

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 NOVEMBER 22, 2022

INCLUDES INFORMATION FOR THE FOLLOWING MEETINGS:

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

**2:35 P.M. - FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
(ADJOURNS BY 4:30 P.M.)**

6 P.M. - COUNCIL

PARTICIPATE IN COUNCIL HYBRID MEETINGS

THE COUNCIL IS CURRENTLY HOLDING MOST 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

UPCOMING MEETINGS AND EVENTS

**NOVEMBER 24 AND 25, 2022
COUNCIL OFFICE CLOSED – HOLIDAY**

**DECEMBER 5, 2022
SPECIAL COUNCIL MEETING (VIRTUAL)**

**DECEMBER 6, 2022
REGULAR COUNCIL AND COMMITTEE MEETINGS (HYBRID)**

COMMITTEE AGENDAS

COUNCIL PUBLIC WORKS AND HEALTH COMMITTEE

1:30 P.M. TUESDAY, NOVEMBER 22, 2022 – ADJOURNS BY 2:30 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. AB2022-537 Report from the Health Department on COVID Response, Recovery, and Beyond
Page 11 – 19

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

2:35 P.M. TUESDAY, NOVEMBER 22, 2022 – ADJOURNS BY 4:30 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. AB2022-666 Report from the Auditor's Office
Page 20

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2022-601 Ordinance amending the project based budget for the Courthouse Improvement Fund, request no. 2
Pages 21 – 26
2. AB2022-604 Ordinance amending the Whatcom County Budget, request no. 15, in the amount of \$153,395
Pages 27 – 36
3. AB2022-609 Ordinance amending the project based budget for the Courthouse Building Envelope Fund, request no. 5
Pages 37 – 40
4. AB2022-612 Ordinance amending the project budget for the Courthouse Improvement Fund, request no. 3
Pages 41 – 45
5. AB2022-613 Ordinance amending the project budget for the Criminal Justice Integrated Case Management Systems Fund, request no. 1
Pages 46 – 49

6. AB2022-614 Ordinance amending the project budget for the Finance System Software Fund, request no. 1
Pages 50 – 54
7. AB2022-615 Ordinance amending the project budget for the Silver Lake Park Improvement Fund, request no. 4
Pages 55 – 59
8. AB2022-616 Ordinance establishing the Bellingham Senior Center HVAC Replacement Fund and establishing a project based budget for the Bellingham Senior Center HVAC Replacement project
Pages 60 – 65
9. AB2022-617 Ordinance establishing the Plantation Rifle Range Lead Reclamation & Capital Improvements Fund and establishing a project based budget for the Plantation Rifle Range Lead Reclamation & Capital Improvements project
Pages 66 – 71
10. AB2022-637 Ordinance closing COVID-19 Emergency Response (CARES Act) Fund 134
Pages 72 – 73
11. AB2022-638 Ordinance establishing a Capital Facilities Reserve Fund
Pages 74 – 75
12. AB2022-644 Request authorization for the County Executive to enter into a contract between Whatcom County and Cando Recycling and Disposal to provide curbside collection services in Point Roberts, in the estimated amount of \$475,000
Pages 76 – 94
13. AB2022-646 Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to administer rental assistance to people with co-occurring disorders, in the amount of \$49,600
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Pages 121 – 140
15. AB2022-670 Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to provide Leasing Specialist and intensive case management services, in the amount of \$454,470
Pages 141 – 163

Council "Consent Agenda" Items

1. AB2022-645 Request authorization for the County Executive to enter into a contract between Whatcom County and Lydia Place to provide transitional housing services, in the amount of \$55,752
Pages 164 – 186
2. AB2022-647 Request authorization for the County Executive to enter into an interlocal amendment between Whatcom County and the City of Everson to extend the term of the Jail Use Agreement until December 31, 2023
Pages 187 – 191
3. AB2022-648 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department for State Individual Assistance Grant Funds for November 2021 Flood housing assistance, in the amount of \$2,050,000
Pages 192 – 217

4. AB2022-655 Request authorization for the County Executive to enter into a local agency agreement between Whatcom County and Washington State Department of Transportation, for the North Lake Samish Drive Bridge No. 107 Replacement Project, CRP No. 913006, in the amount of \$8,997,310.00
Pages 218 – 230
5. AB2022-656 Request authorization for the County Executive to enter into a contract between Whatcom County and Associated Earth Sciences, Inc to prepare a study plan and install monitoring equipment for the quantification of the timing and magnitude of groundwater pumping on streamflow depletion at three study locations, in the amount of \$99,192 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 231 – 251
6. AB2022-658 Request authorization for the County Executive to enter into an agreement between Whatcom County and the South Fork Valley Community Association for operation of the Van Zandt Community Hall located at Josh VanderYacht Memorial Park, in the amount of \$1,000
Pages 252 – 264
7. AB2022-664 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District for Domestic-Municipal Water Use Efficiency Project, in the amount of \$33,400 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)
Pages 265 – 278
8. AB2022-671 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Washington State Department of Children, Youth and Families to provide funding for the Nurse Family Partnership Program in the amount of \$414,362.59 for a total amended agreement amount of \$806,056.18
Pages 279 -318
9. AB2022-672 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for the removal of solid and hazardous waste related to homeless encampments and illegal dump sites, in the amount of \$150,000
Pages 319 – 327
10. AB2022-674 Request authorization for the County Executive to enter into a lease agreement between Whatcom County and John von Krusenstiern for warehouse space to store countywide records for a period of five years, in the amount of \$31,554.48 per year, for a total amount of \$157,772.40
Pages 328 – 337

Items Added by Revision

Other Business

Adjournment

COUNTY COUNCIL

REGULAR COUNCIL MEETING

6:00 P.M. TUESDAY, NOVEMBER 22, 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. MIN2022-071 Special Council for November 1, 2022
Pages 338 – 342
2. MIN2022-075 Special Council for November 9, 2022
Pages 343 – 351
3. MIN2022-076 Committee of the Whole for November 9, 2022
Pages 352 – 355
4. MIN2022-077 Regular County Council for November 9, 2022
Pages 356 – 373
5. MIN2022-078 Water Work Session for November 15, 2022
Pages 374 – 378
6. MIN2022-079 Special Council for November 3, 2022
Pages 379 – 385

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. AB2022-618 Ordinance in the matter of the adoption of the final budget of Whatcom County for the Biennium 2023-2024
Pages 386 – 405

2. AB2022-606 Ordinance Authorizing the Levy of Taxes for Conservation Futures Purposes for 2023
Pages 406 – 407
3. AB2022-607 Ordinance Authorizing the Levy of Taxes for County Road Purposes for 2023
Pages 408 – 409
4. AB2022-608 Ordinance Authorizing the Levy of Taxes for County and State Purposes in Whatcom County, Washington, for the Year of 2023
Pages 410 – 451
5. AB2022-610 Ordinance adopting the Six-Year Capital Improvement Program for Whatcom County Facilities 2023-2028
Pages 452 – 510
6. AB2022-611 Resolution adopting the 2023-2024 budget for the Point Roberts Transportation Benefit District (Council acting as the governing body of the Point Roberts Transportation Benefit District)
Pages 511 – 513
7. AB2022-620 Resolution adopting the 2023 budget for the Whatcom County Flood Control Zone District and Subzones (Council acting as the Flood Control Zone District Board of Supervisors)
Pages 514 – 531
8. AB2022-622 Resolution authorizing the levy of taxes for the Whatcom County Flood Control Zone District for 2023
Pages 532 – 533
9. AB2022-632 Ordinance Authorizing the Levy of Taxes for Countywide Emergency Medical Purposes for 2023
Pages 534 – 536

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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OTHER ITEMS

(From Council Finance and Administrative Services Committee)

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Pages 141 – 163

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. AB2022-587 Request authorization for the County Executive to enter into an Interlocal Agreement with the City of Blaine concerning planning, annexation and development within the Blaine Urban Growth Area
 Pages 537 – 560
2. AB2022-636 Ordinance amending Whatcom County Code 2.118, reactivating the Whatcom County Wildlife Advisory Committee beyond December 31, 2022
 Pages 561 – 567
3. AB2022-641 Ordinance adopting the Buildable Lands Report
 Pages 568 – 743
4. AB2022-642 Request authorization for the County Executive to enter into an Interlocal Agreement with the City of Ferndale concerning planning, annexation and development within the Ferndale Urban Growth Area
 Pages 744 – 768
5. AB2022-643 Request authorization for County Executive to enter into an Interlocal Agreement between Whatcom County and the seven cities concerning procedures for amending the Countywide Planning Policies
 Pages 769 – 784
6. AB2022-650 Ordinance Establishing Temporary one way traffic on Drayton Harbor Road
 Pages 785 – 788
7. AB2022-651 Ordinance to install stop signs on Bay Road at the intersection with Kickerville Road
 Pages 789 – 797
8. AB2022-652 Ordinance to install stop signs on Bay Road at the intersection with Valley View Road
 Pages 798 -807
9. AB2022-653 Ordinance to remove a temporary stop sign on Drayton Harbor Road
 Pages 808 – 811
10. AB2022-654 Ordinance to remove stop signs on Harksell Road at the intersection with Woodland Road
 Pages 812 – 820
11. AB2022-657 Ordinance amending the Silver Beach Creek Stormwater Improvements Project Fund, request No. 1
 Pages 821 – 824
12. AB2022-659 Ordinance amending the 2023 Whatcom County Budget, request no. 1, in the amount of \$9,737,304
 Pages 825 – 837
13. AB2022-660 Ordinance amending the project based budget for the North Lake Samish Road Bridge No. 107 Replacement Fund, request no. 2
 Pages 538 – 843
14. AB2022-661 Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts
 Pages 844 – 858
15. AB2022-662 Ordinance amending the 2022 Whatcom County Budget, request no. 16, in the amount of \$636,513
 Pages 859 – 868

16. AB2022-665 Ordinance authorizing the 2023 Whatcom County Unified Fee Schedule
Pages 869 – 929
17. AB2022-673 Ordinance amending Whatcom County Code Chapter 3.72 (Construction Projects-Apprenticeship Requirements) to extend the start dates and enhance the requirements for utilization of the contractor apprenticeship program
Pages 930 – 940

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: AB2022-537

File ID:	AB2022-537	Version:	1	Status:	Agenda Ready
File Created:	11/08/2022	Entered by:	JGay@co.whatcom.wa.us		
Department:	Health Department	File Type:	Report		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Report from the Health Department on COVID Response, Recovery, and Beyond

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Following nearly three years of some degree of COVID response, the Health Department will provide a briefing on past, current and future efforts and impact.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Presentation



Memorandum

TO: SATPAL SIDHU, COUNTY EXECUTIVE

FROM: ERIKA LAUTENBACH, HEALTH DEPARTMENT DIRECTOR

DATE: 11/22/2022

RE: REVIEW OF COVID ACTIVITIES, TRANSITION AND FUTURE PLANS

Following nearly three years of some degree of COVID response, the Health Department will provide a briefing on past, current and future efforts and impact.

Dr. Greg Thompson, Co-Health Officer, will provide a data overview of the impact of state and local actions on COVID rates, hospitalizations, and death.

Erika Lautenbach, Health Department Director, will provide an overview of effort and support throughout the course of the pandemic thus far.

Kathleen Roy, Financial and Administrative Services Manager, will highlight the funding impact on affected community members and the response effort.

Cindy Hollinsworth, Communicable Disease and Epidemiology Manager, will discuss the transition from response to recovery and routine COVID work as well as what the department anticipates moving forward.



COVID Response, Recovery, and Beyond

**Dr. Greg Thompson, Erika Lautenbach,
Kathleen Roy, and Cindy Hollinsworth**

November 22, 2022

Whatcom County Public Works and Health Committee



Whatcom County
HEALTH
Department



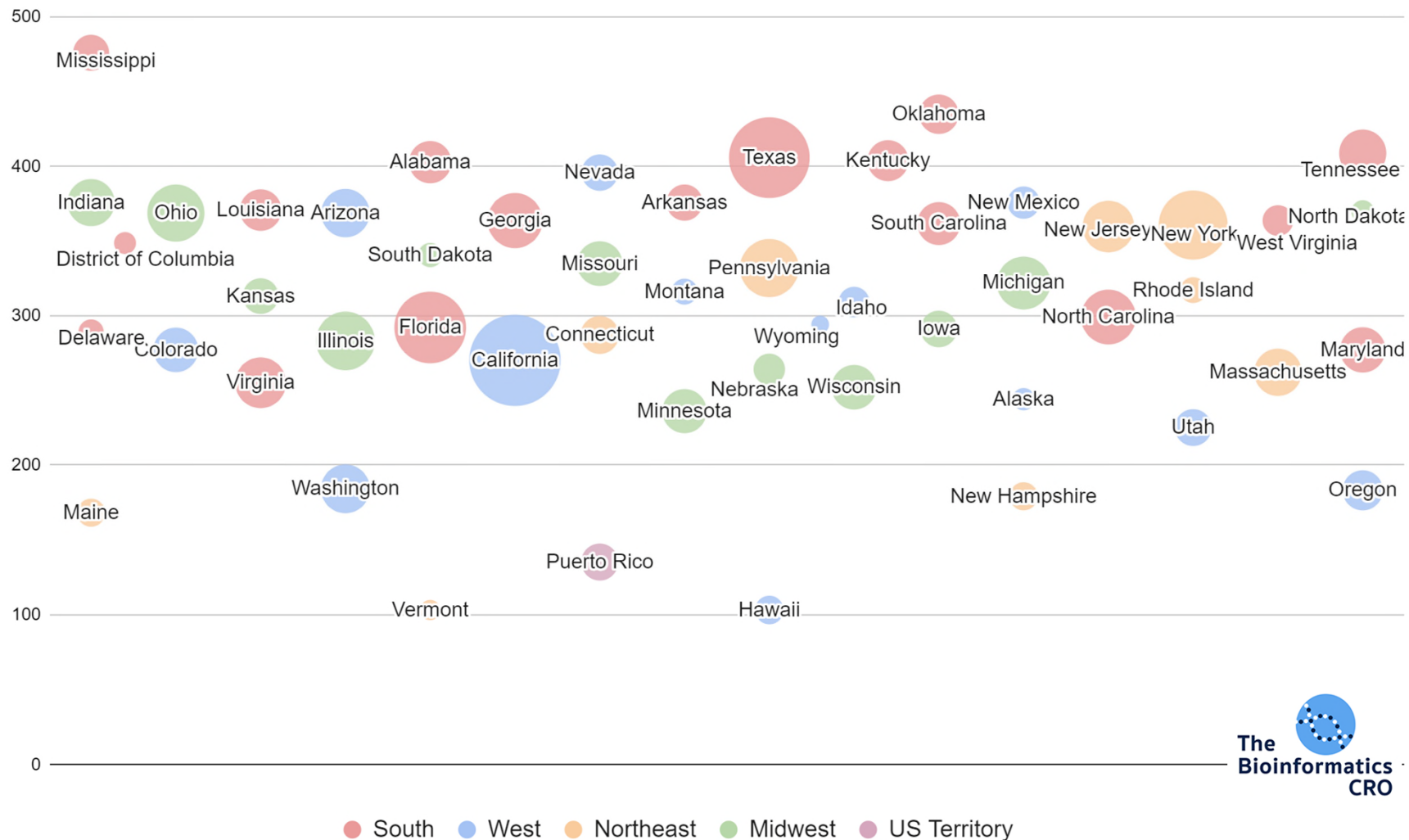
Whatcom COVID outcomes

	Total Reported Cases		Total COVID Mortality	
	Rate/ 100k	Rank*	Deaths/100k	Rank*
Whatcom Co.	20,600	11 of 39	147	5 of 39
Washington	24,200	5 of 50	192	5 of 50
United States	29,400	n/a	322	n/a

*Lower rank = better outcome

Age-Adjusted Mortality Rates

Cumulative Age adjusted COVID Deaths/100k as of September 21, 2022



Information on Effort

- Volunteers
- Temporary Staff
- Call Volume
- Case and Contact Investigations
- Testing from July 2020-October 2022
- Community Vaccination Clinic and Pop-ups
- Isolation and Quarantine facility
- Communication and Information

Support for Community

Resources secured to support community during COVID

- ✓ Isolation/Quarantine Facilities –\$2.8M FEMA/CARES Act
- ✓ Rental Assistance / Housing & Shelter - \$11.5M Federal and State Housing
- ✓ Disease Mitigation – \$3.6M WA State Department of Health

Kathleen Roy

Transition and Future

Staffing and program Transitions and rebuilding

- Filling gaps
- Building and maintaining expertise

Current and Future Priorities

- Expanding capacity to respond to public health emergencies and response.

Cindy Hollinsworth

Questions?



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-666

File ID:	AB2022-666	Version:	1	Status:	Agenda Ready
File Created:	11/09/2022	Entered by:	AReynold@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Report from the Auditor's Office

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Auditor's Office Annual report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-601

File ID:	AB2022-601	Version:	1	Status:	Introduced
File Created:	10/24/2022	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:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project based budget for the Courthouse Improvement Fund, request no. 2

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request appropriation of an additional \$100,000 to fund improvements to the basement of the Courthouse for the purpose of providing additional office space.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Proposed Exhibit A, Supplemental Budget Request

PROPOSED BY: Executive Sidhu
INTRODUCTION DATE: November. 9, 2022

ORDINANCE NO.- -

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE COURTHOUSE
IMPROVEMENT FUND, REQUEST NO. 2**

WHEREAS, this fund was established by Ordinance No. 2014-073 to replace the Courthouse fire alarm system and the roof over Juvenile; and

WHEREAS, both of those projects have been completed and the project budget was amended to include several other courthouse repair and replacement projects; and

WHEREAS, all of the additional projects have now been completed leaving an expenditure balance of \$91,013; and

WHEREAS, the county is experiencing a need for additional office space throughout the organization due to increases in staffing and many tenant improvement projects that have and will continue to temporarily displace staff; and

WHEREAS, the administration believes it to be efficient and resourceful to maximize all available and underutilized space within the courthouse; and

WHEREAS, there is currently a need to temporarily relocate the Medical Examiner staff from their State Street office during the Waystation construction project; and

WHEREAS, there is available unfinished space in the courthouse basement that was formerly used as the emergency operations center which can be converted to three large offices to accommodate multiple employees; and

WHEREAS, the administration believes it to be in the best interest of the county to have readily available office space that can be utilized for temporary or long-term occupation when the need arises; and

WHEREAS, the proposed improvements to this underutilized space will provide long-term benefits for the organization when office space is needed;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2014-073 is hereby amended by adding \$100,000 of expenditure authority, as described in Exhibit A, to the amended project budget of \$1,071,907, for a total project budget of \$1,171,907.

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
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A

COURTHOUSE IMPROVEMENTS - FUND 357, Cost Center 357100

Account	Description	Amended Project Budget	Amendment #3 to Ord. 2014-073	Total Amended Project Budget
Expenditures				
6190	Direct Billing Rate	\$0	\$20,000	\$20,000
6510	Tools & Equipment	\$26,815	\$0	\$26,815
7060	Repairs & Maintenance	\$80,000	\$80,000	\$160,000
7350	Buildings & Structures	\$785,092	\$0	\$785,092
7380	Other Improvements	\$180,000	\$0	\$180,000
		\$1,071,907	\$100,000	\$1,171,907
Revenues				
8301.326	REET I Transfer	\$729,216	\$100,000	\$829,216
8301.332	Rural Sales Tax (EDI) Transfer	\$342,691	\$0	\$342,691
		\$1,071,907	\$100,000	\$1,171,907

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 3813

Fund 357

Cost Center 357100

Originator: Rob Ney

Year 2 2022

Add'l FTE ☐

Priority 1

Name of Request: Add'l Funds Cover Misc CTHS Tenant Improvments

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6190	Direct Billing Rate	\$20,000
	7060	Repairs & Maintenance	\$80,000
	8301.326	Operating Transfer In	(\$100,000)
	Request Total		\$0

1a. Description of request:

The County is running out of vacant office space. It is necessary to convert existing space within the Courthouse that is currently underutilized into feasible office space.

The first space to be converted is a portion of the basement that was used as the Temporary Law Library while that project was being completed, and also a portion of the old Emergency Operations Center. This space will be used to temporarily house the Medical Examiner Administrative Office during the construction of the Way Station. This is only a temporary location for the ME as they will ultimately move back to the second floor of the Way Station Building. Once vacated, this space can be put in the pool for a future tenant.

Lastly, staff and the administration are requesting additional funds be placed into Courthouse Improvement Fund for future potential small improvements to create efficiencies that further maximize underutilized space within the Courthouse.

Existing Courthouse Improvement Fund Balance: 91,000
Additional Funds Requested by this ASR: \$100,000

Total fund balance after ASR: \$191,000

Basement Tenant Improvement estimated costs:
(Including a 15% contingency) \$150,000

Estimated Net remaining funds for future
Tenant Improvements: 41,000

Improvements will include three new large offices (large enough for multiple occupants), Open office cubical area, replacement of the HVAC system within the space (currently failed), new LED lighting, new data connectivity and electrical, and make up air within the space (Currently no fresh air within the space. Covid protocols dictate fresh/make up air). The space will have fresh paint and new carpet.

1b. Primary customers:

Initially, the Medical Examiner. Any department that requires additional space once the ME vacates the premises.

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 3813

Fund 357

Cost Center 357100

Originator: Rob Ney

2. Problem to be solved:

There is no vacant surge space available within the Courthouse (or any County building fleet). This project will create a usable space for up to 10 employees in a separate, secure location.

3a. Options / Advantages:

Leasing is the only other option and there is not much available in the Civic Center area that meets ADA standards.

This space will be available to the pool after the ME vacates.

3b. Cost savings:

Facilities will be the General Contractor, saving the County at least 15%. It is not anticipated that the contingency will be necessary. It is however, prudent to budget for unknowns in construction.

4a. Outcomes:

The tenant improvement will be built by the end of February.

4b. Measures:

One the space is occupied.

By seeking the most cost-effective purchasing of items we procure.

5a. Other Departments/Agencies:

No

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

6. Funding Source:

REET I



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-604

File ID:	AB2022-604	Version:	1	Status:	Introduced
File Created:	10/25/2022	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:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the Whatcom County Budget, request no. 15, in the amount of \$153,395

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #15 requests funding from the General Fund:

1. To appropriate \$7,713 in Sheriff to fund sound suppressors from Washington Counties Risk Pool reimbursement.
2. To appropriate \$10,000 in Sheriff to fund Organized Crime Drug Enforcement Task Force overtime from grant proceeds.

From the Emergency Management Fund:

3. To appropriate \$35,682 to fund portable radios for the Sheriff's Office from grant proceeds.

From Real Estate Excise Tax I Fund:

4. To appropriate \$100,000 to fund transfer in support of Courthouse Improvements Project Budget Fund basement renovation project.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Summary, Supplemental Budget Requests

PROPOSED BY: Executive
INTRODUCTION DATE: 11/09/22

ORDINANCE NO.
AMENDMENT NO. 15 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			
Sheriff	17,713	(17,713)	-
Total General Fund	17,713	(17,713)	-
Emergency Management Fund	35,682	(35,682)	-
Real Estate Excise Tax I Fund	100,000	-	100,000
Total Supplemental	153,395	(53,395)	100,000

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. 15				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Sheriff	To fund sound suppressors from Risk Pool reimbursement.	7,713	(7,713)	-
Sheriff	To fund Organized Crime Drug Enforcement Task Force overtime from PA-WAW-0363 ,DEA RL-21-0004.	2,500	(2,500)	-
Sheriff	To fund Organized Crime Drug Enforcement Task Force overtime from PA-WAW-0362, DEA RL-21-0012.	2,500	(2,500)	-
Sheriff	To fund Organized Crime Drug Enforcement Task Force overtime from PA-WAW-0362, DEA RL-21-0012, amend #2	5,000	(5,000)	-
Total General Fund		17,713	(17,713)	-
Emergency Management Fund	To fund portable radios for the Sheriff's Office from grant proceeds.	35,682	(35,682)	-
Real Estate Excise Tax I Fund	To fund transfer in support of Courthouse Improvements Project Budget Fund basement renovation project.	100,000	-	100,000
Total Supplemental		153,395	(53,395)	100,000

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3811

Fund 1

Cost Center 2920

Originator: Jason Gum / Donna Duling

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Risk Pool Suppressor Reimbursement

X

Department Head Signature (Required on Hard Copy Submission)

Date

10/24/22

Costs:	Object	Object Description	Amount Requested
	4369.9001	Miscellaneous Revenues	(\$7,713)
	6510	Tools & Equip	\$7,713
	Request Total		\$0

1a. Description of request:

The acquisition of twenty-two (22) Gemtech Trek 11 Sound Suppressor 5.56 for Whatcom County Sheriff's Office (WCSO) department issued patrol rifles.

1b. Primary customers:

Commissioned deputies of Whatcom County Sheriff's Office.

2. Problem to be solved:

A single incident of not using a sound suppressor can cause hearing loss that affects a deputy's career. Noise induced hearing loss and tinnitus are two of the most common afflictions for law enforcement officers due to required firearms trainings for WCSO deputies. The average unsuppressed sound from a patrol rifle is between 165-185 decibels, well above the 140-decibel range which is where hearing damage occurs. Hearing loss can be cumulative and permanent, resulting in a decrease in a deputy's ability to safely perform their jobs, or enjoy basic functions in life.

Budget authority is needed to purchase suppressors and recognize reimbursement from the Risk Pool.

3a. Options / Advantages:

Ear protection is provided during firearms training, but cannot be worn full time and is not worn during patrol shifts. The use of sound suppressors reduces the sound of gunshot.

3b. Cost savings:

\$7,713.00

4a. Outcomes:

When the suppressors are attached to firearms, a safer environment is immediately achieved.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Washington Counties Risk Pool

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3814

Fund 1

Cost Center 1003521005

Originator: Donna Duling / Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: FY23 OCDETF PA-WAW-0363, DEA RL-21-0004

X

Department Head Signature (Required on Hard Copy Submission)

Date

10/24/22

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

1a. Description of request:

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

This is the initial allotment for Whatcom County Contract #202210008, FY23, 10/01/22 through 09/30/23.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

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

3a. Options / Advantages:

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

3b. Cost savings:

\$2,500.00

4a. Outcomes:

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

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

The U.S. Department of Justice Drug Enforcement Administration will provide \$2,500.00 from State and Local Overtime (SLOT) Funds. PA-WAW-0363, DEA RL-21-0004.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3815

Fund 1

Cost Center 1003521008

Originator: Donna Duling / Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: FY23 OCDETF PA-WAW-0362, DEA RL-21-0012

X

Department Head Signature (Required on Hard Copy Submission)

Date

10/24/22

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

1a. Description of request:

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

This is the initial allotment for Whatcom County Contract #202210009, FY23, 10/01/22 through 09/30/23.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

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

3a. Options / Advantages:

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

3b. Cost savings:

\$2,500.00

4a. Outcomes:

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

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

The U.S. Department of Justice Drug Enforcement Administration will provide \$2,500.00 from State and Local Overtime (SLOT) Funds. PA-WAW-0362, DEA RL-21-0012.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3820

Fund 1

Cost Center 1003521008

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: OCDETF PA-WAW-0362, WCC# 202201027

X

Department Head Signature (Required on Hard Copy Submission)

Date

10/25/22

Costs:	Object	Object Description	Amount Requested
	4342.1013	Reimb Drug Enforcement	(\$5,000)
	6140	Overtime	\$5,000
	Request Total		\$0

1a. Description of request:

The U.S. Department of Justice Drug Enforcement Administration (DEA) authorized additional funding of \$5,000 on 07/27/22 for the Whatcom County Sheriff's Office to continue this Organized Crime Drug Enforcement Task Forces (OCDETF) operation and assist with the investigation and prosecution of this case. DEA reimbursed the Sheriff's Office for overtime of deputies engaged in these investigations.

This is the second amendment to Whatcom County Contract #202201027 with performance period 02/01/22 through 09/30/22.

1b. Primary customers:

Citizens of Whatcom County.

2. Problem to be solved:

Budget authority is needed to balance revenue with expenditures for this OCDETF investigation.

3a. Options / Advantages:

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

3b. Cost savings:

\$5,000.00

4a. Outcomes:

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

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

The U.S. Department of Justice Drug Enforcement Administration provided an additional \$5,000.00 from State and Local Overtime (SLOT) Funds. PA-WAW-0362, DEA RL-21-0012.

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3816 Fund 167 Cost Center 1673521003 Originator: Frances Burkhart

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

Name of Request: 21EMPG-ARPA Amendment 1 (202201019-1)

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.8704	FEMA Military	(\$35,682)
	6510	Tools & Equip	\$35,682
	Request Total		\$0

1a. Description of request:

The Whatcom County Sheriff's Office primary method of field communication is the multi-band portable radio, providing connectivity and interoperability between local, regional, state, tribal, and national agencies and organizations. Multi-band portable radios provide the capability to ensure a safe, efficient, effective, and timely coordinated response to routine calls for service, in-progress, and high-risk law enforcement incidents, rescue and recovery missions, CBRNE operations, and natural disasters occurring within Whatcom County. Whatcom County Sheriff's Office is in need of multi-band portable radios to ensure emergency response capabilities are maintained at the level of service needed and expected.

1b. Primary customers:

Sheriff's Office

2. Problem to be solved:

Whatcom County Sheriff's Office Division of Emergency Management received a US Dept of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) FFY2021 Emergency Management Performance Grant American Rescue Plan Act (21EMPG-ARPA) in the amount of \$25,325 to assist in preparing for all hazards through its Emergency Management (Whatcom County Contract # 202201019). Whatcom County has been awarded an additional \$35,682 to purchase portable radios for the Sheriff's Office (WCC# 202201019-1, Legistar # AB2022-595) and requires budget authority to proceed.

3a. Options / Advantages:

This is the best option since Whatcom County will use outside funding to purchase needed equipment.

3b. Cost savings:

\$35,682

4a. Outcomes:

Once budget authority is granted, a PO will be requested. Anticipated delivery date will be by 12/31/2022.

4b. Measures:

Radios will be received and tested for operational capability.

5a. Other Departments/Agencies:

Whatcom County Sheriff's Office

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

Jason Gum

6. Funding Source:

Federal Grant: DHS/FEMA 21EMPG-ARPA, which is passed through Washington State Military Department.

Thursday, October 20, 2022

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3818 Fund 326 Cost Center 32600 Originator: M Caldwell

Year 2 2022

Add'l FTE ☐

Priority 1

Name of Request: Companion to CH Improvements Project Bgt Amend. #2

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351	Operating Transfer Out	\$100,000
	Request Total		\$100,000

1a. Description of request:

Companion to Courthouse Improvements Project Budget Amendment #2 request for additional funding to make improvements to courthouse basement space to accommodate temporary move of Medical Examiner and staff while State Street location is being remodeled.

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-609

File ID:	AB2022-609	Version:	1	Status:	Introduced
File Created:	10/26/2022	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:	11/22/2022	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. 5

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of an additional \$4,077,100 in 2023 and \$3,238,000 in 2024 to fund the next phases of the Courthouse Building Envelope project for a total amended project budget of \$11,754,909 in 2023 and \$14,992,909 in 2024.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Proposed Exhibit A, Additional Service Request

PROPOSED BY: Executive
INTRODUCTION DATE: 11/09/22

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BASED BUDGET FOR THE COURTHOUSE
BUILDING ENVELOPE FUND, REQUEST NO. 5**

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 \$7,427,809 and accomplished the first phases and preliminary design of the 2023 phase of this multi-phase extensive repair project to protect the Courthouse from water intrusion; and

WHEREAS, each year has additional phases as defined in HKP Report dated November 2015 (available on the AS – Facilities county website); and

WHEREAS, the 2023 and 2024 phases include replacing remaining roofs, roof-top mechanical equipment, and failed glazing on the 1993 east addition; and

WHEREAS, funding for this 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 \$4,077,100 in 2023 and \$3,238,000 in 2024, as described in Exhibit A, to the amended project budget of \$7,677,809, for a total amended project budget of \$11,754,909 in 2023 and \$14,992,909 in 2024.

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 BUILDING ENVELOPE PROJECT BUDGET, FUND 359**Amendment #5**

Account	Description	Current Amended	2023	2023	2024	2024
			Amendment #5	Total Amended	Amendment #5	Total Amended
	Expenditures	<u>Project Budget</u>	<u>to Ord. 2014-075</u>	<u>Project Budget</u>	<u>to Ord. 2014-075</u>	<u>Project Budget</u>
6190	Direct Billing Rate	\$50,000	\$100,000	\$150,000	\$100,000	\$250,000
6630	Professional Services	\$860,000	\$450,000	\$1,310,000	\$463,000	\$1,773,000
7060	Repairs & Maintenance	\$6,767,809	\$3,527,100	\$10,294,909	\$2,675,000	\$12,969,909
		\$7,677,809	\$4,077,100	\$11,754,909	\$3,238,000	\$14,992,909
	Revenues					
8301.326	REET I	\$5,303,713	\$2,568,573	\$7,872,286	\$2,039,940	\$9,912,226
8301.332	EDI (Public Utilities Improvement Fund)	\$2,374,096	\$1,508,527	\$3,882,623	\$1,198,060	\$5,080,683
		\$7,677,809	\$4,077,100	\$11,754,909	\$3,238,000	\$14,992,909

2023-2024 Budget Preparation - Regular Additional Service Request

Administrative Services

Facilities Management

ASR # 2023- 6604

Fund 359

Cost Center 359100

Originator: Rob Ney

Expenditure Type: One-Time

Add'l FTE ☐

Add'l Space ☐

Priority 10

Name of Request: Courthouse Exterior Project

Costs:	Object	Object Description	2023 Requested	2023 Approved	2024 Requested	2024 Approved
	6630	Professional Services	\$4,077,100	\$4,077,100	\$3,238,000	\$3,238,000
	8301.332	Operating Transfer In	\$0	(\$1,508,527)	\$0	(\$1,198,060)
	8301.326	Operating Transfer In	\$0	(\$2,568,573)	\$0	(\$2,039,940)
	Totals		\$4,077,100	\$0	\$3,238,000	\$0

1. Description of Request:

a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

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 scope of work also includes replacing glazing on the 1993 (East) addition, where glazing has failed. Efforts are shown for cost/year. 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.

b) Who are the primary customers for this service?

All Departments and patrons of the Courthouse

2. Describe the problem this request addresses and why Whatcom County needs to address it.

The Courthouse exterior project was a multiyear maintenance project. The County has only undertaken the first of this long series of repairs.

3. Options

a) What other options have you considered? Why is this the best option?

Deferred maintenance.

The longer these improvements/repairs are put out into the future, the more the work will cost County tax payers.

b) What are the specific cost savings? (Quantify)

This project will be competitively bid and overall maintenance will be reduced.

4. Outcomes / Objectives

a) What outcomes will be delivered and when?

The phases slated for years 2023 and 2024 will be implemented and completed.

b) How will you know whether the outcomes happened?

The projects will be successfully completed.

Completing the projects on time and within budget.

5. Other Departments/Agencies

a) Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.

The impacts will be minimal as the improvements are on the exterior of the courthouse.

b) If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.

Rob Ney

6. What is the funding source for this request?

REET 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: AB2022-612

File ID:	AB2022-612	Version:	1	Status:	Introduced
File Created:	10/26/2022	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:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Courthouse Improvement Fund, request no. 3

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of an additional \$450,000 to fund further courthouse improvements for a total project budget of \$1,621,907.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Proposed Exhibit A, Additional Service Request

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE COURTHOUSE
IMPROVEMENT FUND, REQUEST NO. 3**

WHEREAS, this fund was established by Ordinance No. 2014-073 to replace the Courthouse fire alarm system and the roof over Juvenile; and

WHEREAS, both of those projects have been completed and the project budget has been amended to include several other courthouse repair and replacement projects; and

WHEREAS, the Courthouse currently has many systems in it which have reached the end of their useful lives and should be replaced as a planned maintenance event rather than when they fail; and

WHEREAS, Administrative Services – Facilities proposes two such maintenance projects for the 2023-2024 biennium, including replacement of copper supply and cast-iron waste water lines, as well as, replacement of compact florescent lighting fixtures with LED; and

WHEREAS, there is available funding for these projects from the Real Estate Excise Tax I Fund and the Public Utilities Improvement Fund (aka EDI Fund);

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2014-073 is hereby amended, effective January 1, 2023, by adding \$450,000 of expenditure authority, as described in Exhibit A, to the amended project budget of \$1,171,907, for a total project budget of \$1,621,907.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

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

Satpal Sidhu, County Executive

Date: _____

EXHIBIT A

COURTHOUSE IMPROVEMENTS - FUND 357, Cost Center 357100

Amendment #3

Account	Description	Amended Project Budget	Amendment #3 to Ord. 2014-073	Total Amended Project Budget
Expenditures				
6190	Direct Billing Rate	\$20,000	\$25,000	\$45,000
6510	Tools & Equipment	\$26,815	\$0	\$26,815
7060	Repairs & Maintenance	\$160,000	\$425,000	\$585,000
7350	Buildings & Structures	\$785,092	\$0	\$785,092
7380	Other Improvements	\$180,000	\$0	\$180,000
		\$1,171,907	\$450,000	\$1,621,907
Revenues				
8301.326	REET I Transfer	\$829,216	\$283,500	\$1,112,716
8301.332	Rural Sales Tax (EDI) Transfer	\$342,691	\$166,500	\$509,191
		\$1,171,907	\$450,000	\$1,621,907

2023-2024 Budget Preparation - Regular Additional Service Request

Administrative Services

Facilities Management

ASR # 2023- 6489

Fund 357

Cost Center 357100

Originator: Rob Ney

Expenditure Type: One-Time

Add'l FTE ☐

Add'l Space ☐

Priority 8

Name of Request: **Miscellaneous Courthouse Projects**

Costs:	Object	Object Description	2023 Requested	2023 Approved	2024 Requested	2024 Approved
	7060	Repairs & Maintenance	\$450,000	\$450,000	\$0	\$0
	8301.332	Operating Transfer In	\$0	(\$166,500)	\$0	\$0
	8301.326	Operating Transfer In	\$0	(\$283,500)	\$0	\$0
	Totals		\$450,000	\$0	\$0	\$0

1. Description of Request:

a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

The Courthouse is built in several iterations (1940's, 1970's, 1980's and 1992). Many systems within the Courthouse have reached their useful life and should be replaced in a planned event, instead of when they fail at an unknown time.

Copper supply and cast-iron waste water lines in the original courthouse (1940's) have been failing and should be replaced. Catastrophic failure of the copper lines could be very costly to repair. Miscellaneous mechanical units fail and are very costly to replace.

The existing lighting in the Courthouse is compact florescent. Facilities wants to upgrade all lighting fixtures to LED, reducing power consumption throughout the Courthouse.

b) Who are the primary customers for this service?

All Departments and patrons of the Courthouse.

2. Describe the problem this request addresses and why Whatcom County needs to address it.

The waste lines within the Courthouse are failing and need replacement.

The conversion to LED Lighting is not a problem, however it is a prudent conservation measure.

3. Options

a) What other options have you considered? Why is this the best option?

For the copper waste lines, there is not any other alternative. For the lighting, an option would be to not replace to more energy efficient lighting.

Planned maintenance is always less expensive than waiting for failure.

b) What are the specific cost savings? (Quantify)

The cost savings would be related to the lighting conversion.

4. Outcomes / Objectives

a) What outcomes will be delivered and when?

Facilities Management will repair the failing copper waste lines as best they can at competitive rates.

Replacement of LED fixtures will save substantial amounts of energy costs.

b) How will you know whether the outcomes happened?

Both projects will be complete.

When both projects are complete.

5. Other Departments/Agencies

a) Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.

Only those that reside in the Courthouse.

All departments will be impacted;

2023-2024 Budget Preparation - Regular Additional Service Request

Administrative Services

Facilities Management

ASR # 2023- 6489

Fund 357

Cost Cente 357100

Originator: Rob Ney

b) If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.

Rob Ney, Facilities Manager/Project and Operations Manager

6. What is the funding source for this request?

REET I/EDI



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-613

File ID:	AB2022-613	Version:	1	Status:	Introduced
File Created:	10/26/2022	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:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Criminal Justice Integrated Case Management Systems Fund, request no. 1

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of an additional \$30,000 to complete the criminal justice case management systems project, in Prosecuting Attorney, Public Defender and Superior Court - Juvenile, for a total amended budget of \$630,000.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Proposed Exhibit A, Additional Service Request

PROPOSED BY: Executive Sidhu
INTRODUCTION DATE: November. 9, 2022

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE CRIMINAL
JUSTICE INTEGRATED CASE MANAGEMENT SYSTEMS FUND, REQUEST
NO. 1**

WHEREAS, this fund was established by Ordinance No. 2014-084 to replace outdated case management systems in the Prosecutor's Office, Juvenile Court and District Court Probation; and

WHEREAS, District Court Probation was able to use separate funding to implement a new case management system in 2016 and did not need to utilize the project budget, and

WHEREAS, Public Defender is also in need of a new case management system, and

WHEREAS, after delays associated with the COVID-19 global pandemic, all three projects, Prosecuting Attorney, Juvenile and Public Defender, are underway and are expected to be live within the next year, and

WHEREAS, it is forecast that an additional \$30,000 is needed to complete these projects, which is available from the General Fund,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2014-084 is hereby amended, effective January 1, 2023, by adding \$30,000 of expenditure authority, as described in Exhibit A, to the original project budget of \$600,000, for a total project budget of \$630,000.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

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

Satpal Sidhu, County Executive

Date: _____

EXHIBIT A

CRIMINAL JUSTICE INTEGRATED CASE MANAGEMENT SYSTEMS FUND (Fund 368) Amendment #1

Account	Description	Original Project Budget	Amendment #1 to Ord. 2014-084	Total Amended Project Budget
Expenditures				
6630	Professional Services	\$0	\$30,000	\$30,000
7420	Computer - Capital Outlays	\$600,000	\$0	\$600,000
		\$600,000	\$30,000	\$630,000
Revenues				
8301.001	General Fund Transfer	\$600,000	\$30,000	\$630,000
		\$600,000	\$30,000	\$630,000

2023-2024 Budget Preparation - Regular Additional Service Request

Administrative Services

Information Technology

ASR # 2023- 6729

Fund 368

Cost Center 368100

Originator: P. Rice

Expenditure Type: One-Time

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Criminal Justice CMS Project Budget Additions

Costs:	Object	Object Description	2023 Requested	2023 Approved	2024 Requested	2024 Approved
	6630	Professional Services	\$30,000	\$30,000	\$0	\$0
	8301.001	Operating Transfer In	\$0	(\$30,000)	\$0	\$0
	Totals		\$30,000	\$0	\$0	\$0

1. Description of Request:

a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

Additional funding for Criminal Justice Case Management System Project Budget.

b) Who are the primary customers for this service?

Public Defender

Prosecutor

Superior Court - Juvenile Division

2. Describe the problem this request addresses and why Whatcom County needs to address it.

This Project Budget is for new case management systems to replace the current systems in Public Defender, Prosecutor and Superior Court (Juvenile). After delays associated with the COVID-19 global pandemic, all three projects are underway and are expected to be live within the next year. It is forecasted that an additional \$30k will be needed to complete these projects.

3. Options

a) What other options have you considered? Why is this the best option?

Continue with the current available funding of \$548,391. Based on recent forecasts, current funding would not allow for a 10% contingency which is important for technology projects which have a high degree of uncertainty.

b) What are the specific cost savings? (Quantify)

Providing adequate funding would allow us to deliver these new case management systems without delays and departments would realize the benefits as planned.

4. Outcomes / Objectives

a) What outcomes will be delivered and when?

New case management systems would be live in Public Defender, Prosecutor and Superior Court by the end of 2023.

b) How will you know whether the outcomes happened?

The new case management systems in Public Defender, Prosecutor and Superior Court would be fully operational.

5. Other Departments/Agencies

a) Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.

Yes. Public Defender, Prosecutor and Superior Court will be getting new case management systems.

b) If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.

County IT is partnering with Public Defender, Prosecutor and Superior Court and their vendors for the new case management systems.

6. What is the funding source for this request?

General Fund



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-614

File ID:	AB2022-614	Version:	1	Status:	Introduced
File Created:	10/26/2022	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:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Finance System Software Fund, request no. 1

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of an additional \$1,604,000 to perform the core upgrade of the J. D. Edwards financial system for an amended total budget of \$3,354,000.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Proposed Exhibit A, Additional Service Request

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE FINANCE
SYSTEM SOFTWARE FUND, REQUEST NO. 1**

WHEREAS, this fund was established by Ordinance No. 2018-049 to replace the outdated J.D. Edwards World financial system software; and

WHEREAS, the project team has worked with a consultant on requirements and has performed a significant amount of research with vendors and other organizations; and

WHEREAS, J.D. Edwards Enterprise One software has been chosen as the best system for County needs; and

WHEREAS, the Request for Proposal for an implementation consultant closed in May of 2022 and we are now able to more accurately estimate project costs, and

WHEREAS, it has been determined that the project will need additional funding to perform the core upgrade by the end of 2023, and

WHEREAS, funding is available from the residual balance remaining in the County's Administrative Services Health Self - Insurance fund balance,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2018-049 is hereby amended, effective January 1, 2023, by adding \$1,604,000 of expenditure authority, as described in Exhibit A, to the original project budget of \$1,750,000, for a total project budget of \$3,354,000.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

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

Satpal Sidhu, County Executive

Date: _____

EXHIBIT A

FINANCE SYSTEM SOFTWARE PROJECT BUDGET FUND (Fund 375)

Amendment #1

Account	Description	Original	Amendment #1	Total Amended
	Expenditures	<u>Project Budget</u>	<u>to Ord. 2018-049</u>	<u>Project Budget</u>
6630	Professional Services	\$125,000	\$1,604,000	\$1,729,000
7420	Computer - Capital Outlays	\$1,625,000	\$0	\$1,625,000
		\$1,750,000	\$1,604,000	\$3,354,000
	Revenues			
8301	Admin Services Fund Transfer In	\$0	\$1,604,000	\$1,604,000
8301.001	General Fund Transfer	\$1,750,000	\$0	\$1,750,000
		\$1,750,000	\$1,604,000	\$3,354,000

2023-2024 Budget Preparation - Regular Additional Service Request

Administrative Services

Information Technology

ASR # 2023- 6727

Fund 375

Cost Center 375100

Originator: P. Rice

Expenditure Type: One-Time

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: ERP Project Budget Additions

Costs:	Object	Object Description	2023 Requested	2023 Approved	2024 Requested	2024 Approved
	6630	Professional Services	\$1,604,000	\$1,604,000	\$0	\$0
	8301	Operating Transfer In	(\$1,604,000)	(\$1,604,000)	\$0	\$0
	Totals		\$0	\$0	\$0	\$0

1. Description of Request:

a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

Add additional funding to the existing Enterprise Resource and Planning (ERP) project budget for the upgrade of our financial system from JDE World to JDE Enterprise One.

b) Who are the primary customers for this service?

All county departments.

2. Describe the problem this request addresses and why Whatcom County needs to address it.

The Financial System Software project budget (Fund 375) was established in 2018 with initial funding in the amount of \$1,750,000. Over the years the project team has worked with a consultant on requirements and has performed a significant amount of research with vendors and other organizations. Our Request for Proposal (RFP) for an implementation consultant closed in May of 2022 and we are now able to more accurately estimate project costs. It is anticipated that the project will need additional funding in the amount of \$1,604,000 to perform the core upgrade from JD Edwards World to JD Edwards Enterprise One planned for the 4th Quarter of 2023.

3. Options

a) What other options have you considered? Why is this the best option?

The primary option is to continue with the initial budget established in 2018. Revising the budget based on more accurate cost forecasts will help to insure that the project is successful.

b) What are the specific cost savings? (Quantify)

The upgrade to a new financial system will result in process improvements and more timely financial information.

4. Outcomes / Objectives

a) What outcomes will be delivered and when?

The core upgrade from JD Edwards World to the newer JD Edwards Enterprise One will be completed at the end of 2023.

b) How will you know whether the outcomes happened?

County departments will be using a stable and reliable JD Edwards Enterprise One for our financial system.

5. Other Departments/Agencies

a) Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.

All county departments will benefit from and be impacted by a new financial system.

b) If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.

Executive's Office, Finance, Human Resources, IT, Treasurer's Office, and Public Works are participating in and guiding the project for all of the departments.

6. What is the funding source for this request?

Transfer in from Administrative Services Fund Health Insurance
(See companion ASR # 2023-6918)

2023-2024 Budget Preparation - Regular Additional Service Request

Administrative Services

Information Technology

ASR # 2023- 6727

Fund 375

Cost Cente 375100

Originator: P. Rice



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-615

File ID:	AB2022-615	Version:	1	Status:	Introduced
File Created:	10/26/2022	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:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Silver Lake Park Improvement Fund, request no. 4

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of an additional \$2,050,000 to continue improvements at Maple Creek Campground and add a new shower and restroom building, at Cedar Campground and Cabins area, for a total amended budget of \$8,438,100.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Proposed Exhibit A, Additional Service Request

PROPOSED BY: Executive
INTRODUCTION DATE: 11/09/22

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE SILVER LAKE PARK
IMPROVEMENT FUND, REQUEST NO. 4**

WHEREAS, Ordinance No. 2014-077 established the project budget for the 2015 Silver Lake Park Improvement Fund; and

WHEREAS, initial funding was used to realign the entrance area for better traffic flow; reconstruct the dump station; widen and rebuild the main road; resurface the group picnic parking lot and provide for drainage improvements; design, engineer and permit campground improvements and provide for a dry hydrant and mitigation area; plus other improvements; and

WHEREAS, additional funding in the last two biennia provided for new shower and restroom buildings at Red Mountain and Maple Creek campgrounds; and

WHEREAS, this request continues the improvement efforts underway at Maple Creek Campground and includes a new shower and restroom building at Cedar Campground and Cabins area; and

WHEREAS, continued funding for these projects is available by transfer from Real Estate Excise Tax Fund II,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2014-077 is hereby amended, effective January 1, 2023, by adding \$2,050,000 of expenditure authority as presented in Exhibit A, to the amended project budget for a total project budget of \$8,438,100.

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

SILVER LAKE PARK IMPROVEMENTS FUND AMENDMENT #4 (Fund 361)

Account	Description	Current Amended Project Budget	Amendment #4 to Ord. 2014-077	Total Amended Project Budget
Expenditures				
6190	Direct Billing Rate	\$151,250	\$80,000	\$231,250
6330	Printing	\$4,400	\$0	\$4,400
6630	Professional Services	\$453,300	\$0	\$453,300
6810	Advertising	\$3,250	\$0	\$3,250
7060	Repairs and Maintenance	\$880,000	\$0	\$880,000
7350	Buildings & Structures	\$1,686,500	\$1,970,000	\$3,656,500
7380	Other Improvements	\$3,209,400	\$0	\$3,209,400
		\$6,388,100	\$2,050,000	\$8,438,100
Revenues				
8301.324	Operating Transfer In - REET II	\$6,388,100	\$2,050,000	\$8,438,100
		\$6,388,100	\$2,050,000	\$8,438,100

2023-2024 Budget Preparation - Regular Additional Service Request

Parks & Recreation

ASR # 2023- 6920 Fund 361 Cost Center 361100 Originator: Christ Thomsen

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

Name of Request: Silver Lake Shower & Restroom Facilities

Costs:	Object	Object Description	2023 Requested	2023 Approved	2024 Requested	2024 Approved
	6190	Direct Billing Rate	\$70,000	\$80,000	\$10,000	\$0
	7380	Other Improvements	\$1,780,000	\$1,970,000	\$190,000	\$0
	8301.324	Operating Transfer In	\$0	(\$2,050,000)	\$0	
	Totals		\$1,850,000	\$0	\$200,000	\$0

1. Description of Request:

a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

This project continues improvement efforts currently funded and underway at Maple Creek Campground that replaces vault facilities with a flush-type combination shower and restroom building. The projects proposed in this capital improvement request focuses on Cedar Campground and Cabins area where similar shower and restroom facilities will be constructed. Details of the proposed new facilities are detailed below:

A new shower and restroom building will replace one existing double vault-type toilet. The new facility will be approximately 1,315 square feet and is the same design that is being constructed at the Maple Creek Campground. Because it serves a smaller camping population, the facility is slightly smaller than Maple Creek Campground and will contain six restroom stalls, and 5 shower stalls, one of which is configured as a "Family Friendly" unit. The buildings will be constructed from precast concrete masonry (CMU) and have a metal roof that will provide durable and easily maintained facilities for many decades to come.

b) Who are the primary customers for this service?

The over 1.7 million residents and visitors that annually use Whatcom County parks and trails; including the more than 318,000 visitors to Silver Lake Park.

2. Describe the problem this request addresses and why Whatcom County needs to address it.

Silver Lake Park was constructed in 1969, and many of the facilities are at the end of their serviceable life, including the existing vault-type restroom facilities. Visitor feedback has consistently shown that flush-type toilet facilities and access to additional showers are the most desired improvements at Silver Lake Park. Additionally, providing to these new facilities will likely lead to increased use and campground revenues and contribute to local economic activity

3. Options

a) What other options have you considered? Why is this the best option?

The department considered a no action alternative that maintains status queue. This option was rejected based on increased visitation at the park necessitating expansion of shower and restroom facilities and requests by the recreating public to replace vault toilets with flush facilities.

b) What are the specific cost savings? (Quantify)

No, the additional shower and restroom facility requires increased maintenance and routine services as compared to the existing facility.

4. Outcomes / Objectives

a) What outcomes will be delivered and when?

Construction of the shower and restroom facility is initiated in 2023 and completed in 2024.

b) How will you know whether the outcomes happened?

Contractor achieves substantial completion and the restroom is put into service for the 2024 camping season.

2023-2024 Budget Preparation - Regular Additional Service Request

Parks & Recreation

ASR # 2023- 6920

Fund 361

Cost Cente 361100

Originator: Christ Thomsen

5. Other Departments/Agencies

a) Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.

Yes, Planning & Development Services is responsible for issuing permits necessary for construction.

b) If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.

Employees as assigned by Planning and Development Services.

6. What is the funding source for this request?

REET II



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-616

File ID:	AB2022-616	Version:	1	Status:	Introduced
File Created:	10/26/2022	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:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance establishing the Bellingham Senior Center HVAC Replacement Fund and establishing a project based budget for the Bellingham Senior Center HVAC Replacement project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests establishment of a new fund to account for revenues and expenses relating to providing a new HVAC system of integrated air handling control to manage heating, cooling, air quality and circulation throughout the Bellingham Senior Center. Requests appropriation of a budget of \$866,000 to be funded from Real Estate Excise Tax I Fund.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Proposed Exhibit A, Additional Service Request

PROPOSED BY: Executive
INTRODUCTION DATE: 11/09/22

ORDINANCE NO. _____

**ORDINANCE ESTABLISHING THE BELLINGHAM SENIOR CENTER HVAC REPLACEMENT
FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE BELLINGHAM
SENIOR CENTER HVAC REPLACEMENT PROJECT**

WHEREAS, Bellingham Senior Center provides services to the senior population in the community, and

WHEREAS, this population is more susceptible to the deleterious effects of temperature extremes and poor air quality, and

WHEREAS, in recent years, we have seen higher summer temperatures, lower winter temperatures, and longer periods of poor air quality, and

WHEREAS, currently multiple furnaces of varying age are utilized, on five independently controlled zones, to heat the Center, the facility has no air conditioning, and there are no air circulations systems to manage year-round air quality, and

WHEREAS, this project proposes to provide a new HVAC system of integrated air handling control to manage heating, cooling, air quality and circulation throughout the building, and

WHEREAS, funding is available from Real Estate Excise Tax I Fund, and

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

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective January 1, 2023 known as the Bellingham Senior Center HVAC Replacement Fund. This fund shall be used to account for the revenues and expenditures related to this project, and

BE IT FURTHER ORDAINED by the Whatcom County Council that the Bellingham Senior Center HVAC Replacement Fund is approved as described in Exhibit A with a project budget of \$866,000.

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

BELLINGHAM SENIOR CENTER HVAC REPLACEMENT PROJECT

Account	Description	Initial
	Expenditures	<u>Project Budget</u>
6190	Direct Billing Rate	\$45,000
7380	Other Improvements	\$821,000
		<hr/>
		\$866,000
		<hr/>
	Revenues	
8301.326	REET I Transfer	\$866,000
		<hr/>
		\$866,000
		<hr/>

2023-2024 Budget Preparation - Regular Additional Service Request

Parks & Recreation

ASR # 2023- 6923	Fund	Cost Center	Originator: Christ Thomsen
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Expenditure Type: One-Time Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Bellingham Senior Center HVAC Replacement

Costs:	Object	Object Description	2023 Requested	2023 Approved	2024 Requested	2024 Approved
	6190	Direct Billing Rate	\$7,000	\$45,000	\$38,000	\$0
	7380	Other Improvements	\$87,000	\$821,000	\$734,000	\$0
	8301.326	Operating Transfer In	\$0	(\$866,000)	\$0	\$0
	Totals		\$94,000	\$0	\$772,000	\$0

1. Description of Request:

a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

This request is to provide for a project-based budget for design, permitting, and construction to replace existing furnaces at the Bellingham Senior Activity Center (BSAC). The new system will provide an integrated air handling control system to manage heating, cooling, and air quality and circulation throughout the building. A variable refrigerant flow system with a combination of heat pumps and heat recovery systems, that would utilize existing ductwork, is being proposed. The final system design will be determined through the design process.

b) Who are the primary customers for this service?

The over 1.7 million residents of Whatcom County and the visitors and members of the Bellingham Senior Activity Center.

2. Describe the problem this request addresses and why Whatcom County needs to address it.

The BSAC provides services to the senior population in the community. This population is more susceptible to the deleterious effects of temperature extremes and poor air quality. In recent years, we have seen higher summer temperatures, lower winter temperatures, and longer periods of poor air quality due to summer wildfires. Members and stakeholders of the center have requested improved air conditioning and filtration at the center. Currently, multiple furnaces, of varying age, are utilized, on five independently controlled zones, to heat the BSAC. The facility is not air conditioned. There is no air quality or air circulation systems to manage year-round air quality.

3. Options

a) What other options have you considered? Why is this the best option?

No action option was considered. This option does not address the concerns with increased frequency of temperature extremes and periods of poor air quality due to wildfire smoke.

Implementing this project provides for the design and installation of a modern HVAC system for the Bellingham Senior Activity Center that mitigates the effects of temperature extremes and periods of poor air quality and provides a safe and healthy environment for senior population of Whatcom County.

b) What are the specific cost savings? (Quantify)

4. Outcomes / Objectives

a) What outcomes will be delivered and when?

