small cities | Yes | Yes | Yes | 86% |
| County and 5 small cities | No | Yes | No | 53% |

NOTE: The "% of County Population Represented" is the minimum percentage of the countywide population represented by the jurisdictions approving the amendments. For purposes of this chart, the County represents the unincorporated population, which is approximately 41% of the countywide population. Bellingham has about 40% of the countywide population. These percentages are from the 2020 Census.

On September 27, Planning and Development Services would like to provide an overview of the proposed Interlocal Agreement and ask the County Council to identify any concerns prior to review by the seven city councils. After approval by the city councils, we will bring the interlocal agreement back to the County Council to hold a public hearing and vote to authorize the Executive to sign the Interlocal Agreement.

Thank you for your review and consideration of the proposed Interlocal Agreement between Whatcom County and the cities.

INTERLOCAL AGREEMENT
BETWEEN
WHATCOM COUNTY AND THE CITIES OF BELLINGHAM,
BLAINE, EVERSON, FERNDALE, LYNDEN, NOOKSACK, AND SUMAS
CONCERNING PROCEDURES FOR AMENDING THE
COUNTYWIDE PLANNING POLICIES

This agreement is made by and between Whatcom County (herein after referred to as the “County”) and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas (herein after referred to as the “Cities”).

WHEREAS, the Growth Management Act (GMA) required the County to adopt countywide planning policies in cooperation with the Cities (RCW 36.70A.040(4) and RCW 36.70A.210); and

WHEREAS, the GMA states countywide planning policies are used “. . . solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted pursuant to this chapter. This framework shall ensure that city and county comprehensive plans are consistent . . .” (RCW 36.70A.210(1)); and

WHEREAS, the County Council adopted the original countywide planning policies in April 1993 (Resolution 93-024); and

WHEREAS, the County Council amended the countywide planning policies in March 1997 (Resolution 97-011); and

WHEREAS, the County Council amended the countywide planning policies in January 2005 (Ordinance 2005-022); and

WHEREAS, the County Council amended the countywide planning policies in February 2021 (Ordinance 2021-003); and

WHEREAS, the County and the cities entered into an interlocal agreement containing interim procedures for amending the countywide planning policies in 2020 (Whatcom County Contract No. 202007014); and

WHEREAS, cooperative relationships and coordination between the County and Cities are mutually beneficial; and

WHEREAS, the Cities and County desire to agree on procedures for amending the countywide planning policies in this interlocal agreement; and

WHEREAS, the Cities and County find that establishing procedures for amending the Countywide Planning Policies is in the public interest and will further the goals of the GMA; and

NOW, THEREFORE, subject to the terms and conditions contained herein, the Cities and County agree as follows:

Section 1. Procedures for Amending the Countywide Planning Policies

The Cities and the County agree to the following procedures for amending the countywide planning policies:

1. **Authority to Initiate Amendment** – Any of the following may initiate a proposed amendment to the Countywide Planning Policies by submitting a written proposal to the County Planning Director:
 - a. The Whatcom County Executive;
 - b. The Whatcom County Council;
 - c. Any City Council;
 - d. Any City Mayor.
2. **Required Information** - The proposed amendment shall include:
 - a. The language of the proposed amendment shown with underlining and strikethroughs.
 - b. An explanation of the need for the proposed amendment. This may include, as appropriate, the factors, changed conditions, data, analysis, and/or experience with existing countywide planning policies that show a need for the proposed amendment.

3. **Tribal and Federal Agency Participation** - The County Planning Director will invite the Lummi Nation, Nooksack Tribe, and appropriate federal agencies to participate in and cooperate with the countywide planning policy amendment process in accordance with RCW 36.70A.210(4). The City/County Planner Group will identify appropriate federal agencies to invite.
4. **Recommendation** - Within 10 days, the County Planning Director shall refer proposed amendments to the City/County Planner Group, which shall be comprised of the planning directors or designees from the County and each of the seven Cities. The City/County Planner Group will review and issue recommendations on the proposed amendments as follows:
 - a. The City/County Planner Group will strive to reach consensus but if consensus cannot be reached, recommendations will be by majority vote of the eight jurisdictions (the County and seven cities).
 - b. The City/County Planner Group's recommendations will be issued within 180 days of receiving the proposed amendments. The process of forming recommendations will allow time, within this 180-day period, for individual jurisdictions to consult with their respective planning commissions and/or elected officials, at the discretion of each jurisdiction. The 180-day time period may be extended by 90 days by majority vote of the eight jurisdictions
5. **SEPA** – Whatcom County will conduct SEPA review, if required, on the recommended Countywide Planning Policy amendments.
6. **Whatcom County Planning Commission Review** – The Whatcom County Planning Commission will hold a public hearing and issue recommendations on the proposed countywide planning policy amendments. City planners will be invited to the hearing.
7. **Whatcom County Council Review** – The County Council will invite County and City planners to a committee of the whole meeting to discuss the proposed countywide planning policy amendments. The County Council's committee of the whole will take a vote whether or not to send final draft countywide planning policy amendments to the cities for review and approval.

8. **City Approval Process** – The respective city legislative authorities must act upon final draft countywide planning policy amendments within 90 days of the County Council vote to send the amendments to the cities for review and approval.

City approval means a vote by the legislative authority to approve or disapprove the countywide planning policy amendments (up or down vote). Final draft countywide planning policy amendments may not be modified during the city approval process.

If a city does not notify the County Planning Director of the action taken within the 90-day period, that city shall be deemed to have approved the amendments.

9. **Whatcom County Council Adoption** – Following approval of the countywide planning policy amendments by the cities under subsection 8 above, the County Council may, after conducting a public hearing, adopt the countywide planning policy amendments. Final draft countywide planning policy amendments may not be modified during the County Council adoption process.

10. **Ratified Amendments** - In order to become effective, countywide planning policy amendments must be approved (pursuant to subsections 8 and 9 above) by:

- a. Jurisdictions (the County and cities) representing at least 85% of the total population of Whatcom County and at least 50 percent of the total number of jurisdictions; or
- b. At least 75% of the total number of jurisdictions, provided that Whatcom County must be one of the jurisdictions to approve the amendments (i.e., the County and at least 5 of the 7 existing cities).

11. **Notification of Ratified Amendments** - The County Planning Director shall notify the Cities and the Governor's office in writing within fourteen (14) days of County Council adoption of the countywide planning policies, as set forth in subsection 9 above.

Section 2. Effective Date, Duration and Termination

This interlocal agreement shall be effective upon signature by the Mayor and/or City Manager of each of the seven Cities and the Whatcom County Executive. This interlocal agreement shall remain in effect until December 31, 2032, unless modified or terminated by written agreement of all of the parties.

Section 3. Termination of Interim Procedures

The County and the Cities agree that the interlocal agreement containing interim procedures for amending the countywide planning policies in 2020 (Whatcom County Contract No. 202007014) will terminate on the effective date of this interlocal agreement.

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

CITY OF BELLINGHAM

By _____
Seth Fleetwood, Mayor

Date _____

Approved as to form:
Office of the City Attorney

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

CITY OF BLAINE

By _____
Dave Wilbrecht, Interim City Manager

Date _____

Approved as to form:
Office of the City Attorney

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

CITY OF EVERSON

By _____
John Perry, Mayor

Date _____

Approved as to form:
Office of the City Attorney

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

CITY OF FERNDALE

By _____
Greg Hansen, Mayor

Date _____

Approved as to form:
Office of the City Attorney

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

CITY OF LYNDEN

By _____
Scott Korthuis, Mayor

Date _____

Approved as to form:
Office of the City Attorney

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

CITY OF NOOKSACK

By _____
Kevin Hester, Mayor

Date _____

Approved as to form:
Office of the City Attorney

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

CITY OF SUMAS

By _____
Bruce Bosch, Mayor

Date _____

Approved as to form:
Office of the City Attorney

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

WHATCOM COUNTY

By _____
Satpal Sidhu, County Executive

Date _____

Approved as to form:
Whatcom County Prosecutor



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-522

| | | | | | |
|----------------------|--------------------------------|---------------------|-------------------------|----------------------|--------------|
| File ID: | AB2022-522 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/19/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Discussion | | |
| Assigned to: | Council Committee of the Whole | | | Final Action: | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Discussion and presentation on Whatcom Racial Equity Commission Ordinance from Chuckanut Health Foundation

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion and presentation on Whatcom Racial Equity Commission Ordinance from Chuckanut Health Foundation

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: AB2022-454

| | | | | | |
|----------------------|--------------------------------|--------------------|-----------------------|----------------------|------------|
| File ID: | AB2022-454 | Version: | 1 | Status: | Introduced |
| File Created: | 08/08/2022 | Entered by: | JGay@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Ordinance | | |
| Assigned to: | Council Committee of the Whole | | | Final Action: | |
| Agenda Date: | 09/27/2022 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code to restructure the Public Health 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: |
|------------|--------------|------------|--------------------------------|
| 09/13/2022 | Council | INTRODUCED | Council Committee of the Whole |

Attachments: Staff Memo, Proposed Ordinance, Notice of Action Proposed on 9.13.2022.pdf



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.



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____.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

Exhibit A

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.

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.

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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.~~ a. Health care access and quality; ~~(health care system, mental health, substance abuse, physician or other health care provider, health insurance).~~
- ~~b.~~ b. Physical environment ~~(built environment: transportation, parks; natural environment: air, water, food);~~ including built and natural environments;
- ~~c.~~ c. Social and economic ~~(housing, basic needs, education, employment);~~ sectors, including housing, basic needs, education, and employment;
- ~~d.~~ d. Business and philanthropy; ~~(large/small business, charitable foundations).~~
- ~~e.~~ e. Communities that experience health inequities; ~~(tribal, Hispanic, immigrant, people with disabilities or special health needs, seniors).~~
- ~~f.~~ f. Government; ~~(city of Bellingham, small city/rural).~~
- ~~g.~~ g. Tribal ~~community member/tribal government representation; communities and tribal government;~~
- ~~h.~~ 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.

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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)).



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
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Attention: Krisiti Felbinger

WHATCOM CO COUNCIL
311 GRAND AVE STE 105
BELLINGHAM, WA 982254038

ACTION TAKEN

The Whatcom County Council adopted the following at its September 13, 2022 meeting: **RESOLUTION (2022-039) 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) (AB2022-434)** This resolution amends the Flood Control Zone District & Subzones 2022 budget as follows: From the Flood Control Zone District Fund, appropriate \$74,708 to fund 2022 wage settlements. From the Birch Bay Watershed and Aquatic Resources Management Fund, appropriate \$3,890 to fund 2022 wage settlements. Resolution introduced August 9, 2022. **ORDINANCE (2022-059) AMENDING THE 2022 WHATCOM COUNTY BUDGET, REQUEST NO. 12, IN THE AMOUNT OF \$4,068,703 (AB2022-435)** This ordinance amends the 2022 Whatcom County Budget as follows: From the General Fund: appropriate \$1,800,173 in all General Fund departments to fund 2022 wage settlements; appropriate \$126,251 in Non Departmental to fund What-Conn E911 equipment from grant proceeds; appropriate \$42,980 in Non Departmental to fund transfer to the Emergency Management Fund to fund new program specialist position; appropriate \$7,000 in Sheriff to fund cold case DNA lab analysis; appropriate \$31,827 in Sheriff to fund FY18 Operation Stonegarden program from grant proceeds; appropriate \$14,003 in Sheriff to fund ballistic vests from grant proceeds; appropriate \$49,566 in WSU Extension to fund lease expenses for new office space. From the Road Fund, appropriate \$460,573 to fund 2022 wage settlements. From the Election Reserve Fund, appropriate \$17,371 to fund 2022 wage settlements. From the Whatcom County Jail Fund, appropriate \$453,478 to fund 2022 wage settlements. From the Stormwater Fund, appropriate \$18,135 to fund 2022 wage settlements. From the Behavioral Health Programs Fund, appropriate \$16,469 to fund 2022 wage settlements for Drug Court and Family Treatment Court. From the Countywide Emergency Medical Services Fund, appropriate \$17,302 to fund 2022 wage settlements. From the American Rescue Plan Act Fund, appropriate \$500,000 to fund food bank assistance for food purchases. From the Auditor's O&M Fund, appropriate \$90,000 to fund lifecycle replacement of Auditor recording servers. From the Emergency Management Fund: appropriate \$19,142 to fund 2022 wage settlements; appropriate \$42,980 to fund new program specialist position from General Fund transfer. From the Conservation Futures Fund, appropriate \$2,796 to fund 2022 wage settlements for conservation easement program. From the Ferry Fund, appropriate \$13,949 to fund 2022 wage settlements. From the Equipment Rental & Revolving Fund, appropriate \$53,008 to fund 2022 wage settlements. From the Administrative Services Fund, appropriate \$291,700 to fund 2022 wage settlements. Ordinance introduced August 9, 2022. **ORDINANCE (2022-060) 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 (AB2022-451)** This ordinance amends Whatcom County Code Chapter 5.04 to address diversity, equity, and inclusion on the EMS Oversight Board and EMS Technical Advisory Committee and to define the process and elements of an EMS Levy Service Plan. Ordinance introduced August 9, 2022.

PUBLIC HEARING NOTICE

The Whatcom County Council will hold a public hearing, consider adopting, and may amend the following at its 6 p.m. meeting on September 27, 2022, or at a later date: **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 (AB2022-489)** This ordinance amends the Lake Whatcom Watershed Overlay District (Whatcom County Code (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. Ordinance introduced September 13, 2022. **RESOLUTION APPROVING THE WHATCOM COUNTY SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE YEARS 2023-2028 (AB2022-493)** This resolution approves 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, Exhibit "B". Resolution introduced September 13, 2022.

ACTION PROPOSED (INTRODUCED)

The Whatcom County Council will consider adopting and may amend the following at its 6 p.m. meeting on September 27, 2022, or at a later date: **ORDINANCE AMENDING WHATCOM COUNTY CODE TO RESTRUCTURE THE PUBLIC HEALTH ADVISORY BOARD (AB2022-454)** This ordinance changes Whatcom County Code 24.01.051 to align with the bylaw changes adopted by the Public Health Advisory Board to comply with new state legislation per RCW 70.46.140. Ordinance introduced September 13, 2022. **ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, REQUEST NO. 13, IN THE AMOUNT OF \$2,081,283 (AB2022-485)** This ordinance amends the 2022 Whatcom County Budget as follows: From the General Fund: Appropriate \$310,000 in County Clerk to fund Assigned Counsel increases; decrease appropriation of \$87,500 in Public Defender to support funding for Assigned Counsel increases; appropriate \$13,833 in Health to fund Harmful Algal Bloom grant program; appropriate \$80,000 in Health to fund Foundational Public Health Services' programs increase. From the Countywide Emergency Medical Services Fund, re-appropriate \$290,000 to fund new medic unit. From Road Improvement District Funds, 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: appropriate \$189,000 to fund transfer in support of Courthouse Building Envelope design project; appropriate \$45,000 to fund Courthouse chiller repair. From the Public Utilities Improvement Fund, appropriate \$111,000 to fund transfer in support of Courthouse Building Envelope design project. From the Administrative Services Fund, appropriate \$1,127,000 in Prosecuting Attorney - Tort Services to fund increased premiums and settlements. Ordinance introduced September 13, 2022. **ORDINANCE AMENDING THE PROJECT BASED BUDGET FOR THE COURTHOUSE BUILDING ENVELOPE FUND, REQUEST NO. 4 (AB2022-487)** This ordinance appropriates 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. Ordinance introduced September 13, 2022.

Public documents are available for review weekdays from 8:30 a.m. to 4:30 p.m. in the Council Office, 311 Grand Avenue, Suite 105, Bellingham, and at www.whatcomcounty.us/council. View meeting schedules, agendas, minutes, videos, documents and archives at whatcomlegistar.com. The Council is currently holding hybrid meetings, which can be attended either in person or remotely. Full Council meetings begin at 6 p.m. (unless otherwise announced) in the Council Chambers at 311 Grand Avenue. Instructions for remote participation can be found at www.whatcomcounty.us/joinvirtualcouncil or by contacting the Council Office at 360-778-5010. The Council Chambers is handicapped accessible. People with special needs who will be attending Council meetings are asked to contact the Council Office (360-778-5010) at least 96 hours in advance.

Publish September 18, 2022
IPL0090215
Sep 18 2022

Stephanie Hatcher, being duly sworn, deposes and says: That he/she is the Principal Clerk of The Bellingham Herald, a daily newspaper printed and published in Bellingham, Whatcom County, State of Washington, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of six months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The Bellingham Herald, as amended, for:

No. of Insertions: 1

Beginning Issue of: 09/18/2022

Ending Issue of: 09/18/2022

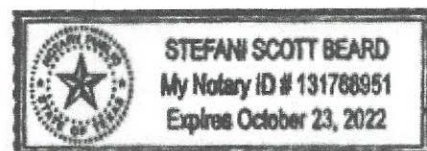
Stephanie Hatcher

(Principal Clerk)

Subscribed and sworn on this 21th day of September in the year of 2022 before me, a Notary Public, personally appeared before me Stephanie Hatcher known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



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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: MIN2022-055

| | | | | | |
|----------------------|----------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | MIN2022-055 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/15/2022 | Entered by: | KFelbing@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Minutes Consent | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 09/27/2022 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Committee of the Whole Executive Session for September 13, 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 Sep 13 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, September 13, 2022

9:30 AM

Hybrid Meeting

**HYBRID MEETING - ADJOURNS BY 10:10 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

Attorneys Present: George Roche and Karen Frakes.

Donovan stated that discussion of agenda items one through three may take place in executive session pursuant to RCW 42.30.110(1)(i), RCW 42.30.110(1)(i), and RCW 42.30.110(1)(b) respectively. Executive session will conclude no later than 10:10 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 10:10 a.m. to discuss the agenda item(s) pursuant to the RCW citation(s) 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 shortly after the vote.

At 10:15 a.m., Council Staff announced that the executive session would extend to no later than 10:30 a.m.

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)]

This agenda item was DISCUSSED.

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).]

This agenda item was DISCUSSED.

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)]

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 10:23 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: MIN2022-056

| | | | | | |
|----------------------|----------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | MIN2022-056 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/19/2022 | Entered by: | KFelbing@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Minutes Consent | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 09/27/2022 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for September 13, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|-------|--------------|---------|----------|
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Attachments: Draft Minutes Committee of the Whole Sep 13 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, September 13, 2022

3:15 PM

Hybrid Meeting

**HYBRID MEETING - ADJOURNS BY 4:30 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 3:06 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. [AB2022-471](#) Presentation by the Whatcom Conservation District on a proposed system of rates and charges to implement the District's work program

The following people presented:

- Heather Christianson, Chair of the Board of Supervisors for the Whatcom Conservation District
- Brandy Reed, Whatcom Conservation District
- Brooke Tacia, FCS Group

They answered a concern from Kershner that the residential sector is picking up the majority of the cost throughout the whole county and whether that is equitable considering the work the Conservation District does and the population they work with.

Elenbaas spoke about a concern with asking people to pay more and stated he would prefer they all put the pressure on our legislators to ask the State not to pull the Conservation District funding and to approve the grants. He supports the Conservation District and fully funding Conservation District projects, but he is not supportive of this mechanism of funding.

Frazey stated she would support it as they go forward and spoke about the importance of the Conservation District's work.

Steve Oliver, County Treasurer, asked whether there is a provision to exempt low income seniors and disabled persons who would otherwise be exempt from property taxes.

Rebecca Xczar, County Assessor, stated her office was not really involved in this process and asked if they could be involved going forward.

Dana Brown-Davis, Clerk of the Council, answered whether the Ordinance being prepared will loop in the Assessor and the Treasurer and what timeframe they would be looking at. She spoke about the process and that we would need at least a couple more weeks to get an Ordinance prepared. Then it would go to Council introduction and we would need about four weeks in between introduction and a hearing.

Oliver stated that for districts that are submitting assessment rolls to be included on the property tax statement, the Treasurer's Office typically requires those to be submitted in October so that they can start building the tax roll and have the tax roll certified and bills printed in a timely manner in the beginning of next year. This is a tight timeline for everybody.

This agenda item was PRESENTED.

Committee Discussion

1. [AB2022-453](#) Discussion of a broadband policy for Whatcom County

Galloway briefed the Councilmembers, read from a memo (on file), and answered questions.

The following people also answered questions:

- Chris Heimgartner, Whatcom Public Utility District (PUD)
- Christine Grant, Whatcom Public Utility District (PUD)
Commission

They answered whether it is prudent to put in all this infrastructure if it might be obsolete in a few years, whether fiber optics should just go where it is needed without overdoing it, how the Port of Bellingham and PUD and the County are working together and whether they are going in the same direction, how the Council gets the Planning Department on board for things like mapping and notification so they know what to do when the County goes to work with the cities and the PUD, and why some jurisdictions have adopted Ordinances that say once infrastructure is put in you cannot re-dig it after a couple of years.

This agenda item was DISCUSSED.

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

Frazey briefed the Councilmembers and referred to the memo (on file). She stated these are some of the highest paid positions in our community and making sure everyone in the culture is inclusive would be important as we move forward.

Elenbaas stated he would like to point out that these jobs are not only some of the highest paid jobs in Whatcom County, they are also some of the hardest and most dangerous and you have to be probably the most well-trained with a ton of liability that goes along with that job. It is not a job where someone just shows up and they can take anyone. There is a reason that they are well paid.

Councilmembers discussed whether this Ordinance applies just to the Emergency Medical Services (EMS) Oversight Board and the Technical Advisory Committee or to all involved in our local EMS services, how much these changes will cost the EMS budget, and how EMS would track the information the Ordinance is requesting.

Galloway moved and Buchanan seconded that the Ordinance be RECOMMENDED FOR ADOPTION. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 4:18 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: MIN2022-057

| | | | | | |
|----------------------|----------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | MIN2022-057 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/19/2022 | Entered by: | KFelbing@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Minutes Consent | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 09/27/2022 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Regular County Council for September 13, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
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Attachments: Draft Minutes Council Sep 13 2022

Whatcom County Council

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



Minutes - Draft Minutes

Tuesday, September 13, 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 9.12.2022

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 Vice Chair Barry Buchanan called the meeting to order at 6:01 in a hybrid meeting (Buchanan chaired the meeting because Donovan was in a remote location).

ROLL CALL

Present: 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, reported on the following:

- The County was successful in receiving the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant of \$25 million for the Lummi Island Ferry as well as \$10 million and approval from the County Road Administration Board (CRAB).
- Flood response. He stated they are working with the Canadians and have been invited to Abbotsford to meet with their team, and they have finalized the flow split design for north of the Everson bridge. The project should be completed before November. They are also waiting for Federal Emergency Management Agency (FEMA) maps to define the flood plain and floodway. There is also a proposal that they should plan for levies around the cities.
- The biennium budget process and Additional Service Requests (ASRs) from the departments.
- His upcoming trip to India.

He answered what the final sticker price is on the ferry and what amount they are trying to get to, whether the Council will see the ASRs before mid-October, and whether the total amount of \$60 million is for just the ferry vessel or also for onshore expenses.

MINUTES CONSENT

Donovan moved to accept the minutes consent items. The motion was seconded by Byrd (see votes on individual items below).

1. [MIN2022-051](#) Special Council for August 2, 2022

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

2. [MIN2022-052](#) Committee of the Whole Executive Session for August 9, 2022

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

3. [MIN2022-053](#) Committee of the Whole for August 9, 2022

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

4. [MIN2022-054](#) Regular County Council for August 9, 2022

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

PUBLIC HEARINGS

Council staff played a short instructional video about how to speak at the meeting.

1. [AB2022-431](#) Resolution vacating an unnamed alley within the Plat of Lummi Park on Lummi Island
- Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Byrd moved and Kershner seconded that the Resolution Requiring a Public

Hearing be APPROVED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2022-037

2. [AB2022-443](#) Resolution authorizing the sale of personal property, pursuant to WCC 1.10

Buchanan opened the Public Hearing and the following people spoke:

- Misty Flowers

Hearing no one else, Buchanan closed the Public Hearing.

Dana Brown-Davis, Clerk of the Council, answered the speaker's question about whether the County is putting retired police dogs (as listed on Exhibit A) up for auction. This is releasing them from the County's possession so they can be with the officers that they have lived with. They are not going up for auction.

Frazey moved and Donovan seconded that the Resolution Requiring a Public Hearing be APPROVED.

Kershner stated the Council already got a briefing from staff on this Resolution in August.

Frazey's motion that the Resolution Requiring a Public Hearing be APPROVED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2022-038

OPEN SESSION

The following people spoke:

- Name not stated
- Todd Lagestee
- Tammi (last name not stated)
- Adam Lambe

- John DeVries
- Lyle Sorenson
- Natalie Chavez
- Pamela Carron
- Hannah Ordos
- Robert Bystrom
- Karla Rae
- Misty Flowers
- Cliff Langley
- Ken Domorod
- Enoch Mann

Hearing no one else, Buchanan closed the Open Session.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Byrd reported for the Finance and Administrative Services Committee and ***moved*** to approve Consent Agenda items one through seven and nine through thirty (he stated that item number eight would be considered separately).

Kershner addressed public comments and spoke about the long list of financial items in the Consent Agenda. She stated that they discussed issues in committee.

Councilmembers voted on the Consent Agenda items (see votes on individual items below).

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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)

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

8. **AB2022-463** Request authorization for the County Executive to enter into a contract between Whatcom County and Michael Bobbink for hearing examiner services

This item was considered separately. See below under the Consent Agenda.

9. [AB2022-464](#) 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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

10. [AB2022-466](#) 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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

11. [AB2022-470](#) 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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

12. [AB2022-472](#) 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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

14. [AB2022-476](#) 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)

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

15. [AB2022-477](#) Request approval for the County Executive to 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 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)

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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)

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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)

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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)

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

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

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 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

8. **AB2022-463** Request authorization for the County Executive to enter into a contract between Whatcom County and Michael Bobbink for hearing examiner services

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be HELD IN COMMITTEE (to request that Council staff go back to Michael Bobbink and propose a six percent increase in the first year and six percent in the second year). The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Abstain: 1 - Galloway

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

2. [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)

Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution (FCZDBS) be APPROVED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2022-039

1. [AB2022-435](#) Ordinance amending the 2022 Whatcom County Budget, request no. 12, in the amount of \$4,068,703

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 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-059

(From Council Committee of the Whole)

3. [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 reported for the Committee of the Whole.

Frazey moved and Donovan seconded that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-060

CONFIRMATION OF EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

Donovan moved and Byrd seconded that the Executive Appointment be CONFIRMED.

Elenbaas asked if any of the applicants were in attendance and whether they would like to address the Council but no one came forward.

Donovan's motion that the Executive Appointment be CONFIRMED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

ITEMS ADDED BY REVISION

Agenda Revision Summary: AB2022-379 (Introduction item number four) was withdrawn from Introduction.

INTRODUCTION ITEMS

Donovan moved to introduce items one through three and five through seven. The motion was seconded by Byrd.

Councilmembers discussed with Dana Brown-Davis, Clerk of the Council, the changes made in the substitute version of item number five (AB2022-489).

Councilmembers voted on the Introduction items (see votes on individual items below).

1. [AB2022-454](#) Ordinance amending Whatcom County Code to restructure the Public Health Advisory Board

**Donovan moved and Byrd seconded that the Ordinance be INTRODUCED.
The motion carried by the following vote:**

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

2. [AB2022-485](#) Ordinance amending the Whatcom County Budget, request no. 13, in the amount of \$2,081,283

**Donovan moved and Byrd seconded that the Ordinance be INTRODUCED.
The motion carried by the following vote:**

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

3. [AB2022-487](#) Ordinance amending the project based budget for the Courthouse Building Envelope Fund, request no. 4

**Donovan moved and Byrd seconded that the Ordinance be INTRODUCED.
The motion carried by the following vote:**

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

4. [AB2022-379](#) 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

This agenda item was WITHDRAWN.

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

**Donovan moved and Byrd seconded that the SUBSTITUTE Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING.
The motion carried by the following vote:**

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

6. [AB2022-469](#) Appointment to fill a vacancy on the Climate Impact Advisory Committee, applicant(s): Fletcher Wilkinson, Tracy Petroske, and Irena Lambrou

Donovan moved and Byrd seconded that the Council Appointment Requiring Introduction be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

7. [AB2022-493](#) Resolution approving the Whatcom County Six-year Transportation Improvement Program for the years 2023-2028

Donovan moved and Byrd seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports.

Buchanan reported for the Committee of the Whole Executive Session

(regarding AB2022-473) and ***moved*** the following:

I hereby move to approve defense and indemnification of Breanna Brock, RN, BSN, named as defendants in Jerome Lenorda Powell, II, v. Whatcom County Jail, Breanna Brock, RN, BSN, and the City of Bellingham, United States District Court for Western District of Washington in Tacoma, Cause No. 2:22-cv-00728-JLRTLf.

Based on the following findings:

- A. Breanna Brock was acting in a matter in which the county had an interest;
- B. Breanna Brock was acting in the discharge of a duty imposed or authorized by law;
- C. Breanna Brock acted in good faith.

The motion was seconded by Kershner.

The motion carried by the following vote:

Aye: 7 - Elenbaas, Frazey, Galloway, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Kershner reported for Committee of the Whole Executive Session and ***moved*** to authorize the County Executive, acting on behalf of the Whatcom County Flood Control Zone District, to move forward with and complete the acquisition of the property as long as the purchase price of the property does not exceed the amount discussed in Executive Session.

The motion was seconded by Buchanan.

The motion carried by the following vote:

Aye: 7 - Frazey, Galloway, Kershner, Buchanan, Byrd, Donovan, and Elenbaas

Nay: 0

Councilmembers continued committee reports.

Kershner reported for Public Works and Health Committee and ***moved*** to accept the final report and forward it to the Executive's Office and the Sheriff's Office for consideration.

The motion carried by the following vote:

Aye: 7 - Galloway, Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Nay: 0

Councilmembers continued committee reports and gave other updates.

Three motions were approved.

ADJOURN



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: | Substitute Introduced for Public Hearing |
| 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: | 09/27/2022 | 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: |
|------------|--------------|---|----------|
| 09/13/2022 | Council | SUBSTITUTE INTRODUCED FOR PUBLIC HEARING | Council |

Attachments: Staff Report, Draft Ordinance, Substitute 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 threshold¹. 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 are 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

APPROVED as to form:

Civil Deputy Prosecutor

Todd Donovan, Council Chair

() Approved () Denied

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 eCounty 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) ~~2012 The current Washington State Department of Ecology Stormwater Management Manual for Western Washington~~, 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.

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.

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.

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 ~~outright~~ permitted uses or ~~approved~~ 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, ~~and 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 other~~ 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 ~~Operation of 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 Utilization~~ 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.
- .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.

~~.301~~ Open space requirements shall be as follows:

- (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 ~~impervious-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.

20.51.320 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 ~~e~~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 which protects at least the minimum required cluster reserve area specified in the underlying zone district;~~
- or
- (iii) ~~Otherwise preserved through an appropriate County-approved permanent protective mechanism that provides the same level of permanent protection as subsection (2)(b)(i) of this section as determined by the county zoning administrator or hearing examiner, which applies to at least the minimum required cluster reserve area specified in the underlying zone district.~~
- (c) The boundaries of the open space ~~portion of the~~ reserve area may be altered ~~only~~ if the ~~e~~County finds that in dedicating adjacent reserve areas it would further the objectives listed in WCC 20.51.310 ~~by altering the reserve area and 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 ~~impervious-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

Commented [CES2]: Consistency. This language is in the WRPOD; just copying it here to make them consistent.

Commented [CES3]: Extraneous. This is already stated in (a)

Commented [CES4]: Extraneous. This is already stated in (a)

consistency and compliance with the ~~official WCC Titles 20 Whatcom County (Zoning) and 21 (Land Division Regulations) Ordinance, the Whatcom County Subdivision Ordinance, and the~~ Whatcom County Comprehensive Plan.

20.51.340 Building Setback/Buffer Areas.

- (1) ~~.341~~ —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.
- (2) ~~.342~~ —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% ~~percent~~ 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 ~~eCounty~~ ~~a~~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% ~~percent~~ reduction may be approved if an establishment is located within 1,000 feet of any regularly scheduled bus stop.
- (3) The ~~zoning administrator~~Director determines that a reduced requirement will reduce overall ~~impervious 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 ~~impervious hard~~ surfaces and stormwater runoff. Innovative street sections, ~~which 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 ~~P~~Public ~~W~~orks ~~D~~epartment. Unless specifically required, roads shall not be wider than the minimum applicable standard. A rural road standard may be approved ~~by the Whatcom County public works department~~ 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 exposed soils and disturbance exceeding 500 square feet shall ~~not be permitted~~ prohibited from October 1st through May 31st; provided, that ~~(a) the zoning administrator~~ Director may approve an exemption to this requirement for the following activities:
 - ~~(b)(a)~~ (a) Routine maintenance and repair of erosion and sediment control measures;
 - ~~(c)(b)~~ (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;
 - ~~(d)(c)~~ (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 ~~zoning administrator~~ Director prior to the activity. When prior notice is not feasible, notification of the action shall be submitted to the ~~zoning administrator~~ 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;
 - ~~(e)(d)~~ (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 ~~T~~ Title; or
 - ~~(f)(e)~~ (e) The proposed activity consists of non-conversion forest practices regulated by the Department of Natural Resources, other than Class IV General forest practices on platted land, and other than those with an approved COHP regulated under Chapter 76.09 RCW.

Commented [CESS]: To be consistent with amendments to Forest Practices rules amended by Ord. 2022-035

- (3) To ensure compliance with subsection (2) of this section, ~~Whatcom County planning and development services~~ the Director shall not issue development permits requiring more than 500 square feet of land disturbance located within the Lake Whatcom watershed ~~within two weeks prior to the watershed seasonal closure on October 1st~~ from September 15th through May 31st.
- (4) Soil disturbance associated with an exempt clearing activity shall be minimized to the maximum extent practicable. The ~~zoning administrator~~ Director shall have the authority to condition an exempt activity to ensure that temporary erosion and sediment control measures will be implemented.
- (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 ~~technical administrator~~ 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 ~~technical administrator~~ 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 ~~technical administrator~~ 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 ~~technical administrator~~ 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, ~~which does not necessarily exempt them from though~~ other stormwater related ~~titles 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, see WCC 20.51.040(6) and (7) and 20.80.630(3) within the Lake Whatcom Watershed Overlay District:
 - (a) Installations ~~of, and/or repairs to, and/or replacements of,~~ any of the following facilities:
 - ~~(i) Below grade;~~
 - ~~(ii) Pipe,~~
 - ~~(iii) Conduit,~~
 - ~~(iv) Ductwork, or~~
 - ~~(v) C~~ (i) Cabling and wiring (direct burial or conduit encased);
 - ~~(vi) Above grade;~~
 - ~~(vii) Utility or light poles, or~~

Commented [MK6]: Clarification. We want to be able to require people to get permits when these thresholds are exceeded. Currently these numbers are under the thresholds for most permits (i.e. LDP).

- ~~(viii)(ii)~~ ~~C~~ommunication and/or data transmission systems pedestals;
- ~~(ix)(iii)~~ Below ~~grade~~, at ~~grade~~, and/or above grade appurtenances to any of the above respective facilities.
- ~~(b)~~ Roof replacements and/or conversions at the same, or less, surface area. Conversions to metal roofs require coatings with inert non-leachable materials.
- ~~(c)~~ Deck, porch, and/or other raised surface area replacements at the same, or less, surface area.
- ~~(d)(b)~~ Land disturbing activities (per Chapter 20.97 WCC definition) of less than 5,000 square feet in total area, excluding any ~~impervious-hard~~ surface area work within the land area disturbed.
- ~~(e)(c)~~ Projects, work, or activities that will create less than:
- (i) ~~Two hundred one (201) five hundred one~~ square feet of previously nonexistent ~~impervious hard surface area and/or replaced hard surface area and/or permeable pavement area~~ (per Chapter 20.97 WCC definitions); ~~and/or~~
- ~~(ii) One thousand five hundred one square feet of replaced impervious surface area and/or replaced permeable pavement area (per Chapter 20.97 WCC definitions).~~
- ~~(f)~~ Maintenance (e.g., debris, moss, and/or mildew removal) of existing impervious surface areas and/or permeable pavement areas. Pre-existing nonconforming impervious surfaces may be routinely maintained/repared.
- ~~(g)(d)~~ If a legal nonconforming structure is ~~unintentionally~~ destroyed (e.g., from fire, wind, falling trees or limbs, flooding), the nonconforming ~~use structure~~ may be reconstructed using the ~~pre-existing~~ footprint. Damage repairs (e.g., from fire, wind, falling trees or limbs, flooding) to existing ~~impervious-hard~~ surface areas and/or permeable pavement areas within their same respective existing footprints ~~are allowed~~. Expansion of nonconforming ~~impervious-hard~~ surfaces shall be subject to this chapter.
- ~~(h)(e)~~ For a single-family dwelling that meets all of the following:
- (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, ~~or unless a standard land use vesting determination concludes otherwise,~~ 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

Commented [MK7]: Unnecessary.

Commented [MK8]: Extraneous. Already captured under replaced hard surfaces.

Commented [CES9]: POLICY ISSUE #1 (in staff report): Re Sources suggests that we lower the exemption threshold for hard surface creation from 501 sf to 120 sf. If Council does reduce this, staff suggests it be 201 sf, as the County's building permit exemption is 200 sf.

Commented [MK10]: Unnecessary. Of course people can remove mildew and moss without a permit. If the surface is removed (i.e. replaced) then it would be considered in a stormwater design, which is already required under (c).

Commented [CES11]: Clarification. We have had people argue that demolishing an old house means the structure was "destroyed." This language would avoid that.

Commented [CES112]: POLICY ISSUE #3 (in staff report): 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 Permanent Stormwater Management Systems regulations, since that's exactly what they're doing.

Commented [CES13]: Unnecessary. This goes without saying; all projects are vested to the code version applicable upon submittal of a complete application.

- (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 ~~2012 current~~ Stormwater Management Manual ~~for Western Washington~~, 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) ~~Full Infiltration and Downspout Full Infiltration~~. See the ~~2012 current~~ Stormwater Management Manual ~~for Western Washington~~ BMP T5.10A, ~~Volume III, Section 3.1.1 and Volume III, Chapter III, Section 3.3.9(A)~~. Use of these BMPs may require an engineered design ~~(per Chapter 20.97 WCC definition)~~.
 - (ii) Full Dispersion. See ~~the~~ current Stormwater Management Manual ~~for Western Washington~~, ~~Volume V, Chapter 5~~, BMP T5.30. This BMP ~~may might, but does not necessarily~~, require an engineered design. ~~See the 2012 Stormwater Management Manual for Western Washington, Volume V, Chapter 5, pages 5-30 through 5-38, for further design requirements and infeasibility criteria. 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 by the design engineer, will satisfy the ~~current 2012~~ Stormwater Management Manual ~~for Western Washington~~ Minimum Requirements ~~numbers 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 lb₂ 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 ~~structures or impervious material~~ 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 ~~e~~County ~~a~~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 ~~e~~County ~~f~~Fire ~~m~~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
 - (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%~~-percent~~ 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, ~~or any tree(s) in the public right-of-way,~~ 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 ~~within-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% ~~percent~~ of the foliage.
- (2) ~~The~~ removal of trees located within the shoreline jurisdiction or within ~~a~~ critical areas ~~s~~ or ~~their~~ ~~a~~ critical area buffers ~~may be~~ subject to additional regulations pursuant to WCC Title 23 (Shoreline Management Program) ~~or 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 ~~e~~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 ~~a~~ Activity Allowed with a Notification of activity (WCC 16.16.235).
 - (iii) The permit application to remove trees in ~~other~~ areas ~~outside of subsection (4)(a)(i) or (ii) of this section~~ is a tree removal permit.
 - (b) The ~~county~~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 ~~d~~Director is appealable pursuant to WCC 22.05.160 (Appeals).
- (5) **Tree Removal Allowances.** With ~~a~~ an the appropriate permit, any property owner may remove up to ~~3520% percent or 5,000 square feet, but not to exceed 14,000 square feet whichever is greater,~~ and as measured cumulatively from January 1, 2017, of the existing canopy area, as defined by the dripline of on-site 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) were~~ are not required to be retained or planted as a condition of previous development activity.

Commented [CES14]: POLICY ISSUE #5 (in staff report): Unnecessary. Staff is proposing to delete references to trees in rights-of-way throughout as they were intended to protect street trees, which don't exist in rural areas (unlike cities).

Commented [CS15]: POLICY ISSUE #2 (in staff report)

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 ~~significant 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. ~~Failure to replace damaged or removed significant trees and~~ shall be subject to ~~a fines pursuant to as determined under~~ 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 may be required;

~~(f)~~ (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.

20.51.440 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, ~~and as necessary to remedy an immediate threat to person or property, pursuant to the requirements of this subsection 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 ~~e~~County.

Commented [CES16]: Added for P/C discussion. If they agree, need to add to 20.71.354 as well.

- (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% ~~percent~~ 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~~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 ~~35-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 areas, as defined by the dripline of the significant tree(s) on their property~~, for the purposes of a building site, driveways, parking areas, and areas to be landscaped. Existing tree canopy areas shall be prioritized for retention as provided in subsection (5) of this section.~~ 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.
 - (b) Existing or planted tree canopy ~~may include street trees and~~ 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

| <u>Lot Size (acres)</u> | <u>Canopy Removal Allowance (percentage of existing canopy)</u> |
|--------------------------|---|
| <u>Less than 1</u> | <u>35%</u> |
| <u>1 to less than 3</u> | <u>30%</u> |
| <u>3 to less than 10</u> | <u>20%</u> |
| <u>10 or greater</u> | <u>15%</u> |

- (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 |
| <ul style="list-style-type: none"> Measure average canopy radius (r) for each tree to be retained Calculate existing canopy area using the formula: $\text{Canopy Area (CA)} = \pi r^2$ Total the sum of tree canopy areas and divide by gross site area to obtain canopy coverage percentage | <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> For each proposed species: Calculate radius (r) of canopy at 20 years maturity Calculate canopy coverage using the formula: $\text{CA} = \pi r^2$ 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 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:~~
- ~~(a) Individual significant trees retained on site shall be counted at 125 percent of their actual canopy area.~~
- ~~(b) For clusters or stands of five or more trees, each tree shall be counted at 150 percent of its actual canopy area.~~
- ~~(c) For clusters or stands of five or more significant trees, each tree shall be counted at 200 percent of its actual canopy area.~~
- ~~(d) 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.~~
- (6) ~~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:~~
- ~~(a) Sites must be planted or replanted with a minimum of 50 percent evergreen species, except:~~

Commented [MK17]: POLICY ISSUE #5 (in staff report): Unnecessary. This section is never used and could lead to confusion regarding consistency between permits and longer permit review times.

Commented [CES18]: POLICY ISSUE #5 (in staff report): Unnecessary. Subsection 3 already says you have 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.

- ~~(i) 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~~
- ~~(ii) Sites obtaining tree canopy requirements solely through street trees are exempt from the requirement to include evergreen species in the planting mix;~~
- ~~(b) 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;~~
- ~~(c) Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;~~
- ~~(d) When preparing the landscaping plan, applicants are encouraged to meet the requirements of subsection (3) of this section by conserving existing tree canopy, including significant trees and other vegetation located on the site, and by placing new plantings in protected areas, such as street trees, buffer landscaping, open spaces, and critical areas and their buffers at healthy spacing densities before placing trees within individual lots or yards; and~~
- ~~(e) Replacement trees shall be located in such a manner to minimize damage to trees or structures on the project site and on properties adjoining the project site.~~
- ~~(7)(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. and 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."~~
- ~~(8) **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:~~
 - ~~(a) The applicant demonstrates in writing that they have made a good faith effort to comply with the tree canopy requirements within the physical constraints of the site by:~~
 - ~~(i) Retaining as much of the tree canopy as possible on site consistent with best management practices for maintaining the health of trees; or~~
 - ~~(ii) Replanting as much of the tree canopy as possible on site consistent with best management practices for maintaining the health of trees;~~
 - ~~(b) The applicant proposes to plant additional understory vegetation or ground cover area, excluding lawn cover, invasive species or noxious weeds, to fulfill the remaining canopy requirement in Table 20.51.440(4) not met by retention or replanting of tree canopy; and~~
 - ~~(c) When critical areas and their buffers exist on site and those buffers are not highly functioning, the applicant proposes to enhance the buffers by removing invasive species and noxious weeds and/or planting vegetation indigenous to the Pacific Northwest, spaced for maximum survivability.~~
- ~~(9) **Street Trees.** The county engineer may modify required frontage improvements to retain significant trees as street trees.~~
- ~~(10)(6) **Retained 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~~

Commented [MK19]: POLICY ISSUE #5 (in staff report): Unnecessary. This section is never used. It appears as though it is directed more at large scale development, such as subdivisions or PUDs, which we don't have in LW.

Commented [MK20]: POLICY ISSUE #5 (in staff report): Unnecessary. There are no street trees in the LWWOD.

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. ~~Failure to replace damaged or removed significant trees~~ and shall be subject to ~~a fine pursuant to as determined under~~ 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 may 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.

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 ~~e~~County policies or regulations, then the most restrictive shall apply; provided, that the minimum setback provisions established in WCC 20.71.401 shall prevail.

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 ~~outright~~ permitted ~~uses or~~ ~~approved~~ 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, ~~and 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 ~~other~~ 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 ~~Operation of 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.
- .209 ~~Utilization 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 ~~impervious Hard S~~urfaces.

.301 Open space requirements shall be as follows:

- (1) ~~For uses in the TC and NC Zones,~~ at least 25% ~~percent~~ of the parcel shall be reserved as open space.
- (2) ~~For uses in the RC Zone, at least 40 percent of the parcel shall be reserved as open space.~~
- (3)(2) Open space areas shall be maintained in natural vegetation or landscaped per WCC 20.80.325.
- (4)(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 ~~Impervious Hard~~ surface ~~requirements limitations~~ shall be as follows:

- (1) For uses in the UR, URM and RR Zone Districts, at least 80% ~~percent~~ of the lot or parcel shall be kept free of ~~structures and impervious hard~~ surfaces.
- (2) For uses in the R Zone District, at least 90% ~~percent~~ of the lot or parcel shall be kept free of ~~structures and impervious hard~~ surfaces.
- (3) Where subsection (1) or (2) of this section does not allow 2,500 square feet of total ~~impervious 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 ~~impervious 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 ~~impervious hard~~ surface shall be allowed.

Commented [CES21]: This zone no longer exists in the Water Resource Protection Overlay District

Commented [CES22]: This zone no longer exists in the Water Resource Protection Overlay District

- (5) Preexisting nonconforming ~~impervious-hard~~ surfaces may be routinely maintained/repared or redeveloped; provided, that if ~~50%-percent~~ or greater of the preexisting nonconforming ~~impervious-hard surface~~ area is to be redeveloped, then the applicable ~~impervious-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 impervious~~ 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 the overall number of mobile homes in the park or any increase in other ~~hard impervious~~ 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 impervious/pervious~~ surface calculations.
- (8) Any portion of a roof overhang or other overhanging architectural feature ~~which-that~~ projects further than three feet from the footprint of a structure shall be calculated as ~~hard impervious~~ 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 impervious~~ 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 ~~Lake Samish and Lake Padden~~ 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 ~~five-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 ~~one-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 ~~e~~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.

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:
 - ~~(b)~~(h) The minimum open space reserve area shall be determined by the minimum cluster subdivision reserve area requirements of the underlying zone district.
 - ~~(c)~~(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 ~~which protects at least the minimum required cluster reserve area specified in the underlying zone district;~~
 - (iii) ~~Otherwise preserved through an appropriate County-approved permanent protective mechanism that provides the same level of permanent protection as subsection (2)(b)(i) of this section as determined by the county zoning administrator or hearing examiner which applies to at least the minimum required cluster reserve area specified in the underlying zone district.~~
 - ~~(d)~~(j) The boundaries of the open space ~~portion of the~~ reserve area may be altered ~~only~~ if the ~~e~~County finds that in dedicating adjacent reserve areas it would further the objectives listed in WCC 20.71.350 ~~by altering the reserve area and 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.
 - ~~(e)~~(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.
 - ~~(f)~~(l) The remaining unused development density and/or ~~hard impervious~~ 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.
 - ~~(g)~~(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

Commented [CES23]: Extraneous. This is already stated in (a)

Commented [CES24]: Extraneous. This is already stated in (a)

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 (the official Whatcom County Zoning Ordinance), 21 (Land Division Regulations) the Whatcom County Subdivision Ordinance~~, and the Whatcom County Comprehensive Plan.

~~(h)(n)~~ For cluster subdivisions approved after December 7, 1999, that portion of the reserve tract ~~which is~~ 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 ~~Lake Padden and Lake Samish watersheds~~ Water Resource Protection Overlay District, ~~or any tree(s) in the public right-of-way~~, 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 within~~ 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%-percent~~ of the foliage.
- (2) ~~The~~ removal of trees located within the shoreline jurisdiction or within ~~a critical areas~~ or ~~a critical area~~ their buffers may be subject to additional regulations pursuant to WCC Title 23 (Shoreline Management Program) ~~or 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 ~~e~~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 a notification of a ~~Activity~~ Allowed with Notification (WCC 16.16.235).
 - (iii) The permit application to remove trees in other areas ~~outside of subsection (4)(a)(i) or (ii) of this section~~ is a tree removal permit.
 - (b) The ~~county~~ 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.

Commented [CES25]: POLICY ISSUE #5 (in staff report): Unnecessary. Staff is proposing to delete references to trees in rights-of-way throughout.

- (c) The removal shall be completed within one year from the date of permit approval.
- (d) The decision of the ~~4D~~ Director is appealable pursuant to WCC 22.05.160.
- (5) **Tree Removal Allowances.** With the appropriate permit, any property owner may remove up to ~~3520% percent or 5,000 square feet, whichever is greater~~ 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 on-site 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) ~~were 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 ~~significant 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 ratio of three trees for each one damaged or removed. ~~Failure to replace damaged or removed significant trees and~~ shall be subject to ~~a fines pursuant to as determined under~~ 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 may 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.

Commented [CS26]: POLICY ISSUE #2 (in staff report)

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, ~~and as necessary to remedy an immediate threat to person or property, pursuant to the requirements of this subsection, 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 ~~e~~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% ~~percent~~ 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 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 ~~35% a certain~~ percent ~~age (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 areas, as defined by the dripline of the ~~significant~~ tree(s) ~~on their property. ~~for the purposes of a building site, driveways, parking areas, and areas to be landscaped. Existing tree canopy areas shall be prioritized for retention as provided in subsection (5) of this section.~~~~ 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 include street trees and~~ 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

| <u>Lot Size (acres)</u> | <u>Canopy Removal Allowance (percentage of existing canopy)</u> |
|--------------------------|---|
| <u>Less than 1</u> | <u>35%</u> |
| <u>1 to less than 3</u> | <u>30%</u> |
| <u>3 to less than 10</u> | <u>20%</u> |
| <u>10 or greater</u> | <u>15%</u> |

- (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 |
| <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • 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 | <p>For each proposed species:</p> <ul style="list-style-type: none"> • 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 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:~~
 - ~~(a) Individual significant trees retained on site shall be counted at 125 percent of their actual canopy area.~~
 - ~~(b) For clusters or stands of five or more trees, each tree shall be counted at 150 percent of its actual canopy area.~~
 - ~~(c) For clusters or stands of five or more significant trees, each tree shall be counted at 200 percent of its actual canopy area.~~

Commented [CES27]: POLICY ISSUE #5 (in staff report): Unnecessary. This section is never used. This could lead to confusion regarding consistency between permits and longer permit review times. Staff proposes to remove it.

- (d) 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.
- (6) **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:
- (a) Sites must be planted or replanted with a minimum of 50 percent evergreen species, except:
 - (i) 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
 - (ii) Sites obtaining tree canopy requirements solely through street trees are exempt from the requirement to include evergreen species in the planting mix;
 - (b) 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.
 - (c) Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;
 - (d) When preparing the landscaping plan, applicants are encouraged to meet the requirements of subsection (3) of this section by conserving existing tree canopy, including significant trees and other vegetation located on the site, and by placing new plantings in protected areas, such as street trees, buffer landscaping, open spaces, and critical areas and their buffers at healthy spacing densities before placing trees within individual lots or yards; and
 - (e) Replacement trees shall be located in such a manner to minimize damage to trees or structures on the project site and on properties adjoining the project site.
- (7)(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 ~~and~~ 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."
- (8) **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:
- (a) The applicant demonstrates in writing that they have made a good faith effort to comply with the tree canopy requirements within the physical constraints of the site by:
 - (i) Retaining as much of the tree canopy as possible on site consistent with best management practices for maintaining the health of trees; or
 - (ii) Replanting as much of the tree canopy as possible on site consistent with best management practices for maintaining the health of trees;
 - (b) The applicant proposes to plant additional understory vegetation or ground cover area, excluding lawn cover, invasive species or noxious weeds, to fulfill the remaining canopy requirement in Table 20.71.356(4) not met by retention or replanting of tree canopy; and

Commented [CES28]: POLICY ISSUE #5 (in staff report):
Unnecessary. Subsection 3 already says you have 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.

Commented [CES29]: POLICY ISSUE #5 (in staff report):
Unnecessary. This section is never used. It appears as though it is directed more at large scale development, such as subdivisions or PUD's, which we don't have in LW.

~~(c) When critical areas and their buffers exist on-site and those buffers are not highly functioning, the applicant proposes to enhance the buffers by removing invasive species and noxious weeds and/or planting vegetation indigenous to the Pacific Northwest, spaced for maximum survivability.~~

~~(9) **Street Trees.** The county engineer may modify required frontage improvements to retain significant trees as street trees.~~

Commented [CES30]: POLICY ISSUE #5 (in staff report): Unnecessary. There are no street trees in the WRPOD.

~~(10)(6)~~ **Retained 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. ~~Failure to replace damaged or removed significant trees and shall be subject to a fine pursuant to as determined under 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 may 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 section, and that such trees will be planted in sufficient quantities to meet the intent of this section.~~

20.71.360 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%-percent 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.

20.71.602 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 eCounty aAuditor 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%-percent reduction may be approved if an establishment is located within 1,000 feet of any regularly scheduled bus stop.
- (3) The zoning-administratorDirector determines that a reduced requirement will reduce overall hardimpervious surfaces while maintaining consistency with this title.

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 eCounty Americans with Disabilities Act (ADA) coordinator for compliance with other applicable regulations and development standards. Surfaces shall be considered hardimpervious 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 ~~utilizing~~ 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~~ impervious surfaces and stormwater runoff. Innovative street sections, ~~which 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 ~~p~~Public ~~w~~Works ~~d~~Department. Unless specifically required, roads shall not be wider than the minimum applicable standard. A rural road standard may be approved ~~by the Whatcom County public works department~~ 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 ~~2012-current Washington State Department of Ecology Stormwater Management Manual for Western Washington (Stormwater Manual), as amended;~~
 - (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 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 ~~2012 Washington State Department of Ecology~~current Stormwater ~~Management Manual for Western Washington, as amended~~. 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 ~~2012 Washington State Department of Ecology~~current Stormwater ~~Management Manual for Western Washington, as amended~~) 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 ~~2012 Washington State Department of Ecology~~current Stormwater ~~Management Manual for Western Washington, as amended~~ (~~Stormwater Manual~~), experimental BMPs may be considered. However, experimental BMPs must be approved by the County ~~technical administrator~~ prior to implementation.

...

- (2) Erosion and Sediment Control.

- (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 cCounty receives a complete application for the project, work, or activity.

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.

20.97.419 Significant tree.

See WCC 20.97.436.4, Tree, significant. Any evergreen tree 12 inches or greater in diameter at breast height (DBH) or deciduous tree eight 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.

20.97.436.4 Tree, significant.

Any evergreen tree, 12 inches or greater in diameter at breast height (DBH) or deciduous tree, five 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.

Commented [CS33]: Moving definition to “significant tree.”



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: | Introduced for Public Hearing |
| 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: | 09/27/2022 | | | 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: |
|------------|--------------|-------------------------------|----------|
| 09/13/2022 | Council | INTRODUCED FOR PUBLIC HEARING | Council |

Attachments: Staff Memo, Proposed Resolution with Exhibits, Attachment A, Attachment B, Attachments C1-C3, Attachment D, Attachment E, Project Narratives



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

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| FUNG. 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) | PROJECT COSTS IN THOUSANDS OF DOLLARS | | | | | | | | | | EXPENDITURE SCHEDULE | | | | | | | | | | | | | | | | | | | | | | | | FEDERALLY FUNDED PROJECTS ONLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | | STATUS | TOTAL LENGTH (mi.) | UTILITY CODES | FUNDING SOURCE INFORMATION | | | | | | 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 | RW REQ? Y/N DATE COMPLETE MONTH / YEAR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 07 | R15 | Point Roberts Transportation Improvements Project locations to be determined in 2021 | 06 32 | S | 0.25 | P T W C | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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</ |

| FUNG. 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) | PROJECT COSTS IN THOUSANDS OF DOLLARS | | | | | | | | | | EXPENDITURE SCHEDULE | | | | | | | | | | | | | | | | | | | | | | | | FEDERALLY FUNDED PROJECTS ONLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | | STATUS | TOTAL LENGTH (mi.) | UTILITY CODES | PROJECT PHASE | FUNDING SOURCE INFORMATION | | | | | 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 | RW REQ? Y/N DATE COMPLETE MONTH / YEAR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | MONTH / YEAR PHASE STARTS | FEDERAL FUNDS | | STATE FUNDS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | FEDERAL FUND CODE | FEDERAL COST BY PHASE | STATE FUND CODE | STATE FUNDS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 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 | | | | | 5 | 5 | | | | | 5 | | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| 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) | PROJECT COSTS IN THOUSANDS OF DOLLARS | | | | | | | | | | | EXPENDITURE SCHEDULE | | | | | | | | | | | | | | | | | | | | | | | | FEDERALLY FUNDED PROJECTS ONLY | |
|-------------|-----------------|---|---------------------|---------------------------------------|--------------------|-----------------------|----------------------------|----------------------------|-------------------|-----------------------|-----------------|-------------|----------------|-------------|----------------------|-------------|-------|-------|-------------|-------|-------|-------------|-------|-------|--------------------|-------------|-------|-------|-------------|-------|-------|-------------|-----------------|-----------------------|-----------------------|-------------------------|---|--|--------------------------------|--|
| | | | | STATUS | TOTAL LENGTH (mi.) | UTILITY CODES | PROJECT PHASE | FUNDING SOURCE INFORMATION | | | | | 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 | RW REQ? Y/N DATE COMPLETE MONTH / YEAR | | | |
| | | | | | | | | MONTH / YEAR PHASE STARTS | FEDERAL FUND CODE | FEDERAL COST BY PHASE | STATE FUND CODE | STATE FUNDS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | R38 | Birch Bay Drive / Lora Lane Culvert Replc 20010 from MP2.68 to MP 2.69 Replace large culvert under BB Dr @ Lora Ln | 03 06 07 | P | 0.01 | C P T | PE/CE RW CN Total | 1/2023 | | | 0 | 0 | 0 | 30 | 30 | 30 | 0 | 0 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 0 | 30 | | Yes | | | | |
| 07 | R39 | Birch Bay Lynden Rd / Kickerville Rd 21580 from MP 1.89 to MP 2.09 21850 from MP 5.43 to MP 5.63 Intersection Improvements | 06 07 12 | P | 0.40 | C P T | PE/CE RW CN Total | 1/2023 1/2025 6/2026 | | | 0 | 0 | 0 | 260 | 260 | 5 | 0 | 5 | 5 | 0 | 5 | 100 | 0 | 100 | 150 | 150 | 0 | 150 | 0 | 0 | 0 | 260 | 0 | 260 | CE | Yes | | | | |
| | | | | | | | | | HSIP | | 940 | 0 | 0 | 60 | 1,000 | 5 | 0 | 5 | 0 | 5 | 165 | 0 | 165 | 1,000 | 1,000 | 940 | 60 | 0 | 0 | 1,325 | 940 | 60 | 385 | | | | | | | |
| 07 | R40 | Corridor Intersection Alts Analysis (6 ea) BBL/Berthusen; BBL/Enterprise; BBL/Harborview; BB Dr/Harborview; Bay/Kickville; Bay/Vview Intersection Analysis for Improvements | 06 12 | P | 0.40 | C P T | PE/CE RW CN Total | 1/2023 | | | 0 | 0 | 0 | 360 | 360 | 5 | 0 | 5 | 355 | 0 | 355 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 360 | 0 | 360 | | Yes | | | | | |
| 07 | R41 | Corridor Intersection Alts Analysis (3 ea) Hann/Hemmi; Hann/VanWyck; Noon/VanWyck Intersection Analysis for Improvements | 06 12 | P | 0.20 | C P T | PE/CE RW CN Total | 1/2023 | | | 0 | 0 | 0 | 185 | 185 | 5 | 0 | 5 | 180 | 0 | 180 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 185 | 0 | 185 | | Yes | | | | | | |
| 09 | R42 | Deer Trail Slide Damage Repair 25350 from MP .035 to MP .091 Repair 2021 slide damage | 03 06 | S | 0.06 | C P T | PE/CE RW CN Total | 1/2023 1/2023 | | | 0 | 0 | 0 | 30 | 30 | 30 | 0 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 0 | 30 | | Yes | | | | | | |
| 07 | R43 | Portal Way, BirchBayLynden Rd to Blaine C/L 30410 from MP 5.58 to MP 9.31 Reconstruction | 03 06 | P | 3.73 | T C P W S | PE/CE RW CN Total | 1/2023 | | | 0 | 0 | 0 | 15 | 15 | 5 | 0 | 5 | 10 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 0 | 15 | | Yes | | | | | | | |

Bridge and Fish Passage Capital Construction

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----|----|--|----------------|---|------|------------------|----------------------------|----------------------------|----|----------------------------|------------------|--------------------------|-----------------------------|-----------------------------|-----------------------------|-------------------------|----------------------------|----------------------------|-----------------------|-----------------------|------------------|------------------|------------------|------------------|--------------------|--------------------|------------------|------------------|------------------|------------------|------------------------|-----------------------------|----------------------------|----------------------------|---------------------------|-----|-----|
| 16 | B1 | Marine Drive/Little Squalicum Bridge No.1 12790 From MP 5.24 to 5.34 Rehabilitation | 10 | P | 0.10 | | PE/CE RW CN Total | 1/2026 | | 0 0 0 0 | 0 0 0 0 | 0 0 0 0 | 20 0 0 20 | 20 0 0 20 | 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 | 20 0 0 20 | 20 0 0 20 | 0 0 0 0 | 0 0 0 0 | 0 0 0 0 | 0 0 0 0 | 20 0 0 20 | CE | Yes | | | | |
| 07 | B2 | Birch Bay Lynden Rd / California Creek 21580 from MP 2.65 to MP 2.70 Culvert Replacement | 05 06 07 | S | 0.05 | P T C W | PE/CE RW CN Total | 1/2023 | ER | 476 0 0 476 | 0 0 0 0 | 0 0 0 0 | 74 40 0 114 | 550 40 0 590 | 400 20 0 420 | 346 20 0 346 | 54 20 0 74 | 150 20 0 170 | 130 20 0 130 | 20 0 0 40 | 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 | 550 40 0 590 | 476 0 0 476 | 74 40 0 114 | | | | |
| 18 | B3 | Jackson Road/Terrell Creek/Bridge No. 81 21950 From MP 0.00 to MP 0.10 Replacement | 09 | P | 0.10 | P T C W | PE/CE RW CN Total | 1/2022 1/2022 | BR | 130 0 0 130 | 0 0 0 0 | 0 0 0 0 | 470 100 0 570 | 600 100 0 700 | 350 50 0 400 | 65 50 0 65 | 285 50 0 335 | 250 50 0 300 | 65 50 0 65 | 185 50 0 235 | 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 | 600 100 0 700 | 130 0 0 130 | 470 100 0 570 | | No | | |
| 08 | B4 | Mosquito Lk Rd/Porter Crk/Bridge No. 141 84190 From MP 9.55 to MP 9.65 Replacement | 09 | P | 0.10 | T C P | PE/CE RW CN Total | 1/2026 | | 0 0 0 0 | 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 | 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 | 0 0 0 0 | 5 0 0 5 | 0 0 0 0 | 0 0 0 0 | 5 0 0 5 | 5 0 0 5 | | No | | | |
| 08 | B5 | North Lake Samish Road/Bridge No. 107 44170 From MP 0.01 to MP 0.11 Replacement | 09 | S | 0.10 | P C T G | PE/CE RW CN Total | 1/2022 1/2022 1/2023 | BR | 541 0 7,872 8,413 | 0 0 0 0 | 0 0 1,228 1,312 | 625 0 9,100 9,725 | 425 0 7,000 7,425 | 368 0 6,055 6,423 | 57 0 945 1,002 | 200 0 2,100 2,300 | 173 0 1,817 1,990 | 27 0 283 310 | 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 | 625 0 9,100 9,725 | 541 0 7,872 8,413 | 84 0 1,228 1,312 | CE | Yes |
| 08 | B6 | Goshen Road/Anderson Crk/Bridge No. 248 56140 From MP 0.56 to MP 0.76 Replacement | 09 | S | 0.10 | P T | PE/CE RW CN Total | 1/2022 1/2022 1/2024 | BR | 480 0 2,400 2,880 | 0 0 0 0 | 0 0 600 710 | 550 40 3,000 3,590 | 200 40 3,000 3,350 | 200 40 3,000 3,350 | 0 40 40 40 | 350 0 2,400 2,680 | 280 0 600 670 | 70 0 600 670 | 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 | 550 40 3,000 3,590 | 480 0 2,400 2,880 | 70 40 600 710 | CE | Yes | |
| 09 | B7 | Martin Rd/Anderson Crk/Bridge No. 250 56340 From MP 0.20 to 0.21 Replacement | 09 | P | 0.10 | | PE/CE RW CN Total | 1/2026 | | 0 0 0 0 | 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 | 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 | 0 0 0 0 | 5 0 0 5 | 0 0 0 0 | 0 0 0 0 | 5 0 0 5 | 5 0 0 5 | | No | | | |
| 07 | B8 | Loomis Trail Rd/Bertrand Crk Trib Brdg No. 497 26502 From MP 3.84 to 3.94 Scour Mitigation | 09 | P | 0.10 | | PE/CE RW CN Total | 1/2025 | | 0 0 0 0 | 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 | 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 | 0 0 0 0 | 5 0 0 5 | 0 0 0 0 | 0 0 0 0 | 5 0 0 5 | 5 0 0 5 | | No | | | |

| 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) | PROJECT COSTS IN THOUSANDS OF DOLLARS | | | | | | | | | | EXPENDITURE SCHEDULE | | | | | | | | | | | | | | | | | | | | | | | | FEDERALLY FUNDED PROJECTS ONLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | | STATUS | TOTAL LENGTH (mi.) | UTILITY CODES | PROJECT PHASE | FUNDING SOURCE INFORMATION | | | | | 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 | RW REQ? Y/N DATE COMPLETE MONTH / YEAR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | MONTH / YEAR PHASE STARTS | FEDERAL FUNDS | | STATE FUNDS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | FEDERAL FUND CODE | FEDERAL COST BY PHASE | STATE FUND CODE | STATE FUNDS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 09 | B9 | Flynn Road/Fishtrap Creek Bridge No. 51 31630 From MP 0.55 to 0.56 Replacement | 09 | P | 0.10 | | PE/CE RW CN Total | 1/2025 | | | | | 0 0 0 5 | 0 0 0 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Exhibit "A"
Six Year Transportation Improvement Program
2023-2028

| 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) | PROJECT COSTS IN THOUSANDS OF DOLLARS | | | | | | | | | | EXPENDITURE SCHEDULE | | | | | | | | | | | | | | | | | | | | | | FEDERALLY FUNDED PROJECTS ONLY | | | | |
|-------------|-----------------|---|---------------------|---------------------------------------|--------------------|----------------------------|---------------|------------------------------|-------------------|-----------------------|-----------------|-------------|----------------|----------------------|-------|-------------|--------|---------|-------------|--------|--------|-------------|--------|--------|--------------------|-------------|-------|--------|-------------|--------|-------|-------------|-----------------|-----------------------|-----------------------|--------------------------------|--|--------|--|--|
| | | | | STATUS | TOTAL LENGTH (mi.) | UTILITY CODES | PROJECT PHASE | FUNDING SOURCE INFORMATION | | | | | 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 | RW REQ? Y/N DATE COMPLETE MONTH / YEAR | | | |
| | | | | | | | | MONTH / YEAR PHASE STARTS | FEDERAL FUND CODE | FEDERAL COST BY PHASE | STATE FUND CODE | STATE FUNDS | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 00 | Y2 | Right of Way Acquisition Various locations | | S | | PE/CE RW CN Total | 1/2023 | | | | | | | 150 | 150 | 50 | | 50 | 20 | | 20 | 20 | | 20 | 60 | 20 | | 20 | 20 | | 20 | 20 | 150 | | 150 | | Yes | | | |
| 00 | Y3 | Unanticipated Site Improvements As prioritized | 06 07 12 | S | | PE/CE RW CN Total | 1/2023 | | | | | | | 180 | 180 | 30 | | 30 | 30 | | 30 | 30 | | 30 | 90 | 30 | | 30 | 30 | | 30 | 30 | 180 | | 180 | | | | | |
| 00 | Y4 | Unanticipated Stormwater Quality Improvements Various locations | 06 13 | S | | PE/CE RW CN Total | 1/2023 | | | | | | | 120 | 120 | 20 | | 20 | 20 | | 20 | 20 | | 20 | 60 | 20 | | 20 | 20 | | 20 | 20 | 120 | | 120 | | | | | |
| 00 | Y5 | Unanticipated Non-motorized Transportation Improv Various locations | 06 12 32 | P | | PE/CE RW CN Total | 1/2023 | | | | | | | 45 | 45 | 20 | | 20 | 5 | | 5 | 5 | | 5 | 15 | 5 | | 5 | 5 | | 5 | 5 | 45 | | 45 | | | | | |
| 00 | Y6 | Fish Passage Project Various locations | 06 13 | P | | PE/CE RW CN Total | 1/2023 | | | | | | | 300 | 300 | 50 | | 50 | 50 | | 50 | 50 | | 50 | 150 | 50 | | 50 | 50 | | 50 | 50 | 300 | | 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 | | | | | | | 60 | 60 | 10 | | 10 | 10 | | 10 | 10 | | 10 | 30 | 10 | | 10 | 10 | | 10 | 10 | 60 | | 60 | | | | | |
| 00 | Y8 | Railroad Crossing Improvements Various locations | 12 07 | P | | PE/CE RW CN Total | 1/2023 | | | | | | | 70 | 70 | 50 | | 50 | 5 | | 5 | 5 | | 5 | 10 | 5 | | 5 | 5 | | 5 | 5 | 70 | | 70 | | | | | |
| 00 | Y9 | Beam Guardrail Replacements/Upgrades Various locations Upgrades/Replacements | | P | | PE/CE RW CN Total | 1/2023 | | | | | | | 300 | 300 | 50 | | 50 | 50 | | 50 | 50 | | 50 | 150 | 50 | | 50 | 50 | | 50 | 50 | 300 | | 300 | | | | | |
| 00 | Y10 | ADA Barrier Removal ADA Transition Plan Priorities Multiple locations | 06 12 32 | P | | PE/CE RW CN Total | 1/2023 | | | | | | | 300 | 300 | 50 | | 50 | 50 | | 50 | 50 | | 50 | 150 | 50 | | 50 | 50 | | 50 | 50 | 300 | | 300 | | | | | |
| | | | | | | | | | | PE/CE | | | 4,305 | | 438 | | 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 | | 320 | 275 | 14,018 | 4,743 | 9,275 | | |
| | | | | | | | | | | RW | | | | | | | 1,845 | 1,845 | 980 | | 980 | 250 | | 250 | 555 | | 555 | 60 | 20 | | 20 | 20 | | 20 | 20 | 1,845 | | 1,845 | | |
| | | | | | | | | | | CN | | | 55,159 | | 3,227 | | 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 | | 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 | | <i>M/V Whatcom Chief</i> | | | | |
| 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. | | | | | | | |

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 | 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 | 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 | 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 | 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 |

Road Fund

FUND BALANCE

Cash Flow Projections (\$ in millions)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|------------|-----------------|---------------------|---------|----------------|----------------|--------------|------------|---------------------|-------------------------|------------------------|
| Year | General Revenue | Non-Capital Expense | Net | Const. Revenue | Const. Expense | Const. Lapse | Net | Ending Fund Balance | Designated Fund Balance | Available Fund 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

REVENUES

Cash Flow Projections (\$ in millions)

| 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 |
| 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 |

Notes

A Ferry Fund created 1/1/2006 - ferry toll and ferry deficit revenues no longer included in the Road Fund

Road Fund

EXPENDITURES

Cash Flow Projections (\$ in millions)

| 1 | 2 | 3 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
|------------|------------------|---------------------------|----------------------------|-------------------|-------------------------|--|--|----------------|----------------------------|-------------------------|------------------------------------|------------------|
| | 108100 108105 | 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 |

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
 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 |
| 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)

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 |
|---------------|----------------------|--------------------|----------------------------|---------------|------------|
| 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



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:



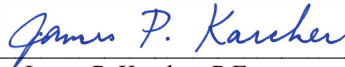
Carl Hendricks
Bridge Inspection Team Leader – Bridge & Hydraulics

Reviewed by:



James E. Lee, P.E.
Engineering Manager – Bridge & Hydraulics

Approved by:



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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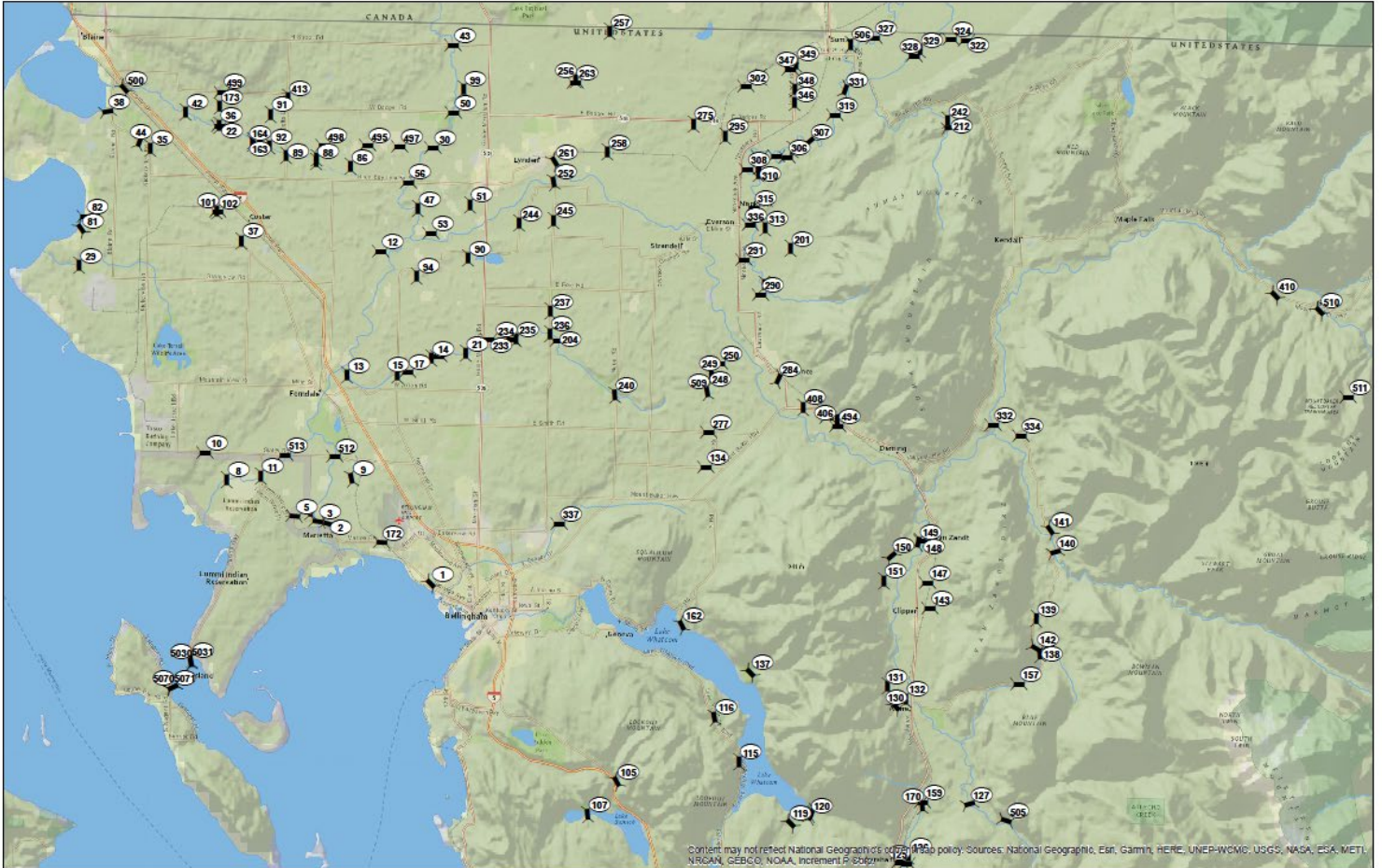
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Acronyms

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.

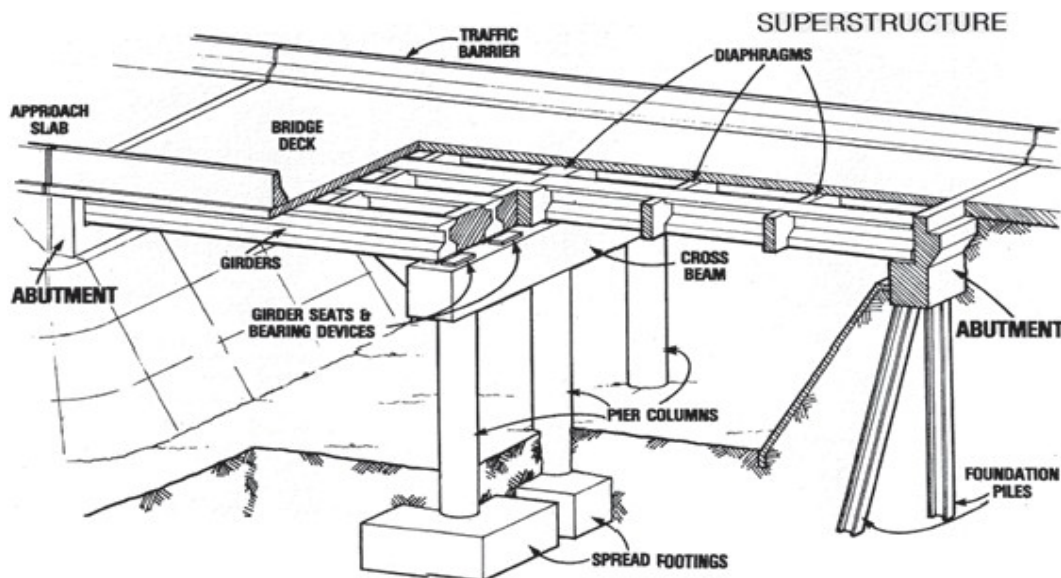
Box Girder – a support beam that is a hollow box; Its cross-section is a rectangle or square.

Bracing – a system of tension or compression members, or a combination of 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 serving 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 drainage 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 allow 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 reinforcing 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 100 (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 FERNDAL 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 ADDRESS 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 |

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

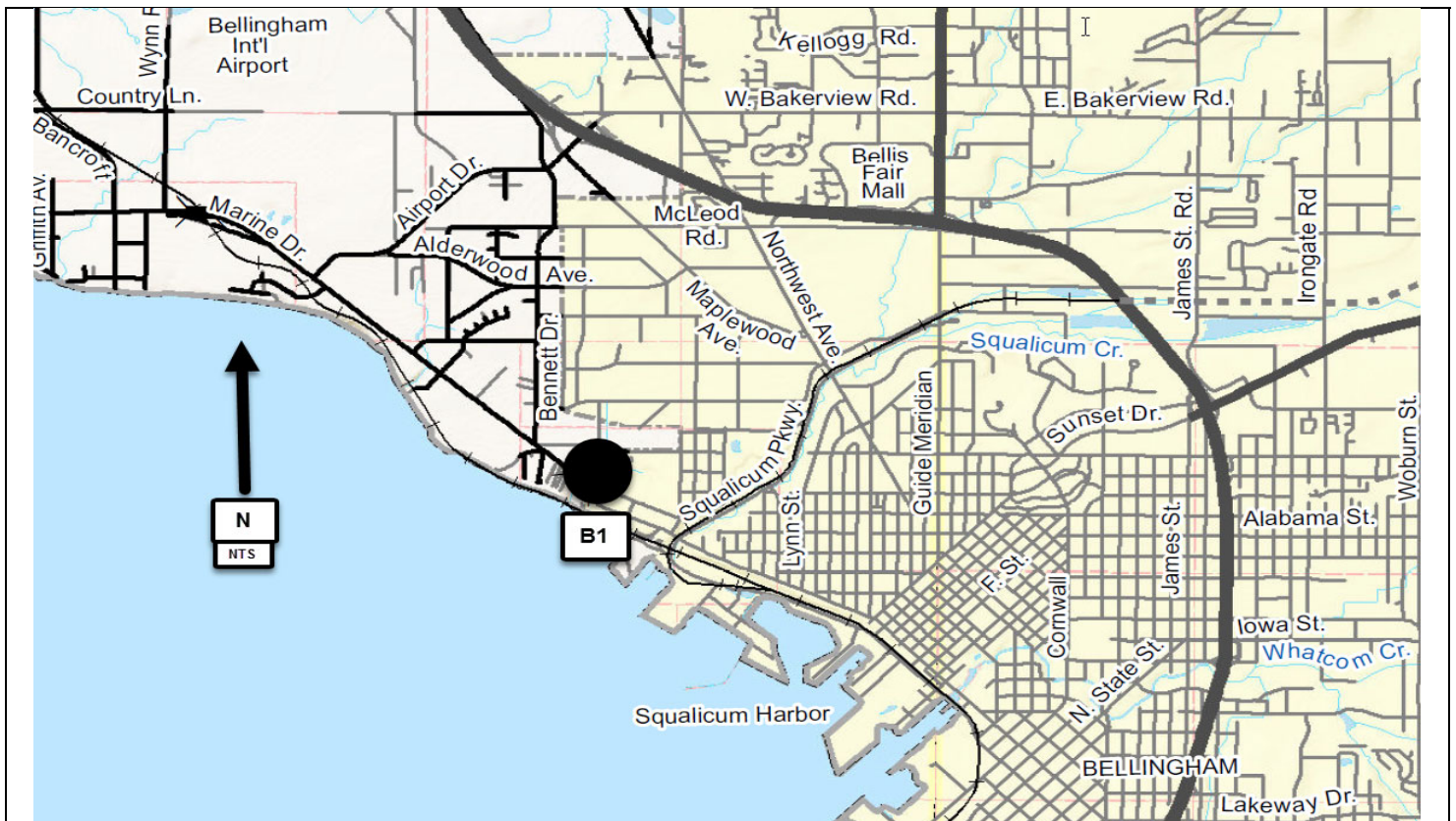
Funding Sources:

| | |
|---------|----------|
| 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

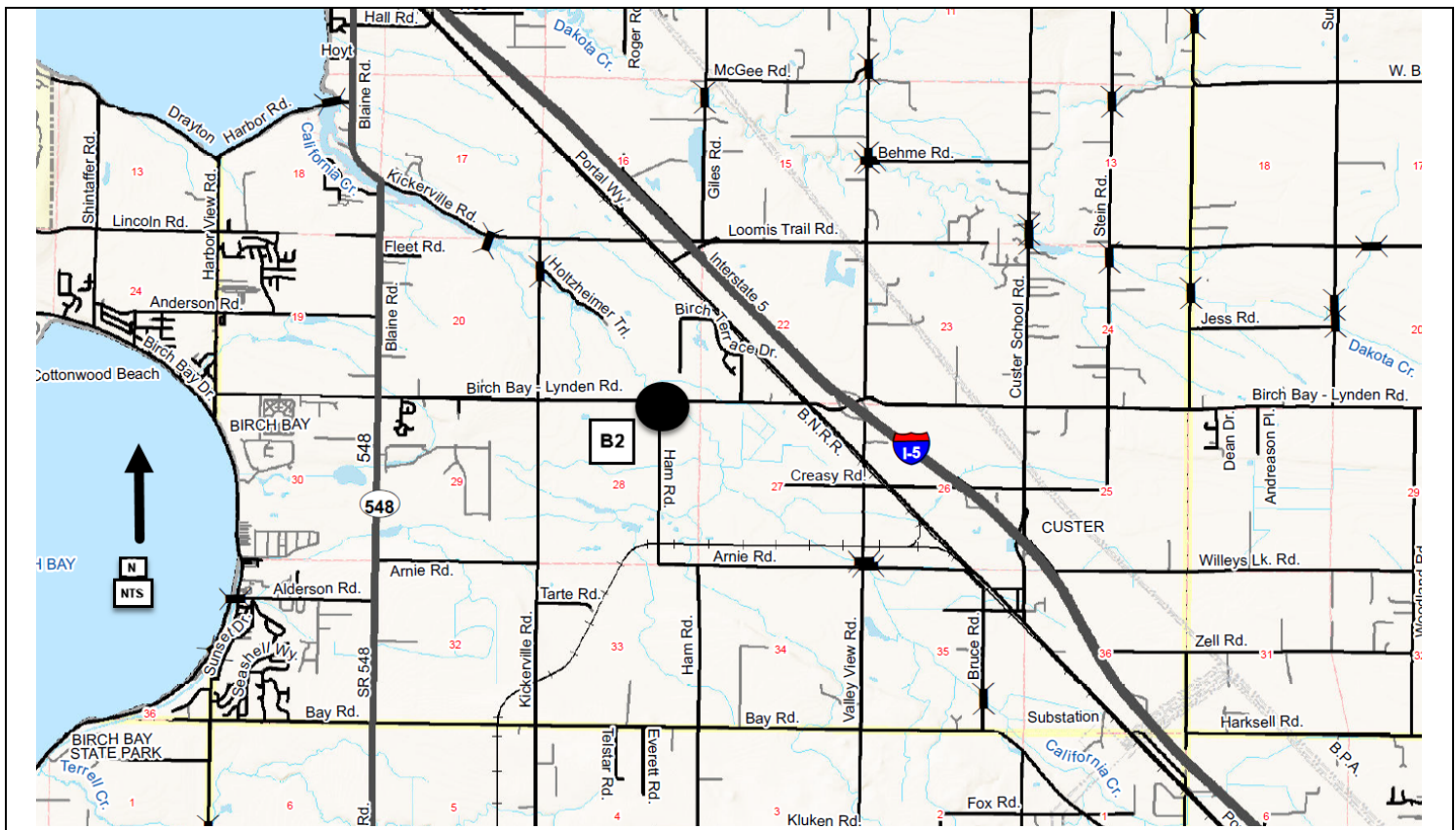
Funding Sources:

| | |
|---------|----------------|
| Federal | \$476,000 (ER) |
| State | \$0 |
| Local | \$ 114,000 |

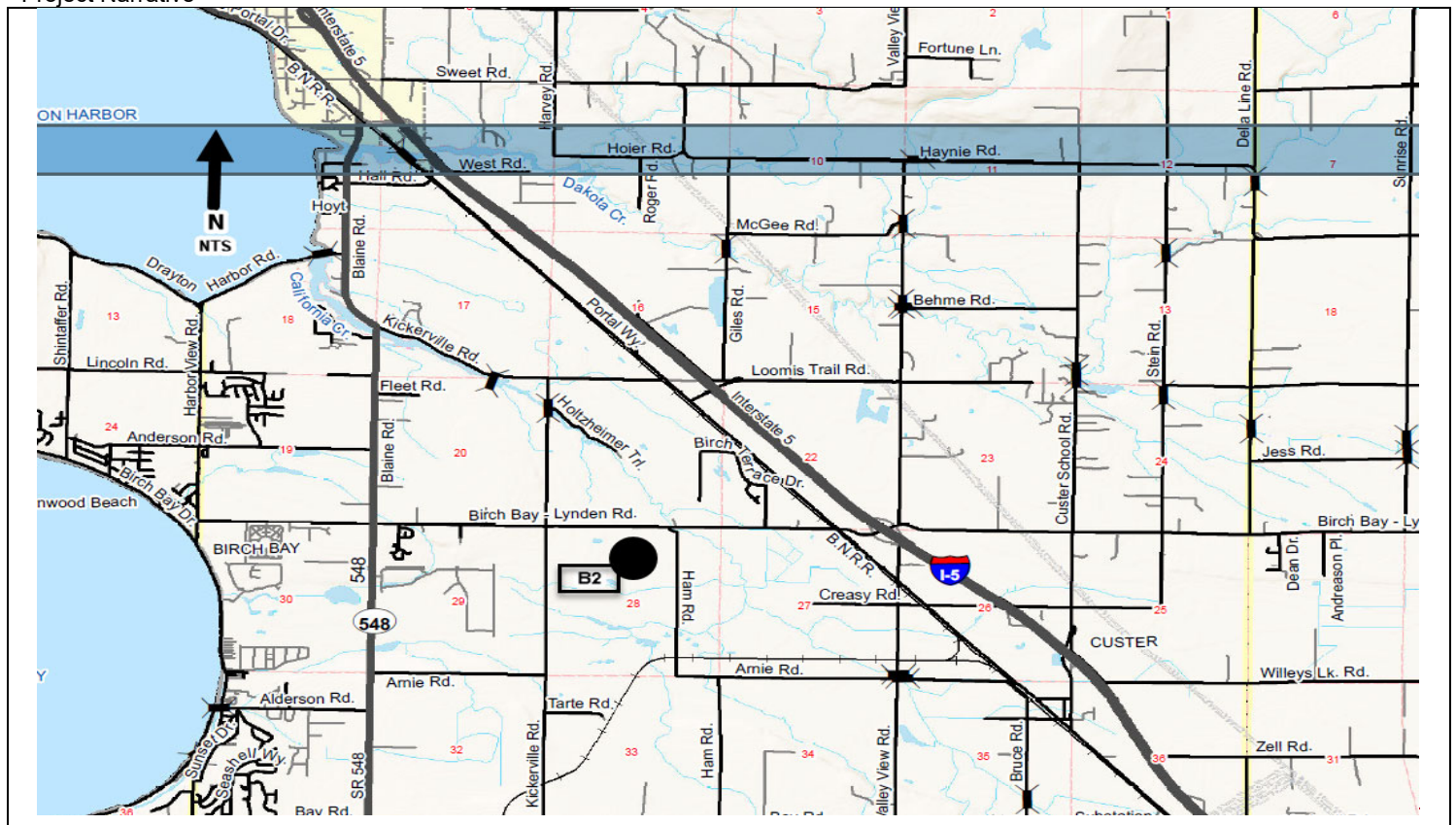
Environmental Permitting HPA, NEPA, SEPA, USACE, Shorelines

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



Whatcom County Public Works
Project Narrative



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.