System design is complete in 2023. Construction is complete in 2024.

b) How will you know whether the outcomes happened?

Contractor achieves substantial completion, the HVAC system is certified, and the system is put into service in 2024.

5. Other Departments/Agencies

a) Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.

2023-2024 Budget Preparation - Regular Additional Service Request

Parks & Recreation

ASR # 2023- 6923	Fund	Cost Cente	Originator: Christ Thomsen
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Yes. Planning and Development Services is responsible for evaluating regulatory compliance and issuance of permits necessary to complete the project.

b) If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.

Employees as assigned by Planning and Development Services.

6. What is the funding source for this request?

REET I & Donations



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-617

File ID:	AB2022-617	Version:	1	Status:	Introduced
File Created:	10/26/2022	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:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance establishing the Plantation Rifle Range Lead Reclamation & Capital Improvements Fund and establishing a project based budget for the Plantation Rifle Range Lead Reclamation & Capital Improvements project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request establishes the Plantation Rifle Range Lead Reclamation & Capital Improvements Fund and requests an initial appropriation of \$655,000 to fund lead reclamation efforts and to hire a team to assess the range for capital improvement needs.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Proposed Exhibit A, Additional Service Request

PROPOSED BY: Executive
INTRODUCTION DATE: 11/09/22

ORDINANCE NO. _____

ORDINANCE ESTABLISHING THE PLANTATION RIFLE RANGE LEAD RECLAMATION & CAPITAL IMPROVEMENTS FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE PLANTATION RIFLE RANGE LEAD RECLAMATION & CAPITAL IMPROVEMENTS PROJECT

WHEREAS, Parks and Recreation, in collaboration with Washington State Department of Ecology, is proposing a multi-year lead reclamation project at Plantation Rifle Range, and

WHEREAS, this is the Department's number one priority capital improvement project, and

WHEREAS, once lead reclamation is complete, modifications will be necessary to improve lead shot containment, to control and direct stormwater runoff, and to make other improvements at the Range, and

WHEREAS, this initial request will provide for the lead reclamation efforts and to hire a team to assess the range for capital improvement needs, and

WHEREAS, funding for this project is available from Real Estate Excise Tax I Fund, and

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

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective January 1, 2023 known as the Plantation Rifle Range Lead Reclamation & Capital Improvements Fund. This fund shall be used to account for the revenues and expenditures related to this project, and

BE IT FURTHER ORDAINED by the Whatcom County Council that the Plantation Rifle Range Lead Reclamation & Capital Improvements Fund is approved as described in Exhibit A with an initial project budget of \$655,000.

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

PLANTATION RIFLE RANGE LEAD RECLAMATION & CAPITAL IMPROVEMENTS FUND

Account	Description	Initial
	Expenditures	<u>Project Budget</u>
6190	Direct Billing Rate	\$97,000
7380	Other Improvements	\$558,000
		<hr/>
		\$655,000
		<hr/>
	Revenues	
8301.326	REET I Transfer	\$655,000
		<hr/>
		\$655,000
		<hr/>

2023-2024 Budget Preparation - Regular Additional Service Request

Parks & Recreation

ASR # 2023- 6919	Fund	Cost Center	Originator: Christ Thomsen
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Expenditure Type: One-Time Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Range Lead Reclamation & Capital Improvements

Costs:	Object	Object Description	2023 Requested	2023 Approved	2024 Requested	2024 Approved
	6190	Direct Billing Rate	\$97,000	\$97,000		\$0
	7380	Other Improvements	\$558,000	\$558,000		\$0
	8301.326	Operating Transfer In	\$0	(\$655,000)	\$0	\$0
	Totals		\$655,000	\$0	\$0	\$0

1. Description of Request:

a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

This request is to establish a project-based budget for a multi-year project at Plantation Range. This project recovers and recycles lead from the outdoor ranges at Plantation Range and is the number one priority capital improvement project for the department. The affected area for lead recovery is estimated at approximately 4.5 acres. Once lead reclamation is complete, modifications are needed to improve lead shot containment, to control and direct stormwater runoff, to protect surface waters from direct deposition of lead from firearms activities, and to make other improvements at Plantation Range.

b) Who are the primary customers for this service?

The citizens of Whatcom County and users of Plantation Range, including recreational shooters, local law enforcement agencies, and others.

2. Describe the problem this request addresses and why Whatcom County needs to address it.

The EPA's manual Best Management Practices for Outdoor Shooting Ranges provides guidance for managing the environmental impacts of lead at outdoor shooting ranges. The manual provides a four-step model for BMPs. They include 1) Control and Contain, 2) Prevent Migration, 3) Remove and Recycle, and 4) Document Activities and Record Keeping. Plantation Range design and management has implemented many aspects of the BMPs.

The manual identifies lead reclamation as an important BMP for lead management. Lead reclamation (removal and recycle) has not occurred at Plantation Range since operations started about 1971.

Additionally, as time progressed uses and configuration of the range have changed and environmental regulations have evolved. A need exists to evaluate current activities and environmental conditions. Capital improvements for modification of the outdoor range(s) are likely required to provide appropriate environmental protections while providing for continued operation of the outdoor ranges. Modifications may include changes to firing lines, berms, and other features to contain and control lead, and changes to the grounds to protect water quality. Modifications may also be implemented to make future lead reclamation efforts more cost efficient.

In 2020, Washington State Department of Ecology (DOE) conducted an investigation at Plantation Range over concerns of potential environmental impacts resulting from lead in the environment resulting from use of firearms. These efforts have culminated in the County and DOE working collaboratively on lead reclamation efforts.

The initial funding request provides for typical lead reclamation efforts and to hire a team to assess the range for capital improvement needs. Additional funding requests will be considered as more information is gathered.

3. Options

a) What other options have you considered? Why is this the best option?

Lead reclamation is a regulatory required activity. How clean-up is accomplished can take a variety of

2023-2024 Budget Preparation - Regular Additional Service Request

Parks & Recreation

ASR # 2023- 6919	Fund	Cost Cente	Originator: Christ Thomsen
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forms. Options will be assessed as the work between Whatcom County and DOE progresses.

b) What are the specific cost savings? (Quantify)

Lead reclaimed during the project will be recycled providing off-setting revenue. No other cost savings are expected initially, however, capital improvement components may make future lead reclamation more cost and resource efficient.

4. Outcomes / Objectives

a) What outcomes will be delivered and when?

Lead reclamation is complete at Plantation Range. Analysis of potential capital improvements needed to sustain long-term Range operations is complete, and preferred alternatives have been identified., and capital improvements are initiated. This work is planned to be complete by the end of 2024.

b) How will you know whether the outcomes happened?

Department of Ecology certifies lead reclamation is complete at Plantation Range. Analysis documents are complete for capital improvements and capital improvements are initiated.

5. Other Departments/Agencies

a) Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.

Planning and Development Services is responsible for processing permit applications. Department of Health is participating in consultant role regarding drinking water quality and solid waste management.

b) If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.

Employees as assigned by the various departments.

6. What is the funding source for this request?

REET I



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-637

File ID:	AB2022-637	Version:	1	Status:	Introduced
File Created:	11/01/2022	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance closing COVID-19 Emergency Response (CARES Act) Fund 134

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance closing COVID-10 Emergency Response (CARES Act) Fund 134

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Ordinance

PROPOSED BY: Executive

INTRODUCTION DATE: 11/09/2022

ORDINANCE NO. _____

CLOSING COVID-19 EMERGENCY RESPONSE (CARES ACT) FUND 134

WHEREAS, On April 7, 2020 the County established the COVID-19 Emergency Response Fund to account for the use of restricted revenues expended in response to the COVID-19 outbreak; and

WHEREAS, the COVID Emergency Response Fund has a balance of Approximately \$6.4 million; and

WHEREAS, the COVID Emergency Response Fund balance is the result of reporting eligible General Fund expenditures to fulfil grant requirements; and

WHEREAS, federal assistance from the American Rescue Act is available to fund the COVID-19 response as well as efforts to recover from the impact of COVID 19; and

WHEREAS, the fund balance in the COVID-19 Emergency Response Fund can be repurposed to other pressing needs; and

WHEREAS, the County has established a new Capital Facilities Reserve Fund to accumulate resources to fund needed facilities and facility improvement; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the COVID-19 Emergency Response Fund be dissolved and its remaining cash balance transferred to the new Capital Facilities Reserve Fund.

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
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

Christopher Quinn per email 11/01/2022
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-638

File ID:	AB2022-638	Version:	1	Status:	Introduced
File Created:	11/01/2022	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance establishing a Capital Facilities Reserve Fund

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance establishing a Capital Facilities Reserve Fund

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance

PROPOSED BY: Executive

INTRODUCTION DATE: 11/9/2022

ORDINANCE NO. _____

ESTABLISHING A CAPITAL FACILITIES RESERVE FUND

WHEREAS, Whatcom County has an ongoing need for improvements to existing facilities as well as a need for new facilities.; and

WHEREAS, a fund dedicated to the long-term accumulation of resources for capital facilities needs will assist in meeting these needs; and

WHEREAS, Whatcom County has approximately \$6.4 million remaining in the COVID-19 Emergency Response (CARES ACT) Fund that can be transferred to this new fund for Capital Facilities projects; and

WHEREAS, annual contributions of \$500,000 from the General Fund are budgeted to be transferred to this fund in the 2023 -2024 biennium, and

WHEREAS, the Executive will annually determine a portion of the previous year's budget lapse to contribute to the Capital Facilities Reserve Fund; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective January, 2023 titled "Capital Facilities Reserve Fund".

BE IT FURTHER ORDAINED that the new fund shall be established with a transfer of the balance remaining in the COVID-19 Emergency Response (CARES Act) Fund.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Christopher Quinn per email 11/01/2022

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-644

File ID:	AB2022-644	Version:	1	Status:	Agenda Ready
File Created:	11/02/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Cando Recycling and Disposal to provide curbside collection services in Point Roberts, in the estimated amount of \$475,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Freedom 2000 d/b/a Cando Recycling and Disposal – Curbside Collection Services Contract

DATE: November 2, 2022

Attached is a contract between Whatcom County and Cando Recycling and Disposal for your review and signature.

▪ **Background and Purpose**

Per WCC 8.10.040(D), single-family residential curbside collection of solid waste in Point Roberts shall be mandatory and the fee for service, at the approved Washington Utilities and Transportation (WUTC) rate, shall be collected on the annual property tax bill and remitted to the service provider. This contract implements the legal requirement of the above referenced Code and passes the collected fees on to the WUTC designated waste hauler, Cando Recycling & Disposal.

▪ **Funding Amount and Source**

Funding for the curbside collection services is provided from the fee-for-service described above and collected on annual property tax bills at the rate of \$16.52 plus tax, per month, per single family residential dwelling, for an estimated 1,938 units at a not-to-exceed amount of \$475,000. Council approval is required as funding exceeds \$40,000.

▪ **Differences Between Previous Contracts**

This is a new contract, however, funding for these services has been provided through a similar contract (WC Contract #201811009) since 2019. This contract includes no significant changes from the contract that is currently in place.

Please contact Sue Sullivan, Environmental Health Manager at 360-778-6026 (SSullivan@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us) if you have any questions or concerns regarding this request.



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8540 Environmental Health / 854085 Solid Waste		
Contract or Grant Administrator:			Jennifer Hayden		
Contractor's / Agency Name:			Cando Recycling & Disposal		
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC: _____	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement?		If yes, grantor agency contract number(s):		CFDA#:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):			
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract the result of a RFP or Bid process?		Sole Source		Contract Cost Center:	140101
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):			
Is this agreement excluded from E-Verify?		No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>		
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional.					
<input type="checkbox"/> Contract work is for less than \$100,000.			<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).		
<input type="checkbox"/> Contract work is for less than 120 days.			<input type="checkbox"/> Work related subcontract less than \$25,000.		
<input type="checkbox"/> Interlocal Agreement (between Governments).			<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards 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:			
\$	475,000	1. Exercising an option contained in a contract previously approved by the council.			
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.			
\$		3. Bid or award is for supplies.			
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance			
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.			
Summary of Scope: This contract implements requirements to collect a fee-for-service on Point Roberts property tax bills and remits the fee to the service provider.					
Term of Contract:		1 Year		Expiration Date: 12/31/2023	
Contract Routing:		1. Prepared by: JT		Date:	07/11/2022
		2. Health Budget Approval: KR/JG		Date:	09/21/2022
		3. Attorney signoff: RB		Date:	09/22/2022
		4. AS Finance reviewed: Bbennett		Date:	09/24/2022
		5. IT reviewed (if IT related):		Date:	
		6. Contractor approved:		Date:	
		7. Executive Contract Review:		Date:	
		8. Council approved (if necessary):		Date:	
		9. Executive signed:		Date:	
		10. Original to Council:		Date:	

CONTRACT FOR SERVICES
Between Whatcom County and Freedom 2000 d/b/a Cando Recycling & Disposal

Freedom 2000 d/b/a Cando Recycling & Disposal, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 13,

Exhibit A (Scope of Work), p. 14,

Exhibit B (Compensation), p. 15,

Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2023, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2023.

The general purpose or objective of this Agreement is to provide curbside collection services 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 \$475,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on:

CONTRACTOR:

Freedom 2000 d/b/a Cando Recycling & Disposal

PO Box 32510

Bellingham, WA 98228

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.

Pamela Saulnier, General Manager

Date

WHATCOM COUNTY:
Recommended for Approval:

Sue Sullivan, Environmental Health Manager Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Senior Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

Freedom 2000 d/b/a Cando Recycling & Disposal
Pam Saulnier, General Manager
PO Box 32510
Bellingham, WA 98228

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.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and

expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence

\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall

constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
 - k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
 - l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
 - m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
 - n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Jennifer Hayden, Environmental Health Supervisor
Whatcom County Health Department

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Health Department
Jennifer Hayden, Environmental Health Supervisor
509 Girard Street
Bellingham, WA 98225
JHayden@co.whatcom.wa.us

Freedom 2000 d/b/a Cando Recycling & Disposal
Pam Saulnier, General Manager
PO Box 32510
Bellingham, WA 98225
pam@saulnierconsulting.com

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

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

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

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

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a

waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

As per WCC 8.10 – Solid Waste and Residential Recycling, mandatory curbside collection of solid waste in Point Roberts, WA became effective on January 1, 2019 and the fee for services is collected annually on property tax statements:

8.10.040(D). Effective January 1, 2019, single-family residences located in Point Roberts, with on-site sewage systems, shall no longer be exempt from mandatory curbside collection services. As a minimum level of service, the minimum required curbside collection service shall be 26 annual pickups, to occur at the discretion of the customer on any day of the approved every other week garbage collection schedule, of a 32-gallon can and three-bin source separated recyclables. The cost of the minimum level of service, as per the approved UTC tariff, shall be billed as an annual fee on the property tax bill, at the rate of one minimum level of service per single family residence. Service levels above the minimum level of service, as may be required of the service provider, for larger cans, increased frequency of pickup, carry out or other services, will be invoiced directly by the service provider as per the approved WUTC tariff.

The Contractor shall provide solid waste management services in compliance with this requirement and the approved Washington Utilities and Transportation Commission (WUTC) tariff. The County shall collect the annual fee for the defined minimum level of service, as approved by the WUTC, on the annual property tax bill and remit the fee for service, less administrative fee, to Contractor.

II. Definitions

As defined in WCC, 8.10 – Solid Waste and Residential Recycling, 'Single-Family Residence' (SFR) means a residential dwelling containing four or fewer dwelling units on one lot or parcel. Where two, three, or four units are on one lot or parcel, each lot or parcel shall be considered as an individual single-family residence.

III. Statement of Work

The Contractor shall provide solid waste management services in full compliance with the approved WUTC tariff and as per WCC 8.10, shall invoice the County for provision of the defined minimum level of service for each applicable SFR dwelling. The County shall provide annually, by November 1st, a list of addresses of applicable SFRs dwellings at which the defined minimum level of service is to be provided. The County shall collect the annual fee for the defined minimum level of service, at rates as approved by the WUTC, on the annual property tax bill and remit the fee for service, less an administrative fee of \$0.50 per year, per SFR dwelling, to the Contractor, as invoiced, on an every other month basis. The County shall be responsible for collection of delinquent accounts and the Contractor shall continue to provide services to delinquent accounts until notified otherwise by the County.

IV. Program Requirements

The Contractor shall operate in full compliance with service and rate structures as stipulated in the approved WUTC tariff and all applicable local, state, and federal requirements.

V. Reporting Requirements

The Contractor shall operate in full compliance with reporting requirements, as stipulated in the approved WUTC tariff and all applicable local, state and federal requirements.

EXHIBIT "B"
(COMPENSATION)

I. Budget

The Contractor shall provide the mandatory curbside solid waste collection services, defined as the minimum level of service in the UTC approved tariff, and invoice County at the currently approved UTC rate, including taxes, per applicable single-family residential dwelling. Contractor shall credit County an administrative fee of \$0.50 per year, per single family residential dwelling, for billing services, to be applied on the first invoice of every year.

II. Invoicing

1. The Contractor shall submit invoices to (include contract #) HL-BusinessOffice@co.whatcom.wa.us.
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-646

File ID:	AB2022-646	Version:	1	Status:	Agenda Ready
File Created:	11/02/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to administer rental assistance to people with co-occurring disorders, in the amount of \$49,600

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Opportunity Council – CJTA Rental Assistance Contract

DATE: November 2, 2022

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

- **Background and Purpose**

Whatcom County seeks to ensure housing opportunities for people with criminal charges who are challenged with substance use disorders (SUD), are homeless or discharging from institutions, or who need a viable, clean and sober living environment. This contract provides funding for the Contractor to administer up to twelve months of rental assistance for people with co-occurring disorders (serious mental illness and SUD). This contract is awarded as a result of RFP 22-34.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$49,600, is provided by the Criminal Justice Treatment Account (CJTA) through the Washington State Health Care Authority. These funds are included in the 2023 budget. Council approval is required as funding exceeds \$40,000.

- **Differences between Previous Contracts**

This is a new contract, however, funding for these services have been provided in similar contracts since 2019. This contract updates reporting requirements but includes no significant changes from the contract currently in place (WC Contract #201811023).

Please contact Jackie Mitchell, Program Specialist at 360-778-6048 (JMitchel@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us) if you have any questions or concerns regarding this request.



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			Response Systems Division / Behavioral Health		
Contract or Grant Administrator:			Jackie Mitchell		
Contractor's / Agency Name:			Opportunity Council		
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement?		If yes, grantor agency contract number(s):		CFDA#:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):		201909026	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>				
Is this contract the result of a RFP or Bid process?		If yes, RFP and Bid number(s):		Contract Cost Center:	675600
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	22-34			
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional.					
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.			<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).		
<input type="checkbox"/> Contract work is for less than 120 days.			<input type="checkbox"/> Work related subcontract less than \$25,000.		
<input type="checkbox"/> Interlocal Agreement (between Governments).			<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
Contract Amount:(sum of original contract amount and any prior amendments):		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:			
\$	49,600	1. Exercising an option contained in a contract previously approved by the council.			
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.			
\$		3. Bid or award is for supplies.			
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance			
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.			
Summary of Scope: This contract provides funding for the Contractor to administer up to six months of rental assistance for people with co-occurring disorders (serious mental illness and SUD).					
Term of Contract:		1 Year		Expiration Date: 12/31/2023	
Contract Routing:		1. Prepared by: JT		Date:	08/24/2022
		2. Health Budget Approval: KR/JG		Date:	09/27/2022
		3. Attorney signoff: RB		Date:	10/03/2022
		4. AS Finance reviewed: Bbennett		Date:	10/14/2022
		5. IT reviewed (if IT related):		Date:	
		6. Contractor Manager Review:		Date:	
		7. Executive Contract Review:		Date:	
		8. Council approved (if necessary):		Date:	
		9. Executive signed:		Date:	
		10. Original to Council:		Date:	

CONTRACT FOR SERVICES
Between Whatcom County and Opportunity Council

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

General Conditions, pp. 3 to 13,
 Exhibit A (Scope of Work), pp. 14 to 16,
 Exhibit B (Compensation), p. 17,
 Exhibit C (Certificate of Insurance), p. 18,
 Exhibit D (Data Use, Security and Confidentiality Requirements).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2023 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2023.

The general purpose or objective of this Agreement is to administer CJTA rental assistance to eligible individuals, 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 \$49,600. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on:

CONTRACTOR:

Opportunity Council
 1111 Cornwall Avenue
 Bellingham, WA 98225

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

 Greg Winter, Executive Director

 Date

Recommended for Approval:

Date _____

Date _____

Approved as to form:

Date _____

Accepted for Whatcom County:

Date _____

CONTRACTOR INFORMATION:

Greg_Winter@oppco.org

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than four years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided

in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or

other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

\$1,000,000.00	Minimum, per occurrence
\$2,000,000.00	Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non- contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any

and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
 - k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
 - l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
 - m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
 - n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in

the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

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

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

Jackie Mitchell, Program Specialist
Whatcom County Health Department

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Health Department
Jackie Mitchell, Program Specialist
509 Girard Street
Bellingham, WA 98225
JMitchel@co.whatcom.wa.us

Opportunity Council – Whatcom Homeless Service Center
Teri Bryant, Director
1111 Cornwall Avenue
Bellingham, WA 98225
Teri_Bryant@whatcomhsc.org

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

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

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

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

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other

appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. **Notice of Potential Claims:**

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim:**

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. **Arbitration:**

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 **Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 **Survival:**

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 **Entire Agreement:**

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

The purpose of this contract is to provide up to six months of rental assistance for people with substance use disorders (SUDs) who are in the criminal justice system. Whatcom County lacks housing assistance options for people with SUD who have criminal charges, who are homeless and discharging from institutions, or who need a viable, clean and sober living environment in order to initiate or maintain recovery.

The consequences of limited access to housing leaves people with SUDs at risk of relapsing and recycling through homelessness and the criminal justice system. This contract will provide people with SUDs (including people with co-occurring mental health disorders) access to rental assistance for up to six months.

II. Definitions

"Blake Decision" – The Washington State Supreme Court's ruling in the case of ***State v. Blake*** (Shannon B.), No. 96873-0. The decision struck down a major law in Washington which criminalized drug possession. The decision will impact many people who have been charged with a simple felony drug charge in the past and present, and could result in those individuals not receiving services for which they would have been eligible had the charge remained in place.

Criminal Justice Treatment Account (CJTA) – A fund designated by state law to treat certain non-violent drug offenders who have a SUD that if not treated, is likely to result in addiction or is already an addiction. Eligibility for CJTA is further described in this contract.

Co-Occurring Disorder (COD) – In this contract, COD is used to indicate instances of both mental health disorder and substance use disorder.

Diagnostic and Statistical Manual 5 (DSM-5) – The current standard manual used for the classification and diagnosis of mental disorders.

Serious Mental Illness (SMI) – The term "serious mental illness" consists of DSM-5 diagnosed conditions such as bipolar disorder, schizophrenia and schizoaffective disorder.

Recovery – A process of change through which individuals improve their health and wellness, live a self-directed life and strive to reach their full potential. (SAMHSA)

Release of Information (ROI) – A written form for client consent to share information with other people or entities who are involved with the client's care. ROIs are required by federal regulations such as [42 CFR Part 2](#) and by [Health Insurance and Portability Act \(HIPAA\)](#) and are designed to protect client confidentiality.

Substance Use Disorder (SUD) – A diagnostic classification in the DSM-5 which combines substance use and addiction into a single disorder (or set of disorders) which is measured along a continuum from mild to severe, depending on symptoms.

Rental Assistance – Funding provided to support rental needs for individuals served by this contract.

Substance Abuse and Mental Health Administration (SAMHSA) – A federal organization that provides funding, key policy decisions, oversight, data and information related to substance use and mental health issues and services.

III. Statement of Work

The Contractor will accept referrals from therapeutic court programs. Ground Level Response And Coordinated Engagement (GRACE) Care Coordinators, SUD Case Managers, and treatment providers for people who have been identified as eligible for housing assistance under CJTA criteria listed below.

- A. Individuals qualify for housing under CJTA if they meet the following conditions:
 - 1. Have a charge filed upon them by a prosecuting attorney in Washington State or a charge which was vacated or expunged due to the Washington State Court Blake Decision.
 - 2. Are a Whatcom County resident.
 - 3. Have a substance use disorder which could worsen if not treated.
 - 4. Have completed a course of SUD treatment and need housing for up to six months (a waiver is required for extensions beyond six months) or require housing prior to treatment for the purposes of coordinating care.
 - 5. Must be enrolled in an ongoing, outpatient case management or care coordination program throughout the course of their housing stay.
- B. The Contractor will prioritize referrals in the following order:
 - 1. Drug Court participants or Mental Health Court members;
 - 2. GRACE members, Law Enforcement and Diversion (LEAD), or other Response System Division programs;
 - 3. SUD treatment and detox providers' clients or other care coordination/case management programs, as approved by the County Contract Administrator.
- C. Referral Process
 - 1. The Contractor may receive referrals for individual who are screened and assessed by the referent as eligible by CJTA.
 - 2. The Contractor shall work with the County on a screening form and a referral procedure.
 - 3. The Contractor shall ensure that each referent has a copy of the screening and eligibility criteria and that referents submit documented eligibility and a release of information to the Contractor.
 - 4. The Contractor shall participate in meetings designed to improve each of the following:
 - a. The referral system;
 - b. Communication between community partners;
 - c. Discharge procedures.
- D. The Contractor will secure brief Memorandum of Agreements (MOAs) with the top two priority referents (under numbers 1 & 2 above) which outlines the referral requirements and any procedures necessary to ensuring a smooth referral process. Further, the contractor will orient additional referents to the referral process and provide an outline of the referral process to each referent.

IV. Program Requirements

The Contractor shall issue rental assistance based on the following:

- A. Monthly rent and utilities and any combination of first and last month's rent for up to six (6) months.

1. The Contractor may grant a waiver for up to three (3) months at a time, for up to six (6) more months in total. The Contractor will work with the County to ensure criteria are in place for waiver standardization.
 2. Rent may only be paid one (1) month at a time, however, rental arrears, pro-rated rent and last month's rent may be included with the first month's payment.
- B. Security deposits and utility deposits for a household moving into a new unit.
 - C. CJTA rental assistance may be used for move-in costs including, but not limited to, deposits and first month's rent associated with housing, including project or tenant-based housing.
 - D. Application fees, background and credit check fees for rental housing.
 - E. Lot rent for RV or manufactured home.
 - F. If approved by the County Contract Administrator, the following may also be provided under this contract:
 1. Hotel/Motel vouchers
 2. Payment for damages and necessary repairs to hotel/motel rooms and/or properties.

V. Discharge

Once a participant has departed from housing, regardless of the reason, the Contractor will secure a completed discharge from the referent/case manager. The discharge form serves as a communication tool to help manage rental assistance resources and will contain basic information for tracking outcomes. This form will be developed by the Contractor in partnership with the County within 60 days of the contract execution.

The Contractor will develop an agreement to be signed by the lessor in which the lessor agrees to notify the Contractor when a participant exits from housing and if necessary, the Contractor will seek a refund for security deposits and/or payment for last month's rent. If a refund is acquired, the Contractor will credit the refund back to the CJTA rental assistance allocation in the contract and the funding will remain available for other rental assistance needs. At the end of the fiscal year, the Contractor shall return unspent rental assistance funds to the County.

VI. Reporting Requirements

- A. The Contractor will submit a monthly CJTA Programmatic Treatment Report to the State Health Care Authority Secure File Transfer (SFT) system on the 15th of the month, following the end of each month (and notify the County Contract Administrator that the report has been uploaded). Other instructions, are discussed in Exhibit D – Washington State Health Care Authority Data Use, Security and Confidentiality Requirements.
- B. On a monthly basis, and submitted with the monthly billing invoice, the Contractor will report:
 1. Total Drug Court participant rental assistance expenditures and number of people served.
 2. Total non-Drug Court participant rental assistance expenditures and number of people served.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$49,600, is the Washington State Health Care Authority Criminal Justice Treatment Account. The budget for this contract is as follows:

*Cost Description	Documents Required Each Invoice	Budget
CJTA Rental Assistance	<ul style="list-style-type: none">Expanded GL detail for the period plus documentation including Client ID, Payee, and amount of paymentFor rental assistance-rent subsidy, itemize payee for-profit/non-profit status	\$41,875
Personnel	Expanded GL detail for the period	\$2,700
SUBTOTAL		\$44,575
Indirect @ 12%		\$5,025
TOTAL		\$49,600

*Changes to the line item budget that exceed 10% must be approved in writing by the County.

**Administration may not exceed the current approved indirect cost allocation rate.

II. Invoicing

1. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Washington State Health Care Authority Data Use, Security, and Confidentiality Requirements

1. Definitions

In addition to the definitions set out in Section 2, Definitions, of the Contract, and Schedule A, Statement of Work, Section 1, of the definitions below apply to this Exhibit:

"Authorized User" means an individual with an authorized business need to access HCVA's Confidential Information under this Contract.

"Client" means an individual who is eligible for or receiving Medicaid services.

"Data" means the information that is disclosed or exchanged as described by this Contract. For purposes of this Contract, Data means the same as "Confidential Information".

"Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, address, telephone numbers, social security numbers, driver's license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

"ProviderOne" means the Medicaid Management Information System (MMIS), which is the State's Medicaid payment system managed by HCA.

"Regulation" means any federal, state, or local regulation, rule, or ordinance.

"Use" includes the sharing, employment, application, utilization, examination, or analysis of Data.

2. Description of Data

- 2.1 Contractor, and/or Subcontractors will collect the Data necessary for the CJTA Programmatic Treatment Report, Attachment 4, attached hereto and incorporated herein. The Data will be submitted directly into the Behavioral Health Data System (BHDS).

3. Data Classification

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the State of Washington Chief Information Officer. (See Section 4, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/securing-information-technology-assets>).

The Data that is the subject of this Contract may be in any of the Categories indicated below:

☐ Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

☐ Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

☐ Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- Personal information about individuals, regardless of how that information is obtained;

- Information concerning employee personnel records;
- Information regarding IT infrastructure and security of computer and telecommunications systems;

X Category 4 – Confidential Information Requiring Special Handling

4. Constraints on Use of Data

- 4.1 The Data being shared/accessed is owned and belongs to HCA.
- 4.2 This contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any analyses, use, or reporting that is not within the Purpose of this Contract is not permitted without HCA's prior written consent.
- 4.3 Data collected and shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and §2.65.
- 4.4 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.

5. Security of Data

5.1 Data Protection

The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

- i. Allowing access only to staff that have an authorized business requirement to view the Confidential Information; and
- ii. Physically securing any computer, documents, or other media containing the Confidential Information.

5.2 Data Security Standards

Contractor must comply with the Data Security Requirements set out in Attachment 1, *Confidential Information Security Requirements*, and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policy/securing-information-technology-assets>). The Security Standard 141.10 is hereby incorporated by reference into this Contract.

5.3 Data Disposition

For the purposes of this section “fiscal year” is from July 1 to June 30.

Upon request by HCA, at the end of the Contract term, when no longer needed, or 6 years after the end of the fiscal year in which the Data is received, Confidential Information/Data must be returned to HCA or disposed of as set out in Attachment 1, *Confidential Information Security Requirements*, except as required to be maintained for compliance or accounting purposes.

6. Data Confidentiality and Non-Disclosure

6.1 Data Confidentiality

The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:

- as provided by law; or
- with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

6.2 Non-Disclosure of Data

The Contractor must ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this Contract before gaining access to the Data identified herein. The Contractor will also instruct and make any new employee aware of the use restrictions and protection requirements of this Contract before they gain access to the Data.

The Contractor will ensure that each employee or Subcontractor who will access the Data signs the *User Agreement on Non-Disclosure of Confidential Information*, Exhibit B hereto. The Contractor will retain the signed copy of the *User Agreement on Non-Disclosure of Confidential Information* in each employee's personnel file for a minimum of six years from the data of the employee's access to the Data ends. The documentation must be available to HCA upon request.

6.3 Penalties for Unauthorized Disclosure of Data

State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. The Contractor must comply with all applicable federal laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

The Contractor accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of the Contract.

7. Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Contract in any such Subcontract. However, no subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor.

8. Data Breach Notification

- 8.1 The Breach or potential compromise of Data must be reported to the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov within 2 business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within 15 business days of discovery. To the extent possible, these reports must include the following:
 - 8.1.1 The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;
 - 8.1.2 The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
 - 8.1.3 A description of the types of PHI involved;
 - 8.1.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
 - 8.1.5 Any details necessary for a determination of the potential harm to individuals whose PHI is believed to have been used or disclosed and the steps those individuals should take to protect themselves; and
 - 8.1.6 Any other information HCA reasonably requests.
- 8.2 The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 8.3 If notification of the Breach or possible Breach must, in the judgment of HCA, be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
 - 8.3.1 HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
 - 8.3.2 In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients, such as paying for regular credit watches in some cases.
 - 8.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 8.4 Any breach of this clause may result in termination of the Contractor and the demand for return or disposition, as described in Section 5.3, of all Confidential Information.
- 8.5 Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any Breach or possible Breach at any time.

9. Inspection

HCA reserves the right to monitor, audit, or investigate compliance with this Contract in regards to the Personal Information and PHI of Enrollees collected, used, or acquired by Contractor during the term of this Contract and for six (6) years following termination or expiration of this Contract. HCA will have access to Contractor's records and place of business for this purpose. All HCA representatives

conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

10. Indemnification for Unauthorized Use or Release

The Contractor must indemnify and hold HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Enrollees.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-663

File ID:	AB2022-663	Version:	1	Status:	Agenda Ready
File Created:	11/08/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to operate the Access ID Program, in the amount of \$45,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Opportunity Council – Access ID Program Contract

DATE: November 8, 2022

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

■ Background and Purpose

Having official government identification has become mandatory for fully participating in society. In Washington State, a driver's license or identification card is required to apply for a job, access government programs and benefits, obtain assistance from private service organizations, and meet basic commercial and household needs, such as banking and housing. Those with resources to drive a vehicle generally use their driver's license as identification but others often lack identification and may be unaware that another form or state identification card is available.

This contract is awarded as a result of RFP 22-39 and provides funding to operate the Access ID Program in Whatcom County, a program to assist low-income residents with obtaining identification in order to increase opportunities for education, employment, and housing.

■ Funding Amount and Source

Funding for this contract, in an amount not to exceed \$45,000, is provided by general funds and the Behavioral Health Program Fund. These funds will be included in the 2023 budget. Council approval is required as funding exceeds \$40,000.

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



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. _____		
Originating Department:			85 Health			
Division/Program: (i.e. Dept. Division and Program)			8550 Human Services / 855020 Mental Health			
Contract or Grant Administrator:			Amanda Burnett			
Contractor's / Agency Name:			Opportunity Council			
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:				
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:		
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)				
Is this a grant agreement?		If yes, grantor agency contract number(s):		CFDA#:		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>					
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):				
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>					
Is this contract the result of a RFP or Bid process?		If yes, RFP and Bid number(s):		Contract Cost Center:		
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	22-39			124112 / 671400	
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>			
If YES, indicate exclusion(s) below:						
<input type="checkbox"/> Professional services agreement for certified/licensed professional.						
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.			<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).			
<input type="checkbox"/> Contract work is for less than 120 days.			<input type="checkbox"/> Work related subcontract less than \$25,000.			
<input type="checkbox"/> Interlocal Agreement (between Governments).			<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments):		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:				
\$	45,000	1. Exercising an option contained in a contract previously approved by the council.				
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.				
\$		3. Bid or award is for supplies.				
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance				
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.				
Summary of Scope: This contract provides funding to operate the Access ID Program in Whatcom County which is a program to assist low-income residents with obtaining identification in order to increase opportunities for education, employment, and housing.						
Term of Contract:		1 Year		Expiration Date:	12/31/2023	
Contract Routing:	1. Prepared by:		JT		Date:	08/17/2022
	2. Health Budget Approval:		KR/JG		Date:	09/14/2022
	3. Attorney signoff:		RB		Date:	09/26/2022
	4. AS Finance reviewed:		bbennett		Date:	09/26/2022
	5. IT reviewed (if IT related):				Date:	
	6. Contractor approved:				Date:	
	7. Executive Contract Review:				Date:	
	8. Council approved (if necessary):				Date:	
	9. Executive signed:				Date:	
	10. Original to Council:				Date:	

CONTRACT FOR SERVICES
Between Whatcom County and Opportunity Council

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

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

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2023, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2023

The general purpose or objective of this Agreement is to operate the Access ID Program 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 \$45,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on:

CONTRACTOR:

Opportunity Council
 1111 Cornwall Avenue
 Bellingham, WA 98225

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

 Greg Winter, Executive Director

 Date

WHATCOM COUNTY:
Recommended for Approval:

Ann Beck, Community Services Manager Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Senior Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

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

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that

disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. Commercial General Liability

Property Damage

\$500,000.00, per occurrence

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

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

2. Business Automobile Liability

\$1,000,000.00	Minimum, per occurrence
\$2,000,000.00	Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
 - h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
 - i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
 - j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
 - k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
 - l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
 - m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
 - n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in

connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Amanda Burnett, Human Services Supervisor
Whatcom County Health Department

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Health Department
Attn: Amanda Burnett, Human Services Supervisor
509 Girard Street
Bellingham, WA 98225
ABurnett@co.whatcom.wa.us

Opportunity Council
Attn: Lorena Shah, Assistant Director for Community Programs
1111 Cornwall Avenue
Bellingham, WA 98225
Lorena_Shah@oppco.org

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered

mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

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

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

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

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but

shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

Having official government identification has become mandatory for fully participating in society. In Washington State, a driver's license or identification card is required to apply for a job, access government programs and benefits, obtain assistance from private service organizations, and meet basic commercial and household needs, such as banking and housing. Being unable to prove identity is a frequent barrier for low-income individuals. Those with the resources to drive a vehicle generally use their driver's license as identification but others often lack identification and may be unaware that another form of state identification card is available.

II. Statement of Work

The Contractor will assist eligible, low-income Whatcom County residents in navigating the process of obtaining a state identification card, as follows:

- A. Ensure program eligibility requirements.
- B. Provide case management services to assist clients in obtaining their Washington State Enhanced ID (EID) card, or in some situations, the Washington State identification without the enhancement.
- C. Identify potential partners at other local organizations and build long-term relationships with them.
- D. When appropriate, provide technical assistance to partner organizations to assist clients in obtaining their Washington State identification.
- E. Provide case consultation and support to partner organizations.
- F. Collect and manage data to accurately evaluate the program.
- G. Coordinate the program's presence at the annual Project Homeless Connect and other events likely to be attended by people in need of these services.
- H. Pay for fees associated with access Washington State issued identification.

III. Program Eligibility

Individuals eligible for the Access ID Program must be Whatcom County residents and meet income eligibility requirements (200% of Federal Poverty Level).

IV. Program Outcomes

The Contractor will deliver the following annual outcomes:

- A. Serve at least 45 individuals
- B. Provide technical assistance to at least two partner organizations as they work with clients obtaining their Washington State identification.

V. Reporting Requirements

The Contractor will submit a quarterly report that includes the following:

- A. Number of individuals served per quarter
- B. Number of identification cards issued per quarter
- C. Name of referral sources and partner agencies collaborated with per quarter
- D. 1 – 2 brief narratives describing some of the Whatcom County residents being served, as well as collaboration efforts with partner agencies.
- E. Quarterly reports are due as follows:
 - 1st Quarter – January 1 through March 31: Due April 15
 - 2nd Quarter – April 1 through June 30: Due July 15
 - 3rd Quarter – July 1 through September 30: Due October 15
 - 4th Quarter – October 1 through December 31: Due January 15

Whatcom County Health Department may update reporting templates or formats during the contract period, and will provide advance notice of new reporting requirements prior to the start of the reporting quarter.

EXHIBIT "B"
(COMPENSATION)

I. Budget and Source of Funding: Funding for this contract, in an amount not to exceed \$45,000, is provided by the Behavioral Health Program and general funds. The budget for this contract is as follows:

*Cost Description	Documents Required Each Invoice	Budget
Behavioral Health Program Fund		
Personnel (wages + benefits)	GL Detail	\$24,107
General Fund		
Personnel	GL Detail; invoices or receipts	\$6,996
Applicant and document retrieval fees		\$7,875
Communications (includes cell phones and office phone costs)		\$500
Program Supplies & Printing		\$500
Mileage	Reimbursed at the current IRS rate available at www.irs.gov . Mileage log including name of traveler, dates, start and end point, and purpose of travel	\$200
SUBTOTAL		\$40,178
**Behavioral Health Indirect @ 12%		\$2,893
**General Fund Indirect @ 12%		\$1,929
TOTAL		\$45,000

*Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County.

**Indirect costs shall not exceed the current federally approved rate.

II. Invoicing

1. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-670

File ID:	AB2022-670	Version:	1	Status:	Agenda Ready
File Created:	11/10/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to provide Leasing Specialist and intensive case management services, in the amount of \$454,470

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Opportunity Council – Leasing Specialist Services Contract
DATE: November 10, 2022

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

■ Background and Purpose

The Department of Housing and Urban Development (HUD) Continuum of Care Sponsor Based Rental Assistance (SBRA) is a federally funded program providing long-term rental assistance to people with disabilities who have experienced homelessness. SBRA requires program participants to reside in housing owned or leased by a sponsor organization and arranged through a contract between the recipient and the sponsor organization. This contract provides funding for the Opportunity Council, as a Whatcom County SBRA sponsor, to provide linkage to rental subsidies, and leasing specialist services, which includes assistance for 80 clients served at one time, in locating eligible housing units, providing leasing support, serving as a liaison between landlords and clients, and assisting clients in preparing Section 8 and public housing applications.

This contract also provides funding for intensive case management services, to support at least 42 people annually, with a history of chronic homelessness. Intensive case management is typically a team-based approach with a lower staff to client ratio than standard case management, serving people with co-occurring disorders, including serious mental illness, substance use disorder, and physical health problems. This is one of two contracts awarded as a result of RFP 22-32.

■ Funding Amount and Source

Funding for this contract, in an amount not to exceed \$454,470, is provided by HB 1590 (sales and use tax for housing and related services), mental health millage, the Behavioral Health Program Fund, and local document recording fees. These funds will be included in the 2023 budget. Council approval is required as funding exceeds \$40,000.

■ Differences between Previous Contracts

This is a new contract, however, funding for these services has been provided through similar contracts since 2012. From the contract currently in place (WC Contract #201812036), this contract includes an increase in funding for operations and personnel costs for case management and community leasing.

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



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8550 Human Services / 855040 Housing Program		
Contract or Grant Administrator:			Barbara Johnson-Vinna		
Contractor's / Agency Name:			Opportunity Council		
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement?		If yes, grantor agency contract number(s):		CFDA#:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):			
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract the result of a RFP or Bid process?		If yes, RFP and Bid number(s):		Contract Cost Center:	122200 / 127100 / 133100
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	22-32			
Is this agreement excluded from E-Verify?		No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>		
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional.					
<input type="checkbox"/> Contract work is for less than \$100,000.			<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).		
<input type="checkbox"/> Contract work is for less than 120 days.			<input type="checkbox"/> Work related subcontract less than \$25,000.		
<input type="checkbox"/> Interlocal Agreement (between Governments).			<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards 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 :			
\$	454,470	1. Exercising an option contained in a contract previously approved by the council.			
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.			
\$		3. Bid or award is for supplies.			
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance			
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.			
Summary of Scope: This contract provides funding for services to support the federal Sponsor Based Rental Assistance (SBRA) Program and intensive case management.					
Term of Contract:		1 Year		Expiration Date:	12/31/2023
Contract Routing:		1. Prepared by: JT		Date:	08/25/2022
		2. Health Budget Approval: KR/JG		Date:	11/03/2022
		3. Attorney signoff: RB		Date:	11/09/2022
		4. AS Finance reviewed: Bbennett		Date:	11/04/2022
		5. IT reviewed (if IT related):		Date:	
		6. Contractor approved:		Date:	
		7. Executive Contract Review:		Date:	
		8. Council approved (if necessary): AB2022-670		Date:	
		9. Executive signed:		Date:	
		10. Original to Council:		Date:	

CONTRACT FOR SERVICES
Between Whatcom County and Opportunity Council

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

General Conditions, pp. 3 to 13,
 Exhibit A (Scope of Work), pp. 14 to 17,
 Exhibit B (Compensation), p. 18 to 19,
 Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2023, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2023.

The general purpose or objective of this Agreement is to provide leasing specialist and intensive case management services 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 \$454,470. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on:

CONTRACTOR:

Opportunity Council
 1111 Cornwall Avenue
 Bellingham, WA 98225

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

 Greg Winter, Executive Director

 Date

Recommended for Approval:

Date _____

Date _____

Approved:

By: _____

Date _____

Greg_Winter@oppco.org

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that

disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

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

1. Commercial General Liability

Property Damage

\$500,000.00, per occurrence

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

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

2. Business Automobile Liability

\$1,000,000.00	Minimum, per occurrence
\$2,000,000.00	Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in

connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Barbara Johnson-Vinna, Program Specialist
Whatcom County Health Department

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Health Department
Barbara Johnson-Vinna, Program Specialist
509 Girard Street
Bellingham, WA 98225
BJJohnson@co.whatcom.wa.us

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

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such

notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

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

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

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

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses

of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

The Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Sponsor Based Rental Assistance (SBRA) is a federal funded program providing long-term rental assistance to people with disabilities who have experienced homelessness. SBRA requires program participants to reside in housing owned or leased by a sponsor organization and arranged through a contract between the recipient and the sponsor organization. SBRA primarily serves people with serious mental illness, chronic substance use disorders and HIV/AIDS or related diseases; see CoC Program Eligibility at the following link for additional information about the program: <https://www.hudexchange.info/programs/coc/coc-program-eligibility-requirements/>

The program requires that housing assistance be matched with supportive services (e.g., case management, leasing specialist services, housing stability support) funded through other sources. In Whatcom County, the SBRA program is administered by the Bellingham Whatcom County Housing Authorities (BWHCA), through participating sponsors. Sponsors take responsibility for the rental units either through ownership, master leasing of the rental housing unit and/or facility, or by co-signing tenant leases.

This contract funds community leasing support services associated with the provision of housing by sponsor agencies. Sponsor agency support services typically include locating available housing units in the community, acting as leasing specialists and working with tenants and participating landlords to resolve tenancy issues that may arise. Sponsors are also responsible for paying tenant rent in the event of tenant abandonment of the unit and for paying for tenant caused damages that are in excess of normal wear and tear and that exceed the federal SBRA damages coverage.

This contract also supports intensive case management services for up to 42 clients at a time, offering support and connections for treatment for behavioral health needs, and other resources as needed, such as creation and implementation of a housing stability plan and frequent client engagement in services to support success in housing and improved health. In addition, and as needed, leasing specialist activities will be provided to Supportive Housing Program participants (SHP). The SHP is a HUD housing assistance program for people with a history of chronic homelessness and mental health disability. Other partner agencies will continue providing case management for the remainder of those receiving leasing specialist services through this contract.

This contract is part of Whatcom County's ongoing efforts to create a continuum of housing services and supports for low income and chronically homeless individuals and households in a manner that is cost effective and responsive to the needs of the community.

II. Statement of Work

Under this contract, the Contractor will place or maintain at least 42 new and/or continuing SBRA or SHP clients each month in housing units that meet federal program requirements during the calendar year.

A. Leasing specialist activities will include the following:

1. Locate new housing units for SBRA and SHP clients, as needed.
2. Prepare SBRA application and verification documents with prospective clients and submit to BWHCA.

3. Document eligibility and lease agreement for the SBRA program in the client file.
 4. Provide housing services to SBRA clients in order to promote housing retention. Housing services include, but are not limited to:
 - a. Conducting in-home inspections and/or visits with the client in order to identify and address barriers to housing stability.
 - b. Educating clients about rental/lease compliance and tenant responsibilities under Landlord Tenant law.
 - c. Coordinating with case managers and clients about cleaning and maintaining housing units.
 - d. Communicating and resolving conflicts with landlords and other residents.
 - e. Communicating with other service providers in the community.
 5. Assist clients in preparing Section 8 and/or public housing applications.
 6. Comply with BWCHA SBRA sponsorship duties.
 7. Comply with Homeless Management Information System (HMIS) data collection and recording requirements by working directly with the Whatcom Homeless Service Center.
 8. Maintain master lease liability insurance coverage on units utilized by SBRA and SHP clients, as necessary.
 9. Coordinate maintenance work with community landlords.
 10. Coordinate unit turnover work between tenancies.
- B. Intensive case management services will be provided to individuals and households (5 people who receive case management services from other agencies will continue to receive leasing specialist services through this contract) with a history of chronic homelessness residing in scattered site apartment units referred by the Whatcom Homeless Service Center.

Intensive case management activities, in conjunction with community leasing services, will offer but are not limited to:

1. Developing, securing, coordinating, and retaining services and suitable housing. Services include but are not limited to:
2. Monitoring and evaluating household progress.
3. Assuring that household rights are protected.
4. Developing and implementing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.
5. Complying with HMIS data collection and recording requirements by working directly with the Whatcom Homeless Service Center.

III. Program Requirements

- A. For leasing specialist services, individuals and families served must meet the eligibility criteria of the federal SBRA program. Client eligibility is determined by the BWCHA or the Opportunity Council (OC), under HUD guidance. The programs serve those in emergency shelters who have serious mental illness and who have incomes at or below 30% of area median income. Individuals and families served

must be approved for and receive a SBRA voucher from the BWCHA or OC. If families are served through SBRA, HUD has special requirements related to education that must be followed by the BWCHA and OC, and the applicant.

- B. For intensive case management services, individuals and households served shall have incomes at or below 50% Area Median Income (AMI). Income eligibility will be determined by the funding sources used for case management.

IV. Program Outcomes

During this contract period, the housing case management and leasing specialist services provided by the Contractor will deliver the following outcomes:

- A. A minimum of 42 individuals in scattered-site, permanent supportive housing will receive case management services at one time.
- B. A minimum of 80 households in scattered-site, permanent supportive housing units will receive leasing specialist services at one time.
- C. Of the total receiving case management services for 12 months or longer, fewer than 10% will exit to non-permanent housing destinations.
- D. Of the total of individuals who receive master leasing services for 12 months or longer, fewer than 10% will have exits to non-permanent housing destinations.

V. Reporting Requirements

- A. For leasing specialist services:

- 1. Along with monthly invoice documentation, Contractor shall provide the County with a report by the 15th of each month to include:
 - i. A listing of all active SBRA and SHP clients by a unique client identification number
 - ii. Date the client's SBRA lease began.

- B. For intensive case management services:

Current quarterly reporting templates for case management services may be accessed at:

<https://www.whatcomcounty.us/DocumentCenter/View/69108/Case-Management-Contract-Quarterly-Report-Template-Fillable-8-22>. Contractors will be notified via email of updates to quarterly reporting templates.

Quarterly reports are due on April 15th, July 15th, October 15th, and January 15th.

Reports will include:

- A. Total number of unduplicated households that received case management services during the quarter.
- B. Number of unduplicated households that received case management in the following categories: while staying in shelter/interim housing, in rapid re-housing program, in permanent supportive housing or housed with a voucher, prevention, or services only.
- C. Average length of time homeless for households that were housed during the quarter.
- D. Total number of households that exited the facility and the living situation they exited to.

Whatcom County Health Department may update reporting templates or formats during the contract period, and will provide advance notice of new reporting requirements prior to the start of the reporting quarter.

Additionally, the County is required to report HMIS project expenditures to the Washington State Department of Commerce for their annual report submitted to the Washington State Legislature. When requested, the Contractor shall provide the County with the necessary expenditure information in a timely manner.

EXHIBIT "B"
(COMPENSATION)

I. Budget and Source of Funding: The source of funding for this contract, in an amount not to exceed \$454,470, is provided by HB 1590, the behavioral health fund, mental health millage and local document recording fees. The budget for this contract is as follows:

*Cost Description	Documents Required Each Invoice	Budget
Document Recording Fees		
Personnel – Case Managers (salaries + benefits)	Expanded GL report for the period	\$32,196
Supplies & Essential Needs for Clients	GL Detail; invoices or receipts	\$4,000
Occupancy		\$4,690
Training		\$500
Insurance		\$3,750
Mileage	Mileage will be reimbursed at the current GSA rate (www.gsa.gov). Mileage log to include: <ul style="list-style-type: none">• Name of staff member• Date of travel• Starting point and destination• Number of miles traveled	\$1,000
Document Recording Fees Subtotal		\$46,136
Behavioral Health Fund		
Personnel – Case Managers (salaries + benefits)	Expanded GL report for the period	\$133,929
Behavioral Health Fund Subtotal		\$133,929
Mental Health Millage		
Personnel – Case Managers (salaries + benefits)	Expanded GL report for the period	\$35,241
Mental Health Millage Subtotal		\$35,241
1590 Funding		
Personnel - Community Leasing Specialist (salaries + benefits)	Expanded GL report for the period	\$179,520
Personnel - Case Managers (salaries + benefits)		\$12,444
1590 Funding Subtotal		\$191,964
Document Recording Fees Indirect (Personnel Only) @ 12%		\$3,864
Behavioral Health Indirect (Personnel Only) @ 12%		\$16,071
Mental Health Millage Indirect (Personnel Only) @ 12%		\$4,229
1590 Funds Indirect (Personnel Only) @ 12%		\$23,036
Indirect Subtotal		\$47,200
TOTAL		\$454,470

*Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County.

**In no instance shall the indirect or fringe benefit rates exceed the current federally approved rate.

II.Invoicing

1. The Contractor shall submit invoices to (include contract #) HL-BusinessOffice@co.whatcom.wa.us.
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-645

File ID:	AB2022-645	Version:	1	Status:	Agenda Ready
File Created:	11/02/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Lydia Place to provide transitional housing services, in the amount of \$55,752

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Lydia Place – Transitional Housing Operation & Maintenance Contract

DATE: November 2, 2022

Attached is a contract between Whatcom County and Lydia Place for your review and signature.

- **Background and Purpose**

Lydia Place offers transitional housing and comprehensive, in-house programming for low-income mothers and children experiencing homelessness. This contract funds a portion of the costs associated with supporting five families at a time in transitional housing which includes personnel, utilities, repairs, and maintenance costs.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$55,752, is provided by the Washington State Department of Commerce Consolidated Homeless Grant (CHG) through the Washington State Department of Commerce. These funds will be included in the 2023 budget. Council approval is required as funding exceeds \$40,000.

- **Differences between Previous Contracts**

This is a new contract, however funding for these services has been provided through previous contracts for these services since 2019. Differences between the current contract (WC Contract #201811010) and this one, include an increase in funding of \$25,486 to support increased costs for personnel and maintenance and updated reporting requirements.

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



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Barbara Johnson-Vinna	
Contractor's / Agency Name:		Lydia Place	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If No, include WCC: _____	
Already approved? Council Approved Date: _____		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s): _____		CFDA#: _____
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s): _____		202107011
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s): 22-33		Contract Cost Center: 122300
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 55,752		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$ _____			
Total Amended Amount: \$ _____			
Summary of Scope: This contract provides funding for operations and maintenance of transitional housing provided to low-income mothers and children.			
Term of Contract:	1 Year	Expiration Date:	12/31/2023
Contract Routing:	1. Prepared by:	JT	Date: 09/02/2022
	2. Health Budget Approval:	KR/JG	Date: 10/20/2022
	3. Attorney signoff:	RB	Date: 10/18/2022
	4. AS Finance reviewed:	Bbennett	Date: 10/27/2022
	5. IT reviewed (if IT related):		Date: _____
	6. Contractor approved:		Date: _____
	7. Executive Contract Review:		Date: _____
	8. Council approved (if necessary):		Date: _____
	9. Executive signed:		Date: _____
	10. Original to Council:		Date: _____

CONTRACT FOR SERVICES
Between Whatcom County and Lydia Place

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

General Conditions, pp. 3 to 13,
Exhibit A (Scope of Work), pp. 14 to 15,
Exhibit B (Compensation), p. 16,
Exhibit C (Certificate of Insurance), p. 17,
Exhibit D (Special Terms and Conditions of Commerce Grants).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2023 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2023.

The general purpose or objective of this Agreement is to provide funding for operations and maintenance at a transitional housing facility, 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 \$55,752. Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on:

CONTRACTOR:

Lydia Place
PO Box 2847
Bellingham, WA 98228

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.

Emily O'Connor, Executive Director Date

WHATCOM COUNTY:
Recommended for Approval:

Ann Beck, Community Services Manager Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Senior Civil Deputy Prosecutor	Date
--	------

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date _____

CONTRACTOR INFORMATION:

Lydia Place

Ashley Thomasson, Housing Program Director
PO Box 28487
Bellingham, WA 98228
ashleyt@lydiaplace.org

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that

disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

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

1. Commercial General Liability

Property Damage

\$500,000.00, per occurrence

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

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

2. Business Automobile Liability

\$1,000,000.00	Minimum, per occurrence
\$2,000,000.00	Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
 - h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
 - i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
 - j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
 - k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
 - l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
 - m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
 - n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in

connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Barbara Johnson-Vinna, Program Specialist
Whatcom County Health Department

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Health Department
Attn: Barbara Johnson-Vinna, Program Specialist
509 Girard Street
Bellingham, WA 98225
bjjohnso@co.whatcom.wa.us

Lydia Place
Attn: Ashley Thomasson, Housing Program Director
PO Box 28487
Bellingham, WA 98228
ashleyt@lydiaplace.org

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such

notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

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

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

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

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses

of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

I. Background

Lydia Place offers transitional housing and a comprehensive in-house program for women and children experiencing homelessness that have high barriers to obtaining safe and stable housing on their own. This program serves seven to nine unique households annually, with a capacity of serving five households at a time. Referrals are received through the Coordinated Entry System managed by the Whatcom Homeless Service Center. Five units of transitional housing will be available for up to two years, depending on the household's need for support. This contract funds a portion of the costs associated with supporting families in transitional housing which includes personnel, utilities, repairs, and maintenance costs.

II. Statement of Work

- A. The Contractor will use funds from this contract to cover a portion of the costs of the following key staff positions:
 - 1. Property Manager will provide operational support including move-in/move-out preparations/lease signing, oversight to maintain a safe and welcoming community, stocking goods and supplies and monitoring resident responsibilities and identifying/coordinating repairs and maintenance with the Facilities Manager.
 - 2. Facilities and Capital Projects Manager overseeing general maintenance and construction ensuring the property is in good repair, meets all codes and requirements.
 - 3. Facilities Manager and Facilities Maintenance Assistant responsible for conducting inspections, performing regular and emergency facility repairs, and fulfilling maintenance requests.
- B. The Contractor will also use funds from this contract to pay for the following:
 - 1. Utility, internet and telephone costs at Lydia Place.
 - 2. Costs of performing repairs and maintenance by the Facilities Manager to perform ongoing maintenance;
 - 3. Maintenance and repair work contracted externally, including emergency plumbing, electrical services and routine maintenance.
- C. The Contractor will comply with Homeless Management Information System (HMIS) data collection and recording requirement by coordinating with the HMIS Coordinator located at the Whatcom Homeless Service Center (WHSC).
- D. Referrals will come from the WHSC Coordinated Entry program. Upon learning of upcoming openings, Lydia Place will notify the WHSC to ensure the program's capacity is efficiently used.