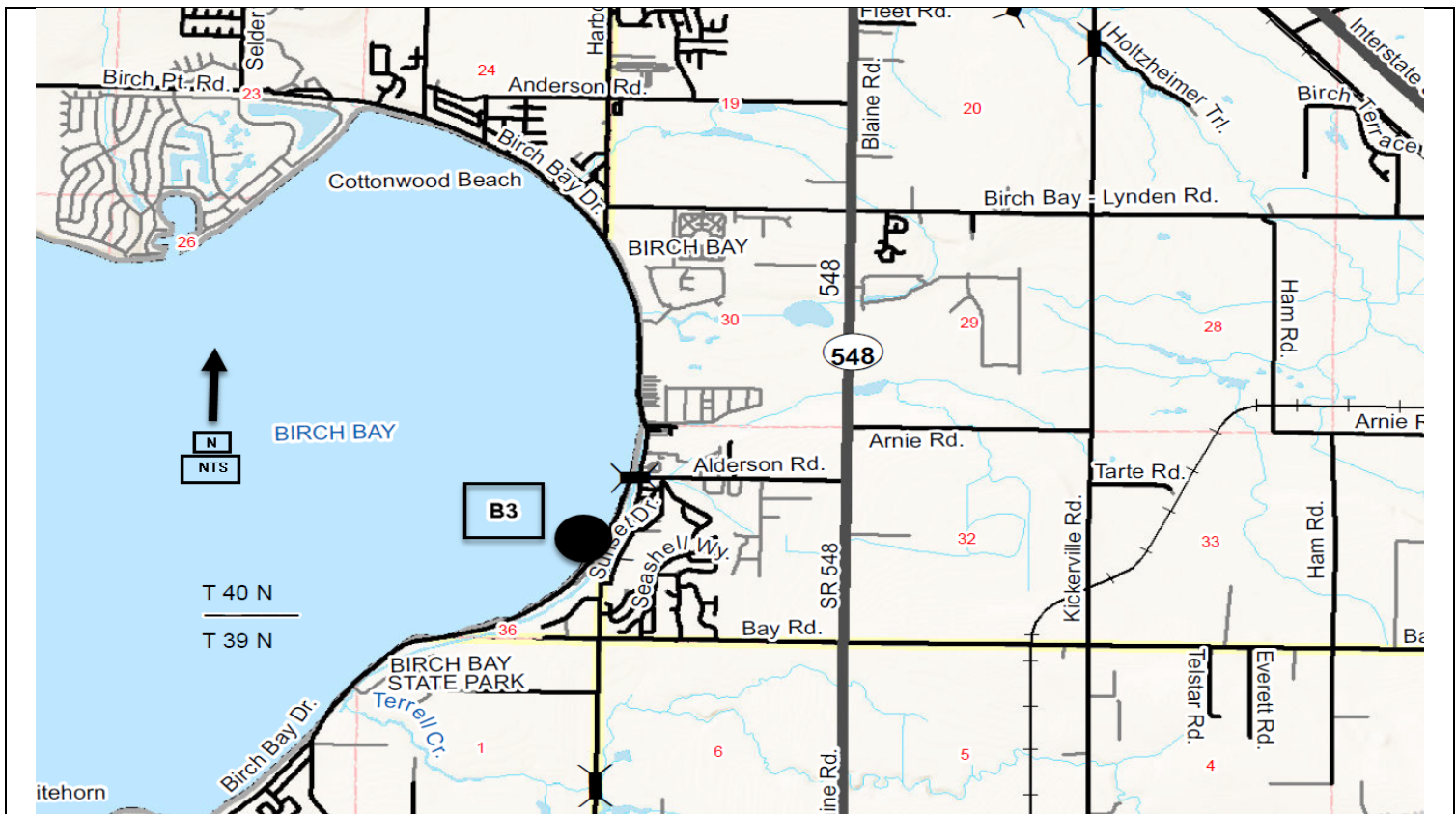
Total Estimated Project Cost: TBD

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

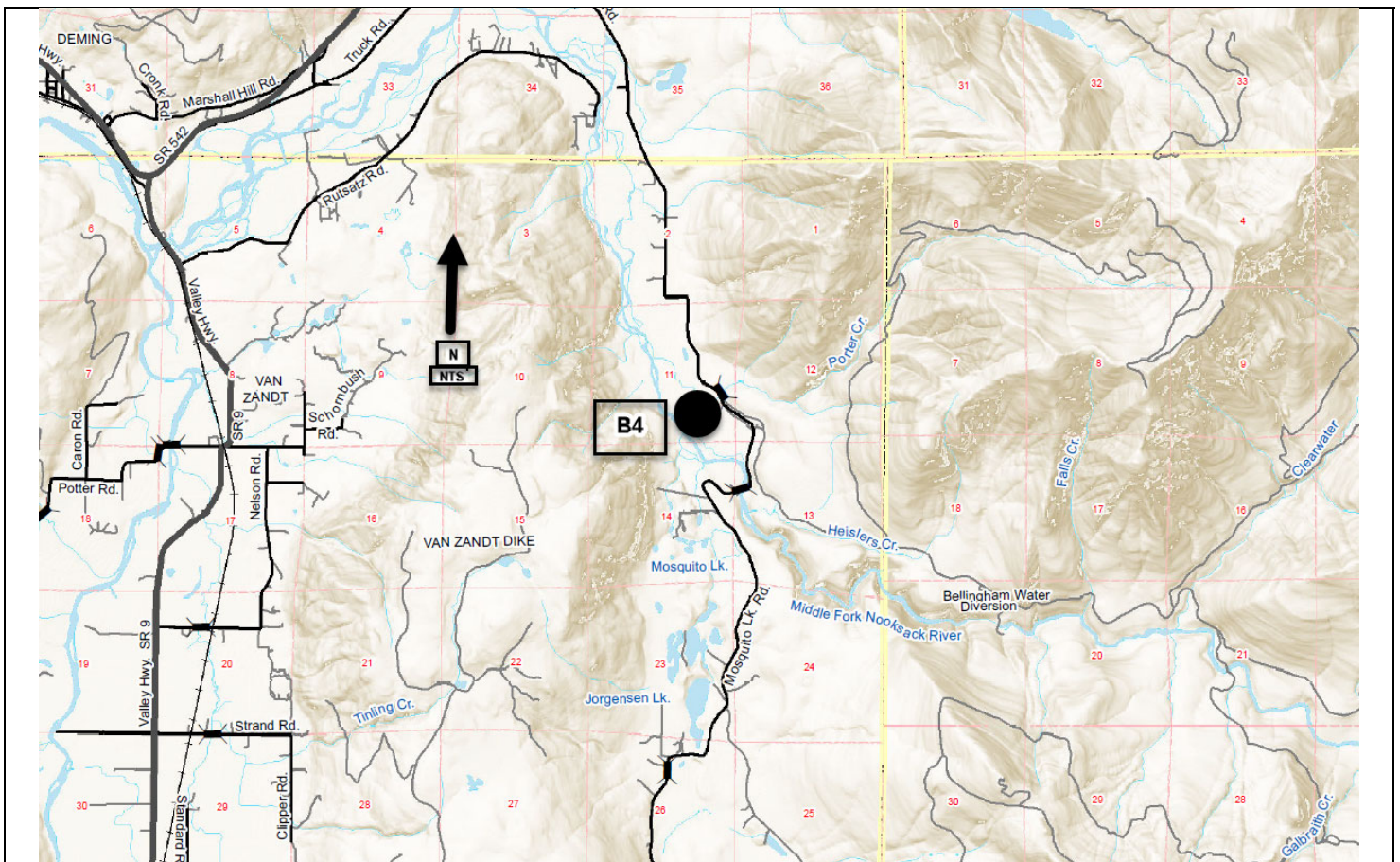
Funding Sources:

| | |
|---------|---------|
| 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

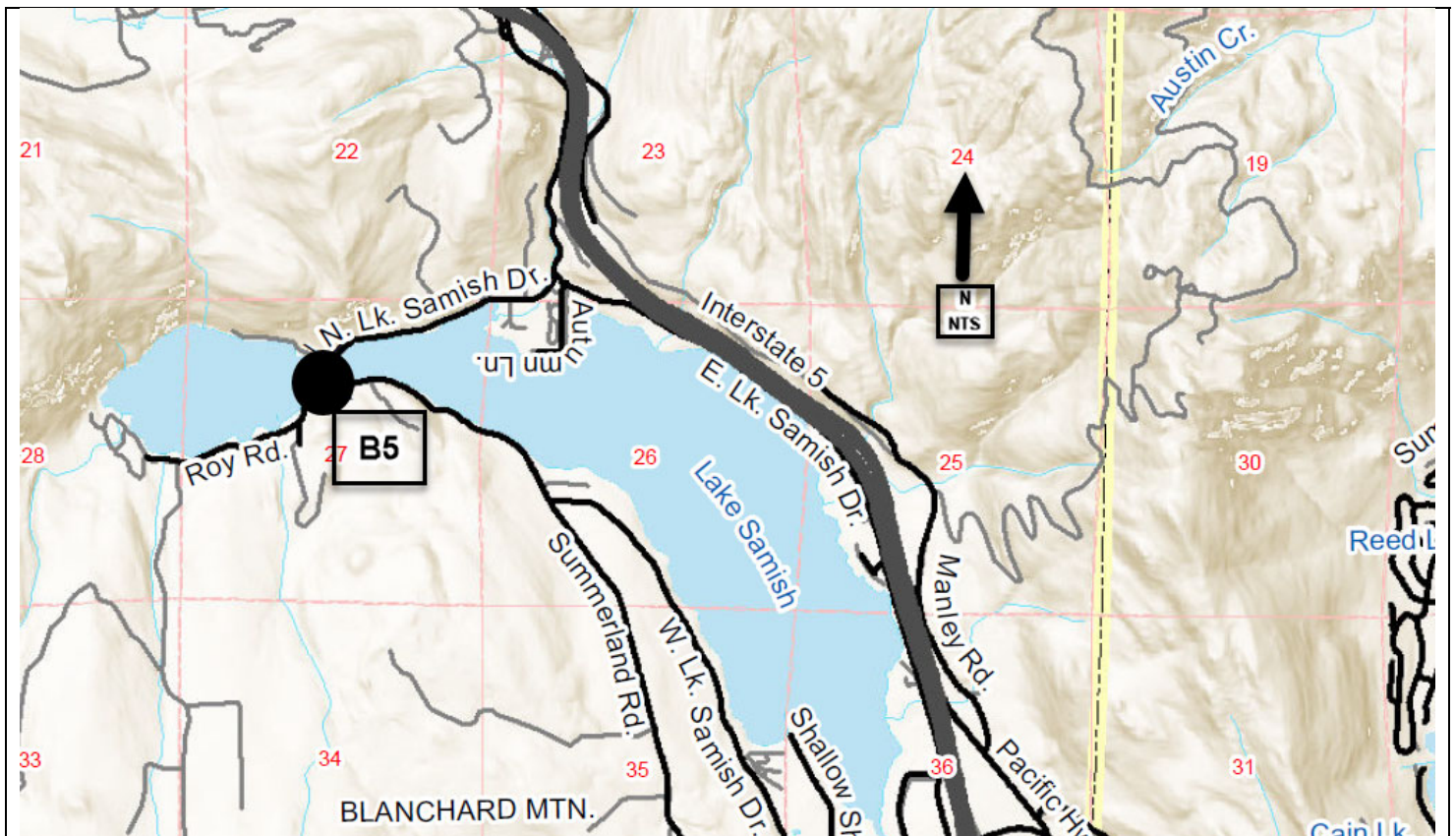
Funding Sources:

| | |
|---------|------------------|
| 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

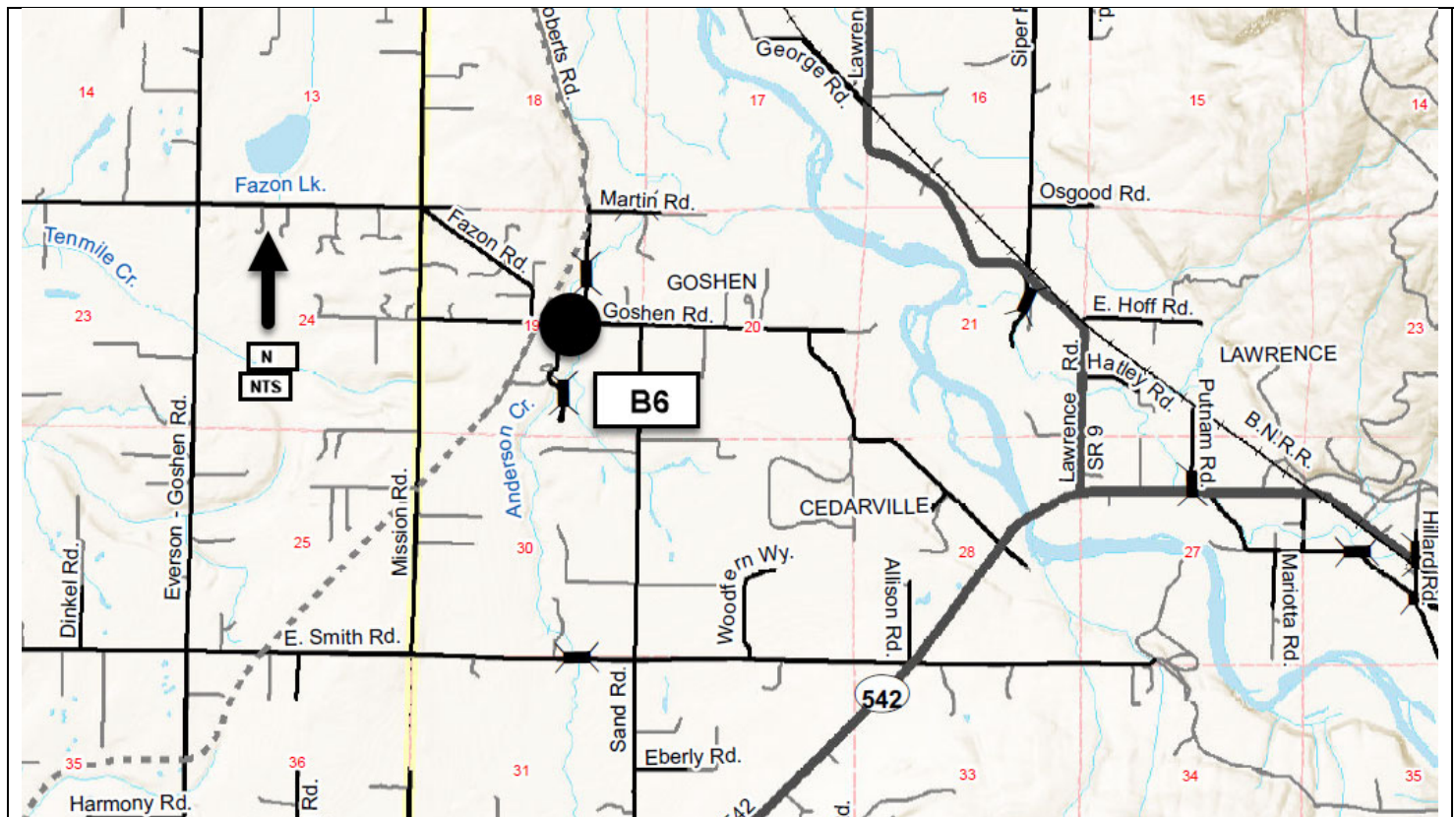
Project Narrative:

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

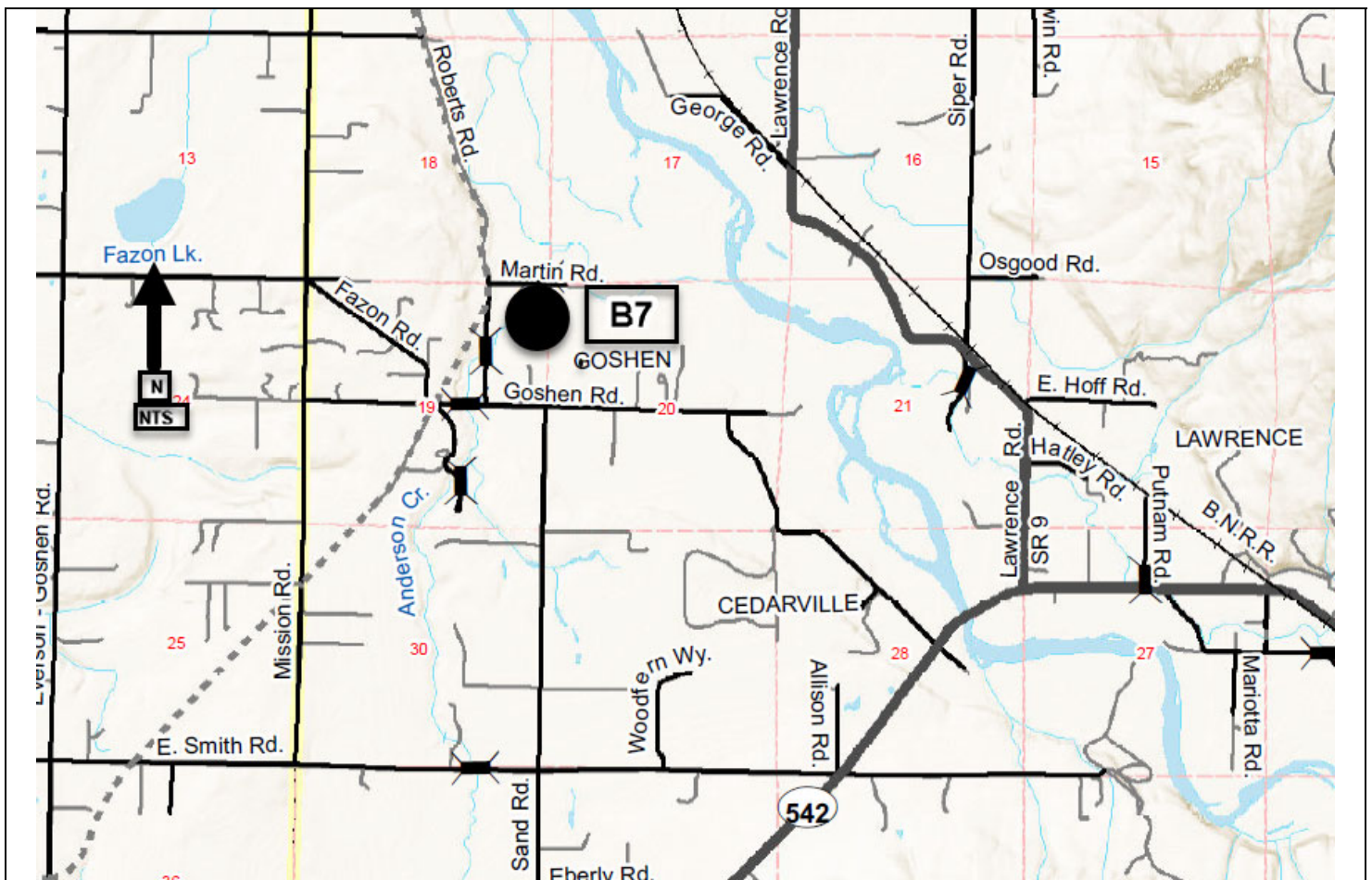
Funding Sources:

| | |
|---------|---------|
| 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

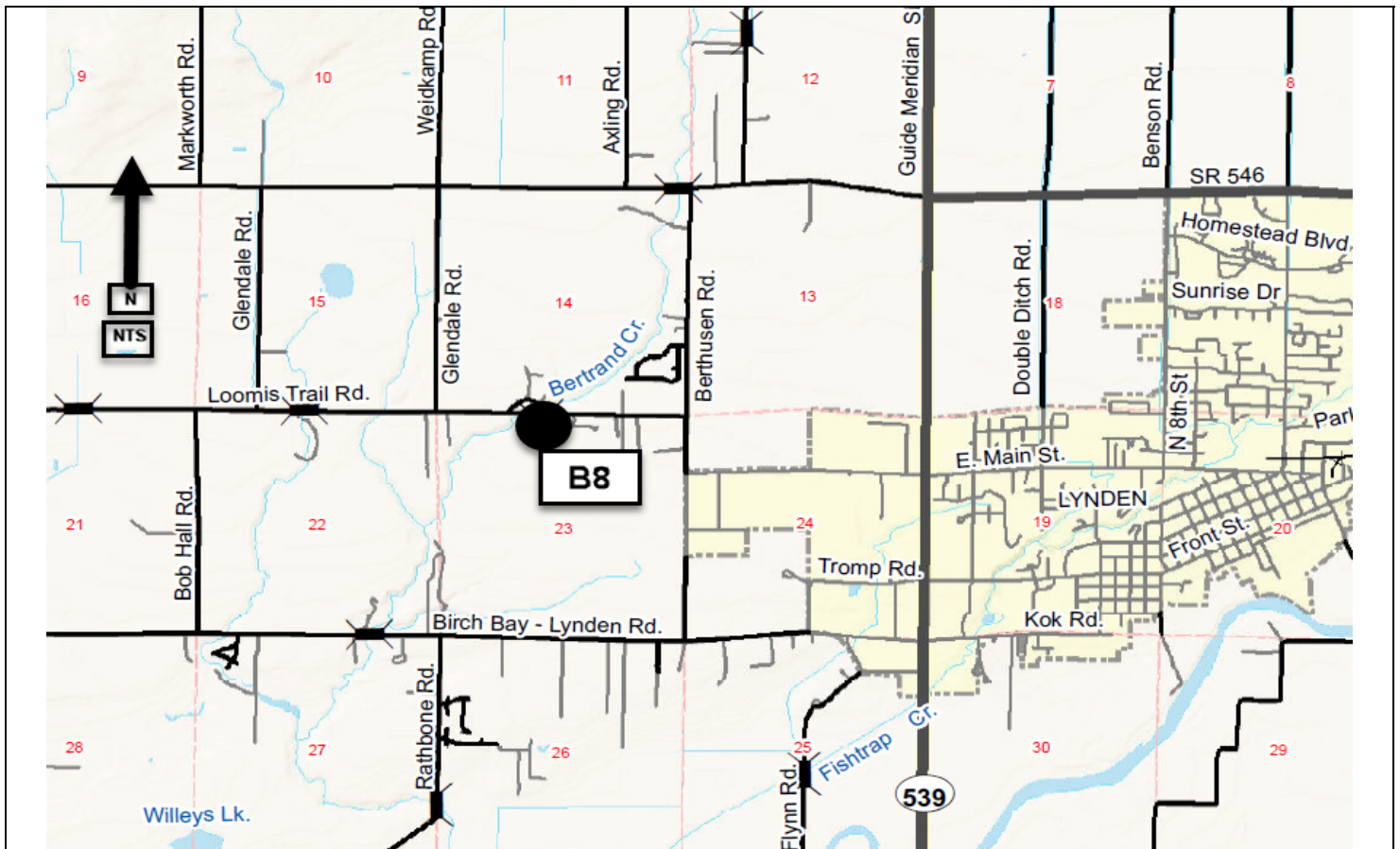
Funding Sources:

| | |
|---------|---------|
| 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

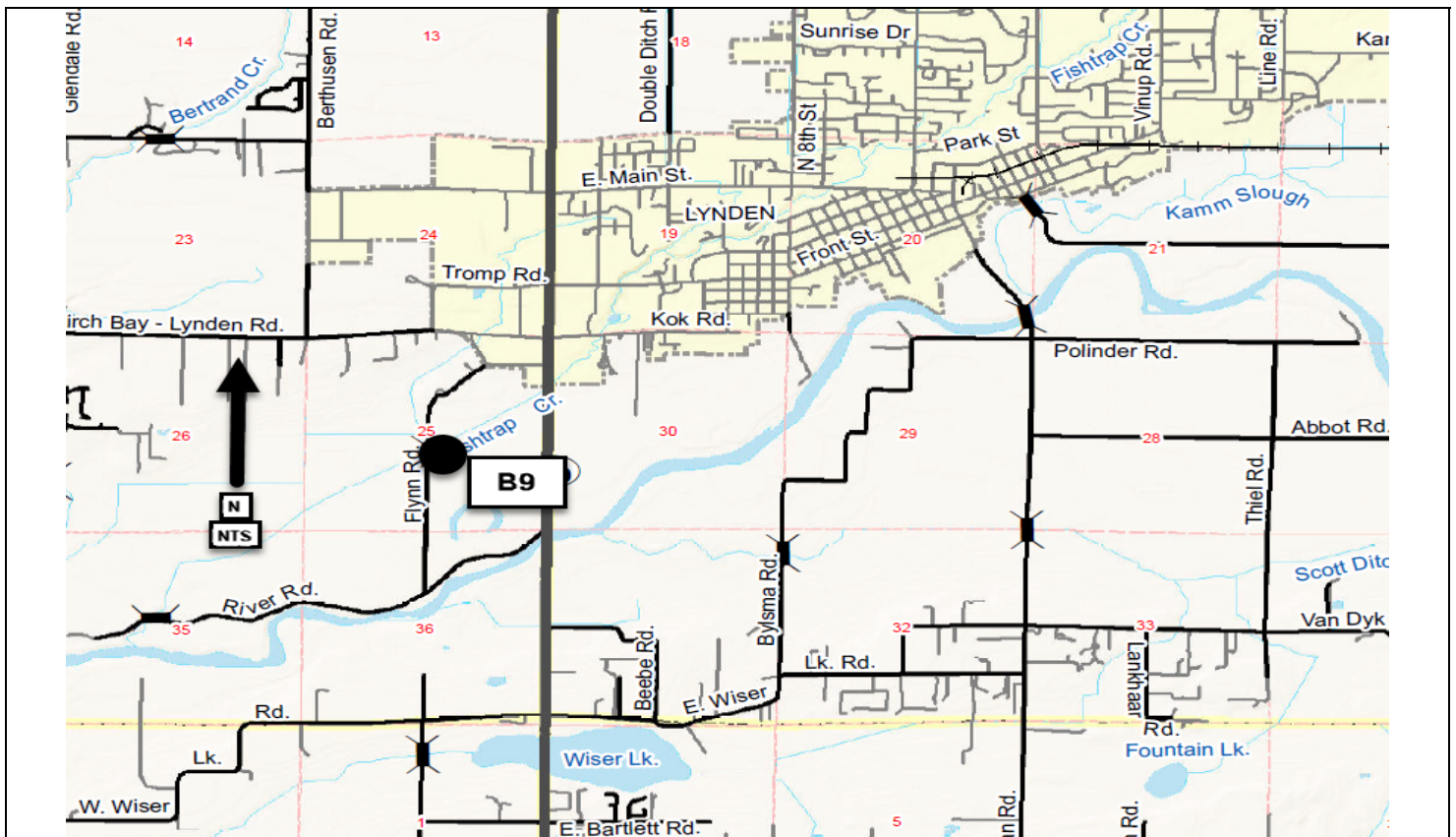
Funding Sources:

| | |
|---------|---------|
| 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

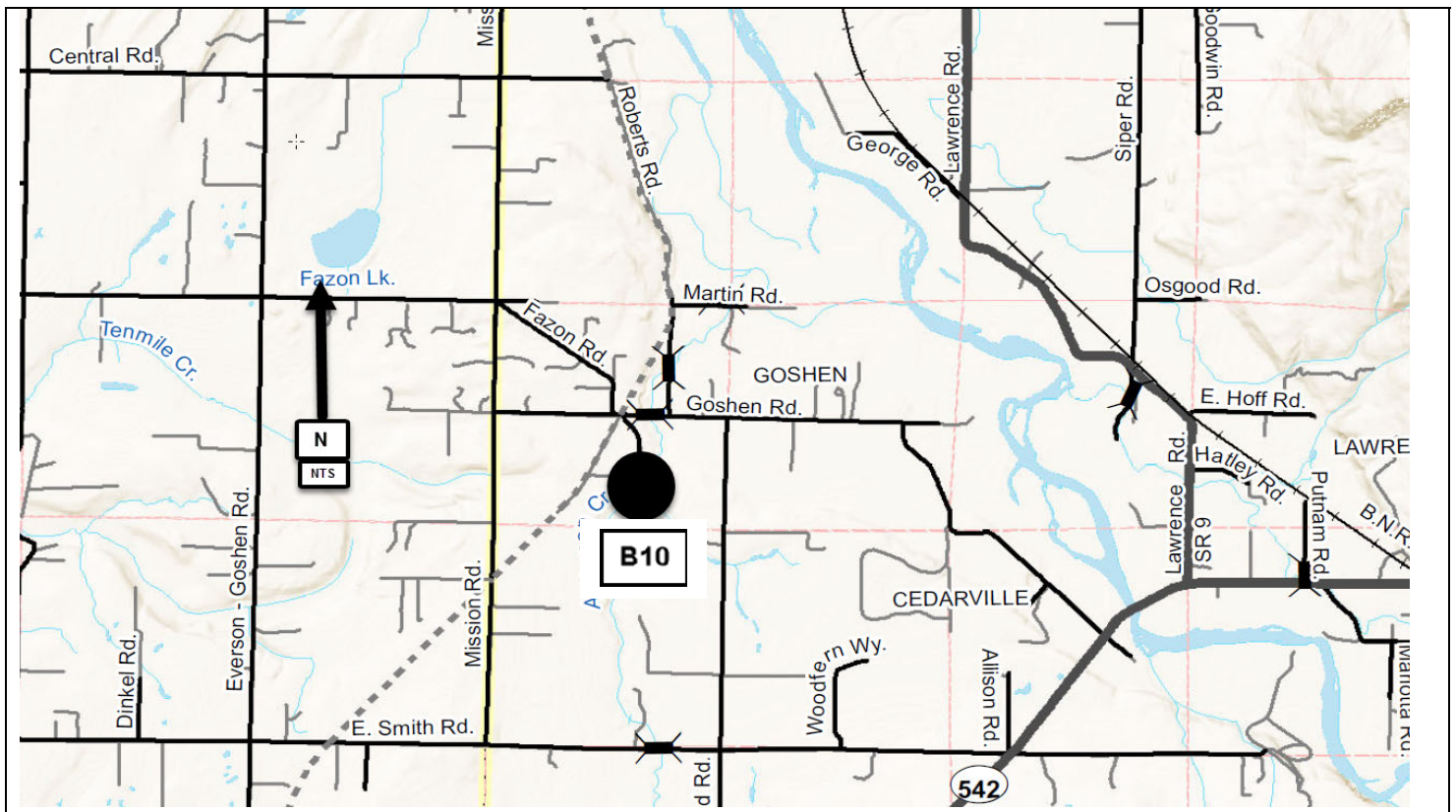
Funding Sources:

| | |
|---------|---------|
| 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

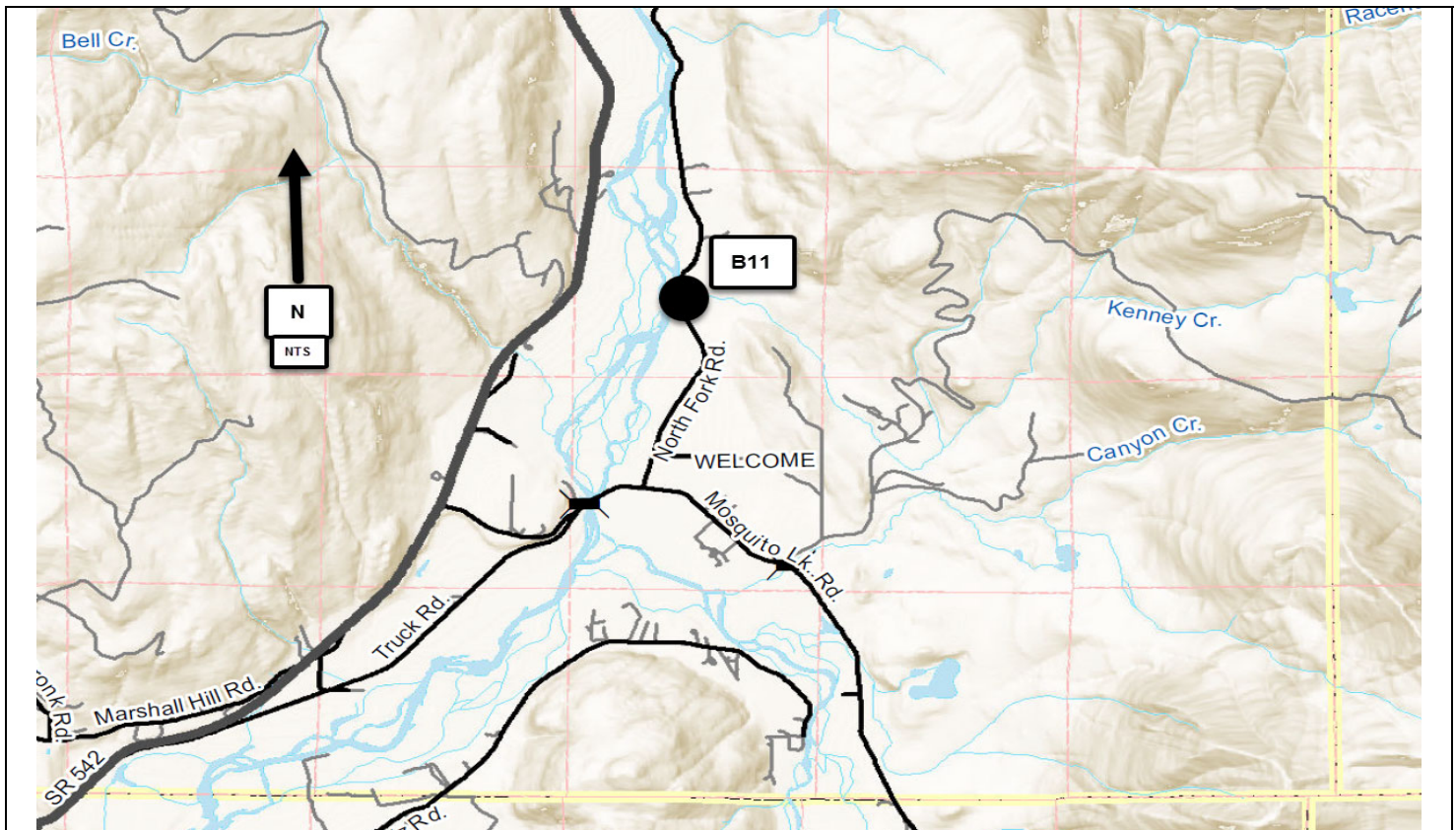
Funding Sources:

| | |
|---------|---------------------|
| 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 existing 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

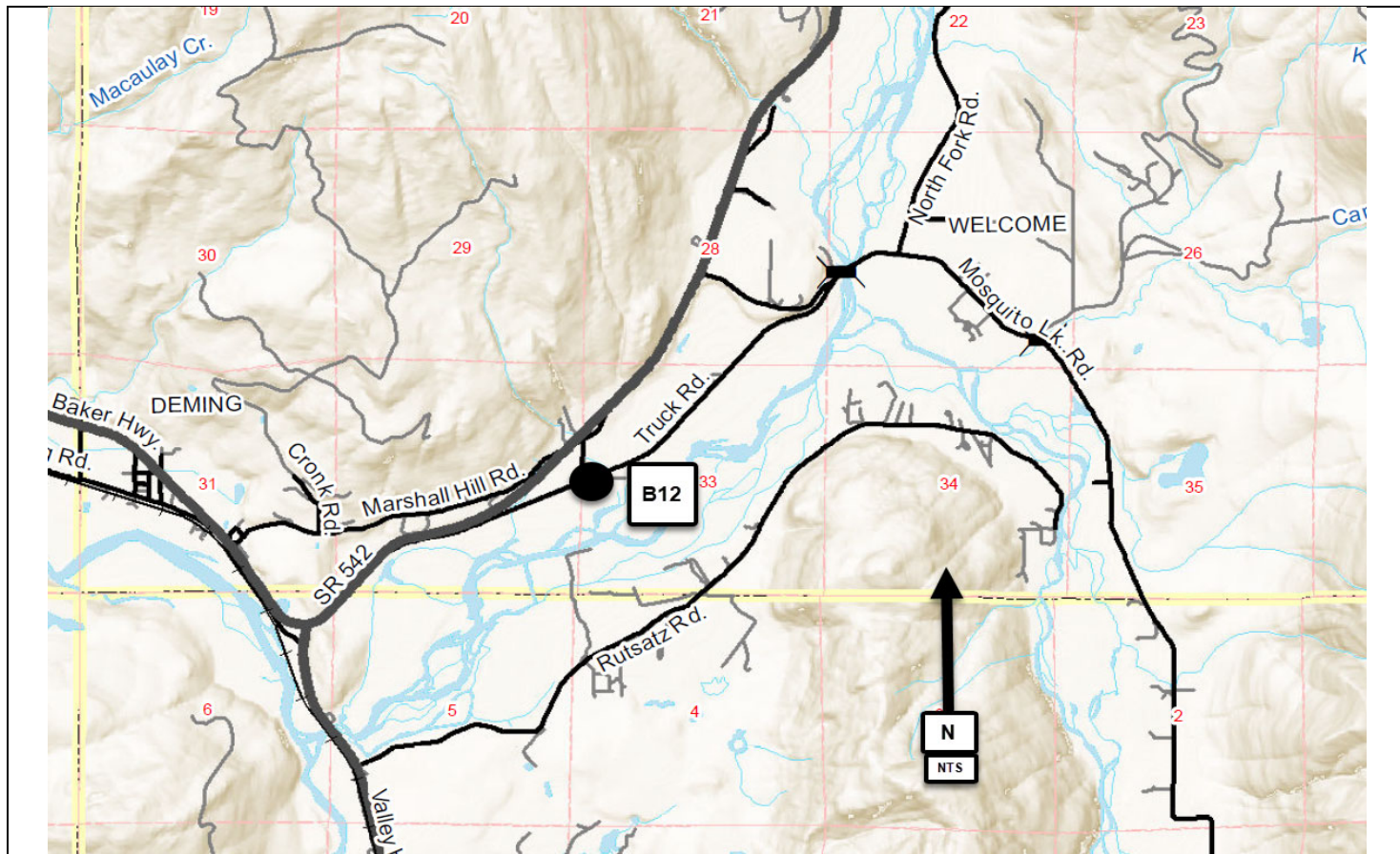
Funding Sources:

| | |
|---------|----------|
| 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.

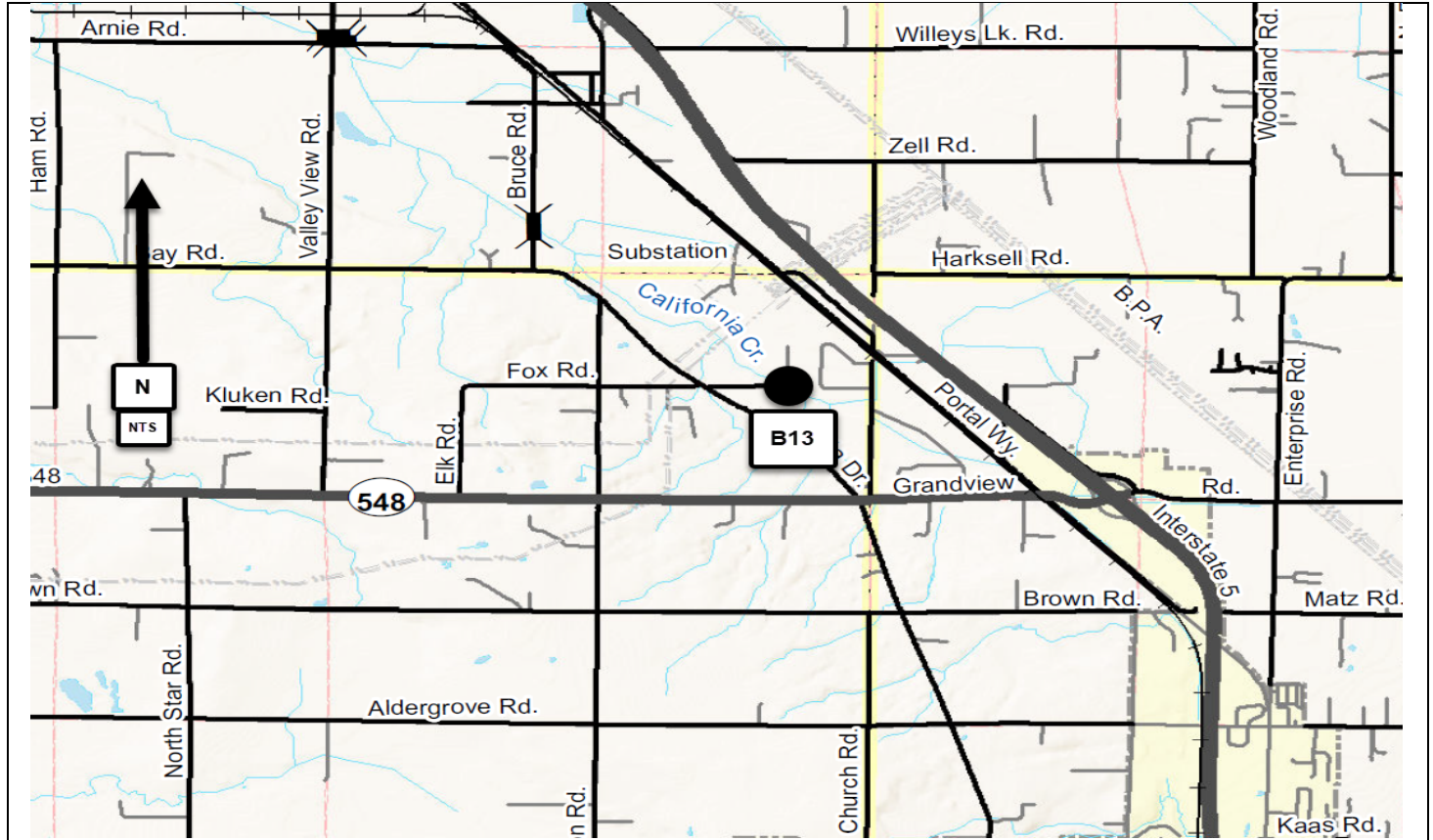
Total Estimated Project Cost: TBD

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 bridge 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

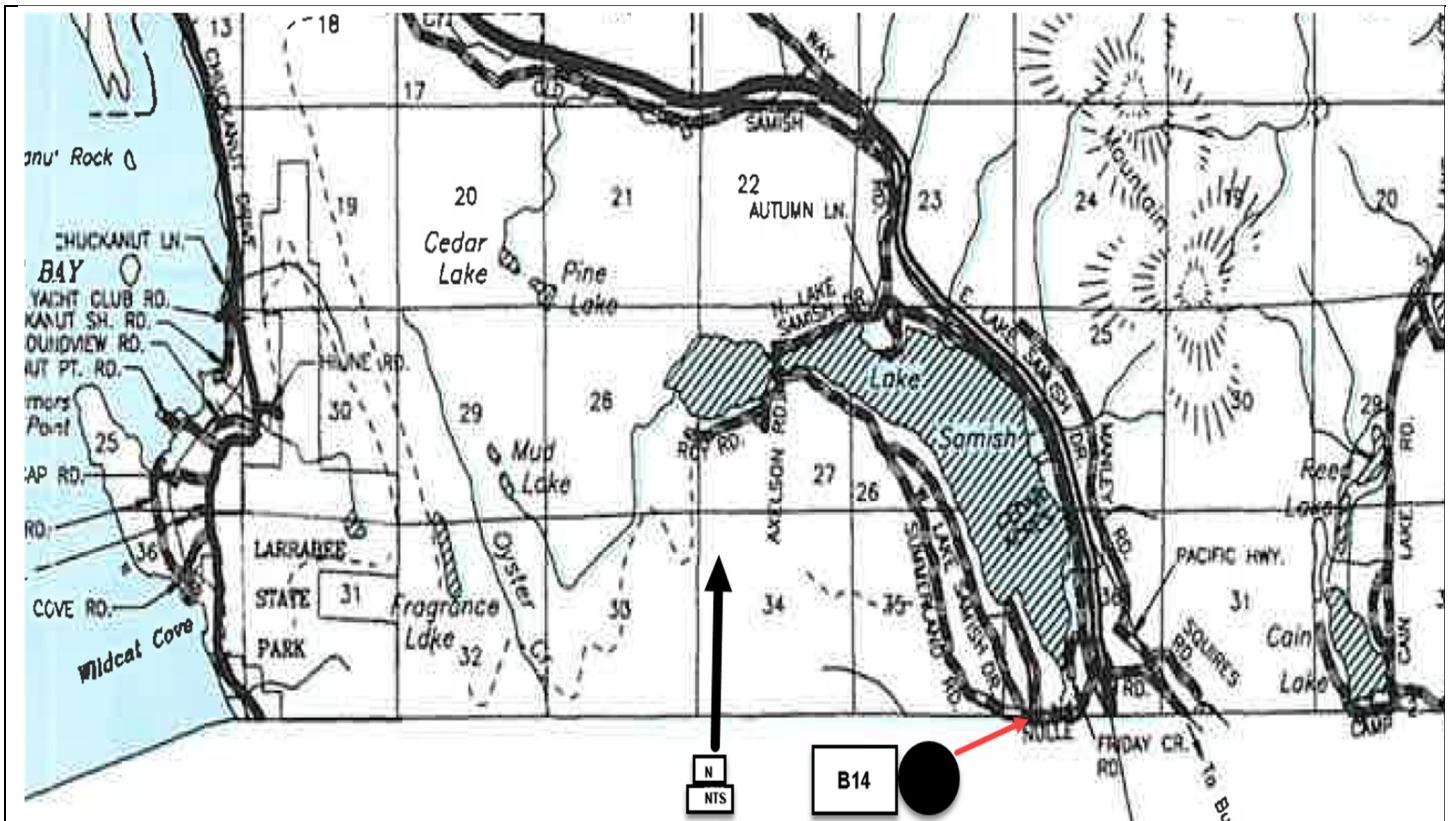
Funding Sources:

| | |
|---------|-----------|
| 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

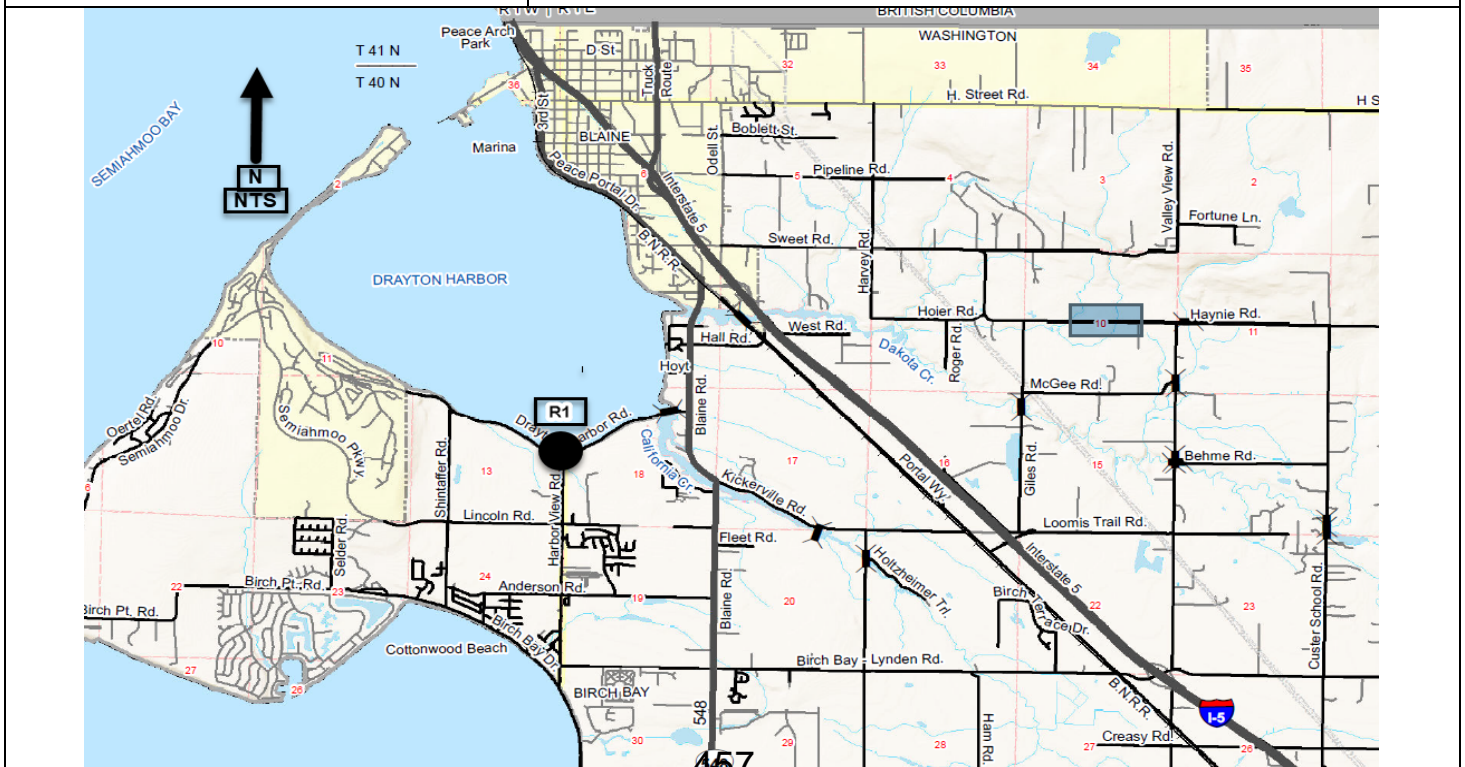
Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act; NEPA

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

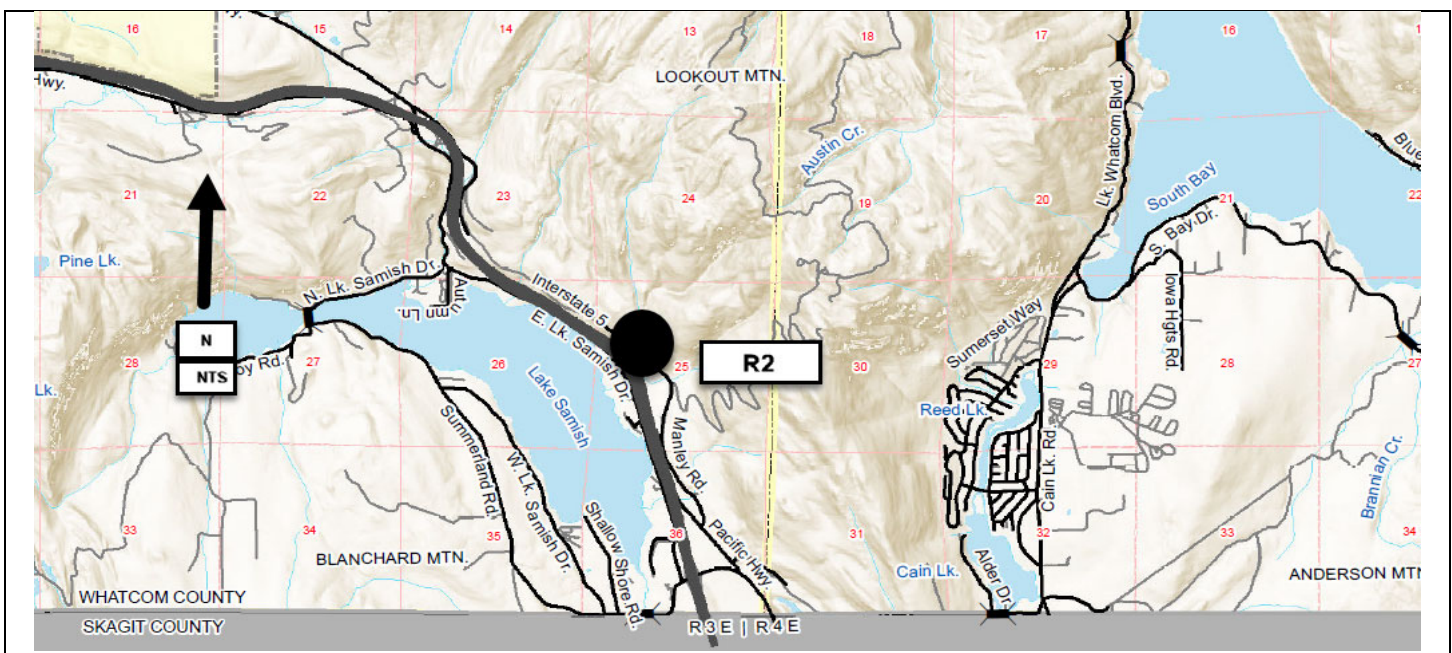
Funding Sources:

| | |
|---------|-----------------------------------|
| 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 Graveline 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:

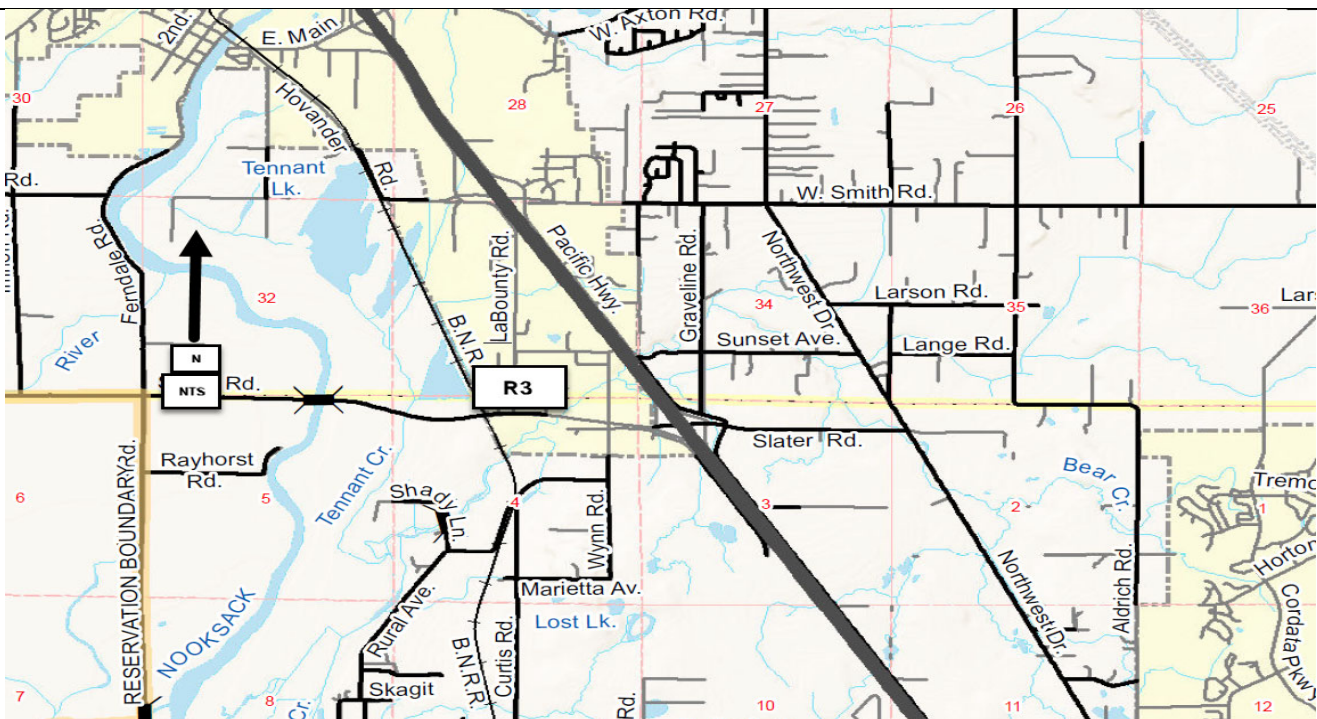
Topographical Survey of the damage is complete. Geotechnical analysis and design will begin in Fall 2022. Design and Permits will begin following geotechnical recommendations. Construction expected in Summer 2024.

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.

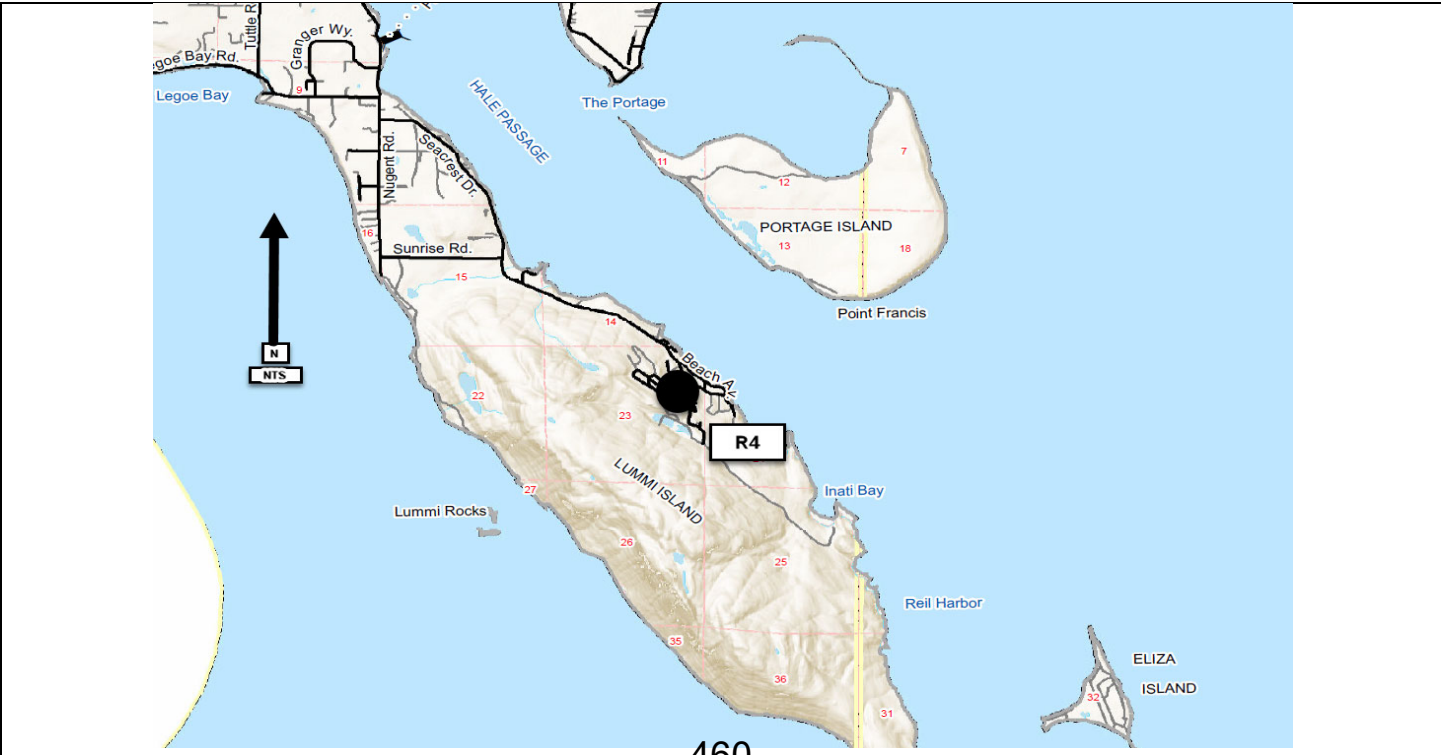
This project is listed **#R4** on the 2023-2028 Six-Year Transportation Improvement Program.

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

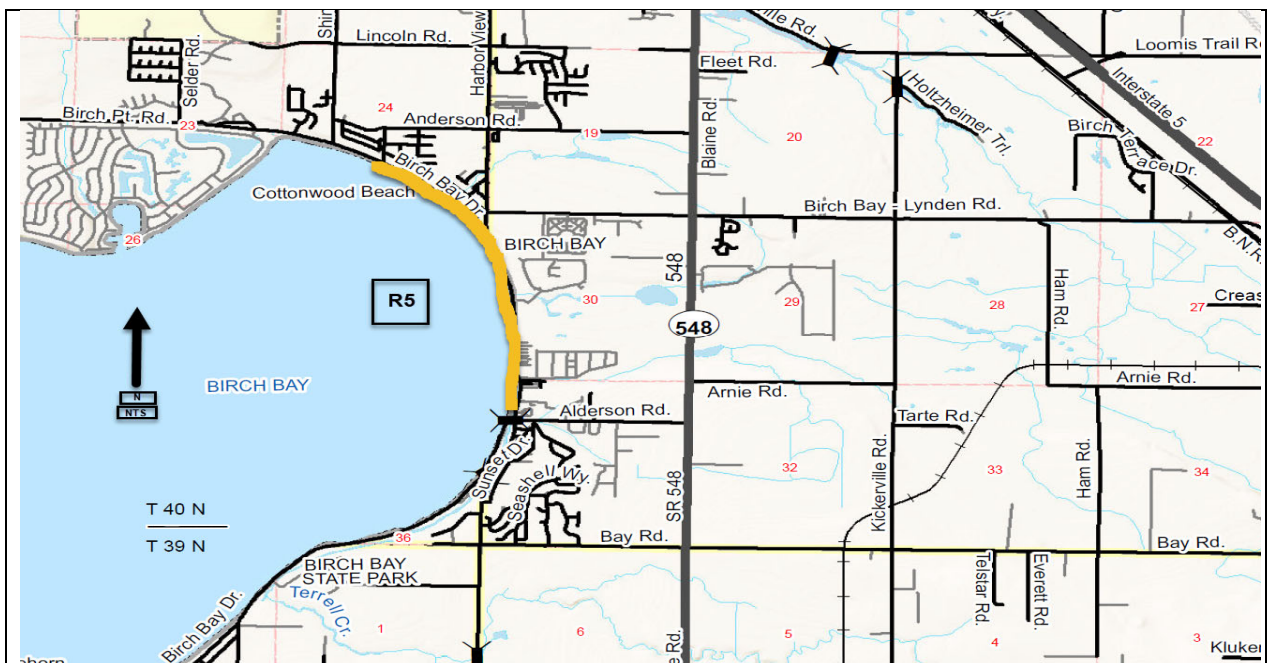
Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act; NEPA

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.

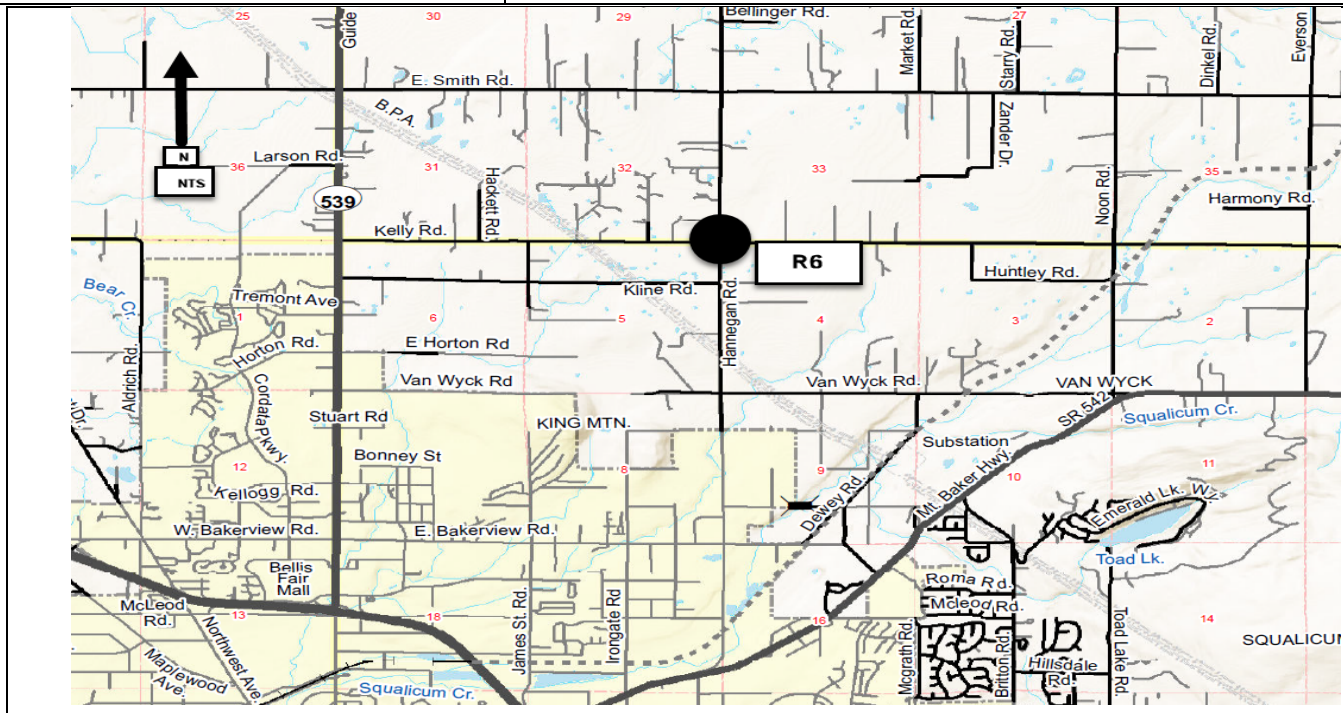
Total Estimated Project Cost: \$5,350,000

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.

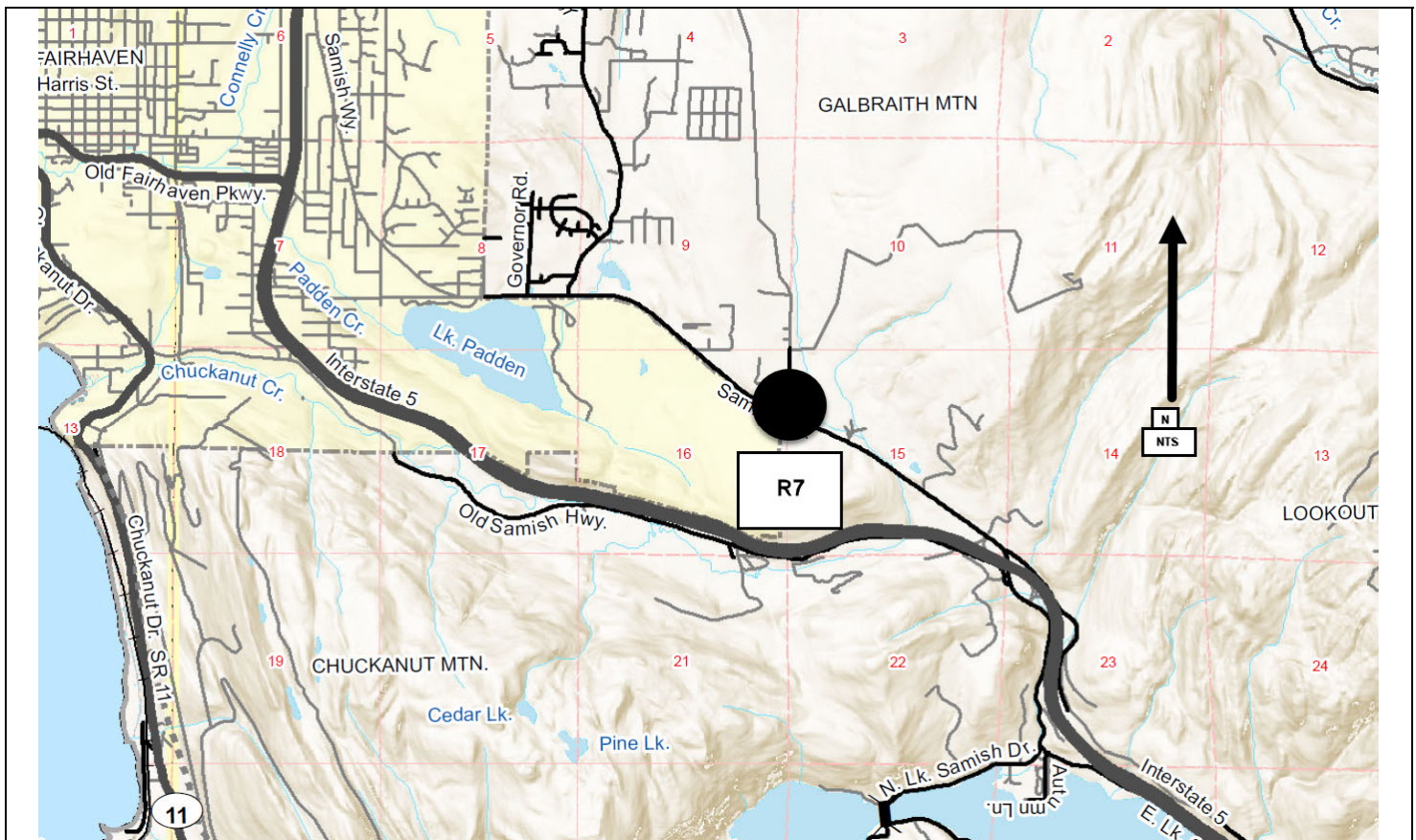
Total Estimated Project Cost: \$110,000

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.

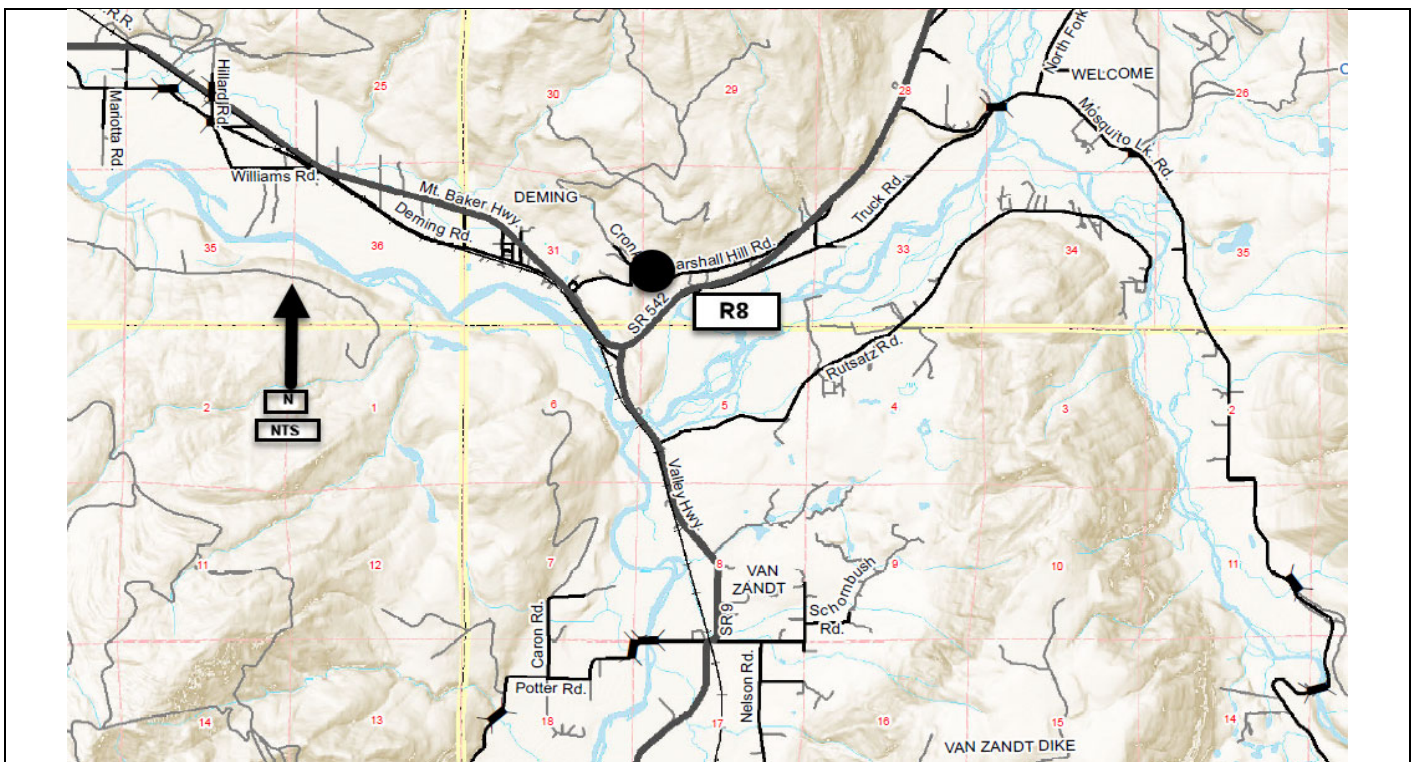
Total Estimated Project Cost: \$1,335,000

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

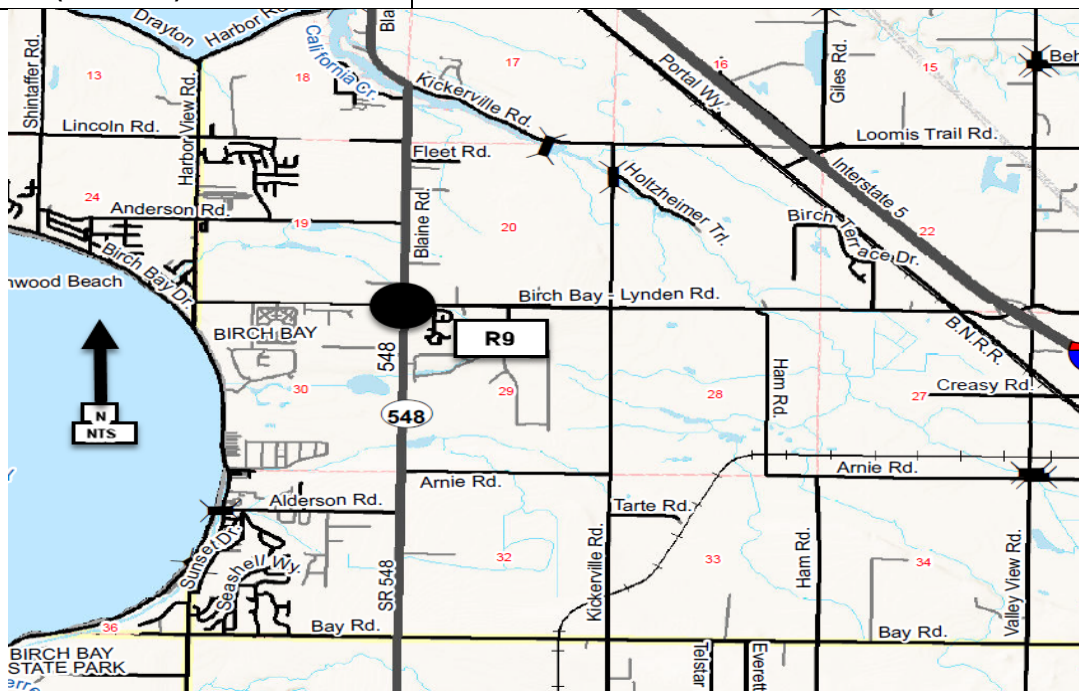
Funding Sources:

| | |
|---------|---|
| 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

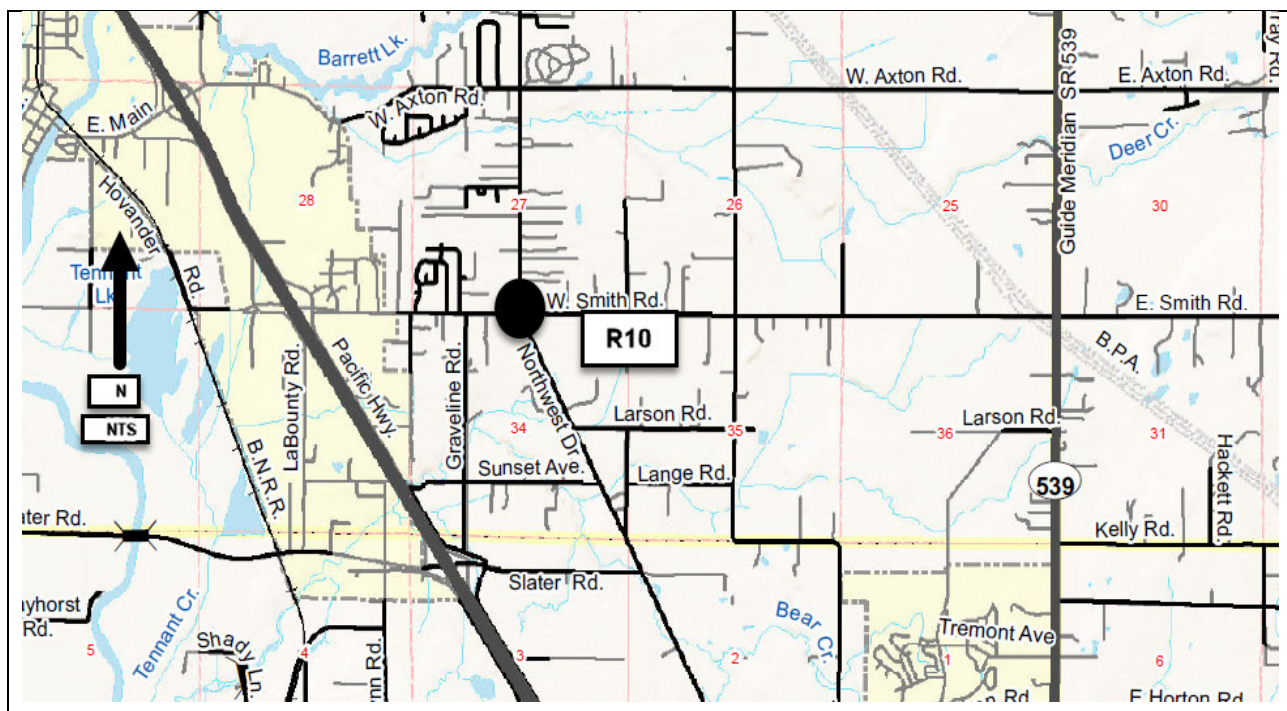
Funding Sources:

| | |
|---------|---|
| 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.

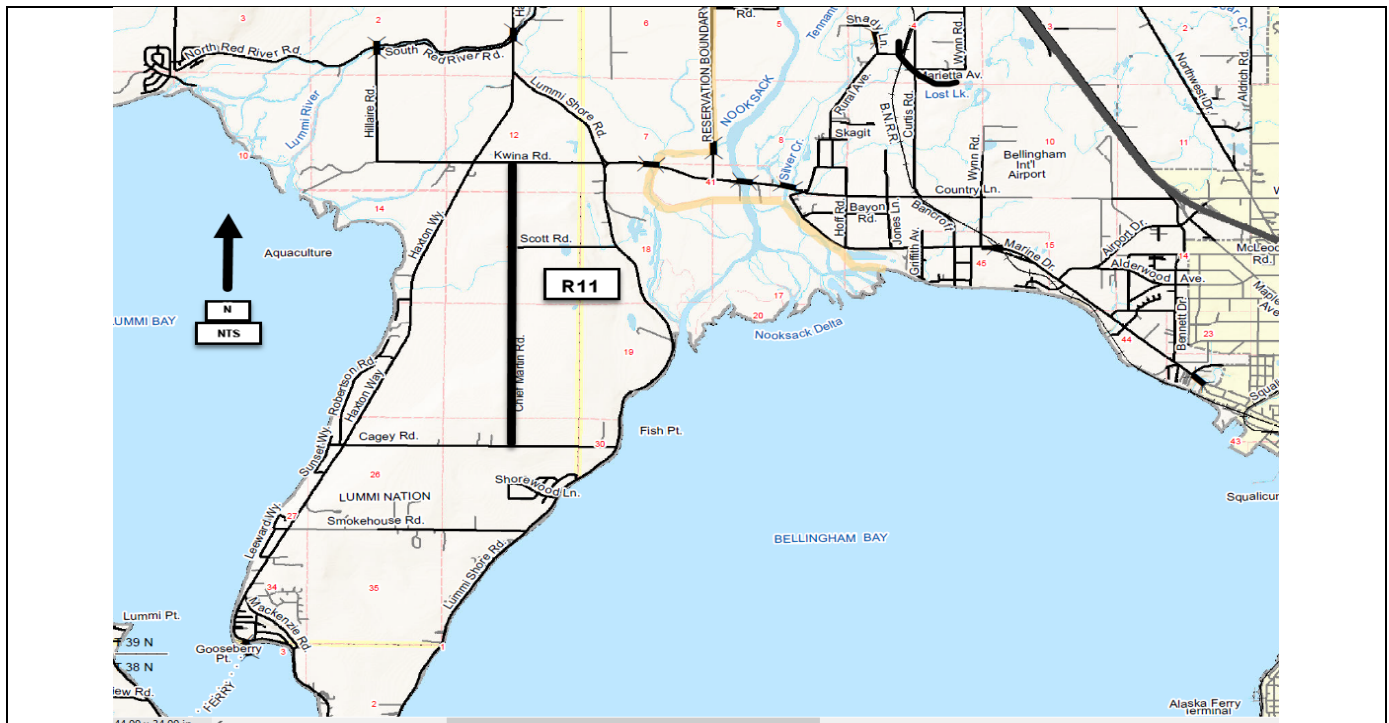
Total Estimated Project Cost: \$TBD

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

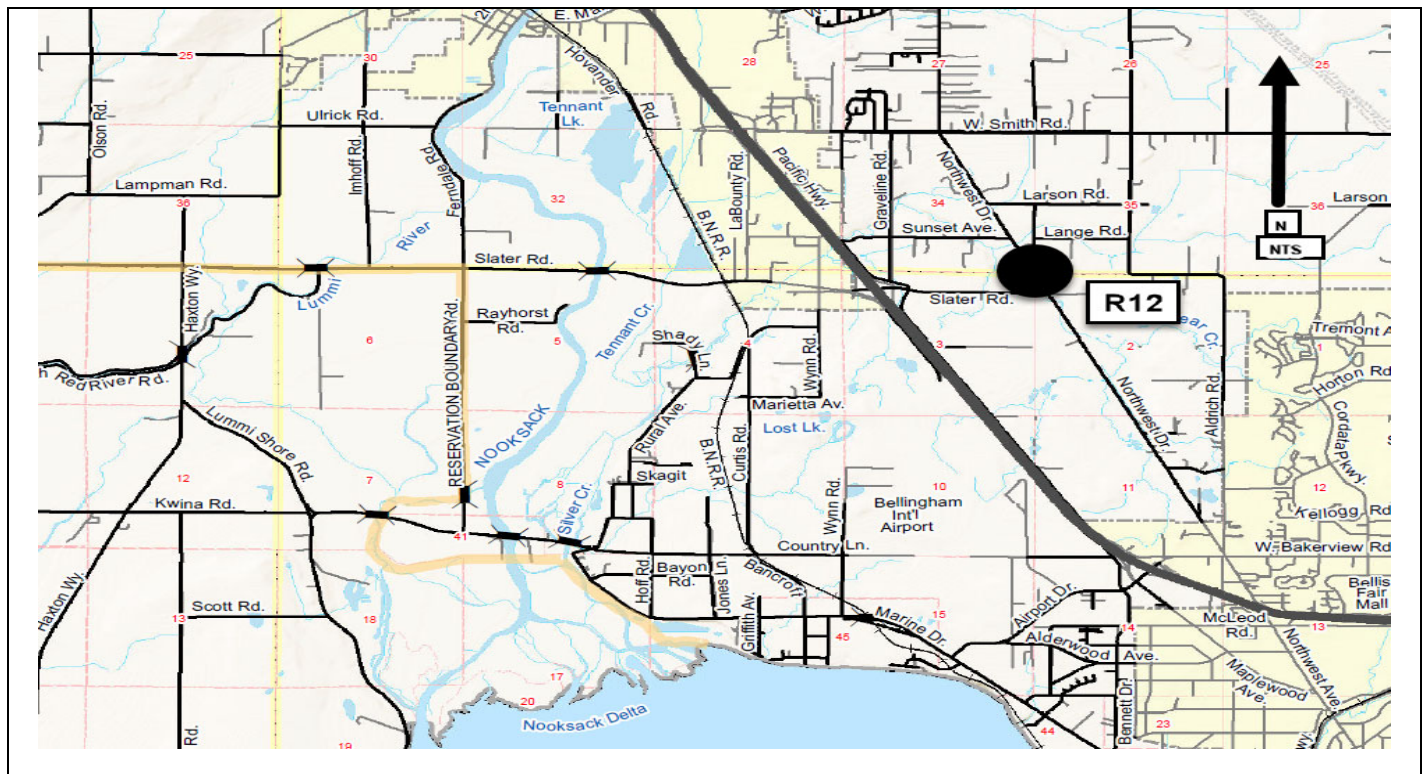
Funding Sources:

| | |
|---------|----------|
| Federal | \$ 0 |
| State | \$ 0 |
| Local | \$15,000 |

Environmental Permitting SEPA, Critical Areas, DOE

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) TBD



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 pedestrian 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.

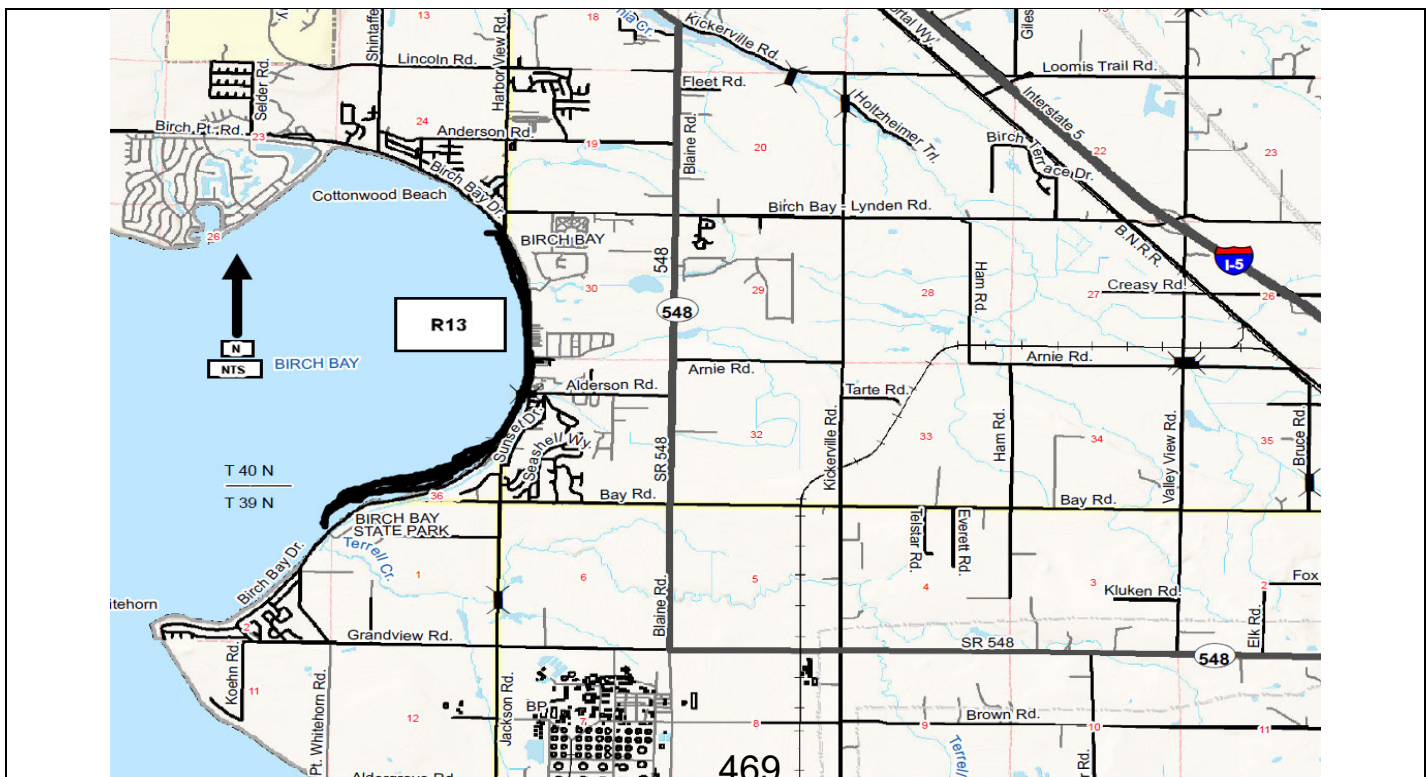
Total Estimated Project Cost: \$485,000

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 |
|--|-----|

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|---------------------------------|-----|
| 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.

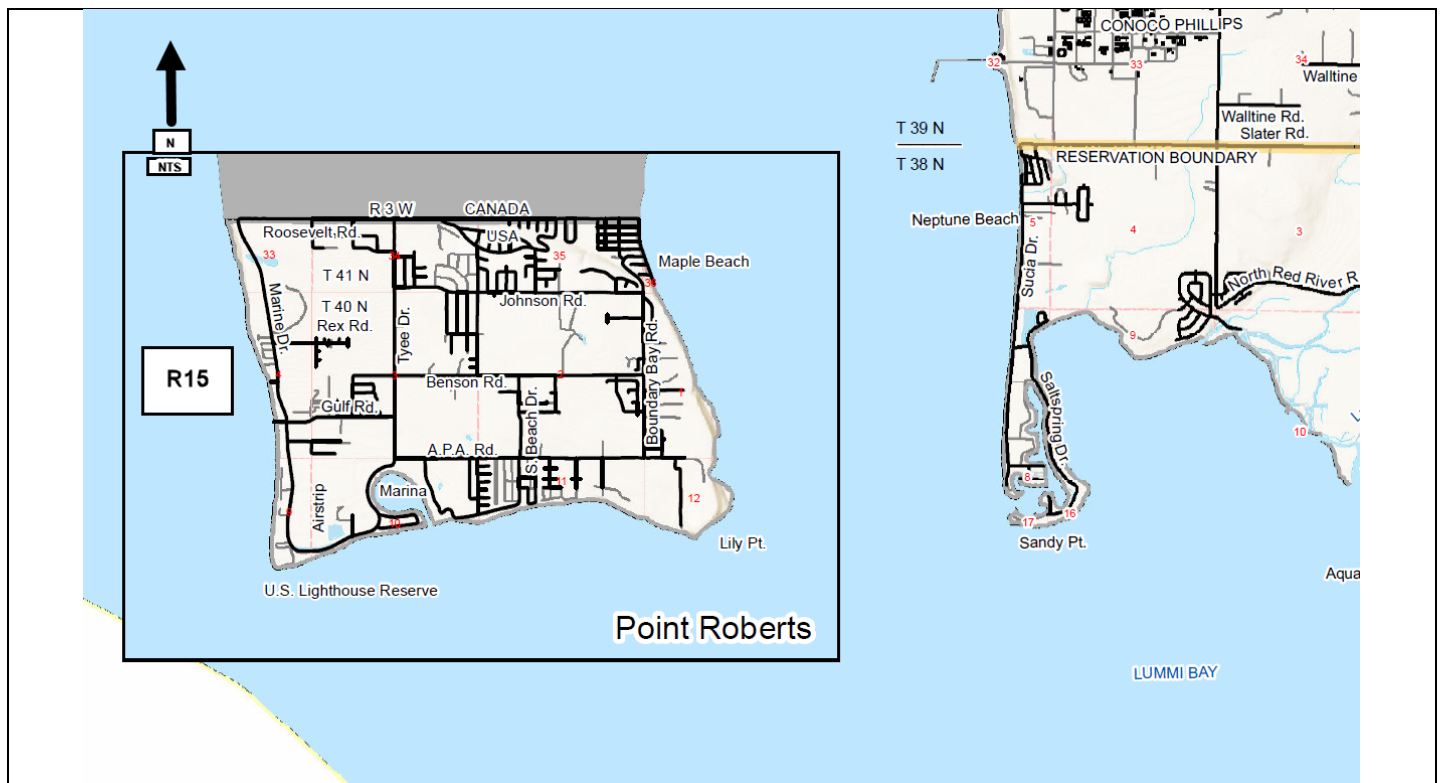
Total Estimated Project Cost: \$150,000

Expenditures to Date: \$400

Funding Sources:

| | |
|---------|-----------|
| Federal | \$0 |
| State | \$0 |
| Local | \$150,000 |

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|--|-----|
| 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

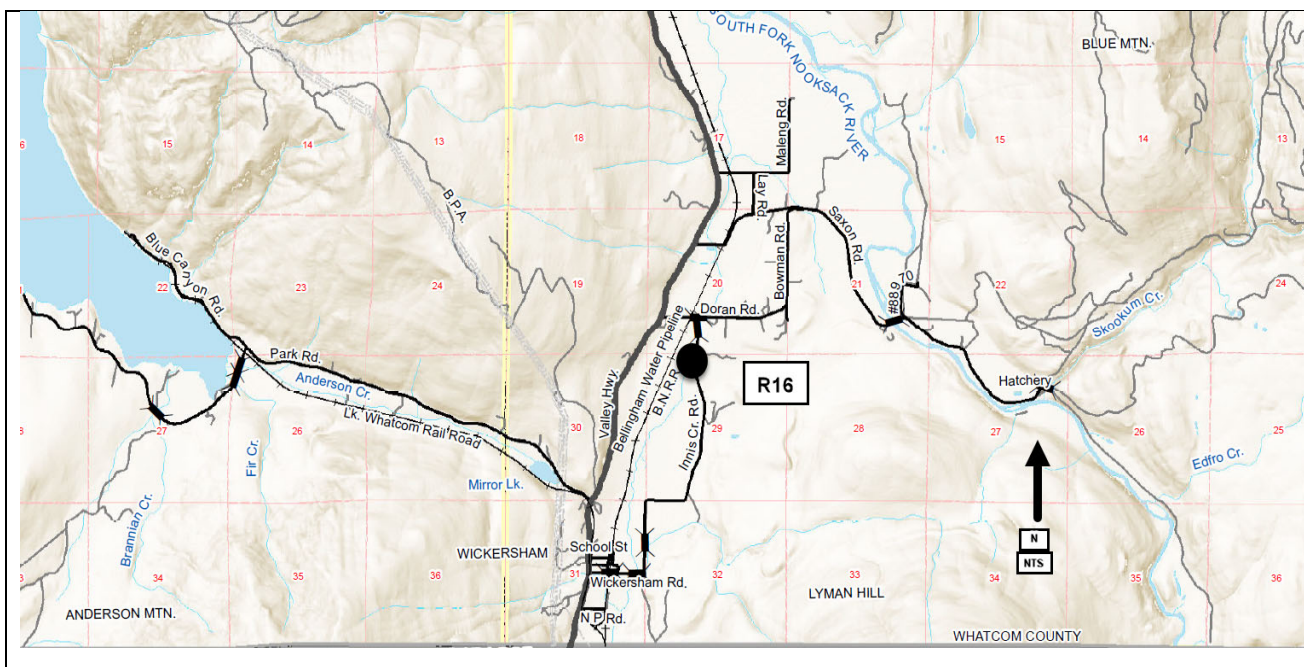
Funding Sources:

| | |
|---------|---------|
| 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 conjunction 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

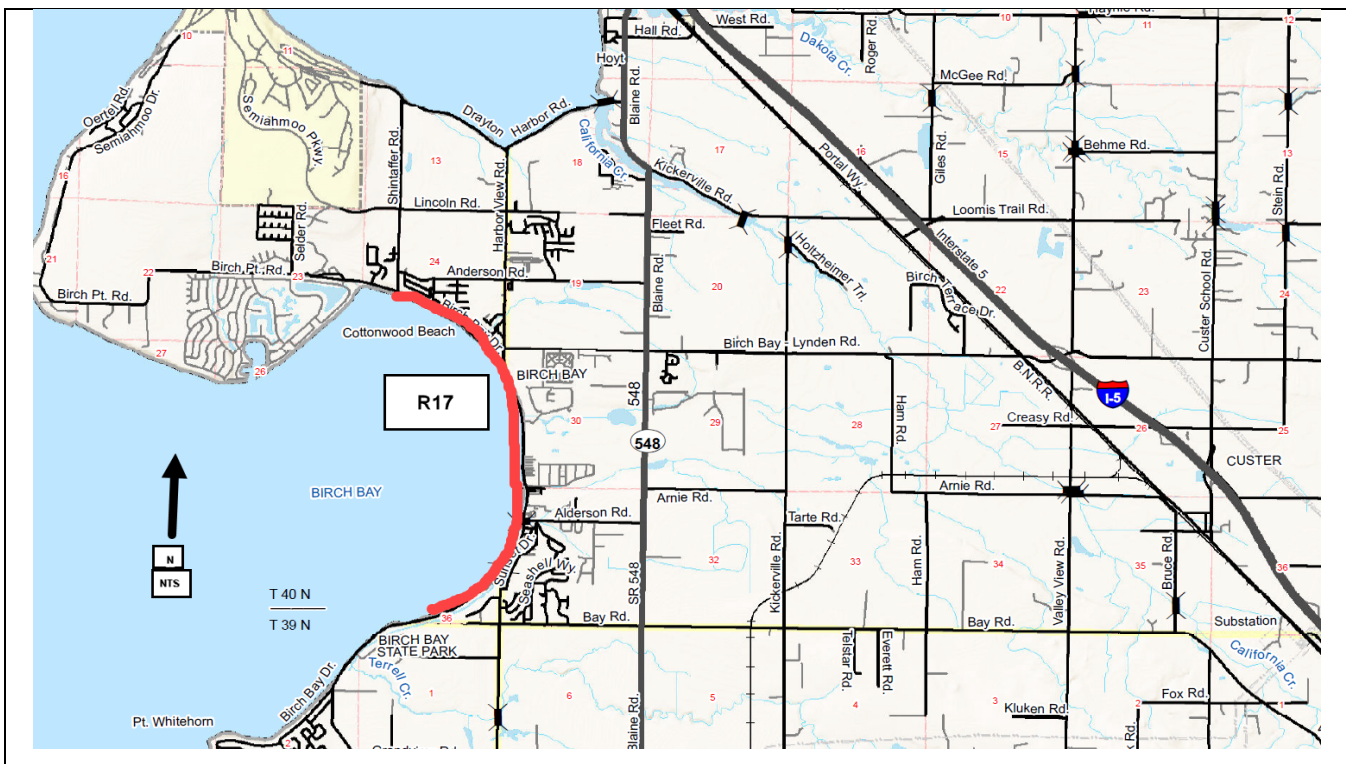
Funding Sources:

| | |
|---------|-------------|
| 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

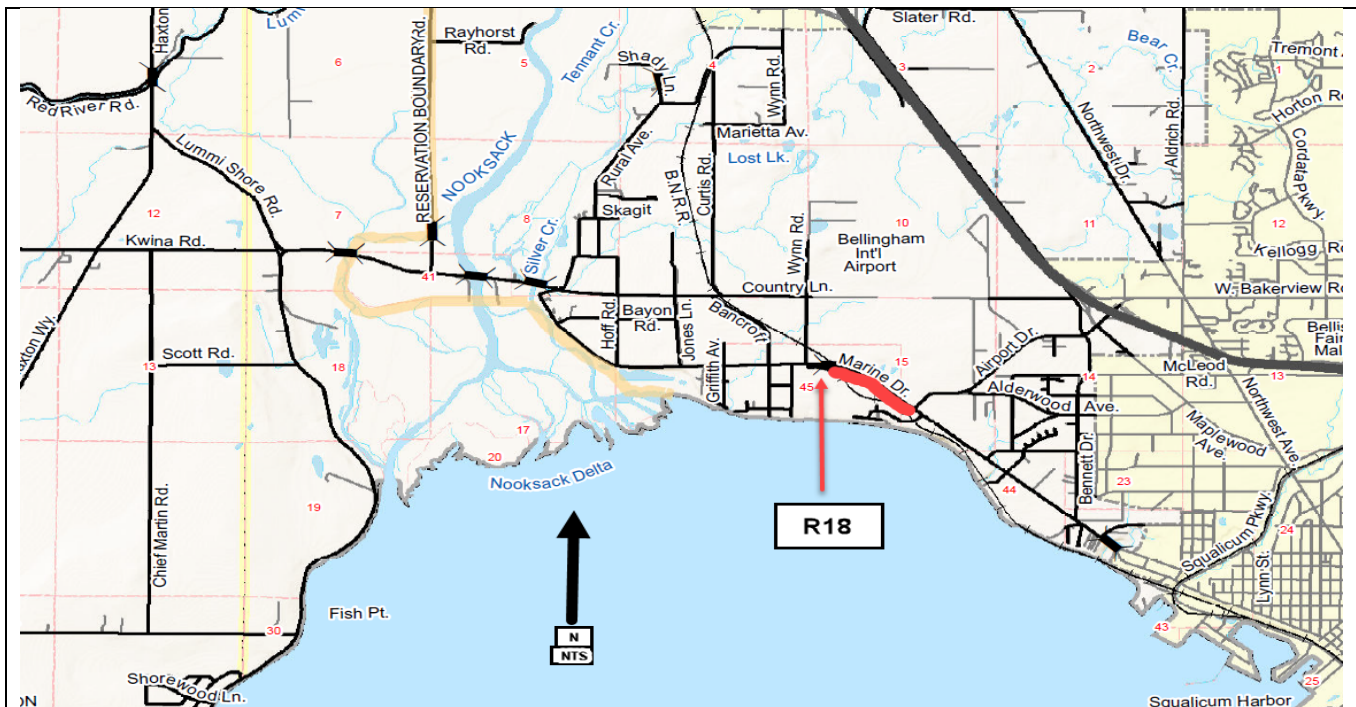
Funding Sources:

| | |
|---------|-------------------------|
| 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

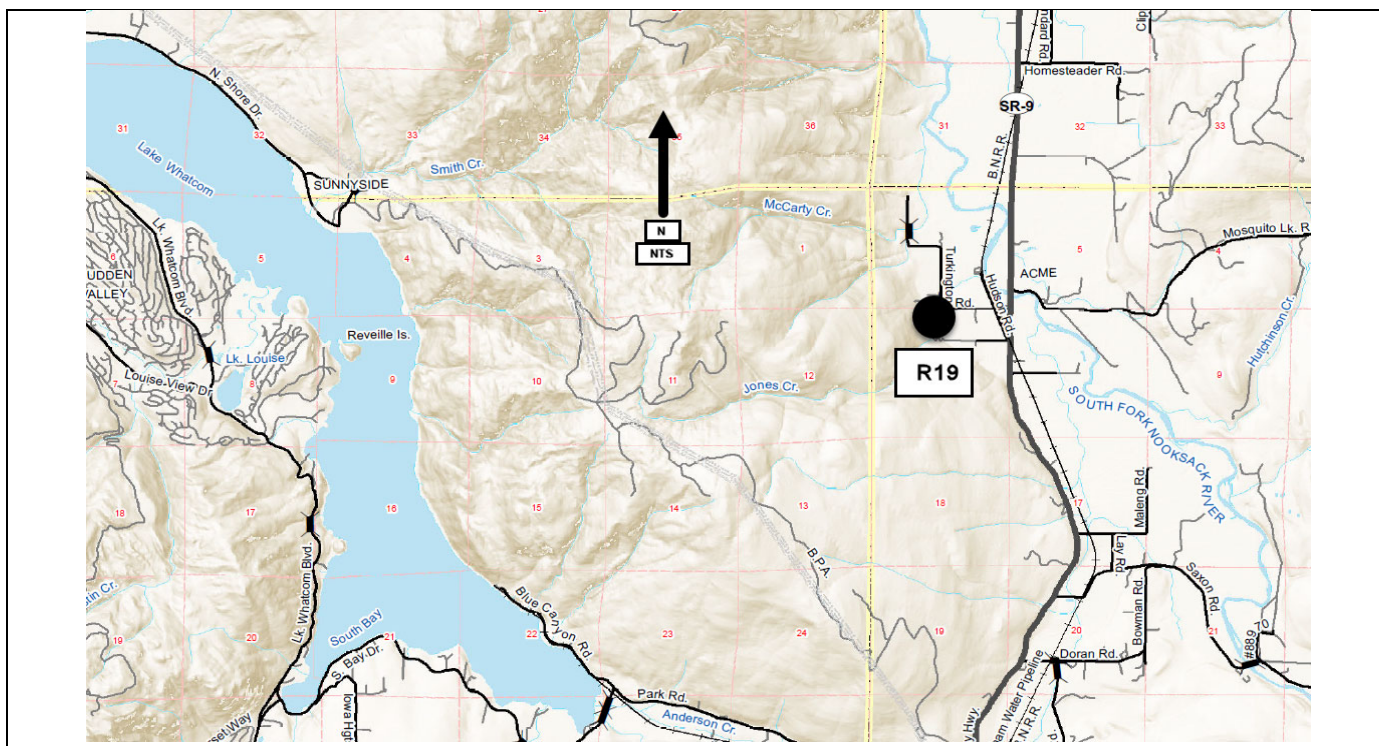
Funding Sources:

| | |
|---------|-----------|
| 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.

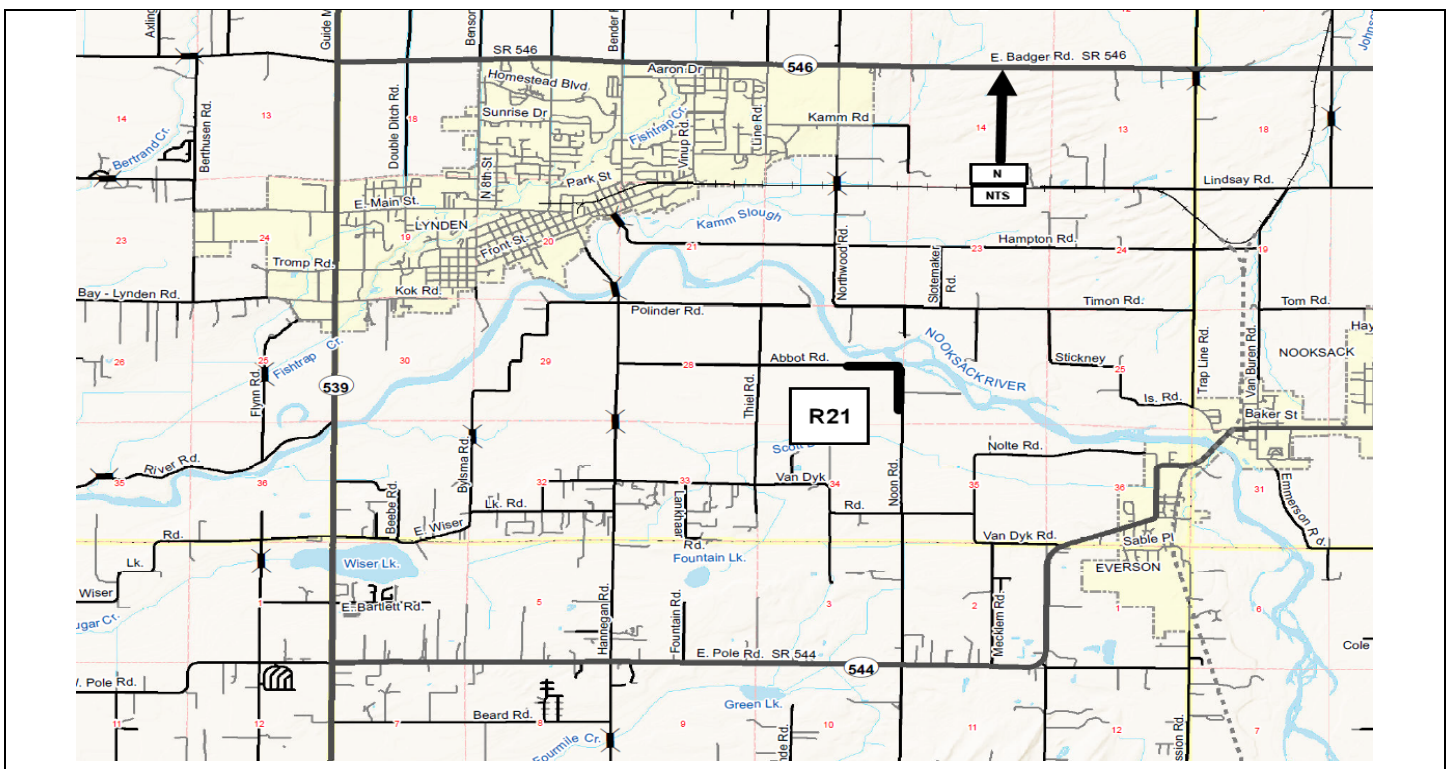
Total Estimated Project Cost: \$10,000

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

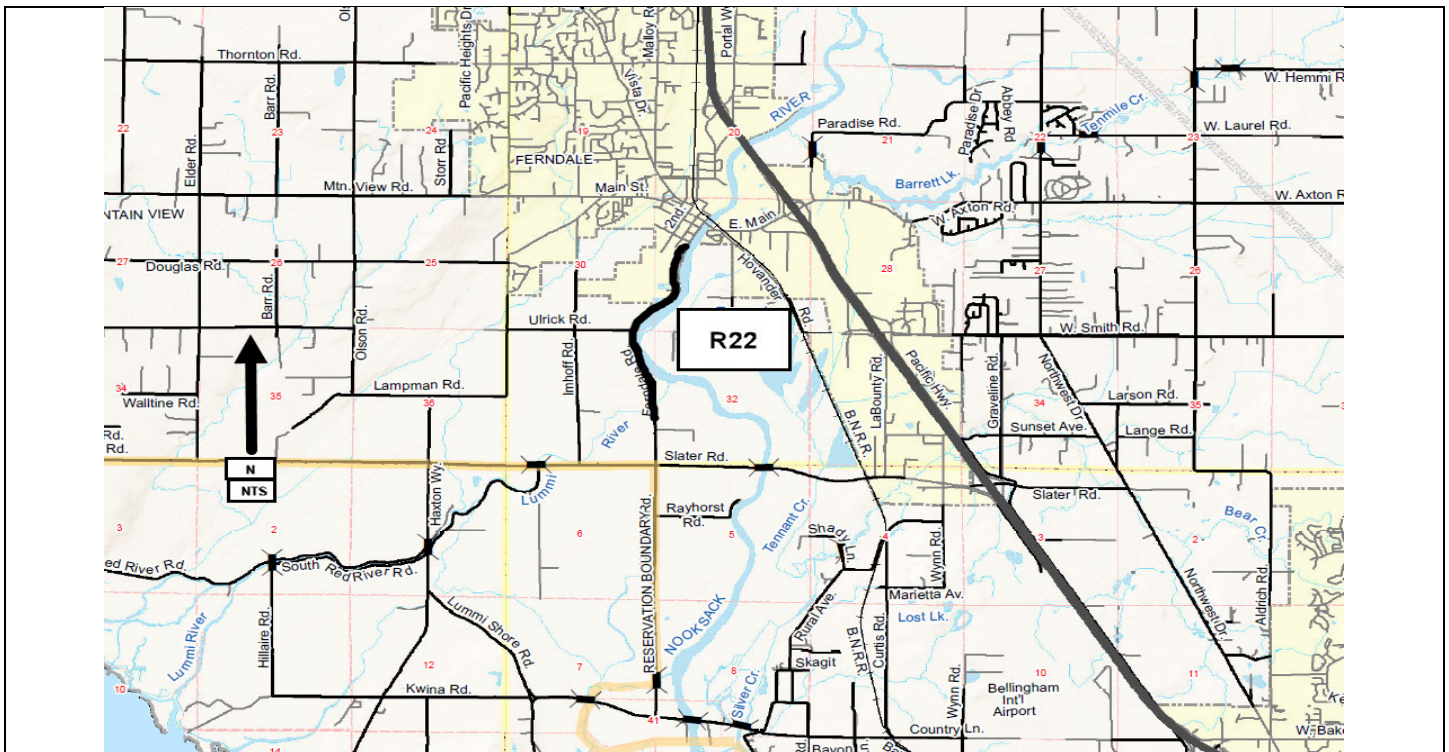
Funding Sources:

| | |
|---------|----------|
| 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.