III. Additional Requirements:

- A. Comply with all State of Washington Department of Commerce Consolidated Homeless Grant (CHG) requirements, policies and procedures in the CHG Guidelines, including periodic updates to the Guidelines which can be accessed at:

<https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhseufez4flxqv1q6b>

The County will provide notification by email when updates to the CHG Guidelines are available.

- B. Comply with relevant Special Conditions of Commerce Grants incorporated herein as Exhibit D.
- C. Comply with state and federal confidentiality laws and regulations.

IV. Program Outcomes

During this contract period, the transitional housing program operated by the Contractor will deliver the following annual outcomes:

- A. Seven (7) to nine (9) unique households will be housed at the facility
- B. Five (5) units will either be in use or available for clients at the facility except for brief periods when units are being prepared for turnaround or awaiting new referrals from Coordinated Entry
- C. The median length of stay for households will be less than 365 days
- D. 100% of clients who stay at the facility will be connected to new support services or training opportunities after their admission into the facility
- E. 90% of clients exiting the facility will do so to a stable housing situation

V. Required Reporting

Current quarterly reporting templates for interim housing programs may be accessed at: <https://www.whatcomcounty.us/DocumentCenter/View/69043/Interim-Housing-Contract-Quarterly-Report-Template-Fillable-8-22>. Contractors will be notified via email of updates to quarterly reporting templates. Quarterly reports are due on April 15th, July 15th, October 15th, and January 15th.

Reports will include:

- A. Number of unique households that stayed at the facility during the reporting quarter.
- B. Number of household units of capacity at the facility.
- C. Utilization of facility expressed as a percent of capacity in which beds or units were in use.
- D. Average and median length of stay for all households that exited the facility during the quarter.
- E. Total number of entries and the former living situation of new households immediately prior to entering facility.
- F. Total number of households that exited the facility and the living situation they exited to.

Whatcom County Health Department may update reporting templates or formats during the contract period, and will provide advance notice of new reporting requirements prior to the start of the reporting quarter.

Additionally, the County is required to report HMIS project expenditures to the Washington State Department of Commerce for their annual report submitted to the Washington State Legislature. When requested, the Contractor shall provide the County with the necessary expenditure information in a timely manner.

EXHIBIT "B"
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$55,752, is provided by the Washington State Department of Commerce Consolidated Homeless Grant. The budget for this contract is as follows:

*Cost Description	Documents Required Each Invoice	Budget
Personnel – wages + benefits	GL Detail; invoices or receipts	\$33,184
Utilities		\$11,000
Repairs and Maintenance		\$6,500
SUBTOTAL		\$50,684
Indirect @ 10%		\$5,068
TOTAL		\$55,752

*The contractor may transfer funds among budget line items in an amount up to 10% of the total budget; however, administration cannot exceed the identified rate. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

II. **Invoicing**

1. The Contractor shall submit invoices to (include contract #) HL-BusinessOffice@co.whatcom.wa.us.
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

“Exhibit D”
(SPECIAL TERMS AND CONDITIONS FOR COMMERCE GRANTS)

The funds allocated for services performed under this contract are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. COMMERCE and the State of Washington are not liable for claims or damages arising from the Contractor's performance of this subgrant.

1. ACCESS TO DATA

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

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

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

3. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. “Confidential Information” as used in this section includes:

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

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

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

4. CONFLICT OF INTEREST

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

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

5. COPYRIGHT

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

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

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

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

6. INDEMNIFICATION

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

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

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

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

7. LAWS

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

8. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

9. POLITICAL ACTIVITIES

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

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

10. PUBLICITY

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

11. RECORDS MAINTENANCE

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

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

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

12. REGISTRATION WITH DEPARTMENT OF REVENUE

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

13. RIGHT OF INSPECTION

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-647

File ID:	AB2022-647	Version:	1	Status:	Agenda Ready
File Created:	11/02/2022	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:	11/22/2022	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 Everson 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:
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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 *[Signature]*
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 Everson.

▪ **Background and Purpose**

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

▪ **Funding Amount and Source**

The amount will vary and will come from the City of Everson'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.
201806004-3

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 Everson
Is this a New Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201806004	
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 Everson.	
Term of Contract: 1 year, 6 months	Expiration Date: 12/31/23

Contract Routing:	1. Prepared by: LR	Date: 08/22/22
	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 EVERSON

AMENDMENT #3

THIS AMENDMENT is to the Contract between Whatcom County and the City of Everson, dated June 20, 2018 and designated "Whatcom County Contract No. 201806004". 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.

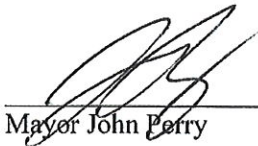
IN WITNESS WHEREOF, Whatcom County and the City of Everson have executed this Amendment on the date and year below written.

DATED this 25 day of October, 20 22.

CONTRACTOR:

The City of Everson
PO Box 315
Everson, WA 98247
mayor@ci.everson.wa.us

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 John Perry

WHATCOM COUNTY:

Recommended for Approval:

WJ

Bill Elfo, Sheriff

11/2/22
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: AB2022-648

File ID:	AB2022-648	Version:	1	Status:	Agenda Ready
File Created:	11/03/2022	Entered by:	FBurkhar@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department for State Individual Assistance Grant Funds for November 2021 Flood housing assistance, in the amount of \$2,050,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Staff Memo

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Contract

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



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

MEMO

To: Satpal Singh Sidhu, Whatcom County Executive

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

Subject: Nov-2021 Flood – State Individual Assistance Grant D23-012
Housing Assistance / Household Appliance and Home Repair

Date: November 1, 2022

Enclosed is Contract D23-012 between Whatcom County and the Washington State Military Department for funding from the Washington State Individual Assistance Grant Program for your review and signature.

- Background and Purpose

Washington State, through its Military Department, is providing up to \$2,050,000 to Whatcom County through the State Individual Assistance Grant Program to aid in the recovery of low-income and disabled individuals/households affected by the November 2021 flood event.

Eligible costs from this grant include:

- Housing Assistance
- Household Appliance and Home Repair

Whatcom County Individual Assistance program has an active case load of approximately 450 individuals and households still in need of such assistance.

Whatcom County Sheriff's Office Division of Emergency Management will administer the grant. The funds will be passed through to the Whatcom Long Term Recovery Group who will distribute the funds per contract requirements.

Period of Performance: Upon Execution (November 2022) through June 30, 2023.

- Funding Amount and Source

\$2,050,000 from the State of Washington, MIL Contract D23-012; Senate Bill 5693 Sec 143(15).

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

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	35 - Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	3580 - Emergency Management / 358000 - Em Mgmt
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Washington State Military Department
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): D23-012 CFDA#: N/A - State Grant	
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: 1673521013	
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 checked="" type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 2,050,000.00 This Amendment Amount: \$ 0 Total Amended Amount: \$ 2,050,000.00	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: To provide funding through Washington State Individual Assistance Grant Programs (Housing Assistance, Household Appliance and Home Repair) to aid in the recovery of individuals/ households affected by the November 2021 flood event.	
Term of Contract:	Expiration Date:06/30/2023

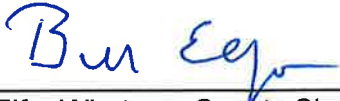
Contract Routing:	1. Prepared by: F Burkhart	Date: 11/01/2022
	2. Attorney signoff: B Waldron (via email)	Date: 10/24/2022
	3. AS Finance reviewed: B Bennett (via email)	Date: 11/01/2022
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary): AB2022-648	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**WASHINGTON STATE MILITARY DEPARTMENT
STATE INDIVIDUAL ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. Grantee Name and Address: Whatcom County 311 Grand County Bellingham, WA 98225		2. Total Grant Amount: \$2,050,000.00		3. Grant Agreement Number: D23-012	
4. Grantee Contact, phone/email John Gargett jgargett@co.whatcom.wa.us , 360-778-7160		5. WMD Representative, phone/email: Eva Escape eva.escape@mil.wa.gov , 253-844-9418			
6. Program Index & OBJ/SUB-OBJ 732IA-NZ		7. Disaster Event WA Flooding and Mudslides (DR-4635)		8. Eligibility Period of Costs Incurred 07/01/2022-06/30/2023	
9. Agreement Start Date Upon Execution	10. Agreement End Date 06/30/2023	11. TIN or SSN 91-6001383		12. UBI # (state revenue) 371-010-246	
13. Funding Source Authority: Washington State Military Department and State Individual Assistance Funds					
14. Funding Source Agreement # Senate Bill 5693 Sec. 143 (15)		15. Service Districts: (BY LEGISLATIVE DIST): 40, 42 (BY CONGRESSIONAL DIST): 2		16. Service Area by County(ies): Whatcom County	
17. Grant Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other				18. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency (RCW 39.34)	
19. Grant Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> GRANTEE <input type="checkbox"/> OTHER			20. Grant Selection Process: <input checked="" type="checkbox"/> "To all that apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E/RCW <input type="checkbox"/> N/A		
21. PURPOSE/DESCRIPTION The objective of the State Individual Assistance Grant Funds per Engrossed Substitute Senate Bill 5693 Sec. 143 (15) is provided solely for the department to make grants for individual assistance to those impacted by extreme weather events and natural disasters in fiscal year 2022 and fiscal year 2023.					
IN WITNESS WHEREOF, the Washington Military Department (WMD) Emergency Management Division (EMD) and Grantee acknowledge and accept terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Statement of Work (Attachment C); Budget (Attachment D); Timeline (Attachment E); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable federal and state statutes and regulations 2. Program documents 3. Statement of Work, Budget, Timeline, 4. General Terms and Conditions, and Special Terms and Conditions 5. Other provisions of the Agreement incorporated by reference. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto.					
WHEREAS, the parties have executed this Agreement on the day and year last specified below:					
FOR GRANTEE: (See Attached Page 1a) Satpal Sidhu, Whatcom County Executive Date Agency			FOR THE DEPARTMENT: Regan Anne Hesse, Chief Financial Officer Date Washington Military Department		
			APPROVED AS TO FORM Dierk Meierbachtol, Assistant Attorney General October 6, 2022		

WHATCOM COUNTY:

Recommended for Approval:



Bill Elfo, Whatcom County Sheriff

Approved as to Form:

Brandon Waldron (via email) 10/24/2022

Senior Deputy Prosecuting Attorney

Approved:

Satpal Singh Sidhu, County Executive

STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

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

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

SPECIAL TERMS AND CONDITIONS**I. INTRODUCTION**

The Washington Military Department (WMD) herein known as “the DEPARTMENT”, through the Emergency Management Division, coordinates and facilitates the implementation of State Individual Assistance Grant Programs. The DEPARTMENT is authorized to enter into agreements with political subdivisions to reimburse GRANTEE for eligible expenses allowed under the State Individual Assistance (IA) Program funds.

II. KEY PERSONNEL

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

GRANTEE		DEPARTMENT	
Name:	John Gargett	Name:	Eva Escape
Title:	Deputy Director	Title:	Human Services Grants Coordinator
Email:	jgargett@co.whatcom.wa.us	Email:	eva.escape@mil.wa.gov
Phone:	360-778-7160	Phone:	253-844-9418

III. ADMINISTRATIVE REQUIREMENTS

- A. The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).
- B. GRANTEE CONTRACTORS. If the GRANTEE uses State Individual Assistance Grant funds to acquire goods and services from a non-government entity performing services as a Contractor under this Agreement, the GRANTEE must make a case-by-case determination whether each contract it makes for the disbursement of State Individual Assistance Grant funds received under this Agreement casts the party receiving the funds in the role of contractor in accordance with the Washington State Office of Financial Management state grant audit and monitoring guidelines.
- C. A Contractor performing services under this Agreement must comply with all federal and state laws and regulations applicable to the State Individual Assistance Grant, WMD policies, and this Agreement.
- D. The GRANTEE shall require its Contractor(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by the Department applicable to the State Individual Assistance Grant including, but not limited to, all criteria, restrictions, and requirements of the Engrossed Substitute Senate Bill 5693 Sec. 143 (15) (2022), and the federal and state regulations commonly applicable to state grants.
- E. GRANTEE and its Contractor shall be responsible for ensuring that all State Individual Assistance Grant funds are used in accordance with applicable state statutes and regulations, and the terms and conditions of this Agreement.
- F. If a grant audit or monitoring performed by the DEPARTMENT under this Agreement results in any findings, GRANTEE shall submit a “Corrective Action Plan” in response to the grant audit or monitoring results no later than 10 business days after receiving the DEPARTMENT’s report.

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY LEGISLATURE

Priorities for expenditure of State Individual Assistance Grant funds have been established by both the state legislature and the DEPARTMENT:

- A. Engrossed Substitute Senate Bill 5693 Sec. 143 (15) provides that funds should be "provided solely for the department to make grants for individual assistance to those impacted by extreme weather events and natural disasters in fiscal year 2022 and fiscal year 2023".
- B. The DEPARTMENT has general authority to enter into agreements with political subdivisions per RCW 38.52.030 (9) "The director, subject to the direction and control of the governor, shall prepare and administer a state program for emergency assistance to individuals within the state who are victims of a natural, technological, or human-caused disaster, as defined by RCW 38.52.010 (13). Such program may be integrated into and coordinated with disaster assistance plans and programs of the federal government which provide to the state, or through the state to any political subdivision thereof, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of assistance to individuals affected by a disaster".

V. INELIGIBLE COSTS

Costs not identified as Eligible or Approved Conditionally Eligible Cost under this Agreement are considered ineligible for reimbursement, in addition to the following:

- A. *Bad Debts* - any losses arising from uncollectible accounts and other claims and related costs.
- B. *Contributions to a contingency reserve* - any funds set aside by the Grantee to reimburse unanticipated expenses. Such reserves are not eligible for reimbursement.
- C. *Depreciation* - of facilities or equipment.
- D. *Entertainment* - amusements, social activities, and any related incidental costs, including meals, beverages, lodging, rentals, transportation, and gratuities.
- E. *Fines and penalties* - costs resulting from violations of, or failure to comply with, federal, state, or local laws.
- F. *General expenses, beyond the statement of work, required to carry out overall government responsibilities* - including the salaries and expenses of the chief executive and their staff. Governments include state, local, and federally recognized Indian tribal governments. This restriction does not include the portion of salaries and expenses by the chief executive and staff that are directly attributable to managing and administering State Individual Assistance Programs.
- G. *Illegal costs* - costs incurred as a result of procurement practices not in compliance with state or federal procurement laws may be ineligible and not reimbursed at the sole discretion of the Department.
- H. *Interest and other financial costs* - interest on debt, bond discounts, cost of financing and refinancing operations, and legal and professional fees are ineligible, except when authorized by state law.
- I. *Late / past due fees* - incurred by failing to pay vendor invoices, permit fees, or to return items in a timely manner.

- J. *Legal expenses* - related to claims against the Department, and legal services furnished by the chief legal officer of the state, local, or Native American tribal government (or his/her staff) solely for the purpose of discharging his/her general responsibilities as legal officer.
- K. *Legislative expenses* - salaries and other expenses of members of the state Legislature or similar local governmental bodies (e.g., county boards), if incurred in the members' official capacity.
- L. *Lobbying* - expenses related to lobbying activities.
- M. *Personal injury compensation* - or damages arising from administering State Individual Assistance Programs, whether determined by adjudication, arbitration, negotiation, or otherwise.

VI. BUDGET, REIMBURSEMENT, AND TIMELINE

- A. Within the total Grant Agreement Amount, travel, contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- B. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- C. If the Grantee chooses to include indirect costs within the Budget (Attachment D), additional documentation is required based on the applicable situation and must be approved by the State Coordinating Officer (SCO).
- D. If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Grantee is required to provide copies of receipts to the DEPARTMENT for any travel related expenses other than meals and mileage that are authorized under this Agreement.
- E. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the DEPARTMENT) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to the DEPARTMENT Key Personnel identified in Section II of this Agreement, no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Grantee and the DEPARTMENT.

- F. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Grantee consistent with record retention requirements of this Agreement and be made available upon request by the DEPARTMENT, federal, state, and local auditors.
- G. The Grantee must request prior written approval from State Coordinating Officer to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursements, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension

of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for the DEPARTMENT review and consideration and may be granted or denied within the DEPARTMENT's sole discretion.

- H. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within sixty (60) days after the Grant Agreement Performance Period End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the DEPARTMENT to the GRANTEE to provide additional time for completion of the Grantee's State Individual Assistance Program(s).
- I. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Grantee, its contractor, or any non-government entity to which the Grantee makes an award and is invoiced by the vendor.
- J. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement, including, but not limited to, those reports in the Timeline (Attachment E), will prohibit the Grantee from being reimbursed until such reports are submitted and the DEPARTMENT has had reasonable time to conduct its review.
- K. Final reimbursement requests will not be approved for payment until the Grantee is current with all reporting requirements contained in this Agreement.
- L. Any deviations from the approved, direct budget categories will require State Coordinating Officer approvals and a written amendment.
- M. Grantee shall only use State Individual Assistance Grant funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-state funds that have been budgeted for the same purpose. The Grantee may be required to demonstrate and document that the reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.

VII. PERFORMANCE PERIOD AND PAYMENT

Payment by the DEPARTMENT to the GRANTEE shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT within the set Eligibility Period of Costs Incurred in this Agreement. Work started prior to and/or not completed by the Eligibility Period of Costs Incurred, will be considered outside the Performance Period and therefore not eligible for reimbursement. The GRANTEE shall not request payment in anticipation of expenditures not yet incurred.

VIII. THE GRANTEE AGREES TO:

- A. Use of Funding: The GRANTEE warrants that the funds provided by the DEPARTMENT as described in the Budget (Attachment D) shall be used by the GRANTEE solely for reimbursement of those approved incurred eligible expenses as described in Engrossed Substitute Senate Bill 5693 Sec. 143 (15) and the Statement of Work (Attachment C) incorporated herein to fund state disaster individual assistance needs. Reimbursement shall be made consistent with the DEPARTMENT policies for approved expenses described in Attachment C during the Eligibility Period of Costs Incurred.
- B. Duplication of Benefits: The GRANTEE shall establish clear sequence of delivery to prevent any duplication of benefits of federal, state, private insurance, or non-profit for disaster individual assistance to maximize available resources and coordinate efforts to help disaster survivors navigate the recovery process.

- C. Reimbursement Requests and Reporting Requirements: At least quarterly, but not more often than monthly, the GRANTEE shall submit invoice vouchers (Form A-19) to the DEPARTMENT Representative identified in this Agreement to request reimbursement for expenses. The GRANTEE agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this Agreement, the GRANTEE shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Grant Reports</u>	<u># Copies</u>	<u>Completion Date</u>
Monthly Grant Report	1	End of the Month
Local Travel Policy/Procedures (if any)	1	30 days after signatures on this Agreement and then annually.
Final Reimbursement Request	1	July 31, 2023

All funds cannot be used prior to the Agreement Performance Period Start Date, and must be delivered, completed, and accepted by the Agreement Performance Period End Date. The GRANTEE may submit the final Grant Report by August 31, 2023, as described above. Final billing not received by July 31, 2023, will not be processed, unless an extension is submitted by the GRANTEE and approved by the State Coordinating Officer.

- D. Reallocation of Funds: The GRANTEE is allowed to request reallocation of funds as needed and submit it to the DEPARTMENT Key Personnel. Budget categories are as specified or defined on the budget sheet of the Agreement (Attachment D). Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
- E. Compliance with Law: The GRANTEE will comply with all applicable state and federal laws.

IX. THE MILITARY DEPARTMENT AGREES TO:

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (Form A-19), and upon satisfactory completion of tasks and documentation of costs, as required under this Agreement, the DEPARTMENT will reimburse the GRANTEE up to the maximum allowable grant amount, or actual cost, whichever is lower as authorized by this Agreement.
- B. If a question arises about the requested reimbursement, the GRANTEE will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

As used throughout this Agreement the following terms shall have the meanings set forth below:

- A. "DEPARTMENT" shall mean the Washington State Military DEPARTMENT (WMD).
- B. "GRANTEE" shall mean the named county, city, tribe, or other political subdivisions performing State Individual Assistance activities under this Agreement. It shall include any contractor retained by the GRANTEE as permitted under the terms of this Agreement.
- C. "Contractor" shall mean one, not in the employment of the GRANTEE, who is performing all or part of those services under this Agreement under a separate contract with the GRANTEE.
- D. "State Coordinator Officer (SCO)" is a Governor-appointed individual responsible for providing operational oversight and direction of the disaster response and/or recovery operations.
- E. "WAC" is defined and used herein to mean the Washington Administrative Code.
- F. "RCW" is defined and used herein to mean the Revised Code of Washington.

2) ACCESS TO PUBLIC RECORDS

- A. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- B. The GRANTEE shall provide access to data generated under this Agreement to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and methodology for those models.
- C. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Agreement. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.

3) ADVANCE PAYMENTS PROHIBITED

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

4) AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35.

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

5) ATTORNEY'S FEES

Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Agreement or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

6) COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND DEPARTMENT POLICIES

The GRANTEE shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law, regulation, executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

7) AGREEMENT MODIFICATIONS

The Parties may, from time to time, request changes to the AGREEMENT. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the GRANTEE is allowed to reallocate funds as needed and approved by the State Coordinating Officer.

8) GRANTEE'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT

The GRANTEE and/or employees, contractors, or agents performing under this Agreement, are not employees or agents of the DEPARTMENT in any manner whatsoever. The GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the GRANTEE make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the GRANTEE is another state agency, the officers and employees are employed by the State of Washington in their own right.

9) DISCLOSURE

The use or disclosure by any Party of any information concerning the DEPARTMENT, or its State Individual Assistance Grant funds and Programs, for any purpose not directly connected with the administration of the DEPARTMENT's or the GRANTEE's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act, or court order.

10) DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the GRANTEE, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.

11) GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County. The GRANTEE, by execution of this Agreement, acknowledges the jurisdiction of the courts of Washington in this matter.

12) HOLD HARMLESS

The GRANTEE agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the GRANTEE's performance or activities hereunder, including the performance of any contractor(s).

13) INSURANCE, INDUSTRIAL COVERAGE

Prior to performing work under this Agreement, the GRANTEE shall provide industrial insurance coverage for the GRANTEE's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the GRANTEE, which may arise during the performance of services under this Agreement. Before the start of any work required by this Agreement, the GRANTEE shall deliver to the DEPARTMENT certificates of insurance reflecting that the GRANTEE has obtained all the insurance coverage required by this section.

14) INSURANCE, GENERAL COVERAGE

The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. GRANTEE hereby notifies the DEPARTMENT that as a Local Government of the State of Washington and in accordance with Washington law, GRANTEE has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, GRANTEE will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.

15) LIABILITY

To the extent permitted by applicable law, each party to this Agreement shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

16) LIMITATION OF AUTHORITY

Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the authorized person.

17) LOSS OF FUNDING

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of the Agreement, the DEPARTMENT may suspend or terminate, or renegotiate the Agreement, without cause under the "Termination" clause and without the thirty (30) day notice requirement.

18) NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, nor the work to be provided under this Agreement, and any claim arising thereunder, shall be assigned or delegated by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

19) NONDISCRIMINATION

During the performance of this Agreement, the GRANTEE shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- A. Nondiscrimination in Employment: The GRANTEE shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.
- B. The GRANTEE shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.

20) RECAPTURE PROVISION

In the event the GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Agreement of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees, from the GRANTEE.

21) RECORDS, MONITORING, AND AUDIT ACCESS

- A. The GRANTEE shall perform under the terms of the Agreement and the DEPARTMENT may conduct reasonable and necessary monitoring of the GRANTEE's performance.
- B. To permit such monitoring, the GRANTEE shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- C. The GRANTEE will retain all books, records, documents, and other materials relevant to this Agreement for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
- D. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the GRANTEE's records with respect to all matters covered in this Agreement. Such rights last for six (6) years from the date final payment is made hereunder.
- E. The GRANTEE shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Agreement.

22) 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.

23) CONTRACTING

The GRANTEE shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Agreement. All contracting and sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

24) TERMINATION

- A. If, through any cause, the GRANTEE or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the GRANTEE or its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the GRANTEE describing such default or violation.
- B. Notwithstanding any provisions of this Agreement, either party may terminate this Agreement without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Agreement is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, and prohibit the GRANTEE from incurring additional obligations of funds.
- C. Reimbursement for eligible expenses incurred by the GRANTEE prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.
- D. The DEPARTMENT may unilaterally terminate or suspend all or part of this Agreement without cause, or may reduce its statement of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

25) TRAVEL AND SUBSISTENCE REIMBURSEMENT

If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The GRANTEE is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Agreement.

26) TREATMENT OF ASSETS

Upon successful completion of the terms of this Agreement, all assets, including equipment, purchased through this Agreement will be owned by the GRANTEE unless otherwise specified by the funding source. The GRANTEE shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

27) WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Agreement.

**STATEMENT OF WORK
STATE INDIVIDUAL ASSISTANCE GRANT – FISCAL YEAR 2022-2023**

PURPOSE

Pursuant to GRANTEE's request WA-2021111911971, GRANTEE shall use the awarded State Individual Assistance Grant funds in this Agreement to administer the following State Individual Assistance Grant Program(s) to aid in the recovery of individuals and/or household affected by the atmospheric river weather event beginning November 5, 2021 through December 2, 2021 (DR-4635):

- **Housing Assistance**
- **State Household Appliance and Home Repair**

ELIGIBLE COSTS

Housing Assistance

- Long-Term Housing Assistance
 - Rental Assistance (First and Last month's rent, security deposit, and rental application fees)
 - Moving or Relocation Assistance
- Alternative Housing
 - Alternative Housing Units for displaced individuals/households (e.g., modular homes, trailers, RVs)
 - Building materials, constructions costs, and services required to build Alternative Housing Units
 - Land lease for Alternative Housing Units

State Household Appliance and Home Repair

- Household Appliances (Attachment F)
- Home Repairs (Attachment F)

GRANT RECIPIENT ELIGIBILITY CRITERIA

For State Individual Assistance Grants funds awarded directly to recipients, GRANTEE must use the following recipient eligibility criteria to award grants to eligible individuals and/or households. GRANTEE must verify and collect documentation for proof of eligibility. Refer to Attachment F for Acceptable Recipient Documentation.

General Eligibility Determination

To be eligible, an individual or family must meet **ALL** of the following:

1. Is a resident of GRANTEE's jurisdiction.
2. Has suffered damage to their home or was displaced from a rental unit used as their primary residence due to the qualifying disaster identified in this Agreement.
3. Has not received, or has received inadequate, disaster individual assistance from federal, state, private insurance, or non-profit to cover the cost of individual or household disaster recovery.

AND

4. An individual or family must meet **ONE** of the following criteria:
 - a. Is disabled;
 - b. Has a household income equal to or less than 80 percent of the area median family income based on the number of persons in the family. GRANTEE shall use the Low (80 percent) Income Limits from the U.S. Department of Housing and Urban Development's FY 2022 Income Limits Documentation System for the Bellingham, WA Metropolitan Statistical Area (MSA): https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_IncomeLmts_State_WA_2022.pdf;
 - c. The individual's or family's home qualified for the property tax exemption program in RCW 84.36.379 through 84.36.389; or
 - d. The home qualified for the property tax deferral program in chapter 84.38 RCW.

RECIPIENT MAXIMUM GRANT AMOUNT

For State Individual Assistance Grants awarded direct assistance to Recipients, GRANTEE shall ensure that the overall total grant award for each recipient does not exceed the maximum grant amount per household size for the following grant programs and/or eligible costs.

STATE IA PROGRAMS		MAXIMUM ALLOWABLE GRANT
Housing Assistance	Rental Assistance (First/Last Month's Rent, Security Deposit)	No Maximum Amount
	Alternative Housing (modular homes, trailers, RVs)	No Maximum Amount
	Moving and Relocation Assistance	No Maximum Amount
State Household Appliance and Home Repair Program (SHARP)	Household Appliances Replacement	\$6,400.00 per household
	Home Repairs	\$37,900.00 per household

CONDITIONALLY ELIGIBLE COSTS

Conditionally eligible costs are items not listed as eligible in the Statement of Work but may be considered as an eligible expense under an approved State Individual Assistance Program(s) under this Agreement and meets the purpose set by Engrossed Substitute Senate Bill 5693 Sec. 143 (15). Conditionally eligible costs require prior written approval by the State Coordinating Officer prior to incurring the costs.

Requests for conditionally eligible costs must be submitted through a formal letter by the GRANTEE and will be approved or denied in writing. Costs incurred without State Coordinating Officer approval will NOT be eligible for reimbursement.

DELIVERABLES

See Attachment E – Timeline for deliverables and deadlines.

BUDGET

Grant Agreement Number: **D23-012**
Grantee Name: **Whatcom County**
Performance Period: **Date of Execution – 6/30/2023**
Eligibility Period of Costs Incurred: **7/1/2021-6/30/2023**
Grant Amount: **\$2,050,000.00**

Cost Categories	Amount
Housing Assistance Program	\$550,000.00
State Household Appliances and Home Repair Program	\$1,500,000.00

GRANT TIMELINE

ITEM	DEADLINE/TIMELINE
Grant Kick-Off Meeting	Within 5 business days after Grant Agreement Start Date
Monthly Grant Report	End of the month for prior month's report.
A19-1A Reimbursement (Invoices)	No more than once a month during the Grant Performance Period
Grant Monitoring Review or Site Visit	At least once during the Agreement performance period, no earlier than 3 months after Grant Agreement Start Date.
Corrective Action Plan - Grant Audit or Monitoring Report Response	No later than 10 business days after receiving the official report
Budget Meetings	Every 1 month during the Grant Agreement Performance Period
Local Travel Policy/Procedures (if any)	30 days after signatures on this Agreement and then annually.
Grant Pre-Closeout Meeting	45 calendar days prior to Grant Agreement Performance Period End Date
Final A19-1A Reimbursement (Invoices)	July 31, 2023
Grant Closeout Meeting	Within 15 calendar days after Grant Agreement Performance Period End Date

ATTACHMENT F: State Household Appliances and Home Repair

State Household Appliances and Home Repair

Eligible Costs

Household Appliances

Household appliances eligible under this Agreement include those related to cooking, cleaning, or food preservation. Below are eligible costs for major and small appliances:

- **Major Appliances**

Cooking Range Hood
Dishwasher
Dryer
Freezer (Chest)
Freezer (Stand-up)
Microwave (Countertop)
Microwave over the Range
Mini-Refrigerator
Refrigerator
Stove with Range
Washer

Some major appliances may need to be installed by a professional and is considered an eligible cost under household appliances.

- **Small Appliances**

Air Purifier	Slow Cooker
Blender	Stand Mixer
Broom & Dustpan	Toaster
Coffee Maker	Toaster Oven
Food Dehydrator	Vacuum
Food Processor	Waffle Iron
Hand Mixer	Electric Kettle
Hot Plate	Food Vacuum Sealer
Iron	Non-Electric Roasting Pan
Iron Board	Electric Knife Set
Mop	Electric Griddle
Pressure Cooker (e.g., Instant Pot)	Electric Can Opener
Rice Cooker	

If a recipient has a need for an appliance not included in this list, GRANTEE **must obtain preapproval from the DEPARTMENT Key Personnel prior to purchasing and include justification.** The appliance must be used for cooking, cleaning, or food preservation.

Home Repair

Eligible Home Repairs under this Agreement covers a wide-range of services including the costs associated with restoration and clean-up, materials to address structural or aesthetic repairs, electrical system repairs, septic or other utility repairs, installation of materials, delivery of materials, or assessment of the home by a licensed contractor that is not a member of the applicant's household as a result of the qualifying disaster's damages to a primary home. Home Repair Assistance is intended to make the damaged home safe, sanitary, or functional. It is not intended to return the home to its pre-disaster condition.

Specific eligible home repair costs for the purposes of this Agreement are listed below:

- Essential improvements to ensure occupant health and safety and building durability, which may include:
 - Rot removal and replacement
 - Foundation or structural improvements
 - Crawlspace excavation
 - Debris removal on private property
- Lead-based paint and asbestos testing, hazard remediation, removal or abatement, which may include:
 - Lead-based paint abatement and remediation (e.g., window and door replacement, strike and friction repair or replacement)
 - Vermiculite and asbestos abatement
- Improvements for handicapped persons per state and federal requirements.
 - Access Ramp
 - Grab bars
- Repair or replacement of major housing systems (structural; electrical, plumbing; heating, ventilating and air conditioning; roof) and infrastructure (septic, sewer, water, foundation), which may include:
 - Roofing Tear off and Roof replacement (including sheathing replacement)
 - Repair or replace damaged exterior and interior walls
 - Windows, doors, floors, walls, ceilings, and cabinetry
 - Electrical repairs and replacement (panels, knob and tube wiring, aluminum wiring, insufficient electrical service)
 - Repair or replace septic or sewage systems
 - HVAC work (new heating system, combustion safety issues and duct systems)
 - Repair or replacement of utility connections including gas and water.
- Home Safety and Privacy
 - Fencing & Gate repairs
 - Garage repair or replacement
- Access and Egress
 - Privately-owned roads, privately-owned bridges, and privately-owned docks
- Radon mitigation, based on test results
- Pest removal and prevention
- Applicable state and local taxes on purchased items or services.

ATTACHMENT G: Required Recipient Documentation

GRANTEE shall use list of Required Recipient Documentation for the following. Collected documentation from Recipients must have all personally identifiable information, such as social security numbers, account number, etc., redacted except for the Recipient name and address. Any information provided by the Recipient and supporting documentation is considered a public record and is subject to disclosure under the Washington Public Records Act, 45.56 RCW.

Damage Verification

The Recipients primary residence must be verified by GRANTEE to have been damaged or destroyed by the qualifying disaster event on this Agreement. The County Assessor's Office can also verify the loss or damage to the home. For the purpose of this Agreement, primary residence refers to the home where the recipient normally lives during the major portion of the calendar year.

Proof of damage to home or displacement from a rental unit used as the primary residence includes one of the following:

- Receipt of insurance settlement for damage/loss due to the qualifying disaster.
- Destroyed property form application processed and approved by the County Assessor's Office demonstrating a reduction in taxes due to property loss. The County Assessor's Office will provide verification of property loss in the eligible counties to the Washington Emergency Management Division.
- Attestation from GRANTEE or Contractor confirming damage to primary home or displacement from rental unit used as primary residence due to the qualifying disaster.
- Taxpayers claim for Reduction of Assessments Resulting from Destroyed Real or Personal Property or Loss of Value in a Declared Disaster Area (available at local county assessor's office.)
<https://dor.wa.gov/sites/default/files/legacy/Docs/forms/PropTx/Forms/64-0003.pdf>
- Attestation from landlord of damage to rental unit or of tenant's displacement from rental unit due to qualifying disaster event.

Duplication of Benefits Verification

GRANTEE shall verify Recipient has not received, or has received inadequate, disaster individual assistance from federal, state, local, private insurance, or non-profit to cover the cost of individual or household disaster recovery.

Proof of lack of individual assistance or inadequate individual assistance includes one of the following:

- Proof of insurance denial from insurance company
- Insurance policy stating appliance replacements are not covered
- Insurance settlement demonstrating the amount is still inadequate to cover the cost of remaining household appliance replacements.
- Federal Emergency Management Agency (FEMA) assistance provided, if applicable does not cover remaining unmet needs
- U.S. Small Business Administration (SBA) loan amount, if applicable, does not cover remaining unmet needs

Identity Verification

GRANTEE shall collect one proof of identity to mitigate instances of fraud from occurring. Proof of identity will also ensure the correct name is used to disburse checks to approved eligible Recipients, if applicable. Proof of identity must include one of the following (must show name, date of birth, and photograph):

- State identification card
- Driver license
- US passport or passport card
- US military card (front and back)

- Military dependent's ID card (front and back)
- Permanent Resident Card
- Certificate of Citizenship
- Certificate of Naturalization
- Employment Authorization Document
- Foreign passport

Proof of Residency

Recipient proof of residency includes one of the following documents demonstrating recipient physical, primary residency jurisdiction where the qualifying disaster occurred.

(*Note: If a recipient is having difficulty with finding a document for proof of residency, a Disaster Case Manager (DCM) or GRANTEE Authorized Personnel can attest and declare that the recipient's primary residency is/was within the jurisdiction during the qualifying disaster event. This can be annotated in documents provided by the recipient and the DCM/Authorized Personnel if aspects of the document are missing such as the address of the property, the date of the document, the name of the recipient etc. If using this method for proof of residency, the DCM must also sign and date the document to attest that the information has been verified. An example of this is a written agreement between a landlord or property owner and someone who is renting or otherwise living on the property and does not have an official lease agreement to show.)

- Any utility bill from state fiscal year 2022
- Washington State issued driver's license, identification card, or permit
- Washington vehicle registration or title
- Cell phone bill or internet bill
- Home utility or service document (bill, statement, hook-up order, etc.) for Washington address (gas, electric, water, garbage, sewer, landline phone, TV, internet)
- Bank or credit card document (statement, card mailer, etc.)
- Washington State voter card
- Washington school transcript
- DSHS benefits letter (medical, food, etc.)
- Proof of home ownership (mortgage documents, property tax documents, deed, title, etc.)
- Rent receipts or lease agreement
- Selective Service Card
- Concealed weapons permit from a Washington county (license to carry concealed pistol)
- Homeowner's or renter's insurance policy or other insurance statement
- Washington professional license (nursing, physician, engineer, pilot, etc.)
- Internal Revenue Service 2021 W-2 form from an employer, form 1099 or paystub from employer
- US military document
- Certified Washington marriage certificate

Proof of Income

Recipient must also meet one of the following and provide proof of income:

1. Is disabled. - For the purposes of this grant, "Disabled" is defined by RCW 84.36 and 42 U.S.C. Sec. 423(d)(1)(A) - (1) as follows:

The term "disability" means— (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

- Proof includes one of the following:

- Written acknowledgement by Social Security or Veterans Administration.
 - Proof of Disability Affidavit or attestation from medical provider on facility letterhead.
 - Award letter or other verification notice from a federal or state agency demonstrating recipient is approved for a disability benefits program or other assistance program as a result of a disability.
 - (*Note: An individual only needs to provide proof they are *currently* disabled, not necessarily that they were disabled before or at the time of the incident. Any missing information can be verified and validated by the DCM who can sign, date, and attest to the provided proof.)
2. Has a household income equal to or less than 80 percent of the area median family income based on the number of persons in the family. GRANTEE shall use the Low (80 percent) Income Limits from the U.S. Department of Housing and Urban Development's (HUD) FY 2022 Income Limits Documentation System for the Bellingham, WA Metropolitan Statistical Area (MSA): https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_IncomeLmts_State_WA_2022.pdf;
- For the purposes of this grant, "Income" is defined by the Bureau of the Census, and includes wage or salary income, self-employment income, interest, dividend, rental income, social security or other public assistance income, retirement, and disability income, etc.
 - For the purposes of this grant, "Family" is defined by HUD, and includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, the following:
 1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or,
 2. A group of persons residing together, and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - b. An elderly family;
 - c. A near-elderly family;
 - d. A disabled family;
 - e. A displaced family; and,
 - f. The remaining member of a tenant family.
 - Proof includes one of the following:
 - i. Proof includes the recipient's most recent copy or copies of one of the following which must include a date and the recipient's name. If any of the information is unclear or missing (such as no date), DCM or GRANTEE Authorized Personnel can sign and date on the document to attest to the accuracy of the document.:
 - ii. Pay stubs covering the last 60 days of income (or three months of bank statements demonstrating deposit amounts and blacking out the account number)
 - iii. Social Security letter
 - iv. Unemployment benefits letter
 - v. Letter attesting to being unemployed and receiving no income during State Fiscal Year 2022 and 2023 (July 1, 2021 through June 30, 2023)
 - vi. W-2 forms or most recently filed tax statements demonstrating income.
 - vii. Proof that the recipient's income is below the minimum threshold to file a federal tax return based on their filing status.
 - viii. Documentation of self-employment, if applicable
3. The home qualified for the property tax exemption program in RCW 84.36.379 through 84.36.389; or;

- Proof includes one of the following:
 - i. Confirmation of eligibility/approval from the County Assessor's Office of Form 63 0001 "Application for Property Tax Exemption" by the Washington State Department of Revenue valid for the Washington State 2021 property tax year.
 - ii. Confirmation of eligibility/approval from the County Assessor's Office of Form 64 0002 "Senior Citizen and People with Disabilities Exemption from Real Property Taxes" by the Washington State Department of Revenue valid for the Washington State 2021 property tax year.
 - iii. Validation by the Washington Emergency Management Division using Washington State 2021 property tax year data provided by the County Assessor's Office that shows eligibility for the Tax Exemption Program.
- 4. The home qualified for the property tax deferral program in chapter 84.38 RCW.
 - Proof includes one of the following:
 - i. Confirmation of eligibility/approval from the County Assessor's Office of Form 64 0011 "Deferral Application for Senior Citizens and People with Disabilities" by the Washington State Department of Revenue valid for fiscal year 2021.
 - ii. Validation by the Washington Emergency Management Division using Washington State 2021 property tax year data provided by the county assessor's office that shows eligibility for the Tax Deferral Program.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-655

File ID:	AB2022-655	Version:	1	Status:	Agenda Ready
File Created:	11/04/2022	Entered by:	LCumming@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a local agency agreement between Whatcom County and Washington State Department of Transportation, for the North Lake Samish Drive Bridge No. 107 Replacement Project, CRP No. 913006, in the amount of \$8,997,310.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County has been awarded federal bridge replacement funds for the construction phase of this project and the Project Prospectus and Local Agency Agreement are required to obligate these federal funds. The bridge will be replaced with a new 3-span prestressed girder bridge

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Contract



Memorandum

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

Through: Elizabeth Kosa, Interim Director

From: James P. Karcher, P.E., County Engineer *JPK*
James E. Lee, P.E., Engineering Manager *JEL*

Date: November 3, 2022

Re: N. Lake Samish Dr. Bridge No. 107 Repl., PBB 378100, CRP No. 913006
Federal Aid Project Prospectus and Local Agency Agreement

Enclosed for your review and signature are two (2) originals each of a Federal Aid Project Prospectus and one (1) original of the Local Agency Agreement between the Washington State Department of Transportation (WSDOT) and Whatcom County for the North Lake Samish Drive Bridge No. 107 Replacement Project, CRP No. 913006.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into an agreement with WSDOT to receive federal funding for the North Lake Samish Drive Bridge No. 107 Replacement Project, CRP No. 913006.

Please keep one original of the Project Prospectus for your files and return the other original to our office, as it requires no signatures from WSDOT. Please sign in blue ink and return the original of the Local Agency Agreement to our office for further processing. We will return a fully executed copy to you once they are signed by WSDOT.

Background and Purpose

Bridge No. 107 is a load restricted and structurally deficient 3-span bridge with traffic restricted to one lane. It has a wood glulam beam superstructure with a timber pile substructure. This bridge will be replaced with a new 3-span prestressed concrete girder bridge.

Funding Amount and Source

Whatcom County has been awarded \$8,997,310.00 of federal bridge replacement funds for the construction phase of this project and this Project Prospectus and Local Agency Agreement are required to obligate these federal funds.

Please contact James Lee at extension 6264 with any questions regarding this agreement.

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: _____
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Agency

Address

Local Agency Agreement

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name

Length

Termini

Description of Work

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate
Yes No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency			
%	b. Other			
Federal Aid	c. Other			
Participation	d. State Services			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)			
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)			
Construction	k. Contract			
%	l. Other			
	m. Other			
Federal Aid	n. Other			
Participation	o. Agency			
Ratio for CN	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)			

Agency Official

By

Title

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Approved as to form:

Approved Electronically CQ / KT 11-02-2022

Christopher Quinn

Senior Deputy Prosecuting Attorney – Civil Division

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) "Regal Road", (Length) "1.2 miles", (Termini) "Smith Road to Main Street"
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: "Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue."
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project's Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project's period of performance and add three years to determine the "Project Agreement End Date".

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

- Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
- Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - Method “A”** is used when the state administers the contract for the agency.
 - Method “B”** is also used when the state administers the contract for the agency.
 - Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
- Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
- Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	
Federal Aid Project Number				DUNS Number	
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	
Agency		CA Agency Yes No	Federal Program Title 20.205 Other		
Project Title		Start Latitude N End Latitude N		Start Longitude W End Longitude W	
Project Termini From-To		Nearest City Name			Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project		Award Type Local Local Forces State Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
WSDOT Region	Legislative District(s)		Congressional District(s)		Urban Area Number
Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year	
P.E.					
R/W					
Const.					
Total					
Description of Existing Facility (Existing Design and Present Condition)					
Roadway Width			Number of Lanes		
Description of Proposed Work					
Description of Proposed Work (Attach additional sheet(s) if necessary)					
Local Agency Contact Person		Title		Phone	
Mailing Address		City		State	Zip Code
Project Prospectus	By <u>James P. Karcher</u> Approving Authority				
	Title				Date

Agency	Project Title	Date
--------	---------------	------

Type of Proposed Work				
Project Type (Check all that Apply)			Roadway Width	Number of Lanes
New Construction	Path / Trail	3-R		
Reconstruction	Pedestrian / Facilities	2-R		
Railroad	Parking	Other		
Bridge				

Geometric Design Data						
Description	Through Route			Crossroad		
Federal Functional Classification	Urban	Principal Arterial		Urban	Principal Arterial	
		Minor Arterial			Minor Arterial	
	Rural	Collector		Rural	Collector	
		Major Collector			Major Collector	
	NHS	Minor Collector		NHS	Minor Collector	
		Local Access			Local Access	
Terrain	Flat	Roll	Mountain	Flat	Roll	Mountain
Posted Speed						
Design Speed						
Existing ADT						
Design Year ADT						
Design Year						
Design Hourly Volume (DHV)						

Performance of Work		
Preliminary Engineering Will Be Performed By	Others %	Agency %
Construction Will Be Performed By	Contract %	Agency %

Environmental Classification	
Class I - Environmental Impact Statement (EIS) Project Involves NEPA/SEPA Section 404 Interagency Agreement Class III - Environmental Assessment (EA) Project Involves NEPA/SEPA Section 404 Interagency Agreements	Class II - Categorically Excluded (CE) Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency	Project Title	Date
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Right of Way

No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	Right of Way Needed	
	No Relocation	Relocation Required

Utilities

Railroad

No utility work required All utility work will be completed prior to the start of the construction contract All utility work will be completed in coordination with the construction contract	No railroad work required All railroad work will be completed prior to the start of the construction contract All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date _____
 Agency By _____
 Mayor/Chairperson _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-656

File ID:	AB2022-656	Version:	1	Status:	Agenda Ready
File Created:	11/04/2022	Entered by:	jsmiley@co.whatcom.wa.us		
Department:	Council Office	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Associated Earth Sciences, Inc to prepare a study plan and install monitoring equipment for the quantification of the timing and magnitude of groundwater pumping on streamflow depletion at three study locations, in the amount of \$99,192 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Memo

HISTORY OF LEGISLATIVE FILE

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

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Elizabeth Kosa
Interim Director**




NATURAL RESOURCES

322 N. Commercial, Suite 200
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

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

THROUGH: Elizabeth Kosa, Interim Public Works Director

FROM: Gary Stoyka, Natural Resources Manager 

DATE: November 8, 2022

RE: **Contract for Services with Associated Earth Sciences, Inc.**

Requested Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District Board of Supervisors, enter into an agreement between the Whatcom County Flood Control Zone District and Associated Earth Sciences, Inc. to prepare a study plan and install monitoring equipment for the quantification of the timing and magnitude of groundwater pumping on streamflow depletion at three study locations.

Background and Purpose

As part of the WRIA 1 Watershed Management Project, a hydrogeologic investigation is needed to quantify the impacts of groundwater pumping on stream flows in several locations within Water Resources Inventory Area (WRIA) 1. This project supports long-running watershed planning activities in WRIA 1 and will be used to further refine the development of a numerical groundwater model. This work is being conducted in coordination with the Whatcom Groundwater Model Team, an ad hoc committee of the WRIA 1 Watershed Staff Team that is working to cooperatively to address regional water supply challenges. Member agencies include Whatcom County, Public Utility District No. 1 of Whatcom County, Lummi Nation, Nooksack Indian Tribe, City of Bellingham, Washington Department of Ecology, and the Ag Water Board.

The MRSC roster hydrogeology filter was applied; this generated a list from which five firms were selected based on experience in the study area and previous experience working with the member agencies. Only one response, from AESI, was received and determined to be responsive.

Funding Amount and Source

This contract in the amount of \$99,192.00, is fully funded through a grant from the Washington Department of Ecology. The FCZD has adequate budget authority in the 2022 budget for this contract.

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202211007

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	907010-Natural Resources/169121-Watershed Management Plan Implementation
Contract or Grant Administrator:	Gary Stoyka, Natural Resource Manager
Contractor's / Agency Name:	Associated Earth Sciences, Inc.
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): <u>202203011</u></p> <p>Is this contract the result of a RFP or Bid process?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): <u>MRSC Roster</u> Contract Cost Center: <u>169121</u></p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input checked="" 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>\$ <u>99,192.00</u></p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ <u>99,192.00</u></p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
<p>Summary of Scope:</p> <p><i>This is a Contract for Services between Whatcom County Flood Control Zone District and Associated Earth Sciences, Inc. to prepare a study plan and install monitoring equipment for the quantification of the timing and magnitude of groundwater pumping on streamflow depletion at three study locations.</i></p>	
Term of Contract:	Expiration Date: <u>June 30, 2023</u>

Contract Routing:	1. Prepared by: <u>John N. Thompson</u>	Date: <u>10/24/2022</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>10/26/2022</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>11/4/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>AB 2022-656</u>	Date: <u>11/22/2022</u>
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

CONTRACT FOR SERVICES
Between Whatcom County and Associated Earth Sciences, Inc.

Associated Earth Sciences, Inc., hereinafter called **Contractor** and Whatcom County Flood Control Zone District, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 13,
 Exhibit A (Scope of Work), pp. 14,
 Exhibit B (Compensation), pp. 15 to 17,
 Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 23rd day of November, 2022, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2023.

The general purpose or objective of this Agreement is: *Quantification of the Timing and Magnitude of Groundwater Pumping on Streamflow Depletion at Three Study Locations*, 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 \$ 99,192.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

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

CONTRACTOR:

Associated Earth Sciences, Inc.

Jay W. Chennault, Principal Hydrogeologist/Engineer

CONTRACTOR INFORMATION:

Associated Earth Sciences, Inc.

Jay W. Chennault, Principal Hydrogeologist/Engineer

Address:

508 South Second Street, Suite 101
Mount Vernon, WA 98273

Mailing Address:

911 5th Avenue, Suite 100
Kirkland, WA 98033

Contract for Services

Associated Earth Sciences, Inc.: Quantification of the Timing and Magnitude of Groundwater Pumping on Streamflow Depletion

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V. 2021-6 (DocuSign)

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

Elizabeth Kosa, Interim Public Works Department Director Date

Approved as to form:

Christopher Quinn, Senior Deputy Prosecuting Attorney – Civil Division Date

Approved:

Accepted for Whatcom County Flood Control Zone District:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

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.

Contract for Services

Associated Earth Sciences, Inc.: Quantification of the Timing and Magnitude of Groundwater Pumping on Streamflow Depletion

Page 3

V. 2021-6 (DocuSign)

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County. An email from the County Administrative Contact is an acceptable form of written approval

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay

those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. Commercial General Liability

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

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

2. Professional Liability

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

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

3. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' Commercial General Liability and Business Automotive Liability insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured. Drilling subcontractors may be excluded from the requirement for Professional Liability insurance coverage.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification

obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

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

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

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

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Gary Stoyka
Natural Resource Manager
Whatcom County Public Works
322 N. Commercial St., Suite 200
Bellingham, WA 98225-4042
360.778.6218
gstoyka@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:

To: Whatcom County Flood Control Zone District
322 N. Commercial St., Suite 200
Bellingham, WA 98225-4240

Attention: Gary Stoyka, Natural Resource Manager
Telephone: (360) 778.6218
Email: gstoyka@co.whatcom.wa.us

To: Associated Earth Sciences, Inc.
911 5th Avenue, Suite 100
Kirkland, WA 98033

Attention: Jay W. Chennault, Principal Hydrogeologist/Engineer
Telephone: (425) 8277701
Email: jchennault@aesgeo.com

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

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

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

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

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

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Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

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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)

This Scope of Work is for Phase 4 of the Quantification of Timing and Magnitude of Groundwater on Streamflow Depletion project.

The general scope of services for this contract is outlined below:

TASK 1 – PROJECT PLANNING AND MONITORING INSTALLATIONS

Task 1.1 – Select Study Locations

Consult with the WRIA 1 Team to prepare a detailed scope of work for the hydrogeologic investigations, select three study locations in different watersheds, and conduct outreach to landowners in each study location. The study locations will be selected in different watersheds to represent a range of hydrologic and hydrogeologic conditions throughout WRIA 1 based on the Whatcom Groundwater Model (WGM), existing hydrogeologic, land use, and water use information. It is expected that the study locations will include private landownership and require cooperation and access from these landowners to conduct the studies. Ideal study locations will include cooperative landowners, relatively high-capacity water supply wells completed in the Sumas aquifer near low-flow streams.

Task 1.2 - QAPP

Consult with the WRIA 1 Team to prepare a water resources program Quality Assurance Project Plan (QAPP) for the project. The QAPP will be prepared in accordance with the Washington State Department of Ecology (Ecology) guidelines and specifications. A draft QAPP will be submitted to Ecology for review and a final QAPP will be submitted to Ecology for approval.

Task 1.3 – Cultural Resources Review

In accordance with Governor's Executive Order (GEO) 05-05, prepare and submit to Ecology a Cultural Resources Review form (ECY 070-537; Rev. 9/2020) and Inadvertent Discovery Plan (IDP) (ECY 070-560) for any potential land disturbing activities required to conduct the hydrogeologic studies.

Task 1.4 – Surface Water - Groundwater Monitoring Plan

Consult with the WRIA 1 Team to prepare a surface water – groundwater monitoring plan for each study location that incorporates elements of the QAPP, cultural resources review documents, and site-specific information to implement the hydrogeologic investigations. Draft monitoring plans will be prepared for each study location and submitted to the WRIA 1 Team for review and comment prior to preparing the final documents.

Task 1.5 – Install Monitoring Locations

Each of the monitoring locations are expected to include:

- The installation of up to three new groundwater monitoring wells (piezometers), located between the pumping well and the stream. In some cases, existing wells may be utilized as monitoring wells, if available.
- The installation of up to two new staff gages in the stream for each study location, located upstream and downstream of the anticipated pumping impacts of the water supply well
- Instrumenting each monitoring well, staff gage, and pumping well with data logging pressure transducers.

TASK 1 DELIVERABLES:

- Task 1.2 - Draft and Final QAPP
- Task 1.3 - Draft and Final Cultural Resources Review Form and Inadvertent Discovery Plan
- Task 1.4 - Draft and Final Surface Water – Groundwater Monitoring Plans (1 for each study location)
- Task 1.5 - Maps of monitoring locations
- Task 1.5 - Boring logs for monitoring well installations.

Task 1 Budget: \$99,583

Task 1 Schedule: Task 1 shall be completed by June 30, 2023

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EXHIBIT "B"
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the positions and hourly rates provided in the Budget table below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Subcontractor costs will be reimbursed at actual cost plus 10% markup. Travel time will be paid at 75% the full hourly rate and is included in the cost estimates below. Mileage is to be reimbursed at the 2022 or 2023 IRS rate whichever is applicable at the time the mileage is accrued; lodging and per diem will be reimbursed at a rate not to exceed the GSA rate for the location at which services are provided. Other expenditures such as supplies for field work, printing, postage, and telephone charges shall be reimbursed at actual cost. The budget below includes the expected effort according to staffing level, and totals by sub-task. Some tasks may require more or less than the estimated. Contractor will consult with and get written approval from the Administrator if it is later determined that the level of effort for any given task will be significantly greater than that which was estimated when Exhibit "A" - Scope of Work was prepared.

The Contractor will invoice monthly. Invoices will include hours worked by employee/position for the invoice period listed together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Total compensation shall not exceed \$99,583.00. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

Table 1. Cost Estimate by Entity for the SW-GW Study				
Task Title	Total	Consultant/Design Fees		
		AESI	SSP&A	Subcontractors/ODCs
Task 1 - Project Planning and Monitoring Installations				
Select Study locations	\$ 10,445	\$ 10,445	\$ -	\$ -
Cultural Resources Review	\$ 8,620	\$ 8,620	\$ -	\$ -
QAPP Development (Water Resource Program)	\$ 8,620	\$ 8,620	\$ -	\$ -
SW-GW Monitoring Plans	\$ 13,304	\$ 11,900	\$ 1,404	\$ -
Install Stream Flow Monitoring Stations	\$ 16,103	\$ 13,103	\$ -	\$ 3,000
Install 3 Groundwater Monitoring Wells	\$ 34,681	\$ 6,005	\$ -	\$ 28,676
Project Management	\$ 1,960	\$ 1,960	\$ -	\$ -
Project Meetings	\$ 5,460	\$ 5,460	\$ -	\$ -
Total	\$ 99,192	\$ 66,113	\$ 1,404	\$ 31,676
Notes: AESI = Associated Earth Sciences, Inc., ASP&A = S.S. Papadopoulos & Associates, ODCs = Other direct chargeables				
ODCs include the purchase of 9 new Solinst Levellogger dataloggers for streamflow monitoring stations and monitoring wells.				
Drilling subcontractor for monitoring wells will be Advanced Drill Technologies of Snohomish, WA				

Table 2. Cost Estimate Breakdown

	Associated Earth Science, Inc.													S.S. Papadopoulos & Associates Fees				
	Time							Expenses		Hours	Fees	Sub MU	AESI Fees	Time		Hours	SSP&A Fees	Total Fees
	PR	PRJ	SST	STF	CAD	GIS	CWP	Miles	Other					SR ASSOC	SR PRJ			
Task 1 - Project Planning and Monitoring	PR	PRJ	SST	STF	CAD	GIS	CWP	Miles	Other	Hours	Fees	Sub MU	AESI Fees	SR ASSOC	SR PRJ	Hours	SSP&A Fees	Total Fees
Select Study locations	8		40	16		12		200	\$0	76	\$10,445	\$0	\$10,445				\$0	\$10,445
Cultural Resources Review	4		40	16		4	4	0	\$0	68	\$8,620	\$0	\$8,620				\$0	\$8,620
QAPP Development (Water Resource Program)	4		40	16		4	4	0	\$0	68	\$8,620	\$0	\$8,620				\$0	\$8,620
SW-GW Monitoring Plans	12	12	12			36	3		\$0	75	\$11,760	\$140	\$11,900	4	2	6	\$1,404	\$13,304
Install Stream Flow Monitoring Stations	12	12	36			6		200	\$0	66	\$10,385	\$2,718	\$13,103				\$0	\$13,103
Install 3 Groundwater Monitoring Wells	6	6	24			3		200	\$0	39	\$6,005	\$0	\$6,005				\$0	\$6,005
Project Management	8								\$0	8	\$1,960	\$0	\$1,960				\$0	\$1,960
Project Meetings	12			24					\$0	36	\$5,460	\$0	\$5,460				\$0	\$5,460
Task 1 Totals	66	30	192	72	0	65	11	600	0	436	\$63,255	\$2,858	\$66,113	4	2	6	\$1,404	\$67,517
Associated Earth Sciences, Inc.																		
PR	Principal		\$245	Sub Markup = 10%														
PRJ	Project		\$165	Mileage Rate = Current IRS														
SST	Senior Staff		\$125															
STF	Staff		\$105															
GIS	GIS Manager		\$140															
CWP	Clerical, Word		\$100															
SSP&A																		
SR ASSOC	Senior Associate		\$257															
SR PRJ	Senior Project		\$188															

**ASSOCIATED EARTH SCIENCES, INC.
SCHEDULE OF CHARGES**

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

Personnel Charges - Engineers, Hydrogeologists, Geologists, and Scientists

Sr. Principal.....	\$275.00/hour
Principal.....	\$245.00/hour
Sr. Associate.....	\$220.00/hour
Associate.....	\$205.00/hour
Senior.....	\$190.00/hour
Sr. Project.....	\$180.00/hour
Project.....	\$165.00/hour
Sr. Staff.....	\$125.00/hour
Staff.....	\$105.00/hour
Legal Testimony (4 hour minimum).....	\$400.00/hour

Personnel Charges - Technicians

Sr. Field Technician.....	\$115.00/hour
Sr. Field Technician Overtime.....	\$140.00/hour
Technician.....	\$95.00/hour
Technician Overtime.....	\$115.00/hour

Other Personnel and Disbursement Charges

Sr. Geographic Information Services (GIS) Analyst.....	\$145.00/hour
Geographic Information Services (GIS) Analyst.....	\$110.00/hour
Drafting and Graphics Specialist.....	\$110.00/hour
Project Assistant.....	\$110.00/hour
Technical Editor.....	\$90.00/hour
Administrative Staff.....	\$75.00/hour
Report Processing and Archiving.....	\$10.00/each
Mileage.....	Federal Reimbursable Rate
Per Diem.....	To be established on a project basis
Subcontractors and Miscellaneous Expenses.....	cost plus 10%
Water Level Data Logger.....	\$60.00/month
Barometer Data Logger.....	\$40.00/month
Aerial Drone Equipment (certified drone operator charged separately).....	\$200.00/day
Bank/ACH Services or Fee.....	\$25.00/unit [check]

Laboratory Charges

Atterberg Limit.....	\$200.00/test
Consolidation.....	\$600.00/test
Constant Head Permeability (ASTM D2434-68).....	\$45.00/test
Direct Shear.....	\$400.00/3 point test
Ethylene Glycol Test (3 rock minimum).....	\$200.00
Fractured Face Count (AASHTO T-335).....	\$125.00/test
Hydrometer.....	\$210.00/test
Moisture Content.....	\$25.00/test
Organic Content.....	\$80.00/test
Percent Passing #200.....	\$105.00/test
Permeability (Falling Head).....	\$250.00/test
Proctor ASTM D-1557 and ASTM D-698.....	\$255.00/test
Sand Equivalent.....	\$125.00/test
Sieve with Wash #200.....	\$200.00/test
Specific Gravity - #4.....	\$125.00/test
Specific Gravity - #4.....	\$150.00/test
Unit Weight.....	\$80.00/test
Void Ratio.....	\$125.00/test

Other laboratory tests, disbursement charges and equipment rental will be provided on a per job basis.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER Niehl Insurance Agency 375 118th Ave Se #103 Bellevue WA 98005	CONTACT NAME: PHONE (A/C, No, Ext): (425) 644-1600 FAX (A/C, No): (425) 644-2152 E-MAIL: info@niehlinsurance.com	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co INSURER B: Ohio Casualty Insurance Company INSURER C: Ohio Security Insurance Co INSURER D: INSURER E: INSURER F:	
INSURED Associated Earth Sciences Inc 911 5Th Ave Suite 100 Kirkland WA 98033-		NAIC # 29424	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																										
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><th style="width: 5%;">INSR LTR</th><th style="width: 35%;">TYPE OF INSURANCE</th><th style="width: 10%;">ADDL INSD</th><th style="width: 10%;">SUBR WVN</th><th style="width: 15%;">POLICY NUMBER</th><th style="width: 10%;">POLICY EFF (MM/DD/YYYY)</th><th style="width: 10%;">POLICY EXP (MM/DD/YYYY)</th><th style="width: 15%;">LIMITS</th></tr><tr><td style="text-align: center;">C</td><td><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-top: 5px;"><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div><div style="margin-top: 5px;">GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:</div></td><td></td><td></td><td>BZS60709115</td><td>12/31/2021</td><td>12/31/2022</td><td>EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000</td></tr><tr><td style="text-align: center;">A</td><td><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-top: 5px;"><input checked="" type="checkbox"/> ANY AUTO <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY</div><div><input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY</div></div></div></td><td></td><td></td><td>52UECJR8403</td><td>12/31/2021</td><td>12/31/2022</td><td>COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$</td></tr><tr><td style="text-align: center;">B</td><td><input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <div style="margin-top: 5px;"><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$</div></div></div></td><td></td><td></td><td>USO60709115</td><td>12/31/2021</td><td>12/31/2022</td><td>EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000</td></tr><tr><td style="text-align: center;">C</td><td><input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																																										
EVIDENCE OF INSURANCE																																										

CERTIFICATE HOLDER ASSOCIATED EARTH SCIENCES INC	CANCELLATION AI 114896 <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</div> <div style="margin-top: 5px;">AUTHORIZED REPRESENTATIVE </div>
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ACORD 25 (2016/03)

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Contract for Services

Associated Earth Sciences, Inc.: Quantification of the Timing and Magnitude of Groundwater Pumping on Streamflow Depletion
Page 2

V. 2021-6 (DocuSign)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-658

File ID:	AB2022-658	Version:	1	Status:	Agenda Ready
File Created:	11/07/2022	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and the South Fork Valley Community Association for operation of the Van Zandt Community Hall located at Josh VanderYacht Memorial Park, in the amount of \$1,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Under this agreement between Whatcom County and South Fork Valley Community Association, the Association schedules, prepares, and cleans the Van Zandt Community Hall for public events. The County reimburses the association for \$1,000 for scheduling and managing public use of the Hall and Josh VanderYacht Park.

HISTORY OF LEGISLATIVE FILE


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



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bennett Knox, Director of Parks  10/11/2022

DATE: October 10, 2022

RE: South Fork Valley Community Association Custodial Agreement for Van Zandt Community Hall

Enclosed is a five-year custodial agreement between Whatcom County Parks & Recreation and the South Fork Valley Community Association for your review and signature.

Background and Purpose

Whatcom County Parks & Recreation contracts for operation and scheduling of the Van Zandt Community Hall and Josh VanderYacht Park with the South Fork Valley Community Association. Under the agreement, the Association schedules, prepares, and cleans the hall for public events. This arrangement is a cost-effective method to allow use of the hall by the public while minimizing costs for the County.

Funding Amount and Source

The County pays the Association \$1,000 annually. Funding is budgeted in the department's operating budget. The Association is responsible for all other expenses and improvements for this agreement.

Differences from Prior Agreement

The term has been increased from the one-year term in WCC #202105004 to a five-year term to provide stability for the operation of the hall.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	8050 M&O / 805010 Parks
Contract or Grant Administrator:	Bennett Knox
Contractor's / Agency Name:	South Fork Valley Community Association
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: _____ Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 1,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ 1,000	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: Whatcom County Parks and Recreation has had a long-standing agreement with South Fork Valley Community Association to manage the VanZandt Community Hall for recreational and community activities. Under this agreement, the Association schedules, prepares, and cleans the hall for public events. The County will reimburse the Association \$1,000 for the year for scheduling and managing use of the Hall and Josh VanderYacht Park.	
Term of Contract: 5 year	Expiration Date: 12/31/2027

Contract Routing:	1. Prepared by: Shannon Batdorf	Date: 10/10/2022
	2. Attorney signoff: <u>Brandon Waldron via email</u>	Date: <u>10/11/2022</u>
	3. AS Finance reviewed: <u>Marianne Caldwell via email</u>	Date: <u>10/27/2022</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: _____

CUSTODIAL AGREEMENT

BETWEEN WHATCOM COUNTY AND THE SOUTH FORK VALLEY COMMUNITY ASSOCIATION FOR OPERATION OF THE VAN ZANDT COMMUNITY HALL AND JOSH VANDERYACHT PARK

WHATCOM COUNTY, a municipal corporation, hereinafter referred to as the “**COUNTY**” and South Fork Valley Community Association, a 501C3 nonprofit service association, hereinafter referred to as the “**ASSOCIATION**”, hereby agree to the following terms:

WITNESSETH:

WHEREAS, the County owns approximately 2 acres and improvements located at 4106 Valley Highway, Deming WA known as the VanZandt Community Hall and Josh VanderYacht Park; and

WHEREAS, the Association desires to have use of the said property for community purposes and events; and

WHEREAS, the County and Association has had a long and successful relationship in the operation and maintenance of this property,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. ADMINISTRATION OF AGREEMENT:

The County hereby appoints and the Association accepts the Whatcom County Parks & Recreation Director hereinafter “Director”, or his designee, as the County’s representative for the purpose of administering the provisions of this Agreement, including the County’s right to receive and act on all reports and documents related to this Agreement, to request and receive additional information from the Association and to assess the general performance of the Association under the Agreement, and to administer any other right granted to the County under this Agreement. The County expressly reserves the right to terminate this Agreement as provided herein and also expressly reserves the right to commence civil action for the enforcement of the Agreement.

Section 2. PREMISES:

The County hereby makes available to the Association the use of the following described property for recreational and community activities scheduled by the Association and for its operation of its KAVZ radio station. The subject property is legally described in Exhibit “A”

and attached hereto and incorporated herein by reference. The Association will make the Hall and grounds available to the public for a variety of activities including recreational, educational, social, ceremonial, political, informational and public service events. The Hall will be available on a first-come-first serve basis with users required to make reservations in advance. To defray operating and maintenance costs, a reasonable fee may be charged and retained by the Association for use of the Hall. Whatcom County reserves the right to reserve use of the Hall at no cost for County purposes.

Section 3. CONSIDERATION:

In consideration of scheduling and managing use of the Hall and Park by the public, Whatcom County agrees to pay the Association \$1,000 annually.

Section 4. CONDITION OF PREMISIS:

The Association shall perform routine maintenance and will consult with the Director before undertaking significant alterations to the structure. The Association agrees to all costs for repair of damages to the premises incurred during the Association's use of the premises. The Association agrees to return the premises to the County with all fixed improvements in adequate condition upon the termination or expiration of this Agreement. The Association will maintain the Center and grounds to the satisfaction of the County.

Section 5. TERM:

The term of this Agreement shall commence upon execution of the Agreement by the parties and shall terminate on December 31st, 2027. Upon satisfactory performance, the Association will be granted the option to renew this Agreement for an additional five year period.

Section 6. IMPROVEMENTS/EQUIPMENT:

The Association agrees to be responsible for and to bear the full cost of any additional improvements or equipment upon the premises and facilities thereon, including but not limited to construction, installation and maintenance of improvements and equipment. The Association may make improvements to the premises subject to the express written approval of the Director. The Association agrees to submit construction plans to the Director for his approval. The Association agrees to secure the necessary permits required for the improvements. The County reserves the right to require the ownership of the fixed improvements to be deeded to the County upon expiration of the Agreement. The Association agrees that it shall pay all costs and expenses for work done and materials used for the construction of improvements or installation of equipment.

Section 7. MAINTENANCE:

The parties agree and understand that the County shall not have any obligation to perform ordinary or extraordinary maintenance on the premises or facilities therein. The parties agree

that the Association may submit written requests to the Director for such work to be done. Upon such request, the County may provide maintenance service and the Association agrees to reimburse the County for the maintenance expense performed including, but not limited to, the cost of labor, materials and equipment used by the County. Within sixty (60) days of any maintenance performed, the County agrees to submit an itemized statement to the Association specifying the charges. The Association agrees to remit payment to the County within sixty (60) days following receipt of this statement.

Section 8. OPERATION COST:

The Association agrees to pay all costs of operation on the premises including, but not limited to the following: electricity, water, waste, sewer/septic and gas. Further, the Association and County will equally share the annual cost of one portable accessible Sani Can to be located on the premises to serve the park. The County will bill the Association annually for its share of the cost.

Section 9. CONCESSIONS:

The Association may operate a concession area on the premises for the sale of food items. The Association may sublet the concession rights herein, subject to the approval of the concessionaire by the Director. The Association agrees to assume all liability for the sale of food whether by the Association itself or by a sub lessee. The Association shall provide liability insurance which shall include products liability, in accordance with the limits and insurance provisions required in Section 12 of this Agreement.

Section 10. TAXES AND FEES:

The Association shall pay all licenses, excise taxes, permits and taxes applicable to its operations on the premises and all taxes on the leasehold interest created by this Agreement. The Association shall be responsible for securing necessary permits and licenses or the payment of any other fiscal obligations imposed by applicable local, state, or federal law with respect to Association's employees or the Association's property or activities on the premises. Provided, leasehold taxes shall be paid to the County.

Section 11. INDEMNIFICATION AND HOLDHARMLESS:

The Association agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Association, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or

elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Association, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, it's appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Association, its agents, or its employees.

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 agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

Initialed on behalf of the Association:



Section 12. INSURANCE:

The Association shall obtain and maintain insurance at its own cost for the duration of this Agreement. The insurance(s) shall provide the minimum coverage as set forth below:

Property Damage per occurrence - \$500,000.00

General Liability Insurance of \$1,000,000.00 which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

If alcohol is served the Association shall procure and maintain for the duration of the Agreement or event, Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The County is to be named as an additional insured on Liquor Liability insurance. HOST LIQUOR LIABILITY INSURANCE coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the County.

ADDITIONAL INSURED ENDORSEMENT REQUIRED:

General Liability Insurance and Liquor Liability, when alcoholic beverages are served or dispensed, must state that:

A) Whatcom County, it's officers, agents volunteers and employees, are named as additional insured(s) for all coverage provided by the policy of insurance.

B) That this insurance shall be considered as primary and shall waive all rights of subrogation. The County's insurance shall be noncontributory.

Events. Separate event insurance with the same terms and conditions shall be required for all events not specifically covered under the Association's general liability policy.

Notice of cancellation. Association agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Timely notice of claims. Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Proof of Insurance. A certificate showing proof of adequate insurance will be provided to the County annually. Upon request, the Association shall forward to the County the original policy, or endorsement obtained, to the Association's policy currently in force.

Liability in excess. Providing coverage in the amounts listed shall not be construed to relieve the Association from liability in excess of such amounts.

Failure to provide insurance. Failure of the Association to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion.

Section 13. ENTRY ONTO PREMISES:

The County reserves the right to enter onto the premises at reasonable times to inspect them, or make modifications and the Association shall permit the County to do so.

Section 14. NON DISCRIMINATION CLAUSE:

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

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to:

advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

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.

Section 15. TERMINATION AND REMEDIES OF COUNTY FOR BREACH BY THE ASSOCIATION:

The County shall have the right to terminate this Agreement upon breach of this Agreement by the Association, or any sub lessee of the Association, upon giving sixty (60) days' written notice of termination to the Association. The written notice shall specify the reason for the termination and the Association shall be given a reasonable time to cure said problem. Said remedies shall be in addition to any other remedies available to the County.

Section 16. COMMUNICATION:

Communication between the parties shall be addressed to their regular places of business.

For the COUNTY;

ATTN: Director, Whatcom County Parks & Recreation
3373 Mount Baker Highway
Bellingham WA 98226

For the ASSOCIATION;

ATTN: South Fork Valley Community Association
5464 Potter Road
Deming WA 98244

Section 17. SEVERABILITY:

If any term or condition of this agreement 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 agreement are declared severable.

Section 18. MODIFICATION:

No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing, executed by the parties and approved by the County.

Section 19. RESPONSIBILITY FOR PREMISES:

While the premises are used by or under the control of the Association, the Association hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises. The Association shall use the premises only in the manner permitted by this Agreement and shall not permit the use of the premises for any other purpose or for any immoral, objectionable, or unlawful acts. Failure to abide by this section shall amount to breach of contract and bring to bear Section 15 of this Agreement (Termination and Remedies of County for Breach by the Association)



FOR WHATCOM COUNTY

Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
COUNTY OF WHATCOM)ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2022, before me personally appeared Satpal Sidhu to me known to be the Whatcom County Executive 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 _____



Bennett Knox
Whatcom Parks & Recreation Director

APPROVED AS TO FORM:

Approved via email/BW
Brandon Waldron
Senior Deputy Prosecuting Attorney

EXHIBIT A

Property ID 84345/Geographic ID 380508 286016 located at 4106 Valley Highway, Deming WA to include all buildings and structures.

Legal: BEG 20 FT N OF SW COR OF SW SE-TH N 140 FT-TH E 88.7 FT-TH N 85 FT-TH E 21.3 FT-TH N 15 FT-TH E 308.7 FT-TH S 232.5 FT-TH W ALG N LI OF RD TO BEG-PER CVL 44012-TOG WI PTN CO RD AS VAC AF 466699



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-664

File ID:	AB2022-664	Version:	1	Status:	Agenda Ready
File Created:	11/08/2022	Entered by:	jsmiley@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract (FCZDBS)		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District for Domestic-Municipal Water Use Efficiency Project, in the amount of \$33,400 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Enhanced Whatcom Water Alliance (EWWA) Program is a domestic-municipal water use efficiency program developed in 2020 to increase the consistency and impact of water conservation messaging and activities across jurisdictions

HISTORY OF LEGISLATIVE FILE

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

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**



**Elizabeth Kosa
Interim Director**

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

MEMORANDUM

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

THROUGH: Elizabeth Kosa, Interim Public Works Director

FROM: Gary Stoyka, Natural Resources Program Manager 
Ingrid Enschede, Program Specialist 

DATE: November 4, 2022

RE: 2023 Interlocal Agreement between Whatcom County Flood Control Zone District and Whatcom Conservation District for Domestic-Municipal Water Use Efficiency Project

Requested Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District Board of Supervisors, enter into an interlocal agreement with the Whatcom Conservation District (WCD) for the Domestic-Municipal Water Use Efficiency Project.

Background and Purpose

The Whatcom Water Alliance (WWA) is a partnership of Whatcom County water utilities that collaborates and coordinates on water conservation, supply, and delivery activities. In 2020, the WWA developed an Enhanced Whatcom Water Alliance (EWWA) Program to support increased consistency and impact of water conservation messaging and activities across jurisdictions in Whatcom County with WCD staff support, Whatcom County financial support, and engagement from stakeholders across the county.

Implementation of a three-year EWWA Program Plan and Implementation Strategy for Domestic Water Use Efficiency in Whatcom County began in 2021. In 2023, the WCD will implement year three of the plan, evaluate the EWWA program, and develop a draft plan and implementation strategy for the next three years. Water conservation measures supported by this work will complement ongoing watershed management efforts in Whatcom County and Water Resource Inventory Area 1 (WRIA 1).

Funding Amount and Source

The total cost of this agreement is \$33,400 and is included in the 2023 Natural Resources Budget (cost center 169121).

Please contact Ingrid Enschede at extension 6229, if you have any questions or concerns regarding the terms of this agreement.

Encl.
Interlocal Agreement

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: _____ 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: _____
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**2023 INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND
WHATCOM CONSERVATION DISTRICT FOR
DOMESTIC-MUNICIPAL WATER USE EFFICIENCY PROJECT**

This Interlocal AGREEMENT (“AGREEMENT”) is between the Whatcom Conservation District (“WCD”) and the Whatcom County Flood Control Zone District (“FCZD”) as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for coordinating a domestic-municipal water use efficiency program.

WHEREAS, Whatcom County has participated in cooperative watershed planning since at least 1999 through the Watershed Planning Act (RCW 90.82) and the Streamflow Restoration Act (RCW 90.94) as well as through other processes; and,

WHEREAS, during development of an amendment to the Water Resources Inventory Area (WRIA) 1 Watershed Management Plan in 2019, as required under RCW 90.94, water use efficiency was identified as a recommended measure to offset the impacts from permit-exempt wells; and,

WHEREAS, although an amendment to the Watershed Management Plan was not approved within the statutory time limit, the measures identified in the proposed plan to offset the impacts of permit-exempt wells, including water use efficiency, had broad support; and,

WHEREAS, the FCZD and WCD executed Interlocal AGREEMENTS 201910017, 202101029, and 202111006 as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34), to develop and implement a domestic-municipal water use efficiency program; and,

WHEREAS, the WCD, working through the Whatcom Water Alliance, which includes representatives from all the publicly-owned water systems in Whatcom County, developed a three-year domestic-municipal water use efficiency program plan in 2020 and began implementing the program in 2021; and,

WHEREAS, the FCZD requests assistance from the WCD for continued implementation of the domestic-municipal water use efficiency program in 2023; and,

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

WHEREAS, the FCZD has the authority to utilize the services and expertise of other agencies to further efforts beneficial to the residents and citizens of Whatcom County; and,

WHEREAS, the WCD desires to provide such services to the FCZD.

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

- I. *Purpose:* The purpose of this AGREEMENT is to set the terms whereby the FCZD will make available funds to the WCD to implement the Enhanced Whatcom Water Alliance Program as described in Exhibit A attached hereto.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT.
- III. *Whatcom Conservation District Responsibilities:* The WCD hereby agrees to conduct the work described in Exhibit A attached hereto.
- IV. *FCZD Responsibilities:* The FCZD hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs of providing and performing the services stated.
- V. *Payment:* The WCD shall submit itemized invoices in a format approved by the FCZD in accordance with the requirements of Exhibit B. The FCZD will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.
- VI. *Term:* This AGREEMENT shall be effective for services performed from January 1, 2023 through February 28, 2024.
- VII. *Responsible Persons:* The persons responsible for administration of this AGREEMENT shall be the Whatcom County Public Works (WCPW) Department Director and the WCD District Manager or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this AGREEMENT.
- IX. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this AGREEMENT except as expressly provided herein.
- X. *Modifications:* This AGREEMENT may be changed, modified, amended or waived only by written AGREEMENT executed by the Parties hereto. Waiver or breach of any term or condition of this AGREEMENT shall not be considered a waiver of any prior or subsequent breach.
- XI. *Applicable Law:* In the performance of this AGREEMENT, it is mutually understood and agreed upon by the Parties hereto that this AGREEMENT shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.

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

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

XIX. *Insurance Requirements:* WCD shall carry for the duration of this AGREEMENT insurance with the coverage and limits as follows:

A. Commercial General Liability (CGL) Insurance

Property damage	\$500,000.00 per occurrence
General Liability & Bodily Injury	\$1,000,000.00 per occurrence
Annual Aggregate	\$2,000,000.00

B. Business Automobile Liability

\$500,000.00 Minimum, per occurrence
\$1,000,000.00 Minimum, Annual Aggregate

WCD shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$500,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

C. Additional Insurance Requirements and Provisions

1. WCD shall provide FCZD with a certificate of insurance and endorsements required by the Agreement.
2. For the commercial general liability and business automobile insurance, Whatcom County Flood Control Zone District shall be named as an additional insured.
3. WCD's insurance shall be primary and non-contributory, and shall waive all rights of subrogation against Whatcom County and its coverage. Whatcom County's insurance shall not serve as a source of contribution.

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

XX. *Miscellaneous:* No obligation in this AGREEMENT shall limit the WCD in fulfilling its responsibilities otherwise defined by law. No obligation in this AGREEMENT shall limit the FCZD in fulfilling its responsibilities otherwise defined by law.

XXI. *Signatures:* The undersigned representatives accept the provisions of this AGREEMENT. This AGREEMENT shall be in effect when signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 2022.

WHATCOM CONSERVATION DISTRICT

Brandy Reed, District Manager

Date

Whatcom Conservation District
6975 Hannegan Road
Lynden, WA 98264

FLOOD CONTROL ZONE DISTRICT

Recommended for Approval:

Elizabeth Kosa, Interim Director

Date

Approved as to form:

Christopher Quinn, Senior Civil Deputy Prosecuting Attorney

Date

Approved:

Accepted for Flood Control Zone District:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

Date

EXHIBIT A - SCOPE OF WORK
Domestic-Municipal Water Use Efficiency Project Coordination
Implementation of the Enhanced Whatcom Water Alliance Program

Background

The Enhanced Whatcom Water Alliance (EWWA) Program is a domestic-municipal water use efficiency program developed to increase the consistency and impact of water conservation messaging and activities across jurisdictions in Whatcom County. This program increases opportunities and benefits for smaller water utilities through collaboration and resource sharing. It also identifies conservation measures applicable to residences and businesses that get water service from a large or small utility as well as those using individual private water sources.

This program builds on the existing Whatcom Water Alliance (WWA), a regional water conservation group comprised of municipalities and public water utilities in Whatcom County that has been collaborating successfully since 2008. An EWWA Program Plan and Implementation Strategy for Domestic Water Use Efficiency in Whatcom County was developed in 2020. This plan outlines a three-year implementation timeline for 2021-2023. In 2021, the EWWA program was launched and work completed built the foundation for the remaining two years. Development and launch of the website, data portal and comprehensive outreach strategy were the primary plan components completed in 2021. Also during this time, WWA member facilitation and recruitment of additional members provided the feedback and structure to create a user-friendly and effective program. In 2022, a robust outreach program was launched building off the previous year. Additionally, a rebate program was developed and rolled out with the best marketing tools and a 4th grade youth education program was developed.

In 2023, the EWWA program will continue to provide robust multi-faceted outreach and education including in-person, digital, social media and print media approaches to water conservation. This year will also expand the youth education program in Mt. Baker and Ferndale school districts after the initial pilot in 2022 in Lynden and Mt. Baker elementary schools (funded through separate agreements).

Program Elements

The WCD will work with the WWA to implement the following program elements:

- Maintenance of a website that will be a portal for water conservation information as well as for WWA members to access water use efficiency tools and resources
- Improvement of coordinated outreach that will include conservation calendar, in-person learning and media campaigns.
- Continuation of a rebate program to incentivize residents to adopt water conservation behaviors and practices.
- Facilitation of the WWA network to improve communication and coordination among Whatcom County water utilities and to recruit additional members
- Expanding youth education programming in select school districts

Task 1: Program Administration

The WCD will provide program administration as project lead. This will include tracking/reporting on progress of project, and end of project reporting. Tasks will include:

- Invoicing and reporting
- Internal meetings and coordination related to staffing, contracting, etc.
- Other program implementation and administrative support as needed
- Evaluating the EWWA Program from 2021 to 2023
- Develop proposed/draft EWWA Program plan for 2024 – 2026

Deliverables:

- Invoices will be submitted by the 15th of every month or quarterly if no work was performed in a given month with a short progress report summarizing work performed during the invoice period
- EWWA evaluation report providing:
 - Summary of accomplishments and evaluation findings
 - Report on logic model output measures
 - Updated implementation budget
 - Status of WWA member contributions
- Draft proposed EWWA Program Plan and Implementation Strategy for 2024-26 with updated funding plan

Task 2: Whatcom Water Alliance Member Support

WCD will work to improve coordination, collaboration and communication among WWA members and public water utilities in Whatcom County to achieve greater efficiency and effectiveness in delivering retail water services. Tasks will include:

- Membership support and meeting facilitation
- Quarterly member communications with outreach toolkit
- WUE reporting reminders and support
- Update and management of Data Portal
- Collection and reporting of WUE data from members
- Building membership participation

Deliverables:

- Quarterly facilitated meetings that ensure an engaged membership and recruitment of new members.
- Quarterly member communications toolkits to enhance reach of coordinated outreach strategy.
- WUE data collection and reporting for collective impact of WWA membership

Task 3: Outreach & Education Program

Historically in Whatcom County each water purveyor, municipality or district has created their own unique water used efficiency outreach strategy. With this Enhanced WWA program, these efforts, funding and time, can be leveraged for the county as a whole. Through this effort a comprehensive and

robust program will reinforce messaging and reach a broader and more diverse audience using a multi-media outreach strategy and coordinated website.

The WWA household water use rebate program will be available to Whatcom County residential water-use customers, managed through Whatcom Conservation District and available through the Whatcom Water Alliance website on the Rebate Program page. Rebates to individuals are not funded out of this agreement. This agreement funds the rebate program marketing and outreach. Additionally, in collaboration with the Whatcom Coalition of Environmental Educators, a comprehensive youth education program will be expanded.

Work completed under this task will include:

- Content development and management of the Whatcom Water Alliance website
- Develop and implement a multi-media WUE multi-media outreach campaign building on successful strategies used in 2021 and 2022
- Administration and outreach for county-wide rebate program
- Establish a youth education program for select school districts for Spring and Fall 2023
 - 2 school districts, 9 schools, ~22 classes and ~460 students

Deliverables:

- Management and improvement of a coordinated Whatcom Water Alliance website
- Provide access to electronic files of advertisements, educational materials and social media toolkit
- Rebate program outreach materials and metrics
- Copy of lesson plans used for 4th grade students
- Number of classrooms and students reached through in-person education

EXHIBIT B - BUDGET

Domestic-Municipal Water Use Efficiency Project

Implementation of the Enhanced Whatcom Water Alliance Program

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the actual composite hourly rates of personnel working on this project.

*Composite rates are based on actual taxes and benefits, which may vary by month. Estimated hourly composite rates are provided below. Revised Composite Rate forms will be provided to the County for any rate changes upon adjustment. The total budget is not to exceed **\$33,400**. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. For mileage reimbursement submit: copies of mileage records, including the name of staff member, date of travel, and number of miles traveled. Lodging and per diem for training shall not exceed the GSA rate for the location where training is provided. Other expenditures such as supplies, postage, and rentals shall be reimbursed at actual cost. Expense reimbursement requests must be accompanied by copies of paid invoices. Contractor certifies that all personnel charging to this contract are program personnel and are not also included in the Contractor's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Employee Title	Max 2023 Hourly Rate	Estimated 2023 Comp Rate	Admin Task 1 Hours	Member support Task 2 Hours	Outreach and Youth Education Task 3 Hours	total per staff per year	monthly hours per staff	Total cost per employee
Planner	\$30.06	\$ 45.58				0	0	\$ -
Admin	\$36.55	\$ 56.64	24			24	2	\$ 1,359.36
Habitat Planner	\$36.55	\$ 63.61				0	0	\$ -
Farm Planning Coordinator	\$38.23	\$ 64.14				0	0	\$ -
Habitat Coordinator	\$43.59	\$ 77.61				0	0	\$ -
Planner	\$28.64	\$ 47.97				0	0	\$ -
Ed Assistant	\$27.27	\$ 39.58		101	160	261	22	\$ 10,330.75
Wetland Specialist	\$36.55	\$ 61.93				0	0	\$ -
Wildfire Specialist	\$30.06	\$ 45.58		23		23	2	\$ 1,048.34
Data Coordinator	\$31.57	\$ 48.55				0	0	\$ -
HIP Coordinator	\$36.55	\$ 56.35				0	0	\$ -
GIS Tech	\$44.33	\$ 67.15				0	0	\$ -
District Manager	\$54.59	\$ 83.27				0	0	\$ -
Ed Coordinator	\$40.53	\$ 70.62	70	40	30	140	12	\$ 9,886.80
Scientist	\$30.06	\$ 44.94				0	0	\$ -
Outreach Specialist	\$21.54	\$ 33.86			60	60	5	\$ 2,031.60
		hours per task	94	164	250	508		
		S&B per task	\$6,302.76	\$ 6,822.75	\$ 10,483.00	\$ 23,608.51	sub-total	\$ 24,656.85
		plus 30% overhead	\$1,890.83	\$ 2,046.82	\$ 3,144.90	\$ 7,082.55	Overhead 3	\$ 7,397.05
		S&B plus overhead	\$8,193.59	\$ 8,869.57	\$ 13,627.90	\$ 30,691.06	personal	\$ 32,053.90
		Supplies/ postage/ printing			1046		Supplies/ postage/ printing	\$ 1,046.10
		Mileage		50	150		Mileage	\$ 200.00
		Subscriptions		100			Subscription	\$ 100.00
		Total per task	\$8,193.59	\$ 9,019.57	\$ 14,824.00	\$ 32,037.16	Total	\$ 33,400.00

EXHIBIT C - INSURANCE
Domestic-Municipal Water Use Efficiency Project
Implementation of the Enhanced Whatcom Water Alliance Program

Enduris
EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:

Whatcom Conservation District
6975 Hannegan Road
Lynden, WA 98264

MEMORANDUM#: 2023-00-271

EFFECTIVE: September 1, 2022 through August 31, 2023

This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

CERTIFICATE HOLDER:

Whatcom County Flood Control Zone District
322 N. Commercial St., Suite 200
Bellingham, WA 98225-4042

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY	\$1,000,000	\$2,000,000
<i>Professional Liability</i>	\$1,000,000	\$2,000,000
<i>Personal Liability</i>	\$1,000,000	\$2,000,000
<i>Products – Complete Operation</i>	\$1,000,000	\$2,000,000
AUTO LIABILITY	\$1,000,000	\$2,000,000
<i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i>	\$1,000,000	\$2,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
<i>Per Occurrence Aggregate</i>	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
<i>Property</i>	N/A	N/A
<i>Mobile Equipment</i>		
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: N/A	N/A	N/A

CANCELLATION:

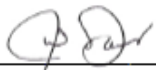
Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Evidence of Member Coverage to contracted party

Reference: 2023 Interlocal Agreement

Domestic-Municipal Water Use Efficiency Project


Authorized Representative
November 1, 2022

enduris
WASHINGTON

1610 S Technology Blvd, Suite 100 - Spokane Washington – 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875

Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-100-02007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers.

However, Enduris can cover the contractual liability undertaken by its members in most cases. As long as the contract between an Enduris member and a third party qualifies as a “member contract” and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district’s indemnity obligation should also be covered.

Enduris Washington’s memorandum of coverage (MOC) contains the definition of a “member contract” as follows:

SECTION IV – DEFINITIONS

[...]

M. Member Contract means a written contract that satisfies all of the following:

1. The agreement pertains to the Named Member’s routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;
2. The agreement was entered into prior to the damage for which a claim is made.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member’s routine governmental operations. A Member Contract also does not include the indemnification of any person or organization for damages by fire, explosion, or water damages to premises rented or loaned to the Named Member.

Reliability in a Risky World

1610 S. Technology Blvd., Suite 100 | Spokane WA 99224 | T: 800-462-8418 |
www.enduris.us



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-671

File ID:	AB2022-671	Version:	1	Status:	Agenda Ready
File Created:	11/10/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Washington State Department of Children, Youth and Families to provide funding for the Nurse Family Partnership Program in the amount of \$414,362.59 for a total amended agreement amount of \$806,056.18

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Washington State Department of Children, Youth and Families (DCYF) –
Nurse Family Partnership Agreement Amendment #2
DATE: November 10, 2022

Attached is an Interlocal Agreement amendment between Whatcom County and Washington State DCYF for your review and signature.

■ **Background and Purpose**

The Nurse Family Partnership (NFP) Program is an evidence-based, community health program that transforms the lives of vulnerable babies born to at-risk, first-time mothers. Nurses conduct home visits with pregnant and parenting mothers and educate parents on child development, safety and health. As a result, the health of young children in our community improves. This Agreement provides funding for the Health Department's NFP Program. This amendment extends the Agreement through 07/31/2023 and updates the statement of work, deliverables and reporting requirements.

■ **Funding Amount and Source**

This Agreement provides \$414,362.59 in funding between 07/01/2022 – 07/31/2023. Funding is provided by the Home Visiting Services Account (HVSA) established in RCW 43.215.130 and is administered by DCYF. These funds will be included in the 2022-2023 budgets. Council approval is required per WCC 3.06.010, as new grant funds exceeding \$40,000 are provided by this amendment.

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



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. 202109028 – 2	
Originating Department:		85 Health	
Division/Program: <i>(i.e. Dept. Division and Program)</i>		8530 Community Health / 853020 Healthy Children & Families	
Contract or Grant Administrator:		Ann Beck	
Contractor's / Agency Name:		WA State DCYF	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> 202109028
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s):		22-1174-01 CFDA#:
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center: 621210
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 391,693.59		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$ 414,362.59			
Total Amended Amount: \$ 806,056.18			
Summary of Scope: This contract provides funding for high quality home visiting services to vulnerable families using the NFP Program model for purposes of improving outcomes for participants and strengthening the coordination of services.			
Term of Contract:	2 Years		Expiration Date: 07/31/2023
Contract Routing:	1. Prepared by:	JT	Date: 11/02/2022
	2. Attorney signoff:	RB	Date: 11/09/2022
	3. AS Finance reviewed:	Bbennett	Date: 10/04/2022
	4. IT reviewed (if IT related):		Date:
	5. Contractor approved:		Date:
	6. Submitted to Exec.:		Date:
	7. Council approved (if necessary):	AB2022-671	Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:



INTERLOCAL AGREEMENT
Home Visiting Services Account: Nurse Family Partnership
AMENDMENT #22-1174-02 TO CONTRACT #22-1174

THIS CONTRACT entered into by and between the State of Washington, acting by and through the Department of Children, Youth, and Families, a department of Washington State government (hereinafter referred to as "DCYF") and Whatcom County, a Municipality, doing business as Whatcom County Health Department, (hereinafter referred to as "Contractor"), located at 509 Girard St, Bellingham WA 98225, is amended effective July 1, 2022 through July 31, 2023 as follows:

CONTRACTOR BUSINESS ADDRESS

Whatcom County
509 Girard St
Bellingham WA 98225
TIN: 91-6001383
UBI: 371-010-246

CONTRACTOR CONTRACT MANAGER

Judy Ziels
jziels@co.whatcom.wa.us
Phone: (360) 778-6130

DCYF ADDRESS

Department of Children, Youth, and Families
PO Box 40970
Olympia WA 98504-0970

DCYF PROGRAM CONTRACT MANAGER

Ivon Urquilla
Prevention Services Program Specialist
ivon.urquilla@dcyf.wa.gov
Phone: (360) 725-4695

AMENDMENT PURPOSE

The purpose of the contract amendment is to extend the contract through July 31, 2023.

SECTIONS CHANGED

Section 4 – Period of Performance, contract end date extended to July 31, 2023.

The funding period of this amendment is from July 1, 2022 through June 30, 2023 and all services must be provided by June 30, 2023; however, the end date of this contract is extended to July 31, 2023, to allow time for data to be received and final reports to be completed.

Exhibit A – Statement of Work, revised and replaced

Exhibit B – Budget, added funding for FY23

Exhibit C – Deliverables; added deliverables for FY23

Attachment 4 - Data Collection, Reporting and HVSA Aligned Measures; updated for FY23

Reference Documents: added FY23 Timeline for Reporting and Submission of Deliverables.

Amendment Effective Date: July 1, 2022

Amended Contract Maximum: \$805,918.18

	Previous	Change	New Total
State Funds:	\$391,693.59	\$414,224.59	\$805,918.18

Amended Contract Dates:

Contract Start Date: July 1, 2021

Previous End Date: July 31, 2022

Amended End Date: July 31, 2023

EXHIBITS AND ATTACHMENTS

Exhibit A – Statement of Work Amendment 1 is hereby revised and replaced with Amended Exhibit A – Statement of Work Amendment 2 attached and incorporated herein as though set forth in full.

Exhibit B – Budget Amendment 1 is hereby revised and replaced with Amended Exhibit B – Budget Amendment 2 attached and incorporated herein as though set forth in full.

Exhibit C – Deliverables is hereby revised and replaced with Amended Exhibit C – Deliverables Amendment 2 attached and incorporated herein as though set forth in full.

Attachment 4 – Data Collection, Reporting and HVSA Aligned Measures is hereby revised and replaced with Amended Attachment 4 – Data Collection, Reporting and HVSA Aligned Measures Amendment 2 attached and incorporated herein as though set forth in full.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

SIGNATURES

The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract Amendment. This Contract Amendment shall be binding on the parties only upon signature by both of them.

Whatcom County

**DEPARTMENT OF CHILDREN,
YOUTH, AND FAMILIES**

Signature

Signature

Name

Name

Title

Title

Date

Date

APPROVAL AS TO PROGRAM: Approved by email AB/JT 11/02/2022
Ann Beck, Community Services Manager Date

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

APPROVAL AS TO FORM: Approved by email RB/JT 11/09/2022
Royce Buckingham, Senior Civil Deputy Prosecutor Date

CONTRACTOR INFORMATION:

Washington State Department of Children, Youth and Families
PO Box 40970
Olympia, WA 98504-0970
Kristine.Gorgas@dcyf.wa.gov



Exhibit A - Statement of Work

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1. Definitions.

The following terms, as used throughout this Contract, shall have the meanings set forth below:

- a. **“Actively Enrolled”** means those home visiting program participants who are still enrolled in the home visiting program, have some enrollment time during the reporting period, and have participated in at least one (1) home visit or encounter within 3 months of the end of the reporting period. This may include participants who newly enrolled in the period.
- b. **“Administrative Supervision”** means supervision provided to staff involving adhering to and implementing agency policy and procedures, paperwork, data collection, report writing, coordinating, monitoring productivity, and evaluating performance.
- c. **“At-Risk Community”** means a community for which indicators of risk are present in greater proportion than in Washington as a whole according to the statewide Home Visiting Needs Assessment.
- d. **“Benchmarks”** means the federally or state required performance measures that will be measured and reported on through this Contract.
- e. **“Clinical Supervision”** means regular supervision of staff involving program methods and models, fidelity, curriculum, screening tools and procedures, case reviews, goal setting with families, reviewing and evaluating client progress, teaching, and providing guidance and advice.
- f. **“Confidential Information”** means information that is protected from public disclosure by law. There are many state and federal laws that make different kinds of information confidential. In Washington State, the two most common are the Public Records Act RCW 42.56, and the Healthcare Information Act, RCW 70.02. This includes names; postal address information (other than town or city, state and zip code); telephone numbers, fax numbers, e-mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; web universal resource locators (URLs); internet protocol (IP)

address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.

- g. **“Continuous Quality Improvement (CQI)”** means a systematic approach to specifying the processes and outcomes of a program or set of practices through regular data collection and the application of changes that may lead to improvements in outcomes, process, and performance.
- h. **“Cumulative Families Served”** means the number of home visiting participants who received a home visit or encounter within 3 months of the last day of reporting period; this may include families who have entered and or exited during the reporting period.
- i. **“DCYF”** means the Department of Children, Youth and Families.
- j. **“De-identified Data”** means health information that does not identify an individual and that there is no reasonable basis to believe that the information can be used to identify an individual, as specified in 45 C.F.R. § 164.514(e)(1).
- k. **“Deliverable”** means the delivery of home visiting services and/or a tangible work product resulting from this contract which is to be documented, described, reported and/or provided to DCYF in the form and manner required by this contract.
- l. **“DOH”** means the Department of Health.
- m. **“DSA”** means Data Sharing Agreement.
- n. **“Encounter”** means two-way interactions with families via in-person, email, text or phone call with minimal or no model content.
- o. **“Enhancements or Adaptations to home visiting model”** means adaptations to programs including changes to the model that have not been tested with rigorous impact research but are determined by the Model Developer not to alter the core components related to program impacts.
- p. **“Enrollment”** means a family is considered to be enrolled in a home visiting program as of the date of the first home visit during which the participant voluntarily consents to participate and signs a written participant agreement. All services must be voluntary.
- q. **“Evidence-based Home Visiting Models”** means home visiting models meeting specific evidence standards as outlined and approved by the federal Health Resources and Services Administration’s (HRSA) MIECHV program and selected by local implementing agencies for funding through the HVSA.
- r. **“FERPA”** means “Family Educational Rights and Privacy Act” that protects the privacy of student education records, with regulations found at 34 CFR Part 99.
- s. **“FLO”** means the Penelope data collection system to be used by the national Nurse Family Partnership program.
- t. **“HIPAA Rules”** means the “Health Insurance Portability and Accountability Act Rules” and includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R., Part 160 and Part 164.
- u. **“Home Visit”** means an in-person, virtual, or telephone visit with an enrolled participant meeting model expectations for content and duration. More information about the definition of a home visit is located in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
- v. **“HRSA”** means the United States Department of Health and Human Services: Health Resources and Services Administration.
- w. **“HV”** means home visiting.
- x. **“HVSA”** means the Home Visiting Services Account established in RCW 43.215.130.

- y. **“HVSA Aligned Measures”** means those performance measures described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures* of this Contract.
- z. **“Implementation HUB”** means the central administration of Implementation Science-informed supports, training, coaching, and technical assistance for home visiting services in Washington State as provided by Start Early. “Implementation Hub” is also known as ‘The HUB.’
- aa. **“Implementation Science” (IS)** means, a framework to promote the full and effective use of evidence- based programs and evidence-informed innovations so that outcomes shown in research are achieved and sustained.
- bb. **“Local Implementing Agency (LIA)”** means local agency funded through the HVSA contract that provides direct home visiting services and tasked with establishing the local infrastructure necessary for successful implementation and provision of the selected evidence-based HV research based or promising practices home visiting models.
- cc. **“Maximum Service Capacity”** means the highest number of families or households that could potentially be enrolled in the Contractor’s home visiting program at any point in time if the program were operating with a full staff, as described in Section 4.a., and at full enrollment, as set forth in Section 6.c.
- dd. **“Memorandum of Understanding (MOU)”** means an agreement, between Contractor and partners, organizations, individuals, agencies and/or other entities in the local service area to provide wraparound services, additional resources, in-kind services, and/or use of facilities to Contractor in order to best meet the goals of the Local HVSA Program. MOUs will serve to leverage community resources and address the existing service gaps and needs of participants and promote successful implementation and operation of the Local HVSA Program.
- ee. **“Model Developer”** means an entity or its designee responsible for the development of an identified evidence-based HV model for defining and monitoring fidelity to the model.
- ff. **“NFP”** means the Nurse-Family Partnership home visiting model. Nurse-Family Partnership (NFP), considered an evidence-based model for the purposes of this contract. Nurse Family Partnership National Service Office, www.nursefamilypartnership.org.
- gg. **“PSRS”** means the Prevention Services Reporting System, an online electronic reporting system managed by the Department of Children, Youth, and Families for contractor submission of deliverables.
- hh. **“Priority Populations”** means the populations from which clients who receiving home visiting services through this Contract are recruited, defined in Section 5.c of this Contract.
- ii. **“Promising Practices Home Visiting Models”** means home visiting models approved by Washington State HVSA that have demonstrated impacts through evaluation results and selected by local implementing agencies for implementation through the HVSA. This definition includes a program or practice model that is based on statistical analysis or a well-established theory of change, shows potential for meeting the ‘evidence-based’ or ‘research-based’ criteria, which could include the use of a program that is evidence-based for outcomes other than the alternative use, but does not meet the evidence-based standards for Maternal, Infant and Early Childhood Home Visiting program funding.
- jj. **“Reflective Supervision (RS)”** means a distinctive form of competency-based professional development provided to multidisciplinary early childhood home visitors that emphasizes relationship development between home visitor and supervisor, between home visitor and parent, and between parent and infant/toddler. Reflective supervision attends to the emotional content of the work and how reactions to the content affect the work.
- kk. **“Service Area”** means the geographical area defined by geographic boundaries where the priority populations reside or where a specific group of eligible participants will be served by Contractor.
- ll. **“Start Early”** means the private partner to be responsible for supporting the HVSA account by providing TTA through the implementation Hub to LIAs as described in RCW 43.216.130.

- mm. **“State Model Lead”** means the HV program model representative that provides contractors with HV services, supports and TTA in coordination with the Implementation HUB.
- nn. **“TANF”** means Temporary Assistance for Needy Families administered through the Department of Social and Health Services (DSHS).
- oo. **“TTA”** means Training and Technical Assistance and may include coaching and consultation activities.
- pp. **“WorkFirst”** means the program for TANF families who are required to participate in certain work-related activities.

2. Background

- a. The Home Visiting Service Account (HVSA) is a legislatively mandated private- public partnership (RCW 43.216.130) that funds high quality home visiting programs so that:
 - (1) Children are healthier and better prepared for school
 - (2) Parent-child bonds are stronger
 - (3) Abuse and neglect are less likely
- b. The HVSA prioritizes funding towards meeting the needs of Washington’s diverse populations, particularly those families and communities demonstrating the highest needs.
- c. Ultimately, the HVSA is working to ensure that home visiting services are embedded in and contribute towards comprehensive, high quality early childhood systems so that families have access to high quality information, services and supports prenatally through Kindergarten entry.
- d. Programs funded through the HVSA and administered by DCYF aim to improve the health and well-being families furthest from opportunity, understanding there are windows of opportunity to influence family and child development that occur in the context of community and society. Contractor shall implement the HVSA-approved home visiting model with the intent of improving outcomes for participants and strengthening coordination of services.
- e. Washington’s home visiting programming is impacted by a wide range of contextual factors and circumstances. During state FY 2022, exceptional circumstances created by the COVID 19 pandemic resulted in modification of service components and delay of others. In light of these circumstances that will continue indefinitely into the SFY2023 contract term, this contract allows for minor shifts in contract terms that are aligned with program model expectations and the goals set forth in section 2.a. Such shifts must be approved in writing by DCYF.

3. Model Fidelity

- a. The Contractor shall maintain fidelity to the Nurse Family Partnership program model as defined as ongoing adherence to specified criteria and components described by the Nurse Family Partnership Model Developer. For home visiting programs that are not evidence based, the promising practices Contractor will work with a DCYF-authorized provider of technical assistance to adhere to model fidelity indicators established in prior contracts throughout the term of this contract.
 - (1) National Model Standing: Contractor will ensure adherence to Nurse Family Partnership program model standards for the duration of this contract, as indicated through a written letter with certification of good standing status and/or active, ready to implement status from the Nurse Family Partnership national organization for evidenced based programs. The letter shall be delivered to DCYF with the Quarter 2 Progress Report.
 - (2) Contractor must obtain prior written approval by the model developer and DCYF before implementing enhancements or adaptations to the home visiting model.
- b. **For Jefferson County NFP and YVMH NFP:** If Contractor subcontracts for delivery of home visiting services, then the subcontract must receive prior approval from DCYF, and the subcontractor must comply with all sections of this Scope of Work.

4. Staffing, Supervision and Training

a. Staffing Level:

Contractor shall maintain staffing levels sufficient to comply with the home visiting program model to meet required goals and objectives through adherence to the staffing plan outlined as follows:

Staffing Plan by Position Type	a. i502 State Funds	b. General State Funds	c. HVSA Total
Home Visitor FTE Total	1.90	.20	2.10
HV Supervisors FTE Total -- <i>time delivering home visiting services, if applicable</i>			
Supervisor FTE Total -- <i>time dedicated to supervision</i>			
Admin Support Staff FTE Total			
Data Support Staff FTE Total			
Management Staff FTE Total			
Additional Direct Service Staff FTE Total			

b. Home Visiting Supervisor and Home Visitor Qualifications:

Contractor shall comply with the Nurse Family Partnership home visitor supervisor and staffing qualification requirements throughout the term of this contract. If there are no model requirements, the Contractor shall work with the DCYF-authorized provider of technical assistance, Start Early WA, to establish qualifications. The definitions shall be included with the model fidelity letter submitted by the Contractor as described in Section 3.a. The Contractor shall adhere to these definitions of home visitor supervisor and staffing qualifications throughout the entire term of this contract.

c. Sub-Contracting: With prior approval from DCYF, Contractor may hire directly or subcontract with clinical staff, other support staff, or consultants to provide topic-specific expertise or clinical support to home visiting staff. If Contractor hires clinical staff or contracts out for other support services, Contractor will be required to adhere to model and data collection requirements and provide periodic updates on the activities carried out by the clinical staff, consultant, and/or subcontract.

d. Background Checks:

The Contractor shall conduct reference and background checks on home visiting staff prior to allowing home visiting staff to perform work pursuant to this contract. Reference and background check information for each employee shall be retained in the employee's personnel files.

e. Supervision of Home Visitors:

Contractor shall comply with the supervision requirements of Nurse Family Partnership program model as follows:

- (1) Supervision Ratios: Contractor shall comply with program model requirements for the ratio of supervisors to home visitors throughout the term of this contract. If no model requirements exist, Contractor shall comply with requirements established with the DCYF-authorized technical assistance provider throughout the term of this contract.
- (2) Supervision Schedule Hours: Contractor shall comply with the following supervision schedule:
 - (a) A minimum of two (2) hours per month of individual reflective supervision for each home visitor working .5 FTE or more; and
 - (b) A minimum of one (1) hour per month of group supervision, case conferencing, or staff meetings for all home visitors;
 - (c) A minimum of one (1) hour per month for each home visitor working 0.5 FTE of administrative and clinical supervision;
 - (d) The parties may agree in writing to an alternative supervision schedule.

f. Staff Training and Ongoing Professional Development:

- (1) The Contractor shall require that all home visitor and supervisor staff adhere to the training requirements, professional development, and continuing education requirements established by the model developer and DCYF. Training requirements for home visitors, supervisors, and home visiting coordinators shall include, but not be limited to the following:
 - (a) New and ongoing model training,
 - (b) Ongoing professional development and continuing education required by the Nurse Family Partnership model,
 - (c) Training required by the DCYF on data collection methods, Continuous Quality Improvement, and other topics, which may include the NEAR@Home Toolkit, Facilitating Attuned Interactions, Intimate Partner Violence, Healthy Families Parenting Inventory, Parenting Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO), and other topics to be determined.
 - (2) Upon request, the Contractor shall deliver to DCYF documentation pertaining to all staff training, professional development, and continuing education described in this Section.
- g. HVSA Orientations, Webinars and Meetings:
Contractor shall attend and participate in statewide HVSA All Program Meetings conducted in Washington State. Required attendance shall include, at a minimum, the Contractor's lead staff persons or the home visiting program manager. Attendance at the HVSA Statewide meetings shall include, but not be limited to, the following:
- (1) The DCYF Webinars and Office Hours to occur on dates to be determined.
 - (2) At least two (2) full-day Semi-Annual Statewide Meetings, one to be held remotely and one to be held in Washington State in the greater Seattle/Tacoma area on dates to be determined;
 - (3) At least three (3) Nurse Family Partnership Supervisor Meetings in locations and on dates to be determined;
- h. Staff Retention Practices:
To ensure continuity of high quality service delivery, the Contractor shall develop and implement policies and practices to recruit and retain qualified staff in the home visitor and supervisor positions.
- i. Staffing Vacancy Plans:
To avoid service disruption in the event of a short- or long-term staffing vacancy, the Contractor shall establish and implement vacancy plans to fill vacant home visitor and supervisor positions to ensure continuity of home visiting services, minimal client turnover, and adequate supervision.

5. Service Area and Recruitment of Priority Populations

- a. Service Area:
Contractor agrees to deliver home visiting services to priority populations, defined in Section 5.d who reside in the following counties or sub-county areas:
- (1) **Whatcom County**
- b. Age of Service
Findings in brain science research confirms the importance of supporting families and caregivers during the first years in a child's life. The Contractor shall prioritize enrollment for prenatal families, and families with infants and toddlers, up to 36 months.
- c. Priority Populations:
Contractor shall sustain internal practices to serve, from among the HVSA Priority Populations. Priority Populations are defined as eligible participants with two or more of the following characteristics:
- (1) Demographic Characteristics:
 - (a) American Indian/Alaskan Native
 - (b) Poverty/Low Income
 - (c) Teen Parents

- (d) Non-English Speaking or Recent Immigrant
 - (e) Enrolled in WorkFirst/TANF
- (2) Adverse Experiences
 - (a) Prior Child Welfare System Involvement
 - (b) Intimate Partner Violence
 - (c) Familial History or current experience with Substance Use, including Tobacco
 - (d) Caregiver Mental Illness
 - (e) Current and Previously Incarcerated Parents
 - (f) Homeless/Unstable Housing
- (3) Other Characteristics
 - (a) Caregivers with Low Educational Attainment
 - (b) Caregivers with Developmental Delays or Disabilities
 - (c) Caregiver currently or formerly in the Military
 - (d) Children with Developmental Delays or Disabilities, especially those not linked with early intervention services
- d. The Contractor shall prioritize enrollment for participants from the following population groups:
 - (1) **At least 12 families from the Lummi Nation.**
- e. Outreach Efforts:
 - (1) The Contractor shall create and implement an outreach plan to reach families to be served from among the priority populations.
 - (2) The Contractor shall document outreach efforts and referral sources for potential and enrolled participant including those who decline services.
 - (3) Contractor shall provide to DCYF in its quarterly reports description of barriers to reaching the intended populations. Any proposals to adapt the priority population shall be supported by community data and approved by DCYF.

6. Participant Enrollment, Retention, and Caseload Maintenance

- a. The maximum service capacity (total number of funded slots), apportioned by funding source, for this contract shall be:

a.	b.	c.
i502 State Funds	General State Funds	HVSA Total
52		52

- b. Plan for Recruitment of Participants: Contractor shall document and implement a comprehensive plan for participant recruitment, engagement, and retention aligned with the Nurse Family Partnership program model to ensure ongoing enrollment of priority populations as described in Section 5.
- c. Voluntary Services: The Contractor shall implement program policies and procedures to ensure home visiting services are provided to program participants on a voluntary basis. For every participant enrolled, Contractor must obtain consent to participate indicating that expectant parents, parents, or caregivers agree to voluntarily enroll in Contractor's home visiting services. Consent forms or participant agreements must explicitly state that home visiting services are voluntary, and the consent must be agreed upon with electronic or paper format including the date by the participant upon enrollment. Consent must be maintained in the participant file in paper or electronic form. Consent agreement should be written in plain language and be available in multiple languages. When potential participants have barriers with literacy, the consent should be explained in the participant's primary language, which may require interpretation. When interpretation is utilized,

signatures should be obtained on the consent form from the interpreter. Sample consent form(s) are available at on the home visiting page of the DCYF web site.