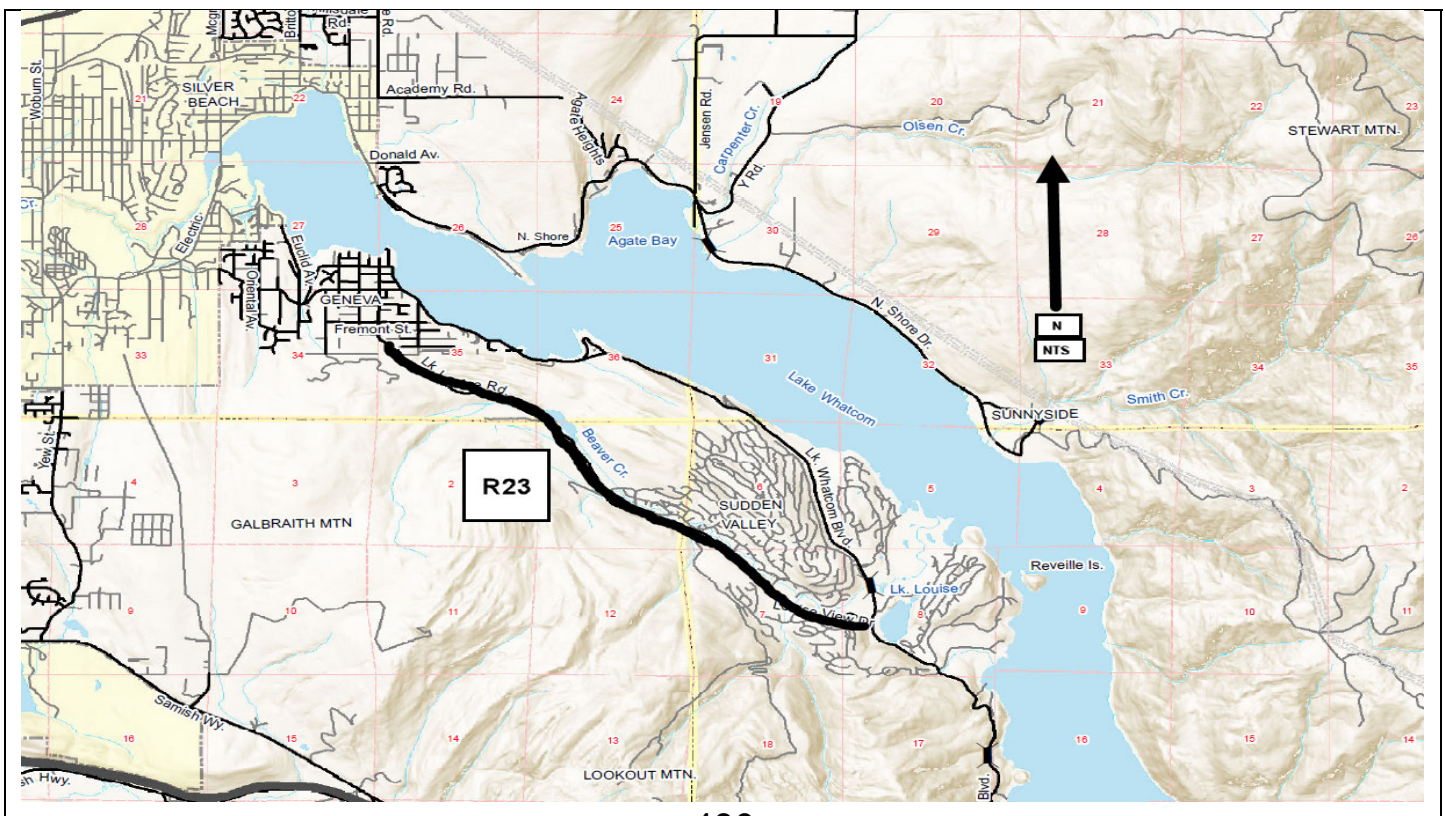
Total Estimated Project Cost: \$2,795,000

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

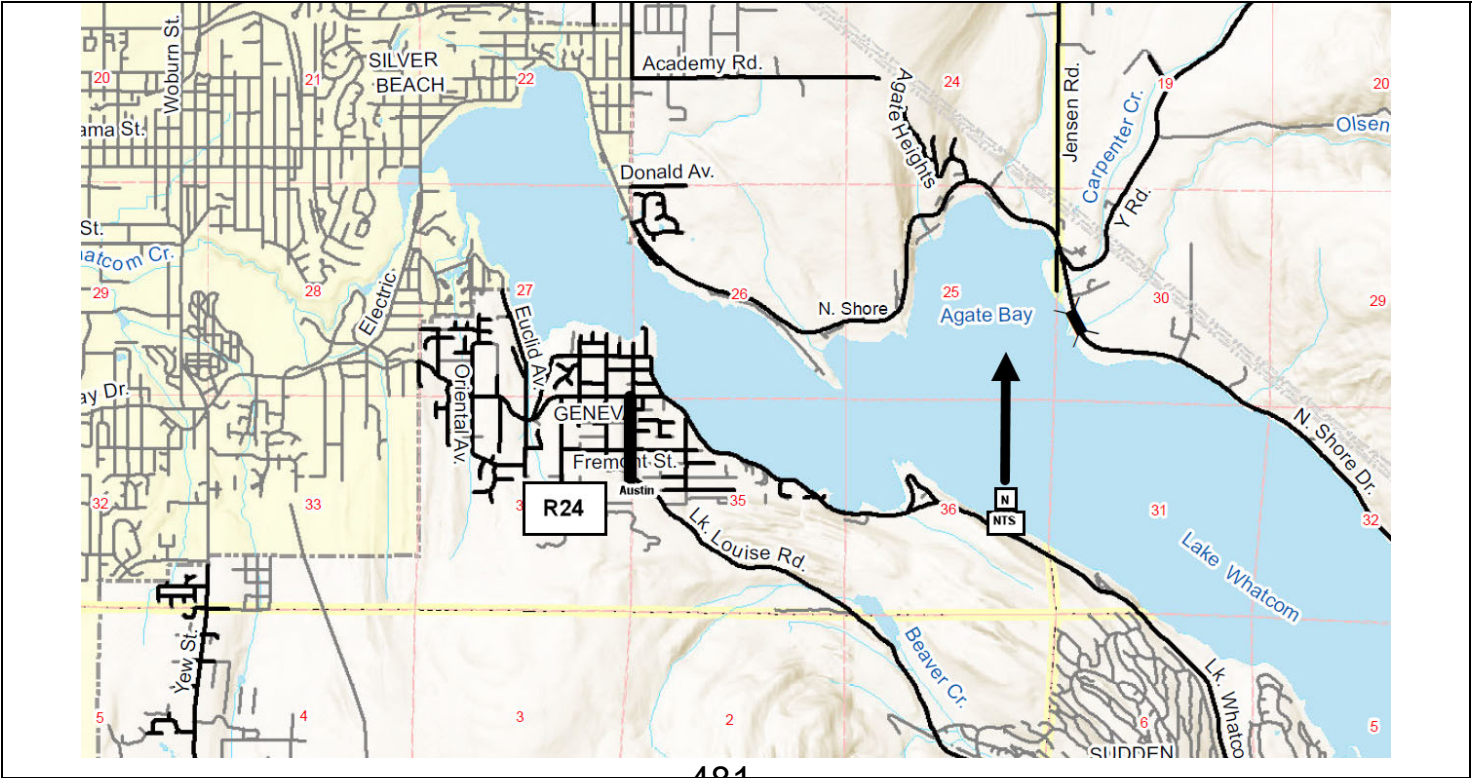
Project Narrative:
This Lakeway Drive/Terrace, City of Bellingham to Cable St. project is located in Sections 34 and 35 of T38N, R3E. The work will involve the structural overlay of approximately 0.4 miles of roadway along with ADA barrier improvements. This project is listed **#R24** on the 2023-2028 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.

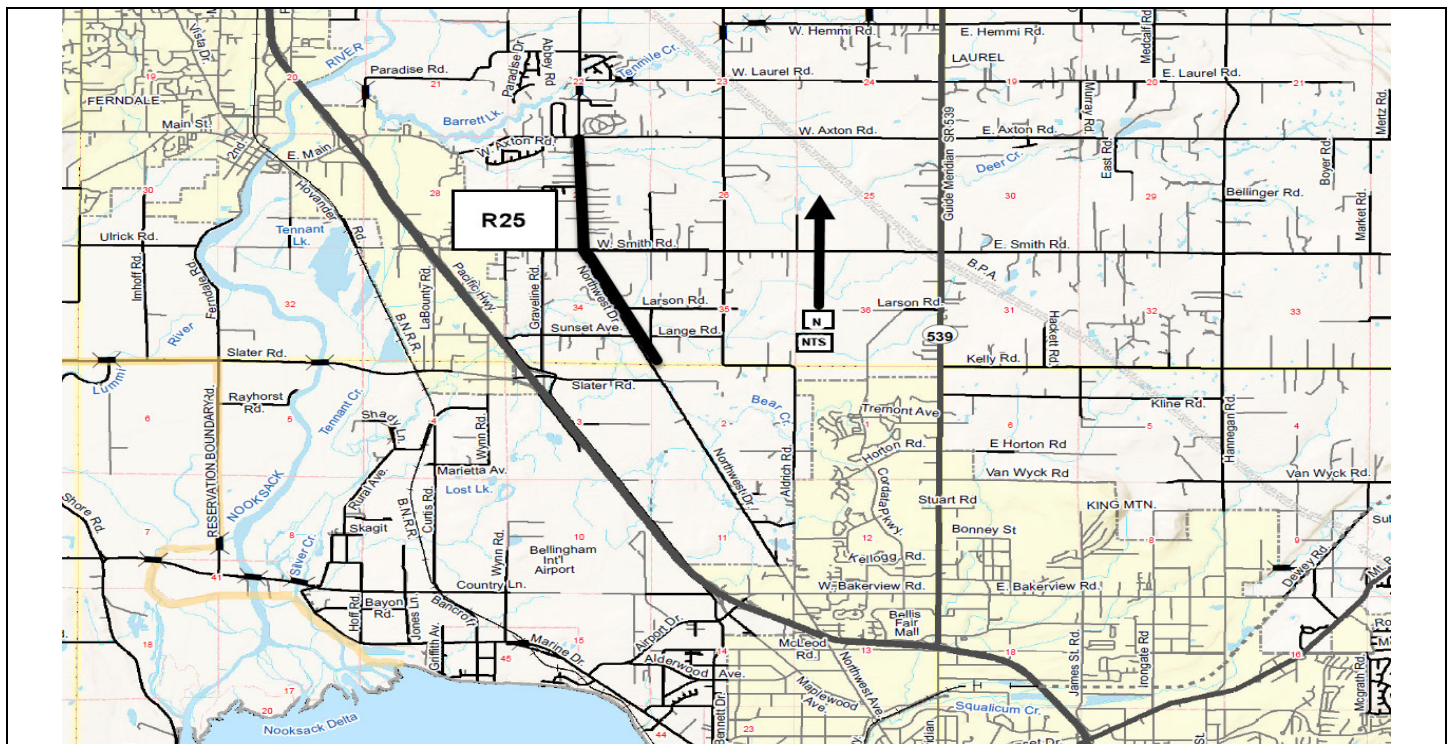
Project Status: Design work will start in 2023, with additional coordination with Facilities to have a pavement rehabilitation project available to implement when construction activity benefits all proposed improvements in the area.

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

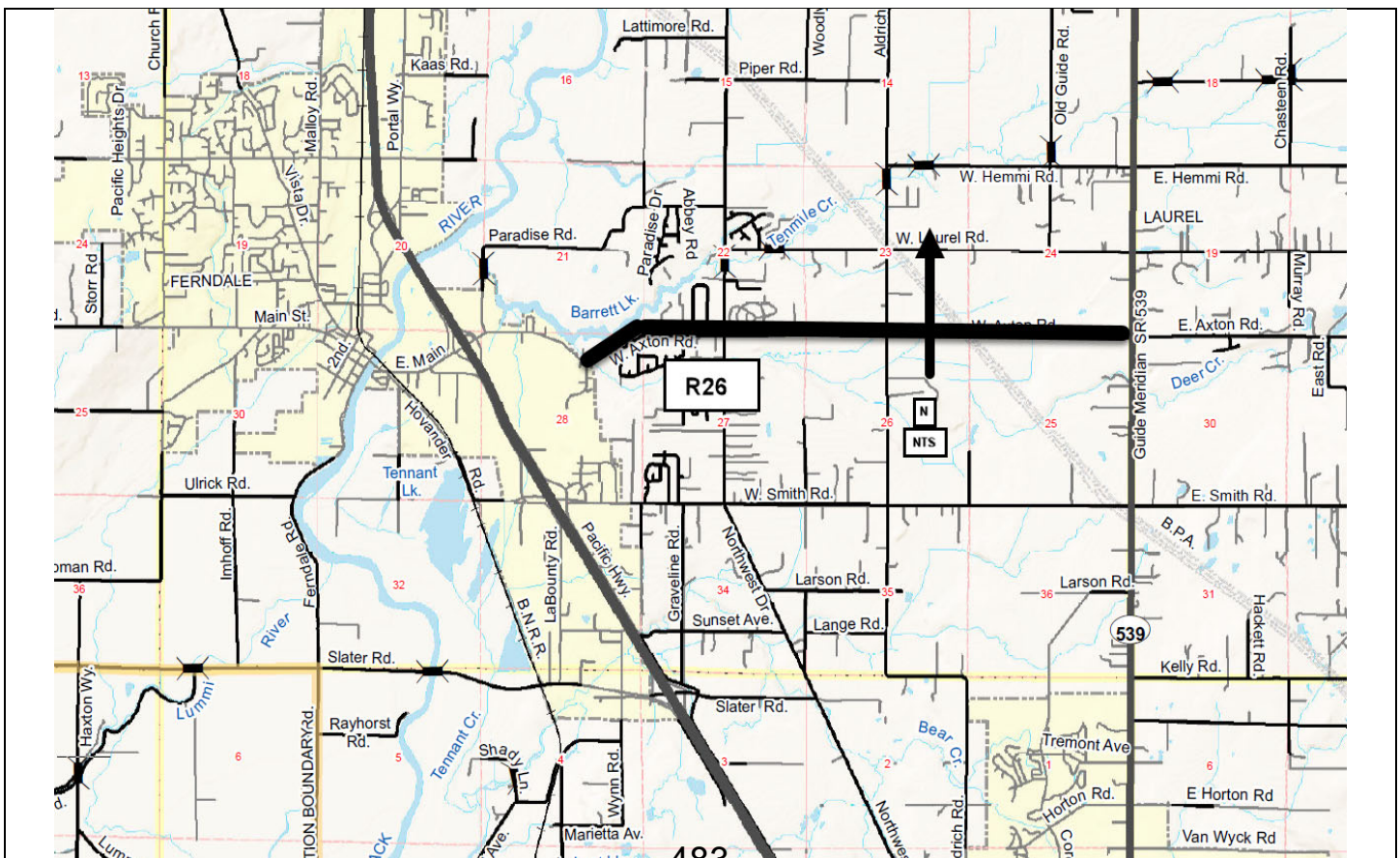
Funding Sources:

| | |
|---------|---------|
| Federal | \$ 0 |
| State | \$ 0 |
| Local | \$5,000 |

Environmental Permitting SEPA

Right-of-Way Acquisition (Estimate) \$0

County Forces (Estimate) TBD



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

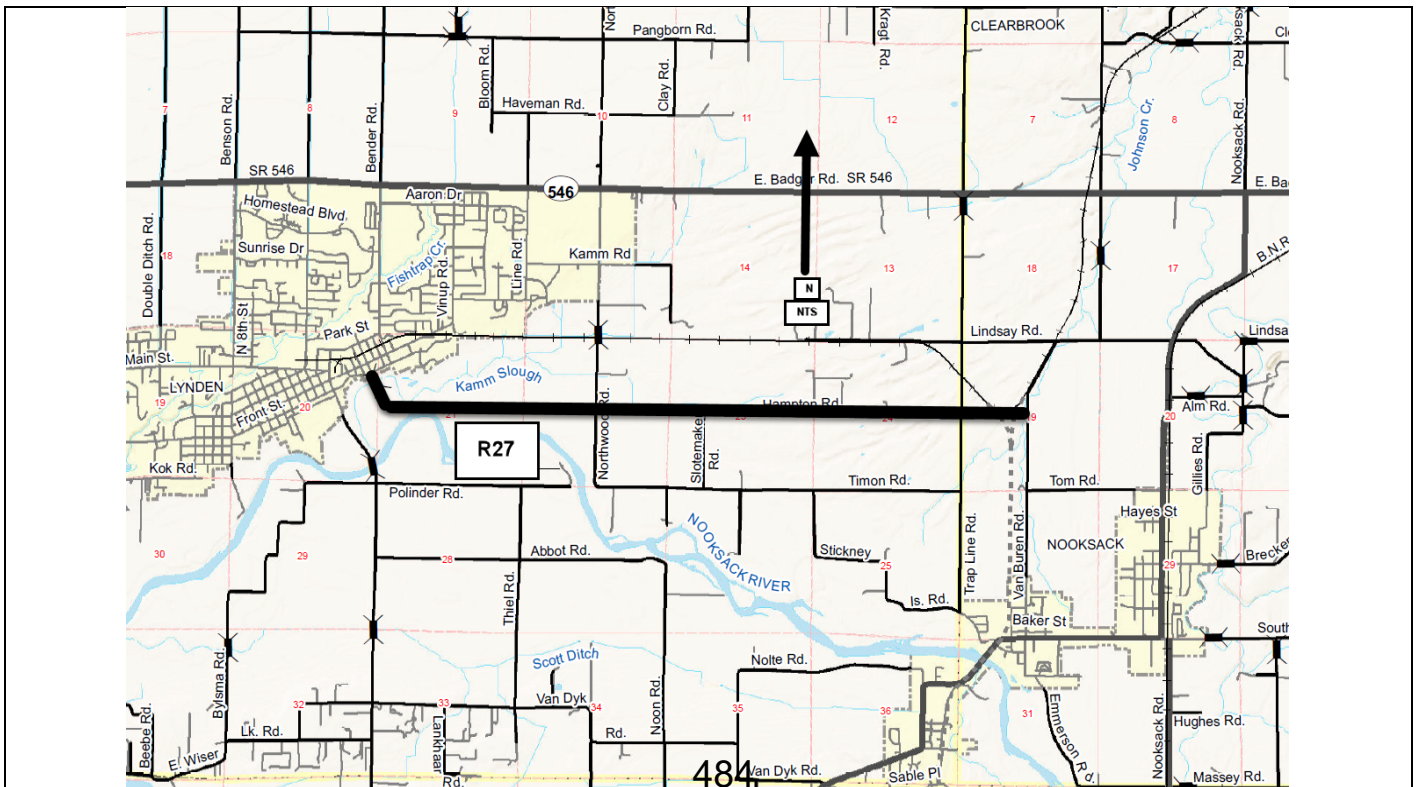
Funding Sources:

| | |
|---------|-------------------|
| 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.

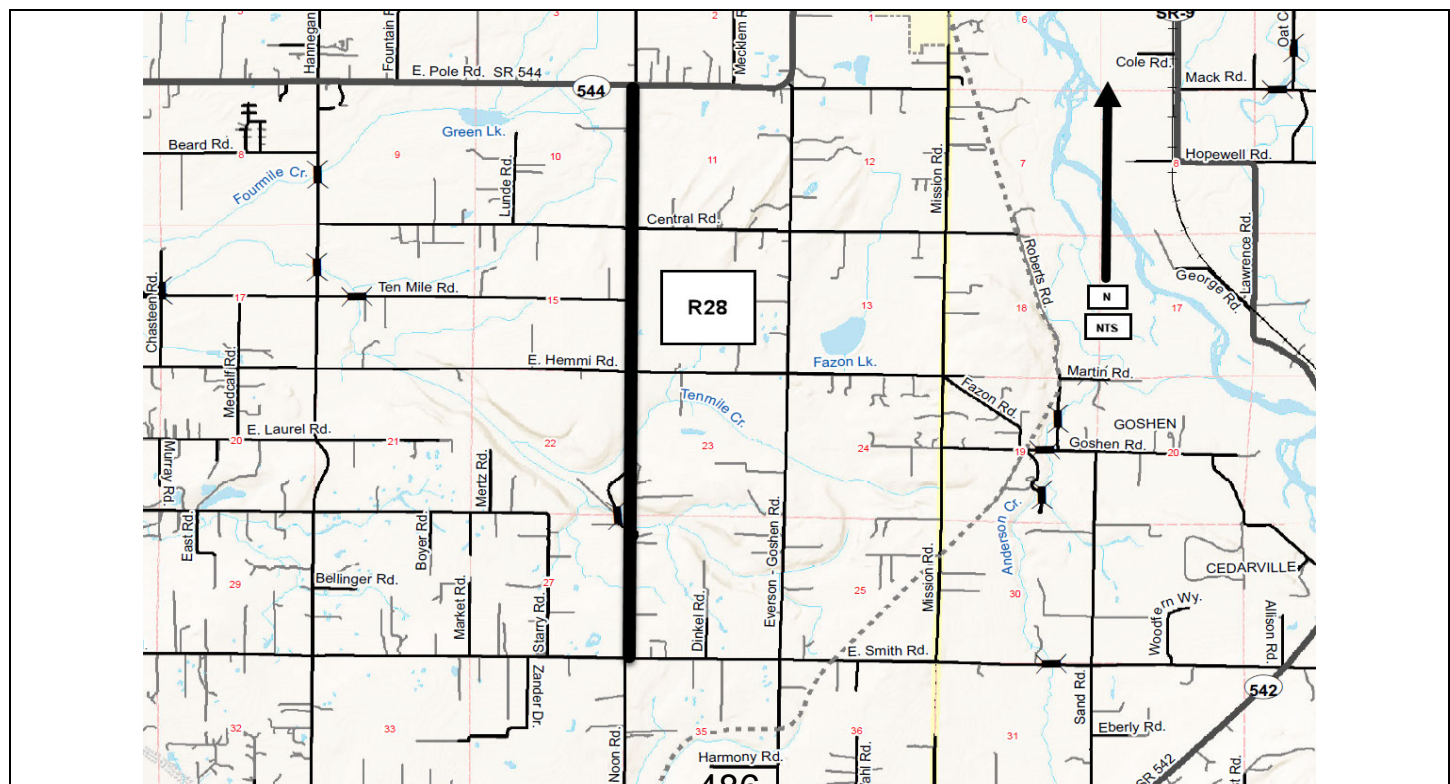
Project Status: Design work will occur in 2026.

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

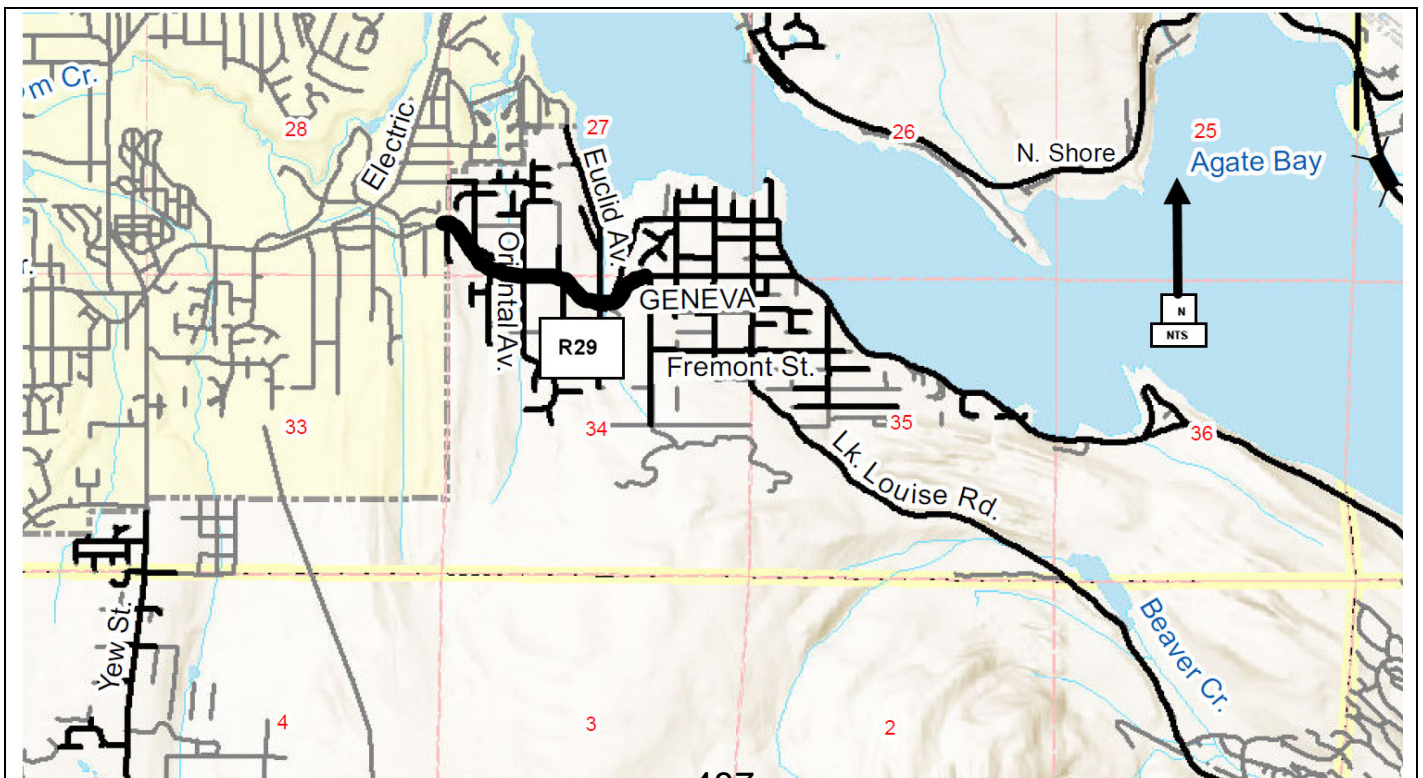
Funding Sources:

| | |
|---------|-----------|
| 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

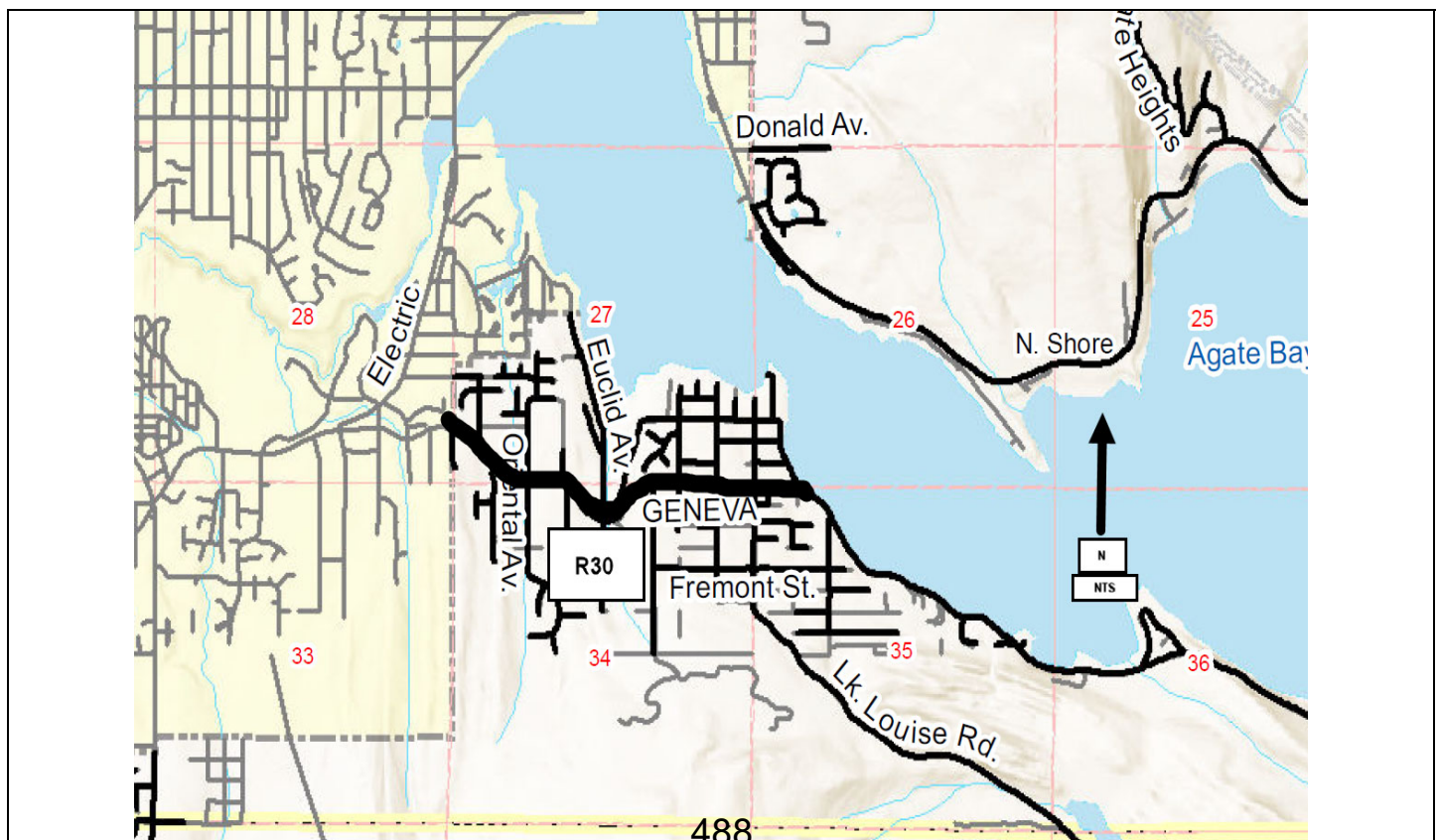
Funding Sources:

| | |
|---------|----------|
| 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

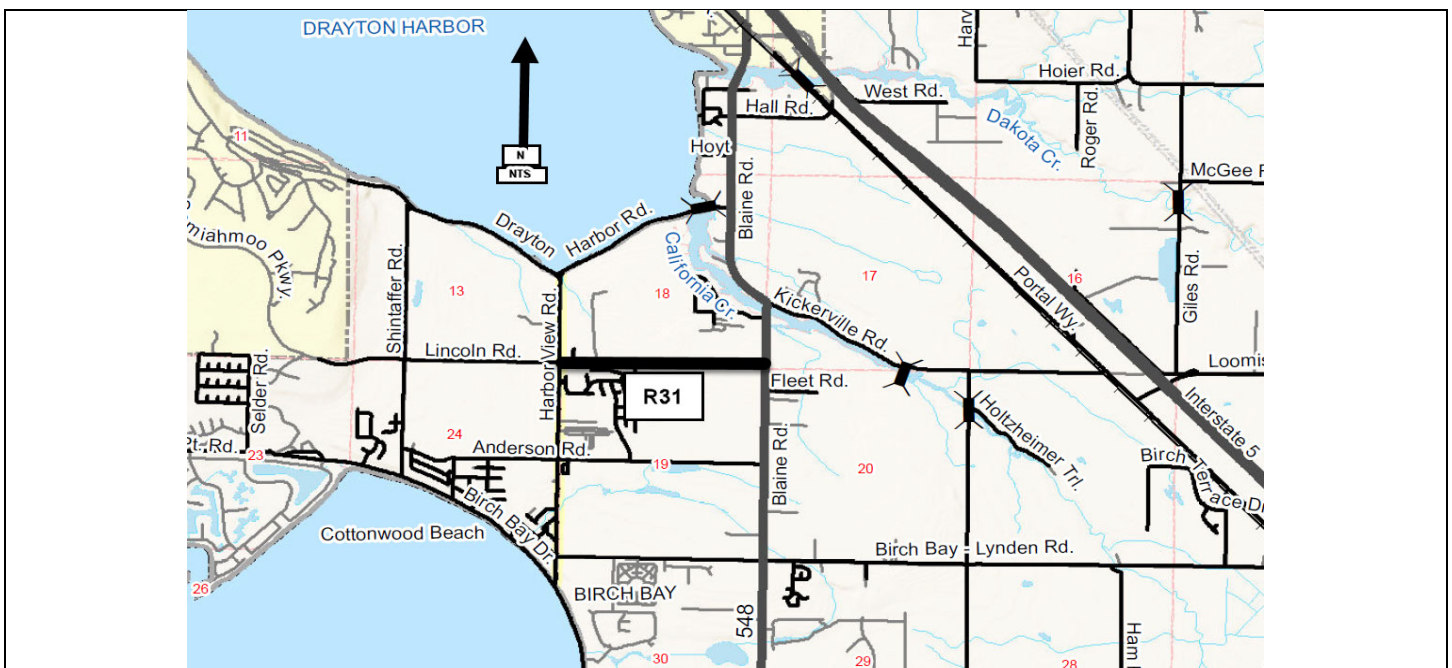
Funding Sources:

| | |
|---------|----------|
| 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

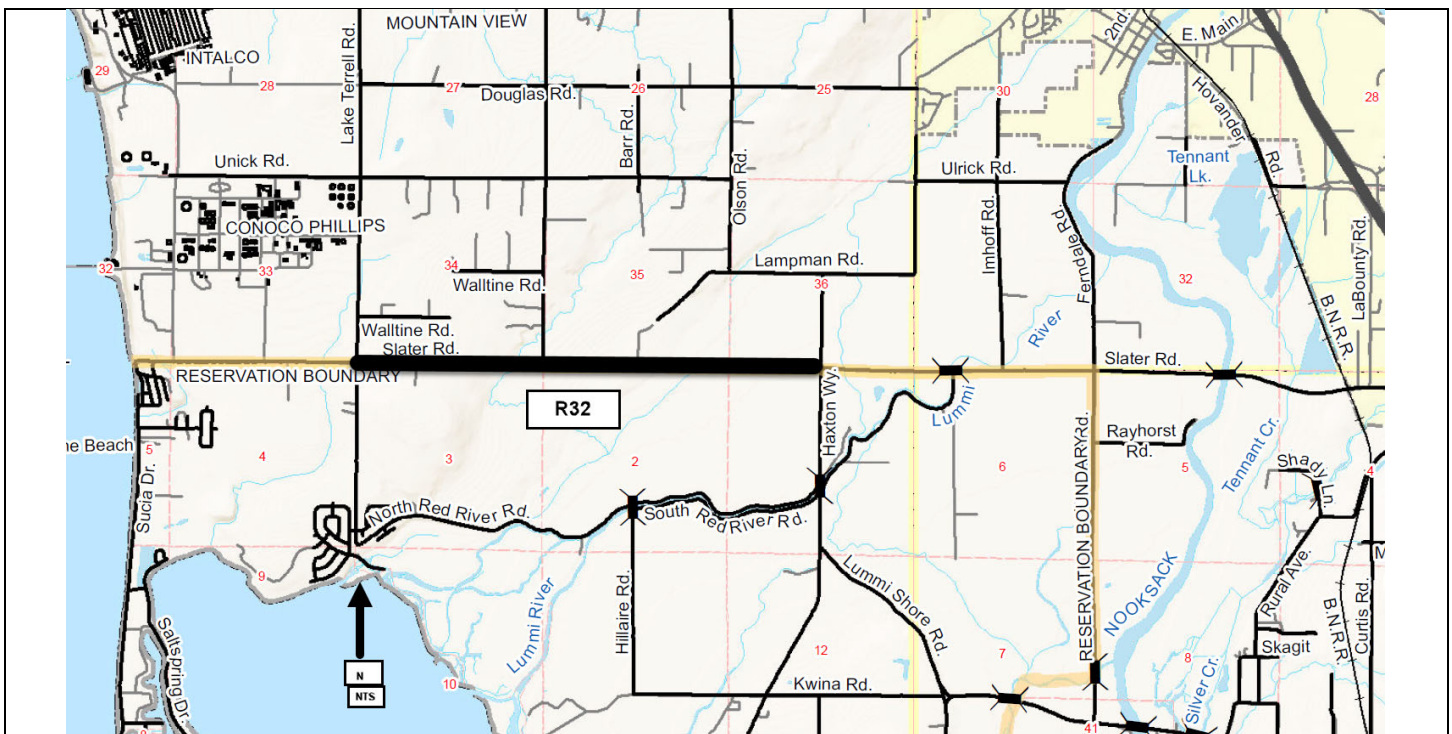
Funding Sources:

| | |
|---------|----------|
| 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

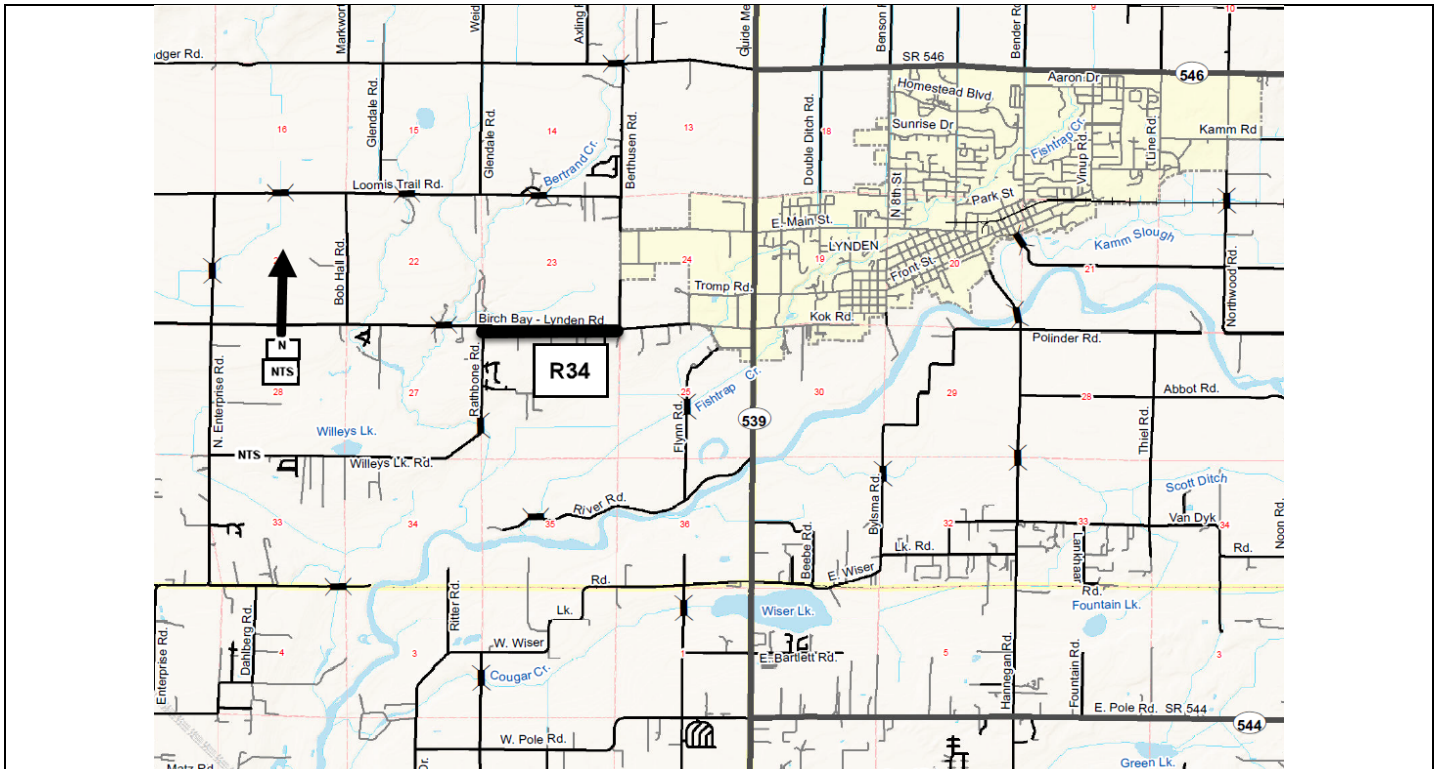
Funding Sources:

| | |
|---------|-------------|
| 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

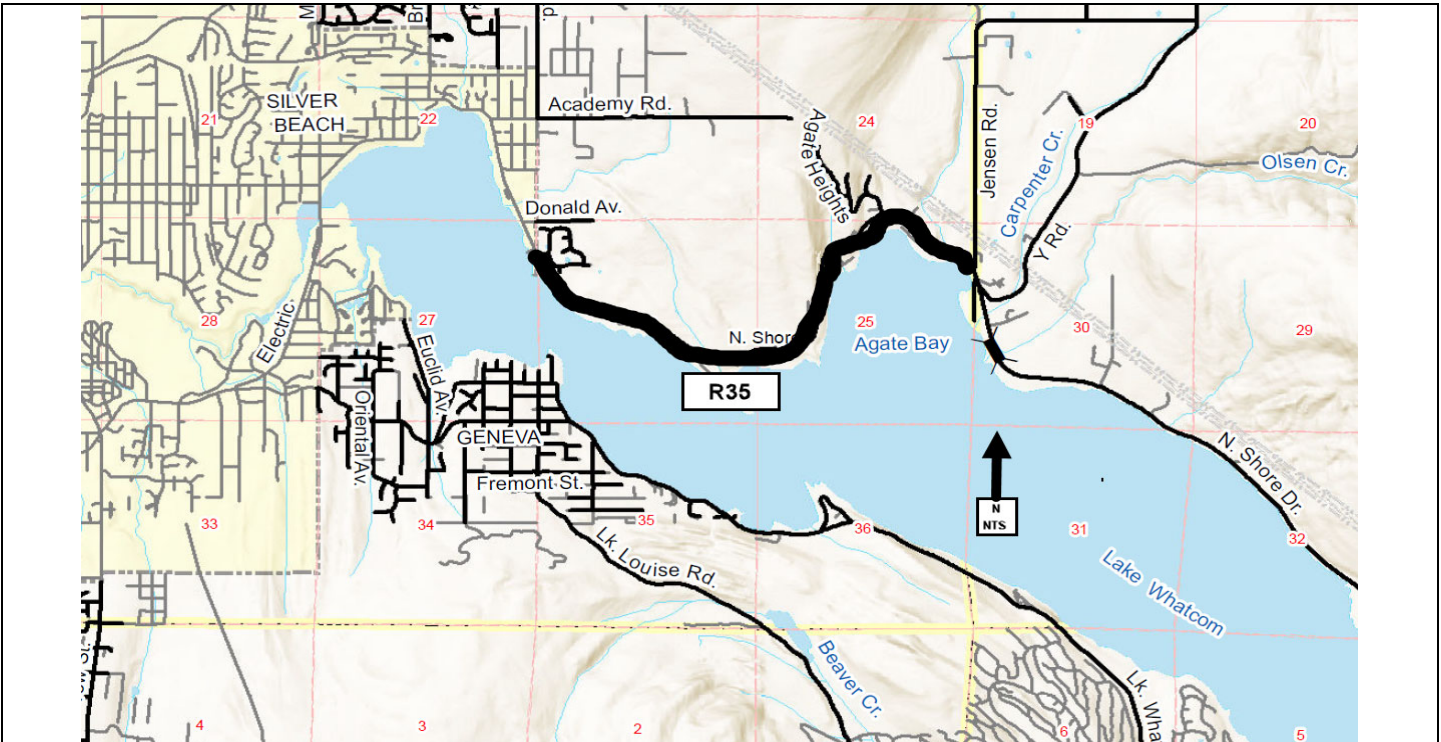
Project Narrative:
This project is located in Sections 25 and 26, T38N, R3E. The work will involve improvements to a 2.87 mile section of the North Shore Road from the Bellingham City Limits to ‘Y’ Road, including: various improvements to address horizontal and vertical alignment deficiencies; spot safety 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 |



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

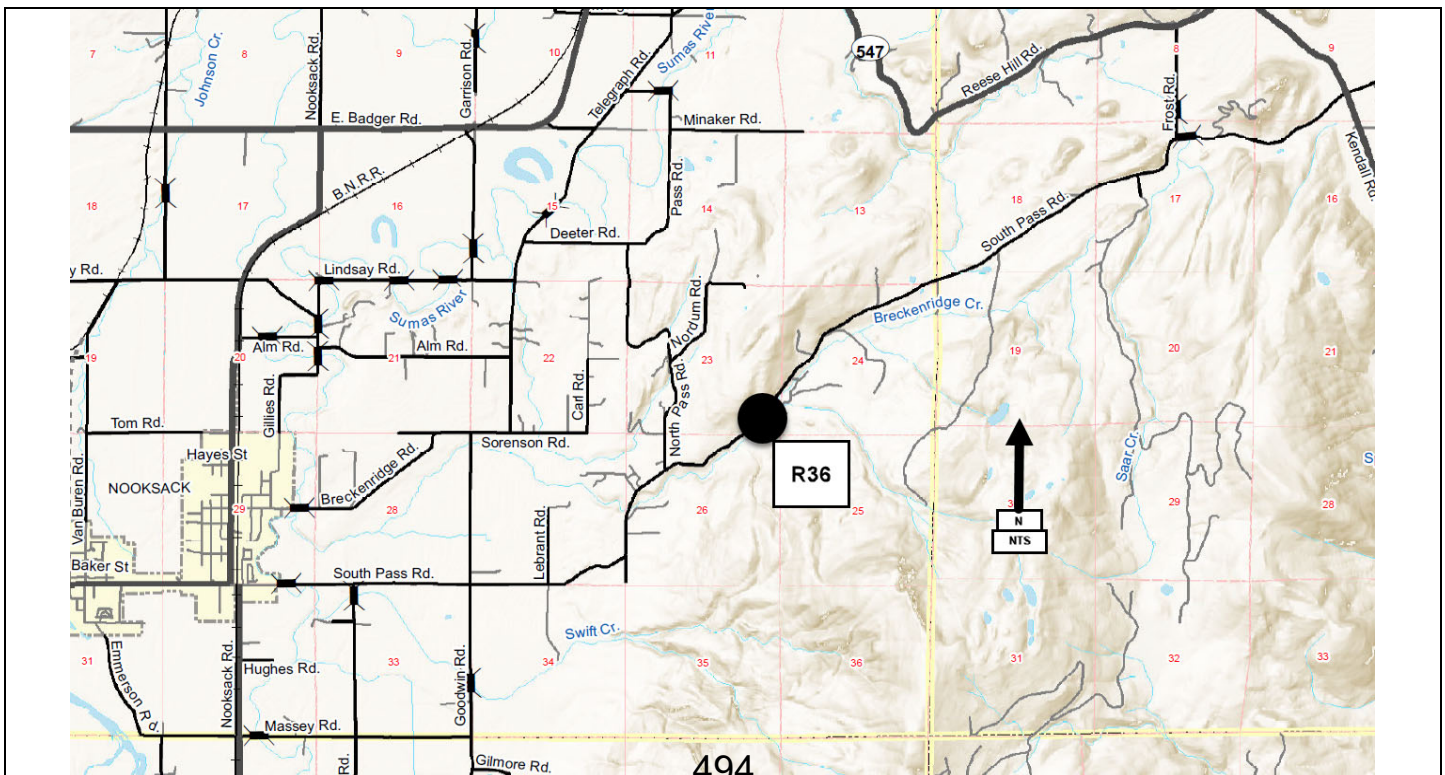
Funding Sources:

| | |
|---------|-----------|
| 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

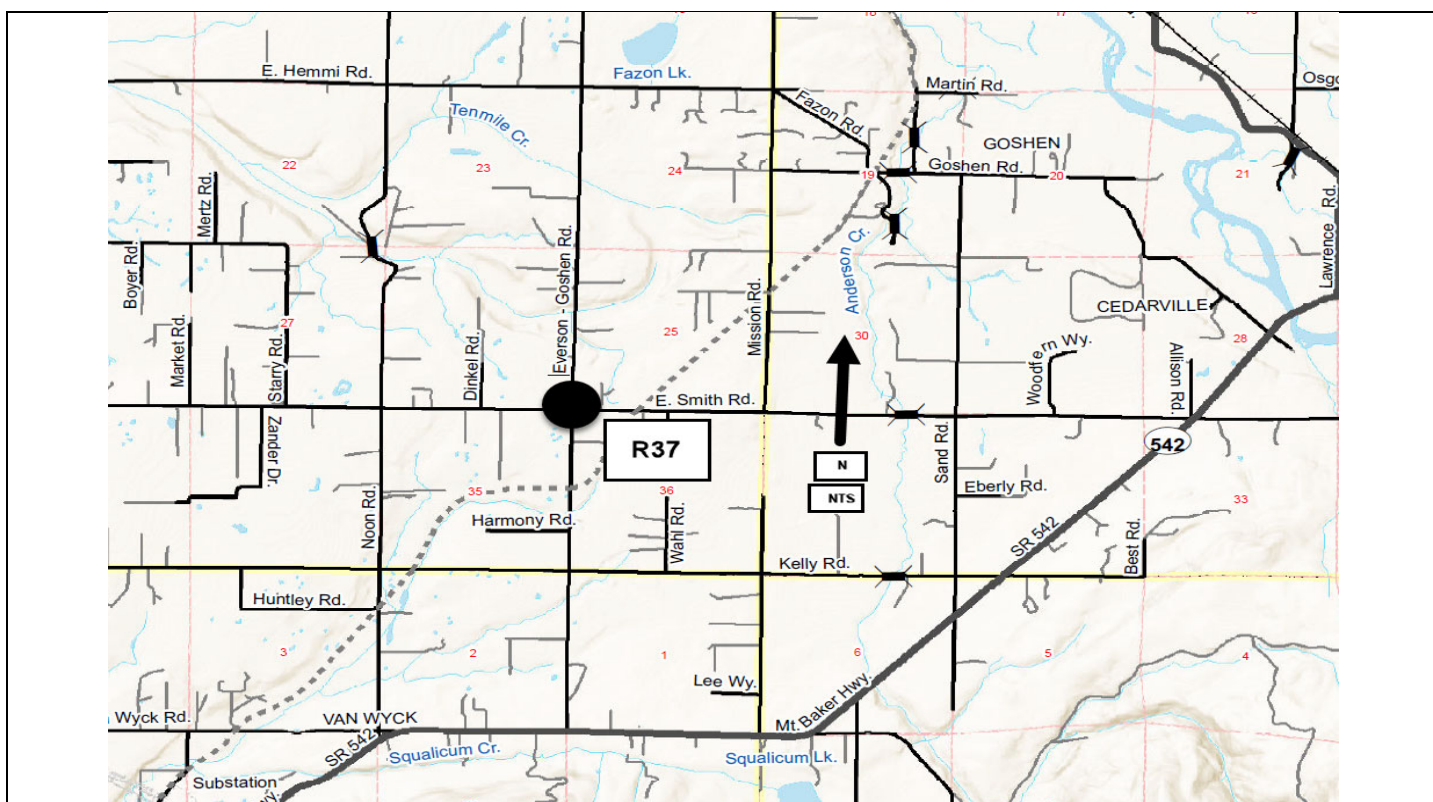
Funding Sources:

| | |
|---------|----------|
| 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 conjunction 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

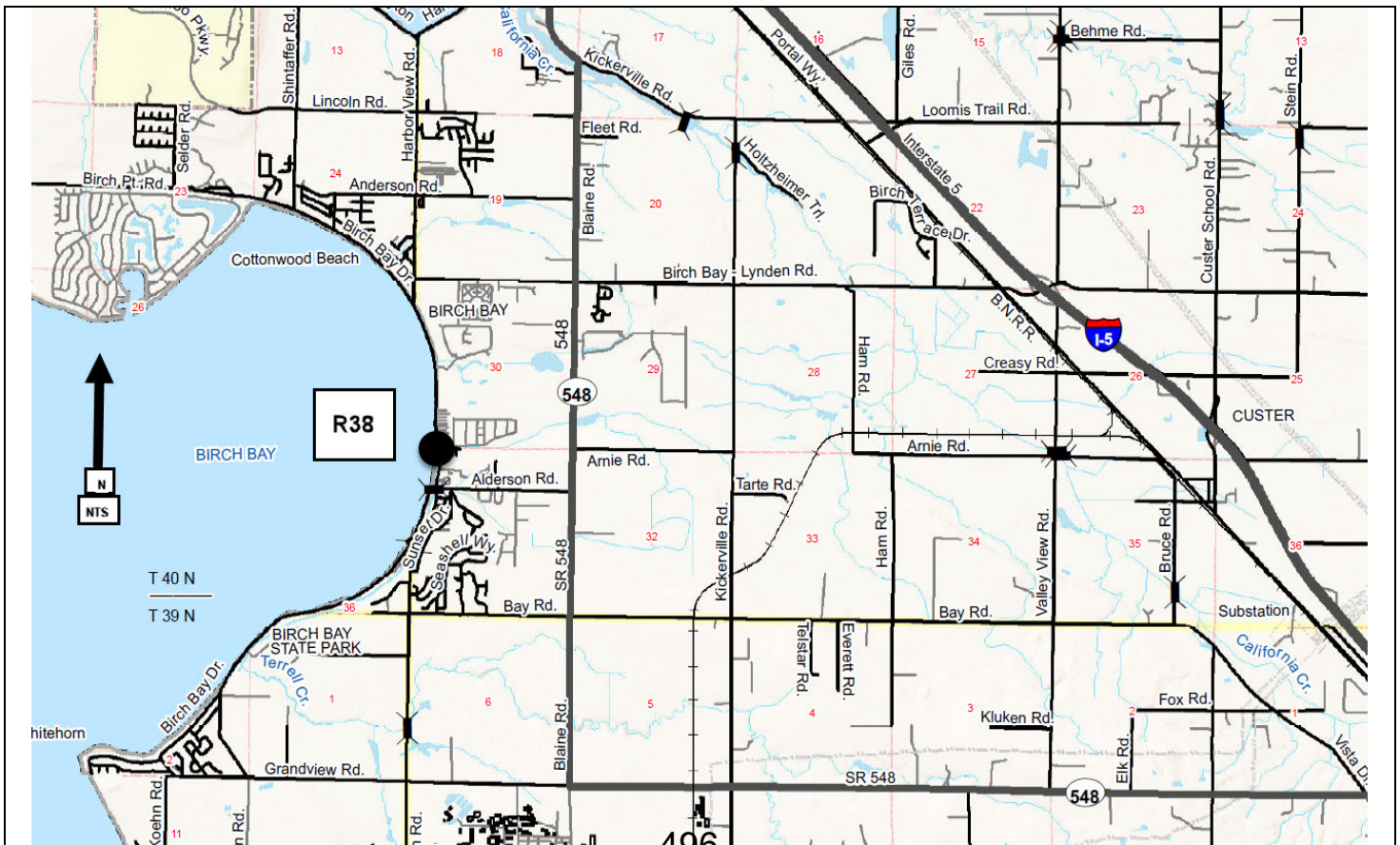
Funding Sources:

| | |
|---------|----------|
| 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

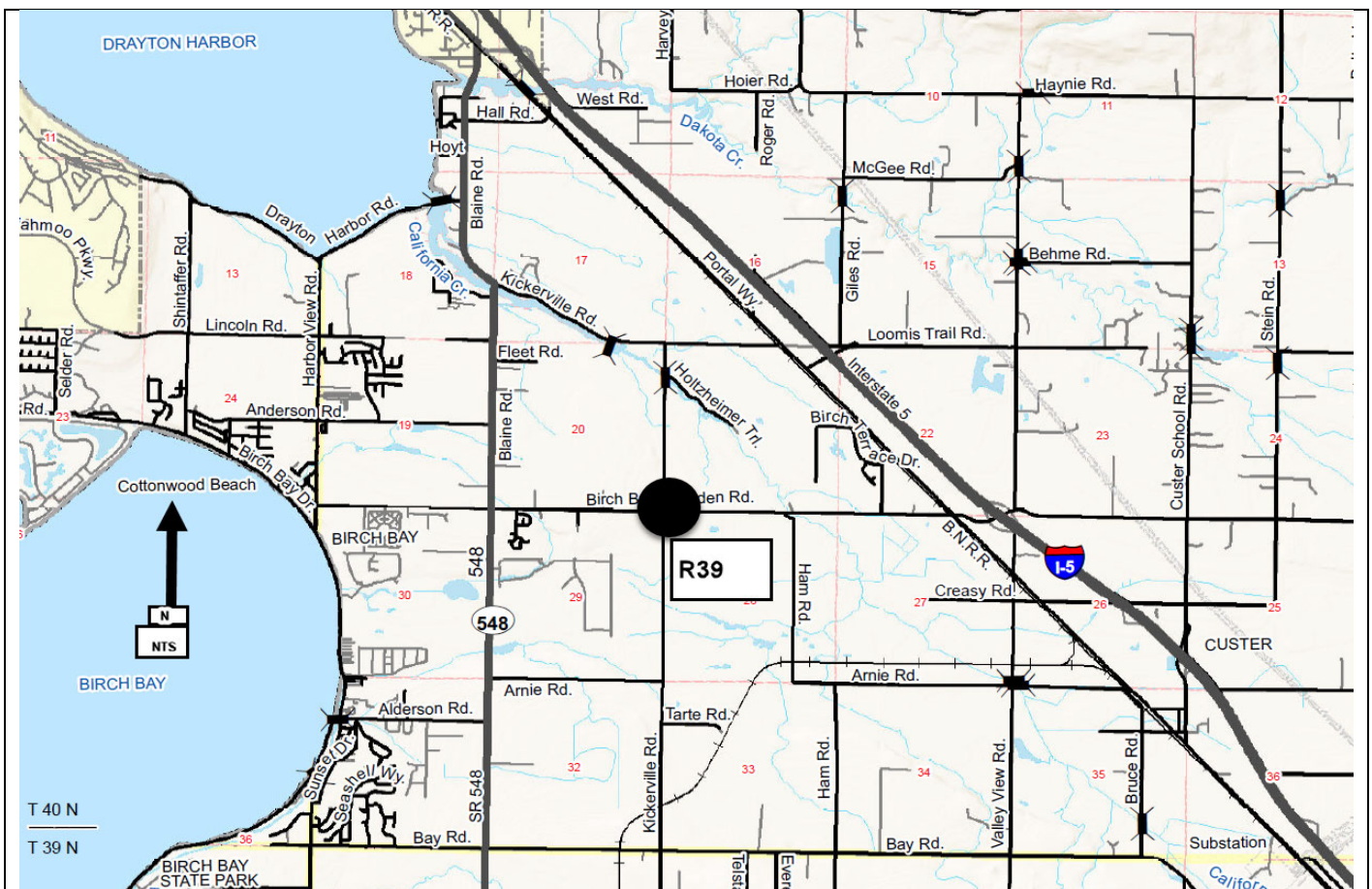
Funding Sources:

| | |
|---------|-------------------|
| 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.

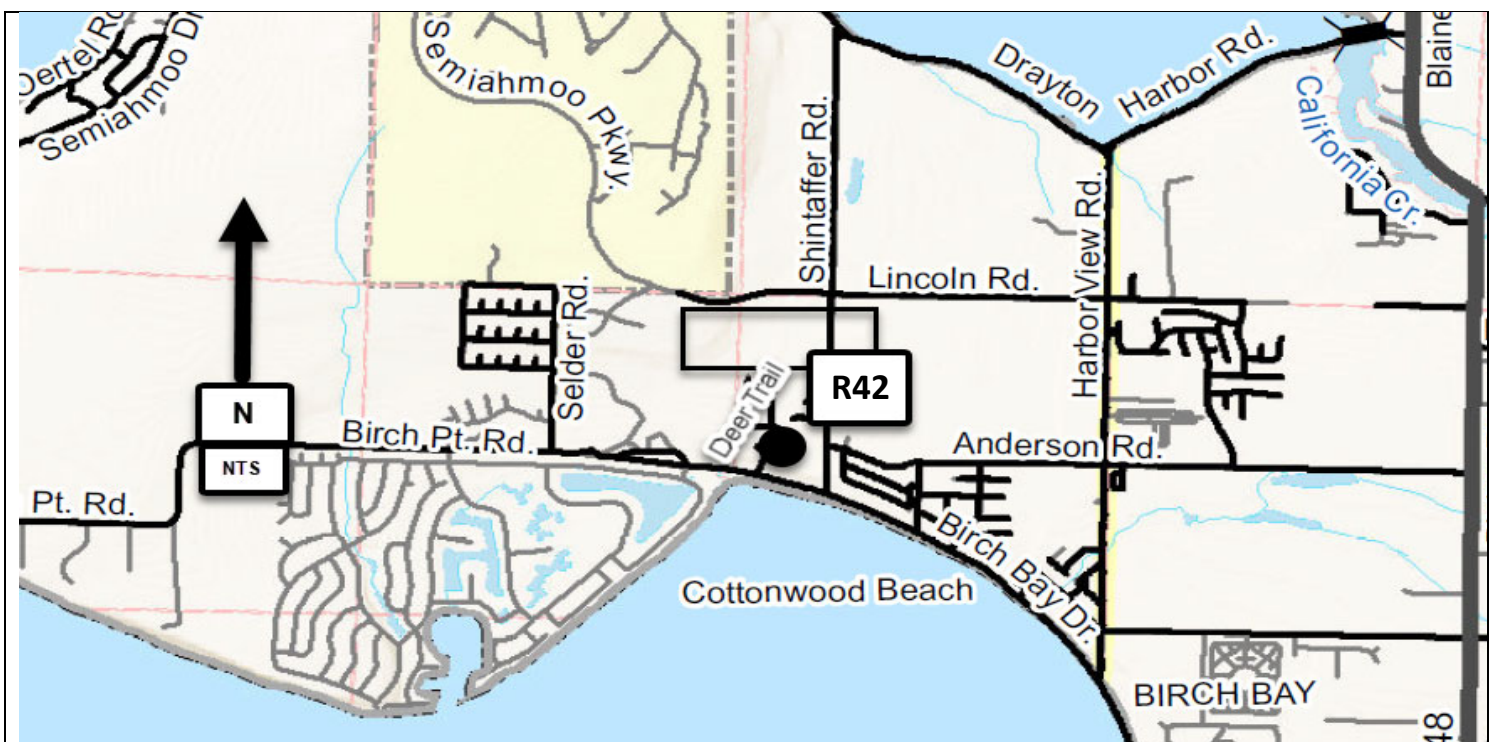
Project Status: Construction is underway and expected to be substantially complete by November 2022. Additional work items and monitoring may continue into early 2023

Total Estimated Project Cost (2023): \$130,000

Expenditures to Date: \$ 97,700

| | |
|-------------------------|-----------|
| Funding Sources: | Local |
| Federal | \$ 0 |
| State | \$ 0 |
| Local | \$130,000 |

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|--|----------|
| 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 initiated in 2023.

Total Estimated Project Cost: \$ 15,000

Expenditures to Date: \$ 0

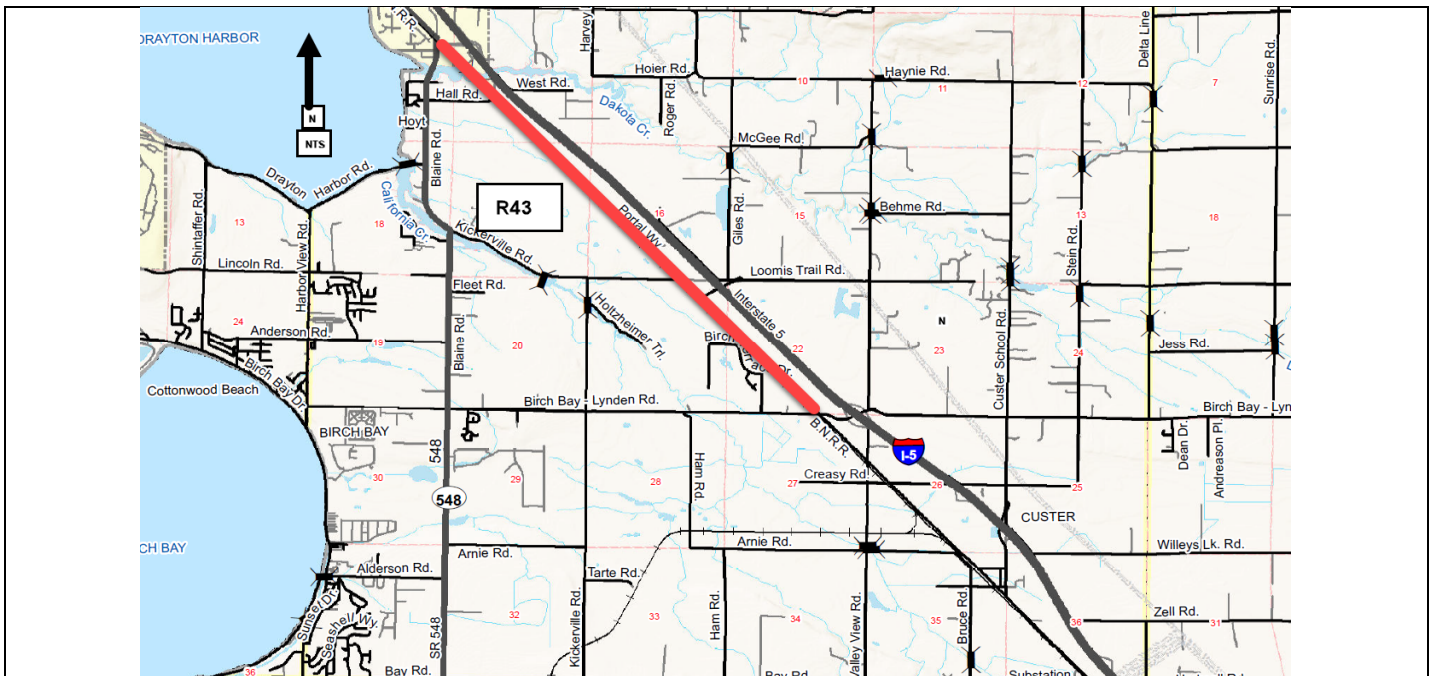
Funding Sources:

| | |
|---------|----------|
| 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 initiated in 2023.

Total Estimated Project Cost: \$ 15,000

Expenditures to Date: \$ 0

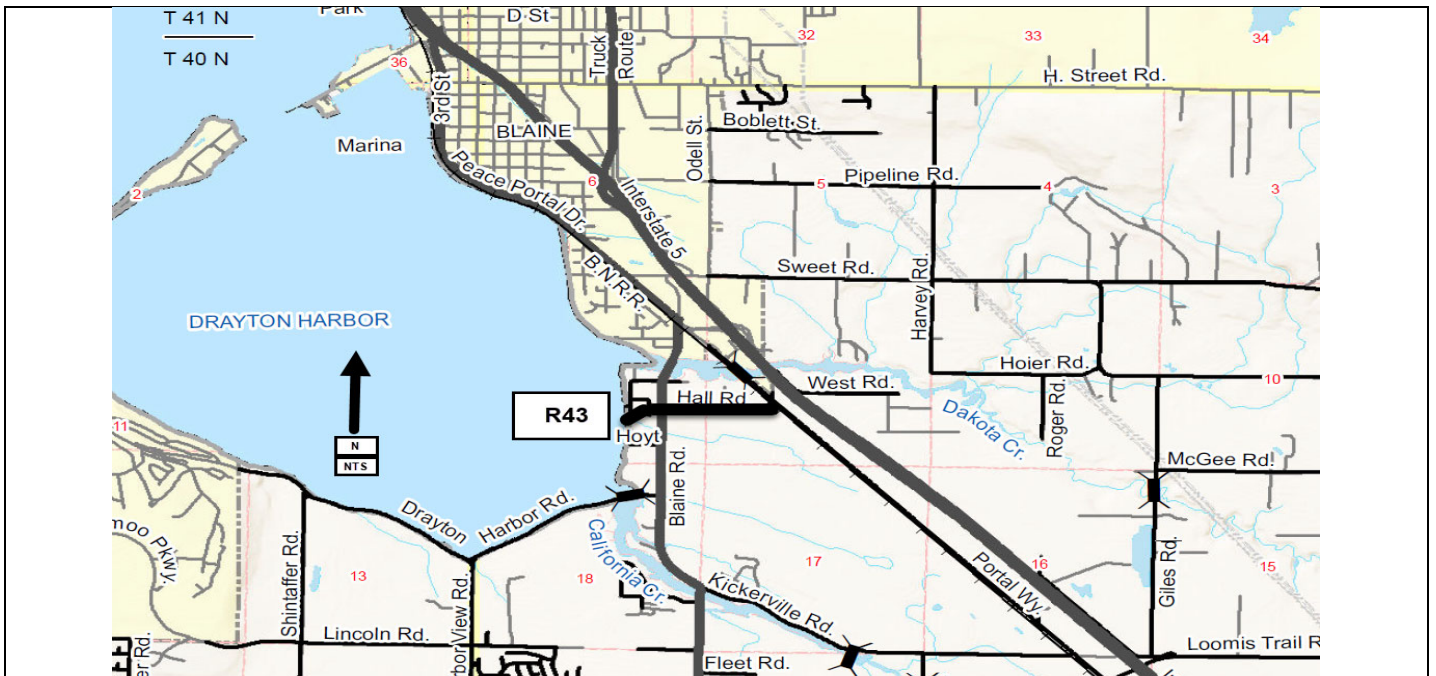
Funding Sources:

| | |
|---------|----------|
| 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.

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|---|
| 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 Traffic 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.



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: | Introduced |
| 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: | 09/27/2022 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Appointment to fill a vacancy on the Climate Impact Advisory Committee, applicant(s): Fletcher Wilkinson, Tracy Petroske, and Irena Lambrou

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: |
|-------|--------------|---------|----------|

09/13/2022 Council

INTRODUCED

Council

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

City

Zip

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

Secondary Telephone

Field not completed.

Email Address

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

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 CO₂ 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 | <p>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:</p> <p>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</p> <p>Curriculum development, create outreach materials, draft scientific posters, prepare Power Point presentations, plan and facilitate public outreach events, meetings and classes</p> <p>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</p> <p>Field work, includes monitoring of cetaceans, collection of high-altitude tree DNA, classifying downed birds</p> <p>Develop and implement robust scientific study and resource management plans</p> |
| 10. Please describe why you're interested in serving on this board or commission | <p>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.</p> |
| References (please include daytime telephone number): | <p>David Roberts, 360-483-7341, Kulshan Environmental Services, LLC</p> <p>Doug Clark, 360-201-3599, WWU Geology Professor</p> |
| Signature of applicant: | Tracy M Petroske |
| Place Signed / Submitted | Welcome, WA |

(Section Break)

| | | |
|------------|----------|---|
| 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. <i>in progress</i> , 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.

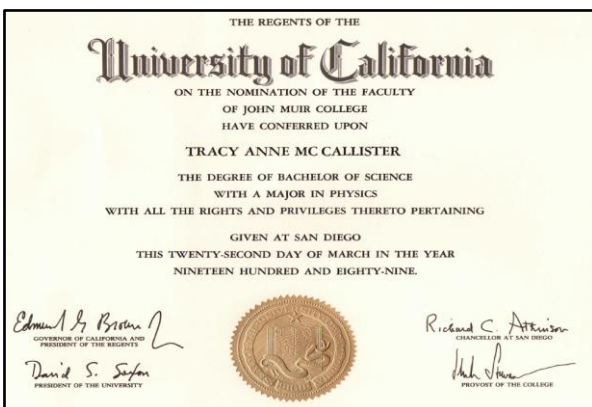
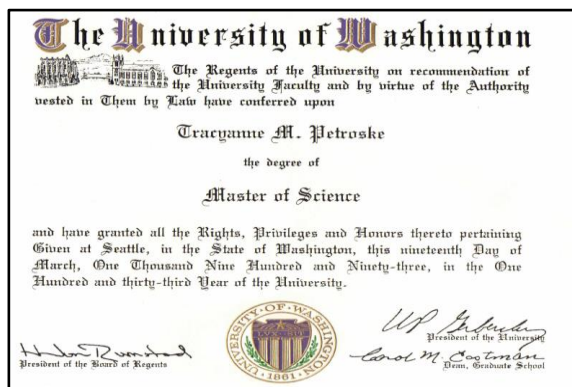
Roberts, Tracyanne M. Boys, Girls, and the Pursuit of Science. *Astrobit.es*, Astrobit.es, 11 Aug. 2017, astrobit.es/2017/08/12/boys-girls-and-the-pursuit-of-science/.

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



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 WWU's 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 completed 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)

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
Professional Development Funds Award

January 2012 – March 2012

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)

Collaborated on curriculum and exam development, met with students upon request, graded all written word and was responsible for grade-book input.

2010-2011

EMPLOYMENT EXPERIENCE

WHATCOM COMMUNITY COLLEGE

Adjunct Faculty

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.

2015-Present

Sustainability Faculty Coordinator

2021

REALTOR

John L. Scott, Bellingham, 2020-present

Keller Williams Western Realty, 2017-2020

Century 21 Bay Properties 2016-2017

JULY 2016-PRESENT

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.

| | |
|---|------|
| <i>"Sharpen Your Presentation Skills"</i> | 2016 |
| <i>"Change the Matters"</i> | 2018 |
| <i>"Including Land Acknowledgment in Your Curriculum"</i> | 2018 |
| <i>"Community Service that Serves the Community"</i> | 2018 |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-521

| | | | | | |
|----------------------|---------------------------|----------------------|-------------------------|----------------|--------------|
| File ID: | AB2022-521 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/19/2022 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Ordinance | | |
| Assigned to: | Council | Final Action: | | | |
| Agenda Date: | 09/27/2022 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Ordinance adding a new Chapter 2.107 to the Whatcom County Code to create a Whatcom Racial Equity Commission

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adding a new Chapter 2.107 to the Whatcom County Code to create a Whatcom Racial Equity Commission

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Report, Proposed ordinance, Introduction Brief, Data Information, Additional Information, Research Information

TO: Members of Whatcom County Council
FROM: Barry Buchanan, Kaylee Galloway, County Executive Satpal Sidhu,
& Chuckanut Health Foundation
DATE: September 14th, 2022
SUBJECT: Establishing a Whatcom Racial Equity Commission

Requested Action

The action requested is for Council to consider the community member recommendations and introduce the Ordinance and corresponding Exhibit A establishing a Whatcom Racial Equity Commission to begin the next phase of public inquiry and process with constituents before voting on the Ordinance.

Background

In partnership with the Chuckanut Health Foundation, the City of Bellingham and Whatcom County have been funding, supporting, and participating in a community-led process to develop recommendations for a countywide racial equity commission. Since being selected through an RFP process, the Foundation has acted as the bridge between community and government stakeholders.

In June of 2021, Chuckanut Health Foundation convened a group of 35 community Stakeholders to anchor the process of creating the recommendations. Over the course of 12 months, this group was provided with resources and facilitation to draft an establishing ordinance; guidelines to be incorporated into a commission's rules of procedure; a framework for appointing members; and a design for staffing as well as a funding model.

From the culmination of the regular stakeholder meeting in June 2022 through August, the draft ordinance underwent rigorous review by County Attorneys Christopher Quinn and Karen Frakes in addition to Bellingham City Attorney Alan Mariner to ensure the document moving forward was well-vetted and legally sound. Through out this review and revision process, six Stakeholders from the original continued as a collaborative work group incorporating feedback while maintaining the integrity and accountability to the community members who had engaged in the process.

Pertinent Documents

In the Council packet are the findings from a comprehensive, community-led process to developed recommendations for the formation of a Whatcom Racial Equity Commission including the full report on a county-wide qualitative study; additional research and information to provide context for decision-making; and an establishing Ordinance and corresponding Exhibit A that was co-created with community stakeholders as well as supporting process materials.

ORDINANCE NO. _____

**ADDING A NEW CHAPTER 2.107 TO THE WHATCOM COUNTY CODE TO CREATE A
WHATCOM RACIAL EQUITY COMMISSION**

WHEREAS, throughout the history of the United States systemic racism has manifested by acts of discrimination and oppression directed towards Black, Indigenous and people of color (BIPOC) and their communities resulting in fear, anxiety, trauma, terror, and long-term physical and mental health impairments, disproportionate representation in the criminal justice system as well as causing economic oppression for the targets of racism, their communities, and subsequent generations; and

WHEREAS, systemic racism has resulted in race as a social determinant of health, with persistent racial disparities nationally in all aspects of health including housing, education, healthcare, employment, worker protections, criminal justice, climate impacts, food access, and technology, and the Center for Health Progress has reported that data shows race, income, and ZIP Code have a bigger impact on health than behavior or medical care; and

WHEREAS, data gathered by the Whatcom County Health Department for the 2011 Community Health Assessment and 2018 Community Health Assessment showed evidence of disparities by race and ethnicity across several systems in Whatcom County: education, health care, criminal justice, and childcare, among others; and

WHEREAS, coalitions, task forces, committees, and other designated Whatcom County and City of Bellingham organizations whose focus is on children and families, climate impact, community health improvement, affordable housing, and other policy areas, have identified the disproportionate impacts and disparities experienced by the BIPOC community; and

WHEREAS, while addressing racial inequity is a national issue and is long overdue, there is a responsibility and necessity for municipal and county governments, and local communities, to proactively engage in advancing racial equity at the local level; and

WHEREAS, there has been substantial, ongoing community discussion and demand for action regarding local government proactively seeking to eliminate racial inequities and advancing racial equity in Whatcom County; and

WHEREAS, on Tuesday, November 24th, 2020, the Whatcom County Council acting as the Health Board adopted the Resolution Affirming Racism as a Public Health Crisis; and

WHEREAS, on Monday, September 27th, 2021, the Bellingham City Council unanimously adopted a Resolution Affirming Racism as a Public Health Crisis; and

WHEREAS, these Resolutions commit both the Whatcom County Health Board and City of Bellingham to making both the County and City a "welcome, inclusive, and safe community for everyone," and "actively participating in the dismantling of systemic racism

and its impacts” by reviewing and proposing changes to policies, practices and policymaking to promote racial equity as needed; and

WHEREAS, Whatcom County has become a member of the Government Alliance on Race & Equity (G.A.R.E.); and

WHEREAS, best practices, including toolkits from the Government Alliance on Race & Equity, indicate that meaningful action by the government to address racial equity must include engagement with diverse communities to effectively achieve goals; and

WHEREAS, to address the County’s racial equity commitments and priorities, Whatcom County and City of Bellingham engaged with Chuckanut Health Foundation to convene a community-driven process that engaged in substantial outreach and was informed by a preparatory group of community stakeholders to develop recommendations for the founding of a Whatcom Racial Equity Commission to help achieve equity goals outside the scope of city or county government; and

WHEREAS, the preparatory group of community members have concluded their work and provided Whatcom County and City of Bellingham with the recommendation to establish a Whatcom County Racial Equity Commission;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Chapter 2.107, Whatcom Racial Equity Commission, is hereby established 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

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

Christopher Quinn (signed electronically 9/21/22)
CHRISTOPHER QUINN
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A
CHAPTER 2.107 WHATCOM RACIAL EQUITY COMMISSION

Sections:

- 2. 107. 010 Established**
- 2. 107. 020 Purpose**
- 2. 107. 030 Guiding Principles**
- 2. 107. 040 Function**
- 2. 107. 050 Representative Members**
- 2. 107. 060 Additional Appointed Members**
- 2. 107. 070 Appointment Procedure**
- 2. 107. 080 Liaison Members**
- 2. 107. 090 Term of Office**
- 2. 107. 100 Organization — Meetings**
- 2. 107. 110 Staff and Funding Support**
- 2. 107. 120 Reporting**

2. 107. 010 Established

There is hereby established a Whatcom Racial Equity Commission.

2. 107. 020 Purpose

As a conduit for ongoing community collaboration, engagement, and education, within the broader context of diversity and inclusion, the purpose of the Whatcom Racial Equity Commission is to gather, review, and evaluate data and to make recommendations on eliminating racial inequities, in all its forms, throughout Whatcom County.

2. 107. 030 Guiding Principles

The Commission shall adhere to the following principles in all its work:

1. **Racial equity**—Strive to eliminate inequities and proactively advance equity and justice
2. **Data-based decision-making**—Collect and rely on quantitative and qualitative data to identify objectives and measurable outcomes and to inform strategies for reaching desired outcomes.
3. **Local community involvement in decision-making processes**— Recognize and promote the essential value in the expertise of lived experiences; support inclusion that is critical to this work, especially inclusion of communities presently and historically impacted by racial inequities.
4. **Attention to all affected by decisions**—Propose decisions to advance racial equity that are examined to identify those groups benefited or burdened by their consequences; and develop strategies to avoid or mitigate the unintended effects of such decisions.

5. **Transparency**—Ensure the Commission’s processes and actions are fully transparent and subject to public review; ensure public access to information and data used in the Commission’s decision-making processes.

2. 107. 040 Function

The Commission is established to:

1. Serve as an advisory board to local government agencies, other organizations committed to the aims of the Commission, and the county-wide community with regard to racial equity.
2. Serve as a community forum on racial equity and create mechanisms to identify issues, concerns, needs, and resources.
3. Gather and analyze disaggregated qualitative and quantitative data to identify racial disparities and disproportionalities in the areas of concern.
4. Develop and propose to local government a coordinated and comprehensive plan to address racial inequity in Whatcom County. This plan shall include measurable objectives and indicators by which progress toward racial equity in all its aspects is to be measured. The Commission shall review and update the plan as necessary.
5. Develop recommended strategies for implementing the plan, including proposed timelines to achieve each equity objective, together with recommendations for shared governmental and community accountability for addressing racial disparities in Whatcom County.
6. Provide recommendations to the Whatcom County Council and the Executive, to the Bellingham City Council and Mayor, and to other relevant entities and jurisdictions concerning:
 - a. Revisions to organizational policies, procedures, and ordinances as may be needed to promote transparency and diminish racial inequities that may exist.
 - b. Budget priorities that may be necessary to mitigate and prevent the impacts of racial inequities in local government.
 - c. Other policies that promote racial equity in response to emerging needs that may require new policies and flexibility in revising earlier proposals.
7. Seek to increase community awareness of current and historical racial inequity, serving as a resource and conduit for education and public information.
8. Review and advise on strategies for reducing barriers to public participation in commissions, boards, task forces, committees, or other similar groups established to participate in County government which function primarily as an advisory, coordinating or planning capacity.
9. Report work and progress to the community, Whatcom County and the City of Bellingham on an annual basis.
10. Seek grants and other funds to support Commission work, in addition to the funds it may receive from Whatcom County and City of Bellingham.

2. 107. 050 Representative Members

The Whatcom Racial Equity Commission shall consist of up to thirty-one voting members including the following twelve designated participants or their representatives. It is

encouraged that those who have an interest in or have been impacted by racial equity issues are given preference by organizations, entities, and jurisdictions when considering whom to designate or select to serve on the Commission:

1. One Representative, Lummi Nation, appointed by Lummi Indian Business Council;
2. One Representative, Nooksack Tribe, appointed by Nooksack Indian Tribe;
3. Designated Representative, Whatcom County staff member working to advance racial equity within County departments;
4. Designated Representative, City of Bellingham staff member working to advance racial equity within City of Bellingham departments;
5. Designated Representative from a municipal equity advisory body outside of the City of Bellingham;
6. Law enforcement chief, lieutenant, or other representative, selected by WC Sheriffs & Police Chiefs Association;
7. Whatcom County School Superintendent, Selected by the eligible Whatcom County School Superintendents;
8. One community health representative with experience serving Hispanic and Latino individuals and communities. This representative may be associated with organizations such as Community to Community or SeaMar; organizations to be considered and selected when filling vacant positions by the Commission's Appointment Committee;
9. One designated economic development professional, selected by Port of Bellingham Economic Development Division and Whatcom Associate Development Organization;
10. Up to 3 representatives from organizations working in Whatcom County to advance racial equity and human rights; organizations to be considered and selected when filling vacant positions by the Commission's Appointment Committee.

2. 107. 060 Additional Appointed Members

In addition to those members designated above, the Whatcom Racial Equity Commission shall include up to nineteen members appointed by the Mayor of Bellingham and County Executive from the following categories of community members:

1. Up to 7 Community Members, which group shall include at least one of the following:
 - a. A student living in Whatcom County;
 - b. A community member with experience caring for a student currently attending a Whatcom County public school such as parent, foster parent, grandparent, caregiver, or guardian;
 - c. An immigrant, migrant, or refugee;
 - d. A business owner, manager, or independent contractor;
 - e. A youth or young adult aged 16-24 at the time of appointment;
2. Two Diversity Officers or Staff Members engaged in DEI Work in educational institutions: one working in local higher education institutions and one working in local K-12 schools;
3. Two Human Service Providers, including but not limited to, victim or offender services, housing or houseless services, and mental health services;
4. Up to 4 Subject Matter Experts, Individuals with Expertise in, and/or Specialists in the Commission's areas of concern;
5. One Social Justice Advocate or Activist whose area of focus is racial equity;

6. One Representative from a Philanthropic Organization;
7. One Faith Leader;
8. One Multilingual Health Care Provider.

All candidates under this section shall have an interest in or have been impacted by racial equity issues. Candidates under this section shall apply for appointment to the Commission and meet the requirements for appointment as outlined in the Whatcom County Code.

2. 107. 070 Appointment Procedure

An Appointment Committee shall be convened to assess Commission vacancies at least annually; review applications for appointed roles; evaluate an applicant's eligibility for appointment; interview applicants as needed; and provide written recommendations for appointment to the County Executive and Mayor of Bellingham. The Committee composed of one staff representative from each appointing authority and the Steering Committee of the Commission.

In seeking and selecting members for Commission appointments, the Mayor of Bellingham and County Executive shall seek to represent the broadly diverse communities across Whatcom County with consideration to geography, income level, and a demonstrated commitment to diversity, equity, and inclusion.

Appointed members shall be subject to confirmation by a majority vote of both Whatcom County Council and Bellingham City Council per Whatcom County Charter 3.23.

2. 107. 080 Liaison Members

In addition to the voting members above, The Whatcom Racial Equity Commission shall include up to six non-voting liaison members or their representatives.

1. Whatcom County Executive;
2. Whatcom County Council Member;
3. Mayor of Bellingham;
4. Bellingham City Council Member;
5. One Chief Executive Officer from Cities in Whatcom other than Bellingham, Selected by the Small Cities Partnership;
6. One Councilmember from Cities in Whatcom other than Bellingham, Selected by the Small Cities Partnership;

2. 107. 090 Term of Office

All members shall serve two-year terms. Members may serve up to six years consecutively. Members who have previously served six consecutive years may be reappointed to the commission after one year of non-membership. Members may serve extended terms without a year of non-membership if approved by a vote of the Commission.

Each member shall continue to serve until a successor has been found unless the member was removed from the Commission. Members may be removed by appointing authorities following a vote recommending removal by remaining Commissioners.

A member term of three years shall be extended to half of the first appointed Commission members to stagger term cycles for future slates of Commissioners. These Commission members will also be allowed to serve up to seven consecutive years from this initial appointment.

2. 107. 100 Organization – Meetings

- A. The Commission shall comply with the Open Public Meetings Act under RCW 42.30.
- B. Meetings of the Commission shall be open and accessible to the public.
- C. At every meeting, the Commission will schedule an open session to take public comment on issues associated with commission work.
- D. Written records of meetings, resolutions, findings, and recommendations shall be kept, and such records shall be available to the public.
- E. The Commission shall adopt its own rules and procedures for the conduct of business which may include commission member expectations and agreements rooted in best practices for equitable decision-making.
- F. The Commission shall elect co-chairs from among its members to preside at its meetings.
- G. The Commission co-chairs, any other Commission officers, and three additional members shall serve as the Commission's Steering Committee.
- H. The Commission shall determine its meeting schedule and work with Commission staff to set the agenda but shall meet at least six times per year.
- I. The Commission may form and appoint ad hoc committees to work on specific issues, so long as at least two Commission members are also members of each ad hoc committee.

2. 107. 110 Staff and Funding Support

Commission staff shall carry out the purpose, function, and daily operations of the Commission with support from Whatcom County Staff as necessary. The Commission and its designated representatives shall be responsible for planning and hosting meetings; recruiting, orienting, and engaging members; and ensuring adherence to provisions of the Commission's bylaws, policies, and procedures.

Local government funding of the Commission to perform its duties may be provided for pursuant to an interlocal agreement entered into between Whatcom County and other participating jurisdictions.

As may be permissible under law, the Commission, including its staff and operations, may seek fiscal sponsorship by a 501(c)(3) nonprofit entity for the purpose of advancing its work. Additionally, and as may be permissible under law, the Commission may seek additional funds from public and private grant-offering bodies for purposes of advancing its functions.

2. 107. 120 Reporting

At least annually and within the second quarter of each year, the Commission will provide a written report and recommendations to the County Council, Bellingham City Council, Mayor of Bellingham, and County Executive on progress.



Purpose of Presentation

Representatives from Chuckanut Health Foundation are reporting on findings related to the establishing ordinance as well as providing insights from their research and community engagement.

Intended purpose and outcome of the presentation to County Council is to provide context for final ordinance to establish the Whatcom County Racial Equity Commission (WREC). This context includes quantitative and qualitative data from constituents – gathered through comprehensive focus groups and through traditional online surveys, as well as details regarding the process of engagement with the Stakeholder Group that resulted in the final recommendations of forming and operationalizing the WREC.

Since April of 2021, Whatcom County, City of Bellingham, and Chuckanut Health Foundation have worked in partnership to convene a community-led process for developing a county-wide racial equity commission. One component of this workplan included a comprehensive and robust focus group process designed to gather detailed community input. Additional “on-ramps” for engagement and feedback from the community were established, including a traditional online survey. Key to the community-centered approach was establishing a Stakeholder Group, a diverse, representative body, who met regularly and were charged with formalizing community feedback into recommendations to the County.

With the culmination of the Stakeholder process in June of 2022, a draft ordinance crafted by these community members was brought forward for legal review with partners at City of Bellingham and Whatcom County. Following a thorough and diligent review from the County Legal team—that included ongoing engagement from a smaller workgroup of Stakeholders—the recommended ordinance for establishing a Whatcom Racial Equity Commission is submitted for consideration by Council as part of a larger packet that provides additional context.

Community Ownership & Public Participation

Engaging with communities to foster policies and governance “of the people, by the people, for the people.”

Deep community participation was critical to the design of recommendations coming forward to Council. As stewards of process, the Chuckanut Health Foundation team’s primary focus was to facilitate the wisdom, creativity, and talent of community members throughout the development of documents and processes. Inspired by the work of Rosa Gonzalez & Facilitating Power as well as earlier work of Sherry Alderstein, the proposed method for developing recommendations was rooted in implementing a community-owned and led process that was supported by a nonprofit convener and local government partners. This challenging work enables the creation of policy that encapsulates the vision of creating policy that is truly *of the people, by the people, for the people*.

“Let’s stop talking about it. Let’s *be* about it.” – Jason McGill, Stakeholder

The team researched and developed methods to make informing and writing the establishing ordinance and the corresponding exhibit an accessible process to all stakeholders regardless of their familiarity with governing documents. Through a partnership with “system navigators” in our Working and Planning Groups, as well as a diligent legal review process with the City of Bellingham and Whatcom County, feedback and guidance were provided to stakeholders about how to revise the community draft to be both legally sound and enduring while maintaining the spirit in which it was drafted.

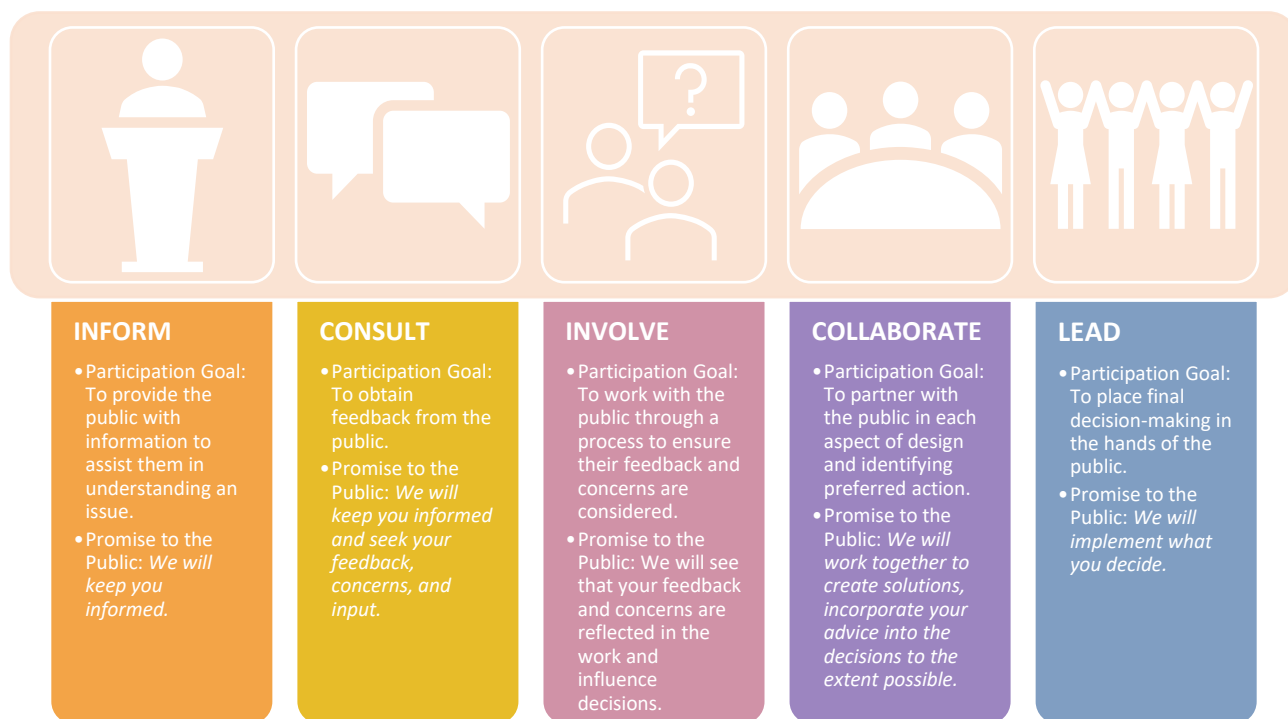


Chart Adapted from “The Spectrum of Community Engagement to Ownership” by Rosa Gonzalez & Facilitating Power.

Additionally, Stakeholders were asked to design mechanisms for increased community accountability and input into the development process. Stakeholders crafted the questions, identified key demographics for outreach, and also facilitated the focus group process. Focus group participants across the community determined what subject matters needed to be discussed, what they hoped to learn through the discussion, and the framework for implementing the process. Because of their co-creation and implementation of the research process, the resulting product was both shaped and informed by the community members themselves rather than the project team.

Mapping Engagement

Ensuring representation of the diverse communities across the geographical regions of Whatcom County.

Included in the image below are the locales across Whatcom County from which participants joined the development of recommendations. Additionally, we had participants from unincorporated areas across Whatcom County and some participants from outside of the area

who had an interest in Whatcom (ex: working or attending school but technically residing in another county.)



Participants involved development process by Council district.

The **representation of constituents from all five Council districts is a benchmark for accountability** to the diverse communities within each region. Not only were there participants from each district, but there was also participation from all districts at every community input mechanism designed in the process—as Stakeholders, as focus group members, and as survey takers.

Focus Group Report

Capturing the stories, values, and vision of Whatcom County residents as they consider the necessity and potential impact of a Whatcom Racial Equity Commission.

The full qualitative report from the focus group process provides a deeper understanding of the stories and experiences of our neighbors throughout Whatcom County. The focus group process yielded 991 pages of raw data that was analyzed for over 200 hours by Dr. John Korsmo, Associate Dean for Students, Success and Outreach and Chair of the Health and Community Studies department at Western Washington University. Though the **over 100 participants** who contributed **more than 60 hours** of time chose to participate in the focus group process, the discussions varied significantly as these community members **represented significantly different populations** within Whatcom. There was diversity of participants across multiple different demographic considerations. From the salient information, **nine themes emerged from the conversations across most, if not all of the focus groups and questions**, despite these groups being diverse in terms of race, geographical region, religious affiliation, and other lived experiences. **Considering both the combination of the range of the participants as well as the saturation of themes within the data, we have confidence that this sample size was comprehensive for our community.**

Through the stories captured in the pertinent data and the emerging themes of Dr. Korsmo's analysis this report **provides three pieces of critical information** for the consideration and operationalizing of a Whatcom Racial Equity Commission:

- **Community Weaving & Common Ground:** Seemingly disparate communities hold shared values and hopes that bridge perceived divides. When discussion moves past rhetoric, commonalities become evident and deeper understanding of seemingly different communities is fostered.