- d. Caseload Maintenance: Contractor shall build and maintain an active participant caseload in accordance with Nurse Family Partnership model requirements. Throughout the entire term of this contract, Contractor shall aim to serve an active Maximum Service Capacity of 52 families.
 - (1) Quarterly caseload will be calculated by averaging the Cumulative Families Served in each of the 3 months of the quarter.
 - (2) The quarterly average Cumulative Families Served must meet or exceed 85% of the Maximum Service Capacity (funded slots).
 - (3) DCYF will initiate review and improvement processes described in the Attachment entitled *Contract Monitoring, Compliance and Non-Compliance* if the Contractor's Cumulative Families Served falls below 85% of the Maximum Service Capacity for two consecutive quarters.
- e. Policies and Procedures for Participant Enrollment, Disenrollment, Re-Enrollment, and Transfer: Contractor shall develop, maintain, and implement written policies and procedures that are consistent with and in alignment with Nurse Family Partnership model fidelity. The written policies and procedures shall include, but not be limited to, the following:
 - (1) Enrollment and Disenrollment: A description of the timeline and process for dis-enrolling families upon graduation as well as what measures are taken and the timeline when contact with a family is lost. If the program model allows for an alternative visit schedule, the Contractor must have documented procedures for how alternative visit schedules are determined and approved.
 - (2) Re-enrollment: A description of the process for responding to families who reapply for program participation to allow for re-enrollment in the program. Procedures should include an assessment of prior home visiting program participation, and upon re-enrolling, programs will have a system for determining if/how re-enrollment impacts timelines for program curriculum, assessment, and services as well as how families are re-oriented to the home visiting program. Programs should allow for re-enrolling families when eligible by model and when appropriate.
 - (3) Avoiding Dual Enrollment: A description of the processes to assess a family's prior and current participation in home visiting services upon application for enrollment. If a family is currently enrolled in an another HVSA funded program or model, in dialogue with the family, the Contractor's staff shall determine which program is most appropriate to meet the family's circumstances and the family will remain in the previous program or be seamlessly transitioned into the new program. It is the intent of the parties that if the family is meeting participation expectations in the originally enrolled program, enrollment should be maintained in the original program. When there is a clinical need or planned service transition for dual enrollment, Contractor will document this need in the client file and the plan for coordination of services. Contractor will develop and implement policies and procedures to seamlessly transfer enrolled families to alternate home visiting models if it best meets the interests and needs of the family and considers risks to disrupting an existing positive relationship between home visitor and family. When there are multiple HVSA funded contracted programs or models in the same service area, it is recommended that the Contractor develop a formal agreement with each program, such as a Memorandum of Understanding, to describe how the organizations will coordinate recruitment and enrollment of home visiting services.

7. Home Visits Frequency and Content

- a. Frequency of Home Visits: The number of home visits delivered to family participants shall be based on the Nurse Family Partnership program model requirements. If there are no model requirements, the Contractor shall develop with Start Early a definition of "expected frequency". The Contractor shall provide DCYF a written definition of "frequency" after such definition has been developed. The definition shall be included with the materials submitted as part of the model fidelity letter submitted by the Contractor as described in Section 3.a.
 - (1) The Contractor shall adhere to the Nurse Family Partnership model expected frequency, as described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.

- b. **Assessments, Service Content, and Referrals:** The Contractor shall administer individualized assessments of participant families, and offer services in accordance with those assessments, family strengths and needs, and in compliance with the Nurse Family Partnership model requirements.
 - (1) **Screenings:** The Contractor shall administer screenings with the frequency consistent with fidelity to the Nurse Family Partnership program model requirements, and the HVSA Aligned Measures.
 - (2) **Referrals:** The Contractor shall refer participants to services needed as identified by individual assessments and document referrals and results of referrals in the participants' files.
- c. During extenuating circumstances (e.g. the COVID-19 pandemic), specific frequency, content, assessment, and other model-required components of home visits may be modified per guidance from the program model developer and DCYF.

8. Systems Connections

- a. **Local Engagement and Collective Impact:** The Contractor shall participate in local and early learning regional coalitions (such as ELRCs) and other initiatives to support, coordinate and build connections among local early childhood partners, early intervention, Early Supports for Infants and Toddlers, child welfare, economic support services and Community Prevention and Wellness Initiative Coalitions. DCYF recommends Contractor develop Memoranda of Understanding with the Early Supports for Infants and Toddlers (ESIT) program, early intervention service providers, Early Childhood Education and Assistance Program, child welfare services, other non-HVSA home visiting programs and early learning providers within the service area. The intended purpose of the MOUs is to describe the role of each partner in service coordination, referrals, information sharing, and family transitions.

9. Data Collection and Evaluation Requirements

- a. **Evaluation Purpose and Overview:** The parties understand and agree that the HVSA data collection and evaluation requirements are designed to (1) inform the various stakeholders of home visiting in Washington State, (2) provide an understanding for how home visiting programs are working in Washington, and (3) describe how home visiting programs contribute to an early learning system that ensures all children start life with a solid foundation for success. The HVSA also reports to federal, state, and private funders the impacts of their investments.
 - (1) While DCYF is the administrator of the HVSA, DCYF contracts with the Department of Health (DOH) to lead data collection, management, data sharing, quality assurance, reporting to support program quality and continuous quality improvement and overall HVSA evaluation efforts. DOH is the DCYF-specified contractor for data management and reporting.
- b. **Data Collection:** The Contractor shall collect data from all families, adults, and children enrolled in the home visiting program as described in this Section (Section 9). Such data collection shall comply with requirements set forth by the Nurse Family Partnership model, DCYF and the HVSA as described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures* and outlined below:
 - (1) **Performance Measures**, defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*:
 - (a) System and Program Performance Indicators;
 - (b) Enrollment and Service Utilization;
 - (c) Demographic Information; and
 - (d) Performance Payment Measures.
 - (2) Upon notification by DCYF, Contractor shall comply with any changes in data collection expectations as required of DCYF by federal or state funding sources.
- c. **Data Management:** The Contractor shall collect and input the home visiting data described in this Section 9 into the NFP/FLO data collection system. The data shall be stored, maintained, and protected as described in Exhibit C General Terms and Conditions of this Contract.

- d. **Data Accuracy:** The Contractor shall ensure that data collected represent accurately the experience of the home visiting participants, including the required screenings and assessments administered as designed. This includes assigning all clients a funding code as designated by DOH (see Section 9.f for data sharing requirements).
- e. **Timely Data Collection:** The Contractor shall comply with data collection timelines and the Performance Measures requirements described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*. Data shall be entered into the NFP/FLO data collection system within five (5) business days of data collection.
- f. **Data Sharing:** The Contractor must share with DCYF's contractor of record, DOH, the data necessary to meet data collection requirements specified in Section 9.b. and described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
Data Sharing:
 - (1) **Data Sharing Agreement (DSA):** The Contractor shall maintain an executed data sharing agreement with DOH to share confidential information, outreach, referral, enrollment, service utilization, program performance and staffing data as described in Section 9.b. to be effective throughout the term of the contract. The Contractor shall maintain documentation of execution of the data sharing agreement with DOH and submit written notice to the NFP National Service Office (NSO) authorizing the release of data to DOH in coordination with the NSO.
 - (2) **Parental Consent:** With consultation and support from DCYF and DOH, the Contractor will make every effort to seek Parental Consent to share Confidential Information with DOH throughout the entire term of the Contract; the Contractor shall seek this consent from all newly enrolled participants within the first three home visits. Required language to be used in consent agreement(s) are available on the Home Visiting page at DCYF.wa.gov.
 - (a) Participants who do not provide consent to share confidential information remain eligible to receive home visiting services.
 - (b) The Contractor shall share with DOH the consent status according to the process outlined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures* no less than monthly via Secure File Transfer (SFT).
- g. **Quality Assurance:** The Contractor shall ensure that data provided to DOH is complete and accurate.
 - (1) The Contractor shall respond within 10 business days of any request from DOH to resolve any errors or missing information for all data required in section 9.b.
 - (2) The Contractor shall strive for less than five percent missing data of all data required in Section 9.b.
 - (3) The Contractor shall review Dashboards, Quality Assurance Reports, and other data reports prepared by DOH to facilitate reflection, quality assurance and program improvement efforts.
- h. **Evaluation:** The Contractor shall participate in and cooperate with HVSA, DCYF and DCYF-specified evaluations and studies. This shall include responding to emerging and non-routine data and evaluation requests from HVSA funders and working with DCYF specified contractors. Evaluation activities shall include, but are not limited to, the following:
 - (1) Interviews, focus groups, observations and surveys;
 - (2) Planning for Performance Based Contracting;
 - (3) Other DCYF or funded evaluation efforts.
 - (4) Completion of all documentation required by the research projects within the timeframes presented.
- i. **Training and Technical Assistance on Data Collection and Evaluation:** The Contractor shall participate in and cooperate with training and technical assistance related to the topics listed below. Such participation shall include in-person and remote meetings, staff training, technical assistance opportunities, and reviews of data, reports and organizational policies and procedures. DOH may

support the Contractor in working towards and achieving contract expectations on topics including, but not limited to, the following:

- (1) Data collection;
- (2) Data sharing;
- (3) Reporting process;
- (4) Analysis and interpretation of data;
- (5) Quality assurance.

10. Continuous Quality Improvement (CQI)

- a. **Purpose and Framework:** The purpose of Continuous Quality Improvement (CQI) is to promote learning, creativity and innovation in order to strengthen practice and improve outcomes for families engaged in home visiting services. CQI activities will be designed around home visiting teams' practices, to utilize program data, and to improve the program's quality and outcomes over time. CQI is prospective and inherently encourages testing new strategies that may not always produce desired results. Integrating CQI into regular practice may require the Contractor to assess overall organizational culture for quality. DCYF will not monitor the Contractor for CQI outcomes but rather for progress on implementing the CQI Activities as outlined in this Section 10.
- b. **Training and Technical Assistance:** The Contractor shall participate in ongoing training and technical assistance associated with CQI. DCYF-specified contractors providing this training and technical assistance include Start Early and DOH who will also support the Contractor with data collection and measurement, quality improvement methodologies, implementing PDSA (Plan Do Study Act) cycles, topic specific CQI tools and resources, and the CQI Toolkit.
- c. **CQI Structure:** The Contractor shall implement the following CQI Structure during the entire contract term:
 - (1) Focus CQI activities on one of the following topics:
 - (a) Caregiver Mental Health;
 - (b) Family Engagement and Retention;
 - (c) Staff engagement and retention (Team Support and Well-Being);
 - (d) Or other topic areas approved by DCYF
 - (2) Establish an internal CQI staff team to oversee, support, and implement CQI activities to assess program processes and outcomes; the CQI Team members are expected to participate in regular CQI team meetings, CQI webinars, and CQI project activities.
- d. **CQI Activities:** The Contractor shall participate in the following CQI Activities throughout the contract term:
 - (1) Participate in monthly CQI calls/webinars to share information and learn from peers. The aim is to sustain collaboration and peer support related to improving practice and program implementation;
 - (2) Conduct rapid cycle PDSA tests and ramps, at least monthly, to test, adapt, and implement changes in their local settings;
 - (3) Track data relevant to PDSA tests and CQI activities and reflect on that data;
 - (4) Report on CQI Progress to DCYF through existing deliverables - Monthly Enrollment Reports and Quarterly Progress Reports; DCYF will share these with Start Early WA and DOH for review and feedback to the Contractor;
 - (a) As part of ongoing quarterly progress reports, the contractor will share details about their monthly PDSA testing, data collected, reflections, and any adaptations.
 - (b) Contractors experiencing Minimum Active Enrollment Caseload below 85% of the Maximum Service Capacity, as defined in Section 6 (c) of this statement of work, will report monthly via the Monthly Enrollment Report on CQI activities, including PDSA

tests, data and reflections, to address understanding and improving their Active Enrollment Caseload.

- (5) Create a plan for sustaining gains made through CQI activities.

11. Technical Assistance

- a. Technical Assistance (TA) is available to the Contractor to assist in maintaining model fidelity, implementing best practices, and assuring improving quality of home visiting service delivery. DCYF contracts with Start Early WA to provide technical assistance for the HVSA. The Contractor shall work with DCYF 's designated technical assistance provider for support in achieving contract milestones including, but not limited to, the following areas:
 - (1) Program model fidelity as described by the Nurse Family Partnership model developer and Section 3 of this Statement of Work;
 - (2) Staff qualifications, and selection and onboarding of home visitors and supervisors;
 - (3) Reflective supervision process;
 - (4) Staff retention and vacancy planning;
 - (5) Participant outreach, recruitment, enrollment and retention;
 - (6) Model specific service delivery and case planning;
 - (7) Leadership development and organizational support for home visiting model; and
 - (8) CQI planning, implementation and analysis.
- b. Technical Assistance Plan: The Contractor shall work with the DCYF-specified contractor for technical assistance to develop a Technical Assistance Plan within the first three months of this Contract.
 - (1) Technical Assistance and Coaching: The Contractor shall work with the DCYF-specified contractor for technical assistance to implement the Technical Assistance Plan throughout the duration of this Contract.
 - (2) The Contractor shall participate in monthly Technical Assistance support and a minimum of one (1) technical assistance visit led by the DCYF-specified contractor for technical assistance during the contract term, with more upon request from the Contractor.

12. Budget and Financial

- a. Program-Funding Specific Budget: The Contractor understands and agrees that funds provided under this Contract, with the exception of Performance Payment Awards described in Section 12.f. below, shall be expended by June 30, 2023 as specifically itemized line by line in Exhibit B Budget.
 - (1) Any requests for shifts between categories (pay points of the budget) within a funding source must receive prior written approval from DCYF; transfers across expense categories (pay points of the budget) in excess of 10% of the total for each funding source will not be made without prior written approval from DCYF and may require a contract amendment.
 - (2) No shifts may occur across funding sources.
- b. Financial Management: The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls. Written policies and procedures include, but are not limited to: accounts payable, payroll, procurements, sub-recipients/subcontractors, travel, and equipment inventory processes. The Contractor shall make such policies and procedures available to DCYF upon request.
- c. Supplantation: The Contractor shall ensure that HVSA funds received under this contract will be used to supplement and not supplant the amount of federal, state, and local funds otherwise expended for work performed under this Contract.
- d. Travel: The Contractor shall receive compensation only for lodging, per diem, and meal expenses at current state travel reimbursement rates and in accordance with the State of Washington Office of

Financial Management Travel Regulations. Current rates for travel may be accessed at: <http://www.ofm.wa.gov/resources/travel.asp>. When the lowest available lodging rate exceeds the current state travel reimbursement rates or the lodging provider requires a government-issued identification card in order to receive the state per diem rate and the Contractor is not a government-based entity, an exception may be made only when pre-approved in writing by the Contractor's director or authorized designee (i.e. finance director), documented, and available for review. Travelers must be prudent when planning and conducting essential business travel, ensuring they select travel alternatives that are the most economical. Appropriate planning must take place to avoid unnecessary travel in the performance of work assignments, seeking alternatives such as teleconference calls, video and web collaboration, and conferencing. Contractor's travel policy is subject to review during ongoing or in-depth fiscal monitoring.

- (1) Additional training or other professional development opportunities may be presented throughout the term of this contract. DCYF at its sole discretion may pay for these costs directly.
- e. Indirect Costs: The Contractor may claim the indirect rate based on one of three options: the rate negotiated with its cognizant federal agency, also known as the federally approved cost allocation plan; the rate negotiated with DCYF, not to exceed the federally approved cost allocation plan; or the rate calculated at 10% of modified total direct costs.
- (1) If claiming the federally negotiated rate, the Contractor must supply, preferably via email, the documentation verifying the federally approved rate. The Contractor's indirect rate plan and procedure are subject to review during ongoing or in-depth fiscal monitoring.
 - (2) The Contractor's indirect cost plan must comply with the CFR part 200.56.57 and 200.414 Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. The CFR can be found at the following link: [Electronic Code of Federal Regulations](#).
- f. Performance Payment Awards: During the term of this contract, the Contractor will be eligible to receive an additional monetary award, based on available funding and achievement of any combination of the following the Performance Milestones described in this Section 12.f.
- (1) DCYF will review data provided by the Contractor and DOH to confirm achievement of the milestones described in this Section prior to issuance of any Performance Payment Award.
 - (2) Quarterly Home Visiting Enrollment Performance Milestone:
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following milestone:
 - (a) The Contractor maintains an average Enrollment of 90% or greater of their Maximum Service Capacity during the quarter, as measured by the average of the number of families actively enrolled on the last day of each of Month 1, Month 2 and Month 3 of the quarter divided by the Maximum Service Capacity (total number of possible families as defined in Section 6.c.).
 - i. The calculation of Enrollment for this performance award will be limited to the number of prenatal families and families with enrolled children up to 60 months of age.
 - ii. DCYF may award the greater of \$250 or 0.125% of the SFY2023 contractor's budget, excluding performance payments, for each quarter where the contractor meets or exceeds the 90% milestone.
 - (3) Family Retention Performance Milestone:
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following one or both milestones:
 - (a) Twelve-month Family Retention Performance Milestone:
The Contractor's 12-month participant engagement performance, as defined by the number of participants engaged in the program for 12 months after enrollment.

- i. DCYF may award \$40 for each participant who has not exited and remains engaged in the program for 12 months after enrollment, as indicated by receiving a home visit, on a date between 30 days before and 30 days after the 12-month anniversary of their enrollment date, as defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
 - ii. DCYF may award an additional \$30 for each participant who meets the 12-month retention milestone above and reports at least two of the demographic characteristics related to early exits as described in Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
 - (b) Eighteen-month Family Retention Performance Milestone:
The Contractor's 18-month participant engagement performance, as defined by the number of participants engaged in the program for 18 months after enrollment.
 - i. DCYF may award \$30 for each participant who has not exited and remains engaged in the program for 18 months after enrollment, as indicated by receiving a home visit on a date between 30 days before and 30 days after the 18-month anniversary date of their enrollment date, as defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
 - ii. DCYF may award an additional \$20 for each participant who meets the 18-month retention milestone above and reports at least two of the demographic characteristics related to early exits as described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
 - (c) For either the 12-month or 18-month retention milestones, if participant data is missing for the demographic characteristics related to early exits, the performance payment will be calculated assuming the participant has no characteristics related to early exits.
 - (d) For either the 12-month or 18-month retention milestones, if the anniversary home visit occurs after June 30, the milestone will be calculated and awarded in the subsequent fiscal year.
- (4) Depression Screening and Follow-up Performance Milestones:
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of either one or both of the following milestones:
- (a) Depression Screening Performance Milestone:
The Contractor's performance on HVSA Depression Screening Performance Measure defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*. Contractor completion of a depression screening for a participating primary caregiver using an approved, validated tool within 3 months postpartum (if enrolled prenatally) or 3 months after enrollment (if enrolled postnatally).
 - i. DCYF may award \$30 for each screening using the above criteria, capped at 100% of the contractors' Maximum Service Capacity multiplied by \$30 for the contract year.
 - (b) Follow-Up to Positive Depression Screening Performance Milestone:
The Contractor's performance on follow-up to Caregiver Depression Screening: Contractor follow-up with a referral to or connection with appropriate services for a participating primary caregiver who screened positive for depression.
 - i. DCYF may award the Contractor \$50 for each participant who received follow-up as defined above, capped at 35% of the contractors' Maximum Service Capacity multiplied by \$50 for the contract year.
- (5) Healthy Birthweight Outcome Performance Milestones:
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following outcome milestone:
- (a) The Contractor's performance on healthy birthweight outcomes during the contract year, as indicated by the number of participants who give birth to an infant of healthy birthweight during the contract year as defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.

- i. DCYF may award \$50 for each participant who gives birth to an infant of healthy birthweight using the definition in the Attachment entitled Data Collection, Reporting and HVSA Aligned Measures, capped at 100% of the contractors' Maximum Service Capacity multiplied by \$50 for the contract year,
 - A. The award will not be paid for participants if the following data are not available or incomplete: date of birth of the child, or child's birthweight.
 - ii. DCYF may award an additional \$50 for each participant who gives birth to an infant of healthy birthweight during the contract year and with at least one HBW Criteria for Additional Support using the definition in the Attachment entitled Data Collection, Reporting and HVSA Aligned Measures.
 - A. If a participant's data is missing for the HBW Criteria for Additional Support, the birthweight will be recorded as having no HBW Criteria for Additional Support when calculating the award payment.
- (6) Invoicing for Performance Awards:
 - (a) After assessment and approval from DCYF, the Contractor may invoice for payment annually for all performance milestones, defined in section 12.f.(2), 12.f.(3), 12.f.(4), and 12.f.(5): performance in Quarters 1 through 4 to be invoiced following Quarter 4. Invoice timing may be more often, subject to availability of performance data.
 - (b) Contractor must use the funds received from these Performance Payment Awards towards advancing the goals of the home visiting program in this Contract.
- g. Use of Funds:
 - (1) When expending funds under this contract for items, personnel or services also used by other programs or individuals, funds from this contract may only be spent for the share used solely for services supporting this Statement of Work. Applicable federal, MIECHV/HHS, and state regulation should be consulted in order to ensure all expenditures charged to the contract are allowable. The following types of expenditures may be considered allowable provided they meet the outlined criteria and all required documentation is retained/available for any in-depth reviews:
 - (a) Meals:
 - i. Meals as part of a per diem or subsistence allowance are allowable if provided in conjunction with preapproved/allowable travel and do not exceed the OFM rate at the time of travel.
 - A. Contractor shall provide required backup documentation for these expense to include travel preapproval (describing purpose as it relates to the contract); if applicable, conference registration (or certificate of completion) and conference agenda. If a contractor reimburses travel expenses based off actual costs rather than travel per diem rates, the contractor must retain itemized receipts for all meals for future review if requested by DCYF.
 - ii. Meals as part of a conference/training/all-staff meeting in which meals are a necessary/integral part of the meeting or considered part of a working lunch and in which the purpose of the meeting is to disseminate technical information and is necessary and reasonable to the successful performance/execution of the terms and conditions of the contract are allowable and may not exceed the OFM meal rate at the time of the meeting.

- A. Contractor shall provide required backup documentation for these expense to include: Purchase preapproval; the agenda for the conference/training/meeting that includes the purpose and how it relates to the contract; and the Attendee list or sign-in sheet. The contractor must retain itemized receipts for all meals for future review if requested by DCYF.
 - iii. Meals as part of client engagement are allowable if the purpose of the engagement directly aligns with the purpose and the terms and conditions of the contract; expenses may not to exceed the OFM meal rate at the time of the client engagement.
 - A. Contractor shall provide required backup documentation for these expense to include: Purchase preapproval; agenda for the client engagement activity with the purpose as it relates to the contract; and the Attendee list or sign-in sheet. The contractor must retain itemized receipts for all meals for future review if requested by DCYF.
 - (b) Promotional Items are allowable only for those items necessary as part of the outreach effort in order to comply with the terms and conditions of this contract; promotional items include items with program and organization's logos that are given to program participants or those eligible but not yet enrolled as an incentive to enroll are allowable.
 - i. The contractor shall provide documentation to include: Purchase preapproval with purpose as it relates to the contract; and an itemized receipt
 - (c) Medical Supplies are allowable if the items align with the definition of special purpose equipment needed to conduct contract activities, part of the routine care of clients, or necessary to safely execute the terms and conditions of the contract (i.e. alcohol wipes, sterilizing supplies, personal protective equipment, stethoscopes, and etcetera).
 - i. Required documentation includes: Purchase preapproval with purpose as it relates to the contract and an itemized receipt
- h. Financial Reporting and Documentation:
 - (1) The Contractor shall submit at least monthly, but not more often than semi-monthly, a properly completed A-19 Voucher accompanied by the following documentation of the actual expenses incurred during that period:
 - (a) Monthly or Semi-monthly Expense Summary by fund source (e.g. State Gen Fund, State i502) as produced by Contractor's accounting system and clearly detailing expenses incurred for each Pay Point in that period's A-19 Voucher;
 - (b) Contractor's Monthly or Semi-monthly Payroll Summary by fund source (e.g. State Gen Fund, State i502) describing reimbursed hours for each staff person paid under the contract for that period; and
 - (c) Documentation supporting all single expenses exceeding \$5,000 by fund source (e.g. State Gen Fund, State i502).
 - (2) Payment shall be based upon approval of financial expenditures using the billing submission procedure outlined in this contract, with the total payment not to exceed what is set forth in Exhibit B Budget.
 - (3) In-Depth Financial Review: DCYF will conduct an annual in-depth financial review of the Contractor's expenditures charged to the Contract. In preparation for the Annual Site Visit, the Contractor shall provide to DCYF upon request the financial documents listed below. Based upon this review, if questions arise, DCYF may request additional data and documentation.
 - (a) Contractor's most recent Annual Financial Audit, Single or Program-Specific Audit, as applicable
 - (b) General Ledger activity detail of all expenditures allocated to this Contract incurred within the dates to be determined and in agreement with A-19 invoices submitted to DCYF. Detail will be defined by DCYF and will include indirect costs, accounts payable transactions, and time and effort transactions;

- (c) Contractor's Indirect Cost Allocation Plan or Indirect Cost Proposal, or Indirect Rate Agreement, whichever is applicable;
- (d) Chart of Accounts;
- (e) Written policies and procedures to include, but not limited to: accounts payable, payroll, procurements, sub-recipients/subcontractors, travel, and equipment inventory processes;
- (f) Other detailed supporting financial documentation upon request-such as employee time sheets, travel and major expense documentation-to be further defined by DCYF.

13. Publicity, Publication and Acknowledgements

- a. DCYF may include information on this Contract in their periodic public reports and may make information about this Contract public at any time in their web pages and as part of press releases, public reports, speeches, newsletters, and other public documents related to the Contract or the HVSA. DCYF must comply with Washington State public disclosure law (Chapter 42.56 RCW) and with regulations set forth in HIPAA and FERPA.
 - (1) If the Contractor wishes to issue a press release or public report announcing this Contract, or otherwise use DCYF 's name or logo for purposes related to this Contract, the Contractor shall contact the DCYF Contract Manager, identified on page 1 of this Contract at least five (5) business days before the desired announcement or publication date to obtain prior approval.
 - (2) For all press releases or public reports approved by DCYF, the Contractor shall include the name and logo of DCYF and that the project is funded by the State of Washington, Washington Department of Children Youth and Families and Home Visiting Services Account.

14. Contract Reporting, Monitoring, and Deliverables

- a. Any mention of quarters one through four referenced in this document are defined as:
 - (1) Quarter 1 – July 1, 2022 to September 30, 2022
 - (2) Quarter 2 – October 1, 2022 to December 31, 2022
 - (3) Quarter 3 – January 1, 2023 to March 31, 2023
 - (4) Quarter 4 – April 1, 2023 to June 30, 2023
- b. Reporting: The Contractor shall submit program and expense reports, as well as perform all other requirements outlined in this Statement of Work, on or before the dates indicated in Section 14.d. and the Reference Document titled Timeline for Reporting and Submission of Deliverables. Due dates may be adjusted at the discretion and approval of the DCYF Contract Manager to accommodate the variable reporting structures associated with federal funding requirements. DCYF reserves the right to aggregate, disaggregate, analyze, reproduce, and/or disseminate the data provided in Program Reports, Financial Activity Reports, or any other reports submitted to DCYF with respect to the Contract.
 - (1) Contractor must create and maintain at least one active user account in the Prevention Services Reporting System (PSRS) and use that system to submit monthly enrollment reports and other deliverables when available. Information submitted into the PSRS may be shared with DOH and Start Early.
 - (2) While funding for this Contract encompasses expenditures from July 1, 2022 through June 30, 2023, deliverables describing services rendered in the months of the Contract term will be due no later than July 31, 2023 and will be submitted at no additional cost to DCYF.
- c. Monitoring: As described in the Attachment of this Contract entitled *Contract Monitoring, Compliance and Non-Compliance*, DCYF will monitor compliance with contract requirements, model standing, progress toward completion of deliverables, enrollment performance, and financial activity through review of submitted reports, meetings, phone calls and other communication with the Contractor.
 - (1) The Contractor shall provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal

government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract. DCYF will work with Contractor to determine a mutually acceptable date.

- (2) Monitoring activities may include, but not be limited to: monthly monitoring calls and on-site or virtual visits to review records, observe implementation of services, or follow up on compliance issues.
 - (3) If DCYF (a) encounters non-compliance with the terms outlined in this Contract on the part of Contractor, or (b) is not satisfied, in its sole discretion, with the quality of Contractor's work, DCYF will make a reasonable attempt to assist Contractor with technical assistance to resolve issues that impede quality and compliance. In the event that compliance and/or quality issues are not resolved through standard technical assistance, Contractor will be engaged in corrective action through Implementation Improvement processes, as outlined in the attachment entitled *Contract Monitoring, Compliance and Non-Compliance*. Any program with prior compliance or improvement issues, including Implementation Improvement Status and Implementation Improvement Plans, shall continue until resolved and approved by DCYF.
- d. Summary of Deliverables and Timelines
- (1) Monthly Enrollment Data Reports: The Contractor shall submit Monthly Enrollment Data Reports no later than the 20th day following the month of service submitted using the template in the PSRS.
 - (2) Invoices: As described in Section 12.h., the Contractor shall submit A-19 invoices for expenditures accompanied by the financial documentation.
 - (3) Quarterly Progress Reports: The Contractor shall submit four (4) Quarterly Progress Reports using the template in the. The Contractor shall submit this report each quarter into the PSRS no later than the 20th day following the quarter of service.
 - (4) Annual Pre-Contract Questionnaire: The Contractor shall complete and submit the FY24 HVSA Pre-Contract Questionnaire and FY24 Proposed Budget on May 16, 2023 using the template to be provided by DCYF.
 - (5) The deliverables and reports associated with this Contract Statement of Work are summarized in the Reference Document entitled *Timeline for Reporting and Submission of Deliverables*.
 - (a) Some expectations associated with this Contract, including attendance at the HVSA Semi-Annual Statewide Meetings and Supervisor Meetings are not included in this table as the dates of these events will be determined after contract execution.
 - (b) If due dates occur on a weekend or holiday, the Contractor shall submit the report before 8am of the following business day.

15. COVID-19 Rescue Assistance

The primary purpose of the COVID-19 Rescue funds is to address the needs of expectant parents and families with young children during the COVID-19 public health emergency. While the needs across families supported by these funds may vary, our goal is to center the universal need of every enrolled family: access to, and inclusion in, ongoing home visiting services that reflect family preferences/needs and community well-being - whether services are virtual, outdoors or in-person.

- a. For purposes of supporting families during the COVID-19 pandemic, the contractors shall offer one or all of the following additional resources for families enrolled in this DCYF-funded home visiting contract: technology to support virtual visits, emergency supplies, and grocery gift cards.
- b. Technology to Support Virtual Visits: The contractor may use rescue funds to purchase technology supplies to support family engagement in virtual home visits; technology may be used by home visitor staff and supervisors or by enrolled families funded by this contract.
 - (1) Technology supplies may include software, technology subscriptions, tablets, Wi-Fi hotspots, phones, phone/data minutes, and printers. Additional items require approval in advance by DCYF.
 - (2) The contractor must maintain policies for how these supplies may be used, maintained, monitored and/or returned to the contractor, in compliance with technology usage and security standards and client confidentiality.

- (3) The contractor shall purchase and distribute these technology supports aligned with and documented according to the contractor's state caseload of enrolled families in this contract, using state rescue allocation for families enrolled through state HVSA funded slots.
 - (4) The contractor will maintain documentation of the types of technology supplies purchased by funding source, including how technology needs were identified and addressed with these funds, what hardware or software were acquired, and how the hardware/software was distributed.
- c. Other Emergency Supplies for Families and Grocery Gift Cards: The contractor may use rescue funds to purchase and distribute emergency supplies and grocery gift cards to families enrolled in the home visiting program funded through this contract.
- (1) Emergency supplies must meet the emergency needs of families and may include the following items: Diapering supplies including diapers, baby wipes and diaper cream; feminine hygiene supplies; Face masks and other personal protective equipment; Food and water including infant formula; Hand soap and hand sanitizer; Grocery gift cards. Other supplies must be approved in advance by the DCYF contract specialist.
 - (a) Prepaid grocery gift cards must be used to meet the emergency needs of families.
 - (b) If available, contractor should use gift cards that prohibit the purchase of alcohol, tobacco and firearms; if these are not available, the contractor must communicate with recipient families the expectation that gift cards cannot be used for the purchase of alcohol, tobacco or firearms and obtain a signed agreement from the family acknowledging and agreeing to the restrictions on the card.
 - (2) The contractor shall order and provide these emergency supplies and grocery gift cards in quantities aligned with and documented according to the contractor's state caseload of enrolled families in this contract, using state rescue allocation for families enrolled through state HVSA funded slots.
 - (3) The contractor will maintain documentation for these emergency supplies and grocery gift cards purchased by funding source, including how needs were identified for specific supplies, what specific supplies were offered, how often families received gift cards or supplies, and how many unduplicated families received these supplies by fund source.
- d. Documentation, Invoicing and Reporting to DCYF:
- (1) As a component of their regularly submitted A-19 Voucher, the contractor shall submit the Rescue Funds expenses incurred during the voucher period accompanied by backup documentation for those expenses:
 - (2) Backup documentation shall include the period's Expense Summary by fund source (e.g. State Rescue) as produced by Contractor's accounting system and clearly detailing expenses incurred for each Pay Point in that period's A-19 Voucher.
 - (3) Every quarter, within the Quarterly Progress Report in the Prevention Services Reporting System, the contractor shall report on distribution of all goods purchased with Rescue Funds or obtained through coordination with diaper banks, as specified in section 15b and c above.



Exhibit B - Budget Report

Any variances to the Payment Points allocated within this Budget must be pre-approved by the DCYF Contract Manager in writing. Failure to obtain pre-approval may result in non-payment of the unapproved expense.

Budget for State Fiscal Year 2022 (July 1 2021 - June 30 2022):

See original contract package for budget detail. Total: **\$391,693.59**

Budget for State Fiscal Year 2023 (July 1 2022 - June 30 2023):

Payment Point	Budget	Limit	Note
1. 502 State - Personnel	\$263,150.91		
2. 502 State – Goods and Services	\$2,008.26		
3. 502 State – Travel	\$0.00		
4. 502 State – Contracted/Professional Services	\$0.00		
5. 502 State – Administrative/Indirect Charges	\$66,366.65		
6. General Fund State - Personnel	\$23,217.87		
7. General Fund State – Goods and Services	\$0.00		
8. General Fund State – Travel	\$0.00		
9. General Fund State – Contracted/Professional Services	\$6,872.36		
10. General Fund State – Administrative/Indirect Charges	\$5,855.54		
11. State - Rescue - Direct	\$30,000.00		
12. State - Rescue - Administrative/Indirect Charges	\$7,566.00		
13. HVSA Performance Pay	\$9,187.00		
Total:	\$414,224.59		

Contract Maximum:	\$805,918.18
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Contract Funding Source(s)

State Funds	\$805,918.18
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Exhibit C - Deliverables Report

State Fiscal Year 2022 (July 1 2021 - June 30 2022):

#	Deliverable Title, Due Note, Description	Due Date
1.00	Updated Statement of Confidentiality and Non-Disclosure <i>Updated Statement of Confidentiality and Non-Disclosure must be submitted for any new employees, agents, or subcontractors with access to confidential or personal information relating to this contract.</i>	Jul 30, 2021
2.01	Monthly Enrollment Report <i>By the 20th of the month immediately following the month of service The Contractor shall submit Monthly Enrollment Data Reports in the PSRS.</i>	Aug 20, 2021
2.02	Monthly Enrollment Report	Sep 20, 2021
2.03	Monthly Enrollment Report	Oct 20, 2021
2.04	Monthly Enrollment Report	Nov 20, 2021
2.05	Monthly Enrollment Report	Dec 20, 2021
2.06	Monthly Enrollment Report	Jan 20, 2022
2.07	Monthly Enrollment Report	Feb 20, 2022
2.08	Monthly Enrollment Report	Mar 20, 2022
2.09	Monthly Enrollment Report	Apr 20, 2022
2.10	Monthly Enrollment Report	May 20, 2022
2.11	Monthly Enrollment Report	Jun 20, 2022
2.12	Monthly Enrollment Report	Jul 20, 2022
3.00	Self-Reflection Tool <i>Due to Start Early by July 20, 2021 The Contractor shall submit the Self-Reflection Tool described in the Statement of Work using the template provided by Start Early WA.</i>	Jul 20, 2021
4.01	Monthly Invoice <i>Due by the 30th of the month or the last business day of the month immediately following the month of service. The Contractor shall submit the A-19, Reimbursement Request Form, provided by DCYF based on actual monthly expenses.</i>	Aug 30, 2021
4.02	Monthly Invoice	Sep 30, 2021
4.03	Monthly Invoice	Oct 30, 2021
4.04	Monthly Invoice	Nov 30, 2021
4.05	Monthly Invoice	Dec 30, 2021

4.06	Monthly Invoice	Jan 30, 2022
4.07	Monthly Invoice	Feb 28, 2022
4.08	Monthly Invoice	Mar 30, 2022
4.09	Monthly Invoice	Apr 30, 2022
4.10	Monthly Invoice	May 30, 2022
4.11	Monthly Invoice	Jun 30, 2022
4.12	Monthly Invoice	Jul 30, 2022
5.01	Quarterly Progress Report	Oct 20, 2021
	<i>By the 20th of the month immediately following the period of service</i>	
	<i>The Contractor shall submit Quarterly Progress Reports in the PSRS.</i>	
5.02	Quarterly Progress Report	Jan 20, 2022
5.03	Quarterly Progress Report	Apr 20, 2022
5.04	Quarterly Progress Report	Jul 20, 2022
6.00	Annual Pre-Contract Questionnaire	May 16, 2022
	<i>The Contractor shall complete and submit the FY23 HVSA Pre-Contract Questionnaire and FY23 Proposed Budget using the template provided by DCYF.</i>	
7.00	Updated Insurance Certificate	No Date
	<i>Due to DCYF when certificate is renewed.</i>	
	<i>Updated Insurance Certificate must be submitted when the insurance policy is renewed.</i>	
8.00	Data Disposition	Jul 20, 2022
	<i>Due by July 20, 2022 or upon closure of contract.</i>	
	<i>Data Disposition must be submitted with the closure of the contract.</i>	

State Fiscal Year 2023 (July 1 2022 - June 30 2023):

#	Deliverable Title, Due Note, Description	Due Date
1.00	Consenting Clients to DOH	No Date
	<i>Due by the sixth (6th) business day of the month immediately following services.</i>	
	<i>The Contractor shall share with DOH the consent status according to the process outlined in the Statement of Work, Section 9.</i>	
2.00	Monthly Enrollment Reports	No Date
	<i>By the 20th of the following month of service.</i>	
	<i>The Contractor shall submit Monthly Enrollment Data Reports using the template in the PSRS and described in the Statement of Work, section 14.</i>	
3.01	Quarterly Progress Reports	Oct 20, 2022
	<i>By the 20th day following the quarter of service.</i>	
	<i>The Contractor shall submit Quarterly Progress Reports using the template in the PSRS as described in the the Statement of Work, section 14.</i>	

3.02	Quarterly Progress Reports	Jan 20, 2023
3.03	Quarterly Progress Reports	Apr 20, 2023
3.04	Quarterly Progress Reports	Jul 20, 2023
4.00	Annual Pre-Contract Questionnaire	May 16, 2023
	<i>Due by 5/16/2023 for contractors planning to continue services in the following fiscal year.</i>	
	<i>The Contractor shall complete and submit the FY24 HVSA Pre-Contract Questionnaire and FY24 Proposed Budget using the template provided by DCYF.</i>	
5.00	Updated Insurance Certificate	No Date
	<i>Due to DCYF when certificate is renewed.</i>	
	<i>Updated Insurance Certificate must be submitted when the insurance policy is renewed.</i>	
6.00	Updated Statement of Confidentiality and Non-Disclosure	Jul 29, 2022
	<i>Due by 7/29/2022.</i>	
	<i>Updated Statement of Confidentiality and Non-Disclosure must be submitted for any new employees, agents, or subcontractors with access to confidential or personal information</i>	
7.00	Data Disposition	No Date
	<i>Due by 7/20/2023 or upon closure of contract.</i>	
	<i>Data Disposition must be submitted with the closure of the contract.</i>	



Attachment 4 - Data Collection Reporting HVSA Aligned Measures

1. Data Sharing

- a. Required elements of the Data Sharing Agreement (DSA) with Department of Health (DOH): The Contractor will work with DOH to establish data sharing agreements according to the timelines set forth within Exhibit A, Statement of Work. The data sharing agreement shall outline specifications of the data use and data sharing to implement required reporting, evaluation and quality assurance or improvement activities. The data sharing agreement shall minimally:
 - (1) Allow DOH access to client and program data as outlined below in section 4.0.
 - (2) When parental consent is provided,
 - (a) Share with and allow DOH access to confidential information listed in Table 3 below;
 - (b) Allow DOH to share confidential information with DCYF; and
 - (c) Allow DOH to share confidential information with other Washington State agencies, including, but not limited to, the Office of Research and Data Analysis (RDA) housed within DSHS to conduct administrative match from families in Home Visiting and Child Protective Services (CPS) programs.
- b. National Service Office Permissions for data sharing:
 - (1) DCYF will work with NFP National Service Office to secure an approved template for NFP programs to authorize the national service office to share data with DOH. The Contractor shall send authorization by July 31, 2022 using the approved template to the NFP National Service Office in coordination with the NSO.

2. Data Collection Process and Schedule

- a. The Contractor shall collect all of the data outlined in section 4 of this attachment for all enrolled participants according to the guidelines and requirements outlined in the HVSA Data Manual. The Contractor shall record data in the model specific database within five (5) business days of data collection. The Contractor shall provide data as outlined in the Data Sharing Agreement executed with DOH. Data will be provided to the Department of Health directly from National Service Office on a monthly basis.

3. Parental Consent

- a. The Contractor will make every effort to seek Parental Consent to share confidential information with DOH during the contract period; the Contractor shall seek this consent from all newly enrolled participants within the first three home visits. Consent form(s) are available on the Home Visiting page at DCYF.wa.gov.
- b. Parental Consents for voluntary services and data sharing may be combined.
- c. Participants who do not provide consent to share confidential information remain eligible to receive home visiting services. Non-confidential program data reporting is still required for these participants.
- d. For those participants who consent to share confidential information, the Contractor shall send to DOH the list of participants by client ID and their consent status (e.g., Yes or No) on at least a monthly basis and no later than 6 business days after the close of the prior month. For those participants who consent to share confidential data, Contractor will enter confidential data in Flo.

- e. The Contractor will maintain consent forms on file for all participants enrolled in home visiting services in both physical files and electronically in model data system, if applicable. Upon request, the Contractor will provide to DCYF a copy of the consent form used.

4. HVSA Aligned Performance Measures

- a. HVSA Aligned Measures: As outlined in statement of work, the Contractor will collect data for all enrolled HVSA families that meets model requirements and the DCYF definitions outlined in Tables 1 through 5 below, using the guidance and processes outlined in the HVSA Data Manual. DOH will work with the Contractor to review data collection and reporting to support Contractor quality assurance.
 - (1) HVSA Aligned Measures: System and Program Performance Indicators: The Contractor shall collect and share data for all measures for participating caregivers and children as outlined in Table 1.
 - (2) Enrollment and Service Utilization: The Contractor shall collect and share data on all enrollment and service utilization measures outlined for participating caregivers and children.
 - (3) Demographic Information: The Contractor shall collect and share data for all demographic information outlined for participating caregivers and children.
 - (4) Performance Payment Award Measures: The Contractor shall review data reports from DOH to substantiate Performance Payment Measures as described in Table 4.
 - (5) HVSA Definitions: Table 5 presents definitions of measures related to Performance Payment Awards.



From-To:07/01/2021-07/31/2023

Table 1 HVSA: System and Program Performance Indicators

Measure	Definition	Numerator/Denominator	Timeline for Data Collection	Share with LIAs	HVSA Aligned Measure	MIECHV Measure
HVSA Aligned Measures: All Contractors shall report on the following eight (8) measures						
1. Breastfeeding	Percent of infants (among mothers who enrolled prenatally) who were breastfed any amount at 6 months of age	Number of enrolled children breastfed any amount at 6 months / Number of enrolled children age 6-12 months	Collect between 6 months of age and before 12 months of age	QA reports, Annual reports	Yes	Yes
2. Depression Screening	Percent of enrolled primary caregivers who are screened for depression using a validated tool within 3 months of enrollment if enrolled post-delivery or within 3 months after of delivery if enrolled prenatally	Number of primary caregivers with at least one PHQ-9 screening completed within 3 months of delivery if enrolled prenatally or within 3 months of enrollment if enrolled post-delivery / Number of primary caregivers enrolled for at least 3 months if enrolled post-delivery, or at least 3 months after delivery if enrolled prenatally	Collect within 3 months of enrollment or 3 months postnatally (for those enrolled while pregnant)	Quarterly Dashboards, QA reports, Performance Payments, Annual reports	Yes	Yes
3. Well Child Visit	Percent of enrolled children who received the <u>last</u> recommended well child visit based on the American Academy of Pediatrics (AAP) schedule	Number of children enrolled who received the <u>last</u> recommended well child visit based on AAP schedule / Number of children enrolled in home visiting	Collect well child visit data at minimum once per month	QA reports, Annual reports	Yes	Yes
4. Child Maltreatment	Percent of enrolled children with at least one investigated case of maltreatment following enrollment within the reporting period	Number of children with at least one investigated case of maltreatment since enrollment / Number of children enrolled	Report parental consent within first 3 home visits	Annual reports	Yes	Yes
5. Parent-Child Interaction	Percent of enrolled primary caregivers who receive an observation of caregiver-child interaction using a validated tool and demonstrate positive	Number of primary caregivers with an assessment completed using validated tool for the age range / Number of primary caregivers with a	Collect at least once during the reporting year, ideally spaced every 12 months	QA reports, Annual reports	Yes	Yes

Table 1 HVSA: System and Program Performance Indicators

Measure	Definition	Numerator/Denominator	Timeline for Data Collection	Share with LIAs	HVSA Aligned Measure	MIECHV Measure
	parenting behaviors including behaviors that promote attachment and child development	child who has reached an age appropriate for assessment				
6. Early Language and Literacy Activities	Percent of enrolled children with a family member who reported that during a typical week s/he read, told stories, and/or sang songs with their child every day	Number of enrolled children with a family member who reported that during a typical week s/he read/told stories/sang songs with child every day / Number of enrolled children	Collect data at least once during each reporting period for each enrolled child	QA reports, Annual reports	Yes	Yes
7. Developmental Screening	Percent of enrolled children with at least one screening for developmental delays with a validated tool according to the AAP-defined age groups	Number of enrolled children with at least one ASQ-3 screening within the AAP defined age/ Number of children enrolled who are eligible for an ASQ-3 screening	Collect for children at 10, 18 and 24 months of age	QA reports, Annual reports	Yes	Yes
8. IPV Screening	Percent of enrolled primary caregivers who are screened for intimate partner violence (IPV) within 6 months of enrollment using a validated tool	Number of primary caregivers with an IPV screen within 6 months of enrollment / number of primary caregivers enrolled for at least 6 months	Collect screening data for all primary caregivers within 6 months of enrollment	QA reports, Annual Reports	Yes	Yes

Table 2: HVSA: Enrollment and Service Utilization

Data Element	Definition	Timing of Data Collection
1. Enrollment Date	Date of the first home visit during which the family voluntarily consents to participate and signs a written participant agreement	Record at time of enrollment
2. Funding Code	<ul style="list-style-type: none"> - MIECHV - TANF - 502 - GFS 	Record at time of enrollment
3. Exit Date	Date family exited the program	Record at time of exit

Table 2: HVSA: Enrollment and Service Utilization		
Data Element	Definition	Timing of Data Collection
4. Exit Reason	Reason family exited the program, may include: - Completion –specific to each model - Withdrawn –Client requests to leave program before graduation - Transfer –Client transferred to another site or model - Lost to Follow-up- Unable to contact client and complete a home visit for more than 90 days - Began/Returned to Work - Began/Returned to School	Record at time of exit
5. Home Visit Date	Date of each home visit that meets model criteria, is at least 30 minutes in duration, and that occurs in person, via video, or via phone	Record after each home visit
6. Home Visit Type	- In-person - Video - Phone	Record after each home visit
7. Home Visit Duration	Length of visit (minutes)	Record after each home visit
8. Encounter Date	Date of each bi-directional engagement with families via in-person, email, text, phone, or other lasting less than 30 minutes in length with minimal or no model content	Record after each encounter
9. Encounter Type	- In-person - E-mail - Text - Phone - Other (e.g., porch drop-off)	Record after each encounter
10. Encounter Duration	Length of encounter (minutes)	Record after each encounter

Table 3: Demographic Information			
Measure	Definition	Eligibility	Timing of Data Collection
1. Caregiver Gender	- Female - Male - Non-binary	All enrolled caregivers	Collect at enrollment
2. Child Gender	- Female - Male - Non-binary	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)
3. Caregiver Age	Age of enrolled caregivers	All enrolled caregivers	Collect at enrollment
4. Child Due Date	Expected due date	Children enrolled prenatally	Collect at enrollment
5. Child DOB	Date of birth for enrolled child	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)
6. Caregiver Ethnicity	- Hispanic or Latino - Not Hispanic or Latino	All enrolled caregivers	Collect at enrollment

Table 3: Demographic Information			
Measure	Definition	Eligibility	Timing of Data Collection
7. Caregiver Race	<ul style="list-style-type: none"> - American Indian or Alaska Native - Asian - Black or African American - Native Hawaiian or Pacific Islander - White - More than one race 	All enrolled caregivers	Collect at enrollment
8. Child Ethnicity	<ul style="list-style-type: none"> - Hispanic or Latino - Not Hispanic or Latino 	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)
9. Child Race	<ul style="list-style-type: none"> - American Indian or Alaska Native - Asian - Black or African American - Native Hawaiian or Pacific Islander - White - More than one race 	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)
10. Caregiver Marital Status	<ul style="list-style-type: none"> - Never married (excluding not married but living together) - Married - Not married but living together - Separated/divorced/widowed 	All enrolled caregivers	Collect enrollment, and annually thereafter
11. Caregiver Education	<ul style="list-style-type: none"> -Enrolled in middle school -Enrolled in high school -High school diploma -GED -Less than high school diploma not enrolled -Training certificate program -Associates degree -Some college -Bachelor's degree or higher -Other 	All enrolled caregivers	Collect at enrollment and annually thereafter
12. Caregiver Employment	<ul style="list-style-type: none"> -Employed ≥30 hours a week -Employed <30 hours a week -Unemployed 	All enrolled caregivers	Collect at enrollment and annually thereafter

Table 3: Demographic Information			
Measure	Definition	Eligibility	Timing of Data Collection
13. Caregiver Housing Status	<ul style="list-style-type: none"> -Not homeless: Owns or shares own home, condominium or apartment -Not homeless: Rents or shares own home or apartment -Not homeless: Lives in public housing -Not homeless: Lives with parent or family member -Not homeless: Some other arrangement -Homeless: Sharing housing -Homeless: Living in an emergency or transitional shelter -Homeless: Some other arrangement 	All enrolled caregivers	Collect at enrollment and annually thereafter
14. Primary language in household	<ul style="list-style-type: none"> -English -Spanish -Other (specify) 	All enrolled caregivers	Collect at enrollment
15. Household Income	Total income from all household members from all sources, including TANF benefits	All enrolled households	Collect at enrollment and annually thereafter
16. Number of Household Members Dependent on Income	Total number of residents within the household that rely on reported household income. May include enrolled participants and other household members.	All enrolled households	Collect at enrollment and annually thereafter
17. Pregnant	Enrolled guardian is pregnant during the report period (Yes/No)	All enrolled caregivers	Collect due date and DOB for all children
18. Caregiver Health Insurance Status	<ul style="list-style-type: none"> - Medicaid or CHIP - No insurance coverage - Private or other - Tri-Care 	All enrolled caregivers	Collect at enrollment and at minimum every six months thereafter
19. Child Health Insurance Status	<ul style="list-style-type: none"> - Medicaid or CHIP - No insurance coverage - Private or other - Tri-Care 	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally) and every six months thereafter
20. Child's Usual Source of Medical Care	<ul style="list-style-type: none"> -Doctor's/Nurse Practitioner's Office -Hospital Emergency Room -Hospital Outpatient -Federally Qualified Health Center -Retail Store or Minute Clinic -Other 	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally) and annually thereafter
21. Child's Usual Source of Dental Care	<ul style="list-style-type: none"> -Yes: Has a usual source of dental care -No: Does not have a usual source of dental care 	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally) and annually thereafter
22. Residential Zip Code	Zip code for family residence	All enrolled families	Collect at enrollment and when family moves

Table 3: Demographic Information			
Measure	Definition	Eligibility	Timing of Data Collection
23. Additional Confidential Demographics required for consenting participants	Parent Full Name Parent Date of Birth Parent Address Child Full Name Child Provider One Number	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)

Table 4: Performance Payment Awards Performance Payment Measures		
Measure	Definition	Award Criteria
Enrollment (Active Enrollment*)	Percent of Maximum Service Capacity filled during the quarter, as measured by the average of the number of participants actively enrolled* on the last day of each of Month 1, Month 2 and Month 3 of the quarter divided by the Maximum Service Capacity (total number of possible families)	Performance Milestone: Active Enrollment* is at least 90% of Maximum Service Capacity for the reporting quarter, with the calculation limited to prenatal families and families with children up to and including 60 months of age.
Family Retention – 12 months	Number of participants who are engaged* in the program for 12 months after enrollment	Per Client Award: Number of participants who remain engaged* in the program for 12 months after enrollment, as indicated by receiving a visit on a date between 30 days before and 30 days after the 12-month anniversary of their enrollment date and not exited prior to 12 months. Per Client Award is increased for each participant meeting the retention criteria and reporting 2 demographic characteristics related to early exits described in Table 5 below.
Family Retention – 18 months	Number of participants who are engaged* in the program for 18 months after enrollment	Per Client Award: Number of participants who remain engaged* in the program for 18 months after enrollment, as indicated by receiving a visit on a date between 30 days before and 30 days after the 18-month anniversary date of their enrollment date and not exited prior to 18 months. Per Client Award is increased for each participant meeting the retention criteria and reporting 2 demographic characteristics related to early exits described in Table 5 below.
Depression Screening	Number of participating primary caregivers who are screened for depression using an approved, validated tool within 3 months postpartum (if enrolled prenatally) or 3 months after enrollment (if enrolled postnatally)	Per Client Award: Number of eligible caregivers who receive a depression screening during the contract year according to this definition
Depression Referral	Number of participating primary caregivers who screened positive for depression and were referred to or connected with appropriate services. A Contractor can receive this award only once per participant over the years.	Per Client Award: Number of primary caregivers who screen positive for depression who were referred or connected to appropriate services during the contract year
Healthy Birthweight - Participant Outcomes	Number of participants who give birth to an infant of healthy birthweight during the contract year using the definition below in Table 5.	Per Client Award: Number of participants who give birth to an infant of healthy birthweight during the contract year using the definition below in Table 5. An additional award will be given for each participant with at least one identified HBW criteria for additional support detailed in Table 5 who gives birth to an infant of healthy birthweight during the year.

* Designation of “active enrollment” and “engaged” may shift depending on extenuating circumstances (e.g., covid-19 pandemic). Upon formal announcement by DCYF, active enrollment or engagement may be limited to documentation of a received visit (in-person, virtual or phone of at least 30

minutes) or the definition of active and engaged may expand to include encounters (bi-directional engagement with family via in-person, email, text or phone).

Table 5 HVSA Definitions Impacting Performance Payment Awards		
Model Model Expected Dosage	Visit Definition	Demographic Characteristics Related to Early Exit
<ul style="list-style-type: none"> • 1x week for the first four weeks • 2x month until baby is born • 1x week 6 weeks postpartum • 2x month until the child is 21 months • 1x month until 24 months or graduation. • The alternate visit schedule is determined at client's preference of visit frequency 	Any visit or any alternative visit >30 minutes and incorporating model content	<p>The characteristics listed below have been identified as related to early exits in research and among the FY18 HVSA participants. This list is not all-inclusive and subject to change during the contract year.</p> <ul style="list-style-type: none"> • Teenage (<20) at enrollment • Less than high school education (among non-teens) at enrollment • Homelessness (on the street or living in a group home or shelter or some other arrangement), reported any time during service • Participating on TANF, reported any time during service • Not residing with a romantic partner (single, divorced, widowed), reported any time during service
Healthy Birthweight (HBW)	HBW Criteria for Additional Support (Characteristics of Mother*)	
<p>Infant birthweight is:</p> <ul style="list-style-type: none"> • greater than or equal 2500g and • less than 4500g 	<ul style="list-style-type: none"> • Black/African American • American Indian or Alaska Native • 35 years or older at enrollment • Used alcohol anytime while pregnant • Used drugs anytime while pregnant (marijuana, cocaine, or other drugs) • Smoked at enrollment • Homelessness (on the street or living in a group home or shelter or some other arrangement), reported any time during service <p>*The characteristics listed above were identified as correlated with birthweights below 2500g or above 4500g based on analysis of birthweights of infants born to HVSA participants in 2017 and 2018.</p>	



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-672

File ID:	AB2022-672	Version:	1	Status:	Agenda Ready
File Created:	11/10/2022	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for the removal of solid and hazardous waste related to homeless encampments and illegal dump sites, in the amount of \$150,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: City of Bellingham – Homeless Encampment Solid Waste Removal Interlocal Agreement

DATE: November 10, 2022

Attached is an Interlocal Agreement between Whatcom County and City of Bellingham for your review and signature.

▪ Background and Purpose

Homeless encampments can present a significant health and safety risk to occupants, neighboring residents, businesses, passing motorists, pedestrian access, and roadway workers. Illegal disposal of garbage and human waste can contaminate the environment, including soil, groundwater and surface waterways, spread disease, attract vermin, and disrupt the ecosystem. This Agreement dedicates funding to the City of Bellingham for staff working to remove solid and hazardous waste related to homeless encampments and illegal dump sites.