Opportunity: Discovering and focusing on the common thread through our collective stories allows us to build a stronger community.

- **Context for Quantitative Data:** Providing critical information about the everyday circumstances that contribute to outcomes in our data, stories provide a depth of understanding as well as specific details as to why disparities in data may exist based on lived experience. These are the stories behind the trends in data that provide insight into what may lead some to better outcomes than others and if there is equitable opportunity for better outcomes.

Opportunity: These glimpses into someone's life can help identify not only what is contributing to the outcomes in data, but also, may bear strategies for change.

- **Catalysts for Amelioration:** Learning directly from communities about where they see opportunities for healing, growth, and change - "Listening to learn" lays a foundation for collaboration. By bringing communities together to discuss what they see as issues in their community, funds of knowledge can be pooled to develop strategies to address inequities experienced by our neighbors.

Opportunity: Accepting what there is to learn from these stories and leveraging any new understanding gained in that process will support shaping better solutions as one community, one Whatcom County.

Data By Districts

Insights into the current landscape in each district through data and story as we envision an equitable future for a more racially diverse younger generation.

In each data sheet, is information specific to the five Council districts. Contained in each document is K-12 public school data on enrollment and kindergarten readiness. We can look at kindergarten-readiness data as a proxy measure for the circumstances leading up to a child's first day at school. **Consistently, across all districts, there are different outcomes when the data is disaggregated by race.** School district by school district, the disparities within the data shift as to which racial group is experiencing the lower rates of kindergarten readiness; however, white students average a higher rate of kindergarten readiness than some, if not all, other racial and ethnic across all districts.

Additionally, the proportion of enrolled students of color in each of our public schools compared to the population of Whatcom County is included in the data by County district. **Within each school district, there is a 2.1-3.4x greater proportion of students of color compared to the population of Whatcom County.** Within educational environments, children and youth are

more likely to see and/or interact with someone of a different race or ethnicity than they are in the county overall. This means that not only will we see growing diversity within the county, but that right now, there are generational differences between the experiences of children and their parents as it related to race.

Because of the participation from each district, there is also qualitative data included. We have been able to prepare focus group **quotes directly from constituents** related to their experience or perspective. *Our process has been able to reach participants who may not have given feedback in a civic process otherwise.* Council expressed a need for voices that they don't always hear from through other input structures. The quotes included from the focus group process provide an opportunity for Council to read what was shared from their constituents who may less frequently connect with them.

Implementing Community Recommendations: Legislative Actions

In previous meeting with Council, we've heard a curiosity about who is would be on the Commission and their scope of work.

Scope of Work

Preceding the drafting of the Commission's **Function [.040]** the stakeholders created two preparatory pieces.

A **Vision Statement** and **Guiding Principles [.030]**.

The Vision Statement allowed the group to envision the future first and to consider how we, as a county, can realize the dream together. Starting with the "end" rather than where we currently are asks participants to work backwards and identify assets or limitations as well as assess whether existing resources need to be adapted to achieve the goal. The points within both the Guiding Principles and Function of the Commission serve to achieve the Vision Statement.

Our Vision

**People of all races in
Whatcom County live,
thrive, and belong for who
they are, as they are.
*Without fear. Every day.***

Guiding Principles [.030] are unique to this establishing ordinance. While it is common to have guiding principles or similar clauses in by-laws, member expectations, or rules of procedure, including this section within the establishing legislation was unique, intentional, and an innovation that is a result of working with community members on what they hoped to see included. Stakeholders created the principles to ensure that the Commission members had benchmarks for decision-making that ensured fidelity and continuity both to the development process and throughout the lifetime of the Commission. The principles were informed by the elements of a racial equity tool as outlined by the Government Alliance on Race and Equity¹. This formalizes the Commission in serving as a racial equity tool in its advisory capacity in all its work.

How the commission will conduct its work and what the scope of its advisory capacity are included in the **Function [.040]** of **Exhibit A**. These functions codify an ongoing relationship of the Commission to the broader community in it work; the required use of both quantitative and qualitative data to inform decisions; the advising and recommending role of the Commission; the

¹ Government Alliance on Race and Equity Tools and Resources. <https://www.racialequityalliance.org/tools-resources/>

necessity of creating metrics for to measure progress and reporting for ongoing accountability; and the ability to bring additional funds into the county through grants or private resources to advance its work and build capacity.

Membership Composition

There are three sections of composition listed in **EXHIBIT A** of the establishing Ordinance—**Representative Members [.050], Additional Appointed Members [.060], and Liaison Members [.070]** that are differentiated by appointment process. In addition to practical considerations like the durability of the ordinance and troubleshooting potential issues like longstanding vacancies, there were three boarder points intentionally incorporated when formulating composition that are rooted in the effectively advancing the work of the Commission.

1. That the Commission members share a common interest in the work of advancing racial equity collaboratively.
2. That those who have been impacted by racial equity issues and therefore stand to benefit most from the work of the Commission are engaged and at the table.
3. That key partners and people most familiar with potential areas of work are also included to provide insight into how develop implementable strategies for advancing racial equity locally.

Interlocal Agreement

Similar to the structure of support for the Commission on Sexual & Domestic Violence and also modelled through their active partnership over the course of the Commission development process, **City of Bellingham had committed co-funding the Whatcom Racial Equity Commission.**

An Interlocal Agreement formalizing the support of both government entities in the work of the Commission will be ready for review by both County Council and Bellingham City Council in the coming weeks.

The document is being prepared by County Legal who, in addition to including considerations of both government entities, have been working to incorporate a critical recommendation from both Stakeholders and our Planning and Working Group members—**the ability for cities other than Bellingham to join on an ongoing basis.** A **New Parties** clause will create a mechanism for other entities to sign onto the Interlocal Agreement should their Councils choose to in the future. This ensures that the door remains open to City Governments.

Next Steps

Voting to establish the Whatcom Racial Equity Commission will enable the next steps of implementing the recommendations of the Stakeholders.

Leadership from community members has been critical to executing a process rooted in equity and accountability. Building on the momentum of the Stakeholder process, the first working priority after the Commission is seated will be to establish operating by-laws so members can then elect a Steering Committee to engage in the next several steps of process. Working in partnership with local government entities, the Steering Committee will engage in determining essential criteria for a long-term fiscal sponsor as well as the hiring of a Commission Director.



Phases of Community Involvement & Decision-Making in building Commission Infrastructure

Acknowledgement & Gratitude

Many community members, local leaders, and organizations came together to engage deeply in this work. It was the wisdom, leadership, advocacy, and support of these individuals that the community-owned process was devised, championed, and executed. As shepherds of the process, our Project Team holds so much gratitude for all the discussions and for this group of individuals who rolled up their sleeves together, determined to move forward with a shared purpose. **It has been an honor to hold space for our neighbors to come together.**

**We would also like to extend gratitude to the participants in our Focus Groups.
Thank you for the gift of your story.**

PLANNING & WORKING GROUP MEMBERS

Councilmember Barry Buchanan, Whatcom County

Cindy Whiston, Community Member

Councilmember Dan Hammill, City of Bellingham

Prosecutor Eric Richey

Gina Stark, Port of Bellingham

Councilmember Hollie Huthman, City of Bellingham

Janice Keller, City of Bellingham

Jay Julius, Community Leader & former Chairman of the Lummi Nation

Jed Holmes, Whatcom County

Kayla Schott-Bresler, Whatcom County

Councilmember Kaylee Galloway, Whatcom County

Commissioner Ken Bell, Port of Bellingham

Councilmember Kristina Michele Martens, City of Bellingham

Rita Jefferson, Community Leader & Former Member of Lummi Indian Business Council

County Executive Satpal Sidhu

Mayor Seth Fleetwood, City of Bellingham

Terrance “TeeJay” Morris, Community Leader

STAKEHOLDER GROUP MEMBERS

| | | |
|---------------------|---------------------------|--------------------------|
| Aaron Ball | Chief Donnell Tanksley | Minda Rae Amiran |
| Amanda Robins | Eliana Steele | Pamela Wheeler |
| Amy Rydel | Director Erika Lautenbach | Ramona Garcia Slagle |
| Anyia Milton | Eukia Lemaster | Sasha Savoian |
| Batool Abdi | Guava Jordan | Steven Price |
| Benny Musonda | Guy Occhiogrosso | Stephen Gockley |
| Blanca McCreary | Isabel Meaker | Terrance “TeeJay” Morris |
| CJ Seitz | Jason McGill | Tommy McAuliffe |
| Daija Heyward | Maialisa Vanyo | Vernon Damani Johnson |
| Debbi Anderson-Frey | Mario Orallo-Molinaro | Vinson Latimore |
| Devon Nixon | Matthew Nixon | |

CHUCKANUT HEALTH FOUNDATION STAFF & BOARD OF DIRECTORS

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|---|------------------------|------------------------|
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| Sara Williams, Contract Accountant | Chao-Ying Wu, MD | Ian McCurdy |
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| Susan Holstine, DO | Kyle Jackson | Eric Richey |
| | Bree Johnston, MD, MPH | Greg Winter – Emeritus |
| | Troy Lautenbach | Tim McEvoy – Emeritus |

FUNDING PARTNERS

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|-------------------------------|---------------------------------|--------------------|
| Chuckanut Heath Foundation | Whatcom Community Foundation | City of Bellingham |
| | Group Health Foundation | Whatcom County |

WITH GRATITUDE — THE WHATCOM RACIAL EQUITY COMMISSION PROJECT TEAM

| | | |
|---|---|---|
| Alexander “Bodi” Hallett, Community Member | Heather Flaherty, Executive Director | Kristina Michele Martens, fmr. Outreach Specialist |
| Cindy Whiston, Community Member | Dr. John Korsmo, Data Analyst | Terrance “TeeJay” Morris, Community Member |
| Eukia Lemaster, Intern | Jyoti Kaur, fmr. Intern | Shu-Ling Zhao, Project Lead |
| | Komalpreet Brar, Intern | |

Data by Districts

OVERVIEW



Sunset on Mount Baker from Lummi Island by Sattva Photo

Over the course of the development process, participants engaged from every district within Whatcom County. Some neighbors took surveys or joined community events. Others became stakeholders in order to actively craft the recommendations coming forward to the County and City of Bellingham. Even more shared their wisdom and stories in the focus group process. Compiled in these data sheets are stories from the community as well as information about how many individuals engaged from each district.

During the Focus Group process, details about interactions with the local school systems and the experiences of students, parents, and caregivers were some of the most poignant stories shared.

"The most egregious stories I've ever heard about racism in this town in this county have come from kids I coached, and my own children telling me what happens in their classrooms, what things are said by teachers by parent educators by adults and by other children.

The children will tell you, they will tell whoever will listen."

Though there were devastating stories shared, participants also spoke to the future in terms of Whatcom's children and youth. When asked about how a successful racial equity commission would change the way Whatcom felt or looked like one parent shared **"We would be diligent about the beautiful words that were said that children need to be celebrated for their diversity not stripped of it, not just children but [also] our neighbors..."**

Recognizing the significance of our children's and grandchildren's experiences related to race and equity to process participants in all districts, we've included enrollment and kindergarten readiness data (compiled from the Washington Office of Superintendent of Public Instruction 2021-2022 report cards) is also provided for the public schools within each County district. These data points allow us to consider who our students are and specifically the students entering the local public school system. There is a significantly higher proportion of students of color enrolled in schools compared to the proportion of Whatcom's total population. Why is the proportionality within schools important right now? The answer to that question comes from a Ferndale business leader:

"We are literally thinking about this planet that we are handing our babies."

Considering the formation of a Whatcom Racial Equity Commission is to engage in the generational work of fostering belonging in the county by creating a mechanism that centers that work. **Now is the time to reflect on not only the environments our children are raised in but in what ways are we tending those environments.**

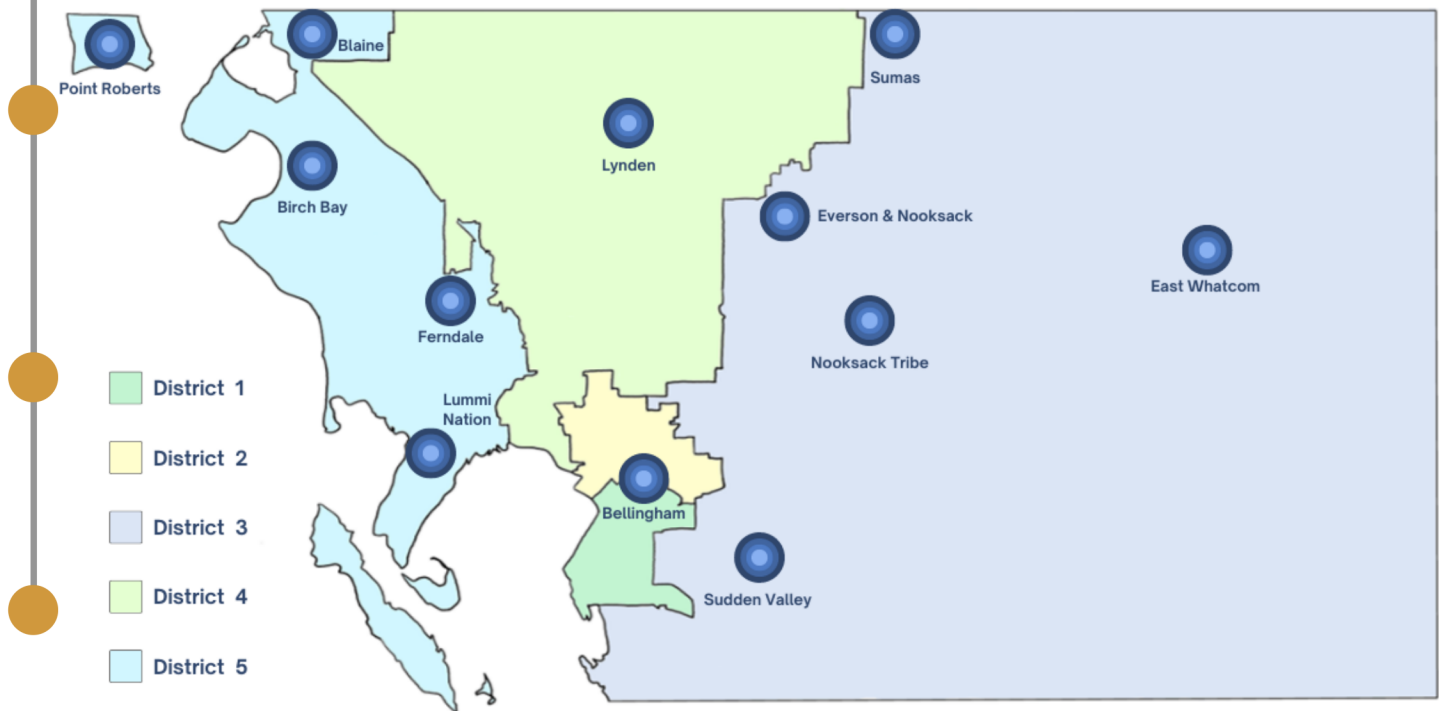
Mapping Participation



Bellingham Bay Birds by Sattva Photo

"I think our local government can collaborate with those communities and hear maybe their concerns and their observations and experiences and identify solutions that those folks themselves are suggesting they need and having those conversations can be a good start."

Included in the image below are the locales across Whatcom County from which participants joined the development of recommendations. Additionally, we had participants from unincorporated areas across Whatcom County and some participants from outside of the area who had an interest in Whatcom (ex: working or attending school but technically residing in another county.)



Whatcom County



Nooksack River by Sattva Photo

STORY

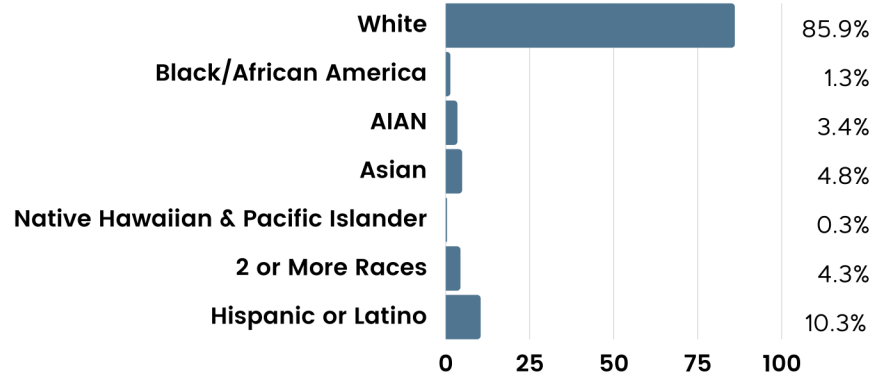
"...we have rich people who are losing their vacation homes.

We have poor people who won't be able to rebuild their homes."

CONSTITUENT QUOTE

"a point of success is one thing but continuing that change and creating longevity would be another"

POPULATION



Whatcom County population disaggregated by race. Data from 2021 US Census.

K-READINESS

Source: Office of Superintendent of Public Instruction, State of Washington



1 in 2 Asian, Multiracial, and White students arrive ready to learn



1 in 4 AIAN and Hispanic/Latino students arrive to ready to learn



Survey & Events
641 participants



Stakeholder
35 participants



Focus Group
104 participants

Whatcom County

ADDITIONAL STORIES



"Crabpots on Lummi Island by Sattva Photo"

"I don't think that our legal system is just and fair. I think that for people that English isn't their first language, I don't think it's fair for them. I also think that in a community like ours, if you are to have a hearing, you're supposed to be judged by your peers. Are we really having the right peers on the jury for those people?"

"I feel like I did a lot of trying to fit in here rather than embracing my culture and my identity as a Nooksack matriarch in the making. I found myself trying to fit in with the non-native community and the standards of the non-native lifestyle. I think our young people still struggle with that. I do take pride in the kids that are now more involved with our dancing groups or drumming groups, canoe journey, canoe paddling, that being so involved in our culture helps them embrace that identity, rather than trying to fit in."

"[during the floods] My wife and I were driving to the houses that were by the flood knocking on people's doors and they had no idea they were supposed to leave. They're like, 'Oh, we didn't know'. There was Facebook posts out, but they don't speak English. There was information that was being passed along but wasn't getting passed on to them."

"Every single day is a fight. It's like we get up knowing that there's a fight coming. We're still in the fight and that aint gonna change ... look at my dad. He's a strong man. You know, he's 76 years old. And he asks me, 'how you doing, son' when we're hiking. But this is because he's been fighting every single day of his life...I mean, that's just who we are as people. We have to fight every single day, every single day."

**"OUR LOCAL GOVERNMENT NEEDS TO HAVE HUMILITY
IN ORDER TO OPEN THEMSELVES TO OTHER IDEAS, STRUCTURES,
EVEN WAYS OF GETTING THINGS DONE"**

District 1 & 2



Bellingham Cityscape by Sattva Photo

STORY

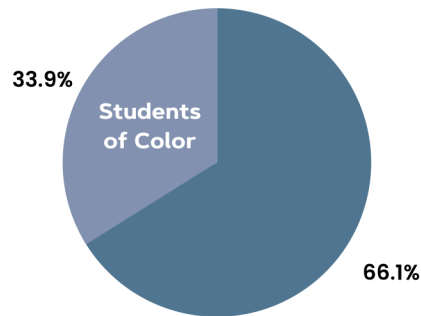
"I hear a lot of [racist stuff] at school, but I mean, I just don't say anything because the people who are saying it are white. And I guess they're the higher authority. And you know, they won't get in trouble for saying that stuff. So I just don't report it or anything"

CONSTITUENT QUOTE

"it would be very cool to see someone with my skin tone or color to be on City Council or Mayor. It would make me feel like I could do it myself"

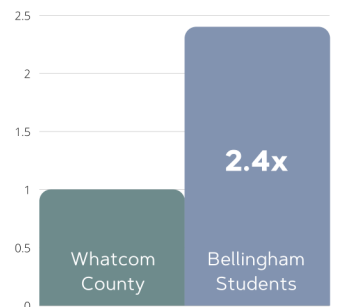
ENROLLMENT

Source: Office of Superintendent of Public Instruction, State of Washington



Bellingham School District

PROPORTIONALITY



There is a 2.4x higher proportion of Students of Color in the Bellingham School District than in the County at large

K-READINESS



Less than 1 in 2 Asian and Hispanic/Latino students arrive ready to learn



More than 1 in 2 (61-65%) Black, Multiracial & White students arrive ready to learn



Survey & Events
383 participants



Stakeholder
20 participants



Focus Group
62 participants



Forest Bathing - Stimson Nature Preserve by Sattva Photo

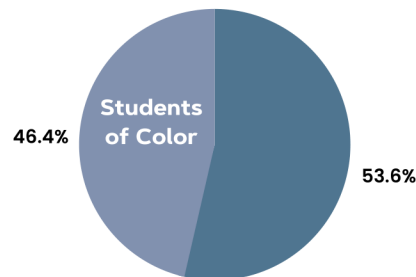
District 3

CONSTITUENT QUOTE

"belonging in this area is everybody being free to be themselves"

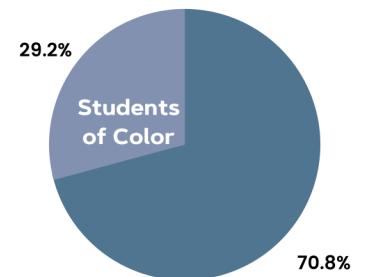
ENROLLMENT

Source: Office of Superintendent of Public Instruction, State of Washington



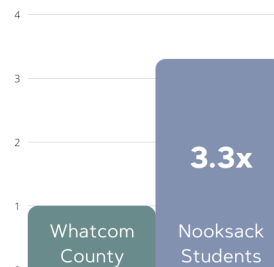
Nooksack School District

ENROLLMENT



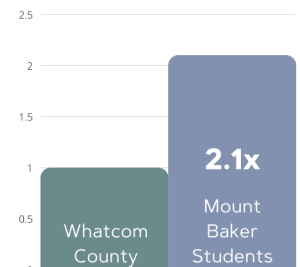
Mount Baker School District

PROPORTIONALITY



There is a 3.3x higher proportion of Students of Color in the Nooksack School District than in the County at large

PROPORTIONALITY



There is a 2.1x higher proportion of Students of Color in the Mount Baker School District than in the County at large

K-READINESS



Less than 1 in 4 Hispanic/Latino students arrive ready to learn



1 in 2 White students arrive ready to learn

K-READINESS



1 in 2 Hispanic/Latino student arrive ready to learn



3 in 4 White students arrive ready to learn

STORY

"it's fear that we're trying to eradicate - the fear that we can see in the people of color. And the fear that we don't talk about that the white population has about them. And I think if these groups are emboldened to not be afraid, they come out, we mix, we mingle, we get to know each other and get to climb the ladder [together]."





Barred Owl by Sattva Photo

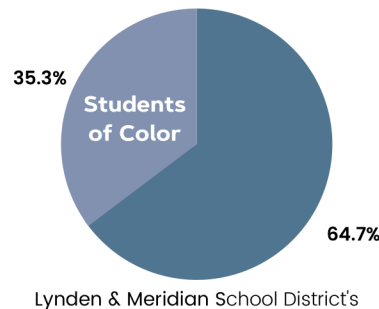
District 4

CONSTITUENT QUOTE

"We'd love you to belong because you're different."

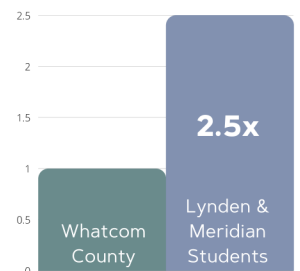
ENROLLMENT

Source: Office of Superintendent of Public Instruction, State of Washington



Lynden & Meridian School District's

PROPORTIONALITY



There is a 2.5x higher proportion of Students of Color in the Lynden & Meridian School District's than in the County at large

STORY

"To start is teaching everybody, not just the people of color, the proper education. There's a lot of kids like me, that had to go outside of school to learn the hard things. We are experiencing generations of trauma and pain, with no understanding. Why did this person just say this to me, with no grasp of why this would be occurring to me? "

K-READINESS

Lynden School District



2 in 3 AAPI, White & Multiracial students arrive ready to learn



1 in 3 Hispanic/Latino students arrive ready to learn

K-READINESS

Meridian School District



2 in 3 Multiracial & White students arrive ready to learn



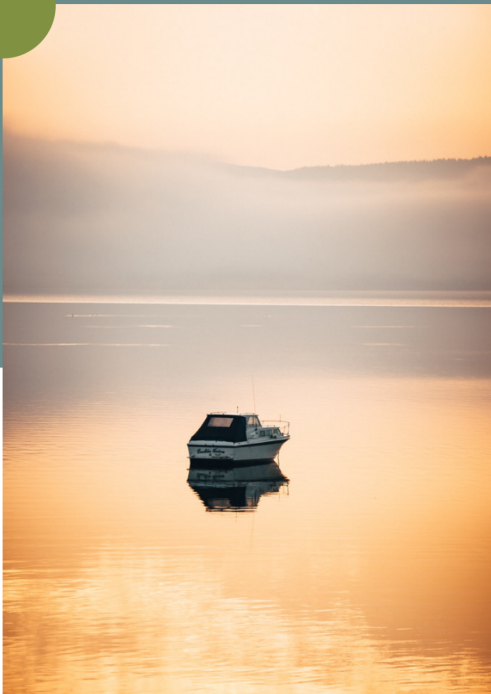
1 in 2 AAPI students arrive ready to learn



1 in 4 Hispanic/Latino students arrive ready to learn



District 5



Lummi Island Sunrise by Sattva Photo

STORY

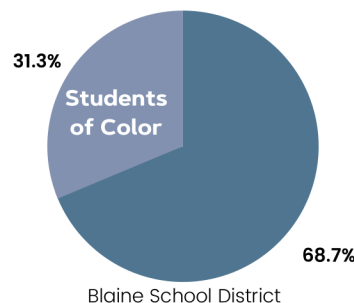
"I went through high school, public school education. Not one educator, had skin darker than mine. ... in that educational process, I was told almost every step of the way, that there were things I could do as a Lummi and there were things that I couldn't do as a Lummi."

CONSTITUENT QUOTE

"...we have the power to continue to bring out things that are positive, not trying to put things down and people but let them blossom, let them speak their piece, that we do have a voice."

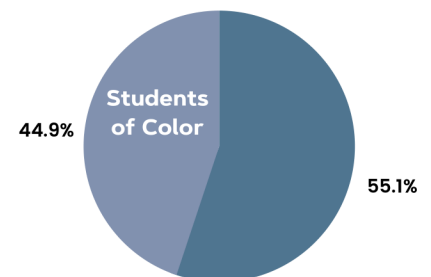
ENROLLMENT

Source: Office of Superintendent of Public Instruction, State of Washington



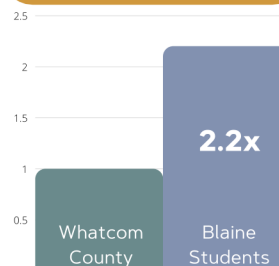
Blaine School District

ENROLLMENT



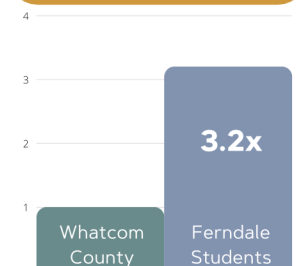
Ferndale School District

PROPORTIONALITY



There is a 2.2x higher proportion of Students of Color in the Blaine School District than in the County at large

PROPORTIONALITY



There is a 3.2x higher proportion of Students of Color in the Ferndale School District than in the County at large

K-READINESS

Both School Districts



1 in 2 White students arrive ready to learn



1 in 3 Hispanic/Latino students arrive ready to learn

Blaine School District



1 in 4 Multiracial students arrive ready to learn

Ferndale School District



1 in 5 Asian student arrive ready to learn



1 in 7 AIAN students arrive ready to learn

Survey & Events
57 participants

Stakeholder
4 participants

Focus Group
15 participants



“When you learn something from people, or from a culture, you accept it as a gift, and it is your lifelong commitment to preserve it and build on it.” — Yo-Yo Ma

ACCEPTING THE GIFTS OF STORY

In engaging with this research, we would like to create an invitation to *accept the gifts of story* – as a community weaver, as a creator of context, and as a catalyst amelioration.

Story as Weaving

Seemingly disparate communities hold shared values and hopes that bridge perceived divides.

In a diverse community with wide ranges of lived experiences, beliefs, faiths, political affiliations, and traditions, finding commonality can be challenging. From the words we use to describe something to how our lived experiences and beliefs inform our perspective on events, there is much that can alienate those who do not share our common rhetoric or experiences. Stories offer a way of engaging with information differently. By engaging through the language of sharing stories, we foster opportunities to empathize with one another and create a deeper understanding of circumstances we may never directly experience. Through this qualitative process we have had an opportunity to analyze stories collectively, pushing past the rhetoric, and revealing shared values across communities that may seemingly share little in common.

Discovering and focusing on the common thread through our collective stories allows us to build a stronger community.

Story as Context

Providing critical information about the everyday circumstances that contribute to outcomes in our data.

As we evaluate and seek to deeply understand quantitative data and the *why* behind the data, the story becomes essential. Each data point in our existing local assessments, whether they be our Community Health Assessments, Healthy Youth Surveys, or other data sets reflect a singular aspect of our neighbors’ lives. These evaluations are useful for looking at big picture trends and gathering aggregate data about populations, but without more information about the story behind these trends, we may not have the details to change the trajectory of a trend. It’s in story that we can understand the details. Qualitative data collection and listening to individual stories and perspectives gives us insight into the daily circumstances of community members.

These glimpses into someone’s life can help identify not only what is contributing to the outcomes in data, but also, may bear strategies for change.

Story as Catalysts

Learning directly from communities about where they see opportunities for healing, growth, and change.

Starting with community members and *listening to learn* from them can manifest opportunities. This is where community members can offer insights and deeply engage in the work of shaping solutions. In a diverse community, no one person holds the solutions, but when we aggregate our base of knowledge, intuition, skills, and assets, residents can work to solve collective challenges. Our recent study offered a platform for knowledge sharing. Through the sharing of stories, community members deposited gems of wisdom by allowing others to learn from their experiences, their mistakes, their successes, their frustrations, and their joy. **Accepting what there is to learn from these stories and leveraging any new understanding gained in that process will support shaping better solutions as one community, one Whatcom County.**

OUR COMMITMENT TO COMMUNITY

When we began our journey of bringing the vision of a Whatcom Racial Equity Commission (WREC) into reality, our focus and commitment was centered on the community: to embed equity in the process itself to elevate, learn from, and leverage the wisdom that can come with lived experiences.

We need to be included, and our historical knowledge and expertise that's been passed on for generations, all the stories. All of that needs to be included in the planning process. Our ancestors were smart, they were legit scientists. No, they didn't have the educational background from an educational institution, but they knew the earth. They knew the environment. And they were the real scientists here. We've survived floods and volcanoes and tsunamis. There's many stories about those survival times of our people. -Member of the Nooksack Tribe

With the support of the Chuckanut Health Foundation, we launched the development and advocacy process in May 2021 with a Community Visioning Summit and now, in partnership with local government leaders, we are delivering a set of recommendations developed by 72 committed, individual community participants, with a core team of 35 stakeholders, through 80+ hours of meetings, many re-writes and even more alignment conversations.

Throughout the entirety of this process, we've prioritized and created mechanisms to uplift the voices, stories, and perspectives of Whatcom County residents. Our county communities are not only racially and ethnically diverse, they also represent the entire range of political affiliations; identify across the entire gender spectrum; practice different faiths; have a wide range of economic statuses; work in a variety of different sectors; and are of all ages.

THE FOCUS GROUP PROCESS

This report includes the results of an intentional and comprehensive focus group process co-designed and co-led with our Stakeholder community in order to acknowledge and include our county's varied life experiences.

Participation Data

- **Over 100 Community Members**
- **Ages 14-75**
- **53.6%** Identified as People of Color
- **20%** Identified as LGBTQIA+
- **66%** were parents, grandparents, or caregivers
- **40.9%** had personally or had family experience incarceration
- **71.8% said they had experienced racism and/or marginalization**

Stakeholders helped develop nine questions related to equity, belonging and subject-specific topics which were informed by the issues and concerns raised in prior local government townhalls, listening sessions, community conversations and strategic planning processes. These questions were used to guide the two-hour, focus group discussions, with the intention of creating conversations that would invite both quantitative and qualitative input.

Stakeholders also assisted in reaching out to different communities to solicit participation and, on occasion, engaged as co-facilitators

of the focus group sessions themselves. Examples include a college student who conducted a higher education student focus group; a community member, who has lived in the Nooksack school district, conducted several sessions with our Everson, Nooksack, and Sumas communities; and a stakeholder with professional outreach expertise engaged with our local Hispanic and Latinx populations to conduct a session in Spanish with our fish and farm working community.

We also had several focus groups comprised of people who opted in through our mailing list, while several others shared an affinity—such as racial identity, being a leader in the faith community, or from a specific professional sector, city, or community in the county.

Over the course of six months, we hosted 32 focus groups, with over 100 participants who chose to contribute more than 60 hours of their time, thoughts, and stories to help us understand how they see our community and how they experience racial equity. Our decision to compensate participants for their time and effort provided evidence of our intention to listen, hear and honor all their contributions.

... I think our worst enemy is ignorance. If we don't educate people, and if we don't share these stories. I think racism is learned. And if it's learned it could be relearned a different way. -Latinx Community Member

It is worth noting there were multiple instances of community members who declined to participate – reasons cited included the belief that their perspectives wouldn't be respected or

believed; a weariness at being asked to share their experiences but not trusting their sharing would have an impact; and a fear for their personal safety and well-being.

Our stakeholders have shared how honored they were to not only facilitate these conversations, but to also bear witness to the stories and experiences of our community members. The WREC team was honored to have our stakeholders as leaders in this process – their leadership and participation created opportunities to build bridges of understanding and to ensure the various diverse perspectives of our county-wide neighbors would be represented in this process.

DATA ANALYSIS

Our team engaged Dr. John Korsmo, Ph.D., Chair Health & Community Studies, Professor of Human Services, Western Washington University, to review, evaluate and report on the focus group data. Both a detailed report and summary of the key findings relative to founding a local racial equity commission will be released in full and are included in our final report.

Dr. Korsmo spent 200+ hours analyzing roughly 1,000 pages of raw transcripts, identifying nine overarching themes and creating 112 pages of data in support of those themes.

A theme is defined as an idea or topic mentioned multiple times within a single focus group, and also across multiple focus groups. The nine identified themes are:

The inductive data analysis process:

- Review of roughly 1000 pages of raw data
- Identification of relevant pertinent information
- Organizing pertinent information for each focus group, and for each individual question
- Identification of emerging common themes within each focus group, and for each individual question
- Cross-tabulation/comparison of themes across questions and groups (seeking common themes)
- Articulating themes and salient information for each focus group, and for each individual question

- **Equal Access and Inclusion**

Means of obtaining, receiving, or approaching something safely, or joining in on something – with equal welcome and opportunity. The practice or policy of providing equal access to opportunities and resources for people who might otherwise be excluded or marginalized. Entails welcoming encouragement to be a valued participant or contributor.

- **Representation**

People from a particular place or group are present at and engaged with equal influence of people who represent the numeric majority. May include the action of speaking or acting on behalf of someone not present, in their best interest.

- **Call to Action and Consequences**

A prompt or necessity to take action toward a specific aim. Results or outcomes of an action or condition.

- **Safe Places and Accountability**

An environment in which a person or category of people can feel confident that they will not be exposed to emotional or physical harm, including discrimination or harassment. May refer to geographical space, physical location, or virtual

environment. An obligation or willingness to accept responsibility or to account for one's actions – particularly related to acting on awareness/knowledge.

- **Inequities**

Referring to instances of injustice, unfairness, or unequal treatment, including historical discrimination.

- **Organizational Structures / Systems**

The methods by which work flows through an organization or community. Processes and ways of operating in order to achieve goals of an organization or community.

- **Awareness / Funds of Knowledge**

Conceptualization and knowledge including that which has been historically and culturally developed to enable an individual or household to function within a given culture.

- **Prejudice and Racism**

Relating to preconceived opinion that is not based on reason or actual experience. Discrimination, or antagonism directed against a person or people on the basis of their membership in a particular racial or ethnic group, typically one that is a minority or marginalized population.

- **Burden on People of Color**

Referring to the emotional or physical load carried by Black, Indigenous, and other People of Color. May include labor or hardship that is not equally distributed among general, or non-BIPOC population.

Dr. Korsmo has shared that the WREC Focus Group and data collection process is the most exhaustive and thorough effort he's seen to-date in Whatcom County.

We have synthesized and created a working context from these themes to guide our development process – there are three primary conversations:

- Community member experience relative to racial equity issues
- The potential role a governmental entity such as a Commission could play in addressing local inequities
- What belonging currently looks like in Whatcom County and how that could shift as we engage in meaningful racial-equity work.

Examples of qualitative information collected through the focus group sessions includes:

- *“A teacher was bullying my daughter. Thank God, the other teachers took action. The principal took her out of school, but the experience was a little difficult. I had to go to the school district for support, so they could do something. It's my daughter who is still very fearful of teachers because the teacher looked down on her because she was Hispanic.”*

- *“We actually had a teacher send a note back home to my brother that for his silver bracelet¹. He said that it was making too much noise when he was writing on the desk. If he wanted to wear it, he had to tape it to his hand when he was at school.”*
- *“I don't think there's much that has changed in the 20 years since I've been at high school [in Whatcom County]. Nothing has changed, actually. It's almost two weeks ago, my daughter was called a racial slur at school, at recess by a little boy. And I knew that this this day was going to come but I didn't know it was going to come this quick ... it opened my eyes to a lot of things and then also for the school's response to address the situation was not surprising. They didn't do anything.”*
- *“I see white patients in clinic and black patients in the hospital. Because of the preventative care and the insurance that's required to cover specialty [treatments] ... we know a lot of our black patients wait until their heart attack is completed or until they've been dealing with something for so long, and cost always comes up in conversation. How much is it going to cost, how long do I need to be on this medicine, how much is this procedure going to cost. And we hear it every now and again from white patients but not nearly to the extent of our black and brown patients, and the unit just looks different. It's just a different demographic inpatient versus outpatient.”*
- *“I'm just at the end of the day, if I can come back and just be tired from work like regular white people are, and not have to worry about getting harassed or getting spoken to a certain way or not all of that added work that goes into doing labor for white people making myself smaller, trying to avoid situations and all of that stuff, that would be success for me. That's a successful Whatcom County Racial Equity.”*

WHAT'S NEXT

... where the rubber hits the road is when you say, “Okay, we know all this stuff. What are we going to implement, that is going to change people to make them fair or to make the system compensate?” There's the application that is actually the difficult part. We can all know what's going on. And, in fact, people have been pretty good about getting the word out about a number of issues in society in the last couple years, and we're still kind of struggling with implementation. -Member of Our Criminal Justice System

While we are pleased to present these findings related to this current phase of work, we want to emphasize that it represents only a fraction of the potential learning from our focus group process. Participants joined knowing they were not only informing our recommendation process but also providing critical feedback which can be used to inform a seated Commission's areas of focus and work. Subsequent revisiting and analysis of the focus group raw data will be essential in honoring and addressing the lessons to be learned from our community members.

We also want to acknowledge the community members who chose to share their time and wisdom with our team – we have a deep appreciation for their willingness to speak with us and for allowing us to listen to their words. We hold in our hearts a deep sense of responsibility to honor their stories by building upon the lessons they shared with us, and we thank them for

¹ “Silver Bracelet” refers to a *kara*, an article of faith worn by members of the Sikh community.

trusting us with their experiences. As the development of the WREC moves forward into its next phase, we will continue to look to these experiences, and the lived experiences of our stakeholders and community members as well, to shape our project and the process of establishing the Whatcom Racial Equity Commission.

With Gratitude,

The Whatcom Racial Equity Commission Project Team

*Shu-Ling Zhao, Cindy Whiston, Terrance “TeeJay” Morris, Alexander “Bodi” Hallett,
Komalpreet Brar, Eukia Lemaster, & Heather Flaherty*

A Case for Racial Equity: Perspectives of Whatcom Residents
Whatcom County Racial Equity Commission
Review of Qualitative Data
Dr. John Korsmo, 2022

Overview

In order to better understand the current contexts, needs, and aspirations for a Racial Equity Commission in Whatcom County, we worked to qualitatively engage community members from a wide area of the county in conversation and focus group interviews to learn perspectives from diverse constituencies. This information, or “data” was garnered through deliberate and widely recognized methodologies, outlined below.

Qualitative methods can get at the things that quantitative data don't, such as the reasons for people's actions, the lived experiences of a population, or community history. They can help to identify community issues or needs and provide a basis for planning community efforts that lead to long-term change. Qualitative research methods are valuable in providing rich descriptions of complex phenomena; tracking unique or unexpected events; illuminating the experience and interpretation of events by people with widely differing stakes and roles; giving voice to those whose views are rarely heard; conducting initial explorations to develop theories and to generate and even test hypotheses; and moving toward explanations and deliberate action. Qualitative and quantitative methods are complementary, used in sequence or in tandem. The best qualitative research is systematic and rigorous, and it seeks to reduce bias and error and to identify evidence that disconfirms initial or emergent hypotheses.

Process

To garner insights from a wide swath of Whatcom County and better understand the diversity of perspectives, 32 focus group interviews (Appendix 1) were conducted over a several-month time period, with over 100 participants. Interviews consisted of nine semi-structured (open-ended) questions (Appendix 2). The interviews were recorded and transcribed, to assist in the analysis of participant feedback. An inductive approach was then used to analyze the data, as is commonly the case in health and social science research.

The purposes for using an inductive approach are to (a) condense raw textual data into a brief, summary format; (b) establish clear links between the research objectives (community members) and the summary findings derived from the raw data; and (c) develop a framework of understanding the underlying experiences that are evident in the raw data. The general inductive approach provides a systematic set of procedures for analyzing qualitative data that can produce reliable and valid findings.

A thematic content analysis was then conducted, which involved identifying themes and categories that emerged from the data. While engaging in content analysis, the researchers focus more on the frequency of occurrence of various categories, and during the thematic analysis, it is more about identifying themes and building up the analysis in the most cohesive manner. Thematic analysis can be more in depth and generally provides a broader understanding than

content analysis alone. Content analysis assists us to identify important data to focus on, while thematic analysis helps us identify and understand the descriptive data.

While this is a rather tedious process it helps us formulate a more complete understanding of participants' varied experiences and opinions of racial equity in Whatcom County. When coupled with quantitative statistical data, it helps us to paint a more complete picture of the lived experiences of Whatcom County residents. The data analysis process included:

- Review of raw data
- Identification of relevant pertinent information
- Organizing pertinent information for each focus group, and for each individual question
- Identification of emerging common themes within each focus group, and for each individual question
- Cross-tabulation/comparison of themes across questions and groups (seeking common themes)
- Articulating themes and salient information for each focus group, and for each individual question

Outcomes

A review of over 60 hours of audio-recorded interviews, and roughly 1,000 pages of raw data (interview transcripts) was narrowed down to 112 pages of relevant pertinent information. A cross-analysis of text was conducted, identifying myriad common perspectives, and ultimately 9 over-arching pertinent themes (present in responses to multiple questions, and consistent among distinct focus groups), which will be outlined below.

Overarching Pertinent Themes

Equal Access and Inclusion

[Means of obtaining, receiving, or approaching something safely, or joining in on something – with equal welcome and opportunity. The practice or policy of providing equal access to opportunities and resources for people who might otherwise be excluded or marginalized. Entails welcoming encouragement to be a valued participant or contributor.]

This theme was touched on by 31 distinct groups involving 8 questions.

Representation

[People from a particular place or group are present at and engaged with equal influence of people who represent the numeric majority. May include the action of speaking or acting on behalf of someone not present, in their best interest.]

This theme was touched on by 31 distinct groups related to 8 questions.

Call to Action and Consequences

[A prompt or necessity to take action toward a specific aim. Results or outcomes of an action or condition.]

This theme was touched on by 31 distinct groups related to 7 questions.

Safe Places and Accountability

[An environment in which a person or category of people can feel confident that they will not be exposed to emotional or physical harm, including discrimination or harassment. May refer to geographical space, physical location, or virtual environment. An obligation or willingness to accept responsibility or to account for one's actions – particularly related to acting on awareness/knowledge.]

This theme was touched on by 29 distinct groups related to 7 questions.

Inequities

[Referring to instances of injustice, unfairness, or unequal treatment, including historical discrimination.]

This theme was touched on by 29 distinct groups related to all 9 questions.

Organizational Structures/Systems

[The methods by which work flows through an organization or community. Processes and ways of operating in order to achieve goals of an organization or community.]

This theme was touched on by 29 distinct groups related to all 9 questions.

Awareness/Funds of Knowledge

[Conceptualization and knowledge including that which has been historically and culturally developed to enable an individual or household to function within a given culture.]

This theme was touched on by 29 distinct groups related to 8 questions.

Prejudice and Racism

[Relating to preconceived opinion that is not based on reason or actual experience. Discrimination, or antagonism directed against a person or people on the basis of their membership in a particular racial or ethnic group, typically one that is a minority or marginalized population.]

This theme was touched on by 29 distinct groups related to 7 questions.

Burden on BIPOC

[Referring to the emotional or physical load carried by Black, Indigenous, and other People of Color. May include labor or hardship that is not equally distributed among general, or non-BIPOC population.]

This theme was touched on by 23 distinct groups related to all 9 questions.

(See Appendix 3: Themes and Respondents for each Question for reference.)

Implications and Community Voice

The following pages outline some of the key takeaways and themes from responses to each interview question. While identifying information such as names have been redacted for confidentiality, direct quotes are used to present precise insights from participants. Respective themes are highlighted and underlined for point of reference.

Question 1: What does [or what could] belonging look like in Whatcom County?

There was considerable appreciation for all that Whatcom County has to offer its residents, from its geographic location and natural beauty, to the services, activities and resources, to the people who live here. It was, however, noted within each focus group that the assets and opportunities of Whatcom County are not equitably accessible or universally experienced. There was a common level of awareness related to the relationship between one's sense of belonging, and their ability to experience **Equal Access and Inclusion**, and to "...have a space and a community that you feel welcomed in. To feel that you are seen...just being able to say that you have a group that you relate to, that you feel you can communicate with and that can understand you're here, a space where you feel heard" (NVFL). Related to this sense of being welcomed, is a prevalent desire to feel "...accepted by everyone else just for being who you are and who you want to be... even if they don't agree with you..." (SFF). Or as stated by one Sumas area resident,

I think belonging in this area is everybody being free to be themselves, whatever that means to them, whatever their culture background. I think that's probably the biggest thing that I would say is being able to represent your culture and show who you are, whatever it is, and still feel like you belong in the community. And having your background be respected and celebrated and educated about and not seen as something that is just different. (SUMAS)

This attention to being respected and celebrated for who one is and the richness their family culture and heritage brings to the County was prevalent throughout each region and demographic involved in focus groups throughout the County, and centered on **Safe Places and Accountability** combined with appropriate **Representation**:

...it looks like people feeling safe and comfortable to come together and share ideas, to have safe places to gather. But also sometimes it's not necessarily a physical gathering,

but an ability to gather around a central concept and have community wide conversations that everybody can participate in. (A&C)

I think that belonging is an intentional community. It has an arms open policy that brings acceptance and love to the people that you come across and there's an opportunity for those people to join in and walk alongside each other, and that belonging part comes when we can join in some collective goals and work alongside each other. (NVFL)

I'm just coming from a Mexican American perspective. We have no cultural spaces right now in Whatcom County anywhere. And I think that's what has been one of the biggest issues. The fact that we have no space for different communities to be able to gather and be able to create their own cultural spaces and when I say culture, I mean traditional cultures but also political alignment. Whatever fits that community and that it'd be acceptable. (SJA0)

...in terms of belonging and representation there is a bit of a difference in what culture we share and where we can see each other or see others of our own. (LX)

[We need] spaces where you feel comfortable being who you are, no matter how you identify or what you look like or what your resources are. Also, being a safe, comfortable space to ask for what you need. I think that's a really big part of belonging. (SJA0)

I think it means that you have a sense of safety and security, no matter where you may be. I see it a lot with middle schoolers all day long, belonging to them means very different things than to us. I think it means you feel safe in a situation. And, there's been multiple times from different places where I've just not felt like I belonged... (Pw/U)

I think belonging is about having spaces where you're able to be yourself and ask the questions that bother you and express yourself in ways that are comfortable to you. (NVFL)

Belonging looks like public recognition, besides rhetoric, that actually gives us governance and a voice and we're listened to instead of marginalization (SJA0)

There were common observations and experiences shared that point to a need for intentional attention to understanding and respecting diverse backgrounds and creating opportunity for community to come together across differences, toward common aspirations of health and wellness. These include such themes as acknowledging and addressing **Prejudice and Racism**, as well as awareness of increased **Burden on BIPOC** community members:

Right now, it looks very siloed. There are various groups based on income, social status, or political positioning. It's a very siloed community and belonging depends on your courage to get into spaces where you're normally not in that silo. And it's race, its class, its political alignment. It's also access. It's very stratified. (SJA0)

There's so many barriers to acceptance that are hidden. I don't even know how to express it except that I know that it's complicated and it's a problem for a lot of us white folks to really get our avenues of belonging and acceptance cleared out and barrier free. (Parents)

...Belonging would be not having to fight through discriminatory prejudice, assumptions, stereotypes, or prejudging to do what you want to do. (Parents)

...so that feeling of, you know, people watching you when you go into those stores or whatever. I grew up with that right, and we knew how people felt about people on the rez, right. And then when Obama got in there, I felt like there was hope. Oh my god, it just felt so hopeful, and then all of a sudden, the day Trump gets in there. I was downtown, and I was getting one of our elders [at the] store. And a guy stopped and he just started flipping my mom and I off right by the window, and he said, "Make America great again" and he was just flipping us off the whole time we were sitting there. So we get home and I'm talking to mom about it and mom's just like, "oh I got shot at with the girls in Birch Bay..." and, you know, we talked about all the things that have racially happened to her before. So it didn't even faze her that guy doing that, but for me I felt really bad because I can see my children [also facing this].... (IFG)

[Belonging would be] having spaces that are as free of judgment as possible and that we kept coming back to assuming best intentions of everybody that comes in. I know on an individual level when I haven't felt like I belonged somewhere it was usually rooted in something like that, where it was like their suspicion or lack of trust or something. I think creating belonging involves knowing that you can never really know who somebody is, just based on how you see them and what you perceive. And that's a big ask, but I feel like it's an important thing to cultivate in a community, knowing that we might be ignorant to who someone really is and not just go with our assumptions based on what someone looks like. (A&C)

In keeping with the notion of assuming best intentions, and "doing the work" of getting to know our neighbors was a veritable **Call to Action and Understanding of Consequences**, including consideration for **Organizational Structures and Systems**:

I think for me, belonging is an action word. It's not something that you see that's hung up front of a business as part of a mission statement or a value statement, but it's about the actions of people and what you do. I know in my experience, people remember more about how they're treated from another person than anything else. They might not remember your name. They might not remember where you work, but they remember how you treat them. So belonging is actionable, and being able to invite people in not specifically to your home, but just into whatever circle or wherever they are at that point. So hearing people and treating people with respect and making people feel comfortable. (LEFG)

In some ways the way organizations or institutions are created were inherently racist. And so it's like you have to have changes in some of those structures, whether that's through law, or however you're going to go about changing it in order to solve some of these problems. (A&C)

I have not really struggled with belonging myself, I feel like me in my life, I've been quite fortunate. The systems are all in place for me to feel like I belong [as a middle class White person]. (ML2)

Taken together, the perspectives associated with participants across the board were hopeful for what Whatcom County may become as safe and respectful place.

Question 2: [To what degree] can cultural awareness solve for structural violence or racism?

Perhaps more than any other question, responses to this one were contingent on defining and understanding terms, and how one interpreted the meaning of the question itself. On the surface, participant responses of either a solid “yes” or a solid “no” could lead one to believe there was a marked discrepancy in opinion. There were indeed emotionally expressed responses in both the affirmative (yes, cultural awareness can solve for these things) and the negative (no, of course cultural awareness can’t solve for these things). For instance:

[Of course not]. Obviously white people asked that question. Or politicians that want to just take care of shit. It's like, okay, let's deal with this, give them anti-racism training, give them some cultural awareness, and we'll do A, B, C, and D, and we'll take care of it... (SJAO)

I think that is the only way we can solve this issue of structural violence and racism. It's the only way, once we understand each other's cultures and where we're coming from. (NES)

Upon more thorough consideration, it can be seen that with myriad caveats and explanations, there was actually a very consistent opinion among all respondents, that cultural **Awareness and Funds of Knowledge** (considering the sources of knowledge) is important and necessary, however not sufficient. Whether participants initially expressed belief that cultural awareness can, or cannot, solve for structural violence or racism, such comments were commonly conveyed:

I think cultural awareness is an important thing because it informs your decisions, and whether that's a micro or macro level, if you know more, you make better decisions. (Pros)

I think cultural awareness is like a steppingstone towards a conversation for healing but in and of itself, being aware of some of these cultures I don't think is going to fix the heat in people's hearts. (PDef)

I think cultural awareness will definitely help because in wide hierarchies, if somebody is uninformed it's a good idea to have a discussion with them that you're somehow not less, that you're also a human being, you also have your culture, your representation. And just because you're not so visible in Whatcom County which is majority white. It does not make you less of a human being, and it would help a lot, bringing awareness to people. (AAPI)

I think people tend to fear the unknown. I think cultural awareness can make a really big difference for violence and for racism. I think that at a certain point if someone is determined to not accept others, and he's determined to go out of his way to show violence, to show racism, there's no way that we can really counteract that. I think the best method would be to kind of teach about other cultures from a really young age. (YAS)

To better express themselves, several people shared personal stories of various ways in which awareness toward cultural competence has influenced their lives in Whatcom County, such as:

I think it can definitely help but I think our worst enemy is ignorance. If we don't educate people, and if we don't share these stories. I think racism is learned. And if it's learned it could be relearned a different way. And I'll share a short story about 2020. The previous president was in power. I walked in one of my [construction] jobs with one of my workers. And there was this lady - I walked in and I said, "Hi I'm Stan¹" and her first response was, "Hey Stan, what do you think about our wall?" That was the first question, and I'm like what wall - in your house? She was referring to the wall that the President was promoting right. So, my reaction was like, "Well, I think he's stupid." Of course, that ended up going into a long conversation. I told her my story, and my parents are from Mexico. They brought me here when I was nine, illegally. I grew up in central California for a long time and I moved here and got a job and I had no immigration status, also long process, then I started my immigration process through President Obama. And so, I told her my story, and guess what, they're my friends now. If you don't share these things that we're going through, if we don't let them know the other side of, "oh there was a Mexican here that killed somebody," they see all of us as bad people but when they hear the story... Yes, I came here illegally. Yes, I lived here for a long time. I got married I have four kids, I own a business that I pay probably more taxes for. Once you hear the story - if you share your culture, your point of view they see the other side. If they get out of their minds from "well he's illegal, he should get in line", like where is the line? If they know that there's no line, they think twice for a minute. I think sharing will make better awareness of our culture and things that we go through, and why things happen, ... when they hear the stories I think he changes, he definitely changes. If we don't speak, nobody's gonna know... They were a little aggressive in the beginning but in the end they saw my point of view, and they feel compassion for me. And we stay in contact and it takes us talking, speaking, sharing with them what we go through. We're not bad people. We have the same feelings that they do, and we have the same dreams that they do and this is just this invisible wall that's holding us from getting there. (LX)

This shared experience, like so many others, is an example of the consideration of “funds of knowledge,” or the source of empirical and valid information, such as that which comes from real life, personal lived experience, and not only academia. Another consideration for this type of awareness and information is “indigenous ways of knowing” which gets at the vast variety of knowledge that exists across diverse indigenous communities, families, and individuals. A common thread within each of the interviews was a call for Whatcom County to pay more attention and give more credence to informal knowledge. To learn from the experiences of families who have farmed for generations, or those who have immigrated/emigrated here for work, or those for whom post-secondary education was not an option or a desired choice. Participants discussed an inherent perceived assumption that community members with formal higher education and positions with authority are granted more attention and taken more

¹ Participant's name has been changed to maintain anonymity.

seriously as sources of knowledge than those without it. Regardless of types of employment or educational levels, 28 of the 31 focus groups discussed the importance of soliciting, valuing, and honoring multiple sources of knowledge, including indigenous ways of knowing, the knowledge of our community members in poverty, those who have been incarcerated, and those for whom English is not their primary language, and others. Suggestions relating to how to solicit and utilize such knowledge pointed to the nexus of education, awareness, and relational engagement, including a **Call to Action and awareness of Consequences**, such as:

I think awareness is foundational but it is not the work. And I don't think it can resolve anything. We have to have a basic understanding that this is happening. (MHW)

I could sit and be told to be nice to everybody and be inclusive, but until you're actually talking to people, and have an actual understanding of what they go through, I think that's where the real movement starts to happen. And I think it has to start on an individual basis, and then collectively, to fight systemic racism. (Pros)

I think, just being who I am, a white female, it would be very easy for me to turn a blind eye to the structural violence and racism because it doesn't directly impact me. I'm not typically someone who deals with discrimination based on my culture and who I am. I think that cultural awareness is a steppingstone, it can help people who would otherwise not understand that structural violence and racism exist in this world. And it can educate people, but it doesn't change it on its own. But it can be the start of that change, educating people so that in their everyday lives, they're seeing the impacts of these things and they're actually in a position potentially to make some small efforts toward resolving what's going on once they are able to see it. (PDef)

I think there are some people who are blissfully unaware and becoming aware is a good foundation. But there also still needs to be accountability. There needs to be action, because people can be aware, and they can also maintain the level of power that they have. (MHW)

I think cultural awareness has to be there. But the thing is, it's just the base. I mean, you're not going to want to feel empathy for somebody if you don't know anything about them. I think that's the very first thing that has to come about is cultural awareness. You have to be aware you have a neighbor, first of all, and what your neighbor's going through before you're ever going to want to step alongside of them. But I think the basic problem is, we think that cultural awareness is enough. And I think it's beyond that. You have to be willing to stand beside somebody. ... I think you have to make individual alliances and individual friendships. Know who my neighbor is. It's got to be personalized... (CE)

...the cultural awareness of individuals has to also be accompanied or followed by action. So awareness, and understanding and empathy on their own don't change anything, unless those people who garner that awareness use it in a way to enact change. (Pros)

Sort of where the rubber hits the road is when you say, “Okay, we know all this stuff. What are we going to implement, that is going to change people to make them fair or to make the system compensate?” There's the application that is actually the difficult part. We can all know what's going on. And, in fact, people have been pretty good about getting the word out about a number of issues in society in the last couple years, and we're still kind of struggling with implementation. (Pros)

I think you can be aware and not act. And so you got to take that awareness and do something with it. And, that means things like strategic plans that include the right kind of focus and compel action in the system. That means willing to take a public stand and make statements about equity and inclusion and diversity and stand on those in the face of attacks and questions and whatever. (SUPS)

...that's kind of part of the problem - people want an easy fix. They want a general solution they can just apply across the board...it takes building relationships, knowing your neighbor, like getting together and cooking a meal but that's harder for folks. They just want to read their Ibram Kendi book and be done with it. (SJAO)

Sometimes you need to bring the bigger guns to get things done, and then do the education part. Then people are like, “oh, I have to do this” or “I have to follow this [law or rule]”. And at the end of the day, you could talk to and educate people, but we have done so much education already. We have done so many things, community service, different things. Sometimes you just need to have a bigger law or something... (SE)

In keeping with the common call to action offered by participants, a distinction was made between a person or community being non-racist, vs. being anti-racist. Action is the key ingredient that differentiates these two. A person or community may not actively support racist or prejudicial behavior or policy, however absence of action against racism and prejudice is complicity.

While there was considerable attention given to the power and potential of education and training relevant to cultural awareness, it was not without its concerns. In considering the ways in which people may obtain professional development around cultural awareness, there was also apprehension about the types of and sources of information and training people receive as well as inherent potential pitfalls or consequences of such training, much of which is deficit oriented, tokenizing, or otherwise absent of localized pertinent, insider awareness:

...whose cultural awareness and what does that actually mean? And where are you getting your information and knowledge? And are you just saying, ‘Oh, I understand this culture because I have one Asian friend and they're okay with XY or Z’. (MHW)

I would add maybe there's a difference between cultural awareness and cultural valuation. And so just because you're aware of cultural differences doesn't mean that you value them

as much. I would differentiate between cultural awareness which is acknowledging the difference of cultures versus valuing the difference of cultures, and so cultural valuation could potentially solve for some of the structural violence because you would seek out and value the equity component. (Pw/U)

The unfortunate thing is sometimes trainings become almost like a deflection so that actual change doesn't happen. You'll have a DEI (diversity, equity, and inclusion) training or something and then there will still be a really consistent structural problem in an organization and then the answer is, 'but we have that DEI training.' (A&C)

...who's interpreting [cultural awareness], because I feel like that's kind of where structural racism and violence came from. Like, it's very intentional. (MHW)

...my experience with cultural awareness has been ending up in co-opting of our traditions and our celebrations particularly in our community, the Cinco de Mayo stuff that happens in all of these white led organizations where they have, these Cinco de Mayo things with white people putting on Mexican hats and all that stuff and eating tacos and all of a sudden, you know, they're like, that's cultural awareness...the question is bothersome. Do people know what structural violence is? I think people need to first understand what structural violence is. And no, it's not going to solve the problem at all. In fact, it's only going to make it worse. It's been making it worse... I think that white people need to understand what their culture is first. And I'd like to know, what is white culture? You know, because there's a problem with white people not really understanding what their culture is, and I grew up with Danish people, Germans, and Swedes. And it was beautiful, their culture what they shared with me... (SJA0)

It has some value and can be useful and can be helpful and may be an ingredient in the change making. But it's definitely not sufficient. I'm not even convinced it's necessary. So it's nice to have, and I think at the same time it also carries with it some risk that the degree to which these issues are structural is not diminished in some people's minds. (LGBTQ+)

I'm not sure about cultural awareness. I think that people have to really embrace difference, and this is not a community that seems to do that. It seems like the only safe way to interact is to mimic the person you're interacting with. And because otherwise, they will reject you. (CE)

I think it's a mixed bag, because I don't understand why the general white person has to know our background and our cultural experiences to then say, 'wow, I've never known that,' and then they might think of us like a human, or even an equal. (AAPI)

I don't think it does a bad thing unless it leads to complacency where people think okay, 'well now I've done my part. I've learned about these issues' ... that attitude could actually be damaging, but I think to the extent it makes you more culturally competent, more sensitive in our job - more capable of relating with people in a way that feels right for them, it's a positive. But it doesn't solve past problems. (PDef)

I think a big piece of solving for structural violence and racism is really getting on terms with the fact that there's this big struggle of understanding historical challenges and not wanting to take any ownership for benefiting, 'just because I'm white and my ancestors had slaves doesn't mean I did'. (MHW)

This cultural awareness training feels kind of weird to me. It'd be great for there to be spaces for us to share cultures and music and food and song and dance and stories. But it feels like you're trying to take something that's like, really beautiful and unique, and squish it into a box that's easy to digest for white people...there's something about training and cultural awareness that just makes me uncomfortable. And that's not what's really going to solve the problem with structural violence...it feels kind of uncomfortable. (SJA0)

Much of the finer-pointed critique and concern for potential negative consequences associated with considering cultural competency as solving for structural violence and racism relate to **Prejudice and Racism** in Whatcom County, as well as the additional **Burden on BIPOC** when confronting these issues:

I don't think cultural awareness solves structural violence or racism. I think violence and racism comes from a worldview that diminishes the value of people as disposable so we can trample over them. If we view them as worthy individuals to receive our respect and they have an innate value, regardless of where they come from, that there's dignity attached to them, and care along the way that the violence and racism is just an exposure of our view of personhood - whether or not that person is valuable and so I think those things transcend awareness, because it's not a matter of education that fixes these things. (NVFL)

I think it takes more than just the people of color. We need the help of white people as well. And right now, it feels like they mean well. They're there to be supportive against racism, but you have to be anti-racist as well. You have to be part of the bigger change and so we just have a long ways to go. (School)

...are they willing to do their work and not put their head in the sand or pretend? I've seen a lot of people. They get tired. We're all tired. But they get tired of the weight and the burden of having their eyes open, and they take the breaks from the work because their privilege allows them to. (AAPI)

Oftentimes, from my experience growing up in the public school system, and I know I didn't experience racism as much as people before me did, but when I think back, I feel like I did a lot of trying to fit in here rather than embracing my culture and my identity as a Nooksack matriarch in the making. I found myself trying to fit in with the non-native community and the standards of the non-native lifestyle. I think our young people still struggle with that. I do take pride in the kids that are now more involved with our dancing groups or drumming groups, canoe journey, canoe paddling, that being so involved in our culture helps them embrace that identity, rather than trying to fit in. (NT)

Many of the stories directly related to current and historic **Inequities** within Whatcom County and the broader State and Country. Being informed by our past and grappling with our present may compel us to take action for our future:

...it's kind of hard to change something that people have already gotten used to, because now I guess it's almost normal. ...It's very hard to change that because it's been around for so long, and a lot of people use racism in ways that people don't recognize it. And it's just kind of hidden in a bunch of different things. (SFF)

I think it's really coming from how do we educate and integrate the notion that this structural violence and racism was perpetuated and created and people are still benefiting from it? (MHW)

I think that no, [cultural awareness will not solve the problem] because I feel like social racism has been in our history. And that's basically how our country started. So I feel like it's way too dug in our history to fix it, or even if we try to fix it, it's gonna take lots of years and people to be open minded to help. (SFF)

Anything that can resolve is very future looking. It's not considering lifetimes of violence that have already wreaked destruction on communities of color and other communities. So, without reparations without other things that are backward looking, you're just not going to be able to solve anything. (PDef)

...what has historical racism done, with housing and redlining, with economics and loans not being given out to people of color and such, I mean again, there's just so much more that goes into it that cultural awareness is not going to solve. (AAPI)

It's something you can't get rid of because it's been here and present for a long time. So lots of people, even though they don't realize it are somehow still being a little racist. (SFF)

I think these things have been ingrained in us for our complete history. And it's really going to take some overcoming that stuff. We all know from a personal level, when we hold an opinion about someone or their culture and we get to know them, that preconceived idea just changes. And we begin to taste acceptance instead of rejection. And it just happens. I don't think it's going to happen for a long, long time... (NES)

Question 3: What, if any, are the impacts and costs that environmental quality has on your day-to-day life?

The invitation to speak about the environment led to numerous stories of experiences with such natural events as: recent flooding; extreme episodes of both heat and cold; excessive wind; events; impact smoke has had on air quality due to forest fires and other factors related to changing climate and population spread throughout the County. Discussion of the environment for some seemed a bit outside the scope of interest for a Racial Equity Commission, until each group tuned into such realities as **Inequities** of experiences and impact. This related particularly to socio-economic disparities and ability, or inability to mitigate risk and minimize discomfort and harm. Simply stated by one participant as, “*I think a lot of the effect is dependent on the*

resources that you have, which in turn dictates your ability to adapt and overcome whatever you're facing" (Pros). This discussion led to self-awareness that for some of our more affluent participants that, "in terms of the way it has impacted me personally, it's mostly been through inconvenience" (Pros). Additionally, were realizations of disparities of service and supports due to geographic location, challenges associated with infrastructure, and a person or community's capacity to even consider, let alone, prioritize environmental health:

[Some people are] in a privileged position to be able to re-forest and install solar panels, and I think our community can't afford that. They're just trying to make it paycheck to paycheck, and put food on the table. They would love that privilege of thinking about environmental issues, but environmental issues to that group of people might be how I get some dollars, some grants or public assistance, or EBT, or stand in line at the food bank. You know, that's the environment they're thinking of. We know, historically, it seems as though those areas that are of color or lower socio-economic areas seem to be an area where there's a dumping ground of environmental hazards. I just think of the low socio-economic folks in our community who just can't afford that. (Pw/U)

..who has more resources to find a work around, plug in an air conditioner, pay that extra electric bill, and who does not. (Parents)

I think it depends on how much money you got. If you're rich and doing well, there's very little impact unless a tornado or a heat dome, but then even with the heat dome, if you've got lots of money and you're living in a nice house, you can turn on the air conditioner, and you're fine. Get a generator. You can afford solar panels or whatever. I think the daily impact on your quality of life from environmental issues depends on your class. (SJAO)

I see white patients in clinic and black patients in the hospital. Because of the preventative care and the insurance that's required to cover specialty [treatments] ... we know a lot of our black patients wait until their heart attack is completed or until they've been dealing with something for so long, and cost always comes up in conversation. How much is it going to cost, how long do I need to be on this medicine, how much is this procedure going to cost. And we hear it every now and again from white patients but not nearly to the extent of our black and brown patients, and the unit just looks different. It's just a different demographic inpatient versus outpatient. (B&AA)

...we have rich people who are losing their vacation homes. We have poor people who won't be able to rebuild their homes. (Pros)

Just if you are a person that has access, you can go with the flow during crisis or during environmental tragedy but if you don't have access, economically or your job or whatever, It's tough. (Parents)

...we know that brown people and black people and indigenous people are more likely to be impacted by pollution and environmental effects in general, so our health is already impacted by that. [BIPOC] people are just as likely to suffer with PTSD as folks who serve in the military, and then you add all of these stressors... It reminds me of the lack of access

to health care ...on top of that there's discrimination of like being cut out of that option, or being cut out of my green card. (LX)

Having resources available, you know, the rich will never suffer...There's plenty of [other] people that suffer right now, with the unexpected snowfalls and just getting to shelters and things, so I am kind of blinded to it, because I don't see it. So, it's kind of out of sight out of mind for me. (Pros)

...there's probably a lot of environmental dangers in my day to day that I just don't even realize because I don't think of them. (PDef)

There's pretty distinct lines across Bellingham, about where low income housing was located, what kind of housing was located, your food desert locations. Which is kind of still existing. And some of those impact the quality of life. (School)

I actually acknowledge the privilege I have as a professional person able to teach from home, I can do my research from home. So, while it was an inconvenience, I was able to pay my bills and I ... can still do it on my own schedule versus a population that I work with. If you're having your service or your work in the fields. They didn't have a choice for their livelihood. .. I had a choice. I had a privileged situation because of my education level. Some people didn't have that. So, it's like owning our privilege. And that moment was very painful because I knew it was the draw of luck where I was born, my family, my own path. Had nothing to do with me. What happens to these people in the fields or doing outdoor work when they don't have a choice? (ML3)

Often, discussions of the **Inequities** of opportunity led to discussion of a **Call to Action with Consequences** in order to establish **Equal Access and Inclusion**:

...with the heat and the fire, I live up on a mountain and we have one way out if you're gonna drive, so that's always a concern. ... And you know, Wi Fi can be tricky, and so not everybody has that. So that's been a huge equity issue just because, we still have a large area without cell service. So, if you're stuck somewhere and there's an emergency, you can't call anybody so if I come upon an accident, driving home just to my house, I can't call 911 on my cell phone because there's just no access. (SUPS)

Honestly [internet] should be a public utility. (LX)

People of color, and people in rural areas are feeling there's no health care north of Bellingham. When I had a major incident, I had to bandage myself up and drive to Bellingham to get to the hospital ... if you want anything or help from Bellingham, good luck...I want grocery shopping, I want doctors, I want nurses, I want anything. I have to go to Bellingham to get it. So, I travel to Bellingham almost every day. That's a 25-mile trip each way. So that's why my car's got 150,000 miles on it. Four years old. (CE)

I agree with the stress of the day to day worry and trauma of that. I think it's a kind of an underlying worry that we all are feeling and it's all of these things... it's causing community-wide stress and trauma [that needs to be addressed]. (A&C)

I hear daily from my young adult kids about the anxiety and the issues that people have. (Pros)

...there's an equity issue in our schools. But when the floods happened, I should have known but it was like, my eyes opening to me that there's an extra equity issue in our whole community. So, one of the people that died was a good friend of ours' dad. And they were calling for help. And they were asking for help to search for their dad even after a lot of the floodwaters had passed. And they didn't get any help. And if you would drive by the people that were helping were people that looked like them- so people didn't speak English, people that were Mexican, Hispanic. There was not very many white people there ...If this family had a very popular last name in our community, the whole town would have stopped what they were doing and been searching for these people and that never happened. My wife and I were driving to the houses that were by the flood knocking on people's doors and they had no idea they were supposed to leave. They're like, 'Oh, we didn't know'. There was Facebook posts out, but they don't speak English. There was information that was being passed along but wasn't getting passed on to them. So, there was a group of us knocking on these pockets of low-income housing and they had no idea they were supposed to leave. And we saw that there's a whole equity issue in the whole community. ... But to everybody else, it's not a huge issue. (SUMAS)

Discussion typically cycled back to a realization that inequities of opportunity inherently exist when it comes to socio-economic-status. This related directly to racial equity particularly when considering wage and earning differentials and respective cost of living. More affordable housing is generally situated geographically in areas further away from workplaces and resources, compounding difficulties and burdens placed on those with the fewest economic resources.

These things are always magnified even more for less represented people in society. And along with the environmental impacts, is the cost of it being always basically a 'poor tax' to have something that's like say, nutritionally valuable or environmentally valuable. There's a barrier and costs with that as well. And that gets to children, and once again it gets magnified in their lives. (Parents)

You're not prepared for moving or replacing all your things. And even with things like renter's insurance, they don't cover a lot. It's expensive to pay for. It's like you're just kind of trapped all the time... I just feel like for people of color, the day-to-day impacts are typically less predictable and hit you harder and it is damn near impossible to prepare for. (MHW)

The average lifespan of a farmworker in the United States is 49. And that's because of environmental justice issues in the food system. Toxins, chemicals, exhaustion, heat, smoke, you know, you name it, and so, when you're talking about inclusion and belonging especially in governance, the fact that you're only recognizing the production and the profit from farmers and not understanding the impact on farmworkers...So farm workers are one of the most impacted first in the community and yet we are not listened to... Having

farmworkers on committees is extremely difficult, because we're exhausted and because it's difficult to participate... We've gone through two years with COVID. And now the heat dome and floods, where our communities continuously get marginalized for any kind of support, what we're having to go through right now for our community to be able to get support from the floods is pretty bad. It's not fair. It's not right. And it's racial inequity, because all the farmworkers are brown people in Whatcom County. (SJAO)

Question 4: How can local government collaborate with BIPOC (Black, Indigenous, and Other People of Color) communities to better represent people of color?

When considering this question, many groups went directly to **Organizational Structures and Systems**, whereby changes could be made to take into consideration the important issue of **Representation** and personal responsibility.

..people need to be invited to the table, and they need to be at the table, you need to have those voices heard by local government. (AAPI)

I'd like to see especially law enforcement having more people of color, people of different ethnicities and backgrounds, be represented in the town where we live. (Parents)

Well, as it's been told to me many times, we can reach out to them. There are people who advertise, 'hey, I'm willing to speak to a group', 'I'm willing to help educate an office'. There are plenty of people that will speak to all kinds of groups in all kinds of situations. And it's really just up to people who are in these positions to say, 'hey, we have to reach out'. (WYP)

I think having representation of people of color, having representatives that come from community college. There's also the representation of ideas right, like, within the Latinx community there's a huge diverse set of ideas and thoughts and political ideologies but our needs need to be represented somehow. I think it would be wonderful to see Bellingham and Whatcom County reproducing some of those models of democratic indirect participation, like community forums and people's assemblies. I would like to see a space created for community-driven solutions. I think that seeing that happening and definitely bringing those spaces for communities of color for congregating would be really cool, because then we would have an actual proxy of power-sharing in communities of color. (LX)

It all comes down to one thing, it's racism. If people [in government] can stop being racist to other people and the way they look or the way they act, I think that would give those people more confidence to say, 'Hey, I think I can go run for this city council spot' or, 'I can try to do this or I can try to run for that.' (NES)

...having conversations with people in BPOC groups and sitting down and talking about what issues they face, so their voices are heard, so that there's some sense of representation. And not a one-time conversation, but an ongoing conversation. Listening. (Pw/U)

I think our local government can collaborate with those communities and hear their concerns and their observations and experiences and identify solutions that those folks themselves are suggesting they need can be a good start. (Pros)

It's also been about funding, right, like public safety ... police were asked to deal with a lot of things that weren't necessarily their responsibility, because we don't want to - as a society - [fund services]... (Pw/U)

...what keeps coming up for me, is this feeling of tokenization of, 'you're at the table, so we've done our job'. I think I get that a lot from some of the more vocal white counterparts who were like, let's bring you to the table. Let's get you in leadership. Let's do it. I'm like, are you prepared to actually support me in that? And usually the answer is no, or they think they are, but they're not willing or able to support me in the ways that I would need, nor did they ask what support I would want or need. They kind of tell me what they think they need to do for me to be successful. And it's like, well, I don't need you to tell me that - I could tell you, but they don't necessarily make that space. I think what we're seeing a lot too is people not wanting to let go of power. I can get to the table, and say my thing but if you don't listen, if you don't hear it and you don't react and you don't hold yourself accountable and responsible for what you're being told, it doesn't matter. (MHW)

Power. The white culture definitely wants to remain the strong voice for sure in our country. I think that we will give BIPOC voices some power, but not equal power, not most of the power but even just equal representation needs to happen. I mean, it's something that needs to be decided upon and put into regulation and put into our mentality that it must happen. There has to be equal representation and those voices must be heard, like all voices, but especially minority voices, because they've been shut out for so long. (NES)

...just our focus and who we hire and how we recruit and how we invite people of color to be candidates for positions in our system. To get to a point where the people who are working with our kids, you know, really representatively look like them. (SUPS)

I think we have to inform more people of color and help them understand why they should run for government to help our communities because sometimes we need someone of our own nationality or background we can see ourselves in. (SFF)

Additionally, there were voices stating that government is not responsible for racial equity, and that we should not look to government to solve the issues, such as:

I think the first thing we need to do is not look to the government to address issues related to the BIPOC community. I believe we have a problem in regards to how we view people. And that is an issue of the heart that can't be addressed by local government, and I do think that we need more people that stand up for the person that has no power, the person that is overlooked, the person that somehow has been marginalized. And regardless of that person's ethnic background, color, or whatever origin they have. Seeing them as a person of value and worthy of time and energy and worthy of being an advocate for, and so I don't see that as a government thing at all...I just think that it's a failure to look to government

to represent people of color because government is going to miss them because of what government is. Government is not good at taking care of the marginalized people anywhere in the world. (NVFL)

...representation depends on us, not the government. Like we obviously have to elect our representatives. I think that's kind of our community failure more than our leadership failure, even though I think yes, a lot of things need to happen from leadership. (PDef)

A close connection to **Representation** is a need for **Equal Access and Inclusion**, which was touched on by eleven distinct groups, including very pragmatic suggestions such as:

...forums like this are probably going to be the best way because not every person wants to be in those positions of power. It's not something that is appealing to everyone. I feel like actually trying to get out into the community and talk with them and talk one on one and see what the actual issues are and not just talk to people to get votes. (YAS)

I think it all goes back to belonging and people feeling comfortable coming to the table. You know, so it's more than just inviting them, it's making them feel comfortable and feeling like they really belong. And they're going to be listened to. I think, you deal with history and things that have happened in the past where maybe they've been invited but have not felt heard, or they've been invited and they feel like 'well, I'm that one native voice'. (SUPS)

A prevalent ingredient to establish equitable access and inclusion stemmed from the theme of **Awareness and Funds of Knowledge**, whereby government officials, policy makers, and representatives may develop the skills to better engage with cultural humility and valuation. Doing so, from perspectives of numerous participants necessitates a solicitation and honoring of indigenous ways of knowing and diverse funds of knowledge:

We need to be included, and our historical knowledge and expertise that's been passed on for generations, all the stories. All of that needs to be included in the planning process. Our ancestors were smart, they were legit scientist. No, they didn't have the educational background from an educational institution, but they knew the earth. They knew the environment. And they were the real scientists here. We've survived floods and volcanoes and tsunamis. There's many stories about those survival times of our people. (NT)

I would say our local government needs to have humility in order to open themselves to other ideas, structures, even ways of getting things done. That we're very rigid in the process. (A&C)

I'm thinking specifically of anti-racist trainings because the work that people are doing in government, I really appreciate. I think recent acknowledgement that racism is a public health issue and along with that awesome work, I think that anti-racist training should be mandatory for anybody in that kind of position. And not to just be one class, but an ongoing process. I do think that wouldn't necessarily happen easily. The powers that be wouldn't necessarily want that, but in my mind, if there's gonna be some real collaboration, there needs to be some real talk about where this is coming from, why this is important. And to

tap into something deeper than just awareness, you have to have conversations on the history of this. (MHW)

The notion of government utilizing cultural humility and valuing of others was additionally considered to be a necessity the general public would benefit from, displaying personal responsibility and motivation to operationalize anti-racist practices in Whatcom County:

...there is a pervasive xenophobia that is allowed to be present in the room, because I'm always other and I don't want to be other. I just want to be me, and you want to be you, but I can't know you if you're always defending, and you can't know me if I'm always resisting. It's a dilemma for sure. (MHW)

This sense came through most notably for this question when participants raised awareness of the extent of additional **Burden on BIPOC** community members:

I feel like our governments just expect people with trauma to relive trauma in order for them to get more information. (SJAO)

...an emotion I keep coming up with is how happy I am and how proud I am but also how tired I am. Tired. I am aware that I have to do more and want to do more. But my voice and my energy level is low...(MHW)

My experience with my family and myself is if you're not a white person in this town, and a white person says you did something, then you've did it. Be quiet. You're in trouble. (AAPI)

I would say one of the things as a white person I always noticed that our white culture does that is racist, is that we don't care that other people have more expertise than we do on certain subjects. I will tell you, this is like telling the Lummi how to run salmon... in the Sikh culture, one of the first things to do is everybody needs to sit down and eat together. It's absolutely part of the way Sikhs deal with community. Get everybody at the same level ... the mass culture doesn't even bother to imagine that somebody who's a minority would know more than them really pisses me off. (SE)

That's what it is, to be humiliated by seeing how the work in the field looks like. I would like people to go for one day and one day only. I think that with one day they will change their minds. (FFW)

I think when we rely on those communities to come to the government to be heard, that's leaving the ball in their court where there might be some fear, or there might be some trauma around doing that. Or they fear that they won't be represented or heard. And so maybe these organizations or bodies going to them and intentionally giving them a platform to speak of what their needs are of what representation they're looking for, where do they need more support? I think that could help ease some of that systematic problem in the process and that might be received a little bit better because if they are feeling instead of being a problem by speaking up, we're looking to them to speak up because we want them to be heard. (WYP)

In considering what government could do to better collaborate with BIPOC, numerous participants pointed to systemic, practical, and measurable suggestions that lend support to the need for a Whatcom County Racial Equity Commission:

...we need to have numbers [and data] to show it. So that we know that we're not just throwing effort at something that's not even the problem. (Pros)

Putting some of these things into rules. Then it kind of stands out there if somebody does break them. Maybe one person will break them and then they learn from it, or maybe two will break and somebody will learn. (SE)

There should be some type of communication or outreach to know how the hell they're going to impact those communities. It'd be pretty cool if there was like some type of advising team to these councils where there's like a checks and balance before you're going to make a decision, then you need to be able to at least hear and it's recorded and documented and what was shared back to them. So then there's a record of 'hey, this is what the community informed you. That's a decision that you still made that impacted them the way that they said it would impact them in a negative way. You're on record of showing that you didn't listen to nobody'. (School)

Question 5: To what degree do you feel our current local legal system is “just and fair” for the BIPOC community, and why?

Responses to this question centered on the lived experiences of BIPOC communities in Whatcom County and pointed most poignantly to **Inequities** that are present within **Organizational Structures and Systems**, including the current and historic presence of **Prejudice and Racism**, and which put increased **Burden on BIPOC** community members:

You look at our statistics and clearly black and brown communities are over-policed. We have no alternative systems in place, no anti-violence programs, no alternative hotlines, and the lack of transparency in these alternative solutions is really frustrating. Because how do we know they're getting the input from folks who are most impacted by incarceration and over-policing? And there's this conversation about police oversight, and that's being extremely watered down by Bellingham City Council. It's like, again performative. You know, police are responsive, like we need to have better support systems in place to keep people out of jail to make sure people have what they need, but that's not a solution. (SJA0)

I don't think that our legal system is just and fair. I think that for people that English isn't their first language, I don't think it's fair for them. I also think that in a community like ours, if you are to have a hearing, you're supposed to be judged by your peers. Are we really having the right peers on the jury for those people? (NES)

...the legal systems are at fault for that, as well as the bias that goes into policing and the bias that starts with student discipline in schools and the ways in which we have historically

thought about punishment as the route to helping kids do better. It kind of just doesn't work real well. (Sup)

When it comes to policing, there is incredible unfairness towards people of color in larger metropolitan areas. There is generally more cops in neighborhoods of color than white neighborhoods. And it doesn't matter if those neighborhoods are poor or rich or middle class, whatever. If you line up the data, it's like police are engaging with these communities of color sometimes 10 times more than their white counterparts. And just because of that amount of contact, you're having more arrests. You're having more people pushed through the legal system, having people go to court, etc. There's a percent of our population that is people of color, and that percentage is way out of proportion when we look at who's incarcerated. (WYP)

I think about monetary access when a person is arrested, whether or not they're able to make bail or not determines if they're sleeping in jail and also determines what type of access to the attorneys they have, or if they're able to pay a fine to get out... I mean our criminal justice system is just really a way to make money off of poor people, and I feel like that's represented by who's in jail. (Parents)

...we have a one-size-fits-all system. And it is a system that assumes that all people are starting from the same very privileged start where they had all the opportunities in the world to choose from and chose the wrong ones. And of course, that could not be more opposite the truth. And the result is that it disproportionately damages people of color. It's almost not even worth saying because it's so obvious that it's completely unfair, not because it's specifically intentionally targeting people of color. I don't think it's necessarily doing that, but because it pretends we live in some completely fake universe where everyone has the same opportunities in the first place and everyone should be treated like they had it all and just did the wrong thing. (PDef)

I don't think there's any way to reasonably argue that the system is fair overall. I have been convinced the statistical breakdowns of people's outcomes in the criminal justice system are based on the color of their skin, and their background. I have to look at how often I see people of color in my job on the other side of the table, versus how often do I see people of color out in the community at large in Bellingham. I don't think that people of color are more inclined to commit crime. I think that that would be a ridiculous notion. (Pros)

Much of the critique of the local legal system reflected a deep-seeded and historic combination of **Prejudice and Racism**, both of which place chronic stress and undue **Burden on BIPOC** community members:

I feel as people of color, we tend to spend more time in jail than any others... I have spent a large amount of time in jail, and I just don't see that it would have been that way if I weren't of color, you know, and the amount of time that I spent in jail has actually done quite a number on me and I don't like to be around people. Because jail doesn't really help people. It just, really it ruins them. And it changes who they are. (IFG)

I've seen people evicted and kicked out of services and discharged for responding to racism in a way that the agencies have deemed inappropriate. And I'm sitting there thinking I don't know how you didn't hit him sooner. And no consequences for the racist behavior, and I'm dealing with some of that right now in our agency and I'm trying my damndest to make people accountable for how they're making decisions about who can stay in services and who can't. (MHW)

And when it comes down to it, they are not going to believe a person in our skin color over one that is white. (B&AA)

...for me personally, it's just very much a fear-based power dynamic that I can't really shake. I'm always aware of law enforcement and it's just always something that's on my mind, whether I'm driving my car, whether I'm walking around, just simple things like not feeling comfortable putting my hands in my pockets in stores. Just things like the way I've lived my life is very much like I'm always being watched in this kind of othering kind of way with law enforcement and I feel unsafe. (SJA0)

While each of the focus groups discussed challenges with the local legal system and a sense that it is not just and fair; “.....justice in America is ‘just-us’ in America, there isn’t justice for us” (B&AA), there were individual voices who expressed a conviction that it is indeed both just, and fair. Thus sentiments ranged from, “...let's abolish the whole thing- reform doesn't work” (SJA0), to, “I feel like our system is exceedingly fair...” (NVFL). Despite the range of individual perspectives based on lived experiences and personal context, each of the groups presented myriad ways in which the system is falling short and pointed to a role for a Racial Equity Commission to play with a **Call to Action and Consequences**:

...translators are a big deal, because people do not understand what's going on. And court is complicated. And being in a system that you don't know anything about and has a lot of moving parts, that has procedures, and you're being put through it, like a machine. So if we can communicate better, that makes things much more fair, because the people with resources hire people that understand the system. And the people without resources, they go through it not understanding what's happening to them. They can't take advantage of the programs or the opportunities or even motions to dismiss. They get convicted more, all that stuff happens. I think communication is a big key. And we can improve that. (Pros)

And we certainly saw that the women who were using the YWCA services didn't even know how to access the legal system. You know, there's a lot of people that don't know how to advocate for themselves or get connected. I mean, when you're saying “just and fair”, I guess just and fair would mean that everybody equally has representation and that all voices are heard. I think that's part of the structural problem that we need to figure out. (A&C)

You're supposed to be able to have a jury of your peers. That's very difficult if there's no other black people in town. And also, it's difficult for the indigenous people, because most of them don't live in the city. So if you are charged with something you're very unlikely to have anybody on the jury that looks like you, or could identify with you. (CE)

By collaborate, we want more than just sitting at the same table. We want them to actually listen and absorb our history and our experiences and what we need. Most times tribal people are forced to absorb what they're bringing to us. Like assimilation, they're trying to force us into fitting in here, into their system. (NT)

Question 6: Please describe your relationship with local law enforcement, as relate to any personal interactions you've had with them.

Responses from this question dovetailed from those regarding Question number 5, about the legal system being just and fair. There were varying degrees to which participants had engagement with local law enforcement – either on a first-hand or family basis, or in the role as practitioner or caregiver, working on behalf of others. The positive interactions and engagements had an over-arching commonality of those being based on relationship and ability to “get to know” law enforcement officials in a way that was mutually respectful. The negative, or challenging engagement of course varies based on each unique experience, although there was a common undercurrent of a combination of **Prejudice and Racism**, **Organizational Structures and Systems**, and additional **Burden on BIPOC** members of Whatcom County. This included significant acknowledgement of White-privilege, class-privilege, and general **Inequities**:

Oh, this is where my white privilege definitely steps in, man. They're always great to me. I always get just what I need. You know, that's their job to protect white people. And I'm one of them. Yeah, I'm gonna say their job is to protect white people. (CE)

I've had some pretty traumatic experiences at the hands of police so I always kind of look for them and have pretty bad anxiety when I do interact with them... that's something that I still have nightmares about. (SJAO)

I'm just a 30-year-old white dude with glasses. And it seems like all the interactions I've had have just been kind of chummy, like, 'how's it going, man', you know, like passing by on the sidewalk or whatever. And I've never been scared, even getting pulled over, there's never been any element of fear in those interactions. (WYP)

Farmworkers [and] Latinos get racially profiled all the time. They get treated really badly and spoken to like they're nobodies. They're afraid of being stopped by police because of their relationship with Homeland Security. And there is a good old boy network between policemen ... So there is a law enforcement club type of thing going on. Because there's so many law enforcement people in Whatcom County, from the feds, all the way down. (SJAO)

Every single day is a fight. It's like we get up knowing that there's a fight coming. We're still in the fight and that aint gonna change. I think if we go to the schools and we have them teach the Point Elliott treaty, there'll be an understanding. That's where the big misconception is, people outside think that we get everything - that tribes get free everything. No, we don't. I mean look at my dad. He's a strong man. You know, he's 76 years old. And he asks me, 'how you doing, son' when we're hiking. But this is because he's been fighting every single day of his life...I mean, that's just who we are as people. We have to fight every single day, every single day. There's always a fight... So, that's why we

have strong people you know, because they're resilient. They know they have to fight, and they let it just roll off their back because the fight continues. (NT)

[I'm working with] a caregiver that's sharing a lot of frustration about calling local law enforcement and not getting any response or feedback because she has a very thick accent. And so, they never took any of her concerns seriously, until this individual ended up getting hospitalized. And so, this caregiver had multiple phone calls that they made to law enforcement, and they were never taken seriously just because of how they talked, and that English was not their first language. (MHW)

Within each discussion were ideas for how a Racial Equity Commission could potentially play a role in bettering the relationship between law enforcement and broader Whatcom County, particularly BIPOC individuals. These frequently related to themes of **Safe Places and Accountability**, **Representation**, and **Awareness and Funds of Knowledge**. There was perception that a Racial Equity Commission could support the facilitation of making connections, building bridges, and supporting trusting dialogue and engagement:

Yeah, I would say again, representation matters. Everybody on the police department here is white - no people of color. I would say cultural awareness training, and having a professional come in and talk to them about that is a start, but also a lot of people on our police department are from here. (SUMAS)

I did a lot of stuff when I was gang bangin, but, you know, that's my own fault. That's my fault. That's why I want to give back to the community and do a lot of things... Ever since I got out of prison, I'll do stuff with the police... You know, bring out for fallen officers, you know, even just anything for children, women and the homeless, stuff like that. Help the police officers, and fire departments...they're seeing that we're good people and you know, different race and even though we all got tattoos and ride bikes and low riders. But you know, we're just like everybody else. We're good. We're family people. We drive around with our wife and our kids, I get officers to pull up next to us and give us thumbs up and keep going. (CS)

It feels more comfortable when we sit at the table - when we're sitting level to somebody, when somebody doesn't think that they're superior to us. If we're at the table—and it's supposed to be government to government—that we're equal. ...and once you get there, then the conversation goes smoothly. And everybody has an understanding and we walk away with something. (NT)

...the police come to the school fairly often, which I know really stresses the students out. It really makes them feel scared and stressed...I guess I would just say it seems there's a lot of intensity and it comes in this fairly escalated way from the beginning. (A&C)

Question 7: To what degree have you ever tried to access a local service or program and had a negative experience based on your race?

There was a marked difference in the responses to this question based on the race of the respondent. There were no White participants, for instance, who expressed ever having a

negative experience based on their race. This points to what has been pointed out in numerous focus groups (and elsewhere) that the systems, structures, and general social fabric has been established in a way that centers Whiteness and White people. Many of the non-BIPOC participants who expressed never having negative experiences themselves shared contrary stories and examples of experiences of BIPOC clients, students, family, and friends. In the absence of **Prejudice and Racism**, one's racial identification would not be a predictor of such things as the quality of, or access to services in a community:

I think there's a healing portion that we have to do internally within our own community, because there can be bias in services, and sometimes we don't get access. Not everyone in the community gets the same treatment or access. And so you try and get access outside the community and when you're already living in poverty and you're already struggling, it is really not an easy thing to ask for help. I had to ask for help through the [redacted organization], and they literally made me feel like I was a thief or something, and then my non-native friend who was the one that told me about it that was working with me, she got through without submitting any of these documents. She just immediately got through, and I was being grilled, you know, and it's just like jeez you know, how much I made last year? Hardly nothing, right and that's already embarrassing enough, so then you gotta go and make people feel even worse. And then I think about having a vehicle. I got in a major car accident and I thought about these things for a long time but just like going to get your medication and you're using Medicaid and you get there and then your insurance is all messed up and you go back three times and I had to go all the way across town to where they can make my medication. And I'm thinking, what about the people that have to ride buses, and get out there and try to get their medication and then it's not ready. The whole system is just not set up very well, and the whole system's not healthy, and they don't take into account how they're already affecting people that are already struggling. (IFG)

I've definitely heard clients complain about being profiled in medical settings where they keep getting questions about their drug use when it's either not relevant at all, or it was a really long time ago. And it's made it so some of my clients actually didn't even want to be involved with me as a counselor because they just completely lost trust in the system and were really traumatized by the experience of trying to better their health. (MHW)

I think it's especially difficult for black people in Whatcom County to access any services. There's such a stigma and othering and weird tiptoeing that happens that I think just feels exhausting... (A&C)

Many of the focus groups adjusted the question to include community members from lower socio-economic-status more generally, including for low income White people. With this additional caveat there were more instances of White people having negative experiences seeking services – but due to poverty and class opposed to race.

We try to get services for our community. Ninety percent of the time, it's negative and 95% of the time, my community just doesn't want to go. And the only way that they will access those services is if one of our folks goes with them, and then follows up exactly the

processes. In any service in Whatcom County, that it is not equitable to people of color. And it all depends on the people on the frontlines, you know, whoever's on the front desk and all of that. I think it goes beyond that they are serving people of color, it's just the way that the organizations and the institutions are structured. They're overly bureaucratic, they're structured to make it more difficult for poor people of any color- even white people to access the services. It's a clear position of "it's your fault you're poor. Somehow, you got this problem." So, they make it harder for you to get any kind of help. (SJA0)

...if you don't have time as a resource that's even harder to get the things you want. That's always been a barrier for me. I have to work two jobs at a time to make things happen or meet bills and stuff. And so trying to schedule anything outside of that is hard, but that's not really an impact based on my skin color. (SJA0)

This sentiment points to additional burden when considering the intersectionality of social constructs and realities like race, socio-economics, and class. Similarly, when considering the quantitative data related to household income, there is an over-representation of BIPOC community members in poverty, and therefore having negative experiences based on both race, and class.

Question 8: How satisfied have you been with your own, or your children's experiences in local education?

There were responses from multiple stakeholders for this question, including educators, administrators, extracurricular activities such as arts, sports, and support services, parents of students, and students themselves. Many of the focus groups had individuals with positive things to say related to each of the school districts in Whatcom County. Some of those comments were reflections from perhaps decades ago, and some from recent experiences. At the same time, many participants in each group had significant concerns that led to a dissatisfaction with educational experiences – again, some from long ago, and some very recent. Several significant themes emerged related to **Prejudice and Racism**, **Inequities**, and **Burden on BIPOC** families and students:

...when Trump was in office, I had multiple students of color breakdown in our lessons. They were dealing with racist remarks from their peers. Dealing with kids saying really mean things and not having any kind of accountability process available or healing process available. That's what I've observed as a teacher. (SJA0)

People feel okay to bully other people or question other people because they know that the system will support them in some way. They know that they will get that support from the teachers because they know that they won't speak up. (YAS)

I don't think there's much that has changed in the 20 years since I've been at high school. Nothing has changed, actually. It's almost two weeks ago, my daughter was called a racial slur at recess by a little boy. And I knew that this day was going to come but I didn't know it was going to come this quick ... it opened my eyes to a lot of things and then also for the

school's response to address the situation was not surprising. They didn't do anything. (SUMAS)

Recent experiences from current students and parents of students were often interspersed with a sense of lack of power to do anything about racism in the school other than to 'try and ignore it,' such as, "I hear a lot of [racist stuff] at school, but I mean, I just don't say anything because the people who are saying it are white. And I guess they're the higher authority. And you know, they won't get in trouble for saying that stuff. So I just don't report it or anything" (SFF). With this sentiment was a feeling that **Organizational Structures and Systems** are not in place, and there is insufficient **Representation** to support students experiencing discrimination and bullying in school:

I get told about [my race] at school and stuff. I don't really care cuz it doesn't really hurt me. I don't really care about it. I only care if it's like towards my mom and stuff because they take care of me and stuff. I don't really mind it at school because I just hear it every day so I just don't really mind it.... [I hear] "oh, you're a (racial slur)," or whatever. And they're like, "Why are you talking like some Taco Bell stuff?" and I just don't want to complain because I don't really care what they say. (SFF)

I feel like schools need to do a better job with their educator population and retaining staff of color, and maybe having some of the school districts have a DEI (Diversity Equity and Inclusion) director, but they need somebody in each building that students of color can go to. I know it's hard to have a new staff person in every building, and it's not cheap, but you know building that BIPOC network includes having adults in the buildings that are adults of color, because that can just create a safe space. I've heard that from students and teachers who are BIPOC, that all these students of color come to me, and I'm not even the same race or ethnicity but they'll come to me with things, because I'm the only one. I think creating that space is really important. (Parents)

I think our school system is messed up. I feel like it was not designed for minorities or people of color. And so that really has a huge impact on all of us because we see in our school, there's only maybe like four teachers who are minority. And I think it's really difficult to be successful when you don't have anyone that has been in your position or you don't have any support from someone that you know could relate to you and what you've done. ...And you don't see as much male teachers as you see female teachers, or stuff like that. ...I feel it's very hard to learn from a person that doesn't have the same background as you. (SFF)

...the school system isn't really fit for people of color. It's designed for white people or Caucasian people. And it's really set for them to succeed and for people of color to fail. There's not really a lot of colored teachers or you know, just people that we could talk to, to help us get through school stuff that they can relate to. Because when you're talking to a white person about it, it's really not the same, like not at all. It's very different. They see things differently like, "oh, it's easy, like you got this" and this and that. I don't know how to explain it... when you're talking to someone that's white about your school stuff or school

problems and you want to open up to them about the school stuff, they don't really get it. But they say they do because I guess they want you to feel better about it. And just to try and get you to think that it's easy for you to do it when it's really not. The teachers at my school tend to explain things directly to white students, and they don't really clarify things to the kids of color. Like there's Spanish speaking kids that don't know how to speak English and they don't explain things to them. And it's just really hard seeing that. How are you going to be a teacher and not want to help them? It gets me mad because you're a teacher and you say you want to help, and you don't want to help them. It's dumb. (SFF)

I think historically, our school systems have been very inept in working with children with delays or disabilities, kind of regardless of race, but you also see families who are white having more wealth and access to those services once they become aware of it. And so now even though some of those services are in place, our families of color and children of color are the last ones who are getting those services if they need it. And there's also that cultural piece of taboos and this and that, and religions. So it's a tactic that our school systems aren't designed to meet children and families where they're at. And they're designed to continue to churn out these cogs in the machine that meet this very white idea of [success] and it is at the expense of our youth and that's why youth mental health is so challenging right now, because there isn't that support and we're not doing enough work to provide that social emotional piece. (MHW)

Numerous examples and suggestions were shared about a need for **Awareness** and respect for **Funds of Knowledge**, as well as a significant **Call to Action** to increase **Representation** and better address **Inequities**, such as:

If [the teacher] had taken five minutes to do a Google search to educate herself about it, it would have been a completely different situation. If she told those students, hey, let's respect this student. Let's make her belong and let's be open to diversity and equality, instead of shutting me down and keep telling me to keep quiet about who I am. They would have made a world of difference. (YAS)

I think that the biggest thing I have noticed is just a lack of education and cultural competence with the teachers and administration as far as just being aware. We've had so many circumstances where they've just said mostly just really dumb things...And, these seem like very simple things that people in these positions that are teaching our children should be very aware of. And just knowing where a lot of the educators and administrators stand on a lot of equity issues is just discouraging. I really have started to notice it with my son as he gets closer to Middle School... (SUMAS)

I remember when I went to Ferndale. My bus driver told me, she's like, 'you could do whatever you want to do for your religion, but don't talk about it'. We have to hide our articles of faith and they can't be shown. Yeah, I still carry that with me today. I still have a hard time openly wearing my article of faith because of that. Because of that discrimination I faced, it was ingrained into me and it was not just one district and not just one teacher. It was entire school systems within Whatcom County ... I was told by my bus

driver, 'you could wear your article of faith. [But], don't talk about it. Don't show it'. And that was it. And I was in fifth grade ... (YAS)

I'm just horrified by some of the stories that I've heard. One family - their son is black, but the mom is white. And at _____ elementary, he was riding home from school, and a kid from his school followed him on his bike, took off his belt, and started whipping him with a belt. They tried to address it with the principal, and he said, 'sorry, I can't really do anything about it.' ...when I hear those things it makes me just want to pack up and move... (SUMAS)

A story I heard yesterday is about a kid that kept getting bullied and the bully's parents didn't do anything. So, this kid finally got fed up and slapped the kid that was bullying him, and he got arrested, and he will have a juvenile record until he is 18. And myself, I try to teach my kids to stand up for yourselves. And the stuff that keeps me up at night, you know, why is this kid getting an arrest record that will follow him? (Parents)

At this point the school system should be very well equipped with having Sikh students in their classes because it is very large and growing in our community...I think maybe after Spanish, Punjabi is the third most spoken language in Whatcom County. It just kind of is mind boggling to me, how are we still having the same issues when my mom went to the school 20 or 25 years ago, I went to this school 10 years ago, and all my siblings are going to the school today over these generations. How are we still having the same problems every single time? Don't tell me that you don't have education. Don't tell me that you haven't experienced this before. All those excuses are null. It's absolute BS. You don't want to. They absolutely do not. Teachers don't want to take the initiative of learning about their students. Administrators don't want to take the initiative of making a couple of parents upset. They don't want to add more on to their plate. And it's just ridiculous because I know young boys who have cut their hair because of bullying in school. Like these are real issues that we're really facing in Whatcom County and it's just the same every single time. (YAS)

There's a lot of bullying going on at school, on school premises that my children go to. They don't seem to care. They talk to the student and that's as far as it goes. There's no punishment and this is bullying with putting hands on other kids. And we're almost giving up on the school system because it's starting to get so bad. We make reports weekly to the elementary school. We tell our girls to report it as soon as it happens. And it just continues to happen. Same people, same stuff. So, we're almost to a point where it's like maybe they shouldn't have public school. Or maybe we should do homeschooling so they wouldn't be exposed to such bullying at a place that they're supposed to feel safe... I don't know what the problem is. Maybe my kids aren't rich enough or something and the kids that are bullying them happen to be from very well to do families in the neighborhood. That might have something to do with it. But I don't know. It seems like the school is not concerned with bullying. Even as it's happening. (PDef)

Question 9: How would Whatcom County look or feel different if the Whatcom Racial Equity Commission is successful?

There was clear support from the more than 120 participants in focus groups for the creation of a Racial Equity Commission in Whatcom County. While there was a wide range of perspectives on what people envisioned for outcomes of a successful Commission, they all centered on Whatcom County becoming a healthier county with **Safe Places and Accountability**, increased **Representation** and **Equal Access and Inclusion**. People spoke to aspirations of a County willing to intentionally and formally combat **Prejudice and Racism** through connections, relationships, and increased **Awareness and use of Funds of Knowledge**. Responses encapsulated each of the nine identified themes with common belief that success for the Commission would mean decreased **Burden on BIPOC** community members.

It's fear that we're trying to eradicate - the fear that we can see in the people of color. And the fear that we don't talk about that the white population has about them. And I think if these groups are emboldened to not be afraid, they come out, we mix, we mingle, we get to know each other and get to climb the ladder [together]. (NES)

I feel like accountability is a huge place [where change would be seen or felt] because we don't feel safe, or we don't know local government or school officials - we don't know their protocols and stuff. It makes that uneasy feeling you know. I don't feel safe here, you know. We're not heard, and I mean, it's 2022 and we're still fighting for simple things like this. It just makes me really sad. I mean, we live in the most beautiful place. I love Whatcom County and I feel like a lot of people do love it. A lot of people of color that move here and see how beautiful it is - we have the mountain, we have the water, we have Canada, we have Seattle, but then when they encounter these kinds of situations you know, it just makes people want to move and I just really would like to see some change here. So people like myself, we can enjoy the area like all the other people and feel safe and feel heard and the accountability piece is huge because if you don't have accountability, I don't really think we could make change here. (SUMAS)

I'm just at the end of the day, if I can come back and just be tired from work like regular white people are, and not have to worry about getting harassed or getting spoken to a certain way or not all of that added work that goes into doing labor for white people making myself smaller, trying to avoid situations and all of that stuff, that would be success for me. That's a successful Whatcom County Racial Equity. (AAPI)

...if it's truly successful, we'd see massive system changes, whether it's through the criminal justice system or elsewhere. I also think people of color would feel heard, they would feel represented, they would see representation in their community, whether it's in positions of power in the private or public sector. And I imagine it would look like checking back in on a lot of things to continue progress because a point of success is one thing but continuing that change and creating longevity would be another - but best of luck. (Pros)

It would definitely make me feel a lot better [with more people of color in office]. I feel good about myself, but I would be more proud of what my community has done...I'd feel proud because like, damn, they made it. The struggle that colored people have to go through is a lot. And it would be very cool to see someone with my skin tone or color to be on City Council or Mayor. It would make me feel like I could do it myself. (SFF)

It would look like the politicians would protect people of color's voices as much as they'd protect white voices. And I would also see success as having a place for people of color together. (MHW)

When people don't have equitable access, then we're losing out as a community, because we're losing potential, and no I'm not even talking about just monetary potential at all. I'm talking about how people value themselves and how society values them. And it's just such a loss of humanity when we don't give everybody equal value in terms of what they have to contribute. (Parents)

Just going and coming home tired from work like regular white people. (AAPI)

I think there will be more participation. In going back to belonging again, that there would be that belonging and that sense of safety, empowerment, feeling valued, like your voice is valued. You know, from all different groups. Where I think right now, there's a reluctance [to participate] a lot of times because of bad experiences. (SUPS)

I feel that now, enough is enough. It is time for us to be recognized and [for community members] to know that we are contributing. We are not stealing. We are not taking advantage of anyone. Do you understand me? I would like that all this information that you are collecting and all this, that something can be done for the good of all, and that we are all equal in the eyes of the law. Everyone. Because no one is above the law. We should all be treated equally and not just because of our color they think we are doing a crime or we are taking advantage or we are stealing. (FFW)

Numerous suggestions for policy and practice were offered from most of the focus groups, ranging from theoretical to very practical, including:

If WREC establishes an equity hotline or an integrity hotline. And then these people's names start popping up on it, because there is a level of anonymity. People are going to start thinking about what they do before they do it. (B&AA)

I think this organization is going to cause other organizations and other stakeholders to be accountable to this cause. (Pw/U)

Ultimately, it's going to change individual behavior and how we relate to each other. And how we feel about each other, ourselves, and other people. I think that's an amazing challenge to the group, to make that explicit - to really play that out. What I'm getting at are outcomes and what small successes can the Commission identify in the areas of health disparity and law enforcement and housing and education, that ultimately are linked to the

kinds of things that we're sharing with you today. I mean, that's beautiful to try to figure that relationship out. People will look at each other differently and feel different. (ML3)

...to see it had structural impact on how the budgets were made and where those fundings were going...a lot of things would have to be restructured - power dynamics would have to have changed, and outcomes would be different. (SJAO)

...establish some sort of liaison with school districts, so that our kids have a place, and parents have some kind of representation or a venue where things can be fairly looked at and not result in a child having a record until they are 18 years old. (B&AA)

... how will we know what are the outcome based on measurements? What are we actually measuring that we can quantify and show? And how do they connect to action steps rather than just be theorizing or talking about ideas? What can we practically create through action steps and ways of measuring? (NES)

The Racial Equity Commission needs to be involved in hiring people and then needs to oversee the representation in the entire governance system of people of color, and be involved in the hiring, [including] the hiring of white people. Somehow, you do not hire people that are racist to work in city and county government. (SJAO)

The WREC needs to be a public fixture. Because as soon as these organizations go away, society tends to backslide and so I would like to see more funding for the WREC. (AAPI)

The biggest thing you can do to break down barriers is get to know your neighbors...If you want people to understand you, you have to make yourself slightly vulnerable. So when it comes to the racial equity commission, I would hope that they really focus on positives. You know, figuring out okay, so if we find that there aren't as many minorities that are using certain park systems, okay, well, maybe we need to have a park day...I really hope that they work on community involvement for a few years, just give it a shot. See how it goes. Your first job should be education. In order to do that, you're gonna have to have people that are willing to go out there and be vulnerable and be asked questions. I think part of the problem that we have is when people too easily offend and it shuts down those conversations, because now you can't ask questions. (LEFG)

Additional Insights and Suggestions from Participants

While the vast majority of participants were in support of and motivated by the notion of the Whatcom County Racial Equity Commission, there were some voices expressing skepticism related to both the need and efficacy of such a Commission:

If it's successful I think that Whatcom County will function just as it's currently functioning. I think it may function a little better in some ways. But I don't think that success of any external group is going to change everybody in the community, nor should it try to. I don't think that it's going to create a substantive change for every group that does not feel like they have a voice because ultimately it's up to people and the people in the community to speak up for the things that they want. So what will it look like? It'll look just like it does...

I'm pretty happy with the way it is here. While understanding that there's always room for improvement in any group person, anything. (LEFG)

I would like to stop this, us versus them - like this kind of there's either you're in or you're out. And also allow for growth because each of us are different... I think you will feel successful if every one of us can be the best version of ourselves at work and in community like we don't have to hold back. We can just be ourselves. .. I would love to not have these conversations. For me, this is successful if this goes away. Like we don't have to have an institution and foundation leading these conversations. It's part of the air we breathe, and we don't have to talk about it. (ML3)

I understand what y'all are trying to do. But I think - not that we don't need to bring some of these issues to light - but I think the more and more that we spotlight, you know the separation between Caucasian and people of color, the more that we're going to be creating this divide. Instead of "Hey, why are people of color having these unfair advantages or whatnot?" We need to look at the other underlying things (CS)

... we can't use a Racial Equity Commission as a marketing tool to try to paint a picture of something that doesn't actually exist in Whatcom County. I've been asking this question, how much authority is the Racial Equity Commission going to have to fire people, to restructure agencies, to move money, to fund really racially equitable and economic equitable initiatives within the county? And so, as social justice activists with a Racial Equity Commission, what does that mean? Is this Commission going to have authority to change the structure? Or are we just going to talk about it so that there's cultural awareness? I think that's my big question, where are we going with this? I am part of this focus group because I want to ask those questions. And it's getting tougher, but we're not going anywhere. Our (farm worker and laborer) communities still exist in Bellingham, and we're gonna continue to be present as best as we can. But the governance that's supposed to be protecting us and giving us equity doesn't exist. (SJA0)

Focus group participants were recruited in an intentional fashion to hear from diverse socio-political and secular/non-secular perspectives. The diversity of viewpoints and lived experiences garnered through this effort are indeed what makes this qualitative inquiry so powerful. It was commonly stated by participants that they appreciated the opportunity to engage in civil and thoughtful dialogue with people from different backgrounds, and with seemingly different political, social, and religious ideals. Several participants shared that their engagement in the focus group was a significant rare moment for them to learn from others 'from across the aisle.' It was frequently noted that participants would hope that the Racial Equity Commission could systematize opportunities for further dialogue and engagement across socio-economic, religious/faith affiliation, employment sector, race, gender, sexual orientation, political persuasion, educational status, and other diversities and differences. The act of this County-wide qualitative inquiry itself served as a veritable example for many participants of a mechanism by which Whatcom County can bring people together for connections, collective engagement, relationship building, and even healing.

It should be noted that even when there were widely divergent opinions between groups, or between individuals within specific groups, there were markedly common aspirations for Whatcom County. Each of the groups shared hopes for a healthy and safe County that is absent of racism. There was simply disagreement about the finer details of how that may look, who should take responsibility for it, and the degree to which systemic and individual racism is prevalent in Whatcom County. It shed light on the need for a Racial Equity Commission that is informed by a diverse constituency and a combination of qualitative and quantitative data, statistics and public record. On the whole data confirms that there is tremendous opportunity for success with an officially ratified and supported Commission:

I certainly believe that all people should live free of fear. And you know, we always want to join in on that. I'm not a proponent of the equity viewpoint where outcomes are predetermined for every individual. And I can't take responsibility for others to that degree. I think that my vision is to provide as many platforms as possible for people to be successful, regardless of where they come from. And that means that they'll have opportunities to thrive in the community, in the county, and in our state and in the world that they live. I probably wouldn't engage in the idea of equity as far as outcomes are concerned, as much as I would just want to always be a part of stuff that platforms where people have the opportunity to be successful and that there's lots of people walking alongside them in this life, whether or not they're experiencing victory or defeat, that we come alongside and we can lock arms and we can act like a family and care for each other along the way...It's always difficult when you're dealing with this. I don't believe in Utopia. So, I think we're just trying to incrementally improve. And have people have lives that are meaningful and without fear. So we certainly want that to happen. I don't know if what you're doing is gonna bring that about though. (NVFL)

It was evident in the data that in order to move the dial toward racial equity in Whatcom County there is a need for a combination of Cultural Awareness and Action. An important suggestion that was commonly expressed and that is consistent with social change theory is a need to essentially meet people where they are on the journey toward racial equity. This includes attention to language used and methods of invited and nurturing engagement:

I'm experiencing kind of a massive language barrier. Because these questions don't reflect any language really that I use in my daily life. I'm 51, I speak to hundreds of people every month and this is not language that I frame reality from. So if you see my reticence in answering some of these questions, it's because I think partially I'm experiencing like an entirely new language that's hard for me to define... If you put most people in this situation it would be jarring to them and the people would not be receptive in my view... the language itself is different and would be divisive in a conversation with people... So I guess my takeaway is that I feel like this [can be] a dividing more than a unifying thing. (NVFL)

I should be noting that for me the terminology - that there's the language, like a third language, I don't understand it. I rely on people [who understand language of politics and power] to be my voice because I don't have the language. I'm relying on [others] because

of [their] background. And I'm gonna be blunt. They're well educated. I had to go back to school as an adult. So I'm kind of unaware of a lot of the government. I don't understand it. I don't. It's muddy. I don't get it. But I can rely on the people who understand it... It is like another language and it's very intimidating. That's the word I was looking for - intimidating. (NES)

Ultimately, the general sense of participant feedback hinged on aspirational goals of seeing Whatcom County be a welcoming, inclusive, and safe community for everyone. A place with a proven commitment to dismantle systemic racism and its impacts. Or, as simply stated by one of the youngest youth participants, Whatcom County can be a place where you are valued, cared about, and “...very accepted as who you are and who you want to be, and there's a lot of opportunities to be great” (SFF). There is hope for movement well beyond that of awareness, tolerance, and acceptance of diversity, but rather:

I mean, if we were able to not just be culturally aware, but culturally thrilled by diversity, you know, welcomed it, enjoyed it, sought it out, you know, applauded it. Wanted more of it. You know, were hungry for that. That would really, it seems to me, make people more [able to] break down some barriers. (CE)

Appendix 1: Focus Groups

(AAPI): AAPI Focus Group 10-2-21
(A&C): Arts and Culture 12-4-21
(B&AA): Black & African American 10-2-21
(CE): Community Elders 2-17-22
(CS): Experience with Carceral (jail) System 3-22-22
(FBO): Ferndale BIPOC Business Owners 2-22-22* (Data added after initial write up of this report 9-11-22)
(FFW): Fishing and Farm Workers Focus Group 2-24-22
(HES): Higher Education Students 3-2-22
(IFG): Indigenous Focus Group 10-2-21
(LEFG): Law Enforcement Focus Group 3-28-22
(LFG): Lynden Focus Group 2-22-22
(LGBTQ+): Lesbian, Gay, Bisexual, Queer+ 12-18-21
(LX): Latinx (Latina/Latino) 10-3-21
(MHW): BIPOC Mental Healthcare Workers 12-19-21
(ML1): Mail List Opt-in Volunteers from 3-21-22
(ML2): Mail List Opt-in Volunteers from 3-22-22
(ML3): Mail List Opt-in Volunteers from 3-23-22
(NES): Nooksack, Everson & Sumas Focus Group 2-12-22
(NT): Nooksack Tribe Focus Group 2-23-22
(NVFL): Nooksack Valley Faith Leaders 2-23-22
(Parents): Parents of BIPOC Youth Focus Group 10-3-21
(PDef): Public Defenders 1-7-22
(Pros): Whatcom County Prosecutor's Office 1-6-22
(Pw/U): Whatcom County Public Workers/Unions 2-25-22
(School): BIPOC School Employees 12-14-21
(SE): Sikh Elders 12-8-21
(SJAO): Social Justice Activists & Organizers 12-18-21
(SFF): Students from the Fishing and Farm Working Community 2-21-22
(Sumas): Sumas Community Center 2-8-22
(SUPS): Superintendents 12-1-21
(WYP): Whatcom Young Professionals 2-11-22
(YAS): YA Sikh FG 11-24-21

Appendix 2: Focus Group Interview Questions

1. What does belonging look like in Whatcom County?
2. [To what degree] can cultural awareness solve for structural violence or racism?
3. What, if any, are the impacts and costs that environmental quality has on your day to day life?
4. How can local government collaborate with BIPOC (Black, Indigenous, and Other People of Color) communities to better represent people of color?
5. To what degree do you feel our current local legal system is “just and fair” for the BIPOC community, and why?
6. Please describe your relationship with local law enforcement, as relate to any personal interactions you've had with them.
7. To what degree have you ever tried to access a local service or program and had a negative experience based on your race?
8. How satisfied have you been with your own, or your children’s experiences in local education?
9. How would Whatcom County look or feel different? If the Whatcom racial equity commission is successful?

Appendix 3: Themes and Respondents for each Question

| Theme | Questions Addressed | Focus Groups Responding to Each Question |
|--|---------------------|---|
| Equal Access and Inclusion [Means of obtaining, receiving, or approaching something safely. Joining in on something with equal welcome and opportunity. The practice or policy of providing equal access to opportunities and resources for people who might otherwise be excluded or marginalized. Entails welcoming encouragement to be a valued participant or contributor.] | One | Q1. Parents, Sumas, NVFL, PW/U, SFF, Pros, School, B&AA, CE, NES, WYP, SJAO, A&C, LEFG, ML1, LFG, ML2, HES, MHW, PDef, FFW |
| | Two | Q2. LX, NES, FBO |
| | Three | Q3. Sups, Parents, LX, CE, SJAO, AAPI, MHW, ML2, HES, ML3, FBO |
| | Four | Q4. SFF, School, MHW, LGBTQ+, SE, Sups, YAS, Pw/U, HES, LEFG, ML3, FBO |
| | Five | Q5. PW/U, NES, ML3, FFW |
| | Six | Q6. MHW |
| | Seven | Q7. SJAO, LEFG |
| | Nine | Q9. MHW, NES, NT, Sups, SFF, B&AA, A&C, FFW |
| Safe Places and Accountability [An environment in which a person or category of people can feel confident that they will not be exposed to discrimination, criticism, harassment or any other emotional or physical harm. May refer to geographical space, physical location, or virtual environment. An obligation or willingness to accept responsibility or to account for one's actions – particularly related to acting on awareness/knowledge] | One | Q1. IFG, AAPI, A&C, NVFL, SJAO, LX, Pw/U, NT, LGBTQ+, ML2, HES, Sups, Sumas, MHW, CS, LEFG |
| | Two | Q. 2 SJAO |
| | Three | Q3. SE, NVFL |
| | Four | Q4. Pros, SE, School, IFG, Parents, SJAO, ML1, LEFG, LFG, ML2, CS, CE |
| | Five | Q5. SFF, MHW, IFG, HES, Pw/U, Sups |
| | Six | Q6. LEFG |
| | Nine | Q9. B&AA, Pw/U, NES, Sumas, A&C, IFG, MHW, LEFG, LFG, FFW |
| Representation [People from a particular place or group are present at and engaged with equal influence of people who represent the numeric majority. May include the action of speaking or acting on behalf of someone not present, in their best interest] | One | Q1. SJAO, Parents, AAPI, CE, LX, SE, ML1, HES, PDef |
| | Two | Q2. AAPI, FBO |
| | Four | Q4. MHW, Parents, Pros, LGBTQ+, NT, Pw/U, ML1, ML2, FFW, SFF, B&AA, LX, YAS, PDef, Sumas, NES, AAPI, School, ML3, HES, WYP, FBO |
| | Five | Q5. Pros, A&C, CE, NT, WYP, FBO |
| | Six | Q6. Sumas, Parents |
| | Seven | Q7. A&C |

| | | |
|--|-------|--|
| | Eight | Q8. SFF, School, Parents |
| | Nine | Q9. B&AA, NT, NVFL, A&C, Pw/U, CE, SFF, WYP, SJAO, Sups, AAPI, Pros, NT, ML3, FBO |
| Prejudice/Racism [Relating to preconceived opinion that is not based on reason or actual experience. Discrimination, or antagonism directed against a person or people on the basis of their membership in a particular racial or ethnic group, typically one that is a minority or marginalized population.] | One | Q1. SJAO, Parents, LX, IFG, SE, YAS, MHW, NT, A&C, NES, FFW, ML1, ML2, CS, ML3, LGBTQ+, B&AA, AAPI, FBO |
| | Two | Q2. LX, YAS, NVFL, ML1, FFW, WYP, MHW, IFG, CE, AAPI, PDef, SFF, ML3, Pros, Pw/U |
| | Four | Q4. MHW, SE, CS, FFW |
| | Five | Q5. B&AA, IFG, MHW, ML1, ML2, FFW, FBO |
| | Six | Q6. SJAO, Sumas, AAPI, Parents, MHW, PDef, CE, CS |
| | Seven | Q7. SFF, School, ML3, MHW, FBO |
| | Eight | Q8. SFF, Sumas, PDef, Parents, SJAO, YAS, NT, ML2, FFW |
| Awareness/Funds of Knowledge [Conceptualization and knowledge including that which has been historically and culturally developed to enable an individual or household to function within a given culture] | One | Q1. CS, FBO |
| | Two | Q2. MHW, NES, NVFL, Pros, AAPI, Sumas, Pw/U, CE, PDef, YAS, Parents, IFG, SE, NT, HES, CS, FFW, ML2, LX, SJAO, FBO |
| | Three | Q3. NT, SE |
| | Four | Q4. Pw/U, MHW, NES, A&C, LGBTQ+, HES, LEFG, ML1, FFW, NT, Pw/U, LFG, IFG |
| | Five | Q5. B&AA, Pros, Sumas, NES, NVFL, NT, FFW |
| | Six | Q6. A&C, HES |
| | Eight | Q8. YAS, Sumas, NT |
| | Nine | Q9. PDef, Parents, NT, FFW, HES, LFG |
| Inequities [Referring to instances of injustice, unfairness, or unequal treatment, including historical discrimination.] | One | Q1. Sups, NES |
| | Two | Q2. MHW, SFF, PDef, LX, AAPI |
| | Three | Q3. Pros, AAPI, CE, LGBTQ+, Pw/U, Sumas, PDef, IFG, Parents, B&AA, LX, MHW, SJAO, School, ML3, FFW, FBO |
| | Four | Q4. MHW, IFG, SJAO, NVFL |
| | Five | Q5. B&AA, WYP, Sups, NT, Parents, MHW, PDef, NES, Pros, Pw/U, LEFG, LFG, CS, SJAO, ML1 |
| | Six | Q6. ML2 |
| | Seven | Q7. NES, NT, MHW, Sumas, NVFL, SJAO, ML3, HES |
| | Eight | Q8. SFF, B&AA, NVFL, School, ML2 |

| | | |
|--|-------|--|
| | Nine | Q9. MHW, Sups, AAPI, Parents, CE, NVFL, LEFG, FFW |
| <p>Call to Action & Consequences</p> <p>[A prompt or necessity to take action toward a specific aim. Results or outcomes of an action or condition.]</p> | One | Q1.Pw/U, LEFG |
| | Two | Q2. MHW, Pros, School, LGBTQ+, LX, A&C, SJAO, Sups, PDef, SE, WYP, CE, B&AA, Pw/U, IFG, LGBTQ+, AAPI, LFG, ML2, ML1, Sumas, YAS, NES, ML3, FBO |
| | Three | Q3. MHW, A&C, Pros, NVFL, LGBTQ+, AAPI, WYP, Sups, FFW, FBO |
| | Four | Q4. SJAO, Pros, School, MHW, LFG, LEFG, NVFL, SJAO, ML2, CS |
| | Five | Q5. Pw/U |
| | Six | Q6. CS |
| | Nine | Q9. HES, ML3, FFW, FBO |
| <p>Burdon on BIPOC</p> <p>[Referring to the emotional or physical load carried by Black, Indigenous, and other People of Color. May include labor or hardship that is not equally distributed among general, or non-BIPOC population.]</p> | One | Q1. MHW, B&AA, IFG, LX, LGBTQ+, Sups, Sumas, FBO |
| | TWO | Q2. B&AA, School, AAPI, NT, NES, LX, MHW, YAS, FBO |
| | Three | Q3. MHW, FBO |
| | Four | Q4. MHW, WYP, SJAO, YAS, AAPI, ML2, Parents |
| | Five | Q5. B&AA, SJAO, Parents, School, HES, ML3 |
| | Six | Q6. SJAO, Parents, WYP, NT, AAPI, A&C, FBO |
| | Seven | Q7. IFG |
| | Eight | Q8. FFW |
| | Nine | Q9. FFW |
| <p>Organizational Structures and Systems</p> <p>[The methods by which work flows through an organization or community. Processes and ways of operating in order to achieve goals of an organization or community.]</p> | One | Q1. SJAO, ML2, IFG |
| | Two | Q2. Pw/U, HES, ML2, ML3, SFF, IFG, A&C, LGBTQ+, LFG, CS, FBO |
| | Three | Q3. Pw/U, SJAO, LX, SE |
| | Four | Q4. SFF, Sumas, Pw/U, A&C, SE, School, IFG, Pros, Parents, Sups, PDef, MHW, NES, ML2, CS, AAPI, FBO |
| | Five | Q5. Sups, NVFL, SJAO, PDef, CE, Pw/U, Pros, LEFG, CS, LFG, FBO |
| | Six | Q6. A&C, NT, CS |
| | Seven | Q7. A&C |
| | Eight | Q8. MHW, School, Parents, SJAO, A&C, HES, ML2 |
| | Nine | Q9. SJAO, AAPI, SJAO, Pros, PDef, HES, ML3, FBO |

Pertinent Information for Each Question Categorized by Theme

Focus Groups:

(AAPI): AAPI Focus Group 10-2-21
(A&C): Arts and Culture 12-4-21
(B&AA): Black & African American 10-2-21
(CE): Community Elders 2-17-22
(CS): Experience with Carceral (jail) System 3-22-22
(FBO): Ferndale BIPOC Business Owners 2-22-22*
(FFW): Fishing and Farm Workers Focus Group 2-24-22
(HES): Higher Education Students 3-2-22
(IFG): Indigenous Focus Group 10-2-21
(LEFG): Law Enforcement Focus Group 3-28-22
(LFG): Lynden Focus Group 2-22-22
(LGBTQ+): Lesbian, Gay, Bisexual, Queer+ 12-18-21
(LX): Latinx (Latina/Latino) 10-3-21
(MHW): BIPOC Mental Healthcare Workers 12-19-21
(ML1): Mail List Opt-in Volunteers from 3-21-22
(ML2): Mail List Opt-in Volunteers from 3-22-22
(ML3): Mail List Opt-in Volunteers from 3-23-22
(NES): Nooksack, Everson & Sumas Focus Group 2-12-22
(NT): Nooksack Tribe Focus Group 2-23-22
(NVFL): Nooksack Valley Faith Leaders 2-23-22
(Parents): Parents of BIPOC Youth Focus Group 10-3-21
(PDef): Public Defenders 1-7-22
(Pros): Whatcom County Prosecutor's Office 1-6-22
(Pw/U): Whatcom County Public Workers/Unions 2-25-22
(School): BIPOC School Employees 12-14-21
(SE): Sikh Elders 12-8-21
(SJA0): Social Justice Activists & Organizers 12-18-21
(SFF): Students from the Fishing and Farm Working Community 2-21-22
(Sumas): Sumas Community Center 2-8-22
(SUPS): Superintendents 12-1-21
(WYP): Whatcom Young Professionals 2-11-22
(YAS): YA Sikh FG 11-24-21
N= 32 (991 pages of transcripts)

Question 1: What does [or what could] belonging look like in Whatcom County?

Safe Place and Accountability

I think this area is notoriously cliquey. I have grown up here and so I have a pretty broad and deep community but it's mostly straight white people. And so, one of the things that you I've run up against my whole life and I think I've become acutely aware of in the last five years and then really accelerated in the last two years is the ways in which all the behaviors and mannerisms I take on and all the things I don't do to sort of increase everyone else's sense of comfort and safety. And in some sense, that's for my comfort and safety. But I think it's rare for me in Whatcom County that I feel a deep, deep sense of belonging. And when I do feel it, it's often fleeting, it's something will happen that then breaks the flow

state or whatever it is. Whether it's just an unknown person walking in the room, or we decide to switch venues and suddenly you know, we're at a place that's a different vibe. I mean, it's hard to kind of articulate. Even with my closest dearest friends here, with whom I do feel quite comfortable, especially one on one and even if they're, you know, straight and white and married and you know, kind of demographically really different. ..But so it was a friend of mine, straight woman, one of my best friends. And so acknowledging, you know, my difference in some ways that she said, "Is there any place in Washington that you don't feel safe?" And I said, "Yeah, north of Bakerview, south of the Fairhaven exit, East". (LGBTQ+)

...a space where you work or live, in which I see mirrored images of who I am outside of that space. (ML2)

I can't help but notice the tremendous isolation that migrant worker communities have, because they pretty much stay within their communities unless they have to go to the grocery store, to go to the bank or the post office. And there's really not any place within the county for them to be actually a part of us. On occasions we'll have events and we'll have actions and activities and people will come together for a very brief time. But it's not something that's done on a regular basis. I don't know that it would feel safe. (ML2)

I don't care if people are undocumented or not. If they're here picking my food then there needs to be a place for them without harassment - without that sense of fear. (ML2)

finding a group of people that have shared interests. And sometimes that's cultural belongings, like where you come from, or how you're raised or socioeconomic status or your ethnic background. But either way, it's just a group that you either form or join that kind of helps you find your place in Whatcom. (HES)

...there are quite a few kids who don't feel like they belong and they don't have a home with their school and they don't find it welcoming (SUPS)

I feel like being able to be yourself. being able to go anywhere- I know for me, certain areas, I don't feel comfortable walking in situations and I should be able to feel comfortable either taking my family to a certain event around here and feel like I can be myself and my kids can be ourselves and be who we are. And for people to accept us for who we are. I think that's a huge struggle for me. Yeah, being in this area sometimes I feel like I have to tone down my blackness or who I am to make other people feel comfortable. (SUMAS)

I guess my number one is safety. If I don't feel safe, I don't belong. And then on like, I mean, if all the boxes are checked, like ideally I'd feel like I have a purpose or place and that there's room for me in to achieve support and access. In Bellingham in particular there are as many places I felt unsafe, but it's not like on a physical level. I feel more like there's this weird tokenism thing that happens like if I go to an event like I have to ask my partner am I going to be the only person of color there am I the only brown person there and sometimes I get this weird vibe I can never tell are they interested in me for who I am? Are they interested in me because of my exotic background or something? And sometimes even with close friends of mine who are white in Bellingham, sometimes I feel like I can't really talk about my culture without dipping like this weird like soup like I feel consumed. Like "Tell me more", you know, and it seems like it comes with a level of enthusiasm that isn't necessarily warranted. I guess safety is my number one for belonging, but also authentic relationships and access to what my purpose would be here. (MHW)

Shared Place (A&PI)

I feel like maybe downtown is kind of a little scary because of like homelessness... I know Samish used to be pretty scary but it's cleaned up pretty good and still they're continuing to make it better. Texas St is always a bad one. And people tend to be scared of Maple Falls and Mount Baker area because there's no reception up there so people get scared of that but it's pretty safe up there, for the most part. (IFG)

...it looks like people feeling safe and comfortable to come together and share ideas, to have safe places to gather. But also sometimes like with Whatcom Reads, it's not necessarily a physical gathering, but it's an ability to gather around a central book or material or concept and have community wide conversations that everybody feels like they can participate in. (A&C)

I think belonging is about having spaces where you're able to be yourself and ask the questions that bother you and express yourself in ways that are comfortable to you. I don't know that those spaces totally exist anywhere. (NVFL)

I think that belonging is an intentional community. It has an arms open policy that brings acceptance and love to the people that you come across and that there's an opportunity for those people to join in and walk alongside each other, even if they're beyond blood relative and that the belonging part of it comes when we can join in some collective goals and work alongside each other in those goals, whatever those things might be. I think that it has a longevity attached to it, that the long haul allows people to settle and feel like they're part of something that's beyond themselves and something that's good. (NVFL)

I'm just coming from a Mexican American perspective. We have no cultural spaces right now in Whatcom County anywhere. And I think that's what has been one of the biggest issues. The fact that we have no space together with community. So what does it look like? What it should look like? Is ownership of building and land for different communities to be able to gather and be able to create their own cultural spaces and when I say culture, I mean traditional cultures but also political alignment. Whatever fits that community and that it'd be acceptable. (SJA0)

...it's been that way with the Nooksacks and the Lummi. They have their land that they quote-unquote, have been given, otherwise they'd have nothing. And farmworkers and immigrants are landless community without any literal place to belong, and, you know, so our vision includes creating those spaces for our communities like the Immigrant Justice Center, directly with our own farming Co Op where our community can see what would it look like if we had our own space? (SJA0)

I think that the place where a lot of people that I dialogue with that are progressive and are brown, and our diaspora, find home in the Whatcom Peace and Justice center, because it is a cultural community like resource and library center that is not secular and so that attracts a different demographic and folks who aren't necessarily people of faith. (LX)

I always think of safety and security. And belonging, I think means that you have a sense of safety and security, no matter where you may be. I see it a lot with middle schoolers all day long, like, their belonging to them means very different things, and probably us. But I think baseline no matter what it means, it means like you feel safe in a situation. And, you know, there's been multiple times from different places where I've just not felt like I belonged or tried to belong. And so for me, personally, I'm not involved with, like the synagogue here, because I didn't feel like they wanted me, it was weird, and

then I haven't gone back ever since, to be honest, and but I got connected with the Jewish community, and political work to be honest. (Pw/U)

We have as a society completely disconnected from each other from the human to human interface. And now it's all via text or via zoom, all that kind of stuff, but it's not person to person, and that's where we need to get back to change the entire dynamic of how people feel of other races or somebody is feeling their prejudice it's because you don't get to spend time with these other people. That's literally what it comes down to. (CS)

belonging to me looks like um, people able to get along and live their lives, even when they don't agree necessarily. (LEFG)

Equal Access and Inclusion

[We need] spaces where you feel comfortable being who you are, no matter how you identify or what you look like or what your resources are. Also, being a safe, comfortable space to ask for what you need. I think that's a really big part of belonging. And making sure that you have access to community and resources to connect with other people. Which could translate to basic infrastructure stuff like public transit, being able to get to the places you need to go but also, just having spaces to meet and congregate. (SJA0)

I feel like belonging is self-initiated. ...you find your belonging by finding your peers that match up with either your morals and your ethics, whether it be through church or sports or band, you know, it's finding people with similar interests and similar values. And in finding a cohesion there, it's not ever with an entire population, it's with people that have similar interests or values and just making that connection on a personal level. (LEFG)

I think in its simplest form, belonging is being accepted in a group or by others. (LEFG)

It is different for different groups sort of like to me belonging means that everybody feels welcome invited has a seat at the table, can walk into a room, just like the other person, whatever your skin tone or your race doesn't matter and that you're invited the same way. I don't think that's what we see in Whatcom County. (ML1)

I think it really it means opening doors to individuals who maybe historically have seen these doors closed. (ML1)

I feel like in Lynden, you're welcomed, and told you belong, if you will change yourself to get along with the majority of people in Lynden. But the onus is on you, as the outsider. So here's some context I look like maybe I belong, but then when I open my mouth, everyone knows I'm not from here. I am now, but I'm not from here. So it feels to me like as an outsider, as long as you go along and conform to the general culture, people will tell you, you belong - you're one of us. And I get a different feeling in Bellingham. My friends in Bellingham more often say, it's just so cool to have all these differences. We'd love you to belong because you're different. (LFG)

I think we are together because we share some common ideas on how we should see the world, I mean, political probably, perspective that we have in common. .. Lynden becomes kind of an exclusive area.. I'm struggling. Because I, you know, I don't share a lot of what my community is saying. Even about wearing masks. So, there's a tough side of it too where I don't feel like I belong. (LFG)

I just never felt access and a welcome channel to come in, I felt this horrible struggle of bland and so that was really a struggle. I almost left just because of that, because the diversity was so-so. (ML2)

looking at Maslow's hierarchy of needs, love and belonging is right in the middle, right? In order to do that you have to have your psychological needs and your safety needs met. And there's a lot of folks in this community that don't have those. And so asking how can you feel like belong if you don't feel safe in your own neighborhood, how can you feel like you belong or that there's love in this community if you can't afford your food or rent or there's never a possibility that you'll own your own home? So it seems very unfortunate that the belonging is sort of like an asterisk or an addendum to those things. That is, is really unfortunate. I feel like we can't really get to that notion of a beloved community or a community that folks really feel belonging if those first two are not met. Like it's important to still try to make a community that does feel belonging or does feel like it's full of love and create a welcoming space. (ML2)

But you can even take that issue of sense of belonging to our homeless and how we react and how we respond to our homeless folks. Or to folks that are mentally ill and out on the streets. That sense of belonging is not there, or for the low income even if they do have homes. So we got a long ways to go and it's not very belonging right now. (ML2)

I personally define belonging like being engaged with your community and like finding these pockets of people who you really identify and connect with and on various levels, and that gives you such a sense of belonging, and I definitely love being parts of groups and communities like that. It makes me feel at home and comfortable and just very generally satisfied. (WYP)

In this county where I have felt both seen and safe, was when I would go out to the Lummi health center once a week and nothing but respect nothing but just being seen and accepted. My voice mattered. I always felt good out there. (MHW)

I guess belonging is being accepted. And not having to worry about possibly like the legal status you have in this nation, having like a sanctuary space on campus, or, I'm welcome county possibly having access to health care as well as social services.. (HES)

I feel that I haven't always known about resources or have access to resources that white people have had access to and it was only through networking with them that I learned about it. ...(Parents)

I actually was surprised I got this email [invitation to participate] because I don't always feel like I belong.. I didn't grow up here. I'm from California. I'm a person of color. I don't really feel like I'm a Bellinghamster. ..I think many people have lived here for generations and have this long history. ..As a transplant and also as a person of color I struggled to find my community and I still feel like I struggle.. I think in terms of belonging, we have a diversity in approaches to the arts, which creates space for everybody. And that's really cool. (A&C)

[I have] the feeling of being siloed and maybe not belonging into community. .. am I able to participate in community being able to afford housing and be able to feel like you can have access to participate in various things, whether it be like art spaces, or like music venues or the Bellingham community? (SJA0)

Having access to things that are available in the community, whether it's the court system, your grocery stores, your schools, basically your social structure, fabric, if you will, and belonging is being able to

access and be a part of that in some manner, recognizing that not everybody feels like they belong within the community. (Pros)

it's important that people feel like the government is there for them. And that when they're interacting with the government, either in court or through land, use things, whatever it may be, they need to feel like we're there to help them not to be an obstacle to them because of who they are or where they're from, or what their socioeconomic status is. They need to feel like the government is there. (Pros)

I just didn't even know they [resources/spaces] existed, sometimes it was through churches that were open to everybody, but I'm Muslim. And so I wasn't aware of those things unless I happen to have the right conversation with the right person. And it always ended up generally being a white person. (Parents)

I think the first thing that comes to mind to me is with belonging in this area is everybody being free to be themselves, whatever that means to them, whatever their culture background. I think that that's probably the biggest thing that I would say as being part of a family is that belonging of being able to represent your culture and show who you are, whatever it is, and still feel like you belong in the community. And having background be respected and celebrated and educated about and not seen as something that is different. (SUMAS)

I think this is something I've always struggled with. There's a Mexican saying that "I'm not from here, or there". I think I've always struggled with that. Because when I go to Mexico and around my Mexican family, I'm not Mexican enough, but also, I don't feel like I'm American enough when I'm around my white counterparts. I've always struggled with a sense of belonging. My wife always says I'm a chameleon because I grew up pretty poor and a lot of gang members in my family, and I can still hang out with those people and get along and have conversations with them. But also professionally, I've been in social work for a lot of my adult life, and I've worked for nonprofits. So I have a lot of friends that are professionals and can get along with them too, but I don't think I can be all who I am around both groups at the same time. I've always struggled with that sense of like where do I really belong? (SUMAS)

[referring to a youth with whom they were working]: I realized belonging to him meant that he was part of something he was part of a little community that knew him intimately or knew a little bit of a story or so he felt his definition of belonging was "I'm part of a small knit community that knows me". (NVFL)

I think you're having a space and a community that you feel welcomed in. feeling that you are seen. I think just being able to say that you have a group that you relate to, that you feel you can communicate with and that can understand you're here, a space where you feel heard. (NVFL)

lots of folks have talked about their kids [being a source of belonging], I had the opposite with my own kids, I felt like we didn't belong. My son went to Harmony elementary school, that's where the life seals program is. So I live out in the county, which is also different. And then living in Bellingham proper. That's for sure. Like, we're county folk, and we're East County folk, and people take pride in that. But, like, going to harmony, we didn't have a connection with the school because my son was in life skills. And they didn't make an effort to even interact. And when we were at the sixth grade graduation party at the Sportsplex, that's where it was, no one talked to us, like, and no one even talked to my son or engaged. (Pw/U)

I think belonging in Whatcom County is just like feeling accepted by everyone else. You know, you don't feel like an outsider. But you feel like you're accepted. You know, just for being who you are. (SFF)

I feel like belonging in Whatcom County looks like nobody feeling excluded like everybody's together All right. (SFF)

Like feeling welcome and like you know? Yeah, feeling welcome and not being left out and stuff. (SFF)

It's like, you're very accepted as who you are and *who you want to be*. There's a lot of opportunities to be great. (SFF)

To like, feel everybody included. So like, even if they don't agree with you, like they still feel welcome. And not like excluded Yeah, (SFF)

it is being recognized as a as or not other, I guess, for lack of a better terminology is being accepted as part of the Bellingham community and not being seen in some ways, like an interloper or an outsider. (Pros)

...not having that anxiety when you walk into like Boundary Bay, you know, you see that other black guy over there who's with a group of white people we both look at each other. Like, I can't believe we're both here right now. I think I just feel uncomfortable. Really... I think a lot of people of color try hard to make sure people come by their house. They feel like it's home. (School)

Sometimes they call it the polka dot syndrome. So walking into a place and you're the only person and you can feel everybody looking at you. ... If you're the one person that's in a certain type of position and having to listen and then whether or not you address what you hear. And then once you do the eyes and ears are on you after that. (School)

I don't think I can answer the question because 14 years of living here, I've never felt like I belong here. I'm always different, always easily identifiable always approached with, you know, just a difference you see how people interact with the folks that they're comfortable with - the folks that you know do belong and then how they, in turn, interact with you and your family and so unfortunately I don't think this is a place where I experienced a sense of belonging, but it is a place where I have created a sense of belonging, with my sister, friends, and families like ours. (B&AA)

I've lived here for about 13 and a half years myself. And it's been interesting. I don't necessarily feel like I belong. But I think given that the way I was raised, personally, I am just I am just here, I exist. I move on and plow through and that's how I get by. (B&AA)

it's a pretty tight knit community, and I think belonging, or a small community, certainly being open to taking all comers and not feeling outside in spite of living here and being here the same way as others do. (Pros)

I think I think that acceptance piece of it, but also, feeling that here is home and that you're an accepted valued member of the community, you have something to contribute. You have meaning and purpose within the space that you're living and working in. (Pros)

It's who you know, who your parents know, what kind of groups you're involved in [like] sports .. I'm thinking specifically for kids too. It's like what are your interests, and then how can you get connected

with people in those same interests, so that you feel like you're belonging to someone or a group.
(Parents)

If you're like me - a white person - and you [aren't] around people of color that much .. you don't want to say the wrong thing. But being across the street [from a person of color] gave us an opportunity to share some meals and become much more human and spontaneous in our conversations. And that's been a good thing for us and our family to see. And I would like to say more that I am interested in some things that we could do to make it more appealing to people of color. (CE)

I just hope that when my kids go to like say middle school and high school they are felt to be included. That people aren't just looking at their skin color or whatever and just making assumptions about them and, like some of the folks were saying here before, inclusion would mean not having people jump to conclusions or look a certain way or you speak a certain way, and just look at people's character.
(Parents)

I think I would say decentering of the normative culture. And so, you know when you belong. There isn't like this comparison of where you belong on this spectrum of right to left, (Parents)

We live over by Lake Whatcom. And one thing I have enjoyed actually being part of is we go down to the lake off and on, and they've recently put in new docks. And it's been quite an improvement for the swimming area, and there's been a lot of Native American people that have come down there to use the facilities. And, you know, I feel right at home, down there, everybody's nice, and it's a nice chance to see different color skin, you know, and move in and out and not be afraid of anything, everybody seems to get along good. And it's very refreshing. You know, because you hear so many stories about going into areas where, if you're the only person of color, or maybe you're the only white person, I don't know, but you know, you tread softly. But it's refreshing to see the kids play together, and enjoy their time down there. (CE)

I think in the earlier years, belonging for me was getting involved in an organization up on campus called the Black Student Union. That's where I felt a belonging especially coming from Brooklyn, New York to Bellingham, Washington was quite a revealing circumstance for me... belonging certainly was in the early years just finding that connection, because I felt kind of lost, not only in a new environment, but not seeing very many people in the community look very much like me.... And creating Bissau Brothers and Sisters of Whatcom, which happens to be more African American centric, because just like myself, they felt lost, many feel lost coming here. And I've formulated a Welcome Wagon for people to feel welcomed and belonging here. Even though they may be bewildered, to let them know there's someone here, who's been here a while you can make it you can be successful, and it's okay. It's okay to operate within Whatcom County. You don't have to be afraid of the police. Although need some guidance and direction from time to time. Overall, they're okay. And if you have an issue, we can go speak to the chief at hand, whoever that may be at hand. (Pw/U)

I've been here since 85. And in my experience, it's shared culture is what makes you belong. And a quick dumb little story when I first got here. I lived up on South Pass in an old house that needed lots of stuff being done to it. And I would come down to the local hardware store and I couldn't get waited on. I come from Las Vegas and was totally white. You know, and I couldn't get waited on. Guys would come in behind me and get waited in front of me and I got really frustrated with that until I grew a beard. Now I know that sounds ridiculous, but that's what it was. Now I look like a logger or somebody who works

with my hands outside. And I was accepted. And I was stunned by that. I thought well, that's crazy. But that's what it was. And I think the longer you're here, the more you're sharing the culture of the county. And so you become to belong. I think the shared culture is what belonging looks like here. (NES)

[My husband] and I have taken a lot of kids into our home. And so I think we come from a spot that a lot of times different people don't belong or don't feel they belong. And it's our responsibility to help people know that they are wanted and needed. That's a really hard thing to do. I have thought back over the last few months since the floods happened and the cleanup day in Everson. We watched people come from all over Whatcom County into our community and really help us, but the core of who was there was our community and it was from every walk of life, from every different background. There were people that were the core that I mean, like that helped set up and like kind of run the thing you know, and it was amazing to see. I think a lot of people felt like it didn't matter if they knew anybody that was part of that setup crew or not, that they were helped and that's something I wish we could make people feel every single day. That day. People felt loved in a dark time. I would like to see belonging be something that people feel even in the good times and I don't know how to do that. I think it's something I wrestle with every single day. I wrestle with it in my home, that we have kids that have felt abandoned and unwanted and unloved. And though you love them, and though you show love and kindness and are meeting their daily needs that maybe weren't met before. There is still that kind of baggage that is still there, and how do you overcome those things and for the greater community? I take a lot of situations that happen within my home and try to apply them out to the greater area and so I think we have to create belonging for people. And it's our responsibility to make sure people feel belonged around us. We can't obviously touch everyone's lives, but every day, we touch someone's life and so how do we do that? (NES)

You get a very positive feeling living in Whatcom County. I think you get a feeling when you are in the schools, when you're working with teacher groups, when you're working with parent groups, and the whole people are very welcoming and they are respectful, and they want everyone to be included. ... it didn't matter your economic class. It didn't matter what color you were, didn't matter if you were Hispanic. It was beautiful. Absolutely beautiful. And I think on the surface, people want people to get enough food, people want people have good housing. People want to love each other. I think when it comes down to power and sharing that power, I think that's where it gets so sticky. And then we start seeing divisions, you know and in all of the time that I've worked with schools, you know, we had parent meetings monthly as a high school for three consecutive years. We had a parent meeting program once a month where we had all Hispanic families meet and we talked about what are ways that they would feel comfortable in the meetings where it was all school meetings where it was mostly all white families. And very few of them felt comfortable because when they sat in there, they felt excluded. They felt excluded by the language, they felt excluded by not knowing what is important in a culture, right, like, preparing for prom. Well, how do we what, how can they contribute to planning for the prom? I would say that on the whole Whatcom County is so welcoming, and it feels really, really good. I think that as you get closer and closer to making decisions and talking about money and giving that's where things get sticky, and I don't think that there's much equality there or a sense of belonging, for diverse groups. (NES)

I've been a stay at home mom for seven years and I felt pretty isolated. And now being in my 30s and working again I'm getting that sense of more of a purpose, and belonging in joining networking groups. (WYP)

I think that how you have set up this group is a great example. giving everyone a chance to voice their opinion. I think part of belonging here in Bellingham comes from people just being really nice to each other. I guess like usually if people even if we don't have the same idea about something, usually if they're open to just hearing where I'm coming from, then I feel like you know, we don't have to agree but at least you know, I'm welcome to exist here and that is not always the case that people think you should exist. So, you know, it just makes a difference whether or not someone can just respect you regardless if they agree or not. (WYP)

I would say that belonging has a lot of different components to it, right? There's a lot of people within Whatcom County that have their family structure here. And so you know, between their kids or their growing up here, they have an extended membership mark. For me a lot of my belonging resided in my role within the fire department as a firefighter locally and then transitioning into union leadership and, and then into some political work. So for me, belonging has been finding groups that I guess I can put some time and effort into, and then working in there to either better myself or better the community in some way. (Pw/U)

...we know that it's a very homogenous racial environment. It's very much a liberal arts college town. That has always been my experience is that it's white, relatively well to do people in the community. I found it was a pretty hard place to get to know people. But on the other hand, it was my first time ever not being in college or law school or somewhere that a social group was pre made for me. And so I have found my community for the first six to eight years through my professional life - it was through socializing with coworkers and meeting people through coworkers and it was only when I had my first daughter who's now three that I kind of found communities through being a mom and having family that way. It's kind of a hard place to find community but like the mainstream sort of dominant thing in this area seems to be the kind of alternative progressive young white thing. (PDef)

For me it's been a nice experience. Thank God I haven't had any problems with my family or my children. It's just definitely, like everything else [others shared], definitely little things in some places where because of the language they don't attend us, but in general everything for me has been very nice. There is very good communication with the schools and very good communication with my children's participation in sports. For me everything was very good. (FFW)

For example, when you go to the pharmacy specifically you go to pick up some medicine and some of the people who serve you pretend not to understand or not to understand your name. The date of birth is not said clearly and they don't give us the medicine that we require. So this is a part that has been a little uncomfortable for me since my children were little, because I had a son with asthma, so it was very difficult to get the medicine because many times they said they didn't understand me, that I had to call the clinic or look for someone to translate for me. And it was very difficult, very sad, nothing else. I have had two very strong experiences and one in the clinic, but thank God they were solved and everything has been fine. (FFW)

Representation

Belonging looks like public recognition, besides rhetoric, that actually gives us governance and a voice and we're listened to instead of marginalization because we don't cooperate or we don't agree that for example, that the Bellingham Police Department is the best police department in the world. (SJA0)

I remember when I first moved here for college I used to count how many black people that I would see. And sometimes I could go weeks and I would be the only one... I still find myself, even with my friend groups and in other community groups where I'm the only one and so I've been the token black person and it's definitely really hard. Sometimes you don't notice it and other days it weighs more heavily on you... And when you don't have that experience when you are the only one it's so difficult, like how do you feel like you belong in a community when there's nowhere that has my traditional foods, there's nobody in Bellingham that knows how to do my hair... (ML1)

having your own cultural group, I guess. Since I'm an Arab American. It's kind of hard to find that little niche of people like that. I feel like for a sense of belonging, more just kind of having access to people who are similar to you and have similar mindset. (HES)

I think just finding a place of belonging is like finding cultural similarities that people have, like being Pacific Islander, it's been very hard. I thought there was gonna be a lot more Pacific Islanders in Whatcom. (HES)

..sometimes you could try to educate people but they just don't want to hear that.. You can only talk to the people if they want to hear it. I think it needs to come from different levels, like there should be more Punjabi signs at the courthouse and different places, to just kind of make more awareness of it. (SE)

Bilingualism everywhere in Spanish and other languages needs to be present. (SJA0)

Belonging looks like representation. (Parents)

I think growing up I never questioned whether or not I belonged here. That was just sort of a given. Because I you know, I went to the same elementary school all the way through and Middle School and high school. So that was a really easy thing for me, but I think now coming back after having lived in San Diego, I'm noticing the different ways that I see myself as not belonging. I know that Bellingham is very active outdoors, people bike, they ski, they do all of those things that I don't necessarily participate in. I noticed that I dress differently than a lot of people up here. So I think that on the surface, there's just, you know, there's a very Bellingham way to kind of live your life. (PDef)

...not that it's a good thing that I'm hearing that other people have these senses of not feeling belonging or comfortable here in Whatcom County. And again, I knew that I wasn't the only one, but it's like I had never met anybody else that felt that way. Most people I meet, and again not to say that it's not a wonderful area at all, but again, you know, not being from here, everybody come across, it'll just be like, "Oh my god, it's so wonderful". I certainly don't have that overall "oh my god it's like the most amazing place"... I'm Korean American and I don't really see that many other Asians very often so it's just like, where are we? Literally, where are we? So just having that disconnect and kind of also feeding into those feelings of not belonging. (AAPI)

I live up in Semiahmoo. So there's quite an Asian community here. But as far as other people of color, I don't see it. And luckily, in our gym, we do have some people of color there. It's so nice to be able to interact with people that have different thoughts. So I find Whatcom County, very sterile, in general, of people of color. And I think the indigenous tribes, don't get the recognition. And they don't seem to be mixed in with the general population like I think they could be. Now that may be due to the fact that some of them live on tribe property and things of that nature. (CE)

I think that Lynden has a bigger Latinx community than Bellingham itself. I've been living near the University for a while and lived a little bit downtown Bellingham too, and, you know, it's really interesting. There's a myth that Whatcom County is completely white because the downtown gentrified areas are predominantly white, but in the surrounding areas we can see more BIPOC folks, so it was really interesting for me when I went to Lynden. There was a community fair that happened in Lynden before COVID and they actually have way more Latinx folks, and I actually felt way more like at home to a certain degree than in many community gatherings... in town. I think that Lynden has various places where it's really challenging to be brown and to be Latina and like exist in its own way, but just to bring up [that we look at] Lynden and Ferndale and all these areas as the bad areas that are too conservative and whatnot. But then we can also find some Latinx representation there and more farm workers that can afford housing ... But like, just in terms of belonging and representation there is a little bit of like a difference in what culture we share and where we can see each other or see others of our own. (LX)

You know what is being centered and valued just when you walk into the store or [by] what's on the walls in your kids' classrooms. (Parents)

What are the holidays or seasons or traditions that are elevated? (Parents)

Youth would feel like they belonged more with more of an even playing field... I don't think it should be proportional to demographics, because then you would center mostly in white values or Christian values. (Parents)

Elevating the culture and traditions and stories of underrepresented groups so that they are not under-represented. (Parents)

If you're the only kid of color in your classroom. You don't have to just see something that reflects your culture or tradition two days in a year, but it's always there and that benefits all kids, not just the kid of color. (Parents)

Prejudice and Racism

Right now, it looks very siloed there are various groups based on income, social status, political positioning, alignment. It's a very siloed community and belonging depends on your courage to get into spaces where you're normally not in that silo. And it's race, its class, its political alignment. It's also access. It's very stratified. (SJA0)

I think it's a good place to have children. The people are nice. Only once I had something racial in a store. Somebody said to me as I was picking avocados or something from a store. And a gentleman came in and he asked me why I was grabbing the vegetable. "You come to this country to take everything." I realized that I was being a victim of racism. The man wanted to tell me that we came to take spaces that don't belong to us. (FFW)

I've been here for 16 years. I remember something when the pandemic had just started, with a person in a store, when they saw us. I was going with my daughters, my little girl, the youngest one was in the cart and we had already paid and we went outside and we stopped for a while to put my change that they gave me in my purse and the person who was behind me didn't want to get close and suddenly he threw the cart at us, and I was able to avoid it. I threw my daughter. It was going to hit her where she was. My other daughters wanted to know why they did that. I told them not to pay attention, that it was wrong. And he went out to the door where one goes out and stayed there. And then when we went to the exit, he

came back and looked at us again, as if he was looking at us with a grumpy look, as if he was saying, "What are you doing here?" And since then, I have hardly ever gone to buy in that store because they say that it is their store, the Americans' store, and they don't like to see Latin people. (FFW)

This summer my mom came to visit me. I was working and she went to Winco and when she was leaving, a lady started to tell her that she has no right to be in this country and that she should leave, that she didn't want to be in front of her sight. It was a very bad experience for my mom for the first time because she liked it here. (FFW)

I feel like this is my own home and this is my own space. But there's so many microaggressions I've faced, like outright racism... (ML1)

...my gut reaction is to think about when Trump came to Linden, and I was walking the streets, and I would see white women screaming at the migrant workers go home. Go back to where you came from. (ML2)

Um but to have that sense of belonging and to have that sense of community is where people can walk down the street without fearing that the police officer that's walking towards them is coming for them or that some interaction is going to lead to an ugly situation. (ML2)

I started a car club up here. And you know, everybody used to look at us like, we're no good gangbangers. Drug dealers. Yes, troublemakers and didn't like us. And get that funky look every time we drove around or something. And, I'm nice to everybody. (CS)

It's better than it was in the 90s. ..Every weekend, I was getting in fights. Because they was always saying what is my kind doing here, what am I doing here? You know, they'll be sitting around town and parked by my car or something when I come out you know, and I have to protect myself... I guess this is still out there for the kids and I'm worried about my little man growing up. And what school he's going to go to because it's the way kids are still treating other kids from different colors. (CS)

I've never really felt racially I didn't belong in Whatcom County, but I'm someone who came here as a college student and I've been renting this entire time. I still don't own my own property or anything. And there's definitely a feeling that there's kind of a bias against renters ... I'd say that people who own homes and own property probably feel more like they belong in the community than a lot of the renters.. (ML3)

And, but there's so much we can all learn from one another and that'll be the other part of making sure we take time to learn from one another. Because the similarities definitely outweigh whatever differences you may have. (Parents)

There's so many barriers to acceptance that are hidden. I don't even know how to express it except that I know that it's complicated and it's a problem for a lot of us white folks to really get our avenues of belonging and acceptance cleared out and barrier free. (Parents)

I can tell you, just knowing the energy of growing up with my father in the service, and going to 13 different schools and always being the darkest one in my school, and then coming back to Whatcom County and going to Ferndale High School, and Bellingham High School. Just noticing the fear people used to have about coming to the reservation or the perceptions of the reservation, looking at me as different. (IFG)

I think I'm speaking for the Latino, I believe they see us as just labor. And I think there's a reason that they don't allow us to keep going up. (LX)

I'm glad you're bringing up that word belonging, that's a very important feeling. It's so important to belong and when I think of the Whatcom County Health Department's Generation Forward envisioning a future world for Whatcom County, where all children thrive, I had to ask the nurse, how could you envision a future where all Whatcom County children thrive when our indigenous people are erased from our ancestral homelands. ... So within our own tribes. Is [where we have] the most critical place where you have this sense of belonging (IFG)

I do feel like I know Whatcom county fairly well I mean I've grown up all over Whatcom County from Ferndale to Maple falls and Lynden and I've been pretty much everywhere in it. It was hard for me to feel like I belong because I was in two separate homes growing up and also I was in foster care as well but I grew up with my dad and it was really hard for me to feel like I belonged, until I moved home with my mom, and she, her and her family were able to actually show me true love and acceptance. It was hard just growing up but I do feel like I belong with my family and I have my kids as well and I feel like they do a pretty good job making them feel like they belong. (IFG)

I live in Lynden and it is such an interesting mix of people. When we moved here we moved as a family unit, 12 of us all together. Had we not done that Lynden probably would have felt like a very cold, difficult place to break into. I remember for my son and my niece, they were sophomores in high school, and they went almost a full year [with only] the teacher that says your name. Nobody else was talking to you because most of the kids here started in preschool together all the way through so they have their groups already and they did not have a need to extend their friend group, they did not have a need to invite others in because they already have their group. My niece even ran away for a while because she's like, I just can't find belonging I can't find anybody so finally over time, you know, she found her click. My son found his group of friends, but it took a long time and then for us as a family and then because of my coloring. ... a lot of people can look at me and think, 'Oh, she's just Caucasian'. But then when I start speaking Spanish and I start sharing my perspective, it's like, 'oh wait, whoa, you know, what do you mean you're coming in asking about the support system for the English language learners and where are the bilingual teachers in the school district and you're asking about how the funding's being used and all these things like whoa whoa whoa, wait a minute'. (LX)

...in regards to the straight friends, where I feel like especially one on one with those friends, I can totally be me. I can say whatever I want, but you get more than three of them together plus me and it is something will be said at some point that makes me the other and it is never out of malice. It is simply the ignorance of just not knowing that that question or that statement was going to other me. I would say the number one place that I feel that I belong is Rumors. It was the first when I moved here 20 2/3/4 years ago now. I've lost count. But it was the first place that I went where I was like, which was how I felt when I was in Bellingham. I felt like my soul had been home sick my whole life. And I didn't know until I got here. Like the very first time I was here. I was like I am hopefully I need to move here immediately. Like it was something very strong in me. And then again when I got when I just walked into Rumors and this was when I was on State Street if that tells you how long ago it was it was very long time ago. (LGBTQ+)

The nurse at Whatcom County Health Department reached out to me for two years trying to get me to go to their Generation Forward stuff right. And I finally decided to go off reservation and observe systems.

And the first thing that they said there, with all non-natives in the group, in a circle was, “Oh, we have to be careful with what we say today and there's more diversity in the room”, which I'm the only person of color in the room, and then they have to talk about the people in poverty, which includes the Native Americans and the Blacks and the Asians, and then I just got this feeling like they think I'm too dumb to contribute to the conversation. ... I ended up leaving, and I felt like I had to just say to them, no wonder why none of our people show up at these meetings. It's so disturbing. (IFG)

I came to this country when I was 15. You get looked at [in] different ways. And then my kids had a hard time in schools. And then sometimes we experienced like, getting some service done, you know, unless your name is an Asian name. Then they don't kind of like follow up with you or different things you have to keep calling. (SE)

...we live in Lynden , and Lynden is a predominantly Dutch, white town. Christian as well, so I'm having a hard time finding a school, aside from the public school that would not have a requirement for the students to be Christians. ..when I was at work [in Bellingham], I experienced racism firsthand. It's not really good. But here in Lynden, it's kind of quiet. It's like if they like you, which probably doesn't have a lot of chances, but they won't say anything. And if they don't like you it's the same thing, they're not going to react to you at all. So they're just cold either way. It's hard to be a part of the community where Punjabis are very open, you know, to “Oh, come to our house” or “come, let's have tea”, you know, it's coming from the heart. It's genuine. And I don't think I've ever experienced any other person or people community other than the Punjabi saying “come to our house”. (SE)

There's a lot of people who don't know about the Punjabi culture yet. Some of it is intentional, but I think most of it is actually unintentional. There's an opportunity for communities to come out, so that opportunity hasn't been tapped. (SE)

...we need to educate more on the Sikh faith ... I think our community has more than 1300 families here in Whatcom County. .. we are different. (SE)

I am generally uncomfortable in the county and not so much in Bellingham. It's a bit uncomfortable in Lynden, but it's not terrible. Out in the county I don't want to have to stop really if I don't have to. And when I think about belonging, I think it has changed since I've lived in Whatcom County for almost four years. In the beginning, I really thought that it didn't matter. My skin color did not matter. But with the various experiences I feel like it's becoming clear to me that if I am not with my white partner, there are some spaces that I am sort of scrutinized - it's not even outright hostility, but it's just like my movements are being watched. ..I would say generally if you're white, and young and fit, then you definitely belong in Whatcom County. You fit the narrative of what it means to be someone who's a model of the Pacific Northwest, and if you don't fit that, then well, we got to double check everything. (MHW)

We have an identity crisis. And the fact that after 2001 and 9/11, a lot of people just think that we're Muslim, just because we have a turban or we have a beard... There used to be a time when people wanted to be educated about stuff [and] they would be the ones who initiate the conversation and asked about stuff so they can be wiser and educated. But nowadays, people just don't care. I think that would be a good start to just educate them about Punjabi and Sikh and what the culture is or what their religion is, or where they come from and all of that. (SE)

I can be a Chicana I can be very white presenting, I can be very Mexican, very indigenous with my community, but there is no space that's acceptable for everybody to be together comfortably and speak openly. (SJAO)

...we need to be allowed to communicate in the way that we communicate, whether it's rambling or my community speaks in stories. You know, I get so sick and tired of being asked for bullet points. We don't talk that way. We don't want to talk that way. Everybody should be able to speak their truth in every place in Whatcom County, the way that it needs to be spoken. Racial Justice in Whatcom County is performative. And it's more for PR and marketing. (SJAO)

I think one of the things that always makes me not feel like I belong is when people are always so shocked to know how many Sikhs there actually are in Whatcom County. (YAS)

Not being pre judged in all the ranges of what prejudice means (Parents)

..Belonging would be not having to fight through discriminatory prejudice, assumptions, stereotypes , or prejudging to do what you want to do. (Parents)

I had this conversation a little bit ago with a friend where she felt like she has always belonged. She is that thin, white, crunchy type where when you think of Bellingham you think of her. I moved here for my undergrad back in 2004. I think the only time I've actually felt like I belonged was at Western back in the day, but I don't feel like I've ever really belonged since then. It's twofold for me - one because I am plus size and the other because I am Asian. I feel like I get hit on both sides of that. Even trying to navigate into mom groups, there's even that pushback from white moms .. The only place that I have actually been followed in a store was with my thin, blonde, very white best friend in Lynden. We wandered around for like half an hour and it was very obvious that I was being followed throughout the entire store the entire time I was there. And I just kept on looking at my friend who was across the store from me and laughing because we were doing the exact same thing. (MHW)

In some ways the ways organizations or institutions are created were inherently racist. And so it's like you have to have changes in some of those structures, whether that's through law or however you're going to go about changing it. In order for to solve some of these problems (A&C)

[Belonging would be] having spaces that are as free of judgment as possible and that we kept coming back to assuming best intentions of everybody that comes in. I know on an individual level when I haven't felt like I belonged somewhere it was usually rooted in something like that, where it was like their suspicion or lack of trust or something like that. I think creating belonging involves knowing that you can never really know who somebody is, just based on how you see them and what you perceive. And that's a big ask, but I feel like it's an important thing to cultivate in a community, knowing that we might be ignorant to who someone really is and not just go with our assumptions based on what someone looks like. (A&C)

I was born and raised in Bellingham, and I've always felt like this is my home. .. I think that over the years I kind of had to feel out my own sense of belonging ..so it took me a long time to feel like my identity belong. (YAS)

my background is a migrant worker. Education was not even valued growing up because I was needing to work to survive. So belonging to me is different from many of our community members, and people on this [focus group]. Belonging to me are the people that I make connections with that accept me as me –

doesn't matter my background, my baggage, allowing me to when I do feel uncomfortable, I can say, I don't understand, can you rephrase it? Can you help me try to understand it. So belonging is the people that make me feel that it's okay to be me. Back in 1989, when we first moved into the Nooksack Everson area, as a migrant worker trying to set roots for my kid from over the mountains it did not look like that here. And we weren't accepted. And that was hard, and it still is. I hold it so close to heart and memory because it was hard. There's a lot of racism. Unless you walk in my shoes, you see it, or if it's blatantly said [around you]. The biggest memory I have from when we first moved here, my daughter must have been coming out of elementary moving into middle school, and there was a big cross burning on Pole Road. And she remembers ever so vividly. And she was going to night school because we were still trying to figure out, do we migrate back? And so even to today, the fear, you know. I know I belong in the community. I know I don't belong in everyone's eyes. But I can help the community in so many different ways allowing me to branch out, allowing me to belong. I've worked with the school district and I love it, but there has been some very dark moments where I felt I don't belong. But every day, you know, I leave it. I'm very faithful. I leave it in the hands of God and I say okay, Today's a new day when it was bad yesterday. And so, belonging does mean belonging in the group you're around and your community - your community -, not the entire Whatcom community, but my community. (NES)

I've only been here two years, and based on my experience, I think, a sense of belonging would look like being able to go into any store, post office, whatever, and know that you're going to be served, just like everyone else. Not being called out, shamed or made to feel less than. Gosh, I can't even put out of my head, my first time going into the Bellingham post office and being yelled at. In front of all of the other customers. Because I used a label for the express mail. And then going into Papa Murphy's to pick up a pizza on the weekend, and people just treating me terrible because I didn't call it in. So I did not see this as a welcoming community...it definitely was not welcoming ..If you pay attention, it's like every day, but after a while, you become kind of numb to it and you don't you just stop. (B&AA)

...the same day getting a lawsuit dismissed, which was brought against me by a white supremacist, I was harassed by people who she incited on Instagram because the court feed is broadcast online and they actually had a viewing party. And when somebody jumps out of the bushes to startle you on your way to work after court, you tend to have a very strong screaming reaction. And I am not someone who gets startled very easily. Like, at all. So my sense of belonging is mostly about keeping myself protected as much as I can, and staying quiet, publicly, while trying to make a change in spaces like these. That's what belonging looks like for me. (AAPI)

I won't go to Lynden. I've been once in the last 20 something years and I will never go again. The county is uncomfortable for sure. When I leave the house Monday through Friday, I put my badge on the second I step out my apartment door and I don't take it off until I come back in. The Social Service badge gives me a certain level of safety and access that I absolutely do not get in this community if I'm not wearing it. (MHW)

I don't think I could just walk through Lynden. And it's not just me, because I have lived there, [and] I don't feel like you can walk through there.... I get people to look how I walk in a store for instance. And it recently happened to my wife when she went into a store and they were just watching her. Make sure that she wasn't gonna steal something. And she felt so uncomfortable, she was like, "you know what, I'm leaving". And for me, the same thing, I own a painting company so I travel all over Whatcom County. And we're in a place where I have found more racism, Lynden (LX)

I find Bellingham to be almost worse sometimes than out in the counties because at least in Lynden and Blaine and some of those places, I know what to expect. And it's a little bit more overt and I can prepare myself for it and know this is where I'm going, .. but when you're in town, I think we're a community that's pretty laced with like, sort of superficial performative acceptance. .. you also don't know when it's gonna turn or if there are people around you who are actually going to stick up for you or stand up for you or make sure you're safe. And so I think we have a lot of this sort of fake wokeness, or whatever we call it, and we're this small college town. And people come say, 'Oh, I'm in the Pacific Northwest and racism is not real'. I think I find almost more discomfort. When people start being overly like 'we are so accepting here'. 'We're so progressive, I just love it here'. And then I'm like, Ooh, I don't think you know the reality of our county and I don't know that you actually have my back when push comes to shove. That I feel is more threatening sometimes. (MHW)

Being accepted is a big part. Once you're accepted, then you start to make connections with people. So I feel like getting myself out there to the community. And so that they get to know me. And that's ... I'm sorry, I'm crying (through tears). Not to feel that the color of my skin or that I'm from Mexico, or you know, that's something that has been hard, you know. I just want to be accepted so that they don't look at where I came from. I want to be accepted for what I'm doing in the community and who I am. (FBO)

Burden on BIPOC

...so that feeling of, you know, people watching you when you go into those stores or whatever. I grew up with that right, and we knew how people felt about people on the rez, right. And then when Obama got in there I felt like there was hope. Oh my god, it just felt so hopeful, and then all of a sudden, the day Trump gets in there. I was downtown, and I was getting one of our elders [at the] store. And guy stopped and he just started flipping my mom and I off right by the window, and he said, "Make America great again" and he was just flipping us off the whole time we were sitting there. So we get home and I'm talking to mom about it and mom's just like, "oh I got shot at with the girls in Birch Bay and, you know, talking about all the things that have racially happened to her before. And my dad at Bellingham High School got pushed into a closet and told, "you get your haircut". So that didn't even phase her that guy doing that, but for me I felt really bad because I can see my children ... my middle son is really dark, and then my daughter has platinum blonde hair and hazel eyes even though we're both indigenous, I prayed for a little girl with blond hair and hazel eyes, and I got a little girl with blond hair and hazel eyes and I dreamed up like 20-30 Some years ago, that they were treated different in school, and so when that happened to me I was worried that our children are going to start feeling this way again and sure enough we had KKK written in our rock solid class and stickers start going around at school, for those groups that are racist. (IFG)

I've never been welcomed, and even when I go out and everything I've never actually felt welcomed and everything, so I keep to myself. (B&AA)

Just being accepted for who I am. As you can see, I have some pictures of my kids behind me. I have a 10 year old daughter and a five year old son. And as Mr. xxx said earlier, you know, the country is in all kinds of places. And it's the kind of stuff that keeps me awake at night. You know, when I think of the statement that former President Obama made about Trayvon Martin, 'that could have been my son'. When I look at a picture of someone like that, I see my son. A nice, sweet kid. I just want to make sure that I'm doing my part... At the end of the day, what belonging means is a place where my kids can grow

up and feel comfortable and secure, and not just worry, about being like, the black kid or whatever. They're respected for people being the people that they are. (FBO)

Inequities

...it depends on who you ask. I mean, there are people who brag about Mount Baker and perhaps I do sometimes too, that we have great relationships with our kids and they are comfortable here, but that really is not true. We have groups of students who do not feel comfortable. I can't tell you how often someone will call me and want to talk to me about an issue or just themselves and start with 'my family's been here for four generations' and presented as an entitlement. You know, so you should be listening to me. You should make this exception so my kid can play in the basketball game. I hear that all the time. I mean, weekly at least... We have kids who are not comfortable on this campus or on any of our campuses and we have data to show that. ..people like to brag about belonging, but it really does not exist for everyone. It depends, depends on who you are and what your name is (SUPS)

it's real different living in Everson. It's a real mix. From the long term locals to the Latinos, there's a real mix here. And in our experience it has been mixed from some racist behavior to the opposite, just very open and friendly behavior. So it's been a real mix. So, belonging, we experience this in small little groups, with, mainly with friends. (NES)

Organizational Structures and Systems

I don't feel like belonging when I see BlackLivesMatter signs on a lot of businesses and not seeing any material change out of that (SJA0)

I have not really struggled with belonging myself, I feel like me in my life, I've been quite fortunate. The systems are all in place for me to feel like I belong. So that's not a struggle that I necessarily have in Whatcom County. (ML2)

So the Black Lives Matters movement really made people shape up for a little while, and hold each other accountable. That was the most perfect time I've ever seen. Non-colored people holding each other accountable, and I just wish that it would continue and not be like the reality TV show where they just turn it off because it doesn't affect their lives. ... in our curriculum development, we are going to focus on cultural safety because it's not a safe place. And it's because of the unsettling truth of the doctrine of discovery, and ... it's not exactly about racism in today's society in a lot of aspects, It's just that we've developed a lot of racist quality policies that benefited white people from the beginning of time, and now these policies are hurting even their own, you know, ... systemic racism it's hurting the people who are in poverty, doesn't matter what color you are, (IFG)

Call to Action and Consequences

I think [having children] was definitely a big factor for us. When we moved here, our kids were very young, one and four years old. And so belonging here meant making connections largely through their world and their activities and school and those sorts of things. But they're grown and gone now and living on their own. And I think for both my husband and myself, we've made it a priority in our lives to actively look for ways to contribute to the community to find a space in the community that feels comfortable to us (PW/U)

I think for me, belonging is an action word. It's not something that you see that's hung up front of a business are part of a mission statement or a value statement, but it's about the actions of people and what you do. I know in my experience, in terms of how people are treated, people remember more about how they're treated from another person more than they remember anything else. They might not remember your name. They might not remember where you work, but they remember how you treat them. So for me belonging is actionable, and being able to invite people in not specifically to your home, it could be, but just into whatever circle or wherever they are at that point. So just hearing people and treating people with respect and just making people feel comfortable, I would say simply just making people feel comfortable. And be genuine about it. (LEFG)

Awareness and Funds of Knowledge

I believe this whole cultural appropriation thing is complete garbage because I mean, the biggest form of flattery is imitation. And so why would I get mad if somebody is running around in a sombrero and a poncho and this and that, like you are literally saying that you like my culture? Why would I take that away from you? If it's something that you care about? Why would I take that away? Why would I say don't do that only my people can have it. That is completely ridiculous. So here we are separating each other more and more by trying to make this exclusive club that only certain people can do or talk or, or eat or make whatever that they want. Otherwise, you're appropriating their culture. It's asinine to me and so if we want to be inclusive, we just need to talk to each other. We need to be around each other. That's literally all that it needs to be. I feel like all of this is getting far more too complicated than it needs to be than literally sitting down and talking with somebody that you don't have any idea about. (CS)

The other aspect of belonging, from my perspective, especially in the context of business is that for 1000s, of years, 10s of 1000s of years, right where we are, there was a sustainable economy, not a debt based monetary system, but one based on generosity and gratitude in the Potlatch where people were thanked for showing up. And that's an essential part of belonging where we have gratitude for those that show up and are present, and active in our communities. (FBO)

Indigenous

For me, you cut my hand and I bleed. My DNA is in this earth. You know, this is where we've come from. I mean, my family's come from here since time immemorial. Ever since I went to school, I look out the window and I daydream about what it used to look like. .. I grew up with the confusion, you know, how come I can't learn about all this here in our home from when I went to school? So belonging is to me, this is my home. When I look at the mountains that's what makes me feel I'm home. The rivers, our fish. Our stories are connected to everything. (NT)

Belonging to us is like our sense of place. And our origin stories and even when we talk about our fishing villages and all the places that our ancestors were before us and how that ties us to this land. I think belonging, it's kind of first for us, we belong to our people then we belong to Nooksack, then we belong to Whatcom County, and then we belong to Washington State, and then it's like, kind of layers of that. And a big sense of our belonging is our identity and we're taught that we're salmon people. And that the salmon has connected us to cedar. All the things we use cedar for in our culture, the ferns, you know, when you look at Nooksack, the ferns are very important to us as Nooksack people. All of those give us a sense of belonging and I wasn't ever fortunate enough to learn the language. I get really sad about that sometimes because I feel I was robbed of that. You know, our great grandfather and great grandmother

and our elders, you know, they were the last fluent speakers of the language and we're fortunate we have some tapes. It's not a lot. And we have very few tribal members can still speak the language and even at that it's not fluent. I think that's a part of us as people that we're missing. (NT)

I immediately thought belonging is how we fit into the community and the culture and the environment here in Whatcom County. Belonging in Whatcom County is in our very existence and our distinct identity as Nooksack people. (NT)

...we also at the same time feel disconnected. It was hard to deal with back [in school]. I didn't understand as much as I understand today. Back then it was a lot of confusion. You know, why am I being taught this and why am I getting in trouble for saying what I know about us? And that hasn't changed that much and we wish it would have. Its 2022 and a lot of our kids today feel that disconnect in Whatcom County. Our kids get on the White Man bus. Go to White Man school, learn White Man history, and return back to Indian Country. And it's a culture shock for kids. You know, and I'm not saying there hasn't been any attempt to understand or fix that. But it's something that we still need. It's something that we're working on continuously. I mean, we're the youngest recognized people here in this state, but we're the oldest people. So at the same time belonging is it's kind of like, you got two sides of everything. (NT)

I was just thinking about how my ancestral ties are not to this place. But growing up as an indigenous person and having exposure to nature and the outdoors. At such a young age and having exposure to it in such a way that really made me feel like this was my home. This was like where I am supposed to be. I feel like belonging in Whatcom County is a lot about nature. A lot of us sort of relate to that and the beauty of the Pacific Northwest and I think in different circumstances I feel like belonging in Whatcom County has been hard for sure. It's not it's not easy. I feel like even just going from one town to the next. There's a huge discrepancy in the way that I feel walking into places and the experiences that I've had. I think of most when I think of belonging is just feeling close to the land. (SUMAS)

When I think of belonging, I don't feel like I belong on this land because it was taken from somebody else. So for me, I'm kind of interpreting it as finding acceptance within Whatcom County and what does that look like? I find it through feeling like I have emerged with other like-minded people. I think it's finding just acknowledgement, acceptance and connection ... it almost feels like entitlement where I don't feel entitled to belong here, but I want to belong here. (WYP)

Question 2: [To what degree] can cultural awareness solve for structural violence or racism?