▪ Funding Amount and Source

Funding for this Agreement, in an amount not to exceed \$150,000, is provided by the Washington State Department of Health's Consolidated Contract – Foundational Public Health Services Funds. These funds are included in the 2022 budget and will be included in the 2023 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Sue Sullivan, Environmental Health Manager at 360-778-6020 (SSullivan@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



WHATCOM COUNTY CONTRACT INFORMATION SHEET				Whatcom County Contract No. _____	
Originating Department:			85 Health		
Division/Program: (i.e. Dept. Division and Program)			8540 Environmental Health / 854085 Solid Waste		
Contract or Grant Administrator:			Sue Sullivan		
Contractor's / Agency Name:			City of Bellingham		
Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC: _____	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement?		If yes, grantor agency contract number(s):		CFDA#:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):		202201016	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>				
Is this contract the result of a RFP or Bid process?		Contract Cost Center:		650525	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, RFP and Bid number(s):			
Is this agreement excluded from E-Verify?		No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:					
<input type="checkbox"/> Professional services agreement for certified/licensed professional.					
<input type="checkbox"/> Contract work is for less than \$100,000.			<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).		
<input type="checkbox"/> Contract work is for less than 120 days.			<input type="checkbox"/> Work related subcontract less than \$25,000.		
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards 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.			
\$ 150,000					
This Amendment Amount:					
\$					
Total Amended Amount:					
\$					
Summary of Scope: This Agreement dedicates funding to the City of Bellingham for staff working to remove homeless encampment solid waste.					
Term of Contract:		7 Months		Expiration Date: 06/30/2023	
Contract Routing:	1. Prepared by:		JT		Date: 09/09/2022
	2. Health Budget Approval:		KR/JG		Date: 11/03/2022
	3. Attorney signoff:		RB		Date: 11/09/2022
	4. AS Finance reviewed:		Bbennett		Date: 11/09/2022
	5. IT reviewed (if IT related):				Date:
	6. Contractor approved:				Date:
	7. Submitted to Exec.:				Date:
	8. Council approved (if necessary):		AB2022- 672		Date:
	9. Executive signed:				Date:
	10. Original to Council:				Date:

**INTERLOCAL AGREEMENT FOR
HOMELESS ENCAMPMENT SOLID WASTE REMOVAL
WHATCOM COUNTY – CITY OF BELLINGHAM**

WHATCOM COUNTY, a political subdivision of the State of Washington, acting through the Whatcom County Health Department, (hereinafter the “County”), located at 509 Girard Street, Bellingham, WA 98225 and the **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the “Recipient”), with offices at 210 Lottie Street, Bellingham, WA 98225, in consideration of the mutual covenants herein, do agree as follows:

1. **PURPOSE:** This Agreement sets out the terms of financial assistance provided to the Recipient by the County to support solid waste removal at homeless encampments, as further detailed in Exhibit A “Statement of Work”, attached hereto and incorporated herein by this reference.
2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from 11/23/2022 to 06/30/2023.
3. **LIAISON.** The Recipient’s responsible person for this Agreement is Brandon Brubaker, Solid Waste Manager (Bbrubaker@cob.org). The County’s responsible person is Sue Sullivan, Environmental Health Manager (SSullivan@co.whatcom.wa.us).
4. **STATEMENT OF WORK.** See attached Exhibit A, incorporated herein by this reference.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
 - A. The financial assistance provided to the Recipient shall not exceed **\$150,000**.
 - B. The County agrees to financially assist the Recipient only for activities specified in Exhibit A. Payment shall be based on properly executed quarterly invoices, per Exhibit B.
6. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in the Scope of Work section of Exhibit A shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement.
7. **ACCOUNTING AND AUDIT.** The Recipient agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the County or any other governmental agency with jurisdiction for audit, at such reasonable time and places as the County shall designate.
8. **INDEMNIFICATION AND INSURANCE.** The Recipient agrees to defend the County, hold it harmless, and indemnify it as to all claims, suites, costs, fees and liability arising out of the acts or work of the Recipient, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Recipient will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.

Recipient specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

9. **COMPLIANCE WITH LAWS.** The Recipient shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. Recipient shall submit any and all information the County requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of County's request for such information. The Recipient covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Recipient further covenants that in the performance of this Agreement, no person having such interest will be employed.
10. **NONDISCRIMINATION IN CLIENT SERVICES.** The Recipient shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Recipient shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
11. **TERMINATION; REDUCTION IN FUNDING.**
 - A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).
 - B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to County budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the County may summarily terminate the 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 services 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 of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.
 - C. Termination of this Agreement shall not prevent the County from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.
12. **ASSIGNMENT.** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.
13. **VENUE STIPULATION.** This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court, Washington.
14. **STATUS OF RECIPIENT.** Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the County's employment, nor shall they be deemed employees or agents of the County for any

EXHIBIT A STATEMENT OF WORK

I. Background

Homeless encampments can present a significant health and safety risk to occupants, neighboring residents, businesses, passing motorists, pedestrian access, and roadway workers. Illegal disposal of garbage and human waste can contaminate the environment, including soil, groundwater and surface waterways, spread disease, attract vermin, and disrupt the ecosystem. These risks present a need to clean up abandoned encampments to protect people and the environment. This Agreement dedicates funding to the City of Bellingham for staff working to remove solid and hazardous waste related to homeless encampments and illegal dump sites.

II. Scope of Work

- A. City of Bellingham solid waste personnel will work to decrease or eliminate the threat of hazardous materials reaching the environment and/or exposure to hazardous or disease-causing materials or vectors associated with abandoned homeless encampments on public property. Abandoned encampments are typically identified through citizen complaints. Solid waste personnel will perform site visits of identified encampments and, if determined to be abandoned, will tag the site for a cleanup. When performing a cleanup at an abandoned encampment, solid waste personnel will:
 - 1. Remove all wastes, including garbage, biohazardous waste and hazardous waste.
 - 2. Follow best practice work procedures to safely manage any hazardous materials that may be found on a property and which could pose a health threat.
 - 3. Properly handle and dispose of solid and hazardous waste in accordance with all applicable laws.
 - 4. Provide all safety, equipment, materials, and relevant training to staff.
 - 5. Provide all labor, materials, tools, equipment, transportation, and supplies required to decrease or eliminate the threat of hazardous materials.
 - 6. Always perform work in a safe, timely, efficient, and courteous manner.
 - 7. Use caution during site cleanup to ensure no damage to landscaping, turf, trees, or vegetation.
 - 8. Utilize mechanical means to clean areas when able.
 - 9. Handle material as minimal as possible based on solid waste risk assessment.
- B. All state and local laws are to be followed when disposing of collected wastes. After a cleanup is performed, Solid Waste personnel will make all attempts possible to return the property to its previous state, including placing hydroseed.
- C. If solid waste services are needed in occupied encampments, law enforcement personnel are also required to accompany solid waste personnel.
- D. This Agreement does not fund law enforcement personnel nor the cost for solid waste disposal.

- E. The urgency and frequency of pickups are determined by the level of risk to the public as well as other factors such as proximity to schools, critical areas, riparian areas, waterways, pedestrian accessibility, public health, code compliance, parking enforcement, and public safety.

III. Additional Requirements

The Contractor will maintain current licenses, permits, certifications, and other regulatory items required under international, federal, state, local statutes, regulations or standards for heavy equipment operation and for cleanup, transportation, dismantling, salvage, reuse, recycling, and/or disposal of all materials. Waste removed from encampments may include sharps, biohazardous and hazardous waste. Therefore, proper training and personal protective equipment for personnel are required before assuming duties within this scope of work.

IV. Reporting Requirements

Quarterly reports of areas served, including cleanup locations, amount of waste removed, and hours worked shall be submitted to the County's Contract Administrator on January 1, April 1, and July 1, 2023.

**EXHIBIT B
FINANCIAL COMMITMENTS**

- I. Budget and Source of Funding: Funding for this Agreement may not exceed \$150,000. Funds are provided by the Washington State Department of Health's Consolidated Contract – Foundational Public Health Services Funds. The budget for this Agreement is as follows:

Cost Description	Items Required with Invoices	Total Budget
Solid Waste Program Personnel (salaries + benefits)	GL Detail showing labor detail by location cleaned and volume of material removed.	\$150,000

- II. Invoicing:
- A. Invoices shall be submitted upon completion of encampment site clean-up and shall be submitted by the 15th of the month, following the month of service, except for January where the same will be due by the 10th of the month. Invoices submitted for payment must include the items identified in the table above.
 - B. Invoices shall be sent to (include contract #) HL-BusinessOffice@co.whatcom.wa.us.
 - C. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the City.
 - D. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
 - E. Duplication of Billed Costs or Payments for Service: City shall not bill the County for services performed or provided under this contract, and the County shall not pay the City, if the City has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The City is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-674

File ID:	AB2022-674	Version:	1	Status:	Agenda Ready
File Created:	11/11/2022	Entered by:	PRice@co.whatcom.wa.us		
Department:	Information Technology Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a lease agreement between Whatcom County and John von Krusenstern for warehouse space to store countywide records for a period of five years, in the amount of \$31,554.48 per year, for a total amount of \$157,772.40

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Contract Information Sheet, Proposed Lease Agreement



PERRY L. RICE
IT Manager

MEMORANDUM

TO: Satpal Singh Sidhu, County Executive
Whatcom County Council

THRU: Tyler Schroeder, Deputy Executive *TS*

FROM: Perry L. Rice, IT Manager *PJR*

RE: Countywide Records Center Lease Renewal

DATE: November 9, 2022

Enclosed is a 5-year lease for warehouse space for countywide records storage between Whatcom County and John von Krusenstiern for your review and approval.

▪ **Background and Purpose**

Division of Information Technology leases 3,438 square feet of warehouse space to house the County's inactive records that must be retained for audit, legal, fiscal and administrative needs until they reach their established retention period. Currently, the County stores approximately 8,500 archive boxes at this facility and the existing 5-year lease is set to expire December 31, 2022. Over the past few years there has been a slight decline in the total number of archive boxes stored. This downward trend is expected to continue with increased use of electronic records by departments. The current facility is right sized for the next 5 to 10 years.

▪ **Funding Amount and Source**

The costs associated with this lease are the base rent, which is \$2,338.00 monthly plus the triple-net assessment which is estimated to be \$291.54 for a monthly total of \$2,629.54. The funding for this lease is appropriated in the Division of Information Technology base budget.

▪ **Differences from Previous Contract**

The monthly square foot price, property tax and insurance costs increased a total of \$569.38 a month. This is the second increase in the base monthly rent since 2008. From 2008 – 2017 the base monthly rent has been \$1,551.06 (\$.45 / Square Foot). From 2018 - 2022 lease base monthly rent has been \$1,787.76 (\$.52 / Square Foot). This lease would increase the base monthly rent to \$2,338.00 (\$.68 / Square Foot).

Please contact Perry Rice at x 5235 or Tami Gee-Hardy at x 5236, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Information Technology / Records
Contract or Grant Administrator:	Perry L. Rice
Contractor's / Agency Name:	John von Krusenstiern
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? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 507120.6870	
Is this agreement excluded from E-Verify? <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
No If YES, indicate exclusion(s) below: <u>Lease</u> <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input 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): \$ 31,554.48 - Per Year / \$157,772.40 - 5 Year Total 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: Lease of 3,438 square feet of warehouse for countywide records storage.	
Term of Contract:	5-YEARS
Expiration Date:	12/31/2027

Contract Routing:	1. Prepared by: Tami Gee-Hardy	Date: 10/31/2022
	2. Attorney signoff: <u>KNE</u>	Date: 11/10/22
	3. AS Finance reviewed: <u>benmont</u>	Date: 11/9/22
	4. IT reviewed (if IT related): <u>pjr</u>	Date: 11/11/2022
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

LEASE

This lease made and entered on the _____ day of _____ 2022, by and between John von Krusenstiern, an individual, hereinafter referred to as Lessor, and Whatcom County, a Washington municipal corporation, hereinafter referred to as Lessee.

1. **Premises:** Lessor leases to Lessee and Lessee leases from Lessor approximately 3438 square feet of premises in the City of Bellingham, Whatcom County, Washington, located and known as Unit "B", 4020 Hammer Drive, Bellingham, Washington 98226. The legal tax parcel number of 4020 Hammer Drive is 3803172074550000.
2. **Term:** This lease is for a term of five (5) years, beginning January 1, 2023, and ending December 31, 2027, inclusive.
3. **Rent:** The Lessee agrees to pay the Lessor for the premises described in paragraph 1 above, for the term described in paragraph 2 above, a monthly rental payment, hereinafter referred to as "Base Rent" of \$2,338.00. This amount shall be payable to the Lessor on the 1st day of every month of the term of this lease, beginning on January 1, 2023. Lessee also agrees to pay a monthly assessment as described in Paragraph 5 of this lease, for each month of the term of this lease. Both base rent and monthly assessment are payable, in advance, on the first day of each calendar month of the lease term. Rents and assessments are payable to Lessor and shall be mailed to Post Office Box 32, Bellingham, Washington, 98227, or such other place as the Lessor may designate.
4. **Repairs and Alterations:** The premises have been inspected by the Lessee. The Lessee shall, at its own expense and at all times, take good care of the premises and shall keep it clean, sanitary and neat, and shall keep and use the premises in accordance with all applicable laws, ordinances, rules and regulations and requirements of governmental authorities. Lessee shall permit no waste, damage, or injury to the premises. Except for the roof, exterior walls and foundation, Lessee shall make repairs necessary to maintain the premises in as good condition as the premises were on December 1, 2002, which is the date of the original lease, reasonable use, wear, and damage by fire or other casualty excepted. Lessee also agrees to repair roof, exterior wall, and foundation if damaged by Lessee. At the termination or sooner expiration of this lease, Lessee shall quit and surrender the premises in a neat and clean condition and will deliver all keys to said premises to Lessor. If Lessee fails to render possession of the premises as provided herein, Lessor shall have the right to perform the work necessary to put said premises in a clean condition, at Lessee's expense, and Lessee agrees to reimburse Lessor a reasonable sum therefore.

The Lessee shall have the authority to make alterations, decorations, installations, additions or improvements in and to the leased premises, including cabinetry, shelving, special electrical work and plumbing work, so long as prior written consent is obtained from the Lessor. Such consent shall not be unreasonably withheld.

Common areas, including parking areas, and the entrances and exits thereof, driveways, sidewalks, landscaped areas, and other areas and facilities provided for general use, shall be kept in repair by The Lessor. The Lessor reserves the right to exercise control and management of the common area, and the Lessor shall have the right to establish, modify, change, and enforce such uniform and nondiscriminatory rules and regulations relating to the said common areas as in its discretion it deems advisable. The Lessee agrees to abide by and conform to such rules and regulations. All outside walls, roof, foundation, and structural repairs shall be made by the Lessor. Replacement of cracked or broken glass on the Lessee's doors or windows shall be the responsibility of the Lessee.

5. **Taxes and Utilities:** The Lessee hereby covenants and agrees to pay as additional rent a prorata share of the real estate taxes and assessments, insurance, utilities and common area maintenance and repairs, as evidenced on Exhibit "A". This assessment shall be based upon the actual square footage as occupied by Lessee, provided, however, Lessor may adjust on an annual basis for any increases in these costs. Lessor agrees to provide Lessee with all information as required substantiating any increase affecting Lessee under this provision. The assessment shall be based on the following: Base Year 2022; Square Footage Leased 3,438. This assessment is payable in lawful United States money in advance on the first day of each calendar month of the lease term.
6. **Additional Taxes:** Should there presently be in effect or should there be enacted during the term of this lease, statute or ordinance levying any tax, (other than Federal or State Income Taxes) upon rents, Lessee shall pay to Lessor such tax ten (10) days prior to the due date, or shall reimburse Lessor on demand for any such taxes paid by Lessor.
7. **Utilities & Fees:** Lessee agrees to pay all charges for natural gas, heat, garbage and all other utilities and services to the premises during the full term of the lease. Lessee shall also pay all license fees and other governmental charges levied on the operation of Lessee's business from the premises. Included in the monthly rental and paid by Lessor shall be electricity and water/sewer.
8. **Public Liability Insurance:** Lessee shall, at Lessee's sole expense, carry public liability and property damage insurance. Such insurance is to afford protection to the limit of not less than \$1,000,000 Combined Single Limit with respect to public liability and property damage. Such insurance shall neither be cancelable nor allowed to expire (non-renewal) without notice being received by the Lessor at least ten (10) days prior to either the cancellation or non-renewal of the policy.
9. **Commercial General Liability Insurance:** Lessor shall, at Lessor's sole expense, carry commercial general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence for both property damage and personal injury. Such insurance shall neither be cancelable nor allowed to expire (non-renewal) without notice being received by the Lessee at least ten (10) days prior to either the cancellation or non-renewal of the policy
10. **Property damage or Loss:** The Lessor or its agents shall not be liable for any damage to the property of the Lessee or of others entrusted to employees of the building, nor for the loss of or damage to any property resulting from fire, explosions, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the building, or from pipes, appliances, or plumbing works, or from the roof, street or sub-surface or from any other place, or by dampness or by any other cause of whatsoever nature, unless caused by or due to the negligence of the Lessor, its agents, servants, or employees; nor shall the Lessor or its agents be liable for any such damage caused by the other tenants or persons in the building. Notice of any such damage or injury shall be communicated to the Lessor immediately.
11. **Care of Premises:** The Lessor shall not be called upon to make any improvement or repair of any kind upon the premises, and said premises shall at all times be kept and used in accordance with the laws of the State of Washington, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer, of any pertinent and authorized public authority, at the sole cost and expense of the Lessee; and Lessee shall permit no waste damage or injury to the premises, including the freezing of water pipes and draining lines within the leased area.

All damage or injury to the premises and to its fixtures caused by the Lessee moving property in or out of the building or by installation or removal of furniture, fixtures or other property, or resulting from fire, explosion, short circuits, water leakage, steam or from any other cause or any other kind of nature whatsoever due to carelessness, omission, neglect or improper conduct on the part of the Lessee, its

servants, employees, agents, visitors or licensees, shall be repaired, restored or replaced promptly by the Lessee at its sole cost and expense and to the satisfaction of the Lessor. All of the aforesaid repairs or replacements shall be in quality and class equal to the original work or installations. If the Lessee fails to make such repairs or replacements within a reasonable time, then the Lessor may make them and the Lessee shall pay for the same within five (5) days after rendition of a bill therefore.

12. Use: the Lessee shall conduct and carry on in the premises the business for which the premises are leased, and shall not use the premises for illegal purposes. The Lessee agrees that no stocks of good will be carried or anything done in or about the premises which will increase the present rate of insurance, provided however if the Lessee shall engage in such business with the consent of the Lessor, which business shall increase the insurance rates, then the Lessee shall pay such increase.

13. Liens and Insolvency: Lessee shall keep the leased premises and the property in which the lease premises are situated, free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at the Lessor's option.

14. Assignment: The Lessee expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the premises or any part thereof to be used by others without the prior written consent of the Lessor in each instance. In the event of any assignment so consented to, a minimum charge of 25% of one month's rent shall be made by the Lessor for any expenses resulting therefrom. If this lease be assigned, or if any part the premises is used by others, the Lessor may collect rent from the assignee, under-tenant, or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, under-letting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant, or a release of the Lessee from further performance as herein contained. The written consent of the Lessor to an assignment or under-letting shall not in any way be construed to relieve the Lessee from obtaining the express consent in writing of the Lessor to any further assignment or under-letting.

15. Access to Premises: The Lessee shall permit the Lessor to erect, use, and maintain pipes and conduits in and through the leased premises. Only in the presence of Whatcom County staff, Lessor shall have the right to enter the premises at all times to examine the same, and to show them to prospective purchasers or Lessees of the building, and to make such decorations, repairs, alternations, improvements or additions as the Lessor may deem necessary or desirable. Such work shall not constitute any eviction of the Lessee. If the Lessee shall not be personally present to open and permit any entry into the premises, only in case of emergencies may the Lessor or its agents enter the same by a master key, or may forcibly enter, without rendering the Lessor or its agents liable therefore.

Lessor shall grant Lessee 24-hour access to the premises.

Nothing contained herein, however, shall be deemed or construed to impose upon the Lessor any obligation, responsibility or liability whatsoever for the care, supervision, or repair of the Lessee's premises, other than as provided herein.

16. Destruction & Other Casualty: If the leased premises shall be partially damaged by fire or other cause without the fault or neglect of the Lessee or its agents, the damages shall be repaired by and at the expense of the Lessor, and the rent until such repairs shall be made shall be apportioned according to the part of the premises which is unusable by the Lessee; but if such partial damage is due to the fault or neglect of the Lessee or its agents, without prejudice to any other rights or remedies of the Lessor, and without

prejudice to the rights or subrogation of the Lessor's insurer, the damages shall be repaired by the Lessor but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay, which may arise by reason of adjustment of insurance on the part of the Lessor and/or the Lessee, and for reasonable delay on account of 'labor troubles' or any other cause beyond the Lessor's control. If the leased premises are totally damaged or are rendered wholly untenable by fire or some other cause, and if the Lessor shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Lessor shall decide to demolish it or to rebuilt it, then, or in any such events, the Lessor may within ninety (90) days after such fire or other cause, give the Lessee a notice in writing of such decision, and thereupon, the term of this lease shall expire by lapse of time upon the third day after such notice is given, and the Lessee shall vacate the premises and surrender the same to the Lessor. If the Lessee shall not be in default under this lease, then upon termination of this lease under the conditions provided for above, the Lessee's liability for rent shall cease as of the day following the casualty. If the damage or destruction be done due to the fault or neglect of the Lessee, the debris shall be removed by and at the expense of the Lessee.

17. End of Term: Upon the expiration or other termination of the term of this lease, the Lessee shall quit and surrender to the Lessor the leased premises, "broom-clean", in good order and condition, ordinary wear excepted, and the Lessee shall remove all of its property. All alterations, decorations, installations, additions, or improvements upon the premises made by either party, including all paneling, partitions, railings and the like, shall become the property of the Lessor and shall remain upon and be surrendered with the premises at the expiration of the term. All keys belonging to the premises must be delivered to the Lessor at such termination.

18. Notices: Any notice required to be served in accordance with the terms of this lease shall be sent by registered mail, if from the Lessee to the Lessor's last known address, and if from the Lessor to the Lessee at Whatcom County Administrative Services, 311 Grand Ave., Bellingham, WA 98225.

19. Governmental Fees: All fees due the city, county or state on account of any inspection made on said leased premises by any officer thereof, shall be paid by the Lessee.

20. Default & Re-Entry: If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or the Lessee shall violate or default in any of the covenants and agreements herein contained, then the Lessor may cancel this lease upon giving the notice required by law, and may re-enter said premises, but notwithstanding such re-entry by the Lessor, the liability of the Lessee for rent provided for herein shall not be extinguished for the balance of the term of the lease, and the Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and re-letting of the premises at a lesser rental than herein agreed to. The Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Lessor.

21. Costs & Attorney Fees: Should disagreement regarding the terms and conditions of this lease arise and adjudication become necessary, the prevailing party shall have their costs and attorneys' fees paid by the other party.

22. Non-Waiver of Breach: The failure of the Lessor to insist upon strict performance of any of the covenants and agreements to this lease, or to exercise any option herein conferred to any one or more instances, shall not be construed to be a waiver or relinquishment of any such agreement, or any other covenants or agreements, but the same shall be and remain in full force and effect.

23. Removal of Property: In the event of an entry in, or taking possession of, the leased premises as aforesaid, the Lessor shall have the right, but not the obligation, to remove from the leased premises all personal property located therein, and may store the same in any place selected by the Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such

stored property without notice to the Lessee after it has been stored for a period of thirty (30) days or more; the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to lessor under any of the terms hereof; and, the balance, if any, to be paid to the Lessee.

24. Heirs & Successors: Subject to the provisions hereof pertaining to assignment and sub-letting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors, and assigns of any or all of the parties hereto.

25. Hold-Over: If the Lessee shall, with the written consent of the Lessor, hold over after the expiration of the terms of the lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the Laws of the State of Washington. During such tenancy, the lessee agrees to pay to the Lessor the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified and so far as applicable.

26. Renewal: The Lessee shall have no option to renew this lease agreement under the existing terms and conditions as here and before provided. However, the Lessor and the Lessee may agree to negotiate in good faith a new lease agreement. All terms and conditions for such renewal must be mutually agreed upon between the parties.

27. Termination and Government Use: In the event that any condemnation or otherwise taking of title, possession or the right of possession of the premises, or any part thereof by any federal, state or local government or agency, the Lessor may at its option terminate this lease as of the date of such taking, and if the Lessee is not in any default under any of the provisions of the lease on said date, any rent prepaid by Lessee shall, to the extent allowable for any period subsequent to the effective date of the termination, be promptly refunded to the Lessee.

28. Transfer by Landlord: If the Lessor shall assign its interest under this lease or transfer its interest in the premises, Lessor shall be relieved of any obligation accruing hereunder after such assignment or transfer, and such transferee shall thereafter be deemed to be the Lessor thereunder.

29. Subordination: This lease is subordinate to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. Lessee agrees to execute, at no expense to Lessor, any instrument which may be deemed necessary or desirable by the Lessor to further effect the subordination of this Lease to any mortgage, deed of trust or encumbrance. Lessee irrevocably appoints and constitutes the Lessor as the true and lawful attorney-in-fact for Lessee at any time in Lessee's name, place and stead, to execute proper subordination agreements for this purpose.

30. Mutual Release and Waiver: To the extent a loss is covered by insurance, the Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsement thereto; provided that this agreement shall be inapplicable if it would have the effect of invalidating any insurance coverage of the Lessor or the Lessee.

31. Integration: The Lessor has made no representations or promises with respect to the said building or premises except as herein expressly set forth.

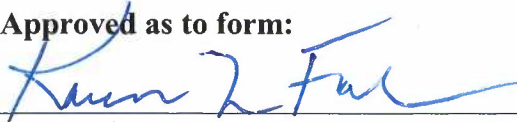
32. Riders: This lease is subject to the following terms and conditions.

- a) Continuation of funding appropriation by Whatcom County; and
- b) Receiving final approval and funding from the Whatcom County Council.

33. Security & Performance Deposit: Lessor has not received from Lessee any funds for a Security and Performance Deposit as a part of this agreement.

WHATCOM COUNTY:
Recommended for Approval:

 11/11/2022
IT Manager Date

Approved as to form:
 11/10/2022
Prosecuting Attorney Date

Lessor:
John von Krusenstiern

Lessee:
Whatcom County

By _____
John von Krusenstiern
Owner

By _____
Satpal Singh Sidhu
Whatcom County Executive

Address: P.O. Box 32
Bellingham, WA 98227

Address: 311 Grand Ave.
Bellingham, WA 98225

Exhibit A
(Prepared 10/31/2022)

Total square footage of 4020 Hammer Drive building, Bellingham, Washington 98226 = 8457 square feet.

Unit "A" = 5019 square feet

Unit "B" = 3438 square feet

Total Property Taxes for year 2022 = \$7,347.35

Yearly property taxes due from Unit "A" = \$4,408.41 = \$367.37 monthly.

Yearly property taxes due from Unit "B" = \$2,938.94 = \$244.91 monthly.

Total 2022 Insurance costs for building \$1,399.00

Yearly insurance costs due from Unit "A" = \$839.40 = \$69.95 monthly.

Yearly insurance costs due from Unit "B" = \$559.60 = \$46.63 monthly.

Total monthly assessments due from Unit "B" in addition to "base rent" are: \$291.54.

Base Rent = \$2,338.00 monthly (\$0.68 SF/Month)

Total Rent = \$2,338.00 + \$291.54 = \$2,629.54



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2022-071

File ID:	MIN2022-071	Version:	1	Status:	Agenda Ready
File Created:	11/02/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for November 1, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Budget Work Session

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Special Council Budget Nov 1 2022

Whatcom County Council (Special)

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



Minutes - Draft Minutes

Tuesday, November 1, 2022

9:30 AM

Hybrid Meeting

2023-2024 WHATCOM COUNTY BUDGET REVIEW WORK SESSION

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

Barry Buchanan, Council Vice Chair, called the meeting to order at 9:30 a.m. in a hybrid meeting.

Clerk's note: Council Chair Todd Donovan chaired the meeting from this point on.

Roll Call

Present: 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: None

Announcements**Discussion**

[AB2022-634](#) Discussion of the County Executive's recommended 2023-2024 Biennium Budget

The following people briefed the Councilmembers on the respective department budgets and answered questions:

Auditor

Approximate Video Timestamp: 00:01:23

- Diana Bradrick, County Auditor
- Satpal Sidhu, County Executive

Treasurer

Approximate Video Timestamp: 00:28:34

- Steve Oliver, County Treasurer
- Tyler Schroeder, Director of Administrative Services
- Brad Bennett, Administrative Services Department Finance

WSU Extension

Approximate Video Timestamp: 00:46:35

- Shawna Besse, WSU Extension Director
- Tyler Schroeder, Director of Administrative Services

Planning and Development Services

Approximate Video Timestamp: 00:53:02

- Mark Personius, Planning and Development Services Department

Director

- Tyler Schroeder, Director of Administrative Services
- Satpal Sidhu, County Executive

Council

Approximate Video Timestamp: 01:33:03

- Dana Brown-Davis, Clerk of the Council

Break

Public Defender

Approximate Video Timestamp: 01:39:44

- Stark Follis, Public Defender
- Tyler Schroeder, Director of Administrative Services

Assessor

Approximate Video Timestamp: 02:00:03

- Rebecca Xczar, County Assessor
- Tyler Schroeder, Director of Administrative Services

District Court/District Court Probation

Approximate Video Timestamp: 02:10:00

- Bruce Van Glubt, District Court Administrator

Health Department

Approximate Video Timestamp: 02:23:28

- Erika Lautenbach, Health Department Director
- Kathleen Roy, Health Department
- Malora Christensen, Health Department
- Ann Beck, Health Department
- Cindy Hollinsworth, Health Department
- Sue Sullivan, Health Department
- Greg Thompson, Co-Health Officer
- Tyler Schroeder, Director of Administrative Services

Councilmembers discussed the requests presented.

Approximate Video Timestamp: 03:14:53

The following people answered questions:

- Satpal Sidhu, County Executive
- Tyler Schroeder, Director of Administrative Services
- Brad Bennett, Administrative Services Department Finance

They answered whether they are confident that the County financial system can absorb the impacts of a record number and dollar amount of Additional Service Requests (ASRs), why Public Works Department is not represented on the “General Fund Summary” page of the “Proposed Budget Volume 1,” whether these ASR requests are essentially building in what the Council would maybe see next cycle as budget supplemental requests for inflationary things (like postage, paper, fuel, and reclassification of staff for retention), whether there are any pending labor negotiations that have not been built in to the numbers they have here, how they figure the fund minimum balance threshold, what percent of the previous year’s revenue the fund balance would be in 2024, what funds banked capacity can be used for, and what sources of revenue they can look to when they are looking to fund ASRs that are not currently budgeted.

This agenda item was PRESENTED AND 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 2:54 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: MIN2022-075

File ID:	MIN2022-075	Version:	1	Status:	Agenda Ready
File Created:	11/11/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for November 9, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Special Council Budget Nov 9 2022

Whatcom County Council (Special)

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



Minutes - Draft Minutes

Wednesday, November 9, 2022

9:30 AM

Hybrid Meeting

HYBRID MEETING (PARTICIPATE IN-PERSON, SEE REMOTE JOIN
INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil, OR CALL
360.778.5010)

COUNCILMEMBERS

Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

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**

1. [AB2022-634](#) Discussion of the County Executive's recommended 2023-2024 Biennium Budget
Kershner moved to amend the budget to include five Sheriff's Deputies for 2023 and five Sheriff's deputies for 2024 (ten total). The motion was seconded by Donovan.

Donovan moved to amend the motion and to have two deputies and Galloway seconded (but there was already a main motion on the floor).

Kershner stated our population has increased seventeen percent since 2010, but the FTEs in the Sheriff's Office have only increased five and a half percent.

Councilmembers discussed the motion with the following people:

- Satpal Sidhu, County Executive
- Bill Elfo, Sheriff
- Tyler Schroeder, Executive's Office

Sidhu asked whether the motion is proposing a total of ten deputies over the two years and Kershner confirmed that it was.

Councilmembers and the speakers discussed how many vacancies the Sheriff's Office has currently, whether the fiscal impact would be smaller by hiring more deputies because there would then be less overtime, how much the County currently spends on overtime hours, and whether five deputies should be added each year or two.

Elfo gave Councilmembers the amount spent on overtime. He stated the mental health deputies are currently paid for out of the General Fund and it

might be an eligible expense for the Behavioral Health fund.

Schroeder answered whether there is a way they could fund one of the mental health deputies from the Behavioral Health Fund.

Sidhu stated they should look beyond the next two years to the next five to seven years. They have started the alternate response team and as that is expanded it may relieve some pressure on the Sheriff's patrol deputies. And the Sheriff is consulting with the SCORE (South Correctional Entity) facility in South King County.

Schroeder spoke about the cost of five deputies in 2023 and five in 2024 and how it would affect the fund balance compared to adding two deputies in each year.

Donovan withdrew his motion so as not to have two main motions on the floor.

Schroeder answered whether the fund balance after adding two deputies would still be above the fifteen percent reserve threshold, whether approving a mental health deputy out of a different fund would be an extra on top of the two deputies if they go that route, and whether the projected ending General Fund balance is allowing for the projected lapse.

Kershner asked whether there could be some work done to make sure they are taking the right amount out of funds from the Emergency Medical Services (EMS) levy for law enforcement, and whether law enforcement has received the amount they should have based on that levy. She stated she does not want to end up with more money and less services than we need and she would rather come to a level in our budget where we agreed to be (at least fifteen percent reserve) and then put that into positions in law enforcement.

Sidhu stated the Administration is comfortable with two deputies in each year.

Elfo stated we have academy slots for the Sheriff's Office's seven vacancies, and the more deputies we have the more time we could spend on preventing crime which may have an overall impact on reducing jail needs.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 5 - Buchanan, Byrd, Elenbaas, Galloway, and Kershner

Nay: 2 - Donovan and Frazey

Schroeder stated if the Council wants to accomplish the fifteen percent minimum reserve on the General Fund, they need to find additional General Fund revenue.

Kershner moved to discontinue all vaccine clinics and accompanying staff and resources to that effect that we are currently budgeting to pay for with American Rescue Plan Act (ARPA) funds. The motion was seconded by Elenbaas.

Kershner stated she asked for the number of people that are still visiting the vaccine clinics that our Health Department is putting on and the number is very low. She can anticipate that it will continue to be low as the Covid crisis continues to wane and anyone that has wanted a vaccine has ample time and resources to get one. We can use those ARPA dollars in a more efficient way.

Erika Lautenbach, Health Department Director, stated there is one position associated with vaccines but not just COVID-19 vaccines. Thirty percent of their job is COVID-related so she is not clear how they would like to break that up. She answered whether we were doing vaccine work prior to the COVID-19 pandemic and what vaccines we were administering, and what is meant by secure transfers of vaccine to health care providers.

Councilmembers discussed the motion and Kershner stated the portion of the \$1,137,909 for 2023 and \$676,353 in 2024 for COVID Recovery (ASR 6847) that is for vaccine clinics is money we do not need to spend and she would like to figure out how we can pull that out of the budget and use that in a place where we do need to spend that money.

Lautenbach answered whether that position is fully funded by ARPA dollars right now, and whether other vaccines are offered at the vaccination clinics.

The motion failed by the following vote:

Aye: 3 - Byrd, Elenbaas, and Kershner

Nay: 4 - Donovan, Frazey, Galloway, and Buchanan

Donovan moved to add \$18,000 from the Behavioral Health Fund to the Health Department to increase the NAMI (National Alliance on Mental Illness) Whatcom support services for Spanish speakers in East Whatcom County. The motion was seconded by Galloway.

Schroeder spoke about how the program is funded. There is budget authority already so a specific budget decision does not need to be made, but Council can indicate support for it and the Administration would be able to carry it out moving into 2023.

Donovan amended his motion **and moved** that the Council express support for an additional \$18,000 (for the NAMI [National Alliance on Mental Illness] Whatcom support services for Spanish speakers in East Whatcom County). The motion was seconded by Galloway.

The motion carried by the following vote:

Aye: 7 - Donovan, Elenbaas, Frazey, Galloway, Kershner, Buchanan, and Byrd

Nay: 0

Galloway moved to amend the Planning and Development Department budget to add a .25 FTE to the Conservation Easement program planner in 2023 and for that to round up to a full FTE for 2024. The motion was seconded by Frazey.

Councilmembers, Sidhu, and Schroeder discussed the motion, a cost estimate for the proposal, whether they would be protecting farmland or the ability to farm, what the estimated fund balance would be by 2024 with the added Sheriff's deputies, the source of this budget amendment coming from Conservation Futures Fund or grants, the health of that fund balance right now, and whether the motion was to take the .75 FTE in Conservation Futures and increase it by .25 in 2023 (which would in turn decrease the General Fund by .25 FTE) and then add a new 1.0 FTE position in 2024, all funded by the Conservation Futures Fund.

Galloway restated her motion to add .25 FTE for 2023 and 1 FTE for 2024 using Conservation Futures Funds.

The motion carried by the following vote:

Aye: 4 - Frazey, Galloway, Buchanan, and Donovan

Nay: 3 - Elenbaas, Kershner, and Byrd

Kershner moved to remove ASR numbers 6446 - Election Van and 6509 - ER & R Fund for the New Purchase of a Van (Auditor's request for a van). The motion was seconded by Byrd.

Sidhu, Schroeder, and Brad Bennett, Administrative Services Department

Finance, answered whether we need another vehicle in our fleet, whether these are Election Reserve Funds and not General Funds, whether it is possible to make sure a van from the County is available during election time, what the Auditor's Office is doing now to pick up ballots, and whether the County has always rented a vehicle in the last three years instead of having a marked County vehicle.

Galloway asked whether they will have more time to discuss other amendments to the budget and if so, if they might table this motion until that time so they can invite the Auditor to come back and answer their questions.

Dana Brown-Davis, Clerk of the Council, stated that November 17 is a potential date for having more discussion.

Galloway moved to table the motion to Thursday, November 17 and invite the Auditor to join them for that. The motion was seconded by Frazey.

Councilmembers discussed the motion.

The motion to table the motion carried by the following vote:

Aye: 7 - Galloway, Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Nay: 0

Because of time constraints today, Kershner recommended that Councilmembers outline their remaining wishes.

Galloway outlined her intended amendments as follows:

- Add capacity in climate action in the Public Works Department by either adding budget authority for a Climate Action Manager or adding 1 FTE for a Climate Data Analyst.
- Add funds in the Parks Department budget for forest management plans for our three County-owned forests.
- Add funds to Facilities to fund a study and installation of electric vehicle (EV) charging stations at County facilities.

Kershner outlined her intentions as follows:

- Add a Public Service Specialist (the Crisis Communication Manager) to our Department of Emergency Management.
- Get answers about the funding they are contributing to Northwest

Youth Services and the Opportunity Council which are running 22 North.

- Look at what some of the Non-Departmental ASRs from the Executive's Office include such as the Economic Development Tri-Funder Agreement (ASR 6960), and the Emergency Communications - What-Comm (ASR 6964) and why it is being funded from the General Fund and not with Emergency Medical Services (EMS) money.
- Discuss the EMS budget, specifically their fund balance and past-year expenditures, and why we have such a high fund balance, why we do not have the 5th medic unit, and what the EMS Committee plans to do with the extra money they are going to be receiving from the levy. Look at reducing that budget down to a more reasonable expectation and collect less than the levy is currently passing at.

Donovan stated his priority is trying to address the massive hole they just blew into the budget with adding the Sheriff's deputies. Anyone coming with any proposals for new FTEs out of the General Fund should be coming with revenue increases or FTEs to cut.

Sidhu stated their projections for the fund balance of the General Fund include the Council deciding to take the one percent increase.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

MOTION SUMMARY:

Motion approved to amend the budget to include five Sheriff Deputies for 2023 and five Sheriff deputies for 2024 (ten total).

Motion approved to express Council support for an additional \$18,000 for the NAMI (National Alliance on Mental Illness) Whatcom support services for Spanish speakers in East Whatcom County.

Motion approved to amend the budget to add a .25 FTE Conservation Easement Program Planner (ASR number 6747) for 2023 and a 1.0 FTE for 2024 using Conservation Futures funds.

Motion approved to table the discussion regarding removing the Auditor's Additional Service Request (ASR) to purchase a van (ASR number 6446 - Election Van and number 6509 - ER & R Fund for the New Purchase of a Van) to November 17 and invite the Auditor to join them for that.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 10:38 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: MIN2022-076

File ID:	MIN2022-076	Version:	1	Status:	Agenda Ready
File Created:	11/14/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for November 9, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole Nov 9 2022

Whatcom County Council Committee of the Whole

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



Committee Minutes - Draft Minutes

Wednesday, November 9, 2022

2:50 PM

Hybrid Meeting

**HYBRID MEETING - ADJOURNS BY 3:15 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 2:36 p.m. in a hybrid meeting.

Roll Call

Present: 6 - Barry Buchanan, Todd Donovan, Ben Elenbaas, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: 1 - Tyler Byrd

Announcements**Committee Discussion**

1. [AB2022-594](#) Discuss a draft interlocal agreement between the City of Ferndale and Whatcom County concerning planning, annexation, and development within the Ferndale UGA

Matt Aamot, Planning and Development Services Department, briefed the Councilmembers and answered whether this is the last agreement of the seven cities, whether there is something the Council needs to do to change the effective date of the interlocal as requested by Planning and Development Services Department (with the concurrence of the City of Ferndale), and whether there is anything fundamentally different between this interlocal and the others.

This agenda item was DISCUSSED.

Items Added by Revision

There were no agenda items added by revision.

Other Business

Councilmembers discussed when to start the next meeting.

Adjournment

The meeting adjourned at 2:40 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: MIN2022-077

File ID:	MIN2022-077	Version:	1	Status:	Agenda Ready
File Created:	11/14/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for November 9, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Council Nov 9 2022

Whatcom County Council

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



Minutes - Draft Minutes

**Wednesday, November 9, 2022
6 PM
Hybrid Meeting**

**HYBRID MEETING (PARTICIPATE IN-PERSON, SEE REMOTE JOIN
INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil, OR CALL
360.778.5010)**

COUNCILMEMBERS

Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Todd Donovan called the meeting to order at 6 p.m. in a hybrid meeting.

ROLL CALL

Present: 7 - 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, stated he did not have a report.

MINUTES CONSENT

Buchanan moved to accept the minutes consent items. The motion was seconded by Frazey (see votes on individual items below).

1. [MIN2022-067](#) Committee of the Whole Executive Session for October 25, 2022

Buchanan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Elenbaas

2. [MIN2022-068](#) Committee of the Whole for October 25, 2022

Buchanan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Elenbaas

3. [MIN2022-070](#) Regular County Council for October 25, 2022

Buchanan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Temp Absent: 1 - Elenbaas

INTRODUCTION ITEMS

Buchanan moved to introduce items one through twenty-one. The motion was seconded by Galloway (see votes on individual items below).

Kershner asked if they introduce all these items and then have a work session on November 17, whether they would have to reintroduce anything.

1. [AB2022-581](#) Resolution to declare Whatcom County Real Property as Surplus and Approve Sale

Buchanan moved and Galloway seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

2. [AB2022-601](#) Ordinance amending the project based budget for the Courthouse Improvement Fund, request no. 2

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

3. [AB2022-604](#) Ordinance amending the Whatcom County Budget, request no. 15, in the amount of \$153,395

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

4. [AB2022-606](#) Ordinance Authorizing the Levy of Taxes for Conservation Futures Purposes for 2023

Buchanan moved and Galloway seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

5. [AB2022-607](#) Ordinance Authorizing the Levy of Taxes for County Road Purposes for 2023

Buchanan moved and Galloway seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

6. [AB2022-608](#) Ordinance Authorizing the Levy of Taxes for County and State Purposes in Whatcom County, Washington, for the Year of 2023

Buchanan moved and Galloway seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

7. [AB2022-609](#) Ordinance amending the project based budget for the Courthouse Building Envelope Fund, request no. 5

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

8. [AB2022-610](#) Ordinance adopting the Six-Year Capital Improvement Program for Whatcom

County Facilities 2023-2028

Buchanan moved and Galloway seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

9. [AB2022-611](#) Resolution adopting the 2023-2024 budget for the Point Roberts Transportation Benefit District (Council acting as the governing body of the Point Roberts Transportation Benefit District)

Buchanan moved and Galloway seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

10. [AB2022-612](#) Ordinance amending the project budget for the Courthouse Improvement Fund, request no. 3

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

11. [AB2022-613](#) Ordinance amending the project budget for the Criminal Justice Integrated Case Management Systems Fund, request no. 1

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

12. [AB2022-614](#) Ordinance amending the project budget for the Finance System Software Fund, request no. 1

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

13. [AB2022-615](#) Ordinance amending the project budget for the Silver Lake Park Improvement Fund, request no. 4

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

14. [AB2022-616](#) Ordinance establishing the Bellingham Senior Center HVAC Replacement Fund and establishing a project based budget for the Bellingham Senior Center HVAC Replacement project

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

15. [AB2022-617](#) Ordinance establishing the Plantation Rifle Range Lead Reclamation & Capital Improvements Fund and establishing a project based budget for the Plantation Rifle Range Lead Reclamation & Capital Improvements project

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

16. [AB2022-618](#) Ordinance in the matter of the adoption of the final budget of Whatcom County for the Biennium 2023-2024

Buchanan moved and Galloway seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

17. [AB2022-620](#) Resolution adopting the 2023 budget for the Whatcom County Flood Control Zone District and Subzones (Council acting as the Flood Control Zone District Board of Supervisors)

Buchanan moved and Galloway seconded that the Resolution (FCZDBS) Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

18. [AB2022-622](#) Resolution authorizing the levy of taxes for the Whatcom County Flood Control Zone District for 2023

Buchanan moved and Galloway seconded that the Resolution (FCZDBS) Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

19. [AB2022-632](#) Ordinance Authorizing the Levy of Taxes for Countywide Emergency Medical Purposes for 2023

Buchanan moved and Galloway seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

20. [AB2022-637](#) Ordinance closing COVID-19 Emergency Response (CARES Act) Fund 134

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

21. [AB2022-638](#) Ordinance establishing a Capital Facilities Reserve Fund

Buchanan moved and Galloway seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

PUBLIC HEARINGS

1. [AB2022-571](#) Ordinance amending the Whatcom County Code relating to Personal Wireless Service Facilities

Matt Aamot, Planning and Development Services Department, stated he gave an update in committee.

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Kershner moved and Buchanan seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-069

OPEN SESSION

The following people spoke:

- Christopher Diele
- Natalie Chavez
- Name not stated
- Name not stated
- Robert Bystrom
- Lyle Sorenson
- Danielle Gaughen
- Fallon (last name not stated)
- Misty Flowers

- Name not stated
- Name not stated
- Name not stated
- Name not stated
- Hannah (last name not stated)

Hearing no one else, Donovan closed the Open Session.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Byrd reported for the Finance and Administrative Services Committee and ***moved*** to approve Consent Agenda items one through ten.

Elenbaas stated he would like to discuss Consent agenda item number two (AB2022-603).

Tyler Schroeder, Director of Administrative Services, answered where the grant is coming from and what fund it is going to.

Elenbaas spoke about how the Puget Sound Partnership fits into the Whatcom County Charter in who they are accountable to. He stated he does not see any specific deliverable projects and it is a lot of money for what appears to just be coordinating meetings. He would like to vote on it separately.

Kershner stated she would like to pull Consent Agenda item number seven (AB2022- 628) and consider it separately.

Elenbaas spoke about Consent Agenda item number three and what the money is paying for. He did not request to vote on it separately.

Councilmembers voted on the Consent Agenda items except for items two and seven (see votes on individual items below and votes on the two separate items after that).

1. [AB2022-595](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to purchase portable radios, in the amount of \$35,682

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

2. [AB2022-603](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the State of Washington Puget Sound Partnership for water resources programs in the Whatcom County region, in the amount of \$375,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

This item was considered separately. See motion and vote below.

3. [AB2022-605](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Geneva Consulting Services to coordinate the Whatcom Local Integrating Organization (LIO), in the amount of \$247,587.46 (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: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

4. [AB2022-619](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Whatcom Conservation District for agriculture best management practices outreach and financial assistance, in the amount of \$66,000 (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: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

5. [AB2022-623](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and PeaceHealth to provide access to Epic in the amount of \$10,068 annually for a total amended contract amount of \$59,264

Byrd reported for the Finance and Administrative Services Committee and

moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

6. [AB2022-626](#) Request authorization for the County Executive to enter into an Interlocal Agreement modification between Whatcom County and the City of Bellingham for What-Comm Communications Center operations

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

7. [AB2022-628](#) Request authorization for the County Executive to enter into an Interlocal Agreement amendment between Whatcom County and Basic Life Support First Responder agencies in the amount of \$5,951,262.55

This item was considered separately. See motion and vote below.

8. [AB2022-629](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Hunt Forensics, LLC in the amount of \$89,028

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

9. [AB2022-631](#) Resolution approving a salary schedule and policies for Unrepresented Whatcom County employees effective January 1, 2023 through December 31, 2023

Byrd reported for the Finance and Administrative Services Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2022-046

10. [AB2022-635](#) Request authorization for the County Executive to enter into a contract between Code Publishing, LLC and Whatcom County for legal code publishing services

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

CONSENT AGENDA ITEMS CONSIDERED SEPARATELY

7. [AB2022-628](#) Request authorization for the County Executive to enter into an Interlocal Agreement amendment between Whatcom County and Basic Life Support First Responder agencies in the amount of \$5,951,262.55

Kershner stated this afternoon we found out that this was a combination of the cash from the Emergency Medical Services (EMS) fund that we authorized in May as well as some money for some gurneys to support basic life support first responders. She asked at that time a question about why it took so long to get through the process of being actually sent out to the agencies. She is not sure she is going to vote for it. She has some issues with the EMS fund and this is one of them. She thinks that this is a gift to our basic life support first responder agencies that allowed the fund balance to look lower than it actually was.

Elenbaas asked whether the agencies already spent the money and we are just reimbursing it at this point and whether that is why it has taken so long. He has the same question as Kershner. If the Council voted yes in May for all this to transpire, why did it not happen?

Tyler Schroeder, Director of Administrative Services, stated it is a new program to the County EMS. Basic Life Support (BLS) allocation in the past has only been for BLS agencies that have been impacted from the EMS levy so there were a lot of discussions about how to set the contract up to allocate it. A lot of the timeframe also came around the biennium budget so there was some delay through Finance to get the contract ready. There was also some discussion with the EOB in September about the utilization of the money and the allocation framework.

Galloway stated she feels frustrated as to why it was sat on after it was approved in May and Council was never informed of the delay. Moving forward it would be really helpful to Council to know when their votes are not being honored in a timely manner.

Councilmembers discussed how the money was allocated, whether there is a timeline for how long the Executive branch can sit on something once it has been approved, having more explanation in the staff memo, having more transparency in the future, and the feeling that they do not have the entire story from all the parties.

Galloway moved and Buchanan seconded that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 5 - Buchanan, Donovan, Elenbaas, Frazey, and Galloway

Nay: 2 - Byrd, and Kershner

Absent: 0

2. [AB2022-603](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the State of Washington Puget Sound Partnership for water resources programs in the Whatcom County region, in the amount of \$375,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Galloway moved and Frazey seconded that the Contract (FCZDBS) be AUTHORIZED.

Councilmembers discussed the motion.

Satpal Sidhu, County Executive, answered whether this interlocal agreement is to accept the grant and spoke about the benefit of coordination for issues that do not have boundaries.

Elenbaas stated organizations like this and how we operate within them are not really addressed in the Whatcom County Charter.

Galloway's motion that the Contract (FCZDBS) be AUTHORIZED carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

OTHER ITEMS

(From Council Planning and Development Committee)

1. [AB2022-586](#) Discussion and motion to approve the Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulation Amendments

Donovan reported for the Planning and Development Committee and moved that the Request for Motion be APPROVED AS AMENDED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

(No Committee Assignment)

2. [AB2022-639](#) Approval of Special Standing Meetings for 2023
- Kershner moved*** and Frazey seconded that the Special Order of Business be APPROVED BY THE COUNCILMEMBERS.

Frazey stated this is a substitute version.

Dana Brown-Davis, Clerk of the Council, stated there was a typographical error on the June date in the first version.

Kershner's motion that the SUBSTITUTE Special Order of Business be APPROVED BY THE COUNCILMEMBERS carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2022-538](#) Appointment to fill a vacancy on the Criminal Justice Treatment Account Panel, Substance Use Disorder Treatment Agency Position, Applicant(s): Julie Grendon

Buchanan moved and Frazey seconded that the Council Appointment Requiring Introduction be APPOINTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

2. [AB2022-592](#) Appointment to fill a vacancy on the Forestry Advisory Committee, Small Forest

Landowner Position, Applicant(s): Holly Koon

Dana Brown-Davis, Clerk of the Council, stated there was an additional application from Tom Smith.

Kershner moved to nominate both Tom Smith and Holly Koon. The motion was seconded by Galloway.

Holly Koon addressed the Council and answered a question about being involved in law suits regarding timber harvest.

Councilmembers voted as follows:

Buchanan - Koon

Byrd - Koon

Donovan - Koon

Elenbaas - Smith

Frazey - Koon

Galloway - Koon

Kershner - Smith

Koon was appointed.

This agenda item was APPOINTED.

Appointed Koon with 5 votes (two for Tom Smith)

3. [AB2022-593](#) Appointment to fill a vacancy on Drainage District 3, Commissioner Position #3, Applicant(s): Paul Sangha

Kershner moved and Buchanan seconded that the Council Appointment Requiring Introduction be APPOINTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

CONFIRMATION OF EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2022-602](#) Request confirmation of the County Executive's appointment of Jackie Dexter to the Marine Resources Committee

Galloway moved and Frazey seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

ITEMS ADDED BY REVISION

There were no agenda items added by revision.

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports.

Tyler Schroeder, Director of Administrative Services, answered a question about \$2 million from the State for flood victims, whether that has come to the Council to disperse it, and whether it could be made an emergency and fast-tracked if it was allocated from the State.

Galloway updated on the following activities:

- The Five-County Regional Cooperation Meeting with Skagit, Island, Snohomish, And San Juan (Swiss) in October
- A County Road Administration Board (CRAB) tour
- Her participation with Washington State Association of Counties (WSAC)
- A ride-along with the homeless outreach team
- A tour of the Plantation Rifle Range
- A tour of the Swift Creek site

Elenbaas asked about the emergency cold weather shelter at Civic Field and what the weather threshold is to open that.

Satpal Sidhu, County Executive, stated he visited the shelter and answered how information is communicated to the homeless.

Kershner updated about the childcare issue in the County and stated she would like to expand their thinking to looking at service providers in general. There is a huge shortage of all types of service providers including senior care. It is one more issue they need to deal with and she will be working on it.

ADJOURN

The meeting adjourned at 7:37 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: MIN2022-078

File ID:	MIN2022-078	Version:	1	Status:	Agenda Ready
File Created:	11/15/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Water Work Session for November 15, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Water Work Session Nov 15 2022

Whatcom County Council Water Work Session

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



Minutes - Draft Minutes

**Tuesday, November 15, 2022
10:30 AM
Civic Center Building Garden Room**

**HYBRID MEETING - (PARTICIPATE IN-PERSON, SEE REMOTE JOIN
INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil, OR CALL
360.778.5010)**

COUNCILMEMBERS

Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kaylee Galloway
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Todd Donovan called the meeting to order at 10:32 a.m. in a hybrid meeting.

Roll Call

Present: 5 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, and Carol Frazey

Absent: 2 - Kaylee Galloway, and Kathy Kershner

Announcements**Water Resources Update**

Gary Stoyka, Public Works Department, updated on the following:

- Several technical studies including the:
 - The Groundwater Model
 - The Groundwater / Surface Water Interaction Study
 - A multi-purpose water storage study for flow protection, fish habitat, and water supply
 - An instream flow extrapolation study, looking at the flows that fish need
- They are trying to wrap up a summary report for the work they did this past summer for the drainage-based management process
- The regional water supply planning process is moving forward
- The Whatcom Land Trust closed on phase one of the Stewart Mountain Community Forest Project
- Engagement of the Forestry Advisory Committee to solicit feedback on the forest management planning process for the Stewart Mountain Community Forest
- The Executive requested \$1 million from the governor for the next biennial budget to continue water planning activities including the solutions table process
- An upcoming Flood Control Zone District request for funding
- The progress of the WRIA 1 data hub
- Topics for the next Watershed Management Board meeting
- The date for the next Water Work Session (January 17, 2023)

He gave more details on the multi-purpose water storage study.

River & Flood Program Update

Paula Harris, Public Works Department, presented on "Flow Split Charrette Tradeoffs and Implementation Workshop Update" (presentation on file) and

answered questions about whether the new bathymetry included the depth of the entire Nooksack River, the freeboard requirements that the small cities are considering increasing so that people would build at least two feet above the base flood (or 100-year) elevation, whether people can currently still build below that two-foot threshold, and whether every city is considering increasing the requirement to two feet.

Ingrid Enschede, Public Works Department, answered whether people know the areas that are going to be targeted for the acquisition buyouts.

Harris and Enschede continued the presentation.

Lake Whatcom Homeowner Incentive Program (HIP) Update

Ingrid Enschede, Public Works Department, presented and answered when the first neighborhood native landscaping project might happen.

Discussion with WRIA 1 Planning Unit

The following people updated the Councilmembers:

- Dan Eisses, Birch Bay Water and Sewer District and WRIA 1 Planning Unit
- Alexander Harris, RE Sources and WRIA 1 Planning Unit

They updated Councilmembers on what took place at the last month's Planning Unit meeting and what they will be doing at the next meeting and answered whether the comments from the Planning Unit could be sent to the Council, and what the top priorities would be in the Resolution (RES 2022-036) regarding Comprehensive Plan priorities that the Council might start thinking about when they start the Comprehensive Plan Update.

Chris Elder, Public Works Department, stated he was there to support the speakers and did not have anything additional to add.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 11:47 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: MIN2022-079

File ID:	MIN2022-079	Version:	1	Status:	Agenda Ready
File Created:	11/15/2022	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for November 3, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Special Council Budget Nov 3 2022

Whatcom County Council (Special)

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



Minutes - Draft Minutes

**Thursday, November 3, 2022
10 AM
Hybrid Meeting**

2023-2024 WHATCOM COUNTY BUDGET REVIEW WORK SESSION - REVISED AGENDA

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

Barry Buchanan, Council Vice Chair, called the meeting to order at 10:01 a.m. in a hybrid meeting.

Clerk's note: Council Chair Todd Donovan came later in the meeting chaired the meeting from this point on.