Burdon on BIPOC

What I understand about my workforce is that they don't have any experience with proximity to black people. So when they encounter them, their mindset about Black is so awkward. So, they struggle to figure out how to interact, at times. So, it takes them a minute, I usually can tell the three or four minutes that they're going through this, and I just continue on, as if I'm not seeing it, and then they come along and eventually forget this is a black person, not that they forget but the awkwardness lessons, but you watch them go through their ablutions while they're adjusting to your race, and that's always the way it's been in the northwest, (B&AA)

I also have seen in our schools, some of the kids don't want to speak Spanish. They feel embarrassed, and some of the parents too. And so that's not helping from where I come from. I'm proud of what I am - I am proud to see our community growing together slowly. But there still are differences in our community. We have to be able to communicate with those individuals... If a child goes home crying, because he doesn't understand a subject or something going on, and the parent cannot speak English, then we have an issue there. (FBO)

One of my parents first brought me here to Lynden. We came as migrant workers in their asylum camp for migrant workers and women, that's where we landed, and it was bad. There were 10 or 15 of us living in one little apartment with two bedrooms and everybody stacked up anywhere that we could find. Just because that's all we knew. And that's all we saw. We didn't know anything better. And at a certain point there is a fear of speaking, especially when I came here back in 1999. .. In Lynden, after July, when the raspberries will be done, the blueberries would be coming in but back then blueberries was a smaller crop than it is now, but in July, the farmers started laying off people because he was done. And, in July, immigration was allowed to pick them up, because they weren't needed anymore for picking the berries because it was done. But between June and July, in the berry season, you can go anywhere in Lynden, and do whatever you want, but once the harvest was getting through then they were allowed to pick us up and I mean, I knew a lot of families that were picked up by immigration, or getting pulled over by the police and because they didn't speak enough English, the translator was calling the border patrol and there they will get picked up. (LX)

A lot of people know that there is racism and violence and they're using that as a tool. ..to leave things as they are so that they can maintain power. (MHW)

I think it takes more than just the people of color. We need the help of white people as well. And right now it feels like they mean well. They're there to be supportive against racism, but you have to be anti racist as well. You have to be part of you know, the bigger change and so we just have a long ways to go. (School)

...are they willing to do their work and not put their head in the sand or pretend, or no, and I've seen a lot of people. They get tired. We're all tired but they get tired of the weight and the burden of having their eyes open, and they take the breaks from the work because their privilege allows them to and when. (AAPI)

And kind of going back to the question you asked before this one about belonging, what belonging means in Whatcom County. Oftentimes, from my experience growing up in the public school system, and I know I didn't experience racism as much as people before me did. But when I think back I feel like I did a lot of trying to fit in here rather than embracing my culture and my identity as a Nooksack matriarch in the making. I found myself trying to fit in with the non-native community and the, the standards of the non-native lifestyle. I think our young people still struggle with that. I do take pride in the kids that are now more involved with our dancing groups or drumming groups, canoe journey, canoe paddling, that being so involved in our culture, helps them embrace that identity. Rather than trying to fit in. (NT)

My son went to Mount Baker school district until 10th grade. And he finally sat his dad and I down and, you know, talked to us and asked us if he could transfer out to Lummi Nation High School. And living out here at Nooksack, getting to Lummi Nation High School is almost an hour and I didn't think that was very realistic at the time. When I talked to him about why he wanted to go to Lummi Nation high school,

you know, a lot of his reasoning was, he never fully felt like he belonged at Mt. Baker, even though he was involved in sports, and, you know, he just wasn't happy there. And then, when we allowed him to transfer to Lummi high school he like lightened up in that he was getting up and going to school and you know, just happy about school again. And I saw that in my own son and you know, how many other Native kids go to the public schools and don't feel like they fit in? And end up dropping out. Struggle. You know, my son was one of those that felt that way, even though, we're an educated family, and we value education and that was a really tough, difficult decision to say, okay, you can go to Lummi Nation High School, and, he's a success story. And he graduated from Lummi Nation last year and now he's doing his first year of college at Northwest Indian College and you know, that generation- our kids generation are still going through that struggle with identity. (NT)

My son is a good example, he went into the Marine Corps and he comes home after Marine Corps and I hear him talking on the phone to his counselor. And I hear Him say "Caucasian", and then you know, he sees that I'm looking at him you know. After he got off the phone I just say what are you talking about, you know, he identified himself as Caucasian. And it rubbed me the wrong way, you know, but he went on to explain to me about going to Nooksack you know, and he never fit in as an Indian, never fit in as Mexican. And he blatantly said he was embarrassed of who he was. And I couldn't understand that. I could not understand. But now, he's going to school. He's in cultural anthropology. And he's starting to start to pick up a lot of stuff that he's learned from when he's growing up. And, you know, I mean, he's starting to see all that and that's our kids you know? Our kids they - and I blame myself a lot of times because I didn't - well I guess I tried to make him do things, you know, do our things, but it's just like, at the school, they didn't see it. The same way his peers looked at him differently. So it didn't help having all the names that he has to. (NT)

I remember walking out the house and mom would give us the blessings and whatnot. And she would say things like be careful. And I was like, but we're just crossing the street. We literally lived right across the street from the school. And after a few years, I realized I don't look like them. This food is not my food. Being told we could not speak our native language. This is back in the 70s. Okay, we still have that, as much as everybody says we're all included. We have different backgrounds. We have different languages. I still personally hear it in workplaces, "they're in America they should speak English". I have some great coworkers that I work with who can read my body language when I tense up - like they can read it because something was said that was hurtful. ... But cultural awareness and violence continues to be an issue. If you walk in this skin, you walk in the shoes we do. It exists. Yes, we're there are huge conversations on what it should look like - what manuals, and textbooks say, there's a lot of teaching. But still, how do you teach it to overcome it? My kids still have to be very aware. We walk to certain places, we're not going to be approached - "Oh, you look like you're looking for something". No, no, no, [my daughter] needs to figure it out on her own. I have to figure it out on my own in certain places. Because we look different. (NES)

...my granddaughter's in eighth grade. And there are certain things that are said in the middle school and she'll come home and I said, "Well, how did you handle that?" She says, "I didn't". I know as years go by I need to do better. I know I need to say "this isn't okay". You know, "your approach is incorrect", or "it was hurtful. That sounded pretty racist". I'm not there yet. I need to be there. I have good people in my life that are supportive. But because I've lived it, I've heard it. I've seen it. It's hard. It's hard. But this is a good place. This is a good place. And how do I take that to my everyday life when I sit in my car and I drive out? And I'm like, "Okay, we're going there. We're going there." And I mentally do that without

even thinking. Okay, so be aware of your surroundings. Don't open your purse when you're out. Taking your glasses out at a department store. To get your glasses held open your purse dig in there, but guess who's right there by me? Security. It's simply just to get my glasses, but I'm aware because it exists. And I've had experiences. So I don't know. I think we'll get there. But not today. Not tomorrow, many years from now. (NES)

Awareness and Funds of Knowledge

...who's cultural awareness and what does that actually mean? And where are you getting your information and knowledge? And are you just saying, Oh, I understand this culture because I have one Asian friend and they're okay with XY or Z. (MHW)

I think with your own self, learning about things like microaggressions towards race and other stuff, and especially with generational stuff, I'm very glad that I'm in this generation, because I feel like our relationships with our children and everything else is gonna break the generational trauma. (HES)

I feel like it can be kind of messy. Like, when we talk about racism, I feel like there's so many different ways that racism shows. I'm Muslim, so I definitely had my share of stuff. And I think that if people kind of understood what's it like to be me, or someone else, I feel that we can come to understand each other. I feel like it all starts with awareness. And that if we start with that, and understand each other better, or just listen, because I feel like there's not enough listening involved (HES)

I feel like I've realized there's really really bad people out there, and they're never going to be able to, change their mind frame and their inherent beliefs to become not racist. Basically, I think it'd be awesome if cultural awareness could continue to increase and improve, because I think it definitely has in the United States, but I just feel like there's always going to be that, like 10, or 20%, or whatever that are very inherently racist people, and they're not going to be able to listen to the other point of view and understand the other point of view. I think cultural awareness can definitely benefit the problem and work towards at least improving the state of structural violence and racism in our communities. (HES)

On a structural or systemic level, I don't think it can do as much as because of just a lot of history behind it. (HES)

I mean yes and no. So there's an understanding of different cultures. And if you understand these cultures, you understand how to navigate certain things. So it's not a bad thing to ask somebody what part of Mexico that they're from, because, there's different ways that people handle different situations or the way that you talk to somebody. There's different ways to navigate certain ethnicities. (CS)

I do think it's important that we do learn other cultures because the truest thing is you're afraid of what you don't know. You don't know what you're afraid of. I mean, when the first time you see somebody walk around with a turban on and you've never seen this kind of person in your entire life. The only thing that you see on TV is that the majority are usually bad guys in movies, right? And not every single Muslim is an ISIS agent or whatnot. Like the Muslim faith is probably the largest religion on earth. And their majority good people. It's like anything right? You have good doctors. You have bad doctors. you got a good dentists and bad dentists. There's a good McDonald's burger flipper. And there's a bad one -

there's no such thing as one bad apple for the entire generalization. So one of the biggest things is the more and more that we spend time around each other, the more and more you get to understand these people... I'm one of these people who I'm not afraid to ask questions. So I'm going to say Look, dude, if I say something that you don't like it's not coming from a place of malice. It's me trying to understand so I'm going to ask you like, what does the dot on The forehead mean? Why do you guys always wear a turban? Why is your hair always wrapped up? Is it true that you bathe in milk? Like I'm gonna ask questions because otherwise it's left to rumors and assumption. Why would I not ask? Why would I not want to wonder why you're doing something? Because I want to get to know you. I want to get to know your culture. I want to get to know what makes you tick, why people are so interesting and let alone other cultures. (CS)

I understand what y'all are trying to do. But I think - not that we don't need to bring some of these issues to light - but I think the more and more that we spotlight, you know the separation between Caucasian and people of color, the more that we're going to be creating this divide. Instead of Hey, why are people of color having these unfair advantages or whatnot, we need to look at the other underlying things (CS)

I don't know if I understood what you mean, but if our culture can overcome aggressions? I think so, because I am very proud to be Mexican, to have been able to emigrate so young without anybody helping me, without anybody giving me money to start in the new country. I am very proud that my parents are not rich, but they can stand up in front of everyone because they have never stolen, they have never taken anything without permission. And I think I have a lot of history and we as Mexicans have a lot of history and sometimes when I hear people say, "Go away, you are not from here." We ARE from the people who were already here. This [land] was from our brothers, the Native Americans. (FFW)

Awareness, we're talking about who's awareness. Dominant cultures aware - the white people becoming aware is going to be a very slow, incremental, generational with a lot of resistance. The young people their whole world is so different than mine. (ML2)

So cultural awareness is like the first step. You will get some people - you won't get everybody, because there's folks out there who don't give a rat's ass. You know about somebody else's culture. They want only their own. ...So you need to go forward that structural is a little more complicated because then you have to start getting into trying to explain to people and work with people on just what our structures are. First off, because there's a lot of people who don't understand what our structures are. And then to go through and identify how those structures are oppressing or oppressive. ... Okay, so that becomes more complicated. It's necessary work. It's long work. It's not something that happens overnight. But you can't do that kind of work without some of the cultural awareness work because we can't go in and fix a system that we don't know is broken. And how it's broken. So cultural awareness is not the end. It's the beginning. It can get some folks but you need to bring other kinds of things in as well. (ML2)

We have more stories being slaves than feeling free if you know what I mean. We had 300 years in slavery and we have 200 of freedom. And unfortunately, slavery left us very ugly consequences. We, as a culture in Mexico did not have corruption.. And we learned corruption, we learned to betray. In other words, our culture was strong. We are no longer slaves, now, we can love each other. We were not treated so badly that we learned to hate ourselves. (FFW)

... sometimes we parents work so hard, we get home tired, we clean, we eat, we just want to sleep and our children are Mexicans, but they don't have what we had because we were born there or because we

were closer to the culture. We have to teach them that and teach them how we were slaves, how we freed ourselves, how we became independent. In other words, we have to teach them all that and learn that they must respect any culture. (FFW)

To be honest with you I'm not sure that I can really answer that question. I definitely don't feel like I personally was raised with a lot of racism or even a lot of understanding of what it was growing up in the Mount Baker School District. I went to Acme Elementary. The only other race really, in my classes, were some of the Nooksack tribal kids, and I didn't, I didn't understand any difference. I probably was well into high school before I understood that there was reservations. Which is probably a super poor job of educating people on what historically we have done to communities and people. But in the same token, I had friends from the tribe. We hung out together, they're still my friends today. I didn't understand that there was this major, you know, difference. And so I kind of just live my life that way. But I have seen racism in our community. I definitely have seen where people are not treated equally. And I don't know how to solve that. I don't know if that's understanding that community or not, because honestly, I didn't understand it. I just seen them as my friends and as the people that I hung out with. I guess that goes back to they just belonged in part of my life. I do think that knowing people's different cultures is super awesome. ... to me that historical part of that is really cool and I'm very accepting but I obviously haven't had a lot of racism against me. That's just the truth. And so I don't know that I can really fully answer if that will solve the problem. I think I need to hear from somebody who has experienced that and what they think and maybe I am being racist by saying that didn't matter to me as I grew up, and so you know, I've struggled with that, like, what do I share with my children about different communities and the isolation in that? (NES)

I think so, because I think the more people know and understand their culture, the less likely they are to act out - when you don't know who you are where you concerned, you don't have that identity or that sense of belonging I think that leads to other things because you're searching for something. And sometimes when you're searching to belong somewhere with a group of people sometimes it's not always the best group of people. And that leads to influences whether they be positive or negative influences and we surround ourselves with people, and sometimes we're not always surrounded by good people. (NT)

I believe it can. I think, you know, going in with the understanding that there's going to be those individuals out there who don't really care - they just want to be ugly. But you know, it's always a big part of the problem is a lack of knowledge, not understanding. But if we go out there and we say what we can say about our culture, and if somebody is willing to understand that culture is not a past tense, it's alive and well today. You know, say for instance, a Christian person will go to their church. And they'll pray every Sunday. You know, and I'm not saying that that's the only day they pray. But that's what non tribal people understand about religion and culture. You know, what is culture? who can define what culture is? And if they go at it with a diverse understanding, then it'd be great, you know, but that's where we begin to teach the outside world what our culture is. (NT)

I think that is the only way we can solve this issue of structural violence and racism. It's the only way, once we understand each other's cultures and where we're coming from. Understanding white privilege doesn't have to be an attack on the white race. I think so many times people feel offended by that, and I understand it, because sometimes it's just carried so far, that people get pinned back into a corner and then they don't want it anymore. They're like, "No, no, I don't believe in white privilege", understanding, you know, the reaction against that. I think providing opportunities for students and people in the

community to get to know each other's culture and understand the way they think and why they do the things they do is the tip of the iceberg. The tip is everything that we can see. We can see that they dress differently, we can hear that they play different music, we can see that they eat different foods, and that's all really fun. You know, we want to see the different foods we want to understand the different things. Those are all really fun. Underneath the iceberg, the things that we cannot see, like how they worship, how did they believe in God? Do they not believe in God? What do they think about politics? Is it a vegetarian culture? Or is it a meat culture? You know, all these things that we can see. And it's like, how do you get people to understand things below that line? And I think that at first, you have to start up here with all the fun stuff. And then bring it down with more serious conversation and more opportunities for people to be in each other's homes, or people to talk and not feel offended or attacked. I think if we could find ways to do that... I think we're great seeing the tip of the iceberg but I think people feel nervous about what's underneath. I mean, so those kinds of opportunities have to happen. I think that's when we stop being so violent, and just understand or stop being racist. And understand yes, there is white privilege, but then how do you stop blaming me for it? You're right. We can't blame you for it. You were born the way you were born. Right. So how do we reach that? It has to be done. I think there's a huge awakening when a white male says I never knew about my privilege and now that I know it has changed my world. I will vote differently. You will ask questions differently. I will understand people differently. So um, I would say yes, that cultural awareness is the only way to stop structural violence and racism. (NES)

I would say first, you'd have to want to know the person's culture and why they do the things that they do. Firstly, you have to be interested in it to actually be able to experience the customs they have and what they do and why they do it. I think once you accept that you would like to learn another person's culture. Well, you might have a different idea about why they do things the way they do but actually if you really took some time to think about what their culture is, what they do, it might relieve tension between you thinking about how they act or what they wear, or you think, well, "that's their culture. That's what they do". And if you open your mind to that, I think you would have a different perspective on why they do it. It might solve some racism and I think if you did that, then you would probably relieve some tension between you and some other people. I think that if you educate and you want to learn about it, it'd be awesome. I've been through many different cultural experiences with many different kinds of people and I always let myself soak it all in and it's just, it's amazing. (NES)

I don't think being culturally aware solves the issues. They can help and can be a part of it, but I think it's more about knowing the person, knowing the individual, and it's more about that actual person and everything they've dealt with. .. every person is so individual, and has such unique stories and unique things they've dealt with and experienced that I feel like when we know the person and what's made them and part of that is their culture, that is a better way to solve maybe some violence. And actually, culture is changing so much and I think in Whatcom we have way more people that are second or third generation of something. And it's so hard to be relevant to what is their culture anymore because it's changing. We are evolving and changing. And so part of me thinks that we'll never win the battle of constantly being aware of what the culture of each person to solve those issues, but we could definitely use it as a way to maybe know the roots to solve some of those issues. (NVFL)

Certainly can't hurt. I mean, I think it's a positive thing. I'm not sure how much effect it'll really have. But it had an effect on me. I didn't quite understand how difficult it would be. Now, I'll rephrase it. I didn't understand how easy it was for me as a white person. (CE)

I think it should be community based not government, because one size doesn't fit all. When you leave it to the community, each community will have different needs, different strengths, different weaknesses that they can work on. I think if I could speak for all we would agree that when a community works together the impact is much bigger. (SE)

I think it can definitely help but I think our worst enemy is ignorance. If we don't educate people, if we don't share these stories right. I think racism is learned. And if it's learned it could be relearned a different way. And I'll share a short story about 2020. The previous president was in power. I walked in one of my jobs with one of my workers. And there was this lady - they're farmers right. And the first question I walked in and I said "Hi I'm Dan", because everybody knows me like Dan in Whatcom County and her first response was, "Hey Dan, what do you think about our wall?" That was the first question, and I'm like what wall in your house? She was referring to the wall that the President was promoting right. So, my reaction was like, Well, I think he's stupid. Of course, that ended up going into a long conversation. I told her my story, my parents are from Mexico. They brought me here when I was flying illegally. I grew up in central California for a long time and I moved here and got a job and I had no immigration status, also long process, then I started my immigration process through President Obama. And so I told her my story, and guess what, they're my friends now. If you don't share these things that we're going through, if we don't let them know the other side of, "oh there was a Mexican here that killed somebody", they see all of us as bad people but when they hear the story. Yes, I came here illegally. Yes, I lived here for a long time. I got married I have four kids, I own a business that I pay probably more taxes for. Once you hear the story of like, Oh, okay. I think if you share your culture, your point of view they see the other side. If they get out of their minds from "well he's illegal, he should get in line", like where is the line? If they know that there's no line they think twice for a minute. I think sharing will make it better awareness of our culture and things that we go through, and why things happen, why our teenagers go into something stupid versus a white person because mom and dad are not at home, like this white teenager that has mom and dad at home because they have everything. I mean the Spanish community we have to work 12 to 15 hour a day, so this kid has nothing to do. Nobody is there, you know, when they hear the stories I think he changes, he definitely changes. **If we don't speak, nobody's gonna know...** They were a little aggressive in the beginning but in the end they saw my point of view, and they feel compassion for me. And they've requested me on Facebook and we stay in contact and it takes us talking, speaking, sharing with them what we go through. We're not bad people. We have the same feelings that they do, and we have the same dreams that they do and this is just this invisible wall that's holding us from getting there. (LX)

I think it can definitely help. I think that of course there will always be racism, but I think that educating more on cultural awareness of course, is going to especially at the younger ages, is something that is so needed, especially in this area. (SUMAS)

Obviously white people asked that question. And politicians that want to just take care of shit. It's like, okay, let's deal with this. Okay, give them anti-racism training, give them some cultural awareness. And we'll do ABCD and we'll take care of it. ... my experience with cultural awareness has been ending up in co-opting our traditions and our celebrations particularly in our community, the Cinco de Mayo stuff that happens in all of these white led organizations where they have, you know, these Cinco de Mayo things with white people putting on Mexican hats and all that stuff and eating tacos and all of a sudden, you know, they're like, that's cultural awareness...the question is bothersome. Do people know what structural violence is? I think people need to first understand what structural violence is. And no, it's not

going to solve the problem at all. In fact, it's only going to make it worse. It's been making it worse. .. I think that white people need to understand what their culture is first. And I'd like to know, what is white culture? You know, because there's a problem with white people not really understanding what their culture is, and I grew up with Danish people, Germans and Sweeds. And it was beautiful. You know, because their culture what they shared with me about being Danish or Swedish or German. (SJA0)

...[some] people know about other cultures and they just choose hate, basically, they don't want to accept other cultures. .. it's not really going to solve it because people don't want it to be solved. They want the division, and they don't want to accept other cultures, they already have that set in stone in their heart kind of thing. And we can only hope that we can teach cultural awareness to more generations and hopefully start moving the needle, but some people are just going to be how they are. And that's what they've chosen. And you can show them all the anguish the other cultures suffered, and they won't care. They've already accepted that, know that I don't want those people around me, or I don't want that ethnic group or, you know, whatever it is, they just hate it. So awareness is out there. But people choose to just not respond to that. It's unfortunate. But hopefully, as we keep going on and progressing, more and more, we will move the needle more. (Pros)

..if you begin your awareness training when they're young, then you're in better shape, because that becomes part of them. They're implementing that in everything they do. (Pros)

.. I know we're impatient, we want to do it quicker. But I have seen through a couple generations that the kids now are better than, when I was a kid. You know, people are more sensitive, nicer, more tolerant than when I grew up in the 70s. So I think that your cultural awareness is important but won't solve it. And it's going to take some time. (Pros)

I think that it's very difficult to overcome the inherent biases that are taught within the home, where individuals grow up. Cultural awareness can start in the education component in the classroom. (Pw/U)

...what does that look like? And how is that actually coming through what we're teaching to children, how are we doing that? We can't be doing that through tokenizing people in the community or pointing out a certain student and asking them to speak for their whole community or their whole family. I think that cultural awareness is just that first part, but then you actually have to sort of flip that the way that people think and that pedagogy about people and having a deeper connection, but that doesn't come before you sort of see the humanity, and that doesn't even come before the cultural awareness. I guess the first thing that came into my head as an example is the contradiction of the Nooksack Pioneers as the mascot. I'm just thinking about the tribal name and the tribal nation and the land that we're on and then having Pioneer's being the mascot. I remember learning about the pioneers and how great they were and how nice they were ...(SUMAS)

...who's interpreting [cultural awareness] because I feel like that's kind of where structural racism and violence came from. Like, it's very intentional. (MHW)

The word 'cognitive dissonance' comes to mind - where you can know something, but it takes a lot more effort to make any changes. So then you slowly start to justify all this BS. And then maybe interpret the cultural differences. It's like inferiority or what have you. (MHW)

I think it depends on whether you're talking in more of a micro or macro level. I think on a case by case basis, ... you can only take the ... facts that you're dealt and how you think those facts best lend

themselves towards a particular resolution or another type of treatment or whatever it is that we have, and the amount of bail that you're asking for because of safety concerns... I think we're not in a good position, even being called trying to be culturally aware to recognize how much if at all those things are actually impacting any specific individual that is in front of us. And we're sort of limited to trying to interpret those things in a vacuum. I think ... the best way to impact those things is at a more macro and larger level or like top down type fashion, in terms of obstruction, and then that's what impacts everyone theoretically, equally, but in practice would likely end up having more specific impacts on marginalized groups. (Pros)

I think cultural awareness is an important thing. Because it informs your decisions, and whether that's micro or macro level, you know, if you know more, make better decisions. And you can certainly take things into account. (Pros)

There's just no way you can be aware or anticipate every kind of culture, or group that you might encounter so the goal isn't to be aware of all cultures, but to have the tools and the skills to not be blindsided, to know when you might be being prejudiced or, you know how to sort of like step back and observe. So I think there's a distinction there between, you know, it's overwhelming to maybe be a teacher or a member of community where what I have to be aware of all these different social constructs. I don't think that you have to know about it all in order to respond in a way that doesn't feel racist or doesn't feel stereotypically like it's having the tools to be savvy, not savvy but just, just be mindful and inclusive so that when you're not taking actions based on assumptions and aware when you are. (Parents)

I think people kind of tend to fear the unknown. So I do think that cultural awareness can make a really big difference for like, violence and for racism. I think that a certain point if someone is determined to not accept others, and he's determined to go out of his way to show violence to show racism, there's no way that we can really counteract that. I think the best method would be to kind of teach about other cultures from a really young age. Because I feel like high school is too far in a person's life. (YAS)

I think it's really coming from how do we educate and integrate the notion that this structural violence and racism was perpetuated and created and people are still benefiting from it. (MHW)

No, it is not going to solve it. But as we also know it means very complex issue right there would have to be a lot more than just a cultural awareness, and even with that phrase 'cultural awareness' I mean what does that look like? So, besides just cultural awareness ... what has historical racism done, with housing and redlining, with economics and loans not being given out to people of color and such, I mean again, there's just so much more that goes into it that cultural awareness is not going to solve. (AAPI)

I would say it does. ... I wanted to try and reach out to our different groups, whether it's within our community, or Native American community, and just reaching out and be a bridge. I've learned so much from fellow Chamber members and people that I now consider friends. And once again, I guess understanding their backgrounds where they're coming from, it teaches you a lot, and I think that is definitely a bridge. I mean, there's definitely different aspects to where we've come from, but there's also a lot of similarities. And if we acknowledge those differences and work on them, and, you know, sharing those similarities, I think that could be a bridge that might be a little bit, you know, higher ideal or whatever. (FBO)

[Call to Action and Consequences](#)

I would say no, I think awareness is foundational but it is not the work. And I don't think it can resolve anything. We have to have a basic understanding that this is happening. (MHW)

Awareness of that culture has to be attached to an understanding of transformation - that my full self-expression will not deny your full self-expression. And I believe racist, people believe that meaning fully expressed and fully out there, stops them - or that they think that that takes something away from them. But in reality, I'll have more to offer them as a full, healthy community member, our relationship will prosper on both sides. And that is a difficult leap from cultural awareness, to equity, to justice, to freedom, but it is a good launching pad. (FBO)

...you can be aware and get no work done. (LFG)

I think that cultural awareness can be a key component. And has its role to play in moving forward. The things that you would have to look at is what happens after and with that awareness raising because you don't just walk in and introduce you cultural aspects and then turn around and walk away. (ML2)

I agree with a lot of what's being said as a cultural awareness as a first start. I do think that when we frame it that way, we limit ourselves to our capacity to relate to a certain number of people or a certain amount of group because we're humans and we have brains that if we're expecting this all to be relational, there needs to be more cultural humility, and put the onus on the oppressors, saying, we don't know what we're doing. (ML2)

I think cultural awareness is a step towards eliminating racism. But I think that if people are educated with other cultures, they have to actually meet the person and get to know them where they're coming from... it is a step towards it, but it's a big leap to having that end result with that. I think there's a lot of variables in between that we probably would need to discuss in order to having that end racism. (FBO)

I think that no, because awareness is not enough. It's not - and cultural awareness, especially in a place where majority of people are not of that culture doesn't equate true understanding to create action because action is always rare. Action that involves cultural, structural, violence and race and racism. (ML1)

I don't think cultural awareness or eliminating structural bias alone is effective. One of the reasons why I think that is I think racism in Whatcom County has increased in the last three or four years. I don't know about Bellingham. I don't spend much time in Bellingham, but I know in the county, I hear the N word more often. I hear of violence more often. It's quite disturbing to me... I think it is happening because we have been attempting to deal with structural bias without changing the way these people think. They react by becoming more racist, not less. And I think it's a bigger problem than just saying we can eliminate structural bias, and it will all go away because I don't think it will, I think it will get worse... I think we actually are facing a much more difficult problem, then what can be answered by just saying, oh, if people will become culturally aware everything will go away. It won't. I think that if we just eliminate structural bias it'll get worse. At least for some segment of the population. I think it's a bigger job. (ML1)

I think really trying at least to get people to think more critically about their place. And the spaces that they occupy won't lead to structural systemic change as far as violence and racism goes, but it'll help. It'll help us start to talk more on the same wavelength. I agree that like cultural awareness alone cannot solve for structural violence or racism. I think it is maybe a part of the solution. I don't mean to say that you know, the "woke culture" is like important. It's purely performative, you know, but, if you engage beyond the surface level, if you ask people to think more critically and sit in these uncomfortable spaces, longer

than just passing through them as is so easy to do in today's society. Then you may get some inkling of an awakening, of a true acknowledgement of these problems and then maybe able to gain some traction, socially, culturally, to try to find some remedy. (ML1)

I could sit and be told to be nice to everybody and be inclusive, but until you're actually talking to people, and have an actual understanding of what they go through, I think that's, that's where the real movement starts to happen. And I think so, you know, it has to start on an individual basis, and then collectively, to fight systemic, your racism or, you know, whatever, (Pros)

I think also, just being who I am, white female, it would be very easy for me to turn a blind eye to the structural violence and racism because it doesn't directly impact me. I'm not typically someone who deals with discrimination based on you my culture and who I am. So I think that cultural awareness is as a stepping stone, it can help people who would otherwise not understand that structural violence and racism exist in this world. And so it can educate people, but it doesn't change it on its own, but it can be the start of that change, educating people so that in their everyday lives, they're seeing the impacts of these things and they're actually in a position potentially to make some small efforts toward resolving what's going on once they are able to see it. (PDef)

sometimes people are dragged kicking and screaming and we're seeing it with the pandemic as well. If you leave it up to people's openness and kindness. I'd like to think that's enough. But it's just not. Not now. (CE)

Awareness happens when people desire to learn. Especially folks that I work with and have friendships with, I have seen incredible changes - leaps and bounds... You may have friends that aren't safe to talk to about certain things. And so you learn to like people on the level that you can, and to get along on the level that you can, and I had several of those acquaintances, who've now become aware and have done their own work, read books, gotten engaged and interested. ... No I don't think that cultural awareness is gonna solve anything, or change anything because, truthfully, it's hard work that we do as individuals working out our own salvation, right, with fear and trembling as the Word says, But, you know, in regular conversation it is not something that people do for show. It's not, it's not a conference or speaker or a Facebook post. It's the way that they see us and treat us and engage with us, and that difference. I have seen that change. I've also seen an intellectualization of black trauma that doesn't translate into being able to say hello to a black person. And that's been interesting to watch as well. Because, I mean I can remember walking downtown in Bellingham with a black friend of mine, a bunch of folks, Black Lives Matter signs we walked right through, and not one of the people darted their eyes away and no one even said hello. And we shared a laugh about that like, there's political blackness. And there's proximity to blackness. And I think that the political piece can change and has changed in some way. But I still think the majority of folks here are not comfortable with proximity to blackness (B&AA)

I think cultural awareness has to be there. But the thing is, it's just the base. I mean, you're not going to want to feel empathy for somebody if you don't know anything about them. So I think that's the very first thing that has to come about is cultural awareness. You have to be aware you have a neighbor, first of all, and what your neighbors going through before you're ever going to want to step alongside of them. But I think the basic problem is, we think that cultural awareness is enough. And I think it's beyond that. You have to be willing to stand beside somebody. ... I think you have to make individual alliances and individual friendships. Know who my neighbor is. It's got to be personalized... (CE)

I feel like it's a start. I feel like it's a foundation of like, maybe where we could start like, that's a good starting point is learning about different cultures and awareness and sharing the different cultures with other people. I think it would open people's eyes to a lot more things and see things in a different light or a different way. But ultimately, I don't feel like it would stop violence. I feel like it's just it's the foundations and starting point. (SUMAS)

It's important to recognize that it's not always easy to stand up and to speak up about stuff. Because it really makes you the odd person in the room. And it's kind of hard too when you're the one person who doesn't agree with everyone or you're going to be the one person who's gonna kind of create a scene or a ruckus. It's not an easy thing to do, especially if you're not the most outgoing person out there. I feel like that can really make it harder. I regret not speaking up, especially when I was younger, and in school, there were a lot of 9/11 jokes and a lot of jokes about head coverings that I let go that I shouldn't have. (YAS)

I think cultural awareness is an important step, both individually and on a community level. But it doesn't solve the problems. It's not going to solve the issues of structural violence. (Pros)

I think there are some people who are blissfully unaware and becoming aware is a good foundation. But there also still needs to be accountability. There needs to be action, because people can be aware and they can also maintain the level of power that they have. (MHW)

I think we all know that it works from experiences we've had in our lives. I think we have several stumbling blocks in this country to make it come true for everybody. And what is the age of our country? We're a very young country, we're in our teen years, relative to the rest of the world. We've only been here a couple 100 years and 150 of them have been steeped in ridiculousness. So I don't see inviting 200 people to a meeting or a group and having them across the aisle and hug each other and get to know each other is the way to do it because it's not going to work. I think part of the problem is we have been taught from many different avenues that in this world our existence is a zero sum game. That if I lose something, it must mean somebody else wins. Our stock market works that way, our politics works that way, our sports work that way. There can only be one winner. I think that's very detrimental. And the people that perpetuate that idea are the ones who objected to giving trophies and awards to every kid that played on a softball team. We don't want everybody thinking that they're all good. They're not all good. So it can only be one winner. I think these things have been ingrained in us for our very short history, but it is our complete history. And it's really going to take some overcoming that stuff. We all know from a personal level, when we hold an opinion about someone or their culture and we get to know them, that preconceived idea just changes. And we begin to taste acceptance instead of rejection. And it just happens. I don't think it's going to happen for a long, long time in this particular country. It's already happened in other countries all over the world. But it hasn't happened here. (NES)

I think cultural awareness is like a stepping stone towards a conversation for healing but in and of itself, being aware of some of these cultures I don't think is going to fix the heat in people's hearts. (PDef)

I think that it can assist. I think that indirectly, yes, understanding where a person is coming from and who they are in their culture in their community. It can assist but I think that on its own, no. (PDef)

...when we talk about cultural awareness solving structural violence and racism, my first thought is no, because I do that every day in school, making kids aware of different cultures and different perspectives.

... And if it changes hearts and minds, I won't know. But I'm not seeing behaviors change from making students culturally aware. (PW/U)

I definitely don't think that is sufficient. By any means, I think that action and accountability and enough people power to make actual changes and organization is a really big part of it. (MHW)

...the cultural awareness of individuals has to also be accompanied or followed by action. So awareness, and understanding and empathy on their own. Don't change anything, if those people who have that awareness or Garner that awareness, use it in a way to enact change and an action. (Pros)

Mixed feelings with that. I'll be honest, I mean, if you're 35 and over I'm sure you remember that Rodney King stuff. So this is new right? Trayvon Martin's not new. So I went to that Black Lives Matter protest and had mixed feelings about it. ... I think the awareness is good. But I don't know if it necessarily stops the violence or makes people feel safe. It's a strange paradox, because you want people to be aware, but you want to do more than just be aware, right? (School)

So cultural awareness is huge. But unless you're the people that are in a position to make change, or have the power then really, you have the opportunity to have it as a checkbox and then do nothing about it. It's people in power are not going to do anything. (School)

...trying to be aware of those issues [of life circumstance], help inform the decisions you're making on bail recommendations and things like that. And I think on a micro scale, yes, then that I think can help work towards combating some of these systemic issues. (Pros)

... working to make action steps to prevent it or respond to it is different than just merely understanding what it is. So I think it has to be both awareness and action on a micro scale, but I think it would take generations for all cultural awareness to completely change the system in which we live in right now. (Pros)

Seeing the BLM signs go up everywhere see the social media posts. It was a little bit the feeling I have of like, okay, Budweiser is doing their pride packaging and my feeling is it's 100 million times better than the opposite. You know, if big corporations didn't want to march in pride if small business owners didn't want to throw a BLM sign in downtown Bellingham. You know, that would be really bad. I really don't want to live there. So it is good and it is comforting, but what are you really doing? And what am I really doing? And so I think it's it is useful and it does give me some hope. (LGBTQ+)

Sort of where the rubber hits the road is when you say, "Okay, we know all this stuff. What are we going to implement, that is going to change people to make them fair or to make the system compensate". You know, humans are not perfect at balancing the environment or social things so that everything works. I don't think awareness is going to solve it for you. There's the application that is actually the difficult part, we can all know what's going on. And, in fact, people have been pretty good about getting the word out about a number of issues in society in the last couple years, and we're still kind of struggling with implementation. (Pros)

I think the more that we have these opportunities to speak our mind to speak our reality and to come together and say, This isn't right and we no longer have to accept this as the status quo, that the more we have those opportunities, then we can bring that together and actually move forward for change. (LX)

I have been to a lot of cultural awareness trainings and I don't think that changes the system, or the structure. I think it opens the eyes to awareness and the conversations but how we change the structure, that's a whole other conversation, and how we recruit people of other experiences into those positions of power in organizations. I think the majority of us don't know how to do that. (A&C)

I think it's a start cultural awareness. Awareness is always a start to anything. But, I think it's also about changing the culture. So you can have awareness at the start, but I think that there's ongoing work so that there is belonging for everyone. (SUPS)

I think you can be aware and not act. And so you got to take that awareness and do something with it. And, that means things like strategic plans that include the right kind of focus and compel action in the system. That means school boards willing to take a public stand and make statements about equity and inclusion and diversity and stand on those in the face of attacks and questions and whatever. (SUPS)

I think that you need people of color in positions of power. And I don't think that simply having people go to awareness trainings is enough. (A&C)

...that's kind of part of the problem - people want an easy fix. They want a general solution they can just apply across the board. ..it takes building relationships, knowing your neighbor, like getting together and cooking a meal but that's harder for folks. They just want to read their Ibram Kendi book and be done with it. (SJA0)

What comes to my mind is how you know George Floyd is murdered and everybody joins a book club to like learn more about racial awareness and that has a lot of feel good benefits, you know, and a lot of real benefits to be more of a sensitive, culturally-aware person, but it doesn't solve any of the problems that exist. It makes people who had the benefit of not being damaged directly by that violence or racism to understand it and maybe have more sensitivity that maybe is the first small stepping stone toward taking action, but I certainly don't think cultural awareness is going to solve anything, except insofar as it gives people a stepping stone towards action. Otherwise, it's just like, more of a feel good experience for the person who gets to talk and not experience the very physical and real and financial and everything else damage that that the violence and racism cause. (PDef)

Sometimes you need to bring the bigger guns to get things done, and then do the education part. Then people are like, "oh, I have to do this" or "I have to follow this [law]". And at the end of the day, you could talk to and educate people but we have done so much education already. We have done so many things, community service, different things. Sometimes you just need to have a bigger law or something to get people to recognize we cannot have our Turbans be touched... (SE)

I would add maybe there's a difference between cultural awareness and cultural valuation. And so just because you're aware of cultural differences doesn't mean that you value them as much. I would differentiate between cultural awareness which is acknowledging the difference of different cultures versus valuing the difference of cultures and so cultural valuation could potentially solve for some of the structural violence because you would seek out and value the equity component. (PW/U)

I don't think it does a bad thing unless it leads to complacency where people think okay, well now I've done my part I've learned about these issues ... that attitude could actually be damaging, but I think to the extent it makes you more culturally competent, more sensitive, you know, in our job - more capable of

relating with people in a way that feels right for them, It's a positive, but it doesn't solve past problems. (PDef)

I would like to believe that it's an ingredient towards ending those things, but you can educate folks, but what do they do with that education? (WYP)

My first answer was like, “hell yeah”, like of course, but hearing that yes, it's not the cultural awareness part. Obviously it helps. [Thinking of it as an] ingredient is such a good analogy for it because, there's more to the process. You can't just jump straight from cultural awareness to stopping the violence. It's what people do with that knowledge. (WYP)

I think it's a very important piece of the puzzle, but it's not the only one. And it's a process, not a destination. We don't want to be culturally aware to be our ultimate goal. It's part of a bigger conversation. (ML3)

I'm confused what cultural awareness means in this term, but if it means a willingness to learn about other cultures I think it could do something with structural violence and racism, because you could have knowledge that other cultures exist around you. But if it's just like a surface level knowledge, I don't think it'll solve any problems, but if you're willing to go the extra mile and get uncomfortable or talk to people from different cultures, I think it can help in a way that you focus more on your similarities versus your differences. (ML3)

Prejudice and Racism

I don't think cultural awareness solves structural violence or racism. I think violence and racism comes from a worldview that diminishes the value of people as disposable so we can trample over them. If we view them as worthy individuals to receive our respect and they have an innate value, regardless of where they come from, that there's dignity attached to them, and care along the way that the violence and racism is just an exposure of our view of personhood - whether or not that person is valuable and so I think those things transcend awareness, because it's not a matter of education that fixes these things. (NVFL)

Bellingham is this like very liberal and progressive place where everybody is like, “I am not a racist”, and like everybody's a good person. Everybody's great. And everybody thinks that they are progressive. But it does not solve the fact that there is racism and violence in this community. I've experienced microaggressions and I've experienced outright racism and in a way that the system does not support. A couple of months ago I was getting ice cream at Dairy Queen and this white guy walked up to me and punched me in the face 11 times. I didn't even know this guy. I didn't talk to him. I didn't say anything to him. And when the police came they were just like, “oh yeah, you're fine”. Like, “you don't need to go to the hospital”, even though I ended up having a concussion that I couldn't get over for months. I had a significant brain injury. Well, because my skin doesn't bruise the same way that white people do, they don't have an understanding of what that looks like for me medically. ... all these doctors go through all this training and they don't know what symptoms look like for a white person and what it looks like for a black person. I talked to the prosecutors and they're like, “We're sorry, we can't charge this as a hate crime because the person didn't say like, Oh, I hate all black people and I want to destroy them”. You know, like, I'm sorry, is that what it takes for you to charge this person it's really easy to think that you're not racist and to think that you're not a part of this like structural violence when everybody around you has the same experience that you do and looks the same as you do. (ML1)

...sometimes our own family discriminates against us. I have sisters that are light skinned and my aunts will say, "hey, look at your sister so pretty white" and I'm ugly and brown or what? And what's that? I'm not pretty because I'm brown. I am beautiful because God made me, because he gave me life. That is what matters and I think it is time for people to stop saying oh, "well we have this country" and we have to accept that they treat us badly, no, this is America, they came from Europe, this is ours, we are a very strong culture that has history, because we were slaves, we were. (FFW)

..in Mexico we are of all colors. I am not going to discriminate against white people. (FFW)

But just as there are bad people, there are many good people who support us, who help us, who give us advice. And also if we try to live well and try to respect others, there are many people who respect us. That is very important. (FFW)

... we must accept that just as there are very bad, racist and aggressive people, there are also good people. I think our culture makes us better, not to feel more than them, but to understand it and say what is there. They are bad their problem. I go my way and I'm happy. That's it. I think being better without having to humiliate anyone. Without having to think I'm better than you. So okay, you think I'm an invader or whatever you want? It's okay. I respect that. I respect that. But I'm still happy. You keep thinking that. (FFW)

I think cultural awareness is really important and something that should definitely be emphasized, but I don't think it necessarily will solve the issue. I think that, people are aware of other people's culture, but it doesn't change their opinion or change the fact that they think of themselves as better. So I think that it's a step in the right direction, but I don't think it necessarily will solve the problem. (WYP)

I think a big piece of solving for structural violence and racism is really getting on terms of the fact that there's this big struggle of understanding historical challenges and not wanting to take any ownership for benefiting, "just because I'm white and my ancestors had slaves doesn't mean I did". (MHW)

I would say no. So speaking from my position as a trans person, in the media right now, there's a lot of trans awareness of my culture but not necessarily acceptance or even tolerance of that. So you know, you can educate people about all kinds of things, but it really doesn't affect who's in power and how they're going to wield that power. Because it seems like the more people learn about trans people, it almost makes it worse. ... I feel like I am an educator on certain topics, and you can be passionate about something and want to educate people but the awareness has to be coupled with care, with actual caring about other human beings. (WYP)

I feel like we [Sikh people] face a lot of racism when it comes to hate crimes and people not understanding what it is but I haven't really seen us face the same issues with like police or justice that I've seen other colored communities face in the US. (YAS)

I do feel that it I guess lessens the racial stuff but I don't think that it would eliminate it. I mean, a lot of people seem to be closed minded about it, that they won't even listen most of the time. I mean, a lot of us are racially profiled all the time and we tend to be targeted and all that. I think it would help, but not eliminate everything. I feel like there's always going to be some sort of racial type stuff going on, no matter whether people are aware of the cultural differences or not. (IFG)

I'm not sure about cultural awareness, I think that people have to really embrace difference. And this is not a community that seems to do that. it seems like the only safe way to interact is to mimic the person

you're interacting with. And because otherwise, they will reject you. I mean, if we were able to break those, not just be culturally aware, but culturally thrilled by diversity, you know, welcomed it, enjoyed it sought it out, you know, applauded it. wanted more of it. You know, were hungry for that. That would really, it seems to me make people more [able to] break down some barriers. Not only between people but within a person themselves. (CE)

I think it's a mixed bag, because I don't understand why the general white person has to know our background and our cultural experiences to then say, Wow, I've never known that. And then they might think of us like a human, or even an equal. (AAPI)

Just being aware of it, isn't enough. I think white people interpret cultural awareness very differently in ways that still allow for structural violence. And racism (MHW)

Anything that can resolve is very future looking. It's not considering lifetimes of violence that have already wreaked destruction on communities of color and other communities. So, without reparations without other things that are backward looking, you're just not going to be able to solve anything. (PDef)

I know when I am talking to friends who are white about racism and what have you. I often find that some get to a point where I'd say to them, one should just go wear a turban for a week, see how that feels. White people think that if they went out and wore a turban and beard they would have a really hard time getting a job, etc. (YAS)

You know, being Hispanic, being raised in Hispanic culture, inside of an American culture this is a little bit of a double edged sword. Some of the things that you get violence from or racism or stereotypical comments from are from being [un]aware of that culture. So some of the history becomes the very essence of what you get made fun of or comments that you get belittled for or whatnot. I think it goes back to the root of just the heart. Do they care to be sensitive to the fact that we are different and every family is different. I meet some Mexican or Hispanic families that I know are different than my family. And then I think as I was younger, I'd make fun of some of my cousins in the way they were raised from their parents and so I don't know if it necessarily will fix the issue. (NVFL)

... racism has been around for a long time. It might be like, back then [in the past] I felt like there was more stronger racism because of segregation and stuff because, they did all that and people were like protesting, so they have equality and stuff. And people still do that because it's like, they're still like, doing stuff. They're racist towards them about their culture and all that. (SFF)

It's like something you can't get rid of because it's been a long it's been a like, here and present for a long time. So like lots of people like even though they don't realize it are somehow still being little racists. (SFF)

...it's kind of hard to change something that people have I guess already gotten used to, because now I guess it's almost normal. ...It's very hard to change that because it's been around for so long. And, a lot of people use racism in ways that people don't recognize it. And it's just kind of hidden in a bunch of different things. And even just being aware of the cultural thing, I don't think it would solve for structural violence or racism. (SFF)

I think cultural awareness is associated with reducing stereotypes which then can escalate into prejudices and escalates into racism and xenophobia and things like that. I think we have a divide in our county around stereotypes and I think many people of color are reluctant to go east of the Nooksack River on the

Mount Baker highway. They have stereotypes about the community. And then people east of there have stereotypes about people who live in Fairhaven and South Hill and the progressive community. And that leads to the biases and potentially can escalate to racism and then we have the Sikh community who's trying to create cultural awareness to kind of bridge these communities and with an open heart, so a lot going on there, but I do think we have these stereotypes and prejudices. (ML3)

Representation

I think cultural awareness will definitely help because in wide hierarchies, if somebody is uninformed it's a good idea to have a discussion with them that you're somehow not less, that you're also a human being, you also have your culture, your representation. And just because you're not so visible in Whatcom County which is majority white. It does not make you less of a human being, and it would help a lot, bringing awareness to people. (AAPI)

Cultural Awareness is a good starting point. The truth, from my perspective, or how I see what culture is education is about identity and it reveals your identity. And that I know who I am, is evidence of my education. How I know who I am, is from my culture. I went through high school, public school education. Not one educator, had skin darker than mine. in that educational process, I was told almost every step of the way, that there were things I could do as a Lummi and there were things that I couldn't do as a Lummi. And that was how they educated me. So the culture of deciding what freedom looks like to other people. (FBO)

Organizational Structure and Systems

I immediately thought of, I guess public policy... But I'm hoping through public policy that maybe that can make a little small dent, or imprint to say this is not right. This is not right. This is wrong... I'm just hoping that public policy across the nation in fairness, would make a dent to say we got to make some changes and we've got a lot to do (PW/U)

...Cultural awareness is just the very beginning. But I think a very close proximity would be cultural appreciation. Cultural understanding, deep understanding, cultural acceptance, cultural compassion, would be very, very early steps to just getting people to think about the concept of the pie not being enough, as opposed to expanding the pie making a bigger pie and that there is enough. And I think that the work of dismantling structures is really hard work. Because there are long standing structures that are built on very exclusionary and racist policies. And in order to do that, you have to be so courageous, and you can be aware. And you can have really well meaning and great intentions. And you can absolutely have a clouded lens. And so I do think it's important to be aware, and it is absolutely just the beginning. (FBO)

I'll take a slightly more optimistic stance, I think that definitely awareness is going to affect who people hire, and it's going to affect who people associate with. And it's going to affect who people vote for. So you've got to start somewhere... even if it's just kind of starting the next steps. (HES)

I don't think that cultural awareness is the ultimate solution, but it is important. I don't think cultural awareness on its own will actually change the structures that need to be changed. But it can help people to recognize ways that they have made things worse through microaggressions and it can help lessen the pain but it's definitely not the final solution. (ML3)

Cultural awareness can have some significant impacts on individuals. And can help make that shift - because there are a number of people who have never been exposed to BIPOC communities or the disabled community or the the LGBTQ community, they've never been exposed to it. So when they have the opportunity to get that exposure, then a shift can occur for many of them. However, cultural awareness does not mean that something permanent has taken place. So there has to be things in place to follow up in and push people and push the structures deeper into a better understanding and a more cohesive place, a more equitable place. (ML2)

Cultural awareness can help to solve some structural violence. However, I feel like it cannot help racism because racism is a system that oppresses people of marginalized communities that typically aren't representative in spaces. (ML2)

I think having the right people in those systems and spaces to fix the problem and be able to literally it has to be ground up or grassroots up and trickle down at the same time. And yes, education is going to be the strongest and most powerful tool that we can use to help advance our world. It's just who is doing the education. How are they doing that education? Why are they doing that education? (ML2)

I think that no, because I feel like social racism has been in our history. And that's basically how our country started. So I feel like it's way too dug in our history to fix it, or even if we try to fix it, it's gonna take lots of years and people to be open minded to help. (SFF)

I've been thinking about this for a long time, addressing root causes of trauma for indigenous peoples... Yes, cultural awareness is easily dismissed. So how do you get it to the point where we're not dismissing it as a people and it has to be embedded into the systems that have been created for us through colonization so the two systems that have affected indigenous people in nature the most are the educational system, and the legislative system.., kill the Indian save the man brought through the Doctrine of Discovery propels both. And those policies still impact our people today so when we ask for cultural awareness, we literally ask for ways for tangible outcomes that will help create Seventh Generation Change. ... Well our children don't get credit when they're in a field, and our culture bearers don't get paid to teach our children. The whole system is very unbalanced ... giving our children K through PhD credits to be out in the field, to learn about who they are and where they come from, to learn to be present. And in that house of healing, house of learning, and longhouse to be present and to practice and to restore the indigenous foods and plants, and even animals due to the degradation. Without our indigenous environment, our language goes away so that restoration work is absolutely important. And so in order to have thriving cultures and the environment, you need to embed a balance, a Western system that gives our children credit, but still allows equity for our culture bearers and for our indigenous people. We need that culturally safe place, but we need to be the decision makers like our elders. With the Truth and Reconciliation it's great and all, but we're still not the decision makers so we need help from philanthropy, but we can't have philanthropy coming in and saying, "We're in charge". (IFG)

I think laws and rules have to be there not just cultural awareness.

The unfortunate thing is sometimes trainings become almost like a deflection so that actual change doesn't happen. You'll have a DI training or something and then there will still be a really consistent structural problem in an organization and then the answer is, 'but we have that DEI training' (A&C)

It has some value and can be useful and can be helpful and may be an ingredient in the change making. But it's definitely not sufficient. I'm not even convinced it's necessary. So it's nice to have, and I think

at the same time it also carries with it some risk that the degree to which these issues are structural is not diminished in some people's minds. (LGBTQ+)

Yeah, but it's necessary but not sufficient. You can have the cultural awareness that we have to have it. But if you don't also have the institutional space in which to correct the system. Well, it is quite easy for the institutional hierarchy to completely block change. (LFG)

I don't know, structural is the way to go about it because to me, it's there's nothing structured about racism. If you're talking structural about the judicial system, then it's whole nother animal that you have to really dig into. So, the Second Amendment, our gun rights - that is one of the most fundamental racist laws that we have, because it was literally put in place. ..All of that was literally put in place in order for white people to keep their guns and that the slaves would not be able to obtain guns. So fundamentally, that is a racial thought... So do we have laws that punish ethnicities a little bit more than others? I mean, you can go at it and say yes, but I think at the core of it, it comes down to who you pick for your judges because they're the ones who actually hand down the sentencing. So if you're finding that person of color is getting more time than Caucasian person, well, in the law, it says if you do this crime, these are your sentences. (CS)

Safe Places and Accountability

This cultural awareness training feels kind of weird to me. It'd be great for there to be spaces for us to share cultures and music and food and song and dance and stories. But it feels like you're trying to take something that's like, really beautiful and unique and like squishing it into like, a box that's easy to digest for white people. ..there's something about like training and cultural awareness that just makes me uncomfortable. And that's not what's really going to solve the problem with structural violence. I'm gonna think about that further, but initially, it feels kind of uncomfortable. (SJA0)

Equal Access and Inclusion

I love that [some people] have the resources and the capacity to share their story and to be vulnerable, and I think I try to practice that in my own life. But I think that is one example of the interpersonal ramifications of racism. It can be interpersonal, but I think we got to think about how we're defining racism, because if we're thinking about it just in terms of one on one, like aggressions, that is hard enough and worth for us to have a conversation about cultural competency and whatnot, but there's so much more than that. Racism is interconnected to capitalism in the ways that [some people have] to flee their country, and then if you ask why, it's because the US imperialistic policy has impacted the sovereignty of their country and there's less opportunities there. Some of us are aware of that. Some of us think that it's their God given right to be wealthy in this country and they're only arresting the people who are not good enough for this country so that's one of the narratives that we also have to combat, but beyond the narratives and interpersonal racism is a that impacts us differently in different layers. Native folks are disproportionally incarcerated... there's folks who are incarcerated like you're not going to get folks who are incarcerated. Here's the conversation. You're not going to get folks who are houseless here in this conversation. So like in a way some of the most marginalized or like next community members are not going to have access to this space. So I think are kind of curious on also like, why this group was set up for identity. And, and also like how are you doing the outreach into some of the folks that are the most marginalized because I can talk like forever about my own experiences and I know they're just the tip of the iceberg compared to what like many other folks are going through. (LX)

When I came from Texas, I didn't know how to speak English at all, period. Nothing. There was nobody, no Hispanics, whatsoever. Nothing whatsoever. But you know, I thank the Lord there were teachers that were willing to work with me, teach me the words and everything. And so through all my high school, I got quiet, very, very silent, you know. But as I learned, you know, you learn by how you are being treated. And you also learned by keeping to yourself, but yet, trying to understand how the other person reacts to what you're doing, what you're saying, and how your body language and everything else knows the process that I use throughout my high school. (FBO)

I'm maybe talking on an individual basis, as far as my personal learning, as far as the whole idea of white privilege is something that I've been experiencing and learning about mainly because my wife is African American. And certainly, individually learning systemically what's going on in our culture, I think white privilege is something that I was totally unaware of, but I grew up in a completely white neighborhood. There weren't people of color. I really didn't encounter people of color till I got into college. But with my wife, I'm learning that from direct experience that there's quite a difference between the two of us and how we approach life. I mean, she's always on guard. She's always watching for negativity which we experience and that's always a surprise to me. I mean, even just subtle things. Yesterday, for example, we went to a local bookstore, and she came out without having bought a book. I was waiting in the car, and she was upset, she walked around trying to get somebody to wait on her and help her. All the staff there were going directly to all the white customers, like ain't gonna help you. And as subtle as that is, I mean, that's pretty hurtful. I think until people learn that those kind of behaviors are hurtful. I'm not sure if I'm drifting off subject as far as learning but that's something I'm becoming more and more aware of, as a white person and especially an old white man, trying to learn stuff, too. (NES)

Question 3: What, if any, are the impacts and costs that environmental quality has on your day to day life?

Organizational Structures and Systems

... we do have some areas where we could do better environmentally, I think that's what stresses me out a little bit my concern that from an environmental quality standpoint, we haven't taken a long viewpoint for our cleanup. .. (Pw/U)

The reality is Mother Earth is dying. She's sick, and we're ignoring it. (SJAO)

My way of transportation would be different in the way I have access to the things. (SJAO)

I think that urban planning and zoning and all that kind of stuff is a part of the environment. I think housing is a part, air quality and water quality are definitely a huge part... I think that when we think about the militarization of our geographies and the city is a part of the environment I think that there's a lot that comes up beyond the traditional like, Let's build more trails and have access to community gardens... there's so much more that we can think about in terms of environment. I think buses and transportation are a huge one...the city's not designed for [people without a car]...this town is not really designed for people to do public transportation. I live in Happy Valley, and to get anywhere beyond downtown, I have to take two to four buses and it takes a while and love the bus but it's not as fast or how can we think more about that kind of infrastructure let alone if I lived in Lynden or Ferndale.. I know that would be a much bigger struggle. (LX)

I think the planning commission, you know, where the zoning stuff happens, the planning department, people who are responsible for the coast management [the decision making is] so outdated, you know, so what can we do about it? Well, it's not in our hands, you know, they're the people who can do it and are in the legislature and they're the one who can actually do something about it. .. You're thinking about green energy, you're thinking about new energy. What about the things that we still have that we can preserve? ...And those locals who have been here for 50 years we have seen things firsthand. So science is important. But so is experience, you know, and experience is priceless in how the river works. They've seen over the years how many floods there have been, and some might not be on the record. Can we combine experience with science, to be able to come to solutions that actually work when it comes to environmental impact. (SE)

Inequity

I just think of the socio economics of that. [Some people are] in a privileged position to be able to re-forest and install solar panels, and I think our community can't afford that. They're just trying to make it paycheck to paycheck, and put food on the table. They would love that privilege of thinking about environmental issues, but environmental issues to that group of people might be how I get some dollars, some grants or public assistance, or EBT, or stand in line at the food bank. You know, that's the environment they're thinking of. We know, historically, it seems as though those areas that are of color or lower socio economic areas seem to be an area where there's a dumping ground of environmental hazards. I just think of the low socio-economic folks in our community who just can't afford that. ... I immediately think of those who are just trying to put food on the table, I guess, and going paycheck to paycheck, that's where my heart goes and wondering how we can help those individuals... (PW/U)

... we were just talking with my husband about this, how we make good enough money to be okay, but how does a person that makes a minimum? How do they afford the healthy food? How do they do that? ...It's affected us. But we're hanging in there... how do people that don't have the advantages that we do that are in the positions that we are? How do they handle it? (FBO)

...there's an equity issue in our schools. But when the floods happen, I should have known but it was like, my eye opening to me that there's an extra equity issue in our whole community. So one of the people that died was a good friend of ours' dad. And they were calling for help. And they were asking for help to search for their dad even after a lot of the floodwaters had passed. And they didn't get any help. And if you would drive by the people that were helping were people that looked like them so people didn't speak English, people that were Mexican, Hispanic. There was not very many white people there. ...If this family had a very popular last name in our in our community, the whole town would have stopped what they were doing and been searching for these people and that never happened. We have a pretty large Hispanic population here. My wife and I were driving to the houses that were by the flood knocking on people's doors and they had no idea they were supposed to leave. They're like, Oh, we didn't know. there was Facebook posts out, but they don't speak English. There was information that was being passed along but wasn't getting passed on to them. So there was a group of us knocking on these pockets of low income housing and they had no idea they were supposed to leave. And we saw that there's a whole equity issue in the whole community. ... But to everybody else. It's not a huge issue. (SUMAS)

I think the only thing that I would add is the bail issue and people being trapped in cages because they can't afford to post bail and they are in a confined space without the ability to social distance to protect themselves from COVID. They have no autonomy over who they're housed with just dehumanizing. I

think a lot of that has occurred, even more than just the normal dehumanization within the criminal justice system. (PDef)

I actually acknowledge the privilege I have as a professional person able to teach from home, I can do my research from home. So while it was an inconvenience, I was able to pay my bills and I had to get up early to go for a run but then I can still do it on my own schedule versus a population that I work with. If you're having your service or your work in the fields. They didn't have a choice for their livelihood. .. I had a choice I had a privileged situation because of my education level. Some people didn't have that. So it's like owning our privilege. And that moment was very painful because I knew it was the draw of luck where I was born, my family, my own path. Had nothing to do with me. What happens to these people in the fields or doing outdoor work when they don't have a choice. (ML3)

[I'm thinking about] how the rez is and how the government doesn't take care of our people, you know, as they would the whites, like our neighborhoods look really bad and ... they could take care of us better than they do... (IFG)

You know, we were affected by smoke we're affected by heat wave I'm not sure if it was necessarily proportionate, but I really valued the trees that we have around our house, and I was reading about studies here in Seattle with just how much hotter neighborhoods with fewer trees are and how that correlates with poor neighborhoods that have more people of color and more low income and I mean I'm sure the same is true in Bellingham, you know, if you just look at a Google map and the satellites and see where there's more affordable housing and where there's more trees around people's houses and yards and who has yards that can have trees in them... or you know just being able to be outside in a walkable neighborhood that has shade, versus just cement in a parking lot or sidewalks without that. So I just think those things are important and designing cities where that is distributed in a way that's equitable. (Parents)

..who has more resources to find a work around, plug in an air conditioner pay that extra electric bill and who does not. (Parents)

I see white patients in clinic and black patients in the hospital. Because of the preventative care. The insurance that's required to cover specialty like mine, because of how people show up and present, we know a lot of our black patients wait until their heart attack is completed or until they've been dealing with something for so long, and cost always comes up in conversation. How much is it going to cost, how long do I need to be on this medicine. How much is this procedure going to cost. And we hear it every now and again from white patients but not nearly to the extent of our black and brown patients, and the unit just looks different. It's just a different demographic inpatient versus outpatient.. (B&AA)

Oh, I live in the cheapest part of Bellingham where everything is cheaper, and there's more black and brown people. And we have a rat problem. Like they're walking up to your doors and garbage cans and dad my surround and everything and it's been addressed to the management but they won't do anything about it. (B&AA)

These things are always magnified even more for less represented people in society. And along with that environmental impacts, is the cost of it being always basically a poor tax to have something that's like say, you know, nutritionally valuable or environmentally valuable. There's a barrier and costs with that as well. And that gets to children, and once again it gets magnified in their lives. (Parents)

You're not prepared for moving or replacing all your things. And even with things like renter's insurance, they don't cover a lot. It's expensive to pay for. It's like you're just kind of trapped all the time... I just feel like for people of color, the day to day impacts are typically less predictable and hit you harder and it is damn near impossible to prepare for. (MHW)

I go to the words of our respected elders. The Creator gave us the sacred responsibility to the land, to the water, to the reef net, to the salmon, and the language that belongs to it over last 165 years were dislocated, disassociated from our land, territory and way of life, our inherent right to clean food and water is being violated. Today, through the whole thing, our reef net technology is the most respectful sustainable way to produce the most high quality salmon... So, colonization has definitely affected our environment. And I think about being a Western nurse for the last 19 years. And I think, how focused it is around the pharmaceutical industry, and I think about how are we going to be able to protect children who are going to end up having babies that are going to be born with cancers. ... So we're really in a dire straight to now think about our environment and Whatcom County. And the whole racial justice issue, I think about going to Satpal and to our mayor, and how they say they support Truth and Reconciliation and how they say they support anti-racism. However, when we take the issue of Whatcom Creek and the degradation because of the second story buildings that are coming into our county now. Wealthy people can come in and they can break the rules, and then they can degrade our water sources that are spawning grounds for our endangered species, our salmon which ultimately affects our treaty rights. However, our leadership in Whatcom County says that they don't have to have government to government now that we have state government to government and we have federal government to government. And we also have an endangered species site that says that they should be having consultation with the tribes to ensure that our salmon people are protected, yet they say that they don't have to do that. So did they have consultation, is it an endangered species yes it is and. And did they do their SEPA application No they didn't. That's Whatcom County for you, but when you talk about truth and reconciliation which any individual should be able to use to have truth and healing ..., and they say they have to go through the tribe to get a permit to learn or to support truth and reconciliation. To me that's bullshit. And they don't need to do that any individual can educate themselves on the Holocaust, any individual can educate themselves on the state of Maine. So, those little loopholes, they need to be stopped. (IFG)

...we know that brown people and black people and indigenous people are more likely to be impacted by pollution and environmental effects in general so our health is already impacted by that. [BIPOC] people are just as likely to suffer with PTSD as folks who serve in the military, and then you add all of these stressors like being exposed to mining and potentially having cancer and then COVID. It reminds me of the lack of access to health care ...on top of that there's discrimination of like being cut out of that option, or being cut out of my green card. (LX)

I think it depends on how much money you got. If you're rich and doing well, there's very little impact unless a tornado or a heat dome, but then even with the heat dome, if you've got lots of money and you're living in a nice house, you can turn on the air conditioner, and you're fine. Get a generator. You can afford solar panels or whatever. I think the daily impact on your quality of life from environmental issues depends on your class. (SJA0)

The average lifespan of a farmworkers in the United States is 49. And that's because of environmental justice issues in the food and the food system. Toxins, chemicals, exhaustion, heat, smoke, you know, you name it, and so, when you're talking about inclusion and belonging especially in governance, the fact

that you're only recognizing the production and the profit from farmers and not understanding the impact on farmworkers. It's heavily skewed in the politics right now and Whatcom County is controlled by the agricultural industry because it is an agricultural economy. So farm workers, one of the most impacted first, you know in the community and yet we are not listened to in the Food Systems Committee or in the Agricultural Committee. Having farmworkers on those committees is extremely difficult, because we're exhausted and because it's difficult to participate. Again, it kind of goes out to all of these other questions about belonging, access, cultural awareness. Structural Violence, if there is structural violence against our community right now. It is in this area. It is intentional. It is well funded, and it is politically aligned with the leadership of Whatcom County right now. And I'm talking about the executive and the mayor and the mayors of other little towns, they are controlling the ability for farmworkers to have safety and economic justice. ..even right now with the floods I've gone through two years with COVID. And now the heat dome and other floods, where our communities continuously get marginalized for any kind of support, what we're having to go through right now for our community to be able to get support from the floods. It's pretty bad. it's not fair. It's not right. And it's racial inequity, because all the farmworkers are brown people in Whatcom County. (SJAO)

I've been fortunate to not be majorly impacted by the floods living in the downtown area and I do think I have a lot of privilege in what place I can live right now. Beside the fires, which I don't know anyone who hadn't been affected by that. (MHW)

Having resources available, you know, the Ultra Rich will never suffer... There's plenty of [other] people that suffer right now, with the unexpected snowfalls and just getting to shelters and things so I am kind of blinded to it, because I don't see it. So it's kind of out of sight out of mind for me. (Pros)

I think a lot of the effect is dependent on the resources that you have, which in turn dictates your ability to adapt and overcome whatever you're facing. (Pros)

I think it's important to add that I've never had to experience really anything like that. I'm white, and my family has always been middle to middle upper class. I never had to worry about any of those things growing up so I think it's important to get these messages out to people like someone who grew up in a socio economic class as I did about how it's not like that for everyone. I didn't have to worry about being cool when summer came or heat waves came or, you know, the smoke. I always had a house or somewhere to go into and I never had to think about those things so I think it is important that these issues are being brought up, so that people will think about that it's not the same for everyone and, I never really had any that had to think about that either. So I didn't even have a peer person to look at that, that might have struggled with issues like that so I think it's important though that everyone does think about this and that life isn't the same for everyone depending on what they have. (Parents)

...we have rich people are who losing their vacation homes. We have poor people who won't be able to rebuild their homes. (Pros)

in terms of the way it has impacted me personally, it's mostly been through inconvenience, (Pros)

But I also find myself in a position of marked privilege in a lot of ways. I've benefited enough to be in a place and I can afford to make the adjustments, you know, to deal with heat issues, or pipes freezing or getting somewhere else when it's too hot, and managing to be in a place where I didn't have to have a home that got completely flooded out and was able to get to work. (Pros)

I have found the last two years incredibly difficult, but yet I recognize that I've been able to have the privilege of working remotely, you know, I have the privilege of still having a job, all of that stuff. (Pros)

I don't appreciate the benefits that I've got. (CE)

I feel affected by the big picture of climate, and it is causing resource scarcity. And that means that people with more money, who tend to be white, are going to get more resources. So I'm part of the problem, and I'd like to be part of the solution, you know. My house was reasonably priced, but it's just crazy. What happens with housing, people need a house and they need food. And I think it gets down to kind of zero sum of what some people might be willing to give up to, for equity, ... what are we willing to share? To make it more fair? (CE)

Bellingham has nice clean air. I mean, it's got all kinds of things here, I guess I appreciate it, but unless I consciously think about it, I'm not overly thankful for it. I just take it for granted. You know, and I realized that's a constant fight to have that, but I guess, other than being pampered because I have it, and not thankful for it because I don't think about it that much, I guess I would say it doesn't affect me in a negative way. (CE)

I've just acknowledged that I fare pretty well. And a lot of that I think is some real class privilege that I have. Some of that is kind of random. I happen to live on high ground. So when the flooding happened, I was not really impacted. I had to use a different freeway exit to get home, you know, and that's more luck than any thing I mean, I could easily live somewhere more expensive that was more impacted. So I don't think about it a lot. I benefit from the relatively clean air and stable climate that we have here. (LGBTQ+)

I haven't been impacted by a lot of environmental factors and I was able to purchase my house at a time before the prices skyrocketed. But it's kind of funny how I talk about my home too because I live two houses away from the I5 corridor, technically in Roosevelt but I tell everyone that I live in sunny land and then the Sunnyland group because Sunnyland is a white - like it's not as high up as Happy Valley or Columbia - but it still has this image of this white suburb, whereas Roosevelt is a lot more low income apartments etc. And I realized the privilege that comes with that white adjacent ness. (MHW)

I do have to acknowledge the privilege that I have. And also really just say out loud, it's one of the reasons I live here. Because the lifestyle that I create here, I couldn't recreate if I had stayed in Boston. Or Philly or Oakland or what have you. So I'm not impacted. The way a of my younger friends and my friends with less sort of economic safety. ..But on a day to day basis, what I see are the people that I serve and the struggles that they have. For many, we're talking about access to food, and inadequate housing. Many of my clients live in conditions that are appalling to see it. And yet there isn't a whole lot of support for change around that. So impacts of the flood and the weather, anything you can think of impact them in ways that most of us wouldn't even be able to imagine and struggling with that professionally, how to help and also being really aware of my privilege that I'm not impacted by those things. (MHW)

I feel very fortunate that I live in an area that's very clean and safe and we have nice properties around us and so I'm not dealing with the industrial issues that might exist further north in the county area, or make me worried about the air my kids are breathing so I don't have any day to day impact on my life or my family's life. (PDef)

...there's probably a lot of environmental dangers in my day to day that I just don't even realize because I don't think of them. (PDef)

There's pretty distinct lines across Bellingham, about where low income housing was located, what kind of housing was located, your food desert locations. Which is kind of still a little bit existing. And some of those impact the quality of life. (School)

I did not have many people who were taking advantage of the fact that they were selling very expensive air conditioners. I have a little boy, and I can stand the heat, but I had to get something for him to be comfortable. So, you can't find an air conditioner anywhere. All are very expensive. And a man sold me one for \$400, but not to be rude or anything, but it was junk, because when we plugged it in, it was useless. But out of desperation, I had to do what I could do, and it was the hardest thing those days because it fell apart, it was no longer useful. (FFW)

Awareness

...the change of weather and stuff is going to really impact farming... the environmental thing is really impacting farmers and the water issues. And it's all drastically impacted by the environmental changes that we're starting to see and we'll continue to see I mean, plants don't like it when the forest fires are polluting the air. (SE)

I'm going to speak from where I live which is Lynden and I'm going to speak as a farmer because we own a blueberry farm. There's a lot of the decisions that were made in the past without thinking of the long term effects. But when you make a decision, you got to think about its effect, not only on yourself, outside your circle, which means outside your home, your community, your environment, So it's a ripple effect. It's a cause and effect thing. (SE)

Equal Access and Inclusion

The other cost, which I faced directly was even though my ability to earn was seriously impacted by the heat by the smoke. I liked being able to walk, or have a shorter commute to work. But during the pandemic because I was displaced from my residence, I now have to use fossil fuels in my car and I have to drive 20 minutes each way. So that added fuel cost. (AAPI)

I'm just thinking of the cost of everything. Like for instance, I'd love to put solar on my roof. (FBO)

I'm dealing with a lot of kids who lost their housing, so they're dislocated relocated, and building it taking forever to get things fixed. And nobody knows. I mean, we had 200 kids, we couldn't find where they were for a couple of weeks. (ML2)

I'm thinking about a lot of different environments, when you talked about the environment, I think about the unhoused. And how, when I walk past people that are homeless, the image doesn't immediately go out of my head, because I think about them deeply. I think about how difficult it is, you know, to attract black people, and people of color to this area. And one of the factors, it's not just one reason, but affordable housing is a part of that. That's an environmental threat to being able to increase, you know, our state's 1.9% right in our, our counties, probably 2.2%. Um, that's a factor the, the cost of something as simple as groceries, when students come in my office and say that it's a privilege for me to be able to buy a bag of apples, that's an environmental threat. Because they cannot eat healthy without thinking three or four times about whether they can afford this bag of apples. (FBO)

..access to quality of water since we're out here are the berry fields and they do a lot of fertilizing. And so it impacts our water quality. And with the with the flooding. We had issues of trying to get from places to place to place (ML2)

Well, the air quality when we have the heat waves or with the smoke, the heat, both of those things just about sent my daughter into the hospital. We just have to manage every little moment to keep her out of the hospital. She can't handle that. I basically evacuated, I had to find a place to quarter. We don't have air conditioning and she was so sick from it. She couldn't take care of herself. So yes, those are kind of medical disasters when things like that happen. (ML2)

It has a big impact, I think, psychologically, for sure. I think it's totally connected to mental health. And I think that yeah, we talked about access to green spaces and parks. That stuff I think really matters. I think that we talked about belonging, I think access to those kind of places like being able to go to a park to play basketball that gives you a sense of belonging and community. I think being able to connect with nature for sure. I think that probably has a lot of psychological benefits. (HES)

I can speak just as a mom of young kids, I have a two and four year old and environment has been affected. Like for the first couple years of my children's life, the summer times have been so smoky, they're unlike the ones that the sensitive group for like really young people and like really old people, people with respiratory problems. So we couldn't just go outside and you know, invest in good air purifiers and stuff. (ML3)

I just basically anticipate that there's going to be wildfires and that there's gonna be some smoky times and it took us a few years to actually save up enough money to get an AC unit for our apartment and we just got an air purifier last year and it's been a big game changer. Definitely helps us feel better with the breathing quality. And my husband has had some respiratory issues in the past too. (ML3)

I also did live in Birchwood for a while, which is a food desert. And they have the Birchwood food fighters that they would actually set up right at the bus stop near our apartment and they would have free produce for people who needed it. I think that's a great group of people but at the same time, there should be something that we're able to do on a legal level to get the grocery store non compete ordinance overturned because that's affecting a very diverse community. (ML3)

When I'm not going outside all the time, my mental health is like, entirely drained. I think there's not actually that many good spots that are very accessible. I don't have a vehicle. I've always wanted to go on hikes and stuff ...its kind of hard to get to Greenspaces not having a vehicle there. I would love to go to Mount Baker, but I have no idea how to get to Mount Baker from here with no car. (HES)

For me growing up in a low income area or community it kind of took a toll on mental health growing up because we didn't really have access to green spaces and it was a 30 minute walk or an hour walk to go to a green space. (HES)

I did get COVID of last December and my doctor diagnosed me with long hollers, which has been a very interesting journey because I'm mostly okay, but I never fully recovered and so my pre symptoms are worse and one of them is asthma. And so during any of the fire days or heat days I can't trust and rely on my own body, like I used to. And my co pays for one of the inhalers that I used to have don't work anymore. So I have like a breathing machine and the medication and all that, the copay for one of them is \$120, and it lasts me a month, maybe. So that in itself has been really hard. (AAPI)

I was living alone in a studio in the Happy Valley area which collects a lot of moisture. And I had such a bad mold problem and I feel like a lot of people in that area do. (MHW)

...a lot of people in Bellingham in general, and landlords make really cheap housing. So there's more of a housing issue. It's really cheap housing that can't withstand changes in the environment. And then people live in these awful conditions that when you move out you realize everything is covered in mold. And that was actually a really bad health issue that I had to deal with. And I think that living conditions for a lot of people in Bellingham and the reservation and other areas can be a really bad health issue. (MHW)

substandard housing for poor people is a huge environmental impact. And the big issue with farmworkers that live out in substandard housing in the county is mold. So mold is just huge in substandard housing. even here, you know, in my house, it's like it's a constant struggle. To ensure that you don't have any mold growing anywhere. (SJA0)

I think about my personal health, about where I live, whether it be like lead paints or anything like that growing up or any kind of living conditions around housing there. I think there's a lot of fear with the rapid change of like, am I living in a place I'm going to be able to stay, am I going to get priced out? Because folks are leaving areas that are having more fires and other environmental things? we're already starting to see shifts in where people are deciding to live because environmentalism is probably causing rents to increase here and making it attractive and then getting pushed out. .. if the environmental quality was higher, you know, we had maybe potentially have some denser housing the way communities would be designed to be differently. (SJA0)

...am I talking about the environment in terms of weather and climate change? Or am I talking about the environment in which I was raised and currently live in? Those really have evolved and changed over time and also they're kind of intertwined and connected. I think of, at certain times living on a farm, and if we had too much rain or it was not a good crop year, how does that impact you, and then you think about the environmental changes, those things can sometimes lead you to have substance abuse or domestic violence when you're living in a place that's really full of stress, because these needs aren't being met because of environmental weather type changes, and then how that impacts the environment socially, emotionally that you're living in. (MHW)

I think about access to health care and medical care. Oftentimes, you know, as a person of color, woman, someone with disabilities, I recognize I'm getting paid less so I'm living paycheck to paycheck more often than I would like to be. And then if anything happens, my car breaks down and I need my car to do my job because I travel across five different counties. I can't work or I have to go through my savings if I happen to have one and cash it all out to fix the car that's 30 years old that really shouldn't be running anymore, and has over 500,000 miles on it, but I have to keep it intact because that's my only option right now. So yeah, I think they're all very intertwined. And I don't know that you can look at one without the other ...(MHW)

my life is completely different than it was before COVID, and living in Whatcom County I feel like I've aged so much. I feel it on my body and my heart and my soul, spiritually, mentally (AAPI)

...with the heat and the fire, I live up on a mountain and we have one way out if you're gonna drive so that's always a concern. ... And you know, Wi Fi can be tricky, and so not everybody has that. So that's been a huge equity issue just because, we still have a large area without cell service. So, if you're stuck

somewhere and there's an emergency, you can't call anybody so if I come upon an accident, driving home just to my house, I can't call 911 on my cell phone because there's just no access. (SUPS)

Just if you are a person that has access you can go with the flow during crisis or during environmental tragedy but if you don't have access, economically or your job or whatever, It's stuff. (Parents)

when COVID came our community was affected... Kids have nothing to do, .. there's no internet over there because it's too expensive for them. So that was hard for our community. (LX)

Honestly {internet} should be a public utility. (LX)

I quite frankly, sort of resent Bellingham because it doesn't appear to care about anything other than itself...People of color, and people in rural areas are feeling there's no health care north of Bellingham. When I had a major incident, I had to bandage myself up and drive to Bellingham to get to the hospital, ... if you want anything or help from Bellingham, good luck. Ferndale is probably better than Blaine but, you know, I want grocery shopping, I want doctors, I want nurses, I want anything. I have to go to Bellingham to get it. So I travel to Bellingham almost every day. That's a 25 mile trip each way. So that's why my car's got 150,000 miles on it. Four years old. (CE)

I think about the work over the pandemic and the ways we've tried really hard to work on language access, making sure that families whose home languages is not English that there is translation or interpretation services - that they're giving the same level of support in terms of kids accessing instruction, computers in every kid's homes and hotspots, Wi Fi connections, you know, like going literally house by house family by family apartment by apartment to make sure, figuring out how to fund that, and make it happen with our people and we've gone through a period of time where all of the challenges that were already present in our community for families around access to food, housing, language, knowing the barriers that families run into was just exacerbated 10 fold [by COVID] (SUPS)

Burden on BIPOC

... there are so many environmental threats that are constantly on our minds. And I think about racial equity and inequity and impact on businesses that are brown and black, and how we're always, particularly if you're brown and black, you're always scanning your environment. I mean, we are doing environmental scans constantly. And the kinds of scans you have to do to just get up and get to work is heavy. That takes a toll on you. Whether you are working in an environment and doing well, doesn't matter, or whether you're working someplace, and you're really just kind of barely getting by the environmental scan that you have to do as a person of color is really, really heavy. Just to get through. And just to get by, you have to be conscious of your environment at all times. And it's quite an emotional toll. (FBO)

I think it's [emotional environment] impacting my mood and feeling like I have to gear up for whatever the day might hold, and I think the entitlement is what always gets me personally. I feel like death by 1000 paper cuts but yeah, just bleeding. (MHW)

...we had a threat on campus of violence, and how that creates anxiety in the atmosphere for black and brown people... that environment raises anxiety, quite high. (FBO)

Call to Action and Consequences

I agree with the stress the day to day worry and trauma of that. I think it's a kind of an underlying worry that we all are feeling and it's all of these things.. it's causing community wide stress and trauma. (A&C)

I think that with the smoke most of the time people close themselves in because they say it's bad to be outside and to be smelling. You don't go outside happily anymore, you don't go out with your children or go to the park or something like that. And the fires, the truth is, I think it is the beginning of the end. If we don't, if we don't stop, it's too late to go back to the way we were. But to keep it the way we have it, at least like this. Because if it goes on like this, everything is going to be bad. It's going to be very bad. (FFW)

I think about the world that we've handed our children ... and how we have just been irresponsible with our environment and choking our waterways, irresponsible with oil ... We don't have that luxury anymore. We are literally thinking about this planet that we are handing our babies. (FBO)

I think a lot of it is just also necessitating behavior changes, whether it's unhealthy air quality leading to more time indoors, and less access to resources outdoors, or activities outdoors. ... So also just like the emotional or mental toll of thinking about a changing climate and worry about what that can look like, for the future for me and my family and our community, but also for future generations. If action isn't taken, so in addition to some of the day to day impacts, or behavior change, just also thinking about the cost, the future costs or impacts that likely will be made, given where we're at. (Pros)

[There is a] complete and total terror that the world is gonna die in a fiery ball of death. I don't spend all day worried about it. But you know, I have a son. He hopefully at some point will have kids and this is not going in the right direction. It is something I think of it is something that I work towards fixing in my life. (LGBTQ+)

I'm also very outdoorsy, and so just within my lifetime getting to see the drastic changes that we are in climate change is it's a huge deal to me and it does impact my day to day life and in a multitude of ways. Some of those ways are, it creates a lot of anxiety. I just feel like there's definitely this lack of control. I'm just one person and so it feels a little defeating to know that any changes that are really going to make an impact have to happen on a global scale. And it can just leave you feeling really defeated (WYP)

I guess I mostly thought about my human environment and the other people around me. I think that has more of an impact and cost than anything else in my life. And I've also recently had a lot of life changes. So the people that I'm around now are a lot more positive and supportive. But when they are not positive and supportive, I mean, my quality of life is awful, you know. And that also goes back to sort of the belonging question. If I don't feel like I belong in a town or in a community, then I don't feel like my environment's healthy. I feel like it's pretty toxic. So, you know, that could mean that I end up moving that could mean I end up quitting my job. That could mean that I, maybe end up homeless you know, all these things, kind of, especially if every part of my social life is toxic, then those things compound and I no longer want to leave my home or want to get a new job or want to help myself. I feel like if you're not in a community that supports you and is healthy, then you know, it, it will destroy your view of it. (WYP)

[Youth are feeling] we're all gonna die in burning flames and floods, you know, that's the way that they talk to each other. And it's constant. Like, why should I do my homework or it's gonna burn (A&C)

I hear daily from my young adult kids about the anxiety and the issues that people have. (Prosecutors)

I would say hardly any impact on me personally, and do I have power to affect change? I think so. I believe so. if we want our kids to be successful, and some of those hygienes aren't in place, and we're not taking steps to actually address that and help support families in ways that will enable their kids to come to school and engage and feel safe and secure and fed and all of those things. Then we're not going to be able to realize our mission. (SUPS)

Safe Places and Accountability

There was a great coming together too as well inside our communities. Most people tried to support each other who had lost everything in their homes and neighborhoods. (NVFL)

The question kind of evokes a sense of entitlement that other people are somehow responsible to provide a certain level of quality of life for me, which is something that I reject. I don't have an expectation that other people will provide a certain level of life quality for me. (NVFL)

Indigenous and Cultural Relevance

I guess we retained 50% of our harvestable goods. And a lot of the focus is based on salmon. We have our shellfish. We have our water quality, it's important to us both for health and spirituality. We're continuously fighting for our rights to retain these treaties that we have with Washington State that are being revisited or changed, renegotiated with what are called memorandums of agreements or understandings. Every time we go to the table with any agency outside, whatever tribe it may be, they're never walking away with anything after that meeting. And when we sit down at the meeting, we say well, what's your ask? What's your want? You know, just like this meeting here, what's our measurable outcome? What are we expecting to walk away from this meeting with and at the end of the day, we don't walk away with nothing. When it comes to our resources. Growing up, my grandpa would wake me up and say, let's go visit your relatives. He'd bring me up to the mountains, those trees, the waters, the animals, everything, those are our relatives. He put my feet in the water and explained to me, you know, you're not going to be afraid of this area. This is going to be your home. So that's the place I'm most comfortable at is in our mountains. And I've been knocked out for over almost 30 years here at the tribe, right. And it's just like every single day we have meetings to discuss our water rights. You know, like right now from January to mid April, we're discussing Chinook harvest, how much are we going to take this year and how much are we gonna allow them to take? Then we have to explain to them that our take is not a commercial or financial take. Our take is uh, how much food are we gonna put on our people's tables? How much food we're gonna put away for them? Because that's what we do. We collect and we store for our big gatherings. And how much do we have to give up so that the outside can make their profit off of it, make that dollar? That's a concept that we don't really understand - it's not born here in Nooksack. Not born in Indian country. So there's no financial nothing you can attach as far as cost. It's our livelihood. It's our life. It's our culture. (NT)

I'd like to point out when it comes to the Lummi Nation, we just had an infestation of green crab in our Lummi aquaculture and the green crab really interferes with our Dungeness crabs. And so our fishermen - we have the largest fishermen on the West Coast, 550 fishermen, and they're all going to lose their fishing ability. If we can't get a grip on this problem, the other thing is Cook aquaculture brought in the Atlantic salmon, and they were raising the Atlantic salmon and salmon pins. And they're not natural in our Pacific Northwest waters. And they released about what a quarter of a million or so. And they also have an impact on our salmon, salmon fisheries. And you know, it's a devastation for our salmon

fisheries. And the other thing is, we also back in 2014, our local beaches were affected by manure that was coming downstream from the Nooksack River. And it was poisoning all of our shellfish beds, our clams or oysters. And so we have a lot of fishermen that are gatherers of oysters and clams and fecal coliform was being found inside these. And so, of course, the Lummi Nation was not happy about that. So they were going to sue the farmers up river, because they felt that it was their fault. And so they started doing a study and they realize that it wasn't just the farmers, it was other factors involved. So they created this portage bay Partnership Agreement. (FBO)

I think that's where the big disconnect is. A lot of people see us as greedy and think that we take, take, take, take, take, take. Take all the fishery, take all the crab, take all the shellfish you know. But what they don't know is a lot of the stock goes into a big cold storage and we use it for funerals. We use it for ceremonies for our winter ceremonies and for families having a gathering, you know, then they can request fish from the tribe because our fishing fleet is depleted. It's so low in numbers and not a lot of our elders have access to fish anymore. You know, they need that - they don't even have access to our traditional foods. So talking about the impact on our way of life. You know, when we read a lot of things about how the fish used to be so plentiful, the story they could walk on the backs of the salmon. Nooksack is leading a lot of the work in data collection for climate change and millions of dollars for log jams for habitat restoration. We have an excellent team of biologists and forestry workers. (NT)

We haven't commercially fished Chinook salmon for over 40 years in the Nooksack River. We've been asked many times by the state to pull our nets out of the river for extended amount of time so that we can bring the salmon stock back. But you don't see us with big logging outfits. You don't see us with the dairy farms. You don't see us building roads alongside the rivers and ditches going in to these (NT)

Our knowledge, our historical knowledge of Mother Earth and the environment is not even considered or included in environmental and climate change work. (NT)

[Fires/Smoke/Air Quality](#)

My brain went to the smoke that happens during the summer, like wearing these [masks] not for COVID. I think it was four summers ago where it was so bad for so long, [the smoke] was trapped. And I have asthma, and I needed a steroid or an inhaler for quite some time. And then it was like, all of a sudden I couldn't breathe. And not only are we losing forests, but the air quality is drastically different. (PW/U)

you go up to Maple Falls or Kendal. A lot of people use wood for their heats. And then you know, when everybody's doing that the air, you know, it's really bad and you know, when there's already smoke in the air because of fires it's that much worse. So there could be a lot of air quality issues that are going on.. (SUPS)

My mind went right to the wildfire smoke in the summertime. And, unfortunately, it certainly seems as though it's not an isolated, summer here and there event, it's probably going to be part of our future, which is just discouraging. (PW/U)

Question 4: How can local government collaborate with BIPOC (Black, Indigenous, and Other People of Color) communities to better represent people of color?

[Representation](#)

it's really hard to better represent a community of color when people of color are not represented in the group, like in the local government. (ML1)

By creating this group is something that the government has done, and having these small focus groups and getting feedback from people of color like we see in our room today. You know, that's a perfect example of what our governments assisting with to do better representing our people of color. (FBO)

It is very important to have all kinds of points of view in this organization, or this group, because people will listen, you know, and each one of us comes from different backgrounds, the way that we were raised the environment, the COVID, what has happened within the community, all the challenges. So, as we speak, as a community, Latino, Lummi, from wherever, we have an opinion, and we have the power to continue to bring out things that are positive, not trying to put things down and people but let them blossom, let them speak their piece, that we do have a voice. And we'll continue to have a voice as long as we are in agreement, and be able to resolve issues that come up ideas to resolve things, as a community, I think is very important. And I think as part of this community of this group that we have right now. It's like planting the seeds, let us grow, and let it be for everybody. (FBO)

There have been people who have been proposed to be on boards and commissions and task forces and things like that. And they've not been selected to be on and it raises the question well, why not? And you know, the people have the personal experience to be able to walk into a group and be able to impact or influence how those things come out but because we have this idea of certain levels of credentialing and certain levels of experience in certain levels of education are paramount, that somebody who doesn't have that kind of background, but has the life experience to be able to come in and take on some of those positions or participate in some of those things, and we're not doing that. (ML2)

I look at bipoc communities and there's nothing in there about the disabled. I just think of the diversity of this county. You know, there's all the immigrant communities. Ukrainians right now in this community, they look awfully white, but they're awfully different, you know... if we really could put it together and keep it together and do it annually. It could get bigger and better...(ML2)

I think first of all is not to discriminate, not to discriminate against all minorities, because in and of ourselves we are no longer a minority. And how are they going to represent us if we know that if we go to complain they are going to say ah, you speak English? (FFW)

I think we have to inform more people of color and help them understand why they should run for government to help our communities because sometimes we need someone of our own nationality or background we can see ourselves in. (SFF)

Okay, so my thought there would be to actively seek out either people of color or people from the LGBT community to fill [staff] roles. (LGBTQ+)

representation depends on us, not the government like we obviously have to elect our representatives. I think that's kind of our community failure more than our leadership failure, even though I think yes, a lot of things need to happen from leadership. (PDef)

..people need to be invited to the table, or they need to be at the table, you need to have those voices heard my local government(AAPI)

I'd like to see especially law enforcement having more people of color, people of different ethnicities and backgrounds, be represented in the town where we live. (Parents)

Well, as it's been told to me many times, we can reach out to them. There are people who advertise, hey, I'm willing to speak to a group I'm willing to help educate an office. There are plenty of people that will speak to, all kinds of groups in all kinds of situations. And it's really just up to people who are in these positions to say, hey, we have to reach out.

identifying your, your BIPOC community where they are, and then supporting us and ensuring that we get the same support, as every other member of this community. I mean if you want to just take it there, find your best standard, what you would give your beautiful white neighborhoods and communities, and give us that standard as well. (B&AA)

I would love to see a way for the children to be heard. The most egregious stories I've ever heard about racism in this town in this county have come from kids I coached, and my own children telling me what happens in their classrooms, what things are said by teachers by parent educators by adults and by other children. The children will tell you, they will tell whoever will listen. No one's even asking them, and it's mind blowing. And I totally understand not needing to put that added layer of stress and an easy target on people of color and government, but representation matters. Check out the third shift in any nursing home around here. You wouldn't believe how many of us there are in this community, but we're locked out of participating society in the same way. So I think that the representation is just, it's unfair, and it's really emotionally costly, a totally different beast. (B&AA)

I think having representation of people of color, having representatives that come from community college. There's also the representation of ideas right, like, within the Latinx community there's a huge diverse set of ideas and thoughts and political ideologies but like our needs need to be represented somehow. So I think it would be really wonderful to see Bellingham and Whatcom County At large kind of reproducing some of those models of democratic indirect participation, like community forums, and people's assemblies. I would like to see a space created for community driven solutions. I think that seeing that happening and definitely bringing those spaces for communities of color for congregating would be really cool, because then we would have an actual proxy of power sharing in communities of color, and I would love to see that happening one day and happening recurringly because I don't think that the groups in town have the capacity to do that, not even every year let alone every month or every week. (LX)

I know like Satpal Sidhu who's like the county executive is technically a Sikh but I feel like not all representation is equal representation. So just because he has a label of being a Sikh man doesn't mean that he represents me. I don't really want to speak badly about him and I hate to say it but I don't feel like he has represented my community to what it needs to be represented for. ... So I feel like that if that's the type of representation I'm going to get I'd rather go without it. I know that's like a really harsh thing to say but I feel like it's important not to just have people of color in Power but it's important to have the right people of color in power. I feel like another really important thing to recognize is that not all racism is equal. So I don't wear a turban, I wear a head covering I cannot say that I face the same racism as someone who wears a turban. And as a woman, I cannot say that the issues I face with racism and discrimination are going to be the same issues a man faces with racism and discrimination. So even though we're in the same religion, we're in the same culture, we come from the same place and we have a lot of shared experiences. We also have a lot of unique experiences and also people who aren't religious,

but still are Sikh and Punjabi and they don't cover their heads and they're more westernized. I don't feel they face the same type of racism that we would... If you have more doctors of color, they're going to do more studies on people of color. If you have more lawyers of color, there's going to be more judges of color. If you have more police officers that are minorities, there's going to be a better representation. So I feel like having people even in the smaller positions and nurses and everything, it makes a big difference. And then once people are in that power to make sure they're connected with these communities and they're actually going out and visiting and trying to gain information and not just sitting in their seats comfortably. (YAS)

I'd say at a minimum, they can elect and appoint people who are bipoc. I mean, just that I think is a very base level, just representation (PDef)

acknowledgement of the existence of our big tribal communities in this community, .. that significant part of our community. (PDef)

I think representation matters and we have a very diverse group of people that live in the valley and there's no representation for them. I think it needs to start there. Have somebody that looks like them or doesn't look like everybody else and has a different mindset. I feel like local government all looks the same. And not only do they look the same, they all have the same mindset, and they all have the same beliefs. And so that's not helpful for the community because that's not what the community is. (SUMAS)

I agree just with representation, you know, it's just hard work like just petitioning, speaking up at schools even if we can get teachers to get interested in their voter pamphlet, just that simple act. (SUMAS)

You can't set a quota. And since we don't have equal representation in the county, of every minority, you can't get every minority on every committee and make it look like the county. As we learn about each other, we learn to drop the fear and hatred. (NES)

It all comes down to one thing, it's racism. If people can stop being racist to other people and the way they look or the way they act, I think that would give those people more confidence to say, "Hey, I think I can go run for this city council spot" or, "I can try to do this or I can try to run for that". But here in my little community, we just don't have a lot of minorities, we have Hispanic people and maybe a few African American people. Basically the rest is just all white. So till we get more people around here where I live in my area I feel that nothing's gonna change until people stop the way they think about other people and the way they look at the color of their skin. (NES)

So I think our local government can collaborate with those communities and hear maybe their concerns and their observations and experiences and identify solutions that those folks themselves are suggesting they need and having those conversations can be a good start. (Pros)

I'd say having those communities and having government officials being more open and talking and having avenues to talk to marginalized communities is really important, but also to recognize the tools that we need structurally in government. (Pros)

representation in local government is important. (Pros)

Power. The white culture definitely wants to remain the strong voice for sure in our country. I think that we will give BIPOC voices some power, but not equal power, not most of the power but even just equal representation needs to happen. I mean, it's something that needs to be decided upon and put into

regulation and put into our mentality that it must happen. There has to be equal representation and those voices must be heard, like all voices, but especially minority voices, because they've been shut out for so long. (NES)

How can we better represent people of color, like in the legal system, I guess, start a fund and send more people of color to law school (AAPI)

what can be done to get, you know, more, more people with diverse backgrounds into those into those positions. (AAPI)

I've been getting a lot is like, Oh you just need to like understand the system or it's just kind of a slow thing and we're listening, we promise, but we can't do it all at once. And it's all under this guise of like, but we're not going to give up our seat at the table. We still need to be here and it's like, why? because the way you've been doing things hasn't been working and it will continue to not work when you refuse to let go of that. And so I think in collaboration with communities to represent people of color, a lot of these people need to let go of that, and [acknowledge that], 'I might not be the person to make the decisions on how to collaborate with communities of color because I clearly don't know how to do it. And I don't know how to be held responsible for it or accountable to it'. And that's scary and a lot of people don't want to give that up. A lot of people, for whatever reason aren't going to be like I'm a Senator, I'm going to step down because I don't understand BIPOC issues, but I think that's what we need is to have less of these people who claim that you care. And say they want to be our allies and say they want to do this and that when it's like your way hasn't worked and isn't working and will continue to not work. So it's a whole system restructure that we need. (MHW)

I feel like where we live is just generation and generation of people to just stay here and so it's so hard to make change because you know, people don't leave and they like it hearing and they don't see like there's a need for change. And so they want to keep it the way it is. This is why this work is so hard out here is because we have people that are just content with the way it is like my kids are fine and we don't have any issues here. So there's not a lot of crime, but it's hard to kind of explain or show people okay, it might be fine for you, but look at these other people in the community that have a harder time. (SUMAS)

I don't even like saying this, but I'm gonna say it. Voting obviously. What would be interesting to see is to push people of color out to vote. I have never seen that in Whatcom County. Even in an effort to organize people of color in Whatcom County to vote or to even gather is hard to do. So any of those types of opportunities would hopefully impact who's sitting on those councils getting out in the community. If the system is set up to perpetuate the same people being empowered sitting in those seats, then the system needs to change. (School)

having these conversations, you know, like having conversations with people in bipoc groups and sitting down and talking about what issues they face, so their voices are heard, so that there's some sense of representation. And not a one time conversation, but an ongoing conversation. Listening. (PW/U)

Okay, I would say that if you want to better represent people of color to engage in active discussions with them, and not just waiting for them to initiate, as the government, you should be seeking that. I mean, they could they could do something like a focus group like this, where they invite people in the community who are interested to participate. (ML3)

Have more people of color people from more diverse backgrounds being in positions of power. I feel like that's everyone's wish. That would be amazing. Since we don't want just one perspective. I feel like having people who are from these communities in power or just having these positions to speak to actually make that change will make a big difference. (HES)

I think creating like coalitions possibly or like some groups from different communities. (HES)

Equal Access and Inclusion

I feel like a lot of communities lack resources. So like, for the voting system, many people that live like out in the county, they don't have the time or the money to buy gas and go to the little drop boxes. And so I feel like that also has a big impact to where and how many people vote. (SFF)

I think making sure not only official positions, but also informal meetings and stuff like that are accessible to a larger group of people. So whether that's acknowledging that it can be hard for people to leave their jobs or if they're commuting from pretty far outside of Bellingham, still within Whatcom County, just these things could be considered more when creating open space and time for forums just to include a wider array of voices other than those who are physically able to like leave their work or their family or whatever other positions they're taking in, to be able to attend those meetings and really have a say in our local government. (HES)

Accessibility is a really big thing. (LEFG)

I'd like to say one controversial thing. I think it's important for us to promote, empower, and protect white comrades. It's difficult for racists to see a future in America, but to have in this transition, white people that are comrades to the BIPOC community, be empowered, protected, and promoted. When they see that happening, then that is an effective possibility in the future. I think it's controversial because it's important to have people of color in positions of power. That's one thing. But I think it's also important for us to have and to maintain a peaceful transition into that polarity. I think I get emotional when I say this, but your outreach to my soul has been empowering, and kind and patient. And you're an example of what I hope and pray for. As I mean, these have been difficult times. You know, with the flood and everything and, and yet your encouragement, and your friendship, and your engagement. Your outreach, this one person, this individual, I want more people like you no matter what color their skin is, in this world. And we need to protect people like you who empower people. (FBO)

I think it's the way in which we collaborate and communicate, that's got to change. I think a lot of like even town hall meetings in Ferndale, they happen on weeknights. I just think about how, you know, people of color - I could speak from my experience growing up, like my mom, she could only get certain jobs because English was her second language and it was highly accented. So she's hard to understand for people who don't know her, so she could only get certain types of jobs, and didn't have a lot of money growing up. So she was working a lot, didn't have all this extra time, couldn't pay for childcare, to do the things she wanted to do, like go grocery shopping by herself. So she's definitely not going to spend the time and effort to do a town hall meeting. So if you really want to connect with communities that are different than you, you got to learn what's the easiest way to communicate with them? And how do you communicate with them?... Okay, a bunch of poor people who are not used to being asked their opinion, you know, are you still just listening, which is what my mom was always trained to do. It's like my mom would not say anything probably. That's just not her modus operandi. So a little bit of cultural awareness and communication awareness. (ML3)

I was at a function last year, about two to 300 people and I was volunteering at this function. And I was outside and by the way, so at this function, look around, and it didn't take long because I'm just looking in the crowd. And I am the only person of color there at about 200 people but I'm very comfortable. I'm there, I'm volunteering. I'm part of this group. I pay my dues. I pay my membership. I'm part of this group. But two times within an hour a person walked up to me and told me that they were introducing themselves because I stood out among the group. And I asked them in what way, and they say, "Well, you're the only black person here". Okay, so I know we can certainly talk more. ... I would think that how to increase the collaboration would be to acknowledge that there is a need to collaborate. If you don't acknowledge there's a need to collaborate then there won't be any collaboration or any progress. (LEFG)

.. you can't legislate people's feelings, right. So if you're having an issue in the community, you can't pass laws to make people be nice. And we end up with a lot of people that that's kind of what they're looking for. So if you can't legislate people to be nice, how can you make them be nice as a community? I think of what government can do to increase collaboration is do things like support events that are inclusive. So whether it's posting a day in the park, and making sure that it's advertised appropriately to the groups that don't seem to be coming out on a normal basis and getting that feeling included as a part of the community. (LEFG)

I think that the government could help first of all, by recognizing those workers. (FFW)

forums like this are probably going to be the best way because like I said, not every person wants to be in those positions of power. It's not something that is appealing to everyone. And I feel like actually trying to get out into the community and talk with them and talk one on one and see what the actual issues are and not just talk to people to get votes. (YAS)

I think it all goes back to belonging and people feeling comfortable coming to the table. You know, so it's more than just inviting them, it's making them feel comfortable and feeling like they really belong. And they're going to be listened to. I think, you deal with history and things that have happened in the past where maybe they've been invited but have not felt heard, or they've been invited, and they feel like well, I'm that one native voice. (SUPS)

...what keeps coming up for me, is this feeling of tokenization of you're at the table, so we've done our job. And I also think I get that a lot from some of the more vocal white counterparts who were like, let's bring you to the table. Let's get you in leadership. Let's do it. I'm like, are you prepared to actually support me in that? And usually the answer is no, or they think they are, but they're not willing or able to support me in the ways that I would need nor did they ask what support I would want or need. They kind of tell me what they think they need to do for me to be successful. And it's like, well, I don't need you to tell me that -I could tell you, but they don't necessarily make that space. I think what we're seeing a lot too is people not wanting to let go of power. I can get to the table, and say my thing but if you don't listen, if you don't hear it and you don't react to and you don't hold yourself accountable and responsible for what you're being told, it doesn't matter. (MHW)

Organizational Structures and Systems

I know our local officials have a lot on their plate, I'm sensitive to that. But one of the things I think may be of service or help, whether it be at the mayoral level, the council level, or I keep coming back to law enforcement, I just see some type of outreach in an aspect of the people of color like committee or something that this conversation and some interaction and conversations would be helpful. (Pw/U)

I would love to see the government fund, promote and support commissions or subcommittees. And well resource them so that they can go out and do the work so that they can make recommendations on the behalf of all of these sub areas we've been talking about... But it does take stepping outside of the box and looking in the face of these policies that were created and dismantling them... The government can do that. If they're very strategic, if they're counterculture. If they make some courageous moves... I think being able to carve out ways to provide resources and really strategic ways to support people who otherwise might not be supported would be an amazing. (FBO)

I would say our local government needs to have humility needs to learn humility, the people in it need to learn humility in order to open themselves to other ideas, structures, even ways of getting things done that were very rigid in the process. (A&C)

Putting some of these things into rules. Just so then it kind of stand out there if somebody does break them, maybe one person will break them and that they learn from it or maybe two will break and somebody will learn (SE)

There should be some type of communication or outreach to know what the hell they're going to impact those communities. it'd be pretty cool if there was like some type of advising team to these councils where there's like a checks and balance before you're going to make a decision then you need to be able to at least hear and it's recorded and documented and what was shared back to them. So then there's a record of hey, this is what the community informed you. That's a decision that you still made that impacted them the way that they said it would impact them in a negative way. You're on record of showing that you didn't listen to nobody. (School)

I would say, just like snap out of it you know we're not in the old days don't treat us like that, you know, and honor us the way we're supposed to be. And then, you know, don't take credit for something that you know, credit isn't due to you. (IFG)

I think about our reach out to those communities and really actually have an understanding of the issues are, according to them, right. And again, this is where I kind of fall back on the data piece of it, because how can you verify it without the actual data, and I think, you know, to have an understanding of, of what people's feelings are, but then, you know, the reality of the type of business that we're running each day, and how our decision making is affecting the service to the community, and the various segments of the community. But I think, you know, having great data is enormous like that is absolutely imperative for us to be able to do a good job, and to be able to put meaning to the work that we do. And, and I will say, we are getting a case management system. It's just been a long time coming, and the RFP keeps being pushed out rushed out, but I have faith, I think, you know, we will see it sometime this year. And, you know, using that data, then because, honestly, you may not necessarily hear the complaints from the community that you're actually observing in your own operation, you know, in the sense that you're able to monitor and have a better understanding of, how is it that we're treating the people that we serve, and, you know, we could actually beat them to the, to the, to the punch on that, you know, having an understanding that, you know, perhaps we're not being as inclusive or having better representation within county government, that that reflect the values and the needs of the people that we serve. (Pros)

I don't know if there's some way to have an open door policy and predictable routine that on these days and times, it's a space for bipoc to come and talk to the people that represent them about issues and maybe they rotate in topics like education, law enforcement, housing, but just have it be continuous,

because not everybody's gonna be able to make it and not be, "oh, we're gonna do this once every five years", but just, every month, there's like a town hall and specifically for that, that forum. And so, it's somewhat predictable, and there's multiple opportunities and ways to provide feedback, it doesn't have to be in person, not everybody has the time or the bandwidth. Maybe there's an online form. Just a way to continuously gather feedback and input. (Parents)

I know that I've had conversations in the past about just our lack internally, in our office of even really understanding the complexity of the problem here, because we have antiquated systems of data to even just identify, how over represented BIPOC People are in the criminal justice system. And so even just like the basics of understanding the problem, to then better be able to support those communities or respond to maybe some of the inequities that exist. (Pros)

It's also been about funding, right, like public safety .. police were asked to deal with a lot of things that weren't necessarily their responsibility, but, because we don't want to as a society [fund services through taxation]. .. (Pw/U)

There can be an incentive, and there can be value in the training, right? Because, you know, if you just come to firefighters or police officers or any member of society and say, Hey, we want you to go through this training, and we're going to ask more of you, but give you less resources or whatever, I mean, we've been doing that for so long. (Pw/U)

I'm also talking about, why can't we have more flexible positions because the agency I'm at is very well paid with great benefits, you know, government retirement. Why can't we have more flexible positions while the board which is 90% white men doesn't think it's worth having part time positions and paying for benefits and it's just like, well, that is another part of structural racism. And you're telling me you want to do change, but you won't even change something small, like allowing part time roles with benefits and retirement. And so that's kind of how I want our local government changes, you know, without the small government agency that wouldn't even make some basic changes in their policies and principles. .. shift power and spend money in alignment with what you're saying are your values. It seems so simple. (MHW)

just our focus and who we hire and how we recruit and how we invite people of color to be candidates for positions in our system. to get to a point where the people who are working with our kids, you know, really representatively look like they (SUPS)

Our court system is pretty much across the board one size fits all and we've never talked about having like, tribal alternatives or something. (PDef)

...practically, if we are saying that we want BIPOC to be more represented, can we have a paid internship program where you learn the ropes, you literally learn how government works. You learn how to talk this talk and walk the walk, I guess, I don't know if that even applies to politicians but just putting that out there...(MHW)

the criminal justice system kind of does this one size fits all kind of scheme and you know, maybe that needs to be looked at it. (PDef)

I should be noting that for me the terminology - that there's the language, like a third language, I don't understand it. I rely on people [who understand language of politics and power] to be my voice because I don't have the language. I'm relying on [others] because of [their] background. And I'm gonna be blunt.

They're well educated. I had to go back to school as an adult. So I'm kind of unaware of a lot of the government. I don't understand it. I don't. It's muddy. I don't get it. But I can rely on the people who understand it. I know who to go to. So I take my voice to them so that they can voice it to those branches. You know the people that hold the understanding. So my voice is being heard because of a local person who understands the government. ... It is like another language and it's very intimidating. That's the word I was looking for - intimidating. (NES)

In the last couple hirings to city of Everson [there were] a couple people who are bilingual, with Spanish speaking for a day to day operation to help our community because it has, at least in our eyes grown tremendously in that area. I don't know if that's really true or if we have just opened our eyes to understanding the amount of our Hispanic population. But one of the things is [posts in government in small communities receive] very, very little compensation. It's not really a paid position. So people have to be able to take from their daily lives ... I think about the economics that play into that. How often are they working? Sometimes such extremely long hours or, the single parenting that is taking place in some of these households? How do they then go and volunteer and be a part of these other communities? ... we can't force people to put that time in there. It is a time commitment. There is so much to overcome to get people to that spot. Do you think that Whatcom County as a whole is open to having all races involved in government? ... I think that real change starts with our smaller little cities. (NES)

So it really has to be more truth and grounding, to get to an initial place to start from a restart of what it means to live together. And within that, obviously, honoring treaties, returning land reparations, for many, many people, not only the native group in our area, and then back pay for all kinds of people and other things that could be such good and without that. I mean, you can do sort of all the philosophical stuff you want. But without both the gut soul sharing that just opens wide all the wounds and makes everybody face it, and then tangible things that economically affirm what happened. I don't think anybody's going to really be changed. (ML2)

I don't know. I wouldn't know. You know, the way things is, is like to me what I think, it doesn't matter. That's the way I feel, like it doesn't matter what I say or anything to change. It's still gonna be done the way they want. (CS)

Prejudice and Racism

I would say that one of the things that as a white person, one of the things that I always noticed that our white culture does that is racist is that we don't care that other people have more expertise than we do on certain subjects. I will tell you, this is like telling the Lummi how to run salmon. .. in the Sikh culture, one of the first things to do is everybody needs to sit down and eat together. It's absolutely part of the ways Sikhs deal with community. Get everybody at the same level. .. the mass culture doesn't even bother to imagine that somebody who's a minority would know more than them really pisses me off (SE)

I had a bad experience when I worked at SSC up here, and they're straight, racist. And yeah, its bad they're - even the owner and he knew what was going on, and nobody did nothing about it. And so I got treated bad but as I said, I tried to say something but didn't matter. (CS)

...there is a pervasive xenophobia that is allowed to be present in the room, because I'm always other and I don't want to be other I just want to be me, and you want to be you but I can't know you if you're always defending, and you can't know me if I'm always resisting. It's a dilemma for sure. (MHW)

People don't say thank you because they think that the vegetable just arrived there out of the blue, you know what I mean? I do think that the government should start by recognizing that we the ones who move a lot of that and they should start by recognizing that and if they can help us, they can start by recognizing, acknowledging, recognizing it, instead of denying it and denying it. Because when we make protests and all that, the government remains silent, they understand, at most they let us protest and protest, but the truth is, we have to be honest. ... sometimes you come out of the pig farm and go to the store in passing and they stare at you with disgust, not knowing that you are working so that they have food on the table. They think poverty looks more like chaos than anything else. (FFW)

... field work is seen as a minor job. As I don't study, you don't know how to do anything other than the field. No, you don't need studies. You don't need anything else but to have strength and courage, because anyone who really goes there, to endure such a strong sun and to work bending down, standing up, giving you spines, giving you and everything so that they pay you very little. And to be humiliated. (FFW)

That's what it is, to be humiliated by seeing how the work in the field looks like. I would like people to go for one day and one day only. I think that with one day they change their minds. (FFW)

Well, it does work for the people it was founded for and that love it

Awareness and Funds of Knowledge

these meetings like this have specifically asking for these people of color and the LGBTQ community to come to a meeting and have a conversation. This is how our government can grab a clue as to what is needed. (LGBTQ+)

I feel like that's one of the main roots of our current issues is white people going in and saying, I know exactly what to do, and not listening. (HES)

I don't think it's just local government, I think it is just communities in general. ... I think one thing that we have to do is have this conversation that we're having now and ask people about their opinions. And to realize that when you say government that each entity may not be the same with respect to how they collaborate with bipoc people. So it's important not to cookie cutter the response if you will, to government, but I think you have to open that conversation up. I think you have to do what the Whatcom County racial equity commission stakeholders group is doing to open these ideas up and to talk about it. And they're hard conversations, but they shouldn't be conversations that are accusatory, they should not be conversations that are finger wagging, if you will. But they should be conversations on the government level, where we could say, the truth of what people see and what people feel is really important because sometimes what people feel is not what we see. So sometimes when you talk to people, they say, "Well, I don't see this over here. I don't see it over there". You might not see it, but it doesn't mean that people do not feel it. (LEFG)

I completely agree just because we don't see it doesn't mean that there aren't certain feelings. And so to educate yourself. It is opening up a line of communication with different cultures. I don't know what form that takes, but perhaps it's something like this, or perhaps it's local government perhaps meeting with different tribal members or different members of different races in an effort to better understand how they feel. (LEFG)

Just having that level of awareness about what's going on around you to meet people where they're at and gauge their comfort level when they are interacting with a government official, and taking time to listen

and understand the perspective of the people that you're talking to goes a long way to helping them feel like they had a fair interaction, because it's not always going to be positive. Most people who are not active participants in government, tend to be a little bit skeptical about what the government does or what they have to offer or what they're after. So as long as you can take the time and let a person feel like they're treated fairly, and to remain objective. (LEFG)

I see that a lot with the loudest people get involved in these groups. And I don't feel like it's always an accurate representation of what the true feelings are in the community. I think the biggest problem with this question is not what can our local government do, but how can we make sure that we are getting an accurate representation of those different groups as feedback? Because you can't just take the loudest 10 people. When we looked at camp 210, 100% of those people had no idea what resources were available in Whatcom County. I mean, that's my honest to god feeling because I was standing there on the frontline listening to them scream at us about how we don't have any resources. We don't have this. We don't have that, and I'm sitting there going, we absolutely do. We have all of these things that they wanted to demand we already had in place. So how do we make sure that it's just not these super vocal individuals who are trying to speak for an entire community and in some aspects and in some instances, creating drama that doesn't need to be created? Is this actually a problem? Or is this just something that we should be more encouraging. Maybe the problem isn't necessarily the community in X situation. Maybe it has to do with marketing. Maybe we need to find out how this subgroup of people receives marketing - you are not going to be able to reach most senior citizens via Facebook, right? It's simple things like don't put out flyers in English if you're trying to reach the Spanish speaking immigrant families, you know, it's simple things. I think a lot of it has to do with the government's communication to its people and then how do you get feedback? (LEFG)

I think it's also intimidating for people who don't have a voice to try to like exercise that voice. So I wonder, we do a homeless count every year. what if we decided that we would do some sort of exercise to try to engage people's voices from the non white community and we did it through organizations such as Planned Parenthood or Opportunity Council and Unity Care and all the library places where we would have a period of time maybe it's a month maybe it's a quarter where we just engage with our community. (ML1)

Yes, working in the field is very hard and they pay very little, very, very little. I had joy, for me it was a joy to teach my children to work in the fields since they were very young. So now it is time for them to know how to value a peso they earn and how to value other people's work. It hurt me a lot, as you don't have a daughter, to see them kneeling while they were picking for blueberries, but thanks to that they learned to respect others and to value what I earn. They say they will never go back to the fields, they will never do it, but they know what it means to work in the fields and they have to learn to respect the work in the fields and the others. (FFW)

We need to be included, and our historical knowledge and expertise that's been passed on for generations, all the stories, all of that needs to be included in in the planning process. Our ancestors were smart, they were legit scientist. No, they didn't have the educational background from an educational institution, but they knew the earth. They knew the environment. And they were the real scientists here. We've survived floods and volcanoes and tsunamis. There's many stories about those survival times of our people. (NT)

A lot of the best available sciences that's available today that's used in a lot of our negotiations for salmon. The education they use is based off of what our ancestors left for them. That's what they learn

from. And then they have the audacity to come at us and say, “Well, are you qualified to answer these questions? Are you qualified to stand up and just explain?”? Yeah, we are. I mean, we're the ones affected by it. We're the ones that are ultimately paying the price and fixing it. I mean, all around. You don't see any other agencies out there doing habitat work if it's not included in their budget, you know, we have to fight tooth and nail for any kind of funding that comes to the tribe that goes towards those log jam projects. It goes towards these negotiations. I mean, when we go as tribes, it's something that we do generational. My dad was a director of natural resources here, you know, I hope my son's going to be up here and this is a generational thing. The fight that I'm fighting is a fight that my grandpa was fighting, my dad was fighting, and we're gonna fight it forever. We don't have the turn around like the state - so the other agencies when they have a person that we're conversing with, they end up moving on somewhere else and we have to start all over with the new person and our stories are not different. Our story hasn't changed. It's just their understanding, you know? So it's about the education and it's about sticking to it. (NT)

we have such a diverse experience. Our voices are all so different. Depending on where I am. I think people expect me to represent everyone in the bipoc community. And it just is not the case. I think there needs to be some recognition of energy levels and expertise. And just the voices of the vast variety that we've got in our bipoc community. .. I think that understanding would go a really long way in this community, for growth for change for safety, for that that sense of belonging. (MHW)

I don't have any other like real great advice or insight, but this seems useful, you know, last year, and this year, there were a lot of listening sessions and that probably serves a purpose, but I do appreciate, you know, perhaps in addition to listening sessions, something that's more structured and ongoing and you know, that this information sounds like you know, there are lots of opportunities for people to participate. (LGBTQ+)

But practically, just looking at our city council. What if they reached out and literally went into bipoc communities and spent some time on the reservation, in the community centers, spent some time at the community held at the Gudhwar you know, the Sikh temple, or went to the mosque or to these places, ... Lummi is right here. It's not far, right. Like, go and spend time and build relationships...(MHW)

You need to actually go into the community and find these people, because they're there. They live here. They're not invisible. And let me say that, you know, if I want to connect with the Latin X population, and I don't speak Spanish, guess what? Like, can you trust me I make an effort. I'm not saying that you have to be proficient in the language but like something right. Are we making it a priority? (MHW)

I think training is a huge piece and understanding. ... And so we talk a lot about bringing training to first responders, and for them to be able to understand, if you see a six -three, 250 pound black head, he could be autistic, or some other thing might be going on, and you can't just assume that they're going to be able to follow a command or even understand what you're saying, and or even be able to respond. So I know, that's one huge piece of making sure that we talk to local government and stakeholders and for people to realize there's “twice exceptional” people in those communities, especially bipoc communities, who never talk about what it means to have a kid who's disabled. (Pw/U)

I'm thinking specifically of anti-racist trainings, because the work that people are doing in government, I really appreciate. I think recent acknowledgement that racism is a public health issue and along with that awesome work, I think that anti-racist training should be mandatory for anybody in that kind of position.

And not to just be one class, but an ongoing process. I do think that wouldn't necessarily happen easily. The powers that be wouldn't necessarily want that but in my mind, if there's gonna be some real collaboration, there needs to be some real talk about where this is coming from, why this is important. And to tap into something deeper than just awareness. You have to have conversations in the history of this. (MHW)

Just training is not super helpful in changing people's minds. Even if it's racial equity, even if you give lots of examples, even if you walk them case by case, you know, point by point to George Floyd's murder, it's not going to change their mind necessarily, but they might have an emotional reaction in the moment. There might be some fragility that comes out and oh, yes, we're so sorry. "I, you know, repented for all our ancestors descendants, and everybody in between", but I'm not sure a real change happened there. (MHW)

it's about education at this point. And changing the way that public safety interacts, including firefighters and police officers. and then I think the other component of that that doesn't get talked about very much is that our society has said that guns are a very prevailing part of our society. And that's been a tolerated and accepted thing. And that creates a different level of interaction from somebody, police officers, or even firefighters now, in how we deal with members of society when we talk with them. ... So not to default to training and education. But you know, it goes back to cultural awareness, and then valuation. (Pw/U)

To start is teaching everybody, not just the people of color, the proper education. There's a lot of kids like me, that had to go outside of school to learn the hard things. We are experiencing generations of trauma and pain, with no understanding. Why did this person just say this to me, with no grasp of why this would be occurring to me? So it's got to start somewhere with educating everyone, not just a certain group, it's got to be all of us. (LFG)

There's, there's something happening in our country that is moving ahead, whether people recognize it or not. We're becoming much more of a multicultural society. That's a natural process that's happening. I think local governments need to adapt to that whether it's school boards, pushing more for civics education so people understand or learn in school about government and the Constitution and democracy and kind of the basic ethics around that and naturally accommodating the growing diversity in our culture and have that reflected on school boards or city council's or whatever. (NES)

I think its really important during this learning processes for all non-Indigenous people to know that our Lummi Nation Constitution states no native shall have less rights than a non-native under the US constitution, so us as general counsel or members of Lummi Nation, we still have the same right. And I think that often gets forgotten because of the unsettling truth of the doctrine of discovery. We as individuals are inherent rights holders. The Creator blessed us all with our gifts and our responsibilities, and we don't need any non-Indigenous institution looking at individuals and say, "I can't speak to you, I need to speak to your council"...they need to get over that. If you look on our website we have a ton of information about what it's about [Truth and Reconciliation]. We have videos about what it's about. And I think that in order for non-Indigenous NGOs and non-Indigenous government organizations, in order to be on the same page, of course we want to respect our tribal communities. But, why is it that a non-Indigenous person can go into Whatcom County, and build two stories everywhere. And they don't go to the tribe and ask for permission. Why do you guys get to do all of these things, and you don't go to the tribe and ask for permission, but I'm an indigenous person that lives on a reservation. And then the first

thing somebody wants to say is, do you have permission from the council. Does that make any sense? No, that's a system of oppression. That's a system of oppression, so we want to talk about racism. Let's get to the system that creating oppression of our people today. (IFG)

Call to Action and Consequences

I also want to see some concrete measurable goals change right now. Right, like we're doing this right now. (MHW)

If you have leaders who have a vision, and you have your citizenry who has a vision, good things can happen with public private working. (LFG)

...we like to talk about everything with very little action and all that does from what I see is slow progress down. We can talk too much about things and have very little action that actually gets us anywhere. (LEFG)

I think the first thing we need to do is not look to the government to address issues related to the BIPOC community. We have a problem. I believe we have a problem in regards to how we view people. And that is an issue of the heart that can't be addressed by local government and I do think that we need more people that stand up for the person that has no power, the person that is overlooked, the person that somehow has been marginalized. And regardless of that person's ethnic background, color, or whatever origin they have. Seeing them as a person of value and worthy of time and energy and worthy of being an advocate for and so I don't see that as a government thing at all. (NVFL)

we need to have numbers to show it. So that we know that we're not just throwing effort at something that's not even the problem. (Pros)

They have to start making actual like material changes and show that before they're gonna build any relationships with any other communities. (SJAO)

They've already been told so many times what they can do to support bipoc communities to support marginalized communities. There are already people doing so much work or sacrificing so much, and it just feels like they don't care and they're like unwilling to open up the space to bring people in. I mean, just personally like last year, trying to figure out housing for all of these unhoused neighbors like we have the resources. We have so much money in this community. We have the space. We are capable of housing people and our city government. Our county government is so unwilling to go there. So you know, we need new people in power. It's not just about collaborating with marginalized communities. It's also about having that representation within the government like we should be bringing those people into those spaces and hiring them. (SJAO)

So I think I think listening in and awareness is important in terms of those things beyond representation, but I think actively, like, you know, recognizing that clearly something is or isn't working for it for a given group of people and trying to affect maybe there's suggestions regarding how to make it work and see if that works any better for at least a period of being willing to change without maybe necessarily even thinking in your in your heart of hearts that there's a problem. (Pros)

The feedback I've gotten from people is that you have the data or we have the data. We have asked the questions. We're not listening. Okay, and we need to take what we've gotten and do something with it and

do that accountability piece. But the other thing too is to take advantage when you do have something come up and follow through on it. (ML2)

My biggest thing is you got to get government out of everything. Government is not gonna make anything better. The whole idea of what can government do to make other groups get along. That's like putting two people that hate each other inside the same shirt and say you guys need to make up -it just makes no sense to me. (CS)

Inequity

I'd say, biggest thing the government can do is be competent to people regardless of their race or ethnicity, and I think government is in my lived experience not very competent. And when it's not, it does disproportionately affect people who are poor. (NVFL)

I will say to you if you dig a little you would find that specifically people of color were forced to live in and are still being forced to live in places that were flooded. And the government was slow in helping anyone find shelter after the flood. And again, you had people especially people who didn't own their own homes, people who are displaced who had no place to live, and I think that the biggest problem in the county is government doing a bad job. And the government doing a bad job disproportionately affects people of color. (NVFL)

I think the county, in my experience cares about certain people more than it cares about other people. And if those people who had been displaced were a bit different, and lived in a different place. They probably would have been taken care of a little quicker. (NVFL)

Burden on BIPOC

an emotion I keep coming up with is how happy I am and how proud I am but also how tired I am. Tired. I am aware that I have to do more and want to do more. But my voice and my energy level is low...(MHW)

I feel like where we're at in this community is we just perpetually asked that question. What can we do to make it better? How could we make it better, but I suspect that there's a wealth of data housed in a variety of places, from folks who lived experience and by folks who have told us what to do and we haven't created any sort of accountability measure. (ML2)

You know that we have communities that are undocumented. And the police, insist on working with ICE. It's a problem. It's a really big problem so it's just really ridiculous for local government to expect trust from communities whose trust they betray regularly. I think that they just need to be better about acknowledging it and then holding themselves accountable to the same laws that they disproportionately put on everybody else. (Parents)

I think when we rely on those communities to come to the government or to the communities to be heard, I feel like that's leaving the ball in their court where there might be some fear or there might be some trauma around doing that or they fear that they won't be represented or heard. And so maybe these organizations or bodies going to them and intentionally giving them a platform to speak of what their needs are of what representation they're looking for, where do they need more support? I think that could help ease some of that systematic problem in the process and that might be received a little bit better

because if they are feeling instead of being a problem by speaking up, we're looking to them to speak up because we want them to be heard. (WYP)

I feel like our governments just expects people with trauma to relive trauma in order for them to get more information. (SJA0)

I feel like just having some sort of support from our community outside of our race really helps with issues that we go through.. even the whole Black Lives Matter movement, the reason why it was so out there because everybody, not just the black community, but everybody from other races actually spoke up about it and I think just having that support from our local governments and communities about issues that we face personally as well. (YAS)

When I moved up here, my children and my ex-husband and I are black Puerto Rican and various forms of other cultures, and my husband and I didn't know this town so I've moved them into Fairhaven of our places and that's, that's the only school district they know my boys are excellent football players, and watching their experiences being pulled over as they were learning to drive, walking on the street and sitting in a sidewalk because they're tired, and being handcuffed on their stomach, hands behind their back, because it's illegal to sit on the pavement apparently on the sidewalk. In the middle of the day (AAPI)

My experience with my family and myself, is if you're not a white person in this town, and a white person says you did something then you've did it. Be quiet. You're in trouble. I have a criminal record, because I was in this town, I made it on my own two feet. (AAPI)

I was also threatened with my immigration status, because I'm a resident alien. And because my citizenship application was pending that was used against me. I'm the legal system, any time that I showed up to court for work I was wearing a pantsuit, like, because that is what I did not want to wear a dress, and I was told by no less than three judges that I needed to stop pretending that I'm a man. And to wear a dress, because you can't wear a suit to court. I don't think they would have said that to a white woman at all. (AAPI)

I just left the Community Mental Health world after six years because I was so burned out and I think 2020 was really like the nail in the coffin for me. Because I was that person that was the only one who would say anything to try to make things happen. I tried to push for anti-racist, informed care trainings that would be done by consultants or people who wanted that to be their work. And instead they're like we'll just have you go to the training and then you can come back and train everybody else on top of the job you're already doing, which is already too much. So it's that kind of thing where we all of a sudden have to be the representatives and all of a sudden you have to do more work on top of the work we're already expected to do which is not even paid enough. (MHW)

I used to work for a local government agency- I just left last week. And after George Floyd, our director put out a Black Lives Matter email, blah, blah, blah. I sent an email listing at least 10 to 15 big microaggressions like myself and other bipoc people in our agency have experience and then I got a thank you for sharing, etc, etc. And then I kept pushing because they kept making promises about training. They kept making promises about change. And I kept pushing and kept pushing. They called us impatient. I tried to call him out for like, that's a racist microaggression and then my supervisor who's married to a black man goes and justifies his wording. And so then I'm just like, okay, so I don't even have any backup from someone who says they're so anti-racist because they're married to a black man.

They have black children. And then I basically get to a point where I say, it doesn't feel like our feelings matter. You're saying it takes time. You want to do this intentionally. I was told they don't want to put weight on us. bipoc folks at the agency, they don't want to stress us and they want to do this for us. And so at that point, I called our director, white savior. And I kind of feel like the city of Bellingham does kind of the same thing. They want to take care of us. They want to do all these things for us, without actually getting us involved by telling us what they think we best deserve and what they think we need. (MHW)

Safe Places and Accountability

I think the Whatcom County government is one of the most incompetent local governments I have seen in my entire life. And it functions on favoritism. I'm gonna say good old boy club, even though there's some women involved. So you know, with sexism, sometimes women have to conform to the male patriarchal model to succeed or to survive. .. the structural racism and Whatcom County is just really, really clear. And our community, Latinos and farmworkers, we don't trust the local government to do what they say they're gonna do until we see an action so I think it's like, very clear actionable visible change of behavior is needed. (SJA0)

I feel like local government needs to be accountable, and really recognize and acknowledge and then be accountable for the lack of trust that exists within communities of color towards law enforcement. Last year, I think it was that we did the racial listening sessions. that was the first time I felt like the local government actually was lending in ear to our communities, and giving us an opportunity to speak and actually not saying a word, just listening, and I had a lot of hope with that, and then there was no follow up, and from one of the things I had shared during that listening session was the experience of Bellingham police giving out free lunches one random day, and it happened to be the very first day of Ramadan for Muslim communities which are, you know, a very diverse community. Islam is like the most diverse religion in the world. And so, It was such a loss of access to our community and then also, it was so obvious for me. I remember I was really rushed that day and I found out they were doing that and it was like, there's not going to be a single Muslim person that they see today probably and they're not going to know why and they're not going to even realize we're out here and so I made a point with five minutes left to go over there and be like "Hey, thanks for doing this, I'm Muslim, we're fasting today, you're not gonna see any of us but thanks. I was nursing at the time so I wasn't fasting I said I'll take a lunch, and I just resented that I was even put in that position. And I don't know that anything came of that feedback at all, but then more importantly than anything, I'm really traumatized by the shit they pulled on January 28 with the way that they swept City Hall, the encampment that day. Having snipers on roofs. (Parents)

I think intentionally inviting members of the bipoc community members of the marginalized, unseen and unheard members of our community into the room to talk to and have these critical conversations and allowing folks across the board to have some level of citizen input is a super critical and I think that the classic way of having government feedback sessions, like opening up City Council in person.. I think that's an inaccessible mechanism for people to give feedback. (ML1)

I'm a crisis negotiator. So our team went to a Sikh temple, and one day for training. And we brought with us a member of the sheriff's office, who's East Indian. And he kind of translated and it was really eye opening for our team, certainly for me to hear the things that they had to say and sort of how they view law enforcement. My take was as they don't necessarily think negatively about law enforcement, but was

more that they should be able to handle things in-house, like they should be able to sort of take care of their own problems. And, it was great to open up this line of communication. It was very cordial, with a pretty good group of them. I learned a lot about that culture just in sitting, having lunch with these folks for a couple of hours. (LEFG)

I think that if there are parts of the local government that are interested in getting to know the people in their community, they should do things targeting the people that they're trying to get to know. There's nothing wrong with having events, gatherings, barbecues, that kind of thing, to get to know the people in the community. In my last place of employment, that's what we did as a police department. Because it was a disconnect between where I was policing and the people in the community. So we started hosting events and getting to know people when we weren't doing our job. And if we can do something that simple, I'm sure that people in the local government can do it and they can use social media because it doesn't cost a lot to advertise. And I'm sure that if people are looking to bridge all of these gaps that they will budget for it appropriately. And something like that does not cost a lot to use the government space so that people can interface because it's good for everybody to be in a room with somebody that doesn't necessarily look or think like them. So it doesn't matter what part of the government you're a part of. (LEFG)

I will tell you, it is groups like this. And then they get a little bigger, and they get a little bigger. And it doesn't even have to be formal, it can be just conversations and dialogue. (LFG)

I feel like it's insulting almost to continue to ask what can we do? What can we do? If we're going to ask we have to at least pay them for that knowledge, but I feel like we are starting to do harm in our community by just continually asking and not doing anything with it. to develop some sort of accountability measurements about what have you done with the information you already have, How are you collecting that information? .. we have asked a lot already, and that that information does live somewhere and it's our responsibility to do something with the information that we already have and just try and then reflect that. How did that go and maybe we missed the mark. Okay, it worked for these people and not for these other people. And just actually start taking some risks and doing some taking some, some leaps to try some things. (ML2)

.. that sort of looking back to repair and then thinking about how to go forward to create or to manifest something new and different. It's been occurring to me that what we don't have in this community is we don't have anything where there's a gathering that is honoring all of the differences. You know, we have various heritage parades or celebrations or stuff that goes on in the summer in different corners of the county and different groups in different communities. But it seems like it might just be you know how to get those moments where people really do listen and hear the stories but they also gather and share and they also have some joy and they have a big bonfire and people meet each other and different kinds of people begin to just sit down in the grass and talk and find out that they find new people from all over the county. And there's things that are of interest to a variety of people and we bring in share and you know, that kind of community Potlatch that could happen. (ML2)

When we're all working as one I mean, the whole ski to sea thing - you have Mexicans, white, black, whoever wants to be a part of a team in order to get to the end common goal, and then we all party at the end of the day with each other and that's what needs to happen. What it really comes down to is the more events that we have, where people get out, people see each other, people get to meet each other and things going on. That's the only way that we're going to get it. We need to get off social media, we need

to get off this screen - and get back to person to person - that's the only way it's going to change. ... you need to talk to your neighbor, turn off the TV, talk to your neighbor and you really find out that the world isn't as bad as it seems. (CS)

about different things or like one is create events. Right and don't have them like really accessible so many different places from where people know about it. But I'm also hearing as some kind of a structure that if people do choose to step into a space where they might not normally be welcomed that there's some support and that they won't necessarily get okay. And Travis did that resonate for you as well? I know when we were talking about like the person in the car and you're like yeah, it seemed like you really resonated with that. (CE)

Question 5: To what degree do you feel our current local legal system is “just and fair” for the BIPOC community, and why?

Safe Places and Accountability

I've never really had any problems with the law enforcement but I'm at Sterling Meadows. Sterling Meadows was a problem before but now it's a lot of different thanks to law enforcement and just them helping the community get better and be safe for the kids that live here. I think they've done a pretty good job because it's a lot better. There's no crime. There's nothing really to worry about. (SFF)

I just feel like for police, I think that there needs to be a lot more accountability and there is absolutely no accountability. (HES)

I'm in a unique position in that I get to interact with police at a different level than a lot of members of society and we have this kind of shared experience with them and depend upon each other and they come into our fire stations and that's a safe space for them, where they can take their gun off. They can take their vests off and feel a little less on edge and one of the unique experiences I heard about was where a police officer pulled over an individual who was driving the wrong way down the street. He turned out to be a Hispanic youth. And the police officer actually ... got misinformation from the individual. And so that steered the conversation towards a different position however, the way that played out in the newspaper and through the court system, a lot of that different interaction, it took on a different term. And so, you know, there's two sides to every story. And in talking with that officer, I actually know that officer to be a pretty genuine and good person. And at least my interactions with him have been that and so I think that there's a tough spot that people who are expected to enforce the law are in. ... And so how do we, how do we, as a society, ensure the protection for everybody, but also make sure that people who haven't lived up to the expectations of society are not allowed to continue in that and how do we make it a teaching opportunity instead of a punishment experience, but also not an experience that anybody wants to go through again. ... It's a cultural awareness thing, right. So if we have our police officers, if we have both our prosecuting attorneys and our defense attorneys, and we have our public safety individuals, interacting with members of the community more on an educational style basis, something like this around the table that type of opportunity to actually interact and experience each other is where that awareness and some of that value comes in. ... And, maybe that's where one of the components of the racial equity commission would come in, is authorizing or encouraging our local governments to do this type of small group sessions where, people interact. (Pw/U)

I know I can trust officer [the Chief of Police] because I know who he is. But I am protected within those walls because they see me and they know who I am.

One thing that gets in my craw almost every day and this may seem small, but I think it gets back to really some of the roots of why systems don't change. People's obsession with being nice, particularly white women, and they make up most of our co-workers and leadership and all of that around here. It is a daily struggle for me not to scream at people being nice to coworkers and bosses and, you know, and losing the fact that that niceness is undercutting the basic needs of our clients. You're so concerned with being nice that you're missing the fact that this person is starving. Right, when maybe someone needs a kick in the behind. It's something I think we don't acknowledge enough because we're not willing to call people on the carpet. (MHW)

When I think about the training that our community has, I'm sure that our local jail system doesn't have much training on the adverse childhood experience and whatnot. And our historical trauma. So the empathy factors are not even developed as to why our cycles can continue to repeat themselves. And then how do we support healing, and the jails are not set up to address that. The jails are just set up to continue to keep people in that poverty mindset, and to not give the skills or the support systems long term to help people be successful, and to heal. We can't even get to the healing portion of it, you know. We did several trainings with Northwest Indian College and Whatcom on what Truth and Reconciliation means for Washington State, and I don't need a native to be on a panel for decades and never get nothing done outside of Whatcom County because that's what our hereditary chief said. I sat on panels for decades and then nothing ever changes, you know, you sit there and you get a \$20 like token to say thank you for showing up and then nothing changes. ... Sometimes it's very sad to see grants come through a partner or being able to get grants to do things like this, to address the bipoc people or to address the parents and then we are sitting there telling you what you need, and then you guys just keep using the graphs to go over and over and over and over again and it's a waste of money. It's a waste of time and people are asking for help. They're trying to give you solutions and then it's just like, let's do a little. (IFG)

...in the past maybe less than 10 years ago, a little bit less probably, there was a lot of gang violence and gang affiliation. And it wasn't a safe community to be around. There'd be robberies and police would bring their dogs and go look for people because there's people on the run and the police would be here constantly ... there was a lot of gang related stuff drug related, not a safe community that you'd want a five year old to be in. (SFF)

We call the police when there's activity that happens that merits a police intervention, and that's a judgment call always on the parts of our school leaders, district leaders, and the focus has been to try to deal with things at the lowest possible level and not accelerate things to you know, kids getting arrested and things like that, that can be so detrimental and focusing on teaching and learning at the core again. And we've had officers who really got that, you know, that we've worked with closely who really understood the teaching mission around helping kids to learn and to improve their behaviors in whatever way and then you know, we also run into others (SUPS)

I would say I've had two personal interactions with them, or that touched our family, me or my family. Our son had a minor in possession episode when he was in high school. And actually, that was a really positive interaction. And the part of it that was particularly positive were the consequences that he had

and the hoops he had to jump through and things that he had to do to have that expunged from his record...I thought it was handled really well. (Pw/U)

Inequities

...justice in America is “just us” in America, there isn’t justice for us. (B&AA)

I work really hard to make sure that I'm treating people similarly. (LEFG)

I have worked in this county for a while. 27 years in law enforcement. And I gotta tell you, I mean perfectly honest when I say as far as treatment of people of color, or any minorities, I honestly haven't seen a single thing that I would say is unfair or not okay. I was raised in such a way that I wouldn't be okay with that kind of thing. I've seen one time when I was a field training officer probably close to 20 years ago where the trainee that I was with who lateral from Texas, said in the car with me a racial, racially insensitive work and he got chewed out and I never heard anything like that from him again, and that's honestly the only time I've seen anything remotely close to it. It seems like we handle things pretty fairly across the board. (LEFG)

I will tell you that in Whatcom County, as a whole, the law enforcement officers I've met compared to the different places I've worked are some of the most professional and well trained officers that I've worked with. And I'm not just saying this to put a smile on someone's face. I mean, it's the truth. So, in terms of fairness, I haven't heard anything otherwise. Now, I will tell you that I don't think anyone on this call has the data to really answer this question in totality. I mean, you would really have to dig down, and do some research and do some qualitative type of interviews as well with people so that's kind of where I stand right now. (LEFG)

What's their income status? ...your social status is how that's gonna work out for you. It doesn't include our BIPOC community at all. (LFG)

It's got better than it was. There's a lot of good cops out there. And then there's some still just with an attitude for nothing. You know, like us cruising around and tell us “Oh, you guys come around one more time. You know, we're gonna give you a ticket. It's like okay, let's see. Same people are driving around. And you didn't say that to them. (CS)

I'm being primarily white and white passing, I will never fully understand police brutality, because I have that white privilege. But I think it's unfair, and unjust. There is a lot of history. (HES)

You look at our statistics and clearly, black and brown communities are over-policed. We have no alternative systems in place, no anti-violence programs, no alternative hotlines and the lack of transparency in these alternative solutions is really frustrating. Because how do we know they're getting the input from folks who are most impacted by incarceration and over-policing? And there's this conversation about police oversight, and that's being extremely watered down by Bellingham City Council. It's like, again performative. You know, police are responsive, like we need to have better support systems in place to keep people out of jail to make sure people have what they need, but that's not a solution. (SJAO)

When it comes to policing, there is incredible unfairness towards people of color in larger metropolitan areas. So and this is pretty standard across the United States. That there is generally you know, 10 times more cops in neighborhoods of color than white neighborhoods. And it doesn't matter if those

neighborhoods are poor, or rich or middle class, whatever. It doesn't matter. If you line up the data, it's like police are engaging with these communities of color, sometimes 10 times more than their white counterparts. And just because of that amount of contact, you're having more arrests. You're having more people pushed through the legal system, having people go to court, etc. There's a percent of our population that is people of color, and that percentage is way out of proportion when we look at who's incarcerated. (WYP)

I don't think that our legal system is just and fair. I think that for people that English isn't their first language, I don't think it's fair for them. I also think that in a community like ours, if you are to have a hearing, you're supposed to be judged by your peers. Are we really having the right peers on the jury for those people?

I think the only thing that I can really speak to that I've seen firsthand is our homeless community and how there's definitely an imbalance of marginalized demographics within that community and that there's not the greatest resources for them. It's also about mental health and their receiving the right medical attention and all of that.

Aside from the natural resources part of the legal system, and how fair and just is the legal system for us, it's really not. It hasn't been since the time of settlement contact here because it's evident in all of the different movements we have to make just to get some fairness in the legal system, like the murdered and missing Indigenous women revolution going on and the Violence Against Women Act, the Indian Child Welfare Act and they've written and continue to write policies and laws and how to deal with Indians. You know, public law 280 is an attempt to define jurisdiction between the State and the Tribes. It just all goes to show that the way tribes used to govern themselves before European contact was very effective. Everybody had a place, everybody had a role in our tribal legal system here. We handled matters in in our own traditional ways and this European and Western form of government just doesn't work for tribes. It's not ever going to be fair for tribes and our tribal people. (NT)

when I was in my mid 20s I was a police officer in eastern Texas. And so I have a fundamental knowledge of law enforcement, and I have been here in the Northwest two years, and based on everything I've seen, it is just disproportionately so many black people get arrested, assaulted and murdered by police. I have never seen anything like this, but this is the time that we're in. And it is amazing to me that we have such a small demographic percentage of blacks in this county, and there's such a high percentage of arrests and deaths and injuries to black [people]. It shouldn't be like this. (B&AA)

I think about monetary access, when a person is arrested whether or not they're able to make bail or not determines if they're sleeping in jail, and also determines what type of access to the attorneys they have, if they're able to pay a fine, to get out. Or if fines are going to compound and I mean our system, our criminal justice system is just really a way to make money off of poor people, and I feel like that's represented by who's in jail. (Parents)

I think that our system is like created for like those, those non people of color. And so I feel like that system is helpful towards them and not towards us in some ways, because, after all, our country was founded on colonists and other people that didn't want the best for other people of color. (SFF)

I would say even if I've heard of well-intended police officers coming down onto the scene, but just because of the history of experiences, it's like triggering immediately and has like, escalated the situation even further than was necessary. (MHW)

we have a one size fits all system. And it is a system that assumes that all people are starting from the same very privileged start where they had all the opportunities in the world to choose from and chose the wrong ones. And of course, that could not be more opposite the truth. And the result is that it disproportionately damages people of color. It's almost not even worth saying because it's so obvious that it's completely unfair, not because it's specifically intentionally targeting people of color. I don't think it's necessarily doing that, but because it pretends we live in some completely fake universe where everyone has the same opportunities in the first place and everyone should be treated like they had it all and just did the wrong thing. (PDef)

Very often I'm asked how I can do this job and how I can defend these people. Well, you don't know what these people grew up with. You don't know what happened to them. Everyone has a story of how they ended up where they did in the legal system and it's not in a vacuum. It's not one size fits all. I have a client who has some tattoos that I saw that made me initially not like him very much. But then I did some digging into his history, and I was like, he never had a chance. He absolutely never had a chance with the childhood that he had and what he grew up encountering and trying to navigate was so terrible. And I think that is something that is definitely lost on the legal system that you don't take into consideration that this is a human being this is not just a case number. This is a person who got here the way that they did. And that needs to be contextualized that needs to be taken into consideration. A vast majority of people don't go out and just commit crimes because they want to. It's a necessity. It's something else going on. That created the need for them to do that. And I think that our legal system just doesn't see that whatsoever or doesn't care to see that. (PDef)

...the legal systems are at fault for that, as well as the bias that goes into policing and the bias that starts with student discipline in schools and the ways in which we have historically thought about punishment as the route to helping kids do better. It kind of just doesn't work real well. ..

I fortunately haven't had run-ins. And that's probably for different reasons. Maybe some of the privileges that I have with my lighter skin and my education and lifestyle, but with a lot of the folks that I've worked with, in community mental health, I feel like it was disproportionately like a lot of my bipoc clients who would report run ins and issues with police, especially some of my indigenous clients that I've talked to. (MHW)

I also think we have a system ...where their access to the system and they're experiencing the system is very different than if I was in the system [as a White person], or someone in my family was in the system... (Pros)

[there is] a disproportionate number of people of color, particularly the Native Americans, Latinx and African American. I know, here in Whatcom County, that our African American population is only like 1 to 2%. However, in the legal system, that seems to be skewed a little higher. ...The same goes that that Justice applies to "just us" - harder penalties of severity, harder fines, especially to groups of people who don't typically have high social economic dollars. (PW/U)

I don't feel that it's always just and fair for everyone, especially people of color, who may also experience other barriers to accessing either Legal Aid or have housing security, or have an income to be able to afford an attorney on their own. (Pros)

I don't think there's any way to reasonably argue that the system is fair overall. I have been convinced the statistical breakdowns of people's outcomes in the criminal justice system are based on the color of their skin, and their background. I have to look at how often I see people of color in my job on the other side of the table, versus how often do I see people of color out in the community at large in Bellingham. I don't think that people of color are more inclined to commit crime. I think that that would be a ridiculous notion. (Pros)

I've seen cases where people say, "well, the privileged person got out of it, and the other person got convicted. And my answer is, they both should have been convicted". (Pros)

the fairness of the legal system is very questionable for the bipoc community and I guess in general. I from my perspective with local law enforcement has been that of what you might expect from a privileged white male. I have gotten off with warnings, have gotten off with essentially a slap on the wrist. ... I think we're almost like culturally indoctrinated to be scared of them. And that's not helpful or rather, it's equally harmful to our ability to work well with each other. (ML1)

The fairness of the legal system for the bipoc community is not fair. It's not fair. It unfairly discriminates against people who are of color, who are marginalized community members. (ML1)

Prejudice and Racism

I don't believe that the legal system is fair for bipoc just based on my personal experience and based on experiences of other people in the community that I know and their experiences with law enforcement. ... I had to call the detective on my case 20 times before he even picked up my call. ...at first the person was charged with a misdemeanor, and was just out like that day just walking on the streets, and I couldn't leave my home because I was so scared. And it took me over two weeks for me to get any of them to just pick up my call and talk to me. I want to believe that everybody would have the same experience but at the same time, I feel like if I was a white woman it would have been handled differently. ...being told that "hey this attack on you is not enough - we're not going to charge this, we're not even gonna go there. You know, because we don't have enough evidence" and I'm like, it's literally on camera... But also over the years I've had other interactions with law enforcement where I do my best to go out of my way to avoid them. I don't trust the police. ... I don't want anything to do with them ... I've had an experience where I've gone to Starbucks before and I saw a bunch of officers just sitting there and I just walked right out the door because I don't want to be around them. I don't want to have anything to do with them. I just don't want to be in the same space. I don't want to share space with them. I don't want to share words with them. I want nothing to do with them. I think that ... for a profession that's supposed to protect and serve, that's a very dangerous thing because what ends up happening is that when you do need help and when you do really need that support from law enforcement and when you need that intervention, you are not likely to call. I had a situation just yesterday where my sister, who is in high school. She's 16. My mom was supposed to come pick her up. And she had called her like five times and I'd been waiting for like 45 minutes and which doesn't seem like a long time but my mom wasn't answering like I tried calling my mom a bunch of times my sister, like who's in college I called her a bunch of times and we were so scared we were like in our group chat. We were about to call my uncle like we were like, where's our

mom? Dad is currently out of the country. And we're like, Who do we need to go to?, and we were like, Okay, now is the time that we were like, we should probably like do a wellness check like call law enforcement but at the same time we were like, Oh my gosh, like we cannot call the police. Like we were so scared like we were so scared because we were like what if something happened to our mother, but at the same time, just the idea of calling the police to go do a wellness check on her to make sure that something bad hasn't happened because what if you know, why isn't she answering her phone? And we were like we cannot do that. So we were like scrambling to try to see who else we can call to go check on our mom to make sure that she's okay. And then you know she later answered and said that you know she had fallen asleep and like you know she was on the phone but I remember [the woman in Texas] and somebody did a wellness check because they saw something happening and she was shot in her room by the police that was supposed to go check on her and she was like in her bed and she was shot by the police while her neighbor called because they were thinking something is wrong there and please go check on them. And that was a black woman that was shot in her room. So I don't trust the police at all, and I was so scared for my mom but at the same time, like my fear is not enough for her safety that I would ever call the police because in my mind, once I call the police to go do a wellness check on her, the chances that they would harm her and I would lose my mother is very high. And that's just the reality of the world that we exist. So I don't think the legal system is fair and law enforcement I stay away from them and I want nothing to do with them. Ever. (ML1)

So I don't know much about the laws, but I do know that it's been very hard for the people of color. They don't have the same advantages as somebody that's white, so I know that's very true. (FBO)

My son who's now 14 was bullied all through the sixth grade, we reported to the school multiple times trying to meet with the parents of this boy, they never agreed to meet with us, and the school did nothing. My son, defended himself in his way, which was wrong. He slapped this child in May, after dealing with being bullied since September. My son was arrested at 12 years old, at Shuksan Middle School. He has a record that will follow him until 90 days after his 18th birthday. So he essentially has to be a perfect child just outside while being racially profiled, [for instance], he was bouncing his ball, shooting hoops at our home and a cop drove by and asked him where did you get the ball, and thankfully he didn't answer. He just came inside. So that's what I feel in my heart as a mother who tried and tried and tried, and then of course everyone sees the injustice. Then all the teachers are writing their letters of support, the vice principal writing a letter of support, and so on and so forth, but it was too late at that point because the family is not going to drop their charges. So that has been my experience with law enforcement, I would think that someone might be able to say, knowing what goes on in schools here, perhaps we don't need to be this harsh with a 12 year old, but that was not the case for my family, so I don't have any hope at all that anything fair just would happen. (B&AA)

I feel as people of color, we tend to spend more time in jail than any others.. I have spent a large amount of time in jail, and I just don't see that it would have been that way if I weren't of color, you know, and the amount of time that I spent in jail has actually done quite a number on me and I don't like to be around people. Because jail doesn't really help people it just, really It ruins them. And it changes who they are. (IFG)

... every time that I can, if someone has to be evaluated for detainment, or their behavior is such that we need to call for support I try and make sure that I'm there. Because I know that I'm not going to kowtow to the police, but also my role gives me some leeway to tell them what to do and what not to do. But

when I'm not around, my god the number of broken arms and busted noses and you know rubber bullets being fired at people ... People's racism is laughed off and discussed as if it were a quirk. (MHW)

I've seen people evicted and kicked out of services and discharged for responding to racism in a way that the agencies have deemed inappropriate. And I'm sitting there thinking I don't know how you didn't hit him sooner. And no consequences for the racist behavior, and I'm dealing with some of that right now in our agency and I'm trying my damndest to make people accountable for how they're making decisions about who can stay in services and who can't. (MHW)

But there are really truly, too many horror stories here in this town about the way people are treated. That I haven't dealt with that personally, is really just, I think a matter of dumb luck. .. Most bipoc members of the community understand that. It doesn't mean I'm not terrified when they show up on the scene. And they'll show up 6 or 12 deep or whatever. And I I'm not gonna stand down, but I'm acutely aware that anything could happen at any moment. ..I've had so many friends have horror stories of just walking down the street and you're just a black male and you'd get pulled over. And because something happened, you're the suspect. But in our legal system, it's from my experience. It's not even just the police. It's also the surrounding systems around it. Like I worked closely with the GRACE program, which is really supposed to be helpful for clients and I've heard so much racial micro-aggressions from the grace program case managers. .. Everyone in this system, how they talk about certain clients is really unacceptable. I went to two meetings and then I thought I was not going to go back because the A team meetings were just kind of disgusting, how they were talking about some of these clients. And these are people that are going into the homes and are supposed to be really advocating for them in that system. And it's the prevalence of racism in their systems alone as well just I think perpetuates it, and also kind of helps the police officers justify some of that behavior. (MHW)

I think about that A team meeting. I can't even bring myself to go. I try. I can't do it. I no longer have the tolerance for any of those meetings. I think I'm supposed to go to about 10 of them. I just don't even get into it anymore. They would not know the difference. (MHW)

I reported two years ago to the Ferndale police about my daughter being sexually harassed by a 12 year old in school and on the bus. The school told me to contact the police department I did that, and the police basically said they couldn't do nothing because the little boy was 12. Like where's the justice for her? What justice does she get? I feel like the only reason why she did not get justice, because the little boy was white, and had it been the opposite way around and everything, and my child was the one doing this, my child would have been arrested and everything, regardless of what age she was. (B&AA)

I don't think its fair at all, you know, any student who is a student of color, was always getting pulled over by the police or questioned or just the assumption was always that, you know, they were they were doing something wrong. Just there, you know, it's not that's not just fair. That's just bias. (ML2)

I think the experience is not good. The experience I had about five years ago with my son, his first car he bought, [it was broken into] and we realized it at 5:00 a.m. My son called the police, it was ten o'clock and the police never came. In other words, it was sad. It was my son's first car. They took everything. And they never showed up. We told the apartment manager. The manager called and they arrived in ten, 15 minutes. When we had so many hours waiting for someone to show up. It became very unfair to me from there. My children lost trust and ask why do we call the police, mom, if they never come? (FFW)

And when you are speaking they know you are Latino, right? Or from another country. And that's where they make a difference. (FFW)

Burdon on BIPOC

We have two teenage boys and my youngest is a high schooler, he just asked a girl to homecoming. And the girl is white, and I have already spent my morning crying to one friend, talking with the girl's mom, because I have always had to tell my boys, you know, you can't be alone with a white girl. You just can't, you cannot risk that. And my son's adorable and he really likes this girl, that was very clear. He's a good kid. I'm not concerned that he's gonna do anything, we talk about consent all the time, we talk about all of that, my concern is, how do we facilitate this date so that my child is not alone with this girl, which I'm sure is really fun for him to be thinking about. He doesn't know, but I've already reached out to her mom. I just want to meet the family and, you know, I'm trying to figure out how to keep my son safe. (B&AA)

And when it comes down to it, they are not going to believe a person, in our skin color over one that is white. (B&AA)

..my neighbor's daughter's husband is black, and when he moved to this community, which is we live out in the county, he specifically said he took his beautiful son down to that police station and said "we need to get to know you," He said, "my son is five, and I'm going to bring him and let him meet all your officers so that if ever any of them pick him up, he can say, I know officer Harris". I know he's doing this because he's saving his kid's life. It made me angry and also interested. But it's just unfair, we didn't have to take our [white] children down and meet every cop. (Parents)

for me personally, it's just a very much like a fear based power dynamic that I can't really shake. I'm always aware of law enforcement and very, I don't know, it's just like always something that's on my mind, whether I'm driving my car, whether I'm walking around, just like simple things like not feeling comfortable putting my hands in my pockets and stores. Just things like the way I've lived my life is very much in this like I'm always being watched in this kind of othering kind of way with law enforcement and I feel like unsafe [even], like maybe participating in various protests and stuff or demonstrations I feel like I was just different than everyone else and its easy to like pick me out. (SJA0)

I don't trust law enforcement in general. ... I also am fortunate enough in this community especially during wintertime. I just get pale and I just try and pass and survive. I learned growing up around here certain techniques of how to avoid drawing attention to yourself, right, we all do that. So what kind of car you drive, how fast you drive, are my windows not too dark - but just dark enough where you can't see really what I look like - a lot of different things, making sure your tabs are not expired, obviously it'll give them an excuse to pull you over. (School)

...after Trayvon Martin's murder, [my sons] had these little soccer hoodies with their name on the back, and refused to wear them after that, because they were five and seven at the time and all they heard about was the hoodie. And so they didn't want them and my younger son asked me if he was a bad boy. That same son at the traffic stop, like there was a suburban police car next to us and he just lost it. Screaming, "Mom you have to go, Mom they're gonna hurt us" I talked to my husband, we decided we needed to take a trip down to the police station. I want to say this was around 2015 or 2016 it was in the Herald and not the story I would have written for the Herald. But we went down and said look, you know, we've got to talk, we live here, our kids are terrified. These are the kids that are going to run. Okay these are kids that are going to run. Not because they've done anything wrong but all they've heard their whole life is

police killings of kids that look like them. We had over two hours long meeting where we talked with the officers and offered my children to ask other questions. Our oldest opted not to go at all, she was a senior in high school, but our younger sons when they showed the boys, all the, you know what's in their cars and the guns and what you're supposed to do first, second, third and how a fatal shot doesn't even enter the picture until all these other things have been exhausted. And my children said, "well how come they didn't do that in this case?", and to watch the officers have to answer the needs of the children was really interesting. (B&AA)

I personally do not feel like it's fair. From my own experience, I guess just because I have had negative experiences, unfortunately, with the police in Whatcom County. I also have many friends who are bipoc, who have had very negative experiences that have been very traumatic to all of us, unfortunately. I don't want to get deep, too. It's kind of like emotional for me to talk about, but there is a lot of things that could be done like more trainings, possibly. I've had friends and myself have very negative experiences that I just don't want to get into right now. (HES)

my experience with the families that I work with here is if you are a non legal immigrant, and you don't have the documents, there's the fear that the law will not serve you so in the case of child abuse, for instance, some people will not report because they might be undocumented. So the repercussions of accessing the legal system for the rights of the child who might be American, it's holding people back from reporting. So the fear of what would happen if I bring something that is obviously wrong, like child abuse to my family, or I'm not the breadwinner, by my partner is, so what would I do about domestic violence? So those barriers exist for the undocumented. (ML3)

Awareness and Funds of Knowledge

But we had our own conversation, and [the police] lamented the fact that they are the first ones called for a psychiatric complaint, and they have no safe training, but they are being called into situations that require their hyper vigilance that they're afraid that they're not properly trained. They were pretty vocal about how unsupported they felt, how undertrained they felt... I can see the officers wanting more training and more support, so that they can feel better equipped and I've also been on the other side where, you know, I have the kids who are going to run. (B&AA)

[I had a good experience with the police]. He gave me a 20-day warning. And if I didn't repair it, then I was going to get a ticket. All I had to do was repair it and show the paper where I had that problem fixed and show it at the police station. And that was it. But it was because I got a good cop and a good person. Now, when they prepare people for police officers, for any agency that's going to give a service to the public, they also do these psychological tests, don't they? Why not? From there to put a stop to someone who has racist tendencies or homophobic tendencies. Then they see that someone is not able to serve the public. Don't give him his job no matter how strong he looks to do the job, no matter how smart or whatever he is, if he's not going to serve completely, don't give him the job. (FFW)

What is missing here for our law enforcement officers is regular and consistent training to bring them up to speed on what they need to do. And also, there are programs within cities like Portland and other cities that actually have response units that deal with mentally challenged people that are going through mental episodes. So, if we could develop a unit that was our law enforcement team. This area's not that big. Just a few units with the fire department, and with the police department we would do so much better. Just

working with Opportunity Council gives me a perspective to see how to respond to trauma informed care and things of that nature. And I think as possible, very possible. (B&AA)

I feel like it could be a good place to start with more cultural awareness for sure. I feel like we do try to do our best job to be fair, and make sure we evaluate the cases. But we can only do so with the cases that get sent in to us, [and we see] a lot more minorities, and why is that? Is there something going on there? Do we need to examine that in the sheriff's office? (Pros)

I think this also circles back around to comfort with proximity, because all the trainings in the world, don't change what truly runs through their hearts and minds when they are faced with a black body. And I don't think that we'll stop dying until they have that healing. We talk about our trauma all the time, but they are traumatized, too. Their DNA is traumatized. You don't watch things like lynchings, and you don't come from a lineage of slavers, and not have an epigenetic trauma in your DNA too and I do believe that they are afraid of us. I think it's ridiculous and unwarranted. But it's also deadly. And we won't fix it, until they look at us and see someone they love or care about. If all their loved ones and everyone's goals and all the people that they deal with have white skin, no matter how many trainings they have in the US, they're gonna see us and respond with fear. (B&AA)

We express differently. The way we relate with one another is different and it's okay. White doesn't need to be the measuring stick, the way they communicate, the way they have disputes has nothing to do with me and my household or my community. I don't need to be more like them to be more palatable. They need to broaden what they see as humane, to include me in my community and take us very seriously. (B&AA)

I work in the foster care world, so I'm in court all the time. And data shows us that people of color and indigenous people's children are removed a lot more than white kids. I think because of bias and I think one of the worst kind of biases, people that don't know they have it, because I do believe we all have bias, but we need to keep those in check. I think one reason is just bias towards people of color. (SUMAS)

I think it's very hard these days for the law enforcement people out in the county and I just don't know if the officer is racist, or if they don't like a certain person or a certain race or something.. what did [the officer] do to trigger the guy to say, "hey, your dong this to me because I'm this color?" I'm really torn because is that guy just saying that because he is of color and that's what people say or I honestly believe that why did he get involved [with the officer] anyway? You've had to have done something to trigger them to come up to you or to pull you over or something like that. I'm saying like, they have an extremely tough job these days out there. I mean, people carry weapons. I think it all comes down to if those people would just do what [the police] tell them to do and listen to them. I think half the stuff would happen but for some reason they think they don't have to listen or they have rights not to listen. I think if the people would just listen to what [the police] are trying to do I think everything would be way, way better. ...[This is] both ways. If the suspect and the police could just talk and listen to each other, I think that will solve a lot of these problems. So, I figure there's a lot of "Oh, you're only doing this because I'm this color or this or that. I hear that always first and I'd be like, how did they get to this point, if they would just listen to each other I think everything would just be fine. (NES)

I have two ideas about this. One is that this is a cycle. And it's like a mathematical formula, desperation of someone's life circumstance equals frequency of trips through the justice system and the frequency of that distills in the Justice Department personnel a certain distrust for this person or culture or race, and

that distrust equals maltreatment. Maltreatment equals desperation and it starts all over again. I think if you take away the desperation of people's lives, everything calms down a little bit and cultures won't be overrepresented in our justice system. (NES)

Representation

I'm working with a survivor who doesn't have access to a phone or doesn't have access to transportation or able to afford a bus pass to come to court, and their experience as a survivor in the system is going to be very different than someone who's reliably calling back and coming to court and having their voice heard in different ways. I also have heard comments from survivors in the past about frustrations that there are no advocates in our office that look like them at this point. We have three victim advocates and two of us are white and one identifies as a Latina. But when survivors of color are coming into the office, and [they don't] see anyone that looks like them to represent their community, they will have a different experience than maybe they would working with someone who is from their same community. (Pros)

And we certainly saw there that the women who were using the YWCA services didn't even know how to access the legal system. You know, there's a lot of people that don't know how to advocate for themselves or get connected. I mean, when you're saying "just and fair", I guess just and fair would mean that everybody equally has representation and that all voices are heard. I think that's part of the structural problem that we need to figure out how to overcome legal and government all kind of goes together in that structure. (A&C)

I would like to see more people of color be part of the police. We're lacking people of color in the law enforcement. ...Nobody could actually go and talk to a lot of the immigration officers except me. They accepted me because of my background, and I stood my ground ... it would be nice to have individuals if within Lynden, or Blaine, more people of color, somehow another tied in to the law enforcement, if it'd be for speaking wise or, or mentoring wise. We know our people, we understand. We know our background, we know the courtroom and we have a better handle than other ethnic groups... (FBO)

You're supposed to be able to have a jury of your peers. That's very difficult if there's no other black people in town. And also, it's difficult for the indigenous people, because most of them don't live in the city. So if you are charged with something you're very unlikely to have anybody on the jury that looks like you, or could identify with you. (CE)

By collaborate, we want more than just sitting at the same table. We want them to actually listen and absorb our history and our experiences and what we need. Most times tribal people are forced to absorb what they're bringing to us. Like assimilation, they're trying to force us into fitting in here, into their system. (NT)

I think of law enforcement that there's not a lot of police officers or firefighters or EMTs of color and even out at the reservation.

Organizational Structures and Systems

...translators are a big deal, because people do not understand what's going on. And court is complicated. And being in a system that you don't know anything about and has a lot of moving parts, that has procedures, and you're just, you know, being put through it, like a machine. So if we can communicate better, and that makes things much more fair, because the people with resources hire people that understand the system. And the people without resources, they go through it not understanding what's

happening to them, they can't take advantage of the programs or the opportunities or even motions to dismiss, they get convicted more, all that stuff happens. I think communication is a big key. And we can improve that. (Pros)

I think that the criminal system - they have to dismantle it and rebuild it again, because I think that there's a lot of laws in there that are very old, and they're not beneficial to any people of color. I just feel very strongly that somebody should review all those laws, because I've seen that there's quite a few people of color that the criminal system does not defend, and they don't benefit from it. (FBO)

On the Lummi Indian Reservation, people don't look at us as a sovereign government. And we are a sovereign government we have our own law and order and we have our own court system. However, if you're not a Lummi, you cannot be arrested by a Lummi police officer. The Lummi police officer has to dispatch the current local jurisdiction to come out and do the arrest on our behalf. (FBO)

I don't know what the data says, but I definitely get looked at much more closely whenever I'm seen interacting with a person of color. Because the automatic assumption is that I am doing something to that person that is unjust. And I kind of have that constant look of suspicion when I'm doing my job because of it, and it does make it pretty difficult. I'm not saying that scrutiny is bad. I'm not saying that accountability is bad. I think those are all really good things. But we've really just gotten to a point where we are primed to assume the worst of whatever we see and then just run with it. And that's just become really, really tiresome. (LEFG)

you know, there's a lot of bad cops, no question about it. But there's a lot of good cops. (LFG)

I believe what we deem as unjust comes down to the judges that we elect. .. if we want change, we need to get more of the - and I truly hate the term people of color, just because it's just another way to separate - but in order to get change, we need more people of color to be informed voters, especially who we're electing into these seats, and the seats are the ones that are changing our lives. You know, if a judge decides to go above and beyond or not give someone the justified amount of sentencing or more sentencing then what's required, that judge gets to go home and not even think about it. His life does not change you know, the person's life who goes into jail, who goes into prison- their life has changed forever. Those families are changed forever. (CS)

I'm very concerned about the intersection of mental health and our legal system. (CE)

the jail is always a concern and issue. One of my good friends, her son is Hispanic, and he got arrested for drunk driving on New Year's. And they went to get him. It was a holiday. And then it was the weekend, and there were all these things. He's a 21 year old kid who made a mistake, right? He couldn't get bail for 48 hours, and he was in the Gen pop. It was a pretty scary situation. And we know the jail is unsafe. ..I do think that local jail in terms of looking at the legal system and our bail system and how quickly the turnaround is .. we need to have some structures of, does the crime fit the punishment, you're accused of something, you still have rights, and you're innocent until proven guilty. So why are we locking people up or setting really hard bails or waiting to get in front of somebody to even have your rights to be addressed? So there are some systemic issues with that jail.. (PW/U)

I feel like the city is like working on the alternative Response Team, where they're trying to have a non-violent police response deal and there's just not a lot of public information or ways to connect into the

development of that. I kind of feel like that reflects on how fair these processes are, like, the funding is less than a million dollars or something (SJA0)

if we look at the way our police treat houseless people, the amount of money that it spent to go and bring in Homeland Security and all those folks there could have been directly invested into housing and such. The way we think about how we solve solutions still is completely unfair. (SJA0)

criminal justice is like industry now. Private or private investors. I was listening to an interview with an officer the other day and he said, we don't have quotas, we have expectations, and that was really eye opening, because yeah, they don't have quotas, but the expectation is to have so many arrests every month, have so many stops and arrests and bookings. And so it's like this numbers game almost now, where it's like, we need to do this to justify our budget and if we don't do it, then we're not serving the community. You know, we're gonna have less cops, less cruisers, less technology to do the job when the job needs to be done. .. I think if we were to look at that more closely in a court setting, and have maybe some alternative, more alternatives for those situations, and it could facilitate justice and resolution and all that, but the prosecutor has to get convictions. (PDef)

let's abolish the whole thing. You know, - reformed doesn't work. And, you know, watching how everyone reacted violently to the defund movement is people like a lot of folks with the power and money aren't ready for any kind of change. (SJA0)

I do feel like there's sometime misunderstanding of not just someone's native language or their main language but even just what this language means. We have lots of jargon and codes and all these things that are not for anybody to understand, you need like an expert to understand. I feel like that makes it super unfair for people because there's this jargon, there's this cultural language. It's just so hard to understand. (NVFL)

Equal Access and Inclusion

I was called on for jury duty. And in the screening process, it was a drug case presumed dealer. And what came out in the questioning of the jurors was it must have been upwards of 70% of the people who were questioned, had some serious drug and alcohol abuse in their families. That there was a history of almost every possible juror commenting that there may be a potential bias and that woke me up to the extent to which families are affected by substance abuse disorder in our community. (ML3)

..my eldest son keeps having things happen to him. He says, but they don't come here anymore. I prefer to buy back what I lost. So it's very sad, because they no longer have the confidence to call the police to report something, because they are Hispanic. (FFW)

Indigenous

I can only speak on our treaty rights. Or practicing our treaty rights. Say for instance, we have a 418 Conservation closure. GMU 418 is a General Management Unit where we hunt elk, but it's under. I guess you could say it's a restriction. Bull [elk] only. This GMU closed in 1990 - there was a verbal agreement between the State and the Tribes because the population [of elk] went down. So for conservation purposes, we decided to close this area. The state decided to open the area back in 2006 and they opened it to all hunters under a state tag. Now, that to me, says that the state assumed jurisdiction of this GMU, so we went up there and we talked to them. The conversation with one of the agents out there turned into I guess an apparent threat where they said that I threatened an agent and they called the FBI on me and

they followed me. I was down in Big Bear Lake on vacation and they had suits go there and talk to me about this saying I threatened one of their agents because I brought up the judge Bolt decision. Now since that, we had conversations with the county prosecutors in Washington State because there's nine other tribes who hunt this GMU. It came to a point where the county prosecutors said that if you are caught hunting in this area, because there's two counties where this GMU is Skagit County and Whatcom County. Both county prosecutors said that if you guys are cited in GMU 418 goes to county court, they're going to turn it back to the tribes because this is a treaty rights issue - not a county issue. So it shows that they at a certain level are honoring our rights. And in out of fairness and out of rights, they are saying "well we can't interfere in tribal issues" which they can't really do anything anyways because then it becomes a US versus Washington State because our treaty rights are federal rights. (NT)

Yeah, our treaty rights are like inherent rights. And we're constantly having to fight and explain what a treaty right is. And we're always leery of things going to court because that sets legal precedents once a decision is made, and it not only affects Nooksack, it other tribes as well. So you know, we're very cautious. (NT)

And a lot of people don't understand sovereignty and are constantly attacking our sovereignty. And when you don't understand something, you fear it. I think a lot of people think that treaties are outdated, or, constantly challenged and you know, this is a treaty between two sovereign nations. And you look at all the case law for natives - not only Nooksack, but Lummi, just natives in general that once there's case law it impacts all of us. So, you know, we have our people being arrested for hunting for fishing, you know, look at Billy Frank and his story - how many times he was arrested just for fishing on the Nisqually River. Just because of Billy Frank, and his fight, you know, and we still are fighting, we're still fighting that fight. We may not necessarily be going to jail, but it's still a fight between native and non-native fishermen and crabbers, and you know, it's modern day war. (NT)

Pleased with Current System

I feel like our system is exceedingly fair. I was a prison chaplain in Southern California for six years. And I visited prisons in Brazil, Peru, Philippines, Indonesia and Thailand. And my experience of walking through those prisons, and then coming back to our prison system for representation for access to lawyers, even if you don't have any money, you know, to cleanliness, food, the whole thing comparatively to what goes on around the world. The United States has the most fair and just criminal system in the world. It's filled with problems. But they pale in comparison to what's happening in prisons around the world. And so, yeah, I think I think it's incredibly fair. (NVFL)

Question 6: Please describe your relationship with local law enforcement, as relate to any personal interactions you've had with them.

Prejudice and Racism

Farmworkers [and] Latinos get racially profiled all the time. They get treated really badly, and spoken to like they're nobodies. They're afraid of being stopped by police because of their relationship with

Homeland Security. And there is a good old boy network between policemen ... So there is a law enforcement club type of thing going on. Because there's so many law enforcement people in Whatcom County, from the feds, all the way down. (SJA0)

I ran into a lot of bad officers... one time I was on crutches and had an officer sit there and hit me and push me when I was on crutches. I wasn't doing nothing, but because I wasn't walking fast enough. ..but then there's other good officers now. So yeah, it's still rough. (CS)

My personal experience with law enforcement has drastically changed being married to a deputy. And to me it's going to go back to people fear what they don't know. So when any police officer did not know me, of course the way that I look is semi intimidating. I'm tattooed. I mean, look at this mustache, I look about as Mexican as it gets, you know, and so it's one of those things that like people do is they're gonna make an assumption until they talk to you until they get to know you. (CS)

In Everson when we first moved here, and the police chief at the time, actually took a few of his officers to my husband's office, and was basically like, this is so and so - it's so and so's husband. and made sure to make that connection in an effort to be like, "okay, don't mess with him". And I felt like that really says something that he felt like he needed to go and do that. And, of course, like we're thankful for that, because, he was obviously trying to protect him from whatever, but that just really speaks volumes as to you know, being a black man in this community. (SUMAS)

I would say by and large in my own personal interactions, They're fine. Like I don't hate police during witness interviews, and they are nice to me because I'm like, I don't know why, but you know, I don't give them any reason to feel threatened by my actions or my appearance or their judgments about me or anything like that. So like, I have a fine, general relationship, but I've had some really horrifying interactions that include, like a cop who I interviewed who expressed during the interview exceptionally racist beliefs that led to his sort of recognition as a police officer with what's called potential impeachment material in his record because he completely stereotyped and prejudiced people from other races other than his own. And so I mean, I've had some really horrifying experiences with individual officers. I've heard through clients of really sickening behavior with officers. I've come across really terrible behavior by officers, you know, either through their own statements or through what I've learned about them from reliable clients or enough clients who may have questionable reliability but all report the same things that. (PDef)

Oh, this is where my white privilege definitely steps in, man. They're always great to me. I always get just what I need. You know, that's their job to protect white people. And I'm one of them. Yeah, I'm gonna say their job is to protect white people. (CE)

I live right on the border of South Hill and Sehome, and I feel like where I live affects the way I'm treated by law enforcement. It's interesting. There's just a sort of a, almost like a different level of respect, when they show up out here. (Parents)

The actions and the symbolism that they have put out is contrary to all the rhetoric that they give community. One of the strongest symbols or behavior of police is that when they talk to you, their hand automatically goes to their gun, it just rests on their holster and their gun. And that is a very strong, threatening action. And that happens a lot with people of color. It is white fear, I think that law enforcement is afraid of people of color, and that fear creates violence against us. And that violence is physical sometimes, but it's also that micro-aggression type of thing.. they're afraid of you and there's

nothing we can do short of turning white to get rid of that fear that they have about us... it's deep seated in them. And in there, it's almost like they get training on how to be afraid of us and I think that's something they need to address. (SJA0)

Burden on BIPOC

I guess I've had some pretty traumatic experiences at the hands of police so I always kind of look for them and have pretty bad anxiety when I do interact with them. Especially after January 28, that's something that I like still have nightmares about. And just like how violent they were literally felt like we were in the middle of like a war. (SJA0)

I mean, literally, I have a policeman that lives two houses down from me. I have another officer lives across the road from me... And at least with me, the interactions have been positive. Um, you know, my kids being pretty young, you know, they're still at that cute age. ...when does, my little five-year-old guy, you know, what if he grows up to be, six two or six four, you know? I mean, yes, things seem positive, but I mean, things can turn in a second. And despite all the positive interactions, there's always that lingering fear...my dad tried to explain that to me, when I was younger, and I didn't really understand it, but I mean, there's that lingering fear that, you know, keeps me awake at night. Because you just never know how quickly things can turn. (FBO)

I will add that [BIPOC] always think about [interactions with police] whereas like for me, I've never thought about cops. I'm worried that maybe I'll speed, they'll pull me over. But that's it, that's the extent of what I'm worried about. Never have I been worried that they're going to do something bad to me. (Parents)

He always has to think about the police and what will happen [as a BIPOC], whereas I never have [as a White person]. (Parents)

I try to be friendly, you know, they drive around our neighborhood or if I'm out walking, I try to wave so they realize I live here and I'm not a stranger. You don't need to pick me up or anything. Again, I'm the only Asian in my communities so I certainly don't fit in. But I have some of that a little bit of fear that. Yeah, if I did need to call them, they would just be like, you know, do you really live here like, why are you here, because yeah, I obviously don't look like everybody else. (AAPI)

the other day she had a car full of people and they were just leaving church, and all of a sudden the lights are on behind her, and she said it was just so viscerally terrifying, and she pulled over, and he was just letting her know that she had left her purse on top of the car. And she said you know you think that would be like a happy story except that you're still terrified, and your adrenaline's still up, just the way that it made her extra sad that even a good interaction can be poisoned by that realistic fear. (Parents)

...the police come to the school fairly often. Um, which I, I know really stresses the students out. It really makes them feel scared and stressed. Um, we've been having a lot of vandalism at the local high schools. So kids trashing bathrooms breaking stuff. It's been an ongoing issue. And the police are called and it seems, in my opinion, to escalate the kids, they really get stressed out. Yesterday, we actually had a lockdown which was really scary. We were locked down for like three hours. The police came with canine units. There was a credible threat that someone had a gun at school. It was very scary. Um, and it was really intense. And it just, I, I guess it would just say it seems there's a lot of intensity and comes in this fairly escalated way from the beginning. (A&C)

Inequity

Mine have always been extremely positive. I don't make an assumption that they're after me, of course, if they're walking down the street because I just want to get to have my low white bubble entitlement middle class bubble. I'm sort of immune from that. I've had nothing but really excellent interactions (ML2)

I think about this as a question for me. I think what shows up for me is a little bit more patriarchal right. My experiences with cops have more to do with me being a woman in that space than race. (ML2)

I'm just a 30 year old white dude with glasses. And it seems like all the interactions I've had have just been kind of chummy, like, how's it going, man, you know, like passing by on the sidewalk or whatever. And I've never been scared or even getting pulled over and there's never been any element of fear in those interactions.

Representation

Yeah, I would say again, representation matters. There's everybody on the police department here is white and Everson and Sumas - no people of color. I would say cultural awareness training, and having a professional come in and talk to them about that is a start, but also a lot of people on our police department are from here. (SUMAS)

I want to bring up something that's troubling. I am overly concerned recently about this public representation. It's called ammo and grace I don't know if you've ever heard of it but it's good people with good hearts that now I think ever since the situation with all lives matter and then blue lives matter and all that, I think that's when this came up more in my more conscious level, but I'm really concerned and I'm kind of scared about the power that they've had. But their message if I were to interpret it is whether it's a man or woman, goes out to defend people every day, I have to deal with the fact that he or she is in jeopardy, and they're willing to live this lifestyle so back off and quit saying that cops are bad. And it started out as a little message and people are going like, oh all lives matter, oh yes we care about black lives but we also care about the good cops in it. But in the last bit, it's just becoming ugly. And so I guess, as far as I say, with my relationship with local law enforcement, it isn't necessarily local law enforcement, but it's the people of privilege that are defending cops over the fact that something has to change. So that's what's on my heart right now. (Parents)

Equal Access and Inclusion

..a caregiver that sharing a lot of frustration about calling local law enforcement and not getting any response or feedback because she had a very thick accent. And so they never took any of their concerns seriously, until this individual ended up getting hospitalized. And so this caregiver had multiple phone calls that they made to law enforcement and they were never taken seriously just because of how they talked and that, English was not their first language. (MHW)

Awareness and Funds of Knowledge

I know de-escalation with police has been a big issue, but I think that there is a huge problem with that. I think we're trying to address this a little bit as a community, but I think the biggest problem with that is how much police are expected to deal with things that are not crimes. There's nothing really criminal happening, but there's some assumptions that a crime could be happening. And so like homeless camp, or

other things where the police are expected to come into a mental health situation. And I've experienced when I was working in DV SAS, I experienced that a lot. That was our protocol for when someone had a mental health, breakdown, and I think a lot of organizations, that's their protocol, and I've never seen it make the situation better. And it usually exacerbated that person's mental illness symptoms that they were having at that time. I think it's just beyond law enforcement of having more alternatives that actually work. (A&C)

Need more training and relationships (HES)

Safe Places and Accountability

It feels more comfortable when we sit at the table - when we're sitting level to somebody, when somebody doesn't think that they're superior to us. If we're at the table and it's supposed to be government to government that we're equal. ...and once you get there, then the conversation goes smoothly. And everybody has an understanding and we walk away with something.

I honestly feel like it's great. The only time I've ever gotten in any kind of truly negative interaction is in the city of Bellingham. When I get flipped off by random people driving by just because I'm in a uniform. Constantly, I have people drive up while I'm parked on the side of the road and try to hand me a coffee card or just pulling over and thanking us for what we do. I can't go to a coffee shop without having at least one person walk up and say, "thank you for what you do. We appreciate you being out there. We know it's tough". I really think in Whatcom County that law enforcement has a great relationship with their community. And I think we've worked really hard to build that. I can only speak for the Sheriff's Office, but I wholeheartedly believe that all of us are out here doing what we do because we want a safe community. We love being a part of a community and that respect goes both ways. I've run into former inmates outside on the streets. I can't tell you how many times they're all just eager to tell me how well they're doing or you know, it's not a negative thing. I think we've got it really well here. (LEFG)

... almost everybody I come into contact with, from the side of enforcement, almost every interaction is positive. Even if I'm writing someone that ticket, the last thing they say to me is usually "Thank you". ... I think generally we do enjoy a pretty good relationship with people. (LEFG)

We are very fortunate to have the relationship that we have with our community. (LEFG)

A Call to Action and Consequences

I did a lot of stuff when I was gang bangin, but, you know, that's my own fault. That's my fault. You know. That's why I want to give back to the community and do a lot of things... Ever since I got out of prison. I didn't bang. I'll sit there and like do stuff with the police. Like, car shows and stuff, or fundraisers for them. You know, bring out for fallen officers, you know, even just anything for children, women and the homeless, you know, stuff like that. Help the police officers, and fire departments. You know, that's what our car clubs about and pretty much they're seeing that we're good people and you know, different race and even though we all got tattoos and ride bikes and low riders. But you know, we're just like everybody else. We're good. We're family people. We drive around with our wife and our kids, I get officers to pull up next to us and give us thumbs up and keep going. (CS)

Organizational Structures and Systems

...can you get a bad cop? Absolutely. Can you get somebody who just wants to be a dickhead and wants to show that they're a bully - to me those guys were the jocks of the varsity, right - they just want to push around the underclassmen and they feel that they have more power than me because I'm considered just a citizen and they're law enforcement. (CS)

Indigenous

I think between the tribal police and the sheriff's office, we have a pretty good working relationship there. Jurisdiction is still often a topic that gets convoluted. A lot of our tribal lands are trust lands and not reservation, which requires the state and county to be involved in any law enforcement activity on those lands and then our people aren't happy with that because they'd much rather deal with their tribal police than the sheriff's office. (NT)

For general law enforcement, Sheriff, Sheriff's Department, deputies and city police, I don't think we've had issues you know, there have been occasional issues but quite honestly that was a personal issue. However, on the other hand, there's the Fish and Game officers. Those are the ones we have issues with. Those are the ones that are out there trying to tell us our treaty rights. They want to tell us what we can and can't do out there and what their jurisdiction and our jurisdiction is. And that's what happened when I had the FBI called. It was like, "we have an Indian out here, who's talking and who is speaking up". So you know, he's considered an activist kind of thing. The relationship between tribes in WDFW is not a very good one. I think everything that's negative goes towards our resources. And we are fighting for our resources every single day. Our cultural resources and natural resources are like that. They're not different. It's the same. (NT)

Every single day is a fight. It's like we get up knowing that there's a fight coming. We're still in the fight and that aint gonna change. I think if we go to the schools and we have them teach the Point Elliott treaty, there'll be an understanding. That's where the big misconception is, people outside think that we get everything - that tribes get free everything. No we don't. I mean look at my dad. He's a strong man. You know, he's 76 years old. And he asks me how you doing son when we're hiking. But this is because he's been fighting every single day of his life. He's his green eyed, pale skin. You know, not wanted by the outside community and had to fight for his seat here in our Nooksack community. ...I mean, that's just who we are as people. We have to fight every single day, every single day. There's always a fight, even within our own people. So, that's why we have strong people you know, because they're resilient. They know they have to fight and they let it just roll off their back. Because the fight continues. (NT)

I think it's important to mention that when we talk about fighting, we are not coming on with aggression or hostility. Based on our traditions and our values, we usually come to battle with grace. We know that this is our territory, this is our land. And we've allowed settlement here. And so oftentimes tribes are perceived as being aggressive, or wanting to fight in a negative way. And that's not true. We often come with grace and do our best to move forward in a good way. (NT)

Question 7: To what degree have you ever tried to access a local service or program and had a negative experience based on your race?

Prejudice and Racism

I've been in contact at a local food bank, and my father was just trying to grab some food. And there's I think this one lady there like a family right behind us, and I guess my dad was just trying to grab some fruit and they were getting mad and stuff. And they yelled at him, told him to go back to his country, and stuff like that. And my dad doesn't speak English, so it was hard for him to fight back. But there was another man that helped him out and he talked back to the person, you know, so yeah, he had his back. (SFF)

I was trying to buy a house in my neighborhood. So I know my neighbors know who I am right because I'm black and they see me but the person when we did not move forward with the home, kept my deposit and refused to give it back. And when my real estate agent asked, 'why are you holding it?' to the other agent, the homeowner said, 'because we don't believe that she tried in good faith to buy the house'. And so I had to get an attorney to get my deposit back. And all the attorney did was write a letter to say, 'we've reviewed the contract, there is no reason for you to hold this \$5,000 deposit'. And they couldn't respond to that. So they let it go. And it took me like eight weeks to get my deposit back. Only under duress from a letter from an attorney. But it felt like a real it felt like an assault. It means speaking of belonging, that's when I was like this. I don't belong here. These people don't want me here. (FBO)

I did as a mother. One of my children, we were trying to enroll him in that accelerated path, and we had to fill out a form about our family demographics. And it was interesting because they saw from the deficit perspective, they assume because I speak Spanish and we raised the kids bilingual, they put us on a path for what we wanted was a gifted program, not the other side. (ML3)

I've definitely heard clients complain about being profiled in medical settings where they like keep getting questions about their drug use when it's either not relevant at all, or it was like a really long time ago. And it's made it so some of my clients actually didn't even want to be involved with me as a counselor because they just completely lost trust in the system and were really traumatized by the experience of trying to like better their health. (MHW)

We actually tried to take a kid the other day to get a physical at one of the walk in clinics and we made the mistake of the two male councilors of color going with the kid. Suddenly, we were told, "you don't have to have an appointment, come in at this time and it will be perfect". And then they were like, "well come back at one" and then some guy in the back said something like, "no, they gotta come back at six now". It's like six?, okay, that's not going to work. They end up setting the appointment for us a day later, but that kid was unable to wrestle for a day just because he and I got in the car was like it was a mistake. We should have had the white counselor. At least go and interpret for us the need for services. (School)

Equal Access and Inclusion

I'll just say I've worked a lot with getting people into resources. On the behavioral health end, and it doesn't even come up. Like it's a non issue. It's just whether or not they have openings. I mean, Unity care, you're going to be nine months out no matter who you are. So you know, we have an issue getting people in to some mental health programs, but it has nothing to do with race, ethnicity, sex, or gender, it's just, we need more providers. (LEFG)

if you don't have time as a resource that's even harder to get the things you want. That's always been a barrier for me. I have to work two jobs at a time to make things happen or meet bills and stuff. And so trying to schedule anything outside of that is hard, but that's not really an impact based on my skin color. (SJA0)

Inequity

I've had a lot of doctors assume that I was being overly dramatic or that I was lying or that my symptoms weren't bad enough. And one example is, I took Wellbutrin for a while for anxiety, depression, whatever. And I started getting really blurry vision and not feeling well and had some other symptoms. And I went to see my doctor a couple times. And they were like, Oh, you'll get used to it, you'll be fine. A couple weeks later, I had my first seizure. And then over the course of the next six weeks, I had two to three more that we know of - one requiring me to be hospitalized. And when we were at the doctors it was at St. Joe's, we told them I'm on Wellbutrin. I think these are side effects. I know that had been taken off the market many years ago for a period of time because people were experiencing seizures. And they're like, "Nope, that's not it". My mother, a white woman, comes in and says you know, she's on Wellbutrin and it's probably causing her to have seizures and absolutely they all jump to you and were like, "oh my gosh, you're right. That must be exactly what's happening". I'm a grown adult woman and like my mother had to come in and tell them the exact same thing I was telling them for them to take it seriously. Stopped taking Wellbutrin. Stopped having seizures. My doctor was like, "Oh, why didn't you mention that?" I was just anxious and stressed and freaking out and didn't have the wherewithal to file a complaint or do anything about it because I think that's also part of this system is that they make it so challenging and so difficult that even once you realize that your rights have not been followed through with, you don't have the energy or the time or the ability. I work full time and I couldn't take weeks off to go like harass this doctor and make them own up to it or provide proof and evidence and get all my records and they tried to use HIPAA against me saying I couldn't get my own records. ..So then I just got a new doctor because that was the only thing I could think of to do. (MHW)

I'll just say no. (ML3)

No, not because of my race. (ML3)

I have not I am white (HES)

I went to the hospital for two weeks almost. And that's because they basically kind of kept saying that I was overreacting about my symptoms. doctors were basically saying, Oh, you're overreacting, like nothing's wrong with you. And I was actually very sick. They're like, Oh, how long have you been feeling this? I was like, I've been here kind of like two weeks, dude. Like, I'm not feeling good. And some doctor who was bipoc actually listened to me. And they said, Oh, this is your health issue. (HES)

I've had children who were sick and had to be hospitalized and their parent had a thick accent. And the doctor wouldn't talk to them. They talked to me, and I'm not related to them. I was like their teacher in the classroom. I was like their when they had the seizure or whatever happened and went along with the family just as an extra layer of support. And they wouldn't even talk to the Mom. And I was like, "no, I am not this child's caregiver. I'm not their parent. I can tell you what happened when I was with them. But we really need to talk to mom and mom needs to be the decider of what we're doing here". (MHW)

We try to get services for our community. 90% of the time, it's negative and 95% of the time, my community just doesn't want to go. And the only way that they will access those services is if one of our folks goes with them, and then follows up exactly the processes in any service in Whatcom County that is not equitable to people of color. And it all depends on the people on the frontlines, you know, whoever's on the front desk and all of that, but I think it goes beyond that the people serving people of color, it's just the way that the organizations and the institutions are structured. They're overly bureaucratic, they're

structured to make it more difficult for poor people of any color, actually, even white people to access the services. It's a clear position of "it's your fault you're poor. Somehow, you got this problem". So they make it harder for you to get any kind of help. (SJA0)

I had a pretty bad experience with my first pregnancy in Bellingham, with getting refused to be taken on by any of the midwife agencies and then eventually going to Peace Health and them treating me very, very poorly. So much so that I had the midwife call me and apologize afterwards. (MHW)

I think I am a pushy white woman who usually gets what she sets out to do, and I've seen a lot of it. I do think that I've had a few situations where I've been like okay, that guy is not going to respect me because I'm a woman. But I tend to not care. I have the confidence behind me to do that. ...I can't imagine what it would be like for somebody of color and female. I mean, that must be 10 times harder. (NES)

I have over my oldest daughter, when she started acting out and started running away I couldn't come to our tribal community because she's non tribal. She's not registered as a Native American. She's not registered as Native Hawaiian. She's not registered as Hispanic. And then when I went to the county, they say, well you live in a Native community, so. And the way we were treated by the State, was we were unfit to be parents. It's not what they said, it's how they said it. And being a native man, I'm no stranger to how we're treated by the outside community. And the way it was dealt with, our hands were tied and neither party is better for it. You know, my daughter, she's gonna be 30 years old. And she's looking at time in federal prison, in penitentiary, and she lived on the streets for the last decade in LA. Had we had the assistance from the state at the time I know the outcome would have been different. I could say that I'm the only one that feels that way because it was my daughter, but I've seen it happen to other families since my daughter and I've told them and I've shared that story many times with other families. (NT)

Two weeks ago I went to Jagers of all places. I love jagers but that was not a good experience for my husband and I. We both got to our car and we both said the same thing. I was followed by three different employees. And every one of them asked me what I was looking for. And I told them I was browsing, you know, because we were looking for SmartWool stuff to get us ready for paddling season and I felt really uncomfortable there and that was the first time I felt uncomfortable at Jagers because you know, that's a store that's been here forever. And it was a really weird feeling and just to be followed around and questioned and not even be able to browse the store. And I haven't felt that way in a long time. And I was pretty offended by the third person that asked me and I finally said to him, I'm not going to steal anything. You know, I said it, and the look on his face was like he was appalled that I verbalized it, but he was following me around like I was gonna steal something. So it's okay for him to follow me around and make me feel uncomfortable but for me to say something to him, he is taken aback by it. So that was the first time in a long time I felt uncomfortable in a store that I went to. And my husband felt the same way, and he was followed to in different sections of the store and I was really disappointed in that experience. (NT)

as an adult out here I haven't really experienced anything but I'm very outspoken. I will not take anybody's crap. ... with my wife's new position, there's like a few community members and like even teachers that won't come to her even though like it's her job to work on certain things, they'll still go to the white principal. And there have been parents that have told my wife, [they will only talk to white staff]. (SUMAS)

I have a patient right now who's pregnant and transferred to PeaceHealth and has been talking about what great care she received. But she is a very specific demographic, right, which none of us are. She's white, she's young. I remember thinking of course you would get great care. I don't hold that against her. Like obviously I'm glad she's getting good care. But it's funny there's a lot of people who are saying that they have bad experiences and then you're that one person (MHW).

Personally No. A lot of it's done like online now. So hopefully they don't make choices based off what I look like. But I will say you know I've had comments from other people of color, which is interesting that they have felt that pressure before - or from law enforcement - or from an agency of like, well, it's because "I'm this" which I always thought was kind of funny from my experience. I couldn't relate to that. So I don't know if it's something there the way that we perceive certain interactions and then we have some barriers up already to begin with that then create this tense relationship of like well because I'm of color or whatnot, but personally, programs or local agencies, I've never had a negative experience. (NVFL)

Representation

when I was working at DV SAS and we would have to go to different service providers and it was often assumed that I was the client and so I would show up and be like, "Oh, no, actually, I'm here to support the person. But, I mean, I know I'm pretty fully tattooed. And so there's an assumption that happens there. I think it's especially difficult for black people in Whatcom County to access any services, like there's such a stigma, like there's so much stigma like othering and like, weird tiptoeing that happens that I think just feels exhausting. For black clients that I had, there is just almost like a panic. I feel like that can happen or people just there may be slightly aware of like institutional racism. And so then they end up working with somebody who's black and then they just are on edge kind of the whole time because they don't want to like mess up or something. And I've seen it, I've witnessed what my clients were talking to me about. (A&C)

I would argue representation is a huge solution that if we could have a diverse group of people in power, then that would help a lot. And then, of course, in my own education, teachers, like we need diverse teachers. (A&C)

Organizational Structures and Systems

I've experienced it in my own life and heard similar stories from other people. Like not only having diverse leadership, but cultivating diverse leadership, because I think when people get into these leadership positions, if they're coming from any sort of marginalized background, they're going into these heavily privileged, very affluent, [situations] and they end up leaving because it feels so unsupportive and it feels awkward and they aren't getting the same mentorship and support as the white lawyer that goes into prosecuting or something. I've seen a marginalized people go into that system and then just be like, fuck it, I'm doing something else because they just had such a bad experience and didn't feel like anybody was invested in their career. I think having systems in place that really do connect people who also have similar lived experience. And then build mentorship programs for people that maybe they're the first person in their family to do something. They don't have this background of, you know, my dad was a judge and those persons and so it's more alienating. (A&C)

Burden on BIPOC

I think there's a healing portion that we have to do internally within our own community, because there can be bias in services, and sometimes we don't get access. Not everyone in the community gets the same treatment on access. And so you then you try and get access off the community, outside the community and when you're already living in poverty and you're already struggling, it is really not an easy thing to ask for help. I had to ask for help through the Opportunity Council, and they literally made me feel like I was a thief or something, and then my non-native friend who was the one that told me about it that was working with me, she got through without submitting any of these documents, she just immediately got through, and I was being grilled, you know, and it's just like jeez you know how much I made last year? hardly nothing, right and that's already embarrassing enough, so then you gotta go and make people feel even worse. And then I think about having a vehicle, I got an a major car accident and I thought about these things for a long time but just like going to get your medication and you're using Medicaid and you get there and then your insurance is all messed up and you go back three times and I had to go all the way across town to where they can make my medication. And I'm thinking, what about the people that have to ride buses, and get out there and try to get their medication and then it's not ready. The whole system is just not set up very well, and the whole system's not healthy, and they don't take into account how they're already affecting people that are already struggling (IFG)

Question 8: How satisfied have you been with your own, or your children's experiences in local education?