Roll Call

Present: 6 - Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Kaylee Galloway, and Kathy Kershner

Absent: 1 - Ben Elenbaas

Announcements**Discussion**

[AB2022-634](#) Discussion of the County Executive's recommended 2023-2024 Biennium Budget

The following people briefed the Councilmembers on the respective department budgets and answered questions (the order of some items changed):

Superior Court

Approximate Video Timestamp: 00:02:05

- Dave Reynolds, Superior Court Director

Juvenile Court

Approximate Video Timestamp: 00:04:31

- Dave Reynolds, Superior Court Director

Jail and Corrections Bureau

Approximate Video Timestamp: 00:05:54

- Doug Chadwick, Undersheriff

Prosecuting Attorney

Approximate Video Timestamp: 00:15:19

- Eric Richey, Whatcom County Prosecuting Attorney
- Tyler Schroeder, Director of Administrative Services
- Satpal Sidhu, County Executive

Clerk's note: Donovan chaired the meeting from this point on.

Sheriff

Approximate Video Timestamp for Overview and Corrections: 00:35:55

Approximate Video Timestamp for Emergency Management: 00:59:16

Approximate Video Timestamp for Operations: 01:12:19

- Bill Elfo, Sheriff
- Doug Chadwick, Undersheriff
- Wendy Jones, Sheriff's Office
- Tyler Schroeder, Director of Administrative Services
- Satpal Sidhu, County Executive

Clerk's note: Galloway joined the meeting during the discussion with the Sheriff Department.

Public Works

Approximate Video Timestamp: 01:34:15

- Elizabeth Kosa, Public Works Department acting Director
- Randy Rydell, Public Works Department
- Gary Stoyka, Public Works Department
- Brad Bennett, Administrative Services Department Finance

Break

Start: 01:51:31

End: 03:29:31

Parks

Approximate Video Timestamp: 03:29:39

- Bennett Knox, Parks and Recreation Department Director
- Christ Thomsen, Parks and Recreation Department
- Satpal Sidhu, County Executive
- Tyler Schroeder, Executive's Office

Administrative Services

Approximate Video Timestamp: 03:59:16

- Tyler Schroeder, Director of Administrative Services
- Rob Ney, Administrative Services Department Facilities **Timestamp: 04:00:18**
- Brad Bennett, Administrative Services Department Finance **Timestamp: 04:03:39**
- Melissa Keeley, Administrative Services Department Human

Resources **Timestamp: 04:08:08**

- Perry Rice, Administrative Services Department Information Technology Manager **Timestamp: 04:10:02**
- **Questions to the Administrative Services presenters - Timestamp: 04:16:14**

Executive, Non-Departmental, Emergency Medical Services (EMS), and Law Library

Approximate Video Timestamp: 04:39:47

- Tyler Schroeder, Director of Administrative Services
- Satpal Sidhu, County Executive
- Mike Hilley, Emergency Medical Services (EMS) Manager
Timestamp: 04:57:26

Miscellaneous

Approximate Video Timestamp: 05:28:31

- Tyler Schroeder, Director of Administrative Services
- Satpal Sidhu, County Executive

Clerk's note: Councilmember Buchanan left the meeting around 3:30 p.m.

Council Discussion Approximate Timestamp: 05:34:22

Donovan moved to purchase both of the rescue boats requested by the Sheriff in the first year (ASR 6532 - Two (2) Rescue Boats for River and Flood Response). The motion was seconded by Kershner.

The motion carried by the following vote:

Aye: 5 - Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Elenbaas

Out of the Meeting: 1 - Buchanan

Approximate Timestamp: 05:35:54

Kershner moved to add two Sheriff deputies to ASR number 6511 and along with that, add the cost to hire two deputies in ASR number 6593. The motion was seconded by Byrd.

Schroeder stated the Administration could come back with the cost of what that would be and then make some considerations at the November ninth Council meeting to formulize the decision to include it in the budget if that is helpful.

Kershner withdrew her motion and **moved** to ask the Administration to come back to the Council with costs on adding two additional deputies as well as the cost to hire the two additional deputies. The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 5 - Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 0

Absent: 1 - Elenbaas

Out of the Meeting: 1 - Buchanan

Approximate Timestamp: 05:39:20

Galloway asked whether there was interest in approving an FTE for a Conservation Easement Program Planner (ASR request number 6747) as requested by the Planning Department, or funding an FTE to support the Climate Action Manager as a climate data analyst (not in the ASRs but recommended by the Climate Impact Advisory Committee) and adding it to the budget under Public Works Natural Resources.

Councilmembers, Sidhu, and Schroeder discussed the ideas.

Approximate Timestamp: 05:51:12

Kershner stated she is looking at the use of American Rescue Plan Act (ARPA) funds and requests that could potentially be removed from the following Health Department ASRs:

- ASR number 6831 - Transportation Staffing
- ASR number 6847 - COVID Recovery
- ASR number 6933 - ARPA Childcare-Expansion & Quality Improvement

Councilmembers discussed Kershner's comments.

Approximate Timestamp: 05:58:17

Galloway spoke about ideas of adding line items to the budget for a forest management plan for Canyon Lake Community Forest and Lake Whatcom Park, and to fund capacity to install 15-20 electric vehicle (EV) charging stations at various County facilities.

Tyler Schroeder, Director of Administrative Services, answered what funds might be used for installing charging stations and stated the Administration

can come back to the Council with some information about it.

Schroeder and Dana Brown-Davis, Clerk of the Council, answered when it is expected that the Council will pass the budgeted items and whether the Ordinance would have to be re-introduced if they make changes after introduction.

Councilmembers and staff discussed having an additional work session on November ninth.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

MOTION SUMMARY:

Motion approved 5-0 (with Buchanan out of the meeting and Elenbaas absent) to purchase both of the rescue boats requested by the Sheriff in the first year (see ASR 6532)

Motion approved 5-0 (with Buchanan out of the meeting and Elenbaas absent) to ask the Administration to let the Council know the (ongoing) cost of adding two additional Sheriff deputies as well as the (one-time) cost to hire the two additional deputies (See ASRs 6511 and 6593).

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 4:06 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
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Agenda Bill Master Report

File Number: AB2022-618

File ID:	AB2022-618	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/26/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance in the matter of the adoption of the final budget of Whatcom County for the Biennium 2023-2024

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This proposed ordinance adopts the Whatcom County 2023-2024 budget, places restrictions on certain expenditures, authorizes actions, and sets expectations.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance, Proposed Exhibit B, Proposed Exhibit C

PROPOSED BY: County Executive

DATE: November 9, 2022

ORDINANCE NO. _____

**IN THE MATTER OF THE ADOPTION OF THE FINAL BUDGET OF
WHATCOM COUNTY FOR THE BIENNIUM 2023-2024**

WHEREAS, pursuant to and in conformity with the provisions of the Whatcom County Home Rule Charter, Section 6.10, relating to the County budget process, the Whatcom County Executive did complete and place on file a Preliminary Budget for Whatcom County for the biennium 2023-2024; and,

WHEREAS, following the completion of the Preliminary Budget, which was presented to the Council on October 18, 2022, a notice was published in the County's official newspaper; and,

WHEREAS, several meetings of the Council's Committee of the Whole took place in the ensuing weeks to analyze the amounts set forth for each department in the budget and to make recommendations for changes; and

WHEREAS, the County Council has analyzed the amounts set forth in the budget in reference to deciding whether the amounts were proper and necessary amounts to be used by the various departments of Whatcom County for the biennium 2023-2024; and

WHEREAS, notice was published in the County's official newspaper that the Council would have a hearing to further consider the Preliminary Budget as presented by the Executive and the recommended changes from the Council's Committee of the Whole, together with the Council's proposed restrictions on the expenditure of certain appropriations, and said public hearing took place.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council:

Section I. Adoption of Budget

The amounts set forth below are adopted as the Whatcom County Budget for the biennium 2023-2024:

FUND/DEPT.

GENERAL FUND	2023 Appropriation	2024 Appropriation
Assessor	4,026,482	4,129,800
Auditor	1,491,588	1,510,777
Council	1,960,027	2,003,737
Executive		
Executive	1,052,506	1,071,821
Non-Departmental	21,807,123	24,484,896
Planning & Development	6,737,291	6,862,970
Treasurer	1,726,988	1,759,325
Sheriff	20,650,196	20,330,806
District Court		
District Court	3,126,608	3,173,979
District Court Probation	2,351,782	2,389,828
Prosecuting Attorney	7,610,425	7,827,903
Public Defender	6,339,771	6,575,900
Superior Court		
Superior Court Administration	4,134,491	4,178,633
County Clerk	2,958,705	3,026,399
Juvenile Administration	5,537,680	5,657,912
Extension	697,880	702,954
Parks and Recreation	5,307,454	5,150,284
Public Health	18,800,228	18,800,932
TOTAL GENERAL FUND	116,317,225	119,638,856

FUND/DEPT - Continued

Fund No.	OTHER FUNDS	2023 Appropriation	2024 Appropriation
108	County Road	31,733,537	31,815,169
109	Election Reserves	1,825,443	1,781,667
114	Veterans Relief	528,243	527,601
118	Whatcom County Jail	19,901,010	20,297,519
121	Low-Income Housing Projects	260,000	260,000
122	Homeless Housing	7,257,347	5,229,071
123	Stormwater	1,780,194	1,543,637
124	Behavioral Health Programs	10,266,071	10,397,988
126	Parks Special Revenue	105,000	105,000
127	Mental Health & Developmental Disability	735,815	764,556
128	Swift Creek Sediment Management	225,300	335,300
129	Affordable & Supportive Housing	650,000	650,000
130	Countywide Emergency Medical Srvcs	23,091,531	23,965,184
132	Lake Whatcom Stormwater Utility	941,915	793,761
133	Affordable Hsg, Beh Hlth Fac, Rltd Srvs	1,289,585	1,304,260
135	WC Trial Court Improvement	105,870	45,870
138	American Rescue Plan Act	17,830,258	4,002,972
139	Ferry Fare Capital Surcharge	41,266	41,266
140	Solid Waste	2,288,314	2,275,169
141	WC Convention Center	1,456,925	891,150
142	Victim Witness	251,000	263,644
154	Road Improve #1	38,292	39,292
155	Road Improve #2	2,488	2,588
159	Road Improve #7	3,508	3,608
165	WC Drug Fund	562,000	187,000
166	Auditor's O&M	252,426	167,426
167	Emergency Management	1,625,817	1,567,433
170	Pt Roberts Fuel Tax	20,000	20,000
175	Conservation Futures	504,510	514,336
245	2010 Ltd Tax GO & Refund Bond	233,025	230,025
324	REET II	2,644,142	129,658
326	REET I	4,613,073	2,279,940
332	Public Utilities Improvement	2,888,937	1,932,307
444	Ferry System	3,911,803	3,946,609
501	ER&R	19,959,132	16,697,112
507	Administrative Services	22,953,060	21,623,142
	Total Other Funds	182,776,837	156,631,260

Section II. Provisions Restricting Expenditures, Authorizing Actions, and Setting Expectations.

Pursuant to Section 6.60 of the Whatcom County Home Rule Charter, the following provisions restricting the expenditure of certain appropriations are enacted for the 2023-2024 biennium. These provisions are an integral part of the official budget of Whatcom County and shall be published therewith, and are adopted as the Whatcom County Budget for the 2023-2024 biennium:

(A) This department/fund level appropriation is based upon the backup detail budget, as attached, and as contained in the document titled Whatcom County 2023-2024 Budget, Exhibit A (although labeled as Exhibit A to this ordinance, it is not attached herewith; rather it is kept on permanent file in the Whatcom County Council Office). Authorized positions are listed in attached Exhibit C. Authorized Personnel positions cannot be increased during the biennium except by approval of the County Council. Positions approved at less than a full-time equivalent may be increased subject to the availability of funds and the consent of the County Executive, but shall not be considered a permanent change in authorized levels. The monies allocated to Salaries and Wages, Personnel Benefits, and Capital Outlay can be transferred only with the prior approval of the County Executive.

(B) For purposes of purchasing and award, all assets, projects, and improvements included in capital appropriations shall be considered adopted by a capital budget appropriation ordinance and shall be administered pursuant to WCC Chapter 3.08.100 A.(2) and A.(3) using the process prescribed for capital budget appropriation ordinance. Capital items included in this budget ordinance are listed in the attached Exhibit B Capital Appropriations. Capital appropriations adopted in this ordinance lapse at the end of the fiscal year except as provided in WCC 3.02.050 Budgeting - Continuing appropriation. Contracts for good and services on individual items or projects listed in Exhibit B may be exceeded by up to 10% provided capital expenditures in total do not exceed capital appropriation adopted for each department of the general fund or for each fund for other county funds. The Public Works Director may make substitutions for individually listed vehicles and equipment provided the vehicles and equipment substituted meet established replacement criteria and are similar purpose type and size as the original asset identified in Exhibit B.

(C) Appropriation authority for any budgeted personnel position that becomes vacant during 2023-2024 shall continue unless the Council by motion identifies the position as one in need of review.

(D) Administration of the budget is the responsibility of the County Executive and therefore the County Executive is authorized to manage County budgets. To improve efficiency and flexibility for managers of multiple departments, the County Executive is authorized to transfer appropriation authority within the following groups of departments:

- District Court - District Court Probation
- Superior Court, County Clerk, and Juvenile Court Administration

The County Executive may transfer appropriation authority between other departments within the General Fund only if authorized by the County Council. The Council will receive a quarterly report of all transfers.

(E) \$1,000,000 of the adopted Undesignated Ending Fund Balance as provided for in this ordinance shall be maintained in a Rainy Day Reserve Account, and such monies shall only be appropriated upon a two-thirds affirmative vote of the entire County Council. In administering this Rainy Day Reserve Fund:

(1) The County Treasurer shall be empowered to use the Rainy Day Reserve Fund to manage the cash flow needs of all County Funds by making short-term loans (less than six months) without interest, and without the need to get Council/Executive permissions.

(2) Longer term loans (more than six months) can be made to other funds, but only with County Council approval.

(3) Any investment income earned as a result of the Rainy Day Reserve Fund shall be credited to the General Fund general revenues.

(F) The County Treasurer shall be empowered to use the Road Fund to manage the cash flow needs of all County Road Project Funds by making short-term loans (up to two years) without interest, and without the need to obtain Council/Executive permissions.

(G) Expenditure authority granted in this ordinance is based on revenue projections contained in Exhibit A. If it is evident that a department's revenues will fall short of the department's budgeted revenues in any calendar year, the department head will submit a plan to the County Executive to reduce departmental expenditures sufficient to offset the revenue shortfall within the same calendar year.

(H) Grant and restricted revenue shall be used first to pay for all eligible expenditures before any unrestricted General Fund general revenue is used as local funding for eligible expenditures.

(I) The one dollar surcharge authorized in RCW 36.22.170 (1)(a) may be used to fund Auditor recording fees charged to other General Fund departments and not funded by another revenue source.

BE IT FURTHER ORDAINED, to authorize the County Council staff to make such clerical, scriveners, or mathematical changes necessary to correct inadvertent errors that may have occurred.

ADOPTED this _____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of Council

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: _____

Exhibit B
Capital Appropriations
2023-2024 Budget

Department	Fund	ASR Base Budget	Capital Description	Budget Year	Cost
General Government Equipment and Software					
AS Facilities	Admin Services	6487	Generator at Williamson Way	2023	\$ 125,000
AS Facilities	Admin Services	6490	Energy Management Software Migration	2023	\$ 236,000
AS Info Services	Admin Services	6653	Lifecycle Replacement: Network & Tele Switches	2023	\$ 550,000
AS Info Services	Admin Services	6654	Lifecycle Replacement: Network Firewall	2023	\$ 220,000
AS Info Services	Admin Services	6660	Lifecycle Replacement: Enterprise Storage System	2023	\$ 100,000
AS Info Services	Admin Services	6706	Enterprise GIS Software and Data Upgrade	2023	\$ 80,000
AS Info Services	Trial Court Imprvmnt	6711	Computer Equipment for CMS for District Court	2023	\$ 60,000
Sheriff - Operations	Drug Fund	6514	Ballistic Protective Armored Vehicle	2023	\$ 350,000
Sheriff - Operations	General Fund	6532	Two Rescue Boats for River and Flood Response	2023	\$ 45,000
Sheriff - Corrections	Jail Fund	6465	Kitchen Equipment	2023	\$ 142,840
Sheriff - Corrections	Jail Fund	6466	Dental Equipment	2023	\$ 80,000
Sheriff - Corrections	Jail Fund	6471	Radio Replacement	2023	\$ 215,858
Sheriff - Operations	General Fund	6532	Two Rescue Boats for River and Flood Response	2024	\$ 45,000
Sheriff - Corrections	Jail Fund	6465	Kitchen Equipment	2024	\$ 117,291
AS Info Services	Various	6703	Regional Pictometry Imagery Flight	2024	\$ 200,000
AS Info Services	Admin Services	6659	Lifecycle Replacement: Enterprise Backup System	2024	\$ 220,000
Total					<u>\$ 2,661,989</u>
General Government Facilities Improvements					
Facilities	REET I	Base Bgt	Interior Painting	2023	\$ 50,000
Facilities	REET I	Base Bgt	Carpet Replacement	2023	\$ 65,000
Facilities	REET I	Base Bgt	Asphalt Patching/Sidewalk Repairs	2023	\$ 50,000
Facilities	REET I	Base Bgt	ADA Compliance	2023	\$ 40,000
Facilities	REET I	Base Bgt	Interior Painting	2024	\$ 50,000
Facilities	REET I	Base Bgt	Carpet Replacement	2024	\$ 65,000
Facilities	REET I	Base Bgt	Asphalt Patching/Sidewalk Repairs	2024	\$ 50,000
Facilities	REET I	Base Bgt	ADA Compliance	2024	\$ 40,000
Total					<u>\$ 410,000</u>

Exhibit B
Capital Appropriations
2023-2024 Budget

Department	Fund	ASR Base Budget	Capital Description	Budget Year	Cost
Health Department Facilities Improvements					
Health	Solid Waste	6867	Disposal of Toxics Floor Painting	2023	\$ 40,000
Total					<u>\$ 40,000</u>
Parks Improvements					
Parks	REET II	6924	Silver Lake Roof Replacement Project	2023	\$ 231,000
Parks	REET II	6925	Hovander Barn Paintworks	2023	\$ 147,400
Parks	REET II	6926	Silver Lake Park Residence Demolition	2023	\$ 61,800
Parks	REET II	6928	Hovander Residence Demolition	2023	\$ 55,500
Parks	REET II	6929	Aiston Preserve Access Improvements	2024	\$ 50,000
Total					<u>\$ 545,700</u>
Public Works Maintenance & Operations					
Public Works	Road	6794	Survey Total Stations	2023	\$ 50,000
Total					<u>\$ 50,000</u>

Exhibit B
Capital Appropriations
2023-2024 Budget

Dept/Div	Fund	Description of Assets to be Purchased	Budget Year	Cost	Assets Being Replaced	Year	Replaced Equip #
Equipment Rental and Revolving Fund Vehicle & Equip Replacement and Additions							
Assessor	ER&R	Passenger Vehicle- hybrid	2023	\$ 48,000	Toyota Prius hybrid sedan	2005	28
Auditor	ER&R	Van (ASR 6446)	2023	\$ 70,000			NEW
Corrections	ER&R	Bus- Prisoner Vans	2023	\$ 540,000	Braun Transport 7400	2008	900
Corrections	ER&R	Bus- Prisoner Vans	2023	\$ 75,000	Ford E350 1 ton van	2006	8025
AS-Facilities	ER&R	Van	2023	\$ 68,000	Ford Aerostar van	1993	47
Health	ER&R	Passenger Vehicle- hybrid	2023	\$ 48,000	Toyota Prius hybrid sedan	2005	59
Health	ER&R	Passenger Vehicle- hybrid	2023	\$ 48,000	Toyota Prius hybrid sedan	2004	84
Health	ER&R	Passenger Vehicle- hybrid (ASR 6981)	2023	\$ 37,500			NEW
Health	ER&R	Passenger Vehicle- hybrid (ASR 6981)	2023	\$ 37,500			NEW
Health	ER&R	Passenger Vehicle- hybrid (ASR 6981)	2023	\$ 37,500			NEW
Engineering	ER&R	1/2 ton 4x4 pickup	2023	\$ 62,500	Ford F150 1/2 ton crewcab 4x4 pickup	2007	170
Flood	ER&R	Utility Terrain Vehicle (ASR 6817)	2023	\$ 25,000			NEW
Equipment Rental and Revolv	ER&R	ER&R Shop Tools	2023	\$ 10,000	Bear Gas Analyzer Series 200	1993	712
Equipment Rental and Revolv	ER&R	ER&R Shop Tools	2023	\$ 8,000	Floor Scrubber	2010	769
Equipment Rental and Revolv	ER&R	ER&R Shop Tools	2023	\$ 10,000	Bosch ESI HD Diagnostic Tool	2015	771
Road-M&O	ER&R	Loader-mounted Snow Blower Attachment	2023	\$ 154,000	Snow plow	1994	580
Road-M&O	ER&R	1/2 ton 4x4 pickup	2023	\$ 62,500	Dodge Ram 1500 1/2 ton crewcab 4x4 pickup	2014	100
Road-M&O	ER&R	1/2 ton 4x4 pickup	2023	\$ 62,500	Dodge Ram 1500 1/2 ton crewcab 4x4 pickup	2015	123
Road-M&O	ER&R	Roadside Mowing Tractor	2023	\$ 310,000	New Holland TS110A tractor	2006	326
Road-M&O	ER&R	Roadside Mowing Mower	2023	\$ -	Diamond flail mower	2006	526
Road-M&O	ER&R	Roadside Mowing Tractor	2023	\$ 310,000	John Deere 6430 Tractor	2012	345
Road-M&O	ER&R	Roadside Mowing Mower	2023	\$ -	Alamo flail mower	2012	545
Road-M&O	ER&R	Roadside Mowing Tractor	2023	\$ 310,000	John Deere 6430 Tractor	2012	346
Road-M&O	ER&R	Roadside Mowing Mower	2023	\$ -	Alamo flail mower	2012	546
Road-M&O	ER&R	Excavator (See ASR 2023-6774)	2023	\$ 280,000	Kobelco 760B excavator	2005	305
Road-M&O	ER&R	1.5 Yard Wheel Loader	2023	\$ 180,000	Fermec 760B backhoe	2000	323
Road-M&O	ER&R	Loader	2023	\$ 240,000	Cat Loader	2003	335
Road-M&O	ER&R	Loader	2023	\$ 335,000	Komatsu WA430 loader	2007	336
Road-M&O	ER&R	Dump Trucks(10-12 yard)	2023	\$ 450,000	Kenworth Blade Truck	2002	228
Road-M&O	ER&R	Air Compressor and Welders	2023	\$ 40,000	Sullair-Comp	2003	453
Road-M&O	ER&R	Sander	2023	\$ 38,500	Hiway E20500 sander	2003	454
Road-M&O	ER&R	Tracked Excavator (See ASR 2023-6775)	2023	\$ 265,000	Gradall XL3100	2009	352
Road-M&O	ER&R	Water Tank- 3000 gallon	2023	\$ 50,000	Norstar 3000 gallon water tank	2001	368
Road-M&O	ER&R	Hydro mulcher	2023	\$ 90,000	Bowie hydromulcher 800/1100	2002	369
Road-M&O	ER&R	Compactor (See ASR 2023-6776)	2023	\$ 115,000	Sheeps foot compactor	1962	442
Road-M&O	ER&R	Side Cast Sweeper (See ASR 2023-6783)	2023	\$ 250,000	Cat 953 track loader	1989	504
Planning & Development	ER&R	1/4 ton 4x4 pickup	2023	\$ 48,000	Toyota Tacoma 1/4 ton crewcab 4x4 pickup	2014	19
Planning & Development	ER&R	SUV- 4x4	2023	\$ 52,000	Ford Escape 4x4 SUV	2007	13
Planning & Development	ER&R	PDS Fire Inspector Vehicle (See SBR 3309)	2023	\$ 75,000	Crew Cab 4x4 2500		NEW
Parks	ER&R	Backhoe	2023	\$ 170,000	New Holland B95 backhoe	2006	815
Parks	ER&R	Roller (ASR 6978)	2023	\$ 4,260	Acquire from surplus Beuthling B400 roller		NEW
Parks	ER&R	Single Axle Dump Truck (ASR 6978)	2023	\$ 60,000	Acquire from surplus single axle 4wd dump truck		NEW

Exhibit B
Capital Appropriations
2023-2024 Budget

Dept/Div	Fund	Description of Assets to be Purchased	Budget Year	Cost	Assets Being Replaced	Year	Replaced Equip #
Equipment Rental and Revolving Fund Vehicle & Equip Replacement and Additions							
Parks	ER&R	Mower (ASR 6979)	2023	\$ 15,700	New Zero-turn mower, 24hp, 60" cutting deck		NEW
Parks	ER&R	Tracked Excavator (ASR 6979)	2023	\$ 82,900	New 12,000lb 42hp tracked excavator with mower		NEW
Parks	ER&R	1/4 ton 4x4 pickup (ASR 6980)	2023	\$ 46,000			NEW
Parks	ER&R	1/2 ton 4x4 pickup (ASR 6980)	2023	\$ 51,000			NEW
Sheriff	ER&R	1 ton 4x4 Pickup	2023	\$ 62,000	Chevy Silverado 3500 1 ton crewcab 4x4 pickup	2014	6014
Sheriff	ER&R	Sheriff Patrol Vehicle	2023	\$ 59,000	Crown Vic.	2011	6221
Sheriff	ER&R	Sheriff Patrol Vehicle	2023	\$ 59,000	PUV-AWD	2014	6223
Sheriff	ER&R	Sheriff Patrol Vehicle	2023	\$ 59,000	Tahoe 4X4	2015	6229
Sheriff	ER&R	Sheriff Patrol Vehicle	2023	\$ 59,000	Tahoe 4X4	2015	6231
Sheriff	ER&R	Sheriff Patrol Vehicle	2023	\$ 59,000	Tahoe 4X4	2015	6233
Sheriff	ER&R	Sheriff Patrol Vehicle	2023	\$ 59,000	Tahoe 4X4	2015	6234
Sheriff	ER&R	Sheriff Patrol Vehicle	2023	\$ 59,000	PUV-AWD	2015	6237
Sheriff	ER&R	Sheriff Patrol Vehicle	2023	\$ 59,000	PUV-AWD	2015	6238
ER&R	ER&R	Make Ready Intrafund Capital	2023	\$ 250,000			
Total				<u>\$ 6,056,360</u>			
Road-M&O	ER&R	1/2 ton 4x4 pickup	2024	\$ 88,000	Ford F250 1/2 ton crewcab 4x4 pickup	2015	202
Road-M&O	ER&R	Hot Box Patch Truck	2024	\$ 280,000	Freightliner M2106 w/ Propatch	2006	282
Road-M&O	ER&R	Herbicide Truck	2024	\$ 130,000	Chevrolet Tilt Cab	2004	356
Road-M&O	ER&R	Rollers	2024	\$ 42,000	Buethling Double Drum Roller	2004	448
Road-M&O	ER&R	General Purpose & Water Truck	2024	\$ 275,000	International 6 Wheel Dump Truck	2004	290
Road-M&O	ER&R	Lowboy Truck	2024	\$ 240,000	Kenworth T800 Lowboy Truck	2007	201
Road-M&O	ER&R	Motor Graders	2024	\$ 461,000	Volvo G946 Motor Grader	2008	312
Road-M&O	ER&R	Trailers	2024	\$ 45,000	Tandem Axle Tilt Trailer	2007	428
Parks	ER&R	Work Trucks(Up to 2,300 lbs. GVW)	2024	\$ 68,000	Ford F350 Supercab & Chassis	2008	886
Parks	ER&R	Tractors	2024	\$ 120,000	John Deere 3720 Tractor Mower	2013	804
Parks	ER&R	Small Dozer	2024	\$ 250,000	Cat Tractor	1990	801
Sheriff	ER&R	Sheriff Patrol Vehicle	2024	\$ 62,000	PUV-AWD	2015	6239
Sheriff	ER&R	Sheriff Patrol Vehicle	2024	\$ 62,000	PUV-AWD	2015	6240
Sheriff	ER&R	Sheriff Patrol Vehicle	2024	\$ 62,000	PUV-AWD	2015	6241
Sheriff	ER&R	Sheriff Patrol Vehicle	2024	\$ 62,000	PUV-AWD	2015	6242
Sheriff	ER&R	Sheriff Patrol Vehicle	2024	\$ 62,000	PUV-AWD	2015	6243
Sheriff	ER&R	Sheriff Patrol Vehicle	2024	\$ 62,000	Tahoe 4X4	2015	6245
Sheriff	ER&R	Sheriff Patrol Vehicle	2024	\$ 62,000	Tahoe 4X4	2015	6246
ER&R	ER&R	Make Ready Intrafund Capital	2024	\$ 250,000			
Total				<u>\$ 2,683,000</u>			

EXHIBIT C - POSITION CONTROL CHANGES

	Mid-Biennium 2022 Totals	Additional 2022 Changes	Amended 2022	2023 Changes	2023 Totals	2024 Changes	2024 Totals
ADMINISTRATIVE SERVICES							
Administration							
Director - Administrative Services	0.50		0.50		0.50		0.50
Administrative Services Coordinator	1.00		1.00		1.00		1.00
Admin Secretary/Grant Coordinator	0.50		0.50		0.50		0.50
	2.00	0.00	2.00	0.00	2.00	0.00	2.00
Finance							
Finance Manager	1.00		1.00		1.00		1.00
Associate Manager	1.00	1.00	2.00		2.00		2.00
Budget Analyst	2.00	1.00	3.00		3.00		3.00
Accountant	1.00		1.00		1.00		1.00
Financial Accountant	3.00		3.00		3.00		3.00
Office Coordinator	1.00		1.00		1.00		1.00
Grant Compliance Specialist	1.00		1.00		1.00		1.00
Payroll Supervisor	1.00		1.00		1.00		1.00
Payroll Benefits Specialist	1.00		1.00		1.00		1.00
Purchasing Coordinator	1.00	1.00	2.00		2.00		2.00
	13.00	3.00	16.00	0.00	16.00	0.00	16.00
Facilities Management							
Project & Operations Manager	1.00		1.00		1.00		1.00
Associate Manager	1.00		1.00		1.00		1.00
Administrative Assistant	0.00	1.00	1.00		1.00		1.00
Facilities Assistant	1.00	(1.00)	0.00		0.00		0.00
Special Projects Manager	1.00		1.00		1.00		1.00
Clerk/Receptionist	1.00		1.00		1.00		1.00
Coordinator	0.00	1.00	1.00		1.00		1.00
Clerk IV	1.00	(1.00)	0.00		0.00		0.00
Facilities Technical Specialist	4.00		4.00		4.00		4.00
Facilities Maintenance Lead	1.00		1.00		1.00		1.00
Facilities Maintenance Technician	4.00		4.00		4.00		4.00
Facilities Technical Apprentice	1.00		1.00		1.00		1.00
Custodial Coordinator	1.00		1.00		1.00		1.00
Custodian	9.00		9.00		9.00		9.00
	26.00	0.00	26.00	0.00	26.00	0.00	26.00
Information Technology							
Information Technology Manager	1.00		1.00		1.00		1.00
Administrative Assistant	1.00		1.00		1.00		1.00
Associate Manager	1.00	(1.00)	0.00		0.00		0.00
Network Engineer	1.00		1.00		1.00		1.00
Active Directory Administrator	1.00		1.00		1.00		1.00
Systems Supervisor	0.00	1.00	1.00		1.00		1.00
Systems Administrator	6.00		6.00		6.00		6.00
Systems Support Specialist	2.00		2.00		2.00		2.00
Systems Analyst	2.00	(1.00)	1.00		1.00		1.00
Applications Supervisor	1.00		1.00		1.00		1.00
Applications Administrator	3.00	1.00	4.00		4.00		4.00
Applications Support Specialist	1.00		1.00		1.00		1.00
GIS Administrator	2.00		2.00		2.00		2.00

EXHIBIT C - POSITION CONTROL CHANGES

	Mid-Biennium 2022 Totals	Additional 2022 Changes	Amended 2022	2023 Changes	2023 Totals	2024 Changes	2024 Totals
GIS Supervisor	1.00		1.00		1.00		1.00
Public Records Officer	0.00	1.00	1.00		1.00		1.00
Records & Project Administrator	1.00	(1.00)	0.00		0.00		0.00
Coordinator	1.00		1.00		1.00		1.00
	25.00	0.00	25.00	0.00	25.00	0.00	25.00
<u>Human Resources</u>							
Human Resources Manager	1.00		1.00		1.00		1.00
Associate Manager	1.00		1.00		1.00		1.00
Human Resources Representative	5.00		5.00		5.00		5.00
Office Coordinator	1.00		1.00		1.00		1.00
	8.00	0.00	8.00	0.00	8.00	0.00	8.00
TOTAL ADMINISTRATIVE SERVICES	74.00	3.00	77.00	0.00	77.00	0.00	77.00
ASSESSOR							
Assessor	1.00		1.00		1.00		1.00
Chief Deputy	1.00		1.00		1.00		1.00
Chief Appraiser	0.00	1.00	1.00		1.00		1.00
Administrative Specialist	0.00		0.00	1.00	1.00		1.00
Administrative Assistant	1.00		1.00	(1.00)	0.00		0.00
Property Data Supervisor	1.00		1.00		1.00		1.00
Property Services Manager	1.00		1.00		1.00		1.00
Coordinator	1.00		1.00		1.00		1.00
Program Technician	1.00		1.00		1.00		1.00
Clerk	4.00		4.00	2.00	6.00		6.00
Clerk/Receptionist	2.00		2.00	(2.00)	0.00		0.00
Personal Property Clerk	2.00		2.00		2.00		2.00
GIS Specialist	1.00		1.00		1.00		1.00
Drafter/GIS Technician	1.00		1.00		1.00		1.00
Appraiser	13.00		13.00		13.00		13.00
TOTAL ASSESSOR	30.00	1.00	31.00	0.00	31.00	0.00	31.00
AUDITOR							
Auditor	1.00		1.00		1.00		1.00
Chief Deputy	1.00		1.00		1.00		1.00
Licensing Supervisor	1.00		1.00		1.00		1.00
Coordinator	1.00		1.00		1.00		1.00
Accounting Technician	0.00		0.00	1.00	1.00		1.00
Clerk	7.50		7.50	(1.00)	6.50		6.50
	11.50	0.00	11.50	0.00	11.50	0.00	11.50
<u>Elections</u>							
Elections Supervisor	1.00		1.00		1.00		1.00
Office Coordinator	1.00		1.00		1.00		1.00
Coordinator	1.00		1.00		1.00		1.00
Clerk	2.50		2.50		2.50		2.50
	5.50	0.00	5.50	0.00	5.50	0.00	5.50
TOTAL AUDITOR	17.00	0.00	17.00	0.00	17.00	0.00	17.00
COUNTY COUNCIL							
Council							
Clerk of the Council	1.00		1.00		1.00		1.00
Legislative Analyst	1.00		1.00		1.00		1.00

EXHIBIT C - POSITION CONTROL CHANGES							
	Mid-Biennium 2022 Totals	Additional 2022 Changes	Amended 2022	2023 Changes	2023 Totals	2024 Changes	2024 Totals
Council Member	3.50		3.50		3.50		3.50
Legislative Clerk	2.00		2.00		2.00		2.00
Legislative Coordinator	4.00		4.00		4.00		4.00
TOTAL COUNTY COUNCIL	11.50	0.00	11.50	0.00	11.50	0.00	11.50
COUNTY EXECUTIVE							
County Executive	1.00		1.00		1.00		1.00
Director of Administrative Services	0.50		0.50		0.50		0.50
Special Programs Manager	1.00		1.00		1.00		1.00
Executive Asst/Communications Coord.	1.00		1.00		1.00		1.00
Community Outreach Facilitator	1.00		1.00		1.00		1.00
Executive Secretary	1.00		1.00		1.00		1.00
Admin Secretary/Grant Coordinator	0.50		0.50		0.50		0.50
	6.00	0.00	6.00	0.00	6.00	0.00	6.00
Executive - Non Departmental							
American Rescue Plan Act							
Grants Manager	1.00		1.00	(1.00)	0.00	0.00	0.00
Emergency Medical Services							
Emergency Medical Services Manager	1.00		1.00		1.00		1.00
Program Specialist	1.00		1.00		1.00		1.00
Systems Analyst	1.00		1.00		1.00		1.00
Coordinator	1.00		1.00		1.00		1.00
	4.00	0.00	4.00	0.00	4.00	0.00	4.00
TOTAL COUNTY EXECUTIVE	11.00	0.00	11.00	(1.00)	10.00	0.00	10.00
DISTRICT COURT							
District Court							
Judge	2.00		2.00		2.00		2.00
District Court Commissioner	1.00		1.00		1.00		1.00
District Court Administrator	0.50		0.50		0.50		0.50
Deputy District Court Administrator	1.00		1.00		1.00		1.00
Jury Coordinator	1.00		1.00		1.00		1.00
Coordinator	2.00		2.00		2.00		2.00
Financial Accountant	1.00		1.00		1.00		1.00
Clerk	3.00		3.00		3.00		3.00
Clerk/Receptionist	2.00		2.00		2.00		2.00
Calendar Coordinator	2.00		2.00		2.00		2.00
Senior Court Clerk	1.00		1.00		1.00		1.00
Court Clerk	5.00		5.00		5.00		5.00
	21.50	0.00	21.50	0.00	21.50	0.00	21.50
District Court Probation							
District Court Probation Administrator	0.50		0.50		0.50		0.50
Probation Manager	1.00		1.00		1.00		1.00
Lead Probation Officer	1.00		1.00		1.00		1.00
Probation Officer	10.00		10.00		10.00		10.00
Senior Clerk	1.00		1.00		1.00		1.00
Clerk	2.00		2.00		2.00		2.00
	15.50	0.00	15.50	0.00	15.50	0.00	15.50
TOTAL DISTRICT COURT	37.00	0.00	37.00	0.00	37.00	0.00	37.00
HEALTH							

EXHIBIT C - POSITION CONTROL CHANGES

	Mid-Biennium 2022 Totals	Additional 2022 Changes	Amended 2022	2023 Changes	2023 Totals	2024 Changes	2024 Totals
<u>Health Administration</u>							
Health Department Director	1.00		1.00		1.00		1.00
Health Officer	1.20		1.20		1.20		1.20
Assistant Director	1.00		1.00		1.00		1.00
Office Coordinator	1.00		1.00		1.00		1.00
Contract Coordinator	1.00		1.00		1.00		1.00
Communications Coordinator	0.00		0.00	1.00	1.00		1.00
Community Health Outreach Worker	0.00		0.00	1.00	1.00	(1.00)	0.00
Community Health Specialist	0.00		0.00	1.00	1.00		1.00
Accounting Supervisor	1.00		1.00		1.00		1.00
Accountant	1.00	1.00	2.00		2.00		2.00
Accounting Technician	3.00	(1.00)	2.00	1.00	3.00		3.00
Account Clerk	1.00		1.00		1.00		1.00
Health Info & Assessment Supervisor	1.00		1.00		1.00		1.00
Data Applications Specialist	0.00		0.00	1.00	1.00		1.00
Data Technician	0.00	1.00	1.00		1.00		1.00
Pub. Health Informatics Specialist	1.00		1.00		1.00		1.00
Program Specialist	5.00	2.00	7.00	4.00	11.00		11.00
Administrative Supervisor	1.00		1.00		1.00		1.00
Clerk	7.00		7.00	2.00	9.00		9.00
Coordinator	2.00		2.00		2.00		2.00
	28.20	3.00	31.20	11.00	42.20	(1.00)	41.20
<u>Community Services (formerly Human Services & Community Health)</u>							
Human Services Manager	1.00		1.00		1.00		1.00
Human Services Supervisor	2.00	(1.00)	1.00		1.00		1.00
Program Specialist	11.00	(1.00)	10.00		10.00		10.00
Mental Health Court Program Manager	1.00	(1.00)	0.00		0.00		0.00
Child & Family Programs Manager	1.00		1.00		1.00		1.00
Community Health Specialist	7.00	(1.00)	6.00		6.00		6.00
Community Health Manager	1.00		1.00		1.00		1.00
Public Health Nurse Supervisor	1.00		1.00		1.00		1.00
Public Health Nurse	4.00		4.00		4.00		4.00
Community Nutrition Specialist	1.00		1.00		1.00		1.00
	30.00	(4.00)	26.00	0.00	26.00	0.00	26.00
<u>Environmental Health</u>							
Environmental Health Services Manager	1.00		1.00		1.00		1.00
Environmental Health Supervisor	3.00		3.00		3.00		3.00
Environmental Health Specialist	18.50	(0.50)	18.00		18.00		18.00
	22.50	(0.50)	22.00	0.00	22.00	0.00	22.00
<u>Communicable Disease & Epidemiology</u>							
Communicable Disease & Epidemiology Mgr	1.00		1.00		1.00		1.00
Public Health Nurse Supervisor	2.00		2.00		2.00		2.00
Public Health Nurse	15.00		15.00		15.00		15.00
Special Projects Manager	1.00		1.00	(1.00)	0.00		0.00
Coordinator	0.00		0.00	1.00	1.00	(1.00)	0.00
Program Specialist	2.00	(2.00)	0.00		0.00		0.00
Data Technician	1.00	(1.00)	0.00		0.00		0.00
Community Health Specialist	0.00	1.00	1.00		1.00		1.00

EXHIBIT C - POSITION CONTROL CHANGES

	Mid-Biennium 2022 Totals	Additional 2022 Changes	Amended 2022	2023 Changes	2023 Totals	2024 Changes	2024 Totals
Environmental Health Specialist	0.50	0.50	1.00		1.00		1.00
	22.50	(1.50)	21.00	0.00	21.00	(1.00)	20.00
Response System Division							
Response System Manager	0.00	1.00	1.00		1.00		1.00
Special Programs Manager	0.00	1.00	1.00		1.00		1.00
Mental Health Court Program Manager	0.00	1.00	1.00		1.00		1.00
Human Services Supervisor	0.00	1.00	1.00		1.00		1.00
Response Systems Supervisor	0.00	3.00	3.00		3.00		3.00
Behavioral Health Specialists	0.00	18.00	18.00		18.00		18.00
Community Health Outreach Worker	0.00		0.00	1.00	1.00		1.00
Program Specialist	0.00	1.00	1.00		1.00		1.00
Public Health Nurse	0.00	2.00	2.00		2.00		2.00
Clerk	0.00	1.00	1.00		1.00		1.00
	0.00	29.00	29.00	1.00	30.00	0.00	30.00
TOTAL HEALTH	103.20	26.00	129.20	12.00	141.20	(2.00)	139.20
PARKS & RECREATION							
Administration							
Director	1.00		1.00		1.00		1.00
Administrative Supervisor	1.00		1.00		1.00		1.00
Accountant	1.00		1.00		1.00		1.00
Clerk	2.00		2.00		2.00		2.00
	5.00	0.00	5.00	0.00	5.00	0.00	5.00
Park Facilities							
Park Operations Manager	1.00		1.00		1.00		1.00
Regional Park Supervisor	2.00	1.00	3.00		3.00		3.00
Park Ranger	4.00		4.00		4.00		4.00
Conservation & Park Steward	1.00	(1.00)	0.00		0.00		0.00
Park Attendant	3.00		3.00		3.00		3.00
Sr. Design & Development Supervisor	1.00	(1.00)	0.00		0.00		0.00
Park Design & Development Manager	0.00	1.00	1.00		1.00		1.00
Project Manager	0.00		0.00	1.00	1.00		1.00
Field Operations Supervisor	0.00		0.00	1.00	1.00		1.00
Maintenance/Construction Supervisor	1.00		1.00		1.00		1.00
Outside Maintenance Coordinator	2.00		2.00		2.00		2.00
Repair Maintenance	5.00		5.00		5.00		5.00
Maintenance Worker	1.00		1.00		1.00		1.00
	21.00	0.00	21.00	2.00	23.00	0.00	23.00
TOTAL PARKS & RECREATION	26.00	0.00	26.00	2.00	28.00	0.00	28.00
PLANNING & DEVELOPMENT							
Director	1.00		1.00		1.00		1.00
Assistant Director	1.00		1.00		1.00		1.00
Administrative Manager	0.00		0.00	1.00	1.00		1.00
Operations Supervisor	1.00		1.00	(1.00)	0.00		0.00
Clerk/Receptionist	1.00		1.00	(1.00)	0.00		0.00
Division Manager	2.00		2.00		2.00		2.00
GIS Specialist	1.00		1.00		1.00		1.00
Planner	25.00		25.00	2.00	27.00		27.00
Coordinator	2.00		2.00	1.00	3.00		3.00

EXHIBIT C - POSITION CONTROL CHANGES

	Mid-Biennium 2022 Totals	Additional 2022 Changes	Amended 2022	2023 Changes	2023 Totals	2024 Changes	2024 Totals
Clerk	1.00		1.00		1.00		1.00
Public Service Inspector	4.00		4.00		4.00		4.00
Fire Inspector	3.00		3.00		3.00		3.00
Plans Examiner	3.00		3.00		3.00		3.00
Permit Center Specialist	1.00		1.00		1.00		1.00
Planning Technician	1.00		1.00		1.00		1.00
TOTAL PLANNING & DEVELOPMENT	47.00	0.00	47.00	2.00	49.00	0.00	49.00
PROSECUTING ATTORNEY							
Prosecuting Attorney	1.00		1.00		1.00		1.00
Chief Criminal Deputy	1.00		1.00		1.00		1.00
Chief Civil Deputy	1.00		1.00		1.00		1.00
Administrative Manager	1.00		1.00		1.00		1.00
Assistant Chief Criminal Deputy	1.00		1.00		1.00		1.00
Deputy	23.00		23.00		23.00		23.00
Coordinator	1.00		1.00		1.00		1.00
Legal Assistant	12.00	(1.00)	11.00		11.00		11.00
Discovery Specialist	0.00	1.00	1.00		1.00		1.00
Records Assistant	0.00	1.00	1.00		1.00		1.00
Clerk/Receptionist	1.00		1.00		1.00		1.00
Investigator Supervisor	0.00	1.00	1.00		1.00		1.00
Lead Victim Witness Coordinator	1.00		1.00		1.00		1.00
Victim Witness Coordinator	4.00		4.00		4.00		4.00
Confidential Secretary	1.00		1.00		1.00		1.00
Paralegal	3.00		3.00		3.00		3.00
Domestic Relations Coordinator	2.00		2.00		2.00		2.00
TOTAL PROSECUTING ATTORNEY	53.00	2.00	55.00	0.00	55.00	0.00	55.00
PUBLIC DEFENDER							
Public Defender	1.00		1.00		1.00		1.00
Chief Deputy	1.00		1.00		1.00		1.00
Assistant Chief Deputy	0.00	1.00	1.00		1.00		1.00
Deputy	21.00	(1.00)	20.00		20.00		20.00
Office Administrator	1.00		1.00		1.00		1.00
Investigations Supervisor	1.00		1.00		1.00		1.00
Investigator	5.00		5.00		5.00		5.00
Behavioral Health Specialist	2.00		2.00		2.00		2.00
Legal Assistant	7.00		7.00		7.00		7.00
Administrative Secretary	1.00	(1.00)	0.00		0.00		0.00
Coordinator	0.00	1.00	1.00		1.00		1.00
Clerk	1.00		1.00		1.00		1.00
Clerk/Receptionist	2.00		2.00		2.00		2.00
TOTAL PUBLIC DEFENDER	43.00	0.00	43.00	0.00	43.00	0.00	43.00
PUBLIC WORKS							
Administration/Accounting							
Director	1.00		1.00		1.00		1.00
Assistant Director	1.00		1.00		1.00		1.00
Financial Services Manager	1.00		1.00		1.00		1.00
Accounting Supervisor	0.00	1.00	1.00		1.00		1.00
Financial Accountant	1.00		1.00		1.00		1.00

EXHIBIT C - POSITION CONTROL CHANGES

	Mid-Biennium 2022 Totals	Additional 2022 Changes	Amended 2022	2023 Changes	2023 Totals	2024 Changes	2024 Totals
Accountant	0.00	1.00	1.00		1.00		1.00
Accounting Technician	1.00		1.00		1.00		1.00
Account Clerk	1.00	(1.00)	0.00		0.00		0.00
Administrative Specialist	1.00		1.00		1.00		1.00
Safety/Training Specialist	1.00	(1.00)	0.00		0.00		0.00
Safety & Training Coordinator	0.00	1.00	1.00		1.00		1.00
Clerk/Receptionist	1.00		1.00		1.00		1.00
Program Specialist	2.00		2.00		2.00		2.00
Special Programs Manager	1.00		1.00		1.00		1.00
Engineering	12.00	1.00	13.00	0.00	13.00	0.00	13.00
County Engineer	1.00		1.00		1.00		1.00
Administrative Secretary	1.00	1.00	2.00		2.00		2.00
Clerk	2.00	(1.00)	1.00		1.00		1.00
Records Assistant	1.00		1.00		1.00		1.00
Engineering Manager	4.00		4.00		4.00		4.00
Engineering Supervisor	0.00	1.00	1.00		1.00	1.00	2.00
Engineer	7.00		7.00		7.00		7.00
Planner	3.00		3.00		3.00		3.00
Coordinator	1.00	(1.00)	0.00		0.00		0.00
Survey Technician	2.00		2.00		2.00		2.00
Senior Professional Land Surveyor	1.00	(1.00)	0.00		0.00		0.00
Engineering Technician	13.00	1.00	14.00	2.00	16.00		16.00
NPDES	36.00	0.00	36.00	2.00	38.00	1.00	39.00
Natural Resource Specialist	1.00		1.00		1.00		1.00
Engineering Technician	2.00		2.00		2.00		2.00
Planner	1.00		1.00		1.00		1.00
Flood Control	4.00	0.00	4.00	0.00	4.00	0.00	4.00
Engineering Manager	1.00		1.00		1.00		1.00
Administrative Secretary	1.00		1.00		1.00		1.00
Engineering Supervisor	0.00	1.00	1.00		1.00		1.00
Engineer	3.00		3.00		3.00		3.00
Engineering Technician	2.00		2.00		2.00		2.00
Planner	0.00	1.00	1.00		1.00		1.00
Flood - Natural Resources	7.00	2.00	9.00	0.00	9.00	0.00	9.00
Natural Resources Program Manager	1.00		1.00		1.00		1.00
Special Programs Manager	0.00	2.00	2.00		2.00		2.00
Clerk	1.00		1.00		1.00		1.00
Program Specialist	2.00		2.00		2.00		2.00
Planner	6.00	(1.00)	5.00	1.00	6.00		6.00
Maintenance & Operations	10.00	1.00	11.00	1.00	12.00	0.00	12.00
M&O Superintendent	1.00		1.00		1.00		1.00
Assistant Superintendent/M & O	2.00		2.00		2.00		2.00
Safety & Training Specialist	1.00		1.00		1.00		1.00

EXHIBIT C - POSITION CONTROL CHANGES

	Mid-Biennium 2022 Totals	Additional 2022 Changes	Amended 2022	2023 Changes	2023 Totals	2024 Changes	2024 Totals
Road Crew Leader	7.00		7.00		7.00		7.00
Sign Leader	1.00		1.00		1.00		1.00
Heavy Equipment Operator	8.00		8.00		8.00		8.00
Senior Road Maintenance Worker	21.00		21.00		21.00		21.00
Sr Road Maintenance Worker - Sign Crew	3.00		3.00		3.00		3.00
Sr Road Maintenance Worker - Basket Truck	1.00		1.00		1.00		1.00
Road Maintenance Worker	20.00		20.00		20.00		20.00
Engineering Technician	1.00		1.00		1.00		1.00
Clerk	2.50		2.50		2.50		2.50
Administrative Assistant	1.00		1.00		1.00		1.00
	69.50	0.00	69.50	0.00	69.50	0.00	69.50
<u>Noxious Weed</u>							
Weed Control Coordinator	1.00		1.00		1.00		1.00
Weed Compliance Inspector	1.00		1.00		1.00		1.00
	2.00	0.00	2.00	0.00	2.00	0.00	2.00
<u>Ferry</u>							
Coordinator	1.00		1.00		1.00		1.00
Senior Master	1.00		1.00		1.00		1.00
Master	1.00		1.00		1.00		1.00
Master Engineer	1.00		1.00		1.00		1.00
Purser/ Deckhand	3.00		3.00		3.00		3.00
Deckhand	3.00		3.00		3.00		3.00
Regular Relief Deckhand	3.00		3.00		3.00		3.00
	13.00	0.00	13.00	0.00	13.00	0.00	13.00
<u>Stormwater & BBWARM</u>							
Stormwater Program Manager	1.00		1.00		1.00		1.00
Division Secretary	1.00		1.00		1.00		1.00
Engineer	2.00		2.00		2.00		2.00
Project Manager	0.00		0.00	1.00	1.00		1.00
Program Specialist (BBWARM)	1.00		1.00		1.00		1.00
	5.00	0.00	5.00	1.00	6.00	0.00	6.00
<u>Equipment Services</u>							
Assistant Superintendent ER&R	0.00	1.00	1.00		1.00		1.00
Equipment Services Manager	1.00	(1.00)	0.00		0.00		0.00
Shop Crew Leader	1.00		1.00		1.00		1.00
Heavy Duty Mechanic	8.00		8.00		8.00		8.00
Purchasing Coordinator	1.00		1.00		1.00		1.00
Purchasing Assistant	2.00		2.00		2.00		2.00
Shop Service Writer	1.00		1.00		1.00		1.00
Clerk	0.50		0.50		0.50		0.50
	14.50	0.00	14.50	0.00	14.50	0.00	14.50
TOTAL PUBLIC WORKS	173.00	4.00	177.00	4.00	181.00	1.00	182.00
SHERIFF							
Sheriff	1.00		1.00		1.00		1.00
Undersheriff	1.00		1.00		1.00		1.00
Chief Criminal Deputy	1.00		1.00		1.00		1.00
Chief Civil Deputy	1.00		1.00		1.00		1.00
Inspector	0.50		0.50		0.50		0.50

EXHIBIT C - POSITION CONTROL CHANGES

	Mid-Biennium 2022 Totals	Additional 2022 Changes	Amended 2022	2023 Changes	2023 Totals	2024 Changes	2024 Totals
Lieutenant	3.00		3.00		3.00		3.00
Public Safety Communications Manager	1.00		1.00		1.00		1.00
Program Specialist	0.00	1.00	1.00		1.00		1.00
Crime Analyst	1.00		1.00		1.00		1.00
Community Programs Coordinator	1.00	(1.00)	0.00		0.00		0.00
Senior Administrative Assistant	1.00		1.00		1.00		1.00
Financial Accountant	1.00		1.00		1.00		1.00
Accounting Technician	1.00		1.00		1.00		1.00
Records/ID Administrator	1.00		1.00		1.00		1.00
ID Technician	6.00		6.00		6.00		6.00
Coordinator	1.00		1.00		1.00		1.00
Division Secretary	0.00	1.00	1.00		1.00		1.00
Clerk	7.00	(1.00)	6.00		6.00		6.00
Sergeant	10.00		10.00		10.00		10.00
Deputy	72.00		72.00		72.00		72.00
<u>Bureau of Corrections</u>	110.50	0.00	110.50	0.00	110.50	0.00	110.50
Chief of Corrections	1.00		1.00		1.00		1.00
Inspector	0.50		0.50		0.50		0.50
Lieutenant	2.00		2.00		2.00		2.00
Corrections Sergeant	10.00		10.00		10.00		10.00
Corrections Deputy	65.00		65.00		65.00		65.00
Clerk	2.00		2.00		2.00		2.00
Coordinator	1.00		1.00		1.00		1.00
Division Secretary	1.00		1.00		1.00		1.00
Accounting Technician	1.00		1.00		1.00		1.00
Account Clerk	1.00		1.00		1.00		1.00
Outside Maintenance Coordinator	6.00		6.00		6.00		6.00
<u>Emergency Management</u>	90.50	0.00	90.50	0.00	90.50	0.00	90.50
Deputy Director	1.00		1.00		1.00		1.00
Program Specialist	2.00	1.00	3.00		3.00		3.00
Financial Accountant	0.00		0.00	1.00	1.00		1.00
Coordinator	1.00		1.00		1.00		1.00
Clerk	1.00		1.00		1.00		1.00
	5.00	1.00	6.00	1.00	7.00	0.00	7.00
TOTAL SHERIFF	206.00	1.00	207.00	1.00	208.00	0.00	208.00
SUPERIOR COURT							
Superior Court Administration							
Judge	4.00		4.00		4.00		4.00
Director of Superior Court Admin.	1.00		1.00		1.00		1.00
Superior Court Commissioner	4.00		4.00		4.00		4.00
Court Reporter	3.00		3.00		3.00		3.00
Judicial Assistant	5.00		5.00		5.00		5.00
Pretrial Services Manager	1.00		1.00		1.00		1.00
Pretrial Services Officer	1.00		1.00		1.00		1.00
Court Facilitator	1.00		1.00		1.00		1.00
Therapeutic Court Coordinator	1.00		1.00		1.00		1.00

EXHIBIT C - POSITION CONTROL CHANGES

	Mid-Biennium 2022 Totals	Additional 2022 Changes	Amended 2022	2023 Changes	2023 Totals	2024 Changes	2024 Totals
Substance Abuse Specialist	2.70		2.70		2.70		2.70
County Clerk	23.70	0.00	23.70	0.00	23.70	0.00	23.70
Asst SC Administrator/Chief Deputy Clerk	1.00		1.00		1.00		1.00
Coordinator	0.00	1.00	1.00		1.00		1.00
Financial Accountant	1.00	(1.00)	0.00		0.00		0.00
Accounting Technician	0.00		0.00	1.00	1.00		1.00
Court Clerk	12.50		12.50		12.50		12.50
Specialty Court Clerk	8.00		8.00	(1.00)	7.00		7.00
Senior Court Clerk	1.00		1.00		1.00		1.00
Court Services Coordinator	1.00		1.00		1.00		1.00
Juvenile Court Administration	24.50	0.00	24.50	0.00	24.50	0.00	24.50
Juvenile Court Administrator	0.00		0.00		0.00	1.00	1.00
Juvenile Court Services Manager	0.00		0.00	1.00	1.00	(1.00)	0.00
Administrative Supervisor	1.00		1.00		1.00		1.00
Assistant Administrator	1.00		1.00		1.00		1.00
Accounting Technician	1.00		1.00		1.00		1.00
Account Clerk	1.00		1.00		1.00		1.00
Legal Secretary	3.00		3.00		3.00		3.00
Probation Officer	8.00		8.00	(1.00)	7.00		7.00
Detention Manager	1.00		1.00		1.00		1.00
Juvenile Detention Officer	14.00		14.00		14.00		14.00
Volunteer Guardian Ad Litem Coordinator	3.00		3.00	(1.00)	2.00		2.00
Dependency Guardian Ad Litem	2.00		2.00		2.00		2.00
Lead Dependency Guardian Ad Litem	1.00		1.00		1.00		1.00
Parent Ally Coordinator	1.00		1.00		1.00		1.00
Community Programs Coordinator	1.00		1.00		1.00		1.00
	38.00	0.00	38.00	(1.00)	37.00	0.00	37.00
TOTAL SUPERIOR COURT	86.20	0.00	86.20	(1.00)	85.20	0.00	85.20
TREASURER							
Treasurer	1.00		1.00		1.00		1.00
Chief Deputy	1.00		1.00		1.00		1.00
Tax Specialist	1.00		1.00		1.00		1.00
Revenue Deputy	3.00	2.00	5.00	1.00	6.00		6.00
Operations/Accounting Specialist	1.00		1.00		1.00		1.00
Investment Officer	1.00		1.00		1.00		1.00
Tax Services Manager	1.00		1.00		1.00		1.00
Accounting Technician	1.00		1.00		1.00		1.00
Clerk	2.00	(2.00)	0.00		0.00		0.00
Head Cashier	1.00		1.00	(1.00)	0.00		0.00
TOTAL TREASURER	13.00	0.00	13.00	0.00	13.00	0.00	13.00
WSU EXTENSION							
Clerk	1.00		1.00		1.00		1.00
Coordinator	1.00		1.00		1.00		1.00
TOTAL WSU EXTENSION	2.00	0.00	2.00	0.00	2.00	0.00	2.00
COUNTY TOTAL STAFFING	932.90	37.00	969.90	19.00	988.90	(1.00)	987.90



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-606

File ID:	AB2022-606	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/26/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance Authorizing the Levy of Taxes for Conservation Futures Purposes for 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Pursuant to Home Rule Charter Section 6.10, this ordinance requests authorization to levy taxes for Conservation Futures purposes in 2023

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance

PROPOSED BY: Executive
INTRODUCTION DATE: November 9, 2022

ORDINANCE NO. _____
ORDINANCE AUTHORIZING THE LEVY OF TAXES
FOR CONSERVATION FUTURES PURPOSES FOR 2023

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the County Council has approved a budget for the 2023-2024 biennium, including all sources of revenues and anticipated expenditures on November 22, 2022; and,

WHEREAS, the County Council has determined it is not necessary to increase the Conservation Futures Fund property tax levy for 2023; and,

WHEREAS, the County Council held a public hearing regarding the county biennial budget which included property taxes, and other revenues;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that amounts collected through the County Conservation Futures levy shall be limited to the amount of 2022 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase, in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, is hereby authorized for the 2023 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

ADOPTED this ____ day of _____, 2022

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Todd Donovan, Council Chair

APPROVED AS TO FORM:

() APPROVED () NOT APPROVED

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

Satpal Singh Sidhu, Executive

Date: _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-607

File ID:	AB2022-607	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/26/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance Authorizing the Levy of Taxes for County Road Purposes for 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Pursuant to Home Rule Charter Section 6.10, this ordinance requests authorization to levy taxes for County Road purposes in 2023.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance

ORDINANCE NO. _____
ORDINANCE AUTHORIZING THE LEVY OF 2023
PROPERTY TAXES FOR COUNTY ROAD PURPOSES

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the Budget; and,

WHEREAS, the County Council has approved a budget for the 2023-2024 biennium, including all sources of revenues and anticipated expenditures on November 22, 2022; and,

WHEREAS, the County Council has determined it is not necessary to increase the Road Fund property tax levy for 2023; and,

WHEREAS, the County Council held a public hearing regarding the county biennial budget which included property tax revenues, and other revenues;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that the amounts collected through the County Road levy shall be limited to the amount of 2022 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state assessed property. A property tax increase in addition to the amount resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property is hereby authorized for the 2023 levy in the amount of \$0, which is a percentage increase of 0% from the previous year.