Prejudice and Racism

I get told about [my race] at school and stuff. I don't really care cuz it doesn't really hurt me. It doesn't like I don't really care about it. I only care if it's like towards my mom and stuff because like they take care of me and stuff and I don't really mind it at school because I just hear it every day said I just like don't really mind it.... [I hear] "oh, you're a beaner" or whatever. And they're like, "Why are you talking like some Taco Bell stuff?" and I just don't want to complain because I don't really care what they say. (SFF)

We've had issues.. we're up in the Lynden School District. So there's, issues with Christian patriarchy. There's issues with non LGBTQ, there's issues with racial things, there's issues with nonconformity of behavior that's perceived as not necessarily normal. (ML2)

Well, I guess one example that we can talk about is the recent protest or demonstration that Lynden school parents or school did against masking... There is always the potential for violence up here, where the passions run really high - you'd be wary and it's a concern. I know that the bullying is horrendous. I mean and the inequity in how some kids have punitive action taken after them. And other kids not. So there's a lot of inequity in that and I mean we're talking even school bus drivers and behavior on school buses. (ML2)

My daughter is in the middle school at Shuksan. I had a very bad experience there, a very bad experience. A teacher was bullying my daughter. Thank God, the other teachers took action. The principal took her out of school, but the experience was a little difficult. I had to go to the school district for support, so they could do something. It's my daughter who is still very fearful of teachers because the teacher looked

down on her because she was Hispanic. So yes, it was very, very difficult....I have been more careful when she tells me she has a problem, I try to be there with her to make sure how serious things are. And right now at school I have to be there. They took her phone away from my daughter because she was at lunch sending me a text and she showed them that it was for me. And the person took it away from her. It made her cry. My daughter still has the trauma from school as a child. So she talked to me crying, [I went to the school] and I arrived angry and crying because I couldn't protect my girl. Yes, we were in tears and frightened and I did not know that the person who was at the door was the assistant principal and I explained to her what was happening and that bothered me a lot, because how was it possible that if there were children of my daughter's age eating, who are American, with the phone in their hands but they only took it away from my daughter. Then she got upset, but since they have cameras she said I am going to check the camera, don't worry, everything is fine and I have anxiety attacks and it was going very badly. She told me not to worry, from today your daughter can send you texts. And it worked. She helped me a lot. (FFW)

I remember when I went to Ferndale. My bus driver told me she's like you could do whatever you want to do for your religion, but don't talk about it. We have to hide our articles of faith and they can't be shown. Yeah, which I still carry that with me today. I still have a hard time openly wearing my article of faith because of that. Because of that discrimination I faced it was ingrained into me and it was not just one district and not just one teacher. It was entire school systems within Whatcom County both Bellingham and in Ferndale, which I think are the two biggest in Whatcom. I was told like my bus driver, she said, she's like you could wear your article of faith. She said, don't talk about it. Don't show it. And that was it. And I was in fifth grade and I'm when you're in fifth grade and people figure out what they see they start to ask you questions about it (YAS)

High School definitely brought a lot of insecurities. I gotta say as a child. I feel like a lot of people went through a lot of insecurities like my biggest one was food. I want to have my Indian food but I can't open it because it smells - it has a really strong smell to it. Or my name is so long - I am not embarrassed, but just insecure of you know openly saying what my name is or how it's pronounced or the way I dress or the fact that I don't shave, I have to hide my legs or I have to hide this and that because I don't want to be looked down upon I feel like till this day I feel like that still is you know happening even in 2021. You still get looked down upon about certain things. (YAS)

I think when going into sports when you specifically have to go up to the coach and ask hey, I'm not gonna wear these short shorts playing volleyball that's kind of embarrassing. You don't want to be the one person who has to wear like tights under their basketball shorts ... people are looking at you when you go to games.. (YAS)

We actually had a teacher send a note back home to my brother that for his silver bracelet¹. He said that it was making too much noise when he was writing on the desk. If he wanted to wear it, he had to tape it to his hand when he was at school. Our silver bracelet is probably the easiest article of faith to keep, and even with that he got a note sent home...(YAS)

At this point Ferndale school system should be very well equipped with having Sikh students in their classes because Ferndale is very large and growing in our community. Ferndale High School is just making a new high school right now because of this large growing population of students. A lot of these

¹ "Silver Bracelet" refers to a *kara*, an article of faith worn by members of the Sikh community.

people are Sikh there's more coming into these communities. I think maybe after Spanish, Punjabi is the third most spoken language in Whatcom County. It just kind of is mind boggling to me how are we still having the same issues when my mom went to the school 20 or 25 years ago, I went to this school 10 years ago and all my siblings are going to the school today over these generations. How are we still having the same problems every single time? Don't tell me that you don't have education. Don't tell me that you haven't experienced this before. All those excuses are null. It's absolute BS. You don't want to. They absolutely do not. Teachers don't want to take the initiative of learning about their students. Administrators don't want to take the initiative of making a couple of parents upset. They don't want to add more on to their plate. And it's just ridiculous because I know young boys who have cut their hair because of bullying in school. Like these are real issues that we're really facing on Whatcom County and it's just the same every single time. (YAS)

I don't think there's much that has changed in the 20 years since I've been at high school. Nothing has changed, actually. It's almost two weeks ago, my daughter was called a racial slur at school, at recess by a little boy. And I knew that this this day was going to come but I didn't know it was going to come this quick ... it opened my eyes to a lot of things and then also for the school's response to address the situation was not surprising. They didn't do anything. And we actually heard it from [someone else]. My daughter's best friends with his daughter. And she was there at the time the boy called her the name but it was kind of frustrating how the school just kind of brushed it away - they didn't even think it was a racial intention at all, which was really frustrating. ... not only did the boy call her a racial name, he pushed her and then followed her after. So I was actually livid and we called right away and said "hey, we need to talk to you about this and we need to justice situation because you guys not address it". We didn't even get a phone call. So we set up a meeting and honestly, I was really frustrated. ...she didn't do any work. She didn't go talk to any of the students. She didn't talk to the teachers. I was told that when the kids ran up and told the recess duty she kind of didn't do anything. (SUMAS)

I'm just horrified by some of the stories that I've heard. One family told me that their son is black, but the mom is white. And at Everson Elementary, he was riding home from school, and a kid from his school, followed him on his bike, took off his belt, and started whipping him with a belt. They tried to address it with the principal, and he said "sorry, I can't really do anything about it." ...when I hear those things it makes me just want to pack up and move to Bellingham. And it's just really frustrating because they don't see that there's an issue out here. (SUMAS)

A story I heard yesterday is about a kid that kept getting bullied and the bully's parents didn't do anything. So this kid finally got fed up and slapped the kid that was bullying him, and he got arrested, and he will have a juvenile record until he is 18 and myself, I try to teach my kids to stand up for yourselves. And the stuff that keeps me up at night, you know, why is this kid getting an arrest record that will follow him? (Parents)

There's a lot of bullying going on at school, on school premises that my children go to. They don't seem to care. They talk to the student and that's as far as it goes. There's no punishment and this is bullying with putting hands on other kids. And we're almost giving up on the school system because it's starting to get so bad. We make reports weekly to the elementary school. We tell our girls to report it as soon as it happens. And it just continues to happen. Same people same stuff. So we're almost to a point where it's like maybe they shouldn't have public school. Or maybe we should do homeschooling so they wouldn't be exposed to such bullying at a place that they're supposed to feel safe. .. I don't know what the problem

is. Maybe my kids aren't rich enough or something and the kids that are bullying them happened to be from very well to do families in the neighborhood. That might have something to do with it. But I don't know. It seems like the school is not concerned with bullying. Even as it's as it's happening. (PDef)

when Trump was in office, I had multiple students of color breakdown in our lessons. They were dealing with racist remarks from their peers. Dealing with kids saying really mean things and not having any kind of accountability process available or healing process available. That's what I've observed as a teacher. (SJA0)

People feel okay to bully other people or question other people because they know that the system will support them in some way they know that they will get that support from the teachers because they know that they won't speak up. (YAS)

I hear people saying [racist comments]. But like, it doesn't really affect me personally because I don't really care what other people say about me. (SFF)

I hear a lot of [racist stuff] at school, but I mean, like, I just don't say anything because the people who are saying it are white. And I guess they're the higher authority. And you know, they won't get in trouble for saying that stuff. So I just don't report it or anything. (SFF)

Yesterday I did the forum on being a person of color in this town, and some of the stories that I heard, made me sick. Absolutely disgusting. And I think of how fortunate and lucky my kids are that they go to a school where the teachers are family friends, you know, we attend family events together as families where all of our kids have grown up together. ... And so because of that, they get treated with a relative degree of respect. Now when they leave the school and they go to middle school or high school, especially after hearing some of those stories yesterday, I'm frankly scared shitless. (Parents)

Inequity

When I was in middle school, they had this career cafe and they brought in a cop to ask her questions. And I wanted to ask a question, but she would never call on me. And all the people that were asking questions were white, and she was a white lady and I had my hand up for the longest time and everyone was like "pick him, pick him, pick him" and she would never call me. And I don't know if it was a race thing or not, or she just never saw me even though I was in the front. At the end she did call on me but it didn't seem like she cared about what I asked... I wanted to ask a second question, but I noticed that it seemed like she didn't care. And so I just didn't ask it. And I just left it like that. I didn't really say anything. I guess it doesn't matter. Now. [What did you want to ask her?] It was like more of a personal question towards her. It was just like, what inspired her to become a cop. And like the just like, like, how does she handle all that stuff that happens? (SFF)

[My kids] had zero trouble with the school district because my kids fit perfectly in that system. They are average children with it. They're just either easygoing in their classroom they're easy to please their teachers like they just slide right in and so we are highly rewarded for that and for just being easy. No trouble family like they and I don't mean trouble with any sort of judgment or anything. Just like we're easy. There's no they don't have no special needs. There's no learning disabilities that we've experienced yet. So it's just like it's all peaches for those kids. ... I have access their teacher with a question and they follow up if I needed more, I could go to the principal. If I needed more. I could go to the superintendent

like I don't feel like my children have or myself I've been punished at all in that system because we fit right into it. (ML2)

I feel like they don't treat our kids equal as black kids and everything, like for instance my daughter had an experience in third grade when she was in Ferndale, she was getting discriminated against. So [she told] the teacher that there were kids picking on her constantly. And whenever she would try to defend herself she would be the person that would get in trouble about the situation and everything. And when I brought up the situation to the teacher and everything, I was called hostile and told my child was lying, or she doesn't remember that happening, Or then she will all of a sudden remember it and she wasn't there at the time and stuff, so you know, they don't take accountability on what is done in the school and neither does the school system and I've brought it up with the school system and everything they don't hold the teacher accountable for what their action are especially with bullying and stuff they allow it, and don't even hold the child accountable for what their actions are. (B&AA)

I don't think they should have to know our children's names, and who their parents are to treat them with dignity and with respect to honor them, treat them like the other children. ... I just don't have warm and fuzzy stories, and my children have a joke amongst them, that there's black and there's Bellingham Black and Bellingham Black is a biracial, or an adopted black kid that doesn't have the same proximity and upbringing and what they deal with for themselves, especially my daughter because she doesn't have the cool boy factor of being a black man or a black young man. I don't think that we should have to go around and meet everybody our kids are going to have to cross paths with in order to have a safe and supportive experience here. I wish there was more solidarity amongst all the black kids here, rather than this very real colorism that they deal with. From the time first grade other kids would tell them, well at least I'm brown and not black. ...And we've not had good experience with even biracial kids, some of course yes but there are some who are being raised believing that they're better than our children and that might not be from home, it might not be from parents, it could just be the way racism and colorism is introduced and spoon fed to our children living here, but it's bad, and I know deep in my heart there's nothing more my husband and I could do. There's nothing more we could do. (B&AA)

I was kind of a quiet kid. And of course I'm a person of color. Just especially then I think there were like two other people of color in my grade. And I didn't talk much. My mom was really fluent in English. My dad doesn't know English, fluent in Spanish. I didn't talk much but I knew English and up until sixth grade I was thrown into this like ELL class- they're helping me how to read and write. I was kind of naive of what was happening. And then one of the teachers finally asked we after one of the tests "why are you in here" because I was testing higher than most of the other people around me. And I said honestly, I don't know. Turns out it's because I'm a person of color. And I never talked much. So it's kind of funny because I was thrown into this class for six years over and over and over and over to help learn how to read and I didn't know. I was just like, oh, just some more time to study or something like that. I wasn't asking questions. It was the teachers telling me this is where I went, and this is what I did. And until a teacher finally realized you don't belong here you know English. You know how to write, you know how to read. You don't need any extra assistance. (NVFL)

I feel like Ferndale school district does a good job with connecting with their Native American/Indigenous students. I feel like our district just don't do that. We should do a better job of that. I feel like that's a population that in data reports says the population isn't large enough for data to report. But it's like 44 kids at Squalicum High School. They have siblings, right? Like we shouldn't say "oh,

there aren't enough of you". That just seems weird to me. Like let's help out the majority minorities, [but] that's not held by the minority minorities. It just feels weird. (School)

I as Latina in the Ferndale School District, I feel like I'm not being seen, like where's the support for my people? I'm not getting that personal fulfillment here, where I was in Mount Vernon, where the Latino population was 56%, where I felt like my skills were truly valued. And so I'm feeling that the main focus is on a single minority. We also have a large Russian population and I'm not sure if it was the correct term, but a Punjabi population, I guess. And so the focus is not on them either. (School)

Representation

I think our school systems is messed up. I feel like it was not designed for minorities or people of color. And so that really has a huge impact on all of us because we see in our school, there's only maybe like, four teachers who are minority. And I think it's really difficult to be successful when you don't have anyone that has been in your position or you don't have any support from someone that you know, could relate to you and what you've done. ...And you don't see as much male teachers as you see female teachers, or stuff like that. ...I feel it's very hard to learn from a person that doesn't have the same background as you. (SFF)

The power of students they see themselves in different positions in the communities whether it's people in their own worlds, not [just] City County, and position of power. Like police. So the students realize that in our community, these occupations, these careers are accessible to them, and it's possible for them. Maybe a mentorship program, but just exposure to and it'd be nice if there was a career fair, where students were able to see that these careers exist in Whatcom County and in those positions, there's people that look like me. I remember growing up around here, I didn't foresee myself doing very much, because there was nobody that represented myself in any kind of, quote-unquote, successful position in our community. (School)

I feel like schools need to do a better job with their educator population and retaining staff of color, and maybe having some of the school districts including Ferndale and Bellingham have a DEI director, but they need somebody in each building that students of color can go to. I know it's hard to have a new staff person in every building, and it's not cheap, but if you know building that bipoc network includes having adults in the buildings that are adults of color, because that can just create a safe space. And I've heard that from students and teachers who are bipoc that all these students of color come to me, and I'm not even the same race or ethnicity but they'll come to me with things, because I'm the only one. So I think creating that space is really important. (Parents)

I do feel like our kids have been a little bit sheltered because I am there to protect them, and I will fight fiercely for anything that does happen. That doesn't mean that there has not been any problems because there have been, especially a couple of years ago, they went to school and someone told her, "get out of my way black girl". And so, my principal called me right away and told me that. And then there was one other thing that happened that day too and I thought that just cannot be a coincidence that the one day that I am home for some reason those things happen, and it just makes me worried like Yep, she's going to middle school next year and I can't be there to protect her on another side of this, and as I mentioned she really doesn't have anyone there that looks like her, that can share the same stories about issues with her hair or just anything. She's never been able to identify with anyone and so I actually asked our counselor. The other day I said, "Can you please reach out to the other counselors at the other school

because there's got to be kids at the other school, who also don't feel like they can identify with anyone” and so she did and she heard right back from another counselor in Ferndale. There was another parent who had also asked a counselor about that. ...Of course she has friends that are of all different races, ethnicity, everything but she wants to connect with those people and it doesn't seem to be any place and nothing in school that I can provide for her (Parents)

the school system isn't really fit for people of color. It's designed for white people or Caucasian people. And it's really set for them to succeed and for people of color to fail. There's not really a lot of colored teachers or you know, just people that we could talk to, to help us get through school stuff that like they can relate to. Because like when you're talking to a white person about it, like it's, it's really not the same, like not at all. It's very different. They see things differently like, “oh, it's easy, like you got this” and this and that. I don't know how to explain it.. when you're talking to someone, that's white about your school stuff or like school problems. And you like want to like open up to them about the school stuff. They don't really get it but they say they do because I guess they want you to feel better about it. And just to try and get you to think that like it's easy for you to do it when it's really not. The teachers at my school tend to explain things directly to white students, and they don't really clarify things to the kids of color. Like there's Spanish speaking kids that don't know how to speak English and they don't explain things to them. And it's just very it's really hard seeing that. Like how are you going to be a teacher not want to help them? It gets me mad because like you're a teacher and you say you want to help and you don't want to help them. Like it's dumb. (SFF)

...when you try to explain something to a white person and then you're in there like they know what you're talking about. They don't, because they haven't been in your shoes and they don't know what you're going through and stuff. And so it's just hard. Like, you have to like at least find someone that's colored that's experienced what you've experienced before? Because like I'm a white person like they're gonna like, not experience that because they're like born into like, oh like family that has like, money and stuff like that. Like they've never experienced anything like that. And someone of color they've probably like there's many people that experience like what they're talking about because they've probably been in like in your shoes and a lot of white people never been like be in your shoes. They don't experience that type of stuff. (SFF)

Organizational Structures and Systems

I just think historically, our school systems have been very inept in working with children with delays or disabilities, kind of regardless of race, but you also see families who are white having more wealth and access to those services once they become aware of it. And so now even though some of those services are in place, our families of color and children of color are the last ones who are getting those services if they need it. And there's also that cultural piece of taboos and this and that and religions. So it's a tactic that our school systems aren't designed to meet children and families where they're at. And they're designed to continue to churn out these cogs in the machine that meet this very white idea of [success] and it is at the expense of our youth and that's why youth mental health is so challenging right now, because there isn't that support and we're not doing enough work to provide that social emotional piece. We're still doing the teaching to the test and making sure that you're meeting your quotas and we don't know how to move away from that in a real sustainable way. Even if you have that one off great teacher or great experience. (MHW)

I'll go into the multicultural room so I can just, you know, be around people who are not just white because then I feel like Oh, I'm fitting in, I fit in here. This is like my space and then I was hearing all that stuff about people saying there's so many white people in there and it like really, actually really hurt. I was like, Am I like not supposed to be here? Because I look so white. I've definitely had that struggle throughout my life.... A middle school teacher literally called me stupid, in front of the whole class. Now, it was very traumatic, and I ended up having to stay in the class for the rest of the year, you know, silently. They didn't understand kids with disabilities that weren't super obvious. ..We also speak Arabic so it's really hard for me to know more complicated English words and I was put into like the special needs kids room. And I felt so embarrassed like there was something wrong. And I hated that they had a separate room, because everyone knew everyone was like think, "oh, that's the room for people who are stupid". And I was just like, so embarrassed that I just like, couldn't tell anyone I went to that class, making sure that no one sees me. Because it was like that embarrassing. (HES)

It's very, very difficult to get any kind of services for behavioral issues, and having to go outside and running into situations where counselors are few and far between and you have to wait six months or eight months in order to get on a waiting list in order to get into to see a counselor. There's pressure from the dominant folks outside to exact punishment without the due process and it's totally inequitable. .. now that's on the whole - there are individuals within the school systems that have been pretty damn good. But they're individuals. They're not the system. And that makes a big difference. (ML2)

My daughter went through the Bellingham public school... and I still have some unresolved anger issues. my kid started out at three because she has disabilities. She gets assessed and she gets this school district required tests, they decide that she's mentally retarded, which is so not right - even at three you can see this child is not mentally retarded. ...I fought like hell, but it took about three or four years to get them to be willing to reassess. I mean, they won't change things because you argue with them. They'll only change it when they run some set of tests. You know, they have to do all this test. And if you can't get access to it, it's months or years before you can get your kid to that person or whatever or you have to pay for it outside of the schools. Then your kid is stuck in this channel. .. the best thing that happened to her by far throughout her entire experience in school was the gift of having one super duper Special Ed teacher who was about ready to retire but she didn't retire for all the years my daughter had her for five years. And that's how she learned anything about numbers and stuff. Because that teacher just said, this kid isn't dumb. She's not mentally retarded. This is what you need. She needs to do this. And so this is what we're going to do and here's what all the other teachers could do- wrote up all that instruction, you know, like, here's the IEP and all that bullshit. You spend more time doing paperwork and satisfying the school's legal requirements than you do getting cooperation from the teachers to actually fulfill the requirements. Or you get the teachers who have been slammed with too many kids and no support. And so the teachers which kid did they pick to just ignore? Well, they pick the hard ones to work with. Those kids are the ones and so my daughter would have a teacher this one year, who would be pretty good. ..The next year she gets somebody who absolutely like, this kids in the back of the room. The kid is just sort of tolerated. The kid is you know, just sort of left alone and my daughter was not wanting to cause trouble. So she didn't get attention that way. She was a quiet little shy thing. And so it's just this bumpy bumpy bumpy thing (ML2)

So being intentional about who's invited to [things like college/career fairs], and not calling it such and such of, you know of color because we don't call it white person career fair. But being intentional about who we put in those places for better visibility. I'm imagining what a career fair would look like that

would be beneficial to our students, and that would be inviting those people of color, but not exactly calling it that. Just be intentional about who were inviting. (School)

I have taken the time to go the extra step and whenever my kids in a new classroom or new school I talk to the teacher. We come during Ramadan and talk about what it means to fast, maybe what make my kids not at school during a big holiday that nobody knows about, why maybe they will not have Christmas presents to share, taking that time to do that. But there's so many other cultures and traditions, and parents who don't have the time, and shouldn't have to have the responsibility to do that and I feel like there should be a way to get to know families at the start of the year, give them a way, even, you know, to be like, these are the things that are unique to our family that we want you to know about. If you are an adopted child, maybe have a parent in the military, maybe you have an accident, you know, just these things that might affect a child's wellbeing, attitude, academic performance, happiness, that you shouldn't have to find out six months into the school year when something happens. Teachers should have a way, maybe even an expectation to get to know their families, and be trained on strategies to do that, where families can just share whatever they want to at the start of each school year, because each year is a different teacher, each year is a different set of students, and to start that work every year is hard. And I get that initiative should come from the school rather than from parents who have maybe the time and bandwidth to do so, and not rely on parents to speak up for or advocate for their kids every time.

(Parents)

My biggest hurdle every single time I try and recruit people of color to come and work in Bellingham is belonging and about finding a community. ...I talk with HR about that all the time, like, at least give these people a signing bonus if I can find someone and pull them out of another place. What is the matter with giving a person of color signing bonus and not giving a white person a signing bonus if we're able to recruit them and give them a reason to at least get in here and find the footholds and find out about some of the little pockets that we have. But if they don't know about those and they don't see them then they're never going to come see. (School)

a few years ago, there was a so called Working Group or task force that was pulled together on immigration in the school district. And we had 20 or 30 people participate, and we took a lot of time giving input on that, in relation to how immigrant kids were being treated in the school district, especially indigenous parents from Guatemala, Venezuela and Mexico. And we gave a lot of really good input with some very interested looking and supportive school district people. And then I believe it was the county - they totally dismissed it. All of it was dismissed. And it was shocking how all of the input from the parents we brought in...was all dismissed. They created their own outline, which was worthless, including, they continue to bring police into the resource offices. We were really opposed. And all of the immigrant parents were opposed to having uniformed police in the school districts because they saw that as homeland security because all of those kids have had somebody detained and deported. And there was a man in an office in a police uniform. These little kids you're talking kindergarten first and second grade. Every day they would walk into the school and see this police officer and every day they were in trauma - is he going to take me away? Is he going to go to my house and take my parents away because somebody like him took my uncle or my grandfather or whatever, or even their own parents and deported them. .. it's racial profiling. It's racist, it's more discipline for kids of color. Oh, the other big thing is the demeaning of parents for not being able to adequately, quote-unquote, support their kids so that they can do better in school. You're talking about parents that don't speak English. Some of them don't even know how to read and write, and never went to school themselves. And so it's just like this treatment of

community members that we work with, that makes them feel totally inadequate, and they are not valued and actually degraded, no dignity, about their capacity to be able to survive in this country and most of them are undocumented. (SJA0)

I think that we have some work to do. I think that redistricting is extremely important. And I think that is something that people don't want to do because of the deep roots that people have of, oh, I want to go to Bellingham High School, or I want my kid to go to this high school. But right now we have this underlying idea that Squalicum is the Brown School and Sehome is the white school. And I think that's wrong. I think that it's deep in this community, it's deep. And I think that even pervades down to the elementary schools and like Shuksan middle school versus, like Fairhaven middle school, they have a really different population. And when you look at the numbers, that's not actually accurate (A&C)

I think that redistricting might help. You just walk into the new Sehome home high school and it's so ostentatious. I think that they've done some really good work. They've rebuilt options High School, and I think that's really, really important. And that really shows a lot of validity. I think that in terms of like, racial equity, I'm actually glad I live in North Bellingham because my kid will go to the brown schools and I'm like, great, like I'm gonna have a brown kid, and I think that's awesome. But I don't think they'll have brown teachers, and I worry about that. A lot of my Brown students get transferred to Squalicum because they'll find a better fit there. That's a phrase that is said a lot. It's pretty insidious. And it makes me sad. I'm always trying to get kids of color into my drama program, man. I am like, that is like my number one. I'm like, Come on, guys. Come on, and like trying to get rides and structural things and like trying to get them into drama, and it's so hard and what happens? They get transferred to another school. And I'm like, damn it. I see that a lot. (A&C)

My biggest challenge with the school system was really, I didn't feel support as a parent for getting my kid into college. I mean, they're not going to stop you and if they want a letter of recommendation, great and you know, they administer the tests and things but that's not a huge priority here and it wasn't a huge priority in my high school either. I was also the first person in my family to go to college and you know, my counselors were like, great, good for you. But it was really hard. You know, at the college level kids think that they're coming out of high school and that every degree in the country is the same and they have equal chance of getting every college and that is not true. That is absolutely not true. And that there are a lot of kids in a lot of schools in this country that have a lot more advantages for getting into school. And so, you try to temper the expectations of your child based on where they're coming from and trying to supplement that as a parent and I only know this because I went to college, right and I experienced that. And you know, a lot of parents in our community don't know that and do think that the school is doing everything that they can to get the child into college. And so there's a lot of those unspoken things, I think out there. (A&C)

Awareness and Funds of Knowledge

If [the teacher] had taken five minutes to do a Google search to educate herself about it, it would have been a completely different situation. If she told those students, hey, let's respect this student. Let's make her belong and let's be open to diversity and equality. Instead of shutting me down and keep telling me to keep quiet about who I am. They would have made a world of difference. (YAS)

I think that the biggest thing I have noticed is just a lack of education and cultural competence with the teachers and administration as far as just like, being aware of we've had so many circumstances where

they've just said mostly just really dumb things. Like, a teacher saying to another teacher, "hey, he was dancing in PE" and another teacher being like, well, of course he can dance... here are two adults saying something just so casually racist and stereotypical. Are these people teaching our children? ... my son has longer locks and had a teacher be like, "Can I touch your hair?" and touch him, and then I go to the administration and say like, "Hey, this happened. This is not something that should happen at school. He was very uncomfortable. And no adult teacher that is teaching kids should know that this is not an appropriate thing to do", and have their response be like, "Oh, well, we've all done things like that and all made mistakes" and like, "maybe you can meet with this teacher and let her know why that's not appropriate". And I'm like, that is not my job. Your job is to tell that teacher to keep her hands off of my child and not pet him. And, these seem like very simple things that people in these positions that are teaching our children should be very aware of. And just knowing where a lot of the educators and administrators stand on a lot of equity issues is just discouraging. And the other place that I feel like I really have started to notice it with my son as he gets closer to Middle School is in the disciplinary actions of things. So just like there seems to be a pretty big difference between - we went and had a conversation once because my son was this child was sort of bullying him and had a lot of behavioral issues towards my oldest child - and we just sort of brought up instances like my our son had been involved in one behavioral issue on the bus one time and they had said, If this happens again, you are off the bus for the rest of the year. Like very clear cut, you get one chance. That's it and like, this other child is having these issues perpetually over and over and over and there's just no discipline action taken and we said, hey, that seems like two very different situations in the way that you're treating this and we've heard a lot of that especially as you know, kids of color get into middle school in high school how you know, discipline actions are very different. (SUMAS)

Burden on BIPOC

The first thing [my daughter] suffered was when she was a little, at Alderwood, when she was bullied by a bunch of people. She still has that trauma. (FFW)

Indigenous

When I was in grade school, I got laughed at. I had deer jerky and smoked salmon and biscuits made for lunch. That's what I bring for my lunch. And the kids made fun of me all the time and I had a complex you know. I'd always throw my lunch away when I'd go to school and I'd starve during the day. Then I get in high school and the same kids that made fun of me about my smoked fish, they want to buy it, you know.... the public school system for my kids, it wasn't a place for them to embrace who they were. For Nooksack people, it was always hard for us to be in the front and talk about who we are or whatever, unless you have ADHD you know - then you're okay. But other than that, you're always taught to speak only when spoken to. You're taught to sit in the back of class in the public school system. But if you grew up in Lummi, you see Lummi people, they're always in the front. They are confident, they're always strong, because they came from K to 12, they're talking about their people. Because they have the school on their reservation. Then they have the Northwest Indian College on the reservation. So they're prepped, they're prepped, they're prepped, and they're strong speakers and strong in their culture and their beliefs. That's what they're taught. And us, when we go to public schools where we don't get that strength. So it could be a lot of change there. We could do things a lot differently in public schools. (NT)

I went to Ferndale high school. And I had an excellent experience. I had a really wonderful high school experience and then we moved. My kids ended up going to Mount Baker. My oldest son got through it.

... but then I told you about my youngest son and he is a whole different story. So I think it's individual case by case child by child. (NT)

I didn't experience a whole lot of racism. I played basketball I was the homecoming princess but I did witness other Native kids - some of my cousins who were treated poorly because of the clothes they wore or their appearance, and they weren't so actively involved in the extracurricular activities and I think that made them more vulnerable to racism. My eldest son said he hated it. Hated Mount Baker, but he was pretty popular. He's the funny kid who can make anybody laugh and make friends anywhere. But my daughter, she dropped out at 15 years old I believe it was and tried to go into alternative school because she just didn't have a good experience at the public school. She has a lot more darker skin than me or my other kids and she did deal with racism amongst her peers. She was treated differently by kids more than the faculty. (NT)

I remember being called back there by the principal because of certain individuals who hung out together. And the principal told me they're in a gang. The gangs called the family. So I'm telling him, their family. You know, he asked me why they're all hanging out, and I tell him because their family. I mean come on now, we have kids that have been lost. Or they lost a family member, but we have in our culture, they have to wear their bandanas - we have certain times, certain things that happen where a person goes back to school they have to wear their covers. You can't walk down the hallway with a group of kids because they're all wearing the same color. It's hanging out and yet you can have these white guys walking down the hallway with their Letterman's jackets on and everything and that's okay. You know we have kids that have Canoe Club jackets and they walk through the hallway and you have to take those off. Why because it's Nooksack Valley school? But it's Nooksack Indian. (NT)

It was difficult. Um, it was strange. I think mostly for me because I am adopted. And my family here is white. As well as they got divorced when I was in elementary school. So then there was all that sort of confusion. Over like, who are you and, which parent are you and all kinds of things I definitely had people question me a lot in school. And question me when I was presenting my family as well at school events or something, like, where's your family and they're literally standing right next to me. I had a lot of experiences negatively in science classes. My understanding of the world is different than what a lot of people believe. And part of indigenous culture is that we are on this living, breathing thing and that we are all living and breathing. Our bodies are made up of water and this earth is made up of water. And we're all connected. And in that sense, I believe that the water is alive and that the wind has characteristics and speaks and travels and does all kinds of things and you know, there was never any room - not only in science class - just sort of anywhere to express a different idea than what was being taught or what was in the textbook. My textbooks you know, we're from the late 90s and had Bellingham High School stamps, Squawicum High School stamps, and then Nooksack High School stamps. I noticed just sort of a struggle with me and other students of color. But me not necessarily fitting into the sort of pre ordained groups that are here as we've been saying, like generational people kind of stay here and build families. And, and so that was sort of hard for me to try and find that box to fit into also because I wasn't raised Christian. I didn't go to church. I had classmates tried to convert me and tell me that the things I believed or that the way that I did my hair was wrong. (SUMAS)

Strong Schools/Positive Experience

I think we have a really strong public school system in Bellingham. I think on the whole we do have a positive, caring community that genuinely wants the best for students in terms of holistic care, and they

do really want to do well. And I don't think that's true everywhere. So I think that's really a win. I think we have issues within the school system that needs to be addressed, but on the whole, I do feel positively about having my kid go to Bellingham School District, and I think that they will get a good education and be become a good person through the school system. I think that I really believe in Bellingham schools and I wouldn't work there if I didn't. (A&C)

I went to a small school here in Whatcom County, and you would assume that they wouldn't have the best support however, I have a younger sister who is disabled and they showed up for her in so many ways that it was a very, very positive experience for her. We anticipated her life to be really, really hard and we thought school was gonna be a little traumatic for her but they surrounded her with a lot of care and kindness to the point where she doesn't really know what bullying is. And I feel like that is a huge gift that we were really lucky to have.

But for me, my children are pre K, and they go to the CDC. And the only reason we were able to even get into that Western Child Development Center Program was because of the pandemic opened up some spots and my husband works at the university. And we feel really good about the support that we received there. My older daughter definitely stuck out as bipoc in her class last year, especially at three years old. I felt like I had a really good conversation with the teachers about my concerns that my children are celebrated for their diversity and not stripped of it, because when I came to play I was definitely stripped of it. I feel like there's a lot of support, and they've reached out to me to provide resources and books and even do like a Islam kind of thing with the teachers, and I appreciate all that, it definitely has taken up my time, and emotional labor, so it'd be really awesome if that works. ... and then with my younger daughter she just started this year and I'm really thrilled with her class size – its really small and pretty diverse. There's a little girl in her class who only speaks Spanish at home. So, I speak Spanish a little bit with my kids and I have encouraging her to talk to her. And then there's just a lot more diversity. So, I guess. Overall, the more diversity I find in an environment, the safer I feel like my children are. (Parents)

My family's Jewish and my girls are being raised Jewish and so something that matters a lot to me is that they have been really inclusive and interested in trying to include input from me about traditions that come up around Christmas time. (PDef)

I think the school system (in Lynden public schools) as a whole is great. (LEFG)

we've had zero issues (in Nooksack) and love the district (LEFG)

Question 9: How would Whatcom County look or feel different? If the Whatcom racial equity commission is successful?

Representation

If Whatcom racial equity commission could do anything, establish some sort of liaison with Bellingham public school district, so that our kids have a place and parents have some kind of representation or a venue where things can be fairly looked at and not result in a child having a record until they are 18 years old. (B&AA)

... you think about the voice of all of us and all of our different ethnic backgrounds. And if we're all working together, we could be so much stronger than we could if we weren't working together. We are stronger together. Just even in these conversations we've had here. I mean, there's so much power behind all of our voices. And I know like for me when it comes to stuff like race and whatnot, I'm a bit of a wallflower when it comes to stuff like that. And, hearing your collective voices and stories empowers me to want to do more. So having something like this commission I hope not only empowers us here but encourages others to go out and do more. So then that way, you know, you don't have that worry in the back of your mind when you're interacting with someone like, what does this person really think of me and just knowing that your voice has power. (FBO)

it wouldn't feel like in every situation that I'm in there's an obvious majority culture, and in Whatcom County, it's always white majority culture. So it's like you go to the doctor's office, it's a white majority culture, you act like a white person in those settings. At Western it's the same. The school districts is the same. Going in the library, it's the same - following the white rules for doing things so if they are successful, I could act like myself. (ML3)

I think it would be nice to see more celebrating of other cultures. So that people feel welcome here. (ML3)

let the officials ask indigenous people and ask people of color their opinion instead of just being like this is what we're doing. Just to give a broader insight and more perspective, because everyone has a different perspective and unique things that they can bring to the table. (HES)

educating people on you know, the history of the land that they're on. I would love to see that actually as a curriculum in schools where these students get to understand and learn about not only these tribes and the history and how we got here, but also what it's done as far as the damage of their culture and the struggles that they face as a community themselves. I think just building that awareness, and hopefully empathy is a really good step to solving a lot of these problems on an individual base. Um, the other thing would be just more representation. I know our local government, I don't see a lot of representation of some of these communities, of people of color. And I think if that could be more of an intent where maybe there's grants or funding for these people to campaign so that they can make it on the polls would be fantastic.

Who am I to define what success is and what success to each person is going to be so different and unique. So providing a safe place where those that we do not see or don't even know about maybe that are on the edges can find a place for them to feel like they can express themselves and they can communicate, they can find someone who would be engaged with them. So maybe that's what it is successful is that place for those people together. (NVFL)

I was thinking we talk so much about our youth and I think a lot of times they aren't heard and they're the ones that are impacted the most by these discussions, by the racial inequities and why not ask them and have a youth led group just similar to what you're doing here. (??)

The racial equity Commission needs to be involved in hiring people and then needs to oversee the representation in the entire governance system of people of color, and be involved in the hiring [including] the hiring of white people. Somehow, you do not hire people that are racist. To work in city and county government. (SJA0)

think you'd see more leaders of color in jobs like ours. You know, in city council races and you know, mayoral races, you know, all kinds of leadership roles. (SUPS)

having diversity in all the positions that we just talked about. It would be lovely to see diversity in the police force and law enforcement, in the courts, in other supervisions in the school, that would certainly be a wonderful step. (AAPI)

If it's truly successful in terms of bringing about racial equity, I think seeing an uptick in racial diversity in the area. I would expect it to happen because that's the sort of information that would filter out I mean, I guess it depends on what the definition of success is, just improvement or an overall complete change. (Pros)

It would definitely make me feel a lot better [with more people of color in office]. I feel good about myself but I would be more proud of what my community has done...I'd feel proud because like, damn, they made it. The struggle that colored people have to go through is a lot. And it would be very cool to see someone with my skin tone or color to be city on council or Mayor. It would make me feel like I could do it myself. (SFF)

I would say more people at the top who are BIPOC in leadership roles, because there you can change policies. And that is essential. (CE)

They would reflect the community in terms of privilege, power, position, representation. (PW/U)

I think getting at some of the things we've been talking about so far like shaking up maybe what has been the standard group of people in charge of the community. I think switching that up so that there's more people from different perspectives that more accurately reflect our actual community in the higher positions of power and decision making positions, but also doing something to shift the same toxic culture. I think doing more of that culture shifting work, and maybe challenging some people that really need to be challenged. And in the best case scenario, they have a come to Jesus moment. I think beyond just people in positions of power, seeing an impact on a wider perspective of like the average person in Whatcom County maybe feel more heard and like they have a place to go to. (A&C)

Safe Places and Accountability

If WREC or Whatcom racial equity commission establishes an equity hotline or an integrity hotline. And then these people's names start popping up on it, because there is a level of anonymity. People are going to start thinking about what they do before they do it. (B&AA)

The biggest thing you can do to break down barriers is get to know your neighbors. ...If you want people to understand you, you have to make yourself slightly vulnerable. So when it comes to the racial equity commission, I would hope that they really focus on positives. You know, figuring out Okay, so if we find that there aren't as many minorities that are using certain park systems, okay, well, maybe we need to have a park day.. I hope that this commission focuses more on those positive interactions. ..I really hope that they work on community involvement for a few years, just give it a shot. See how it goes. Your first job should be education. In order to do that you're gonna have to have people that are willing to go out there and be vulnerable and be asked questions. I think part of the problem that we have is when people too easily offend and it shuts down those conversations, because now you can't ask questions. (LEFG)

Racial unity. (LFG)

I would like to see is that there would be more respect towards us Hispanics, both in the schools and in the techniques that not because we are Hispanic they try to make us less or. Or try make us feel like we're not worth it here for them. And how would it change? It would change that everything would progress, we would move forward, it would be much better. (FFW)

I think if we're successful, people in our community would be able to express themselves their views. without it feeling like it had to go through a safer channel to be able to be correct. (LFG)

I think this organization is going to cause other organizations and other stakeholders to be accountable to this cause. (PW/U)

... how will we know what are the outcome based on measurements? What are we actually measuring that we can quantify and show? And how do they connect to action steps rather than just be theorizing, or talking about ideas. What can we practically create through action steps and ways of measuring? (NES)

I want accountability for the people that are making decisions and educating our children. I want to know that the structures that are in place are going to give them a safe fulfilling environment to grow and learn because they spend so much time there... help get some framework in place so that there's some accountability. (SUMAS)

I feel like yeah, accountability is a huge place because we don't feel safe, or we don't know local government or school officials - we don't know their protocols and stuff. It makes that uneasy feeling you know. I don't feel safe here you know. We're not heard and I mean, it's 2022 and we're still fighting for simple things like this. It just makes me really sad. I mean, we live in the most beautiful place, like I love Whatcom County and I feel like a lot of people do love it. A lot of people of color that move here and see how beautiful it is - we have the mountain we have a water we have Canada we have Seattle, but then when they encounter these kinds of situations you know, it just makes people want to move and I just really would like to see some change here. So people like myself, we can enjoy the area like all the other people and feel safe and feel heard and the accountability piece is huge because if you don't have accountability, I don't really think we could make change here. (SUMAS)

Regulation of things as well. Is there a process for screening people in districts or in law enforcement? is there training? Is it comprehensive? Is it ongoing? Just putting all these in place so it can be successful. You know, each time something happens, this is our rule. This is our process. (SUMAS)

I don't know if this is in your plans but some sort of grievance option, because when I worked at the DV Commission, we would get the equity grievances and we would be like, "this is definitely related in some way to what we do, but we don't have the infrastructure to address these issues". And there were so many people who were doing some sort of law enforcement reform, and so often those issues would come to us and we'd "be like, "well, there isn't an official complaint system for this really". So having a place where people can tell the system what's going on in their experiences and having a structure in place to hold some people accountable, I think would be amazing. And yeah, I think having people feel heard is the most important part. (A&C)

I think having a group that has this eagle's eye view of what's happening and being able to see how things are related, you know, because our BIPOC communities, you know, they walk through the world. They

drive to school, they go to school, they leave, they see this and it's like, there's all of these things that are connected, and then it's like, but I only see what I'm connected with. Like I'm only part one part of our community. I only see my little slice of the day, and to have a group that's having this more eagle eye view of like, what's happening and how is this interacting with this and seeing some trends can create a more proactive and united response to some of these structural problems, rather than just reacting? They can see some trends and see some structures and say, "Hey, this is affecting this, which is probably affecting this". And we don't live in these little bubbles, and being able to like make some changes from that. Rather than simply reacting all the time and actually addressing some of the roots of our issues. I need some grievances now, because the structural stuff takes a long time. That's what's so hard about it, right? Like we're talking 510 years or whatever, whereas okay, let's hold this specific incident accountable for this moment. So it's not lip service and patting ourselves on the back for being this wonderful place to live but shaking it up and saying how can we be better? I think that would be really important. (A&C)

...we are trying to bridge relationships for a long time between native and nonnative at a National Monument, or parks, or learning in the Salish Sea retreats and that is one of the things that we hear when we bring elders in... We don't want to be the only indigenous people in the room all the time, we want to make sure other people feel like they're within their cultural values and comfort zones, and then they don't immediately get scared off and never come back again. You know what I mean. And I'm sorry I advocate for those kinds of things. I advocate for what our elders have left for us and it makes me very uncomfortable because it goes against our cultural values and I have to go to counseling for it, but at least I'm going to counseling to work my way through a lot of things. I do want to create an open space for other people when they do come in the room. (IFG)

Would like to see a gathering celebration place of joy for BIPOC people. (MHW)

Don't be afraid to support Truth and Reconciliation or truth and healing without confirmation from the tribes, don't be afraid to support tangible facilities like a healing house and learning house at Whatcom Creek, it's available to any non native so it should be available to have people support putting the longhouses back where there was a village site there. And then to allow the people to have the ability to be the decision makers and allow a friendship center or a place where we can share who we are and where we come from outside the bounds of the reservations in a beautiful building. I can see the vision of what that L shaped longhouse looks like. It would be a place of knowledge, democracy, housing upgraded programming, and wraparound services, native led nonprofits, and housing native principals and native teachers and native employees and giving us a safe place to share who we are with the community. I would like to see that supported. (IFG)

Inequities

It would look like the politicians would protect people of color's voices as much as they'd protect white voices. And I would also see success as having a place for people of color together. (MHW)

I think it creates advocacy at the government level that doesn't exist for all the independent communities. (SUPS)

I'm just at the end of the day, if I can come back and just be tired from work like regular white people are, and not have to worry about getting harassed or getting spoken to a certain way or not all of that added work that goes into doing labor for white people making myself smaller trying to avoid situations and all

of that stuff, that would be success for me that's what a successful Whatcom County Racial Equity.
(AAPI)

Whatcom County would look a lot different, it would mean that I would earn on the dollar what a white man earns on the dollar. (AAPI)

we would also see, more equity at the city and county level, as far as budgets and kind of walking the talk
(SUPS)

I think if a commission like that we're going to be successful, then every kid going to school would have the support they need to be successful and competitive. When they graduate, they can go wherever their talent can take them. (LEFG)

I don't know how it would look different. I'm seeing it through the eyes of a white person, so I don't know how it would look or feel different, to be honest. (LEFG)

When people don't have equitable access, then we're losing out as a community, because we're using potential, and no I'm not even talking about just monetary potential at all. I'm talking about how people value themselves and how society values. And it's just such a loss of humanity when we don't give everybody equal value in terms of what they have to contribute. (Parents)

It only is the people of color who be held to a higher standard, even when they get into those positions. And I'll use the Whatcom [County Exec]? ... 10 to one, he's being held to a higher standard than the guy who was before him was. (CE)

Yeah, hey, I want to just feel less burdened or equally burdened, as the Caucasians in our community who have privilege. (AAPI)

Just going and coming home tired from work like regular white people. (AAPI)

I certainly believe that all people should live free of fear. And you know, we always want to join in on that. I'm not a proponent of the equity viewpoint where outcomes are predetermined for every individual. And I can't take responsibility for others to that degree. I think that, my vision is to provide as many platforms as possible for people to be successful, regardless of where they come from. And that means that they'll have opportunities to thrive in the community, not only our community here, but in the county and in our state and in the world that they live. I probably wouldn't engage in the idea of equity as far as outcomes are concerned, as much as I would, just want to always be a part of stuff that platforms where people have the opportunity to be successful and that there's lots of people walking alongside them in this life, whether or not they're experiencing victory or defeat, that we come alongside and we can lock arms and we can act like a family and care for each other along the way. (NVFL)

I think if someone's able to live without fear of being marginalized because of a person of color. I think that's success in regards to ability to continue and improve life. (NVFL)

It's always difficult when you're dealing with this, I don't believe in Utopia. So I think we're just trying to incrementally improve. And have people have lives that are meaningful and without fear. So we certainly want that to happen. I don't know if what you're doing is gonna bring that about though. (NVFL)

We would have more confidence in our authorities and in our services than what they give us. (FFW)

[Equal Access and Inclusion](#)

I just want to not see policing happening. to switch from the current incarceration model to something healthier, more rooted in relationships. (MHW)

Well, that we were more included, more that they really made us part of Whatcom, to feel like real members, not to feel like outsiders, that we are here crouching down so that they don't say anything to us, surviving, that's what I mean. I don't want to feel that I came to this country to survive, I want to feel that this country is coming to work and to build something for my children. And I maybe didn't have in every way both security and better things to go. (FFW)

I would like to see that something has been done in the future to make a difference so that there will be the same job opportunities for Americans and Latinos. Not just because they are recruiting purely American people. But that they also give the opportunity to Latinos who are also prepared and everything and can also with the positions that can be given to them. And maybe they would even put more effort than an American. (FFW)

I think that it would be nice to have conversations where people are in need with whatever that is, and then not be afraid to go to the next level of the system. Whether that's law enforcement, the government, people that are in any sort of authority. I would like to see the fear gone. And so success to me would mean people not being afraid. I think we would end some of the cycles of trauma. (NES)

It's fear that we're trying to eradicate - the fear that we can see in the people of color. And the fear that we don't talk about that the white population has about them. And I think if these groups are emboldened to not be afraid they come out, we mix, we mingle, we get to know each other and get to climb the ladder [together]. (NES)

We might have a better sense of belonging instead of trying to fit in to the system and the frameworks that the state and county agencies have implemented. (NT)

you have to hear a whole lot of what I would call contempt for investigation. You know, like leaping to assumptions and operating on the basis of bias as opposed to actually inquiring about differences and exploring those differences and a healthy learning perspective on those differences in ways that might actually enrich our lives beyond measure. If we were to embrace that as a collective community. (SUPS)

I think it would add authenticity to our work as well. I think as we talk about hearing those voices and finding ways for those voices (SUPS)

I think there will be more participation in going back to belonging again, that there would be that belonging and that sense of safety, empowerment, feeling valued, like your voice is valued. You know, from all different groups. Where I think right now, there's a reluctance a lot of times because of bad experiences. (SUPS)

greater participation. (SUPS)

I think we would feel more included I guess and more heard. (SFF)

I feel like an island sometimes. I was that kid that grew up in elementary school, the only black kid or the only other. It was always me and the other black guy.

I feel like it would be more inclusive. Because you get to see people that look like you on city council and you feel inspired if you see somebody like if say the mayor's Hispanic or something, that would inspire people to be more like him. It would inspire more kids to want to be like him. (SFF)

There's something about like representation but there's another thing about accessibility and seeing actual change happening on that level. So not just like access to those positions of leadership but like for people across the board with access to basic things that so many people are struggling with. Including like food and health care and childcare and all that good stuff. (MHW)

I like having people feel heard. That is really a strong way of putting it that where it builds bridges across the various cultural groups within our community and recognizes that we're all here and I think it goes back to that concept of belonging at the beginning. I think everybody wants to be heard in some way. Allow for communication to happen. And growth, I guess, in terms of recognizing everyone. I don't think it's ever going to be over either. I think it's a constant ongoing process. So being recognized county wide as kind of a source for these conversations and building these bridges and yes, like constant - let's work on this together. (A&C)

Organizational Structures and Systems

the city council [would take a] position on a people's initiative for essential workers, which are mostly people of color, (SJA0)

I'm reminded that after the last Spanish flu pandemic, people were so happy to take off their masks and gather and get around that the roaring 20s ignited. And, I mean, it was short lived, and jazz music. People of color were actively being promoted and listened to, and enjoyed and danced to and, and Art Deco type art was prospering and, and, and then radio was brought in and, things fell apart. I believe that if we are truly effective, if we are effective making this happen, that we can change the world from here from this area. You know, the world economy can be impacted by our successful integration of cultures, there will be a kaleidoscope of arts, culture, education, prosperity, and I really believe that the potential for changing the world can be from right here in our hometown. (FBO)

Usually whenever I walk into a space, I am one of two people of color, and I don't want people to come up and say problematic things to me. I don't want in a professional setting, to have to explain to a white man or a white woman, why they cannot call me a savage.. I detest that I was called a field n-word, and their explanation was we cannot control our clients and they use it in music.

The WREC needs to be a public fixture. Because as soon as these organizations go away, society tends to backslide and so I would like to see more funding for the WREC. I also would think that we wouldn't be surface liberals, because a lot of people who think they're very woke and progressive, they're like, "Oh no, Whatcom County and Bellingham was rated as a safe place for visiting people who come here for a vacation and that's very racially safe because they give it a four star rating". We need more diversity we need to have structures in place that can make all people feel welcome. (AAPI)

if we could have this place of a person like me who has a record now, it doesn't matter if I did it or not, I have a record so I'm guilty. How do I live my life, how do I finish my degree, how do I rent a freaking apartment or house. (AAPI)

so if we had a place or a person that we could vomit this shit at, and we still want to be protected, productive members of society. We still have goals we still have plans we still have things that we want

to do, how do we do that in this white place, that would be freaking amazing to be acknowledged to be heard to be seen, and also to be validated that we're trying to work. We're not sitting here living off the government. Before I got this job as a work study student with food stamps I had more money in my pocket than I do now. I have less money and I have a full time job with benefits I get no assistance. The only thing I get is free lunch at school, I get \$0.00 for anything else because I make too much money, but I have less money now. But that never can be talked about, because I am a single, divorced woman of color with a record. That's who I am. I'm a felon, that's my identity that's how I'm seen (AAPI)

to see it had structural impact on how the budgets were made and where those fundings were going. You know, we have like some huge budgets for certain departments. So would we restructure them and put that money in other places? ..a lot of things would have to be restructured - power dynamics would have to have changed, and outcomes would be different. (SJA0)

if it's truly successful, we'd see massive system changes, whether it's through the criminal justice system or elsewhere. I also think people of color would feel heard, they would feel represented, they would see representation in in their community, whether it's in positions of power in the private or public sector. And I imagine it would look like checking back in on a lot of things to continue progress because a point of success is one thing but continuing that change and creating longevity would be another - but best of luck. (Pros)

I would hope for a more up to date criminal justice system. I'd like to see the schools that are underfunded right now get more funding like Alderwood you know, Birchwood it's not necessarily under resourced, but they could always use more (PDef)

I think it would look like a way smaller criminal court system because we would have made the investments up front in younger generations. (PDef)

I would definitely hope for some sort of reform or system being implemented in schools of various levels to just get on a more equitable level. (HES)

Ultimately, it's going to change individual behavior and how we relate to each other. And how we feel about each other, ourselves and other people. I think that's an amazing challenge to the group, the organizing group, to make that explicit - to really play that out. What I'm getting at an outcomes is what small successes, potentially can the commission identify the areas of health disparity and law enforcement and housing and education, as small successes, that ultimately are linked to the kinds of things that we're sharing with you today. I mean, that's beautiful to try to figure that relationship out. People will look at each other differently and feel different. (ML3)

Awareness and Funds of Knowledge

way more awareness about our neighbors and people in our community who are members of the tribes, it would mean there wasn't hearing just like disgusting comments from people about, oh, they get everything they get better hunting rights and fishing rights and all this like, Oh, you think they're lucky? (PDef)

I feel that now, enough is enough, that it is time for us to be recognized and to know that we are contributing. We are not stealing, we are not taking advantage of anyone, do you understand me? I would like that all this information that you are collecting and all this, that something can be done for the good of all and that we are all equal in the eyes of the law. Everyone because no one is above the law, we

should all be treated equally and not just because of our color they think we are doing a crime or we are taking advantage or we are stealing, (FFW)

My mind keeps going to like other groups in our community like the Punjabi community, there's a huge community here but you don't hear necessarily about their contributions to Bellingham. You don't hear the Lummi tribe's contributions to Bellingham. I think, if we were to put that out there and kind of advertise it a lot. It just become a normal thing. People will be more aware of what's going on in their cultures. Maybe it would clear up some ignorance on the members of our community. .. it's easy to hate somebody until you know their story and then once you know their story, it's really hard to go back to that initial feeling you had because then you're like, Oh, I understand why you did the things you did now. (PDef)

we would have special days where we would go to the Whatcom Museum and it would focus a lot on you know, Lummi culture and the native peoples. And that would not be just a special day. That would be something that is just seen part of you know the core educational system that it's not just one day it's every day... I would love to see just more of a seamless integration of everyone, not just white history and white culture and not having to point out these things and just having it be natural. And I think that potentially at some point we could get there. It would take a whole lot of work. And I think that starting with the younger generation growing up and then having that be the norm rather than the different. (PDef)

all of the white people would stand back and listen. We would be diligent about the beautiful words that were said that children need to be celebrated for their diversity not stripped of it, not just children but our neighbors , and people, in fact, would wake up, pay attention. Be open to learning to taking a backseat. (Parents)

It'll just feel better when I know that people have chosen to change course from our predictable comfort zone. What's gonna change in order for it to feel better for me is to know that I don't have to be bringing up issues with people that I think are intelligent, and good, but they don't get it. To know that they keep doing that. (Parents)

what has bothered me my entire life - Bigtime is a when you were in school and you have black history month you have the Chinese, the railroad, all this stuff is negative and they're speaking about it and all this stuff happened to these people that came over to America when America was being built. But when you got to the Native American it was about how we were resistant. We were savages and it's just the way we're portrayed in the history books. It's the way we're portrayed in schools, that even Mexican kids that came and say, Oh, the Indians are bad people. Black kids, you know, they say oh, the Indians were bad people, and the Indian kid will say, Well, you guys are all bad in our eyes. Because, this was our land. Where's our recognition? And it seems like every generation from the time of the first contact, we've always been trying. What about us? What about us? You know, we send troops over to other countries to fight because what they're doing to the Aboriginal people in those lands. We send troops over to fight for their protection. Yet we allow this to continue here in our own homeland, to us - to our people. And you know some day that's got to change. We don't need somebody coming in and trying to tell us how to govern our people. We don't need nobody telling us how to be Nooksack. But we do need people to understand what it is to be Nooksack. Because it's always the lack of education. What you don't know scares you. What you don't know puts up your defense against that person. And that's why there's a

lot of misunderstanding between non tribal and tribal. If they taught about our history accurately, I think it'd be a different story, instead of sugarcoating everything. (NT)

There would be more cultural awareness of who we are - not just Nooksack, but Lummi and even the inner relationships we have with tribes across the border – that border wasn't here. And we struggle with issues with the border as well. Our tribal people do. (NT)

There's so much that's been taken away from us already when it comes to our culture. And because of social media, a lot of it's in jeopardy again today. A lot of what we have left is in jeopardy. We don't want to share everything we have with the outside world. (NT)

Definitely some sort of training for the police force. (HES)

Education and awareness are critical (LFG)

Call to Action and Consequences

what can people who are elected do about this? Because there are a lot of great conversations like ours that are happening. But turning that into, like, policy is really different stories sometimes. ..it would look like elected representatives who are really transparent and who are really engaged with diverse communities for sure. (HES)

... we do have the potential to be a model for the country, because we are just in a very unique place. I've heard many times about the Bellingham bubble. I'm beginning to understand what it means. But I also think that we have enough courageous leaders, just enough courageous leaders, to make some real impact. And to be a model for the rest of the country. We sit at what feels like a crossroads where we're very dichotomous in terms of how we represent. We're sitting in a space that's very conservative and very liberal at the same time and quite progressive and everything in between. How beautiful that is, right? If we could get our neighbors all over the city to manage to tolerate and love and be compassionate and work with the tension of opposites, recognizing that we don't have to always agree. But if we come to the table with respect and honor and love, and everybody's voice counts, then I think we absolutely could be a model because there's racial progress...if we really embrace that, and we get our government sector and our public sector and our citizens to come together in ways that the Commission can facilitate so that these spaces become more the rule than the exception, I think that we will absolutely change the world one community at a time. (FBO)

I think having set goals possibly to what you'd like to do with each community of color (HES)

I would like to stop this, us versus them - like this kind of there's either you're in or you're out. And also allow for growth because each of us are different.. I think you will feel successful if every one of us can be the best version of ourselves at work and in community like we don't have to hold back. We can just be ourselves. .. I would love to not have these conversations. For me, this is successful if this goes away. Like we don't have to have an institution and foundation leading these conversations. It's part of the air we breathe and we don't have to talk about it. (ML3)

I think that two things have to change. I understand that they have to do their job but everything in their own way, they can't be making people feel so uncomfortable or assuming that one wants to be stealing, because I am not hateful, I expect many changes, hopefully with time if the government doesn't make them, then we are going to have to look for ways to achieve all of this. (FFW)

Burden on BIPOC

We would feel more confident to talk about this. I personally am going to be honest with you. When [redacted] came to me to participate, I told him no, I don't want to talk to other people about things, I don't want to get into trouble, I don't want to get into trouble, I didn't want to beforehand. I was afraid, I didn't want to get in trouble with anyone or anything, so there was more security, I think for oneself to be able to express what you feel. (FFW)

Additional

If it's successful I think that Whatcom County will function just as it's currently functioning. I think it may function a little better in some ways. But I don't think that success of any external group is going to change everybody in the community, nor should it try to. I don't think that it's going to create a substantive change for every group that does not feel like they have a voice because ultimately it's up to people and the people in the community to speak up for the things that they want. So what will it look like? It'll look just like it does... I'm pretty happy with the way it is here. While understanding that there's always room for improvement in any group person, anything. (LEFG)

Researching Existing Entities

As part of the development of recommendations for establishing a Whatcom Racial Equity Commission, the Project Team conducted research into other entities that were either an advisory body to a government entity or were advancing equity within their community. This research led to meetings with a variety of leaders from other communities. The project team also researched local entities to provide insight into the current advisory bodies – their structure, scope of work, and authority. This report provides details and summaries from the research, including salient information that was relevant to the process to establish Whatcom County’s Racial Equity Commission (WREC).

Findings & Incorporation

LOCAL RESEARCH

For the development process, local existing entities establishing documents were accessed first to create templates and context materials for the Stakeholders (36+ community members representing diverse identities and perspectives) informing the scope and makeup of the WREC. These templates were then reviewed by Working Group Members (10 policy makers, project managers, and institutional/government partners and leadership) to ensure they were comprehensive and complete. Recognizing that not all members of Stakeholder group had experience navigating this kind of process, these locally crafted materials became valuable tools that allowed all community members to participate with a shared understanding of the elements of an establishing ordinance. Sample text from existing boards, task forces, and commissions provided a launching point for understanding and accessibility of information.

Additionally, we learned about benefits and challenges of various aspects of our local entities. Several Stakeholders have served on various advisory bodies locally which allowed even deeper insight to how an ordinance is operationalized. These members were able to describe the implications and impacts of drafted text on implementation. Sometimes these were benefits written into the policy that the group sought to capture in our recommendations. Sometimes they were pitfalls that the group was determined to avoid.

RESEARCH FROM OUTSIDE WHATCOM

As the team looked outside of the county, we conducted research and reviewed online information related to racial equity work in general and in other geographies. That broader work led to direct communication with several organizations and entities. Contacting entities outside of the area created both learning and relationship building opportunities. In conversations with representatives of each organization we gained an understanding of the regional, state, and national landscape related to the work of advancing racial equity. We learned that Whatcom would be a part of a broader national conversation while also having an opportunity to build closer to home through connections with related efforts and organizations in other counties and at the state level.

Throughout this process, we were able to both ask and answer many questions. One question our group posed to every person we met with was:

If you were to start over from the beginning today, what would you do again

and what pitfalls would you avoid?

Without fail, we learned. Again, we were given the gift of “going second” through having an opportunity to build upon what worked and avoid what another organization experienced as detrimental. Below, we’ve included a table that lists several key organizations/entities we studied as well as the takeaways from each that were incorporated into this process.

Three Key Success Factors to Racial Equity Work:

1. **VALUING LIVED EXPERIENCE** – People who have experience with the condition that an entity seeks to change also have an awareness of the daily circumstances contributing to the issue and are in a position to provide critical insight to how to best manifest change.
2. **SPECIFICITY IN THE SCOPE** – Addressing equity broadly across multiple impacted populations has the potential to not only reduce the efficacy for implementing change within a single demographic group, it also can lead to participant burn-out due to growing scope of work. It was repeatedly recommended that racial equity is centered and prioritized within the scope of the Commission in order to be most effective.
3. **MOVING AT THE SPEED OF TRUST** – In working with communities, especially if those communities may have a distrust of government due to how their lives are currently or historically impacted by policy, relationship-building and tending are essential to progress. Sometimes that building is creating an opportunity for challenging conversations where grievances are aired while other times it is important to lean on organizations to facilitate relationship-building as *trusted messengers* within a community.

TABLE: Summary of Key Takeaways

| Entity | Description | Key Takeaways |
|---|---|--|
| OUTSIDE OF WHATCOM | | |
| Greenville Racial Equity + Economic Mobility Commission (REEMGVL) ¹ Greenville, SC | Coalition convened in conjunction with the local United Way focused on eradicating race-based disparities/ inequities experienced by the Black community in Greenville County | <ul style="list-style-type: none"> ✓ “Urgency not haste” being intentional about work & not prioritizing speed over efficacy & desired outcomes ✓ Creating committee work around focus areas ✓ Engaging private sector partners in coalition work including business leaders ✓ Participants needed a shared understanding of local data & history to have a shared working context ✗ Entity is 100% in the private sector which means can limit direct influence on policy change |
| Civil Rights Commission King County, WA | County-wide commission addressing equity across multiple | <ul style="list-style-type: none"> ✗ Target populations for policy recommendations varied broadly |

¹ <https://www.reemgvl.org/>

| | | |
|---|---|--|
| | issues including but not limited to race/ethnicity, gender, sexuality, ADA compliance & accessibility | making the scope of work too large to be effective |
| <i>Coalition Against Hate & Bias²</i> <i>King County, WA</i> | Community-led initiative supported by King County Office of Equity & Social Justice. Coalition of community-based groups & organizations convened to engage & support communities experiencing hate & bias incidences | <ul style="list-style-type: none"> ✔ Utilizes existing community-based organizations as connections to communities that may not otherwise engage with government entities |
| <i>Poverty Reduction Work Group³</i> <i>Washington State</i> | PRWG leverages the guidance/wisdom of a Steering Committee composed of people with lived experience alongside a Working Group of members from various systems/sectors to develop plans & strategies to address root causes of poverty/ intergenerational poverty. These plans, strategies, & goals are co-designed with community members who have been impacted. | <ul style="list-style-type: none"> ✔ Composed of both people with lived experiences of poverty as well as experience navigating/work in public & private sector service systems ✔ Steering Committee formed to set working priorities/ trajectory of work ✔ Steering Committee is composed of people who have been impacted ✔ Relationship building within the group lays the groundwork for successful collaboration |
| LOCAL | | |
| <i>Incarceration Prevention & Reduction Task Force⁴</i> <i>Whatcom County, WA</i> | The purpose of the Incarceration Prevention & Reduction Task Force is to continually review Whatcom County's criminal justice & behavioral health programs & make specific recommendations to safely & effectively reduce incarceration of individuals struggling with mental illness & chemical dependency, & minimize jail utilization by pretrial defendants who can safely be released. | <ul style="list-style-type: none"> ✔ Having less frequent full group meetings & creating opportunities for committee work ✔ Is illustrative of how advisory bodies & their scope of work can evolve as the needs of the county change ✘ Without defining terms & term limits in ordinance, WCC 2.03 terms apply which does not give flexibility or discretion to maintain members after their limit if there are midstream on a project |
| <i>Child & Family Well-being Task Force⁵</i> | The purpose of the Whatcom County Child & Family Well- being | <ul style="list-style-type: none"> ✔ Addressing participation barrier reduction to include |

² <https://kingcounty.gov/elected/executive/equity-social-justice/Coalition-Against-Hate-And-Bias.aspx>

³ <https://dismantlepovertyinwa.com/about-the-work-group/>

⁴ <https://www.whatcomcounty.us/2052/Incarceration-Prevention-and-Reduction-T>

⁵ <https://www.whatcomcounty.us/3537/Child-and-Family-Well-Being-Task-Force>

| | | |
|--|---|---|
| <i>Whatcom County, WA</i> | Task Force is to continually review Whatcom governmental impact on children & families & make specific recommendations for improvements for all departments. | <p>people who are not normally on advisory bodies</p> <ul style="list-style-type: none"> ✓ Is currently the most diverse County advisory body ✓ Multiple Co-Chairs creates a more reasonable workload for members in leadership ✓ Utilized “Fist to Five” consensus decision-making which increased full group participation ✗ Experienced challenges reaching consensus at times ✗ The combination of the size of the body & number of meetings/hours can create challenges reaching quorum |
| <i>Climate Impact Advisory Committee⁶</i> <i>Whatcom County, WA</i> | The Whatcom County Climate Impact Advisory Committee provides review & recommendations to the Whatcom County Council & Executive on issues related to the preparation & adaptation for, & the prevention & mitigation of, impacts of climate change. | <ul style="list-style-type: none"> ✓ Illustrates importance of local work on a larger global & national issue ✓ Leverages partners from multiple sectors who share an expertise in the body’s subject of focus ✗ Has a large scope of work & has a clause prohibiting compensation in ordinance which may create participation barriers for some community members |
| <i>Bellingham-Whatcom County Commission on Sexual & Domestic Violence⁷</i> <i>Whatcom County, WA</i> | The purpose of the Commission is to provide leadership in effort to reduce & prevent sexual & domestic violence. The Commission is a quasi-governmental entity. Operating as a hybrid, it has the public mandate of an advising body as established through ordinance/interlocal while being administered by a nonprofit entity, Domestic Violence & Sexual Assault Services as established through contract. | <ul style="list-style-type: none"> ✓ Is fiscally sponsored by a 501c3 nonprofit ✓ Because of nonprofit relationship, the org can access private funding for programmatic work ✓ Is funded through a public-private partnership ✓ Has designated staff employed through nonprofit sponsor ✓ Works in cooperation with staff & departments to conduct audits/research for recommendations |

⁶ <https://www.whatcomcounty.us/2744/Climate-Impact-Advisory-Committee>

⁷ <https://www.dvcommission.org/>

Immigration Advisory Board⁸
Bellingham, WA

The purpose of the Immigration Advisory Board is to review & evaluate existing policies & make specific recommendations to the Mayor & City Council regarding City policy related to immigration matters. The Board is also tasked with monitoring compliance with E2SSB 5497 & to support community involvement in regional issues related to immigration.

✗ Has some limitations in engagement of cities outside of Bellingham

✓ Provides translation services in multiple languages over zoom for increased participation of people with lived experience

✓ Utilizes committee/work group structures to accomplish tasks in smaller groups that are presented to the whole Committee

✓ Has multiple co-chairs

✗ Lack of specificity in scope of work can create challenges regarding clarity on what is expected of members & COB Staff

✓ Beneficial insight incorporated into recommendations

✗ Pitfall identified & avoided in recommendations

⁸ <https://cob.org/gov/public/bc/immigration-advisory-board>



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-529

| | | | | | |
|----------------------|----------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | AB2022-529 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/20/2022 | Entered by: | JLassite@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Ordinance | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 09/27/2022 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Ordinance approving a system of rates and charges for the Whatcom County Conservation District

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance approves a system of rates and charges pursuant to RCW 89.08.405 on all lands in those portions of the Whatcom Conservation District located within Whatcom County for a period of ten years.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D

ORDINANCE NO. _____

**APPROVING A SYSTEM OF RATES AND CHARGES FOR THE WHATCOM
CONSERVATION DISTRICT ON PROPERTIES LOCATED IN UNINCORPORATED AND
INCORPORATED WHATCOM COUTY**

WHEREAS, RCW 89.08.405 authorizes county legislative authorities to approve a system of rates and charges for conservation districts to fund activities and programs to conserve natural resources and other exercise of authority for the public health, safety and welfare as authorized by law; and

WHEREAS, the Whatcom County Conservation District (District) has developed and proposes a system of rates and charges to provide basic funding for District activities within Whatcom County; and

WHEREAS, the District is a governmental subdivision of the State of Washington, organized under chapter 89.08 RCW to provide for the protection of the public health, safety and welfare, including protection and conservation of natural resources throughout Whatcom County; and

WHEREAS, the District's proposal includes a spending plan for projects and program activities as authorized by chapter 89.08 RCW that will support properties and property owners within both incorporated and unincorporated Whatcom County; and

WHEREAS, pursuant to RCW 89.08.400 and .405, the District conducted public hearings on the proposal on July 7, 2022, and July 11, 2022; and

WHEREAS, the Board of Supervisors of the Whatcom Conservation District passed Resolution No. 22-02 on July 25, 2022, to submit a proposed system of rates and charges to the Whatcom County Council; and

WHEREAS, the Board of Supervisors of the Whatcom Conservation District passed Resolution No. 22-03 on July 25, 2022, to provide a process for individual property owner appeals of a rate or charge applied to a parcel of property; and

WHEREAS, Whatcom Conservation District transmitted its resolutions and request to approve and to fix the rates and charges consistent with chapter 89.08 RCW to Whatcom County on July 29, 2022; and

WHEREAS, the revenue from the rates and charges will allow the District to:

- Exercise its authority, including the continued protection of the public health, safety and welfare and protection and conservation of natural resources throughout Whatcom County
- Obtain grant funding and support local conservation programs
- Address water quality and conservation programs related to endangered salmon species
- Provide for other natural resource protection requirements and needs, such as the protection and conservation of farm lands; and

1 **WHEREAS**, support for the District's proposed programs has come from many
2 different organizations and agencies across the County; and
3

4 **WHEREAS**, programs to be supported by the system of rates and charges are
5 consistent with policies in the Whatcom County Comprehensive Plan regarding the
6 conservation of agriculture and protection of important fish habitat; and
7

8 **WHEREAS**, the system of rates and charges was developed following an extensive
9 rate study prepared for the Conservation District by FCS Group, an independent financial
10 consulting firm that provides economic, public finance, management consulting and financial
11 (rates, charges and fees) services to public sector entities throughout the country, including
12 city and county governments, utilities, municipal corporations and ports, special purpose
13 districts and state agencies. FCS Group evaluated the services provided by the District and
14 has developed a rate structure that allocates the costs of District services to classes of
15 property; and
16

17 **WHEREAS**, the Board of Supervisors of the Whatcom Conservation District, in
18 adopting Resolution No. 22-02, considered and adopted Findings and Determinations that
19 support the system of rates and charges and the application to properties and property
20 owners in the unincorporated and incorporated areas of the County; and
21

22 **WHEREAS**, notice of the public hearings held by the Board of Supervisors of the
23 Conservation District were posted in thirty-two places throughout the incorporated and
24 unincorporated areas of Whatcom County beginning on June 23, 2022; published on the
25 District web page beginning June 22, 2022; and published in The Bellingham Herald on June
26 24, 2022, and July 1, 2022, the Lynden Tribune on June 29, 2022, and the Northern Light
27 on June 30, 2022; and
28

29 **WHEREAS**, pursuant to RCW 89.08.400 and .405, the Whatcom County Council
30 conducted a public hearing on _____ to consider the proposed rates and charges;
31 and
32

33 **WHEREAS**, notice of the public hearing held by the Whatcom County Council was
34 posted in at least five locations throughout the District and published in
35 _____ for two consecutive weeks, with the last notice at
36 least five days before the hearing on _____, and published in _____ on
37 _____; and
38

39 **WHEREAS**, imposition of the system of rates and charges by and for the District is
40 in furtherance of the public health, safety and welfare and in the interest of the citizens of
41 Whatcom County.
42

43 **NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that:
44

45 **Section 1.** The Whatcom County Council hereby approves a system of rates and charges
46 pursuant to RCW 89.08.405 on all lands in those portions of the Whatcom Conservation
47 District located within Whatcom County for a period of ten years, beginning collection in
48 January 2023 through 2032, consistent with Whatcom Conservation District Resolution No.
49 22-02 (the "Rate Resolution"), as outlined in Exhibit A, which is attached hereto and
50 incorporated herein by this reference.
51

52 **Section 2.** The schedule of rates and revenue calculations is approved as shown in Exhibit
53 B, which is attached hereto and incorporated herein by reference.
54

Section 3. The rate schedule approved in this Ordinance as shown in Exhibit B shall be applied by the District as a separate item against each parcel (subject to a rate) on the tax rolls, and the District shall at its expense prepare a roll setting forth each parcel to be charged and the amount of unpaid charges for each parcel to be charged as set forth herein, and transmit the same to the County Assessor and Treasurer, and the County Treasurer shall collect and account in the manner required for property taxes. In recognition of changes of use and of property during the period authorized hereunder (including creation of new lots), and the potential for inadvertent error in classification of parcels and the application of use codes, the Conservation District is authorized to modify and correct a parcel's identification and applicable rate in its submittals to the **County Assessor and Treasurer**. Any appeal of such rate and charge shall be conducted and determined by the District pursuant to RCW 89.08.405 and District Resolution 22-03 as shown in Exhibit D, which is attached hereto and incorporated herein by reference. The District shall promptly transmit any revision to the rates and charges applicable to a parcel or parcels as the result of its determination upon appeal to the **County Assessor and Treasurer**, and the District shall refund any amount paid which it determines upon appeal to be in error. The cost and administrative resources necessary to collect from a parcel that does not receive a property tax statement from the County Treasurer may not be economically justified. As a result, if the District includes in the roll transmitted to the **County Assessor and Treasurer** parcels subject to the rates and charges approved by this Ordinance, not otherwise required by law to receive a property tax statement, the District will pay to the **County Treasurer** the allocable cost of mailing statements to that parcel, in addition to the otherwise applicable cost of collection. The amount of a rate shall constitute a lien against the land that shall be subject to the same conditions as a tax lien, collected by the County Treasurer in the same manner as delinquent real property taxes, and subject to the same interest rate and penalty as for delinquent property taxes.

Section 5. As provided in RCW 89.08.405(6), the County shall retain one percent (1%) of the amount collected by the County Treasurer to reimburse the County for the costs of collection.

Section 6. The District shall administer its program and expenditures pursuant to its annual program of work and rates and charges budget. The *2023 Program of Work with Proposed Rates & Charges Appropriation Budget* is attached hereto as Exhibit C, and incorporated herein by reference. The District shall provide, by no later than September 1 of each year, copies of its annual program of work and rates and charges budget to Whatcom County. The District shall also provide annual reports at this time, detailing work completed the prior year. The annual reports shall describe progress achieved towards work plan goals and report any barriers towards achieving work plan goals. The annual program of work, the rates and charges budget, and the annual reports shall be filed with the clerk of the Whatcom County Council.

Section 7. This Ordinance is enacted under the County's police power authority, including Const. Art. XI, Section 11 and RCW 36.32.120, and its authority under chapter 89.08 RCW.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

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WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

**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 REFINING; 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 WHOESL TRAD; 5111 AUTO/MTR VEH; 5112 AUTO EQUIP; 5121 DRUGS/PROP/S; 5122 PAINT/VARNISH; 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 WHOESL 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, 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

EXHIBIT B

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

EXHIBIT C



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 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.

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. Working Lands Conservation

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. Climate Resiliency

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 through District social media posts and boosted advertisements. (A record of public 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.

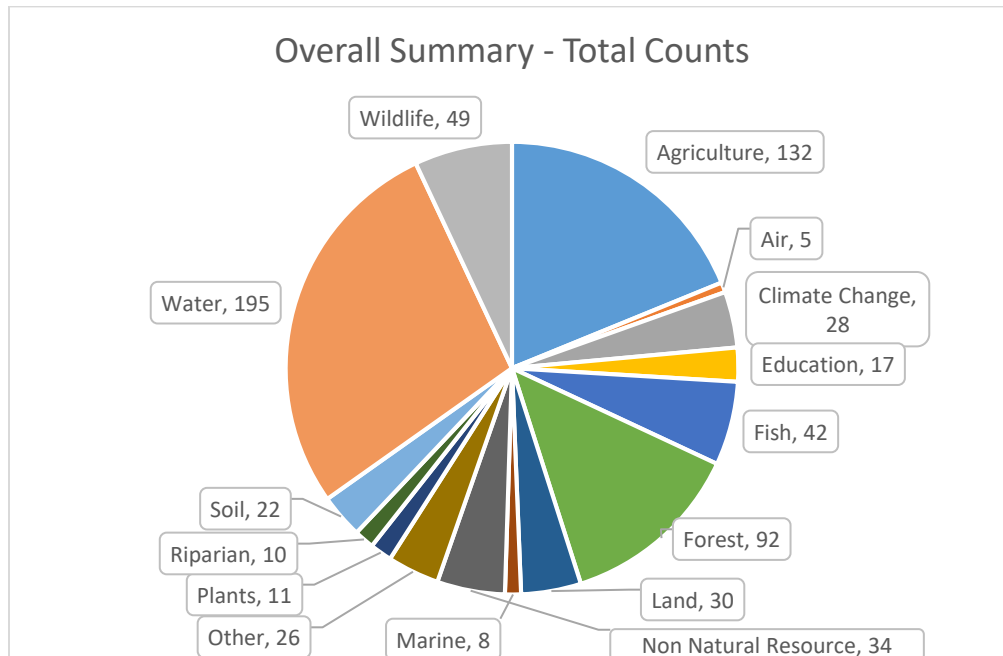
Examples of responses in the top three categories are below:

Water = “Clean water/streams” “Shoreline” “Water Quality/quantity” “water supply and quality”

Agriculture/Farmland = “active agriculture” “Farm Stewardship” “Open farmland” “Maintain agricultural areas”

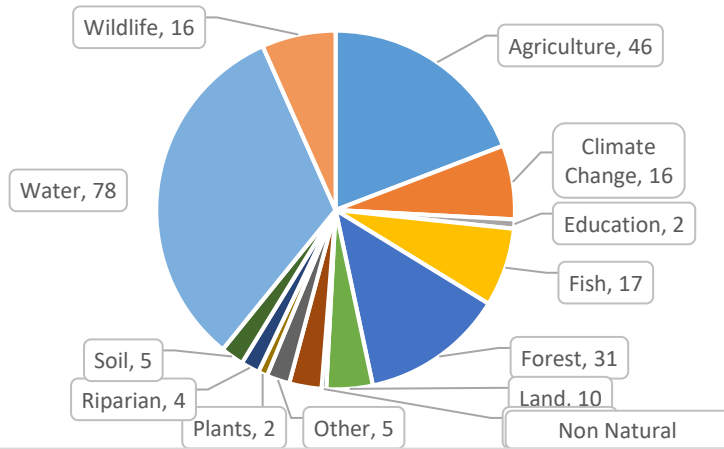
Forest = “Timber Resources” “Forest ecosystems” “Trees” “forested/vegetated riparian buffers”

Non Natural Resource = “Development rights” “Recreation” “Noise” “Traffic”

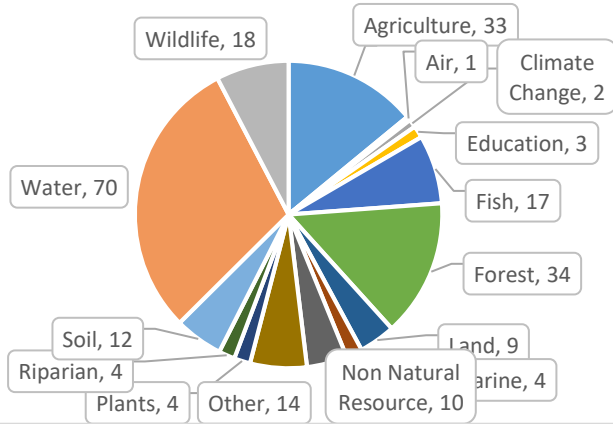


APPENDIX D

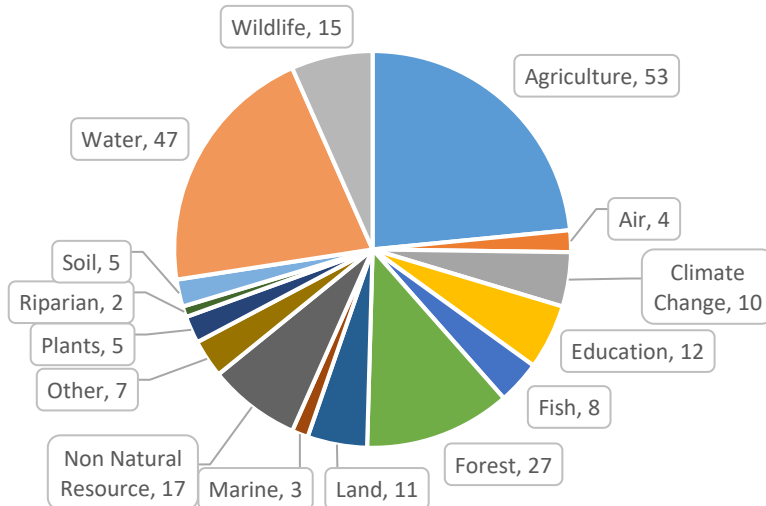
1st Choice Summary



2nd Choice Summary



3rd Choice Summary



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)

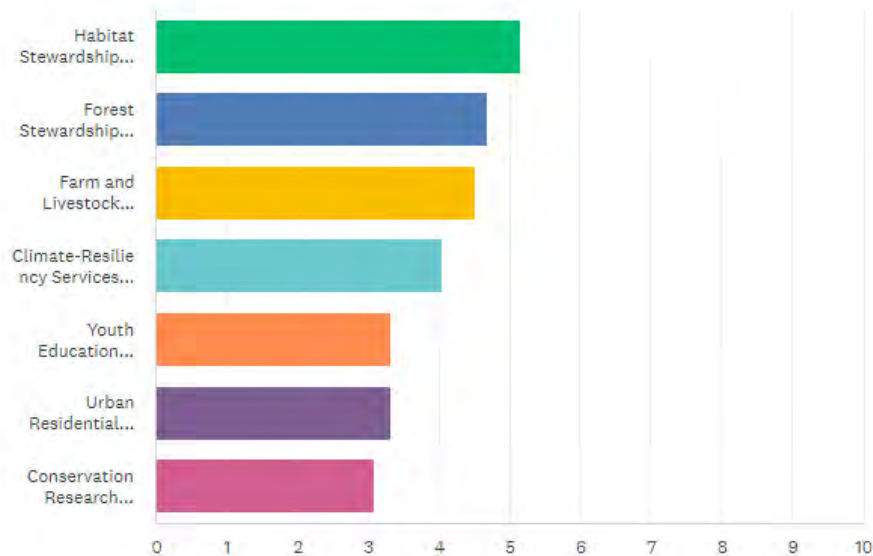
- ☐ Habitat Stewardship Services
- ☐ Forest Stewardship Services
- ☐ Farm and Livestock Services
- ☐ Climate-Resiliency Services
- ☐ Youth Education Services
- ☐ Urban Residential Services
- ☐ Conservation Research Services

* Note that under each category were examples of service options

Summary of responses are below by their weighted 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?

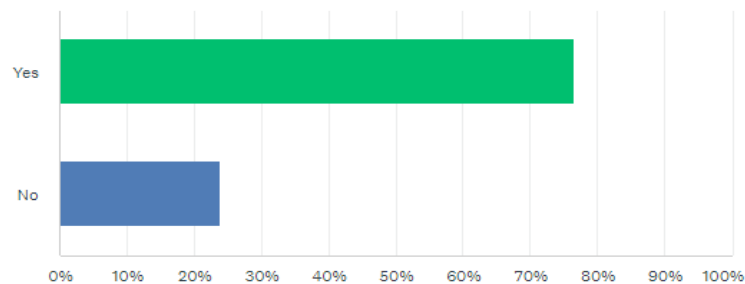
☐ Yes

☐ 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)

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?

Answered: 242 Skipped: 4



APPENDIX D

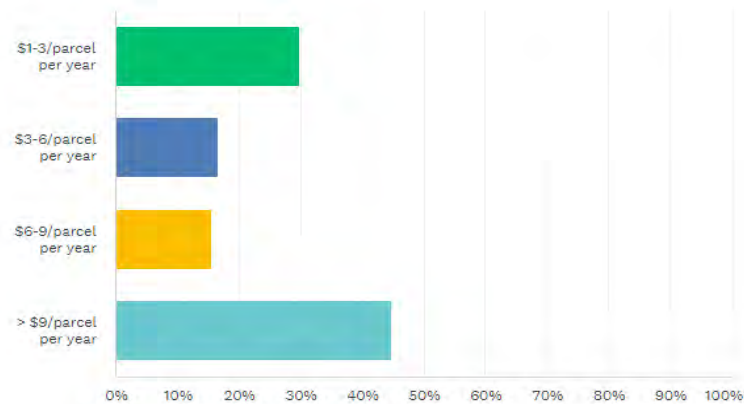
5. If yes, which of the following annual fee ranges would you pay to implement those District programs and activities?

- ☐ \$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.

If yes, which of the following annual fee ranges would you pay to implement those District programs and activities?

Answered: 181 Skipped: 65



APPENDIX D

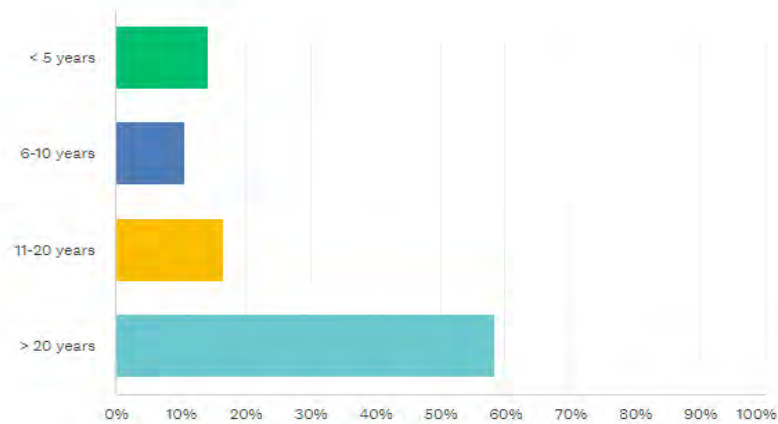
6. How long have you lived in Whatcom County?

- ☐ < 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.

How long have you lived in Whatcom County?

Answered: 245 Skipped: 1



APPENDIX D

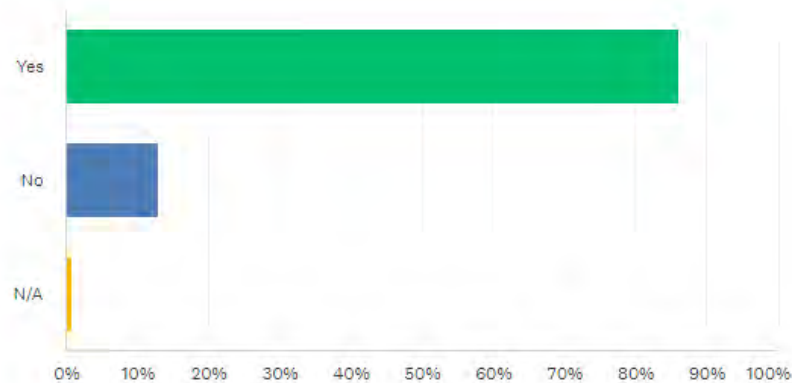
7. Do you own your parcel/property?

- ☐ 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)

Do you own your parcel/property?

Answered: 246 Skipped: 0



APPENDIX D

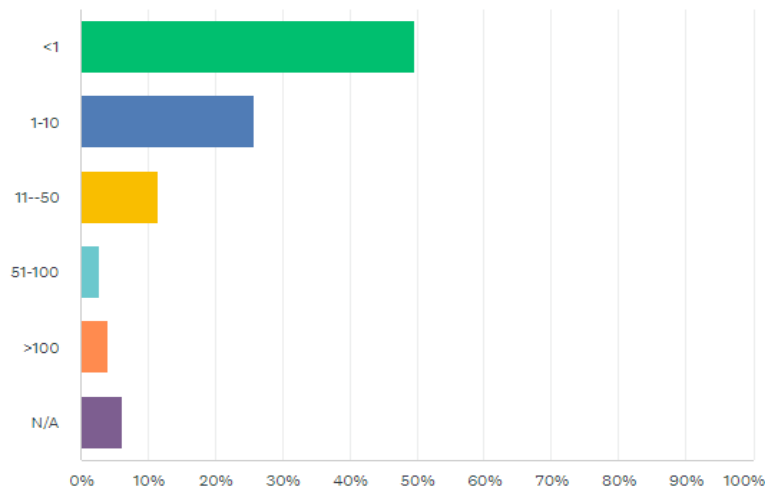
8. How many acres of land do you own, lease and/or manage?

- ☐ <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

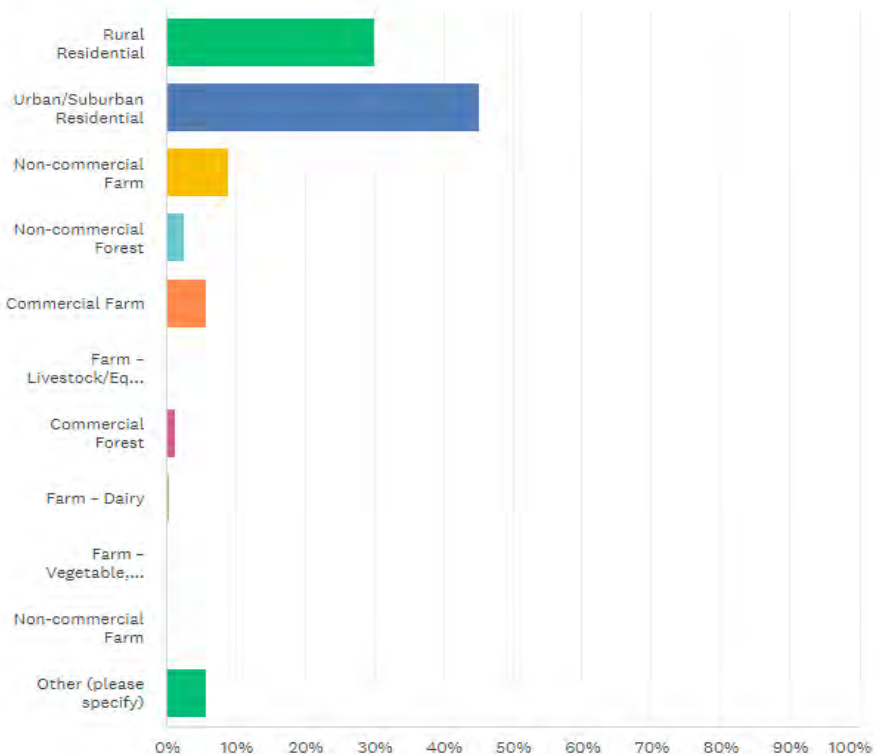
9. Select the type of landownership or operation that best describes your situation.

- ☐ 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)

Select the type of landownership or operation that best describes your situation.

Answered: 243 Skipped: 3



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 |

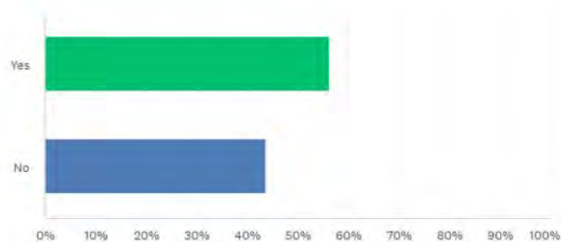
10. Does your land contain or is it adjacent to a waterbody (examples include marine shoreline, creek, and wetland)?

- ☐ 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)

Does your land contain or is it adjacent to a waterbody (examples include marine shoreline, creek, and wetland)?

Answered: 252 Skipped: 4



| ANSWER CHOICES | | RESPONSES | |
|----------------|--|-----------|------------|
| ▼ Yes | | 56.22% | 140 |
| ▼ No | | 43.78% | 109 |
| TOTAL | | | 249 |

APPENDIX D

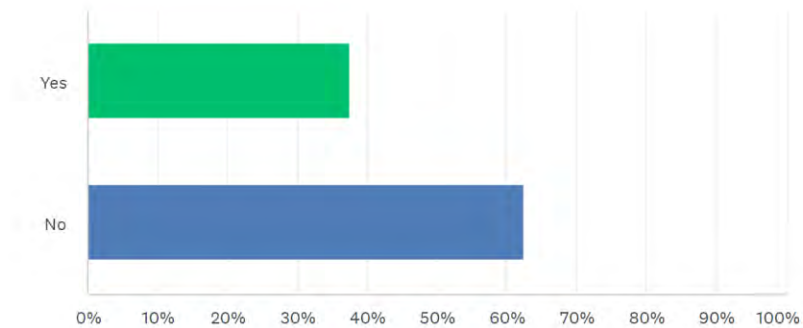
11. Does your land contain a woodlot or forest?

- ☐ 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)

Does your land contain a woodlot or forest?

Answered: 252 Skipped: 4



| 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 Contract | Board Member/Assoc Svrs | 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 | | Larry Davis | | Larry Davis | Emailed - 2020, Presentation - 2020 | Completed | | | | | |
| | Matthew Thoomey | | A. Sweeney | | | | | | | | |
| NON PROFITS - Ag | | | | | | | | | | | |
| Farm Bureau | | Suzzi Snyder | | Suzzi Snyder | Phone - SSnyder; 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) | | | | | |
| | Ben Elenbaas, Troy Lenssen | | C. Cheever | | | | | | | | |
| Cattlemens | Branden Brink, Ben Elenbaas | Suzzi Snyder | C. Cheever | Suzzi Snyder | | | | | | | |
| Save Family Farming/WWF | Fred Likkel | Suzzi Snyder | A. Sweeney | Suzzi Snyder | Emailed invitation to ED | Completed (Brandy) | | | | | |
| Raspberry Growers | Henry Beirlink | Suzzi Snyder | C. Cheever | Suzzi Snyder | | | | | | | |
| 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.Snyder 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.Snyder 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.Snyder 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 Morqan, 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 | | | | | |

APPENDIX D

WHATCOM CONSERVATION DISTRICT
One-on-One Stakeholder Engagement Record

| STAKEHOLDER | | WCD TEAM | | | CONTACT RECORD | | | | | | |
|---|--|-------------------------|----------------------|-------------------------|--|---|---|---|--|-----------------------|-----------------------|
| Stakeholder | Point of Contract | Board Member/Assoc Svrs | 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 |
| 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 Snyder | B Reed | Suzzi Snyder | Phone - SSnyder; 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. | | 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 | | | |
| | Rachel Vasak | | | | | | | | | | |
| ReSources | Janet Marino-operations/finance director | | A. Sweeney | | In person 5-11-22 | Left card. Said they'd put the word out on their internal network | | | | | |
| | | Valeri Wade | | Valeri Wade | | | | | | | |
| 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 | | B. Reed / F. Corey | | emailed(Val) | rec'd response | emailed with suggestions(Val) | request for discussion of presentation | | | |
| | | Valeri Wade | | Valeri Wade | | | | | | | |
| 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 Snyder | B. Reed | Suzzi Snyder | | | | | | | |
| | | | | | | | | | | | |
| 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 Snyder | B. Reed | Suzzi Snyder | | | 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 Snyder | B. Reed/A. Sweeney | Suzzi Snyder | Phone - SSnyder; 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 | | | | | | | | | | | |
| Aq 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 | | | | | | | | |

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 |
| 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 Snyder | B. Reed | Suzzi Snyder | Emailed 2020 | Waiting for response | S.Snyder 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 Snyder | B. Reed | Suzzi Snyder | S.Snyder 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 Position 1 | Herb Porter | Heather Christianson | B. Reed | Heather Christianson | Larry Davis - Emailed 2020 | In progress | | | | | |
| 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 Snyder | B. Reed/A. Sweeney | Suzzi Snyder | Emailed 2020 | Waiting for response | S.Snyder 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 Snyder | B. Reed/A. Sweeney | Suzzi Snyder | S.Snyder 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 Snyder | B. Reed | Suzzi Snyder | | | | | | | |
| | Kevin Hester | Heather Christianson | | Heather Christianson | kevin@cityofnooksack.com | HC emailed | Next step - follow up after public hearings | | | | |
| Council | | Suzzi Snyder | B. Reed | Suzzi Snyder | 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 Svyr | 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 Snyder | B. Reed | Suzzi Snyder | S.Snyder 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 Snyder | B. Reed | Suzzi Snyder | Emailed 2020 | Completed | S.Snyder 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 | | | | | | | | | | | |
| Aq 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 Svrs | 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 | Date | City Hall | Date | Library | Date | Post Office | Date | Other (specify) | Date | Other (specify) | Date | Other (specify) |
|----------------------|-----------|--------------------------------------|-----------|---|-----------|--|-------------|--|------|---|------|-----------------|
| | | Address | | Address | | Address | | Address | | Address | | 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 | | 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 | | | |

**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, 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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-510

| | | | | | |
|----------------------|----------------------------|--------------------|--------------------------------------|----------------------|--------------|
| File ID: | AB2022-510 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 09/14/2022 | Entered by: | LCumming@co.whatcom.wa.us | | |
| Department: | Public Works Department | File Type: | Ordinance Requiring a Public Hearing | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 09/27/2022 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Ordinance authorizing acquisition of certain property rights by eminent domain for the County's E. Smith Road and Hannegan Road Intersection Improvements Project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance would 1) declare public necessity for certain property rights needed to construct the Project, and 2) authorize the commencement of legal action in Whatcom County Superior Court to acquire, by eminent domain, these certain real property interests

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Ordinance, Attachment



Memorandum

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

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer *gpk*
Joshua L. Cihak, P.E., Engineering Manager *JL*

Date: September 14, 2022

Re: E. Smith Road & Hannegan Road Intersection Improvements Project; CRP No. 914002
Ordinance Authorizing Acquisition by Eminent Domain

Enclosed for your review and consideration is an ordinance to authorize the acquisition of certain property rights by eminent domain for the County's E. Smith Road & Hannegan Road Intersection Improvements Project (the "Project").

I. Requested Action:

Public Works recommends that the County Council entertain a motion and approve the ordinance authorizing the commencement of legal action to acquire, by eminent domain, the remaining property interests needed to construct the Project.

II. Background and Purpose:

The proposed ordinance would 1) declare public necessity for certain property rights needed to construct the Project and 2) authorize the commencement of legal action in Whatcom County Superior Court to acquire, by eminent domain, these certain real property interests. The required property interests consist of right-of-way (ROW). The County is authorized under Chapter 8.08 RCW to acquire private property necessary for public use by the exercise of eminent domain powers.

A. The Project

The project is listed as item R2 on the 2022 Annual Construction Program. The project will reconstruct the E. Smith Rd. and Hannegan Rd. intersection with a multi-lane roundabout. This work includes reconstruction of the roadway alignments, multi-modal improvements, installation of stormwater infrastructure, and intersection illumination.

The County has obtained two sources of federal funding for the Project. The first is Surface Transportation Block Grant (STBG) funds in the amount of \$1,000,000 and the second is Highway Safety Improvement Program (HSIP) funds in the amount of \$1,000,000. All federal funds on the project are administered by the Washington Department of Transportation (WSDOT).

B. Right-of-Way Acquisition Process

The use of federal funds on the Project means that any additional right-of-way needed to construct the Project must be acquired with the following policies and procedures (collectively, "ROW Procedures"), with oversight by WSDOT and the Federal Highway Administration (FHWA):

- The County's WSDOT-Approved Right of Way Procedures
- Chapter 25 of WSDOT's Local Agency Guidelines
- WSDOT's Right of Way Manual

The STBG and HSIP funds will not be released to the County until the County acquires all additional property rights needed for the Project and such acquisitions have been certified by WSDOT and FHWA as having met all the applicable ROW Procedures.

The ROW Procedures require the County to make a good faith effort to acquire the necessary properties through negotiations with the affected property owners. The County cannot offer less than fair market value for the properties as part of those negotiations. If negotiations are unsuccessful, the County staff's next step is to obtain County Council approval to commence legal action to acquire the properties through eminent domain.

C. Eminent Domain

Eminent domain is the power of government to acquire private property necessary for a public use following due process of law and payment of just compensation. Proceedings to take property under eminent domain are referred to as "condemnation" proceedings. The property that governments may condemn includes fee titles as well as lesser interests in real property, such as easements.

Under long-standing case law, for a proposed condemnation to be determined by a court to be lawful, the condemning authority (i.e. local government) must prove that:

1. The proposed use for the property is really public;
2. The public interest requires it; and
3. The property appropriated is necessary for that purpose.

This first step in the formal eminent domain process is for the Executive to obtain County Council authorizations by ordinance to commence legal action to acquire, by eminent domain, the required property interests.

III. Evaluation:

Design of the Project is 90% complete and the final alignments for the Project have been established. Additional right-of-way width is necessary for the construction of the Project. This additional width requires the acquisition of fee owned right-of-way and temporary construction easements from multiple property owners.

In accordance with the applicable ROW Procedures, the County has appraised the fair market value of the proposed property acquisition areas and has negotiated in good faith with the property owners. The County has reached agreements to acquire the majority of the required property interests needed for the Project through successful negotiations. The property interests that still need to be acquired are identified as follows:

| Owner | Assessor's Parcel Number | Property Interest |
|----------------------------------|---------------------------------|--------------------------|
| <u>Arnason, Lentz, and Berry</u> | 3903330364870000 | <u>ROW</u> |

In order to move forward with acquisition of the necessary property and proceed with the construction of the Project in a timely manner, the County has prepared an ordinance authorizing the Executive to commence legal action to acquire, by eminent domain, the remaining property interests necessary to construction the Project. Acquisition by eminent domain will result in the property owners being paid just compensation for the property acquired to facilitate the Project.

IV. Questions:

Please contact Andrew Tischleder at extension 6224 if you have any questions or concerns regarding this ordinance.

ORDINANCE NO. _____

**ORDINANCE DECLARING PUBLIC NECESSITY FOR AND THE AUTHORIZATION TO
ACQUIRE CERTAIN PROPERTY RIGHTS BY EMINENT DOMAIN FOR THE E. SMITH
ROAD AND HANNEGAN ROAD INTERSECTION IMPROVEMENTS PROJECT**

WHEREAS, Whatcom County is a charter county, under the laws of the State of Washington, and is authorized to acquire title to real property for public purposes pursuant to Revised Code of Washington 8.08; and

WHEREAS, in the interest of providing the public safe and sufficient roadways within Whatcom County, Whatcom County identified a road project known as "E Smith and Hannegan Intersection Improvements" (the "Project") in compliance with the 2022 Annual Construction Program and the 2022-2027 Six Year Transportation Improvement Program; and

WHEREAS, the Project will reconstruct the signalized intersection at E. Smith Road and Hannegan Road with a multi-lane roundabout; and

WHEREAS, the Project is also on the Washington State STIP, as the County has \$2,000,000 in federal STP and HSIP funds granted to the Project that are administered through Washington State Department of Transportation Local Programs; and

WHEREAS, for this Project, the County determined that the acquisition of certain rights and interests from real property identified as portions of Whatcom County Tax Parcel No. ("Parcel"), as legally described and depicted in Exhibit A hereto (collectively, the "Property Rights"), is necessary to accomplish and construct the Project; and

WHEREAS, the County appraised the fair market value of said Property Rights; and

WHEREAS, the County has attempted to negotiate in good faith with the owners of the Parcel for the voluntary acquisition of the Property Rights but the owners have not responded to the County's attempts to contact them; and

WHEREAS, the County has complied with the notice requirements set forth in RCW 8.25.290 by providing notice to the owners of the Parcel of the planned final action adopting this Ordinance, and through publication once per week for two weeks, prior to the passage of this Ordinance; and

WHEREAS, the County Council is exercising its independent discretion to authorize eminent domain proceedings in order to secure such property for a public purpose and to settle the amount of compensation, if any, owing the property owners; and

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Council adopts the following:

Section 1. Incorporation of Recitals. The recitals set forth above are hereby adopted and incorporated herein as if set forth in full.

Section 2. Public Use and Necessity Declared. The Whatcom County Council finds and declares that: i) the Project is for public use ii) the acquisition of the Property Rights is necessary for the construction of the Project; and iii) the acquisition of the Property Rights

1 and the construction of the Project are in the best interests of the residents of Whatcom
2 County.

3
4 Section 3. Acquisition. The Whatcom County Council authorizes the acquisition,
5 condemnation and taking of the Property Rights. The County Council authorizes the
6 acquisition of the Property Rights under threat of condemnation or by initiation of legal action
7 for condemnation to acquire the Property Rights as necessary for the commencement and
8 completion of the Project, subject to making or paying of just compensation to the owners
9 thereof in the manner provided by law.

10
11 Section 4. Reservation of Rights. Nothing in this ordinance limits the County in its
12 identification and acquisition of property and property rights necessary for this public purpose.
13 The County reserves the right to acquire additional or different properties as needed for the
14 Project.

15
16 Section 5. Authority of County Executive. The County Executive, by and through
17 his designees, is authorized and directed to continue negotiations for the acquisition of
18 property rights and prosecute actions and proceedings in the manner provided by law to
19 condemn, take, damage and appropriate the Property Rights necessary to carry out the
20 provisions of this Ordinance. In conducting said negotiations and condemnation proceedings,
21 the Whatcom County Prosecuting Attorney, by and through their designee, is hereby
22 authorized to enter into stipulations for the Property Rights. Settlement of any actions by the
23 County Executive shall be made only upon the recommendation of legal counsel.

24
25 Section 6. Compensation. The compensation to be paid to the owners of the
26 Property Rights acquired through this condemnation action shall be paid from the County's
27 Road Fund or from such other monies that the County may have available or attain for the
28 acquisition.

29
30 Section 7. Severability. If any provision of this Ordinance or its application to any
31 person or circumstance is held invalid, the remainder of this Ordinance or the application of
32 the provision to other persons or circumstances shall not be affected.

33
34 Section 8. Effective Date. This Ordinance shall be in full force and effect fifteen
35 days after its final passage, except as otherwise provided in the Whatcom County Charter.

36
37
38 **ADOPTED** this ____ day of _____, 2022.

39
40
41 ATTEST: WHATCOM COUNTY COUNCIL
42 WHATCOM COUNTY, WASHINGTON

43
44 _____
45 Dana Brown-Davis, County Clerk

46
47 _____
48 Todd Donovan, Council Chair

49
50 APPROVED AS TO FORM:

51
52 Christopher Quinn
53 Senior Civil Deputy Prosecuting Attorney
54 (authorized via email 09/14/2022)

East Smith Road & Hannegan Road Intersection Improvements CRP # 914002

Construction Funding Year(s): 2023

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 significant delays due to the traffic volumes and coupled with the lack of left-turn channelization on Smith Road, along with no protected left turn movements on all legs of the intersection. The project work entails the construction of a multi-lane roundabout with associated drainage infrastructure at the intersection. This project is listed **#R2** on the 2022-2027 Six-Year Transportation Improvement Program.

Project Status:

The project design phase is currently at 90%. Permitting is on track with right-of-way acquisition currently being the critical path to the project. Construction is planned for summer of 2023 depending on ROW acquisition, along with utility relocation.

Total Estimated Project Cost: \$5,800,000

Expenditures to Date: \$790,000

Funding Sources:

| | |
|---------|------------------|
| Federal | \$1,000,000 HSIP |
| State | \$0 |
| Local | \$4,800,000 |

| | |
|--|--|
| Environmental Permitting | NEPA, ESA, Corp of Engr, Clrg/CAO, DOE |
| Right-of-Way Acquisition (Estimate) | \$550,000 |
| County Forces (Estimate) | N/A |