BE IT FURTHER ORDAINED AND ESTABLISHED, that the Whatcom County Council does hereby authorize diverting \$806,530 of the County Road District levy for the budget year 2023 to the General Fund. Diverted County Road Taxes are to be used for traffic law enforcement in the unincorporated areas of Whatcom County.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Todd Donovan, Council Chair

APPROVED AS TO FORM:

() APPROVED () NOT APPROVED

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

Satpal Singh Sidhu, Executive

Date:_____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-608

File ID:	AB2022-608	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/26/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance Authorizing the Levy of Taxes for County and State Purposes in Whatcom County, Washington, for the Year of 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance adopts the Whatcom County 2023 property tax levy.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance, Exhibit B

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE LEVY OF TAXES
FOR COUNTY AND STATE PURPOSES
IN WHATCOM COUNTY, WASHINGTON,
FOR THE YEAR OF 2023**

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the County Council has approved a budget for the 2023-2024 biennium, including all sources of revenues and anticipated expenditures on November 22, 2022; and,

WHEREAS, the County Council has determined it is necessary to increase the General Fund property tax levy 1% for 2023 to fund essential county services; and,

WHEREAS, the County Council held a public hearing regarding the biennial county budget which included property tax rates, and other revenues;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council:

- (A) The property taxes for Whatcom County are hereby levied and are to be charged to the assessment and tax rolls of Whatcom County; and,
- (B) Property taxes are levied in 2022 for collection in 2023; and,
- (C) The County general levy for the 2023 tax year shall be increased \$321,752 which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction and improvements to property and any increase in the value of state assessed property; and,

(D) Because the State of Washington is currently unable to provide the figures and documentation necessary to establish fixed levy rates, as these figures do become available from the state, levies shall be fixed per "Exhibit A" which shall be prepared by the County Assessor, and attached and incorporated herein by reference.

BE IT FURTHER ORDAINED, that the taxes to be levied against parcels of property within the Diking Districts, Drainage Districts, and Drainage Improvement Districts are to be credited to the individual maintenance funds for the year 2023, and the amounts to be apportioned to the original assessments for construction in said districts are as follows per "Exhibit B" attached hereto and incorporated herein by reference.

BE IT FURTHER ORDAINED, that if the Washington State Legislature changes any laws affecting levies contained herein, and the Prosecuting Attorney's Office concurs, the Whatcom County administration will change such levies accordingly.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Todd Donovan, Council Chair

APPROVED AS TO FORM:

() APPROVED () NOT APPROVED

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

Satpal Singh Sidhu, Executive

Date: _____

**EXHIBIT A WILL BE
AVAILABLE AFTER THE
FIRST OF THE YEAR 2023**

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

Butler Ditch District

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for Butler Ditch District 2023 in the amount of:

\$ 6000⁰⁰ (Six thousand dollars), and said assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 12th day of September, 2022.

Kenn Stangor
Supervisor

Mark Westhoff
Supervisor

Supervisor

ATTEST:
Barbara Thompson
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Butler Ditch/622****As of December 31, 2021**

Cash in Account	<u>\$20,922</u>	\$26,997
WCIP Investments	<u>\$74</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$6,001</u>	
Actual 2022 expenditures	<u>\$365</u>	\$5,115
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$4,750</u>	
Projected 2023 beginning balance		<u><u>\$21,882</u></u>

2023 Budget**Revenues**

Assessments	<u>\$6,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$6,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$27,882</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$3,000	
New Project and Unforeseen Expenses	<u>\$24,383</u>	
Total Expenditures		<u><u>\$27,783</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

415	<u><u>\$6,000.00</u></u>
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RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

CDID #1

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for CDID #1 2023

in the amount of:

\$ 6,000⁰⁰ (Six^{BT} thousand dollars) and said assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 14th day of September 2022.



Supervisor



Supervisor

Supervisor

ATTEST:
 9/14/22
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Consolidated Drainage Improvement Dist. # 1 / 623****As of December 31, 2021**

Cash in Account	<u>\$5,198</u>	\$26,887
WCIP Investments	<u>\$17,627</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$4,062</u>	
2021 Lynden Special Assessment 09/13/22 \$ 1500.00		
Actual 2022 expenditures	<u>\$2,840</u>	\$4,200
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$4,200</u>	
Projected 2023 beginning balance		<u><u>\$19,847</u></u>

2023 Budget**Revenues**

Assessments	<u>\$6,000</u>	
Other Revenue	<u>\$1,500</u>	
Total 2023 Revenues	<u>\$0</u>	
Total available for 2023 Budget Allocation		<u><u>\$27,347</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$1,500	
New Project and Unforeseen Expenses	<u>\$25,447</u>	
Total Expenditures		<u><u>\$0</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

417	<u><u>\$6,000.00</u></u>
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RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

CDID # 20

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for CDID # 20 2023 in the amount of:

\$ 6000⁰⁰ (Six thousand dollars.) and said assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 14th day of September, 2022.

Bodney Vande Hoef
Supervisor

Ch. O'Neil
Supervisor

Daryl Brumby
Supervisor

ATTEST:
Barbara Thompson
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Condolitated Drainage Improvement District # 20/631****As of December 31, 2021**

Cash in Account	<u>\$22,506</u>	\$49,783
WCIP Investments	<u>\$21,781</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$5,496</u>	
Actual 2022 expenditures	<u>\$365</u>	\$4,380
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$4,015</u>	
Projected 2023 beginning balance		<u><u>\$45,403</u></u>

2023 Budget**Revenues**

Assessments	<u>\$6,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$6,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$51,403</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$7,500	
New Project and Unforeseen Expenses	<u>\$43,503</u>	
Total Expenditures		<u><u>\$43,503</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

CDID # 21

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for CDID # 21 2023

in the amount of:

\$ 12,500⁰⁰

\$ Twelve thousand five hundred, and said assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 27th day of September, 2022.

Jake De Hoog

Supervisor

Anthony De Hoog

Supervisor

Supervisor

ATTEST:

Barbara Thompson
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Consolidated Drainage Improvement District # 21/632****As of December 31, 2021**

Cash in Account	<u>\$68,106</u>	}	\$81,012
WCIP Investments	<u>\$88</u>		
Uncollected Assessments (including 2022 and past years)	<u>\$12,818</u>		
Actual 2022 expenditures	<u>\$2,791</u>	}	\$5,141
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$2,350</u>		
Projected 2023 beginning balance			\$75,871

2023 Budget**Revenues**

Assessments	<u>\$12,500</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$12,500</u>	
Total available for 2023 Budget Allocation		<u><u>\$88,371</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$16,500	
New Project and Unforeseen Expenses	<u>\$71,471</u>	
Total Expenditures		<u><u>\$88,371</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

421	<u><u>\$12,500.00</u></u>
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RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

Deming Diking Dist #2

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district

direct a special assessment for DD#2 2023

in the amount of:

\$ Twenty thousand \$20,000⁰⁰, and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 22nd day of Sept, 2022.

Harry E. Williams

Supervisor

Arthur Henderson

Supervisor

John Williams

Supervisor

ATTEST:

Barbara Thompson

Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Deming Diking District # 2 / 637****As of December 31, 2021**

Cash in Account	<u>\$3,215</u>	\$13,952
WCIP Investments	<u>\$91</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$10,647</u>	
Actual 2022 expenditures	<u>\$5,911</u>	\$5,911
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$0</u>	
Projected 2023 beginning balance		<u><u>\$9,570</u></u>

2023 Budget**Revenues**

Assessments	<u>\$20,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$20,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$29,570</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$15,000	
New Project and Unforeseen Expenses	<u>\$14,170</u>	
Total Expenditures		<u><u>\$29,570</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

Diking Dist # 1

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district

direct a special assessment for Diking Dist # 1 2023


in the amount of:

\$ 60,000 (Sixty thousand), and said
assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 13th day of Sept, 2022.



Supervisor



Supervisor

Supervisor

ATTEST:



Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Diking District # 1 / 636****As of December 31, 2021**

Cash in Account	<u>\$49,389</u>	}	\$81,758
WCIP Investments	<u>\$516</u>		
Uncollected Assessments (including 2022 and past years)	<u>\$31,853</u>		
Actual 2022 expenditures	<u>\$14,200</u>	}	\$14,200
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$0</u>		
Projected 2023 beginning balance			\$67,558

2023 Budget**Revenues**

Assessments	<u>\$60,000</u>		
Other Revenue	<u>\$0</u>		
Total 2023 Revenues	<u>\$60,000</u>		
Total available for 2023 Budget Allocation			<u><u>\$127,558</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>			

Expenditures:

Admin	\$400		
Projected Work Plan/Estimated Maintenance Expenses	\$23,000		
New Project and Unforeseen Expenses	<u>\$104,158</u>		
Total Expenditures			<u><u>\$127,558</u></u>
Projected 2023 Ending Balance			<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

Piking District #3

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for 2023

in the amount of:

\$ 12,000
\$ Twelve thousand & no 100, and said
assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 27th day of Sept, 2022.

[Signature]

Supervisor

[Signature]

Supervisor

Supervisor

ATTEST:

[Signature]
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Diking District # 3 / 638****As of December 31, 2021**

Cash in Account	<u>\$56,620</u>	\$69,013
WCIP Investments	<u>\$394</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$12,000</u>	
Actual 2022 expenditures	<u>\$6,720</u>	\$20,611
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$13,891</u>	
Projected 2023 beginning balance		<u><u>\$48,402</u></u>

2023 Budget**Revenues**

Assessments	<u>\$12,000</u>	
Other Revenue	<u></u>	
Total 2023 Revenues	<u>\$12,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$60,402</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$10,500	
New Project and Unforeseen Expenses	<u>\$49,502</u>	
Total Expenditures		<u><u>\$60,402</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

Diking District #4

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district

direct a special assessment for Diking District #4-2023
in the amount of:

\$ 25,000⁰⁰ (Twenty five thousand) and said
assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 13th day of September, 2022.

[Signature]

Supervisor

[Signature]

Supervisor

[Signature]

Supervisor

ATTEST:

Barbara Thompson

Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Diking District # 4 / 639****As of December 31, 2021**

Cash in Account	<u>\$69,914</u>	\$107,614
WCIP Investments	<u>\$12,703</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$24,996</u>	
Actual 2022 expenditures	<u>\$2,364</u>	\$33,364
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$31,000</u>	
Projected 2023 beginning balance		<u><u>\$74,250</u></u>

2023 Budget**Revenues**

Assessments	<u>\$25,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$25,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$99,250</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$19,000	
New Project and Unforeseen Expenses	<u>\$79,850</u>	
Total Expenditures		<u><u>\$99,250</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

Drainage Dist # 2

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district

direct a special assessment for Drainage Dist # 2 2023

in the amount of:

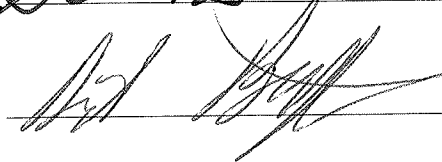
\$ 3000⁰⁰ (Three thousand), and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 13th day of Sept, 2022.



Supervisor



Supervisor

Supervisor

ATTEST:

Barbara Thompson
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Drainage District # 2 / 624****As of December 31, 2021**

Cash in Account	<u>\$23,033</u>	\$29,522
WCIP Investments	<u>\$3,486</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$3,003</u>	
Actual 2022 expenditures	<u>\$900</u>	\$900
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$0</u>	
Projected 2023 beginning balance		<u><u>\$28,622</u></u>

2023 Budget**Revenues**

Assessments	<u>\$3,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$3,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$31,622</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$12,000	
New Project and Unforeseen Expenses	<u>\$19,222</u>	
Total Expenditures		<u><u>\$31,622</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

431	<u><u>\$3,000.00</u></u>
-----	---------------------------------

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

Drainage Dist #3

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district

direct a special assessment for 2023

in the amount of:

\$ 15,000 Fifteen thousand ¹/₁₀₀ ~~and~~ ^{NO} said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 6th day of October, 2022.

[Signature]

Supervisor

[Signature]

Supervisor

Supervisor

ATTEST:

[Signature]
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Drainage District # 3 / 625****As of December 31, 2021**

Cash in Account	<u>\$49,889</u>	\$61,368
WCIP Investments	<u>\$1,561</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$9,917</u>	
Actual 2022 expenditures	<u>\$744</u>	\$51,224
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$50,480</u>	
Projected 2023 beginning balance		<u><u>\$10,144</u></u>

2023 Budget**Revenues**

Assessments	<u>\$15,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$15,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$25,144</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$2,000	
New Project and Unforeseen Expenses	<u>\$22,744</u>	
Total Expenditures		<u><u>\$25,144</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

Exhibit B

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

DID #6

held their annual meeting and have approved the attached budget for the succeeding year, and

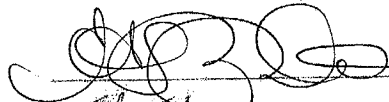
WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for DID #6 2023

in the amount of:

\$ 3,500⁰⁰ Thirty five hundred and said
assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 22nd day of September, 2022.


Ed Thompson

Supervisor

Supervisor

Supervisor

ATTEST:

Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Drainage District # 6 / 627****As of December 31, 2021**

Cash in Account	<u>\$9,026</u>	\$33,161
WCIP Investments	<u>\$19,481</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$4,653</u>	
Actual 2022 expenditures	<u>\$301</u>	\$1,001
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$700</u>	
Projected 2023 beginning balance		<u><u>\$32,160</u></u>

2023 Budget**Revenues**

Assessments	<u>\$3,500</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$3,500</u>	
Total available for 2023 Budget Allocation		<u><u>\$35,660</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$700	
New Project and Unforeseen Expenses	<u>\$34,560</u>	
Total Expenditures		<u><u>\$35,660</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

DID #7

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for 2023

in the amount of:

\$ 30,000⁰⁰ Thirty thousand & ⁰⁰/₁₀₀ and said assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 4th day of October, 2022.

Richard M. Mader

Supervisor

Kim A. Mader

Supervisor

Bob Long

Supervisor

ATTEST:

Barbara Thompson

Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Drainage District # 7 / 628****As of December 31, 2021**

Cash in Account	<u>\$27,479</u>	}	\$50,939
WCIP Investments	<u>\$3,912</u>		
Uncollected Assessments (including 2022 and past years)	<u>\$19,548</u>		
Actual 2022 expenditures	<u>\$2,406</u>	}	\$24,406
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$22,000</u>		
Projected 2023 beginning balance			<u><u>\$26,533</u></u>

2023 Budget**Revenues**

Assessments	<u>\$30,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$30,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$56,533</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$30,000	
New Project and Unforeseen Expenses	<u>\$26,133</u>	
Total Expenditures		<u><u>\$56,533</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

DID #5

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for 2023 in the amount of:

\$ 20,000⁰⁰ Twenty thousand & No/100, and said assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 5th day of October, 2022.

Stan Du Maard
Supervisor

Paul Pail
Supervisor

Roy Hily
Supervisor

ATTEST:
Barbara Thompson
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Drainage Improvement District # 5 / 626****As of December 31, 2021**

Cash in Account	<u>\$21,541</u>	\$59,925
WCIP Investments	<u>\$16,990</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$21,395</u>	
Actual 2022 expenditures	<u>\$13,503</u>	\$29,003
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$15,500</u>	
Projected 2023 beginning balance		<u><u>\$30,922</u></u>

2023 Budget**Revenues**

Assessments	<u>\$20,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$20,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$50,922</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$18,000	
New Project and Unforeseen Expenses	<u>\$32,522</u>	
Total Expenditures		<u><u>\$50,922</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

CDID # 15

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district

direct a special assessment for CDID # 15 2023

in the amount of:

\$ 70,000⁰⁰ (Seventy thousand), and said
assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 13th day of September, 2022.

[Signature]

Supervisor

[Signature]

Supervisor

Supervisor

ATTEST:

[Signature]

Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Drainage Improvement District # 15 / 629****As of December 31, 2021**

Cash in Account	<u>\$16,844</u>	\$42,761
WCIP Investments	<u>\$10,917</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$15,001</u>	
Actual 2022 expenditures	<u>\$35,098</u>	\$35,098
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$0</u>	
Projected 2023 beginning balance		<u><u>\$7,663</u></u>

2023 Budget**Revenues**

Assessments	<u>\$70,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$70,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$77,663</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$34,400	
New Project and Unforeseen Expenses	<u>\$42,863</u>	
Total Expenditures		<u><u>\$77,663</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

Macaulay Creek

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for Macaulay Creek, 2023 in the amount of:

\$ 20,000⁰⁰ Twenty thousand, and said assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 22nd day of Sept, 2022.

Ken Moorff Supervisor
Gandy Graham Supervisor
Arthur Henderson Supervisor

ATTEST:
Barbara Thompson
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Macaulay Creek Flood Control District / 641****As of December 31, 2021**

Cash in Account	<u>\$13,327</u>	}	\$22,270
WCIP Investments	<u>\$33</u>		
Uncollected Assessments (including 2022 and past years)	<u>\$8,910</u>		
Actual 2022 expenditures	<u>\$3,983</u>	}	\$13,983
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$10,000</u>		
Projected 2023 beginning balance			<u>\$8,287</u>

2023 Budget**Revenues**

Assessments	<u>\$20,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$20,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$28,287</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$25,050	
New Project and Unforeseen Expenses	<u>\$2,837</u>	
Total Expenditures		<u><u>\$28,287</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

CDID # 31

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted; and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district direct a special assessment for 2023

in the amount of: Twenty five thousand & no/100

\$ 25,000⁰⁰, and said assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 25th day of October, 2022.

Terry A. Jensen

Supervisor

Dee DeWitt

Supervisor

Lenora Ryscater

Supervisor

ATTEST: Barbara Thompson

Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Consolidated Drainage Improvement District # 31 634****As of December 31, 2021**

Cash in Account	<u>\$1,001</u>	\$45,548
WCIP Investments	<u>\$29,424</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$15,123</u>	
Actual 2022 expenditures	<u>\$6,939</u>	\$19,439
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$12,500</u>	
Projected 2023 beginning balance		<u><u>\$26,109</u></u>

2023 Budget**Revenues**

Assessments	<u>\$25,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$25,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$51,109</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$400	
Projected Work Plan/Estimated Maintenance Expenses	\$25,000	
New Project and Unforeseen Expenses	<u>\$25,709</u>	
Total Expenditures		<u><u>\$51,109</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

445	<u><u>\$25,000.00</u></u>
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RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

DID #17

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district

direct a special assessment for 2023

in the amount of:

\$ 3,000⁰⁰

\$ Three thousand & 00/100, and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 27th day of October, 2022.

Paula J Harris

Supervisor

Supervisor

Supervisor

ATTEST:

Barbara Thompson
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Drainage Improvement District # 17 / 630****As of December 31, 2021**

Cash in Account	<u>\$20,461</u>	}	\$22,743
WCIP Investments	<u>\$1,157</u>		
Uncollected Assessments (including 2022 and past years)	<u>\$1,125</u>		
Actual 2022 expenditures	<u>\$957</u>	}	\$1,415
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$458</u>		
Projected 2023 beginning balance			\$21,328

2023 Budget**Revenues**

Assessments	<u>\$3,000</u>		
Other Revenue	<u>\$0</u>		
Total 2023 Revenues	<u>\$3,000</u>		
Total available for 2023 Budget Allocation			<u><u>\$24,328</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>			

Expenditures:

Admin	\$500		
Projected Work Plan/Estimated Maintenance Expenses	\$6,500		
New Project and Unforeseen Expenses	<u>\$17,328</u>		
Total Expenditures			<u><u>\$24,328</u></u>
Projected 2023 Ending Balance			<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

Drainage District 30

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district

direct a special assessment for 2023

in the amount of: 5,000⁰⁰-

Five thousand & no/100, and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 27th day of October, 2022.

Paul J. Harris

Supervisor

Supervisor

Supervisor

ATTEST:

Barbara Thompson
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Drainage Improvement District # 30 / 633****As of December 31, 2021**

Cash in Account	<u>\$4,194</u>	}	\$6,919
WCIP Investments	<u>\$1,885</u>		
Uncollected Assessments (including 2022 and past years)	<u>\$839</u>		
Actual 2022 expenditures	<u>\$2,087</u>	}	\$2,087
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$0</u>		
Projected 2023 beginning balance			\$4,832

2023 Budget**Revenues**

Assessments	<u>\$5,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$5,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$9,832</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$500	
Projected Work Plan/Estimated Maintenance Expenses	\$2,500	
New Project and Unforeseen Expenses	<u>\$6,832</u>	
Total Expenditures		<u><u>\$9,832</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023

RESOLUTION NO. 01-2023

2023 APPROVED BUDGET AND SETTING THE
SPECIAL ASSESSMENT

WHEREAS, the Commissioners of:

DIDD # 30A

held their annual meeting and have approved the attached budget for the succeeding year, and

WHEREAS, Section 18 of Chapter 396, Laws of 1985, states "*Budgets for each special district shall be adopted, and special assessments imposed annually for the succeeding calendar year.*"

NOW, THEREFORE, BE IT RESOLVED, that the governing body of this special district

direct a special assessment for 2023

in the amount of: \$ 2000⁰⁰

\$ Two thousand & NO/100, and said

assessment shall be imposed pursuant to the system of assessment established by the County.

ADOPTED this 27th day of October, 2022.

Paula J Harris

Supervisor

Supervisor

Supervisor

ATTEST
Barbara Thompson
Barbara Thompson, Administrative Secretary

BUDGET FOR 2023**District Name: Drainage Improvement District # 30A /635****As of December 31, 2021**

Cash in Account	<u>\$3,834</u>	\$4,354
WCIP Investments	<u>\$224</u>	
Uncollected Assessments (including 2022 and past years)	<u>\$295</u>	
Actual 2022 expenditures	<u>\$782</u>	\$782
Less any Estimated 2022 Expenditures (any outstanding invoices)	<u>\$0</u>	
Projected 2023 beginning balance		<u><u>\$3,572</u></u>

2023 Budget**Revenues**

Assessments	<u>\$2,000</u>	
Other Revenue	<u>\$0</u>	
Total 2023 Revenues	<u>\$2,000</u>	
Total available for 2023 Budget Allocation		<u><u>\$5,572</u></u>
<i>(2023 projected beginning balance + 2023 revenue)</i>		

Expenditures:

Admin	\$500	
Projected Work Plan/Estimated Maintenance Expenses	\$1,500	
New Project and Unforeseen Expenses	<u>\$3,572</u>	
Total Expenditures		<u><u>\$5,572</u></u>
Projected 2023 Ending Balance		<u><u>\$0</u></u>

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2023



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-610

File ID:	AB2022-610	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/26/2022	Entered by:	maamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting the Six-Year Capital Improvement Program for Whatcom County Facilities 2023-2028

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2023-2028 (Appendix F of the Whatcom County Comprehensive Plan). The CIP addresses parks, trails & activity centers, maintenance & operations, general government buildings and sites, Sheriff's Office facilities, emergency management, adult corrections, juvenile detention, transportation (including the ferry), and stormwater projects. The ordinance repeals the existing Six-Year Capital Improvement Program for Whatcom County Facilities 2021-2026.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Draft Ordinance, Planning Commission Findings, Public Comments to PC

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

October 26, 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: Capital Facilities Planning/Six-Year CIP (PLN2022-00001)

The subject proposal is to modify the Whatcom County Comprehensive Plan as follows:

- Adopting a new Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2023-2028 (Appendix F of the Whatcom County Comprehensive Plan); and
- Repealing the existing Six-Year CIP for Whatcom County Facilities 2021-2026.

The Six-Year CIP for Whatcom County Facilities addresses County parks, trails, activity centers, maintenance and operations, general government buildings and sites, Sheriff's Office, emergency management, adult corrections, juvenile detention, transportation, and stormwater facilities. The Whatcom County Comprehensive Plan indicates that the Six-Year CIP should be updated every two years. The last comprehensive CIP update was approved by the County Council in 2020. Therefore, the CIP is being updated in 2022.

The County Council's Public Works & Health Committee reviewed the proposed Six-Year CIP on October 25, 2022 and recommended increasing the cost of the Public Health, Safety, and Justice Facilities from \$120 million to \$150 million (page F-17). The Committee also recommended increasing the Birch Bay Beach Park Development from \$200,000 to \$5.3 million, as proposed by the County Parks & Recreation Department (page F-9). This moves actual construction of the Birch Bay Beach Park improvements into the current six-year planning period. These changes increase the total CIP costs (page F-24).

We are requesting that the County Council introduce an ordinance relating to the Six-Year CIP on November 9. It is anticipated that the County Council will hold a public hearing and make a final decision on the CIP with approval of the biennial budget on November 22.

Thank you for your review and consideration of this matter.

PROPOSED BY: Planning & Development Services
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**ADOPTING AMENDMENTS TO THE
WHATCOM COUNTY COMPREHENSIVE PLAN
SIX-YEAR CAPITAL IMPROVEMENT PROGRAM**

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered Planning Commission recommendations; and

WHEREAS, The County Council held a public hearing; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. The proposal is to amend the Whatcom County Comprehensive Plan as follows:
 - a. Adopting the new Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2023-2028 (Appendix F of the Whatcom County Comprehensive Plan).
 - b. Repealing the existing Six-Year CIP for Whatcom County Facilities 2021-2026.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on September 7, 2022.
3. A Determination of Non-Significance was issued under the State Environmental Policy Act (SEPA) by the Responsible Official on September 16, 2022.
4. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 16, 2022.

5. Notice of the Planning Commission hearing was posted on the County website on September 14, 2022.
6. Notice of the Planning Commission hearing was sent to citizens, media, cities and others on the County's e-mail list on September 15, 2022.
7. The Planning Commission held a public hearing on the subject amendments on September 29, 2022.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments, the County must find all of the following:
 - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
 - b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
 - c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
 - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
 - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
 - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
 - d. The amendment does not include or facilitate spot zoning.
9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.

10. GMA planning goal # 12 is to “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).
11. The subject amendments update the Six-Year CIP for Whatcom County Facilities for the 2023-2028 planning period. Updating the CIP is one step in the process of planning regional facilities provided by the County to serve the people of Whatcom County.
12. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:
 - a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.
 - b. A forecast of the future needs for such capital facilities.
 - c. The proposed locations and capacities of expanded or new capital facilities.
 - d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.
 - e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.
13. The Six-Year CIP for Whatcom County Facilities contains an inventory of existing facilities, a forecast of future needs based upon the level of service standards adopted in the Whatcom County Comprehensive Plan and/or other relevant factors, proposed capital facility projects, costs and funding sources.
14. Existing Comprehensive Plan Policy 4A-4 addresses the GMA requirement to reassess the land use element if probable capital facility funding falls short.
15. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.

16. The Six-Year CIP identifies County park, trail, activity center, transportation and other improvements as contemplated by the County Wide Planning Policies.
17. Existing interlocal agreements between Whatcom County and the cities indicate that the County will consult with the appropriate city in planning new road construction projects within the city's urban growth area. The interlocal agreements also address joint planning for parks.
18. The County Engineer confirmed on August 18, 2022 that the County sends a copy of the six-year transportation improvement program to cities and coordinates projects with the applicable city. The Whatcom County Parks Interim Director confirmed on August 12, 2022 that the County Parks' staff maintains a working relationship with appropriate staff from cities on joint park projects and planning. Therefore, the type of cooperation envisioned by the interlocal agreements is occurring.
19. The Whatcom County Comprehensive Plan calls for an update of the Six-Year CIP for County facilities every other year. Specifically, Policy 4B-1 is to:

Maintain and update, on at least a biennial basis, a six-year capital improvement program (CIP) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects based on a review of population and revenue conditions existing at that time.
20. A revised CIP has been formulated for County owned or operated facilities, which presents improvement projects over the new six-year planning period.
21. The Six-Year CIP for Whatcom County Facilities 2023-2028 is based upon anticipated population growth over the six-year planning period and other relevant factors. Therefore, the proposal should complement the County's growth and development plans.
22. The Six-Year CIP for Whatcom County Facilities will have a positive impact on the County's ability to provide public facilities by planning ahead for such facilities.
23. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated parks, trails, activity centers, maintenance and operations, general government buildings and sites, Sheriff's Office, emergency management, adult corrections, juvenile detention, transportation, and stormwater facilities to serve the people of Whatcom County. Planning for such County facilities is in the public interest.
24. The subject proposal does not involve rezoning property.

CONCLUSION

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Six-Year Capital Improvement Program for Whatcom County Facilities 2023-2028 (Appendix F of the Whatcom County Comprehensive Plan) is hereby adopted as shown on Exhibit A.

Section 2. The Six-Year Capital Improvement Program for Whatcom County Facilities 2021-2026 is hereby repealed as shown on Exhibit B.

Section 3. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this _____ day of _____, 2022.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Todd Donovan, Chairperson

APPROVED as to form:

() Approved () Denied

/s/ Karen Frakes

Civil Deputy Prosecutor

Satpal Sidhu, Executive

Date: _____

Exhibit A

Six-Year Capital Improvement Program For Whatcom County Facilities 2023-2028

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Chapter 1 – Introduction

The Growth Management Act requires that the County's Comprehensive Plan include a "capital facilities plan element" (RCW 36.70A.070(3)). The Whatcom County Comprehensive Plan calls for the County to develop and update the Six-Year Capital Improvement Program (CIP) for County projects every two years. The main purpose of the Capital Improvement Program is to identify priority capital improvement projects and estimated costs, outline a schedule for project completion, and designate funding sources for these projects based on a review of existing and projected population and revenue conditions for the six year planning period.

Growth Management Act Requirements

According to the Growth Management Act, a county's capital facilities plan must include five items, which are shown below.

- A. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.*

Current inventories of existing County capital facilities, based upon information provided by various County departments, are included in each chapter of this document.

- B. A forecast of the future needs for such capital facilities.*

Chapter 4 of the Whatcom County Comprehensive Plan establishes numerical "level of service" standards for County parks and trails and contains policies relating to other County facilities. Capital facility needs are forecasted over the six-year planning period by applying the adopted level of service standards to the expected population in the year 2028 and by considering other relevant factors.

- C. Proposed locations and capacities of expanded or new capital facilities.*

General locations and capacities of proposed County facilities are indicated in this document (as applicable).

- D. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.*

This Six-Year Capital Improvement Program presents costs and funding sources for proposed County capital facilities (all figures are in 2022 dollars). There are a variety of funding sources that the County may utilize to pay for capital facilities, including real estate excise taxes (REET), sales tax, the Public Utilities Improvement Fund (also known as the Rural Sales Tax Fund, Economic Development Investment Fund or EDI Fund), Road Fund, state grants, federal grants and a variety of other sources.

- E. *A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.*

Finally, in accordance with the Growth Management Act, a requirement to reassess the land use element of the Comprehensive Plan if probable funding falls short of meeting existing needs and to ensure consistency between plans already exists in the Comprehensive Plan (Policy 4A-4).

Charter Provisions and the County Budget

In addition to Growth Management Act provisions relating to capital facilities, Section 6.30 of the County Charter also requires the County to include a six-year capital improvement program as part of the budget. Appropriations for 2023-2024 capital projects may be included in the biennial budget or may be adopted through the supplemental budget process. Ultimate funding for capital improvement projects is subject to County Council authorization in the adopted budget. Costs identified for 2025-2028 are included for planning purposes and review of potential future needs, but not for budget authorization at this time.

Chapter 2 – Parks, Trails, and Activity Centers

Parks

The 2022 inventory of County parks and open space areas is over 16,200 acres. This inventory is shown in Table 1 below.

Table 1. Existing Parks

Site No.	Park Name and Location	Acres
1	Alderwood Park, 3479 Willowood Rd.	1.9
2	Bay Horizon Park, 7467 Gemini St.	68.2
3	Birch Bay Beach Park, 7930 Birch Bay Dr.	13.7
4	Birch Bay Conservancy Area, 7000 Point Whitehorn Rd.	45.0
5	Birch Bay Tidelands	151.0
6	Boulevard Park, 471 Bayview Dr.	1.4
7	Broadway Beach Access, 7497 Birch Bay Dr.	0.1
8	Cagey Road, 3130 Haxton Way	20.0
9	Camp 2 RR ROW, 3775 Camp 2 Rd.	2.3
10	Canyon Lake Community Forest, 8300 Mt. Baker Hwy.	2,266.0
11	Chuckanut Mountain Park, 745 Old Samish Rd.	987.9
12	Cottonwood Beach Access, 8191 Birch Bay Dr.	5.1
13	Deming Eagle Homestead Park, 5615 Truck Rd.	33.0
14	Dittrich Park, 319 E Lake Samish Dr.	25.2
15	Drayton Harbor Tidelands	0.3
16	Euclid Park, 1570 Euclid Ave.	2.2
17	Galbraith Mountain Access, 800 Birch Falls Dr.	20.0
18	Glacier Cemetery	0.5
19	Halverson Park, 5075 Anderson Rd.	5.6
20	Haynie Road, 2876 Haynie Rd.	1.9
21	Hegg, 3845 Blue Canyon Rd.	3.5
22	Hovander Homestead Park and Tennant Lake, 5299 Nielsen Rd.	333.4
23	Jackson Rd. Beach Access, 7465 Birch Bay Dr.	0.2
24	Jensen Family Forest Park, 8051 Stein Rd.	21.5
25	Josh VanderYacht Park, 4106 Valley Highway	2.0
26	Kickerville Road, 4110 Bay Rd.	2.6
27	Lake Whatcom Park, 3220 North Shore Rd.	4,853.0
28	Lighthouse Marine Park, 811 Marine Dr. in Point Roberts	20.5
29	Lily Point Marine Park, 2315 APA Rd. in Point Roberts	262.1
30	Little Squalicum Park, 640 Marine Dr.	12.7
31	Lookout Mountain Forest Preserve, 2537 Lake Louise Rd.	4,682.8
32	Lummi Island Beach Access, 2198 N. Nugent Rd.	0.2
33	Maple Beach Tidelands	100.9
34	Maple Creek Park, 7842 Silver Lake Rd.	73.1
35	Maple Falls Community Park, 7470 Second St.	4.2
36	Monument Park, 25 Marine Dr. in Point Roberts	6.9
37	Nugent's Corner River Access, 3685 Mt. Baker Highway	14.2
38	Ostrom Conservation Site, 4304 South Pass Rd.	38.6
39	Phillips 66 Soccer Park, 5238 Northwest Dr.	36.6
40	Point Whitehorn Marine Reserve, 6770 Koehn Rd.	54.1
41	Redwood Park, 3310 Redwood Ave.	0.3
42	Samish Park, 673 N. Lake Samish Dr.	30.6
43	Samish Way, 5170 Samish Way	1.4
44	Semiahmoo Park, 9261 Semiahmoo Parkway	291.9
45	Silver Lake Park, 9006 Silver Lake Rd.	413.4
46	South Fork Park, 1530 Mosquito Lake Rd.	603.0
47	South Lake Whatcom Park, 4144 S Bay Dr.	79.5
48	South Pass East, 4900 South Pass Rd.	0.5
49	South Pass West, 4190 South Pass Rd.	0.4
50	Squires Lake Park, 2510 Nulle Rd.	90.1
51	Stimpson Family Nature Reserve, 2076 Lake Louise Rd.	400.4
52	Sunnyside Landing, 2870 Northshore Rd.	6.3
53	Sunset Beach, 2580 West Shore Dr. on Lummi Island	7.0
54	Sunset Farm Park, 7977 Blaine Rd.	69.5
55	Ted Edwards Park, 4150 Oriental Ave.	3.5
56	Teddy Bear Cove Park, 1467 Chuckanut Dr.	11.2
57	Terrell Creek Access, 7417 Jackson Rd.	0.5
58	Terrell Creek Heron Rookery, 7065 Jackson Rd.	15.0
59	Terrell Creek Point, 7685 Birch Bay Dr.	6.7
60	Turner-Jaeger, 1975 Lake Louise Rd.	3.8
61	Welcome Bridge River Access, 5585 Mosquito Lake Rd.	0.6
TOTAL		16,210.0

Pursuant to RCW 36.87.130, there are also public access properties on right-of-way ends that intersect shorelines. Whatcom County also holds public access easements for recreational purposes on certain lands owned by the City of Lynden, Whatcom Land Trust and the Lummi Island Heritage Trust.

Future Needs

A level of service of 9.6 acres of developed parkland for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. The County's existing parks will meet the adopted level of service over the six-year planning period. However, the County is proposing park improvement projects to increase quality of existing park facilities and develop the Birch Bay Community Park to meet the longer term needs of a growing population.

Proposed Improvement Projects

Park improvement projects, totaling approximately \$16.8 million, are proposed over the six-year planning period (see Table 4). Prioritize funding for restroom facilities at the Birch Bay Beach Park.

Trails

Whatcom County currently has over 75 miles of trails in various locations throughout the County. This inventory is shown in Table 2 below.

Table 2. Existing Trails

Site No.	Trail Name and Location	Miles
1	Bay Horizon/Bay Crest Trail	0.75
2	Bay to Baker Maple Falls-Glacier	4.00
3	Birch Bay Drive and Pedestrian Facility	1.58
4	Canyon Lake Community Forest	7.01
5	Chuckanut Mountain / Pine & Cedar Lakes	16.60
6	Deming Homestead Eagle Park, Truck Rd.	0.30
7	Hovander Homestead Park	3.20
8	Interurban, Chuckanut area	3.15
9	Jensen Family Forest Park, Stein Rd. and Birch Bay Lynden Rd.	0.67
10	Lake Whatcom Park	8.50
11	Lily Point, Point Roberts	2.00
12	Lookout Mountain Forest Preserve	6.80
13	Maple Creek Park, 7842 Silver Lake Rd., Maple Falls	1.28
14	Monument Park, 25 Marine Dr. in Point Roberts	0.35
15	Phillips 66 Soccer Park Trail (Used to be Northwest Soccer Park), Smith	0.38
16	Ostrom Conservation Site, 4304 South Pass Rd.	0.56
17	Point Whitehorn Marine Reserve, 6770 Koehn Rd, Birch Bay	0.81
18	Samish Park, 673 N. Lake Samish	1.38
19	Semiahmoo Park	0.63
20	Silver Lake Park, 9006 Silver Lake Rd.	5.28
21	South Fork Park	2.30
22	Squires Lake, 2510 Nulle Rd.	2.88
23	Stimpson Family Nature Reserve, 2076 Lake Louise Rd.	4.02
24	Sunset Farm, 7977 Blaine Rd.	0.56
25	Teddy Bear Cove	0.33
TOTAL		75.32

Future Needs

A level of service of 0.60 miles of trails for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, about 74 additional miles of trails would be needed by the year 2028 to serve the people of Whatcom County.

Proposed Improvement Projects

Trail improvement projects and associated facilities, totaling approximately \$7.4 million dollars, are proposed over the six-year planning period (see Table 4). These projects would add up to 25.6 trail miles (the South Fork Park trails project would add 5.5 miles, the Lake Whatcom trails project would add up to 20 miles, and a Silver Lake project would add 0.15 miles).

While there is a shortfall in trail miles provided by the County, there are other trails that are owned/maintained by a variety of agencies or jurisdictions that provide recreational opportunities for Whatcom County residents and visitors.

Activity Centers

There are currently 13 activity centers that provide a variety of year-round programs for various age groups. The activity center inventory is shown in Table 3 below.

Table 3. Existing Activity Centers

Site No.	Activity Center Name and Location
1	Bay Horizon, 7511 Gemini Street
2	Bellingham Senior Activity Center, 315 Halleck Street
3	Blaine Community Senior Center, 763 G Street
4	East Whatcom Regional Resource Center, 8251 Kendall Rd.
5	Everson Senior Center, 111 W. Main Street
6	Ferndale Senior Center, 1999 Cherry Street
7	Lynden Senior Center, 401 Grover Street
8	Plantation Rifle Range, 5102 Samish Way
9	Point Roberts Senior Center, 1487 Gulf Road
10	Roeder Home, 2600 Sunset Dr.
11	Sumas Senior Center, 461 2nd Street
12	Van Zandt Community Hall, 4106 Valley Highway
13	Welcome Senior Center, 5103 Mosquito Lake Rd.

Note: The Blaine, Everson, Lynden and Sumas Centers are owned by these respective cities. The Point Roberts Center is owned by the Point Roberts Park District. Whatcom County provides and/or contracts for senior activities and recreational programming at these centers.

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for activity centers. Rather, Comprehensive Plan Policy 4F-5 states:

Continue to provide and support activity centers, including senior centers, to serve the growing population of Whatcom County by the following methods, as needed, which are listed in priority order: (1) implementing programming changes, (2) adding space to existing centers, and/or (3) establishing new centers.

Proposed Improvement Projects

Four activity center projects are proposed. These projects will cost about \$2.3 million within the six-year planning period (see Table 4).

Six-Year Capital Improvement Program

The park, trail, and activity center projects planned over the next six years are shown below.

Table 4. Park, Trail, and Activity Center Projects

Project # and Name	Funding Source	2023	2024	2025	2026	2027	2028	Totals
1 Plantation Range Lead Reclamation & Stormwater	1	655,000						655,000
2 Silver Lake Shower & Restroom Buildings	1	1,850,000	200,000	1,000,000	1,150,000			4,200,000
3 Silver Lake Park - Lodge Roof Replacement	1	231,000						231,000
4 Hovander Barn Paintworks	1	147,400						147,400
5 Lookout Mountain - Road System Storm Damage Repairs	1, 2, 3, 4	560,000						560,000
6 Silver Lake Residence Demolition	1	61,800						61,800
7 Hovander Residence Demolition	1	55,500						55,500
8 Bellingham Senior Center HVAC Replace & Upgrade	1, 5	94,000	772,000					866,000
9 Aiston Preserve Access Improvements	1		50,000					50,000
10 Lookout Mtn Forest Preserve Parking Improvements	1		124,100					124,100
11 Bay Horizon Hostel Demolition	1		493,000					493,000
12 Silver Lake Cabin & Lodge Renovations	1		121,242	62,458				183,700
13 Hovander Picnic Shelters	1		66,700	374,050				440,750
14 Parks Headquarters Parking & Pedestrian Improvements	1		77,300	295,100				372,400
15 Hovander - Flood Repair & Mitigation Improvements	1		80,000	182,000				262,000
16 Tennant Lk Interpretive Ctr Remodel & Flood Mitigation	1, 2		67,000	437,500				504,500
17 South Fork Park Bridges & Connector Trail	1			132,500	149,200	306,800	273,800	862,300
18 Lily Point Marine Park Parking Improvements	1			254,900				254,900
19 Lake Whatcom Trail Development	1			392,150	264,500	241,500	189,750	1,087,900
20 Lake Whatcom Park Trailhead	1			500,000	3,339,000			3,839,000
21 Nessel Farm Improvements	5			152,500	845,000			997,500
22 Hovander Park Access Improvements	1			250,000	225,000	1,925,000		2,400,000
23 Hertz Trail Capital Maintenance	1				353,500			353,500
24 Ferndale Senior Center HVAC Replace & Upgrade	1				335,000			335,000
25 Maple Falls Park Trailhead	1					200,000	825,000	1,025,000
26 Samish Park Parking/Vehicular Circulation Improvement	1					75,000	250,000	325,000
27 South Fork Park Loop Trail Improvements	1						276,600	276,600
28 Birch Bay Beach Park Development	1, 3, 5, 6, 7			260,000	5,105,000			5,365,000
29 Parks Construction Supervisor	1	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Parks Totals		3,704,700	2,101,342	4,343,158	11,816,200	2,798,300	1,865,150	26,628,850

Funding Sources:

1. Real Estate Excise Tax (REET)
2. Federal Emergency Management Agency (FEMA)
3. Parks Special Revenue Fund
4. Conservation Futures Funds
5. Donations
6. Lodging Tax (Hotel-Motel Tax)
7. Grants

Chapter 3 – Maintenance and Operations

Existing Maintenance and Operations Space

The 2022 inventory of maintenance & operations/facilities management space is 70,681 square feet. This inventory is shown below.

Table 5. Existing Space

Site No.	Facility Name	Square feet
1	Central Shop, 901 W. Smith Rd. (Maintenance and Operations)	35,773
2	3720 Williamson Way (Facilities Management)	31,248
3	Minimum Security Correction Facility - 2030 Division St. (Facilities Management Storage)	3,660
TOTAL		70,681

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for maintenance and operations. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total over \$2.6 million as shown below.

Table 6. Maintenance and Operations Projects

Project # and Name	Funding Source							Total Cost
		2023	2024	2025	2026	2027	2028	
1 Central Shop Stormwater Project - 901 W. Smith Rd.	1	500,000	500,000					1,000,000
2 Road Oil Tank Removal - 901 W. Smith Rd.	1	270,000						270,000
3 Road Salt Storage - 901 W. Smith Rd.	1	150,000						150,000
4 Truck Shed Structural Repair - 901 W. Smith Rd.	1	160,000						160,000
5 Underground Fuel Tank Removal - 901 W. Smith Rd.	1	250,000	50,000	10,000				310,000
6 Vactor Building - 901 W. Smith Rd.	1	546,509						546,509
7 Water Line Extension/Anti-Ice Prep - 901 W. Smith Rd.	1	185,000						185,000
TOTAL		2,061,509	550,000	10,000	0	0	0	2,621,509

Funding Sources

1. Road Fund

Chapter 4 – General Government Buildings and Sites

Existing Office Space

The 2022 inventory of County government office space is 301,375 square feet at nine locations. This inventory is shown below.

Table 7. Existing County Government Office Space

Site No.	Facility Name	Square feet
1	Civic Center Annex (322 North Commercial)	30,000
2	Central Plaza Building (215 N. Commercial)	10,307
3	County Courthouse (311 Grand Avenue)	178,476
4	Lottie St. Annex (316 Lottie St.)	2,533
5	509 Girard St.	13,189
6	3373 Mt. Baker Highway	2,110
7	1500 N. State St.	20,045
8	Northwest Annex (5280 Northwest Dr.)	20,265
9	Crisis Stabilization Center (2026 Division St.)	<u>24,450</u>
TOTAL		301,375

Note: The County also rents 4,820 of building space at 600 Dupont St.

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for general government buildings. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total over \$67 million as shown below.

Table 8. Government Building and Site Projects

Project # and Name	Funding Source	2023	2024	2025	2026	2027	2028	Totals
1 Misc. Courthouse Maintenance Projects	1, 2	450,000						450,000
2 Elevator Replacements (multiple locations)	4, 5, 7	410,000	460,000	510,000	560,000			1,940,000
3 NW Annex Campus	3, 5, 8	26,950,000	550,000					27,500,000
4 Courthouse Exterior Project	1, 2	4,077,100	3,238,000	4,536,000	2,463,000			14,314,100
5 Prox Lock Control Panel Replacement (multiple locations)	5	178,000						178,000
6 Way Station Improvements - State Street	5, 6, 9	9,281,000						9,281,000
7 Girard Street Improvements	1, 2				100,000	1,000,000	9,000,000	10,100,000
8 Interior Painting, Carpets, Asphalt Repairs, ADA (multiple locations)	1	205,000	205,000	205,000	205,000	205,000	205,000	1,230,000
9 County Building Maintenance	1, 2	100,000	100,000	100,000	100,000	100,000	100,000	600,000
10 Alternative Response Treatment Facility	6, 10	926,000	700,000					1,626,000
11 Construction Coordinator Wages/Benefits	1	10,000	10,000	10,000	10,000	10,000	10,000	60,000
Totals		42,587,100	5,263,000	5,361,000	3,438,000	1,315,000	9,315,000	67,279,100

Funding Sources

1. Real Estate Excise Tax (REET)
2. Economic Development Investment (EDI) Fund
3. Debt
4. Road Fund
5. Project Based Budget
6. Grants
7. General Fund
8. Reserve Funds
9. Donations
10. Behavioral Health Programs Fund

Chapter 5 – Sheriff’s Office

Existing Sheriff’s Office Space

The 2022 inventory of Sheriff’s office space is 22,902 square feet. This inventory is shown below.

Table 9. Existing Sheriff’s Facilities

Site No.	Facility Name	Square Feet
1	Public Safety Building (311 Grand Ave)	15,102
2	Minimum Security Correction Facility (2030 Division St.)	6,000
3	Laurel Substation (194 W. Laurel Rd.)	<u>1,800</u>
TOTAL		22,902

Notes: The Sheriff’s Office also has storage facilities at various locations in Whatcom County. The County has two mobile homes and an old detention facility in Point Roberts. The resident deputies operate out of their homes or utilize space at the U.S. Customs office at the border. Deputies are able to utilize an office at the Kendall Fire hall when working in the area.

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for Sheriff’s Office facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff’s Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates. . . Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

Proposed Improvement Projects

A new Sheriff’s Office and a new public safety radio system are planned within the next six years. The comprehensive radio system update will include infrastructure (such as towers), radio systems in buildings, radios in vehicles, and hand-held radios. These improvements will cost approximately \$22 million, as shown below.

Table 10. Sheriff's Office Projects

Project # and Name	Funding Source	2023	2024	2025	2026	2027	2028	Totals
Sheriff's Office Relocation	1, 2				1,500,000	13,500,000		15,000,000
Public Safety Radio System	3, 4, 5, 6	1,674,808	2,007,500	1,782,000	1,028,500	275,000	275,000	7,042,808
Totals		1,674,808	2,007,500	1,782,000	2,528,500	13,775,000	275,000	22,042,808

Funding Sources

1. Real Estate Excise Tax (REET)
2. Debt
3. Grants
4. Economic Development Investment (EDI) Fund
5. Fire Districts/Departments
6. Countywide Emergency Medical Services (EMS) Fund

Chapter 6 – Emergency Management

Existing Emergency Management Space

The 2022 inventory of Sheriff's Office, Division of Emergency Management space is 24,000 square feet, located at the Whatcom Unified Emergency Coordination Center (WUECC). Rented by and shared between both Whatcom County and the City of Bellingham, the WUECC is comprised of 2,000 square feet of office space and an additional 22,000 square feet of support facilities (used for meetings, training, exercises, and during emergencies). The WUECC serves as the Emergency Operations Center for both the County and the City.

Table 11. Existing Emergency Management/EOC Facilities

Site No.	Facility Name	Square feet
1	Whatcom Unified Emergency Coordination Center 3888 Sound Way, Bellingham	24,000

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for emergency management facilities. Rather, Comprehensive Plan Policy 4D-4 is to:

Maintain adequate facilities for daily emergency management activities and, during an emergency or disaster, for the emergency operations center. The facilities will provide sufficient space for activities relating to emergency/disaster planning, mitigation, response and recovery. Existing facilities may be expanded, remodeled, and/ or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

There are no emergency management capital improvement projects planned over the next six years.

Chapter 7 – Adult Corrections

Existing Jail Facilities

The County's Main Jail was designed and originally built to hold 148 beds, although with some limited remodeling and the use of double bunking, the operational capacity of the main jail should be for the use of 212 beds. Whatcom County completed construction of a 150 bed minimum security correction facility on Division St. in 2006. The Main Jail is located in the Public Safety Building next to the County Courthouse in downtown Bellingham and the Minimum Security Correction Facility is located in the Bakerview Rd. industrial area.

Table 12. Existing Jail Beds

Site No.	Facility Name	Jail Beds
1	Public Safety Building (311 Grand Ave.)	212
2	Jail Work Center (2030 Division St.)	<u>150</u>
TOTAL		362

Note: As the result of the COVID-19 pandemic, the jail is operating at a reduced capacity to provide for social distancing until such time as the pandemic is declared under control by the Washington State Department of Health. Due to the mix of offenders, a firm population cap has not been set, but is anticipated to remain at approximately 150 offenders at the Downtown Jail.

Future Needs

There continues to be serious concerns among law and justice officials related to jail facility needs in the community. That need has been documented over the years, with the most recent being the *Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building)* (Sept. 2017).

The Whatcom County Comprehensive Plan does not contain a level of service standard for jail facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff's Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates. The number of jail beds in adult corrections facilities will be determined after review of multiple factors, including projected population growth, State sentencing laws, alternative programs, treatment diversion programs, early release programs, the need to separate violent inmates, the need to separate inmates by gender, the need to separate inmates by other classification considerations, average length of stay, peak inmate populations and available funding. Existing facilities may be expanded, remodeled, and/ or new facilities developed in response to changing need.

Proposed Improvement Projects

The adult corrections projects planned over the next six years are shown below. These improvements will cost approximately \$151 million, as shown below.

Table 13. Adult Corrections Projects

Project # and Name		Funding Source	2023	2024	2025	2026	2027	2028	Totals
1	Public Health, Safety, and Justice Facilities	1,2		10,000,000	110,000,000	30,000,000			150,000,000
2	Corrections Facilities Ongoing Maint. Project:	3, 4	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Totals			200,000	10,200,000	110,200,000	30,200,000	200,000	200,000	151,200,000

Funding Sources

1. Debt
2. New Sales Tax
3. Jail Fund
4. General Fund

Chapter 8 – Juvenile Detention

Existing Juvenile Detention Facilities

The 2022 inventory of County juvenile detention facilities includes 32 beds serving the countywide population. The juvenile detention facility is located on the sixth floor of the County Courthouse at 311 Grand Avenue.

Table 14. Existing Juvenile Detention Beds

Site No.	Facility Name	Beds
1	County Courthouse (311 Grand Ave.)	32

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for juvenile detention facilities. Rather, Comprehensive Plan Policy 4D-3 is to:

Maintain juvenile detention facilities and alternative corrections programs to provide safe and secure methods to provide accountability and support for minors who break the law. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

There are no juvenile detention capital improvement projects planned in the six-year planning period.

Chapter 9 – Transportation

Existing Roads

The 2021 inventory shows a total of 935 miles of County roads.

Future Needs

The Whatcom County Comprehensive Plan sets level of service (LOS) standards for County roads. Future traffic and the level of service for roads can be forecasted using computer-modeling software. The Whatcom Council of Governments forecasts future traffic utilizing a computer transportation model. This modeling effort will inform transportation planning in Whatcom County.

Whatcom County accomplishes planning for County road improvements by approving a Six-Year Transportation Improvement Program each year, as required by RCW 36.81.121.

Proposed Improvement Projects

The Whatcom County Six-Year Transportation Improvement Program includes preliminary planning for one proposed new road project:

- Lincoln Road extension (between Harborview Road and Blaine Road).

While this project is on the Six-Year Transportation Improvement Program, construction is not anticipated within the six-year planning period. Rather, preliminary engineering to determine project feasibility may be initiated within this time frame. The Transportation Improvement Program includes two road projects over \$5 million:

- North Lake Samish Rd. Bridge Replacement (\$10.6 million); and
- East Smith Rd / Hannegan Rd intersection improvements (\$5.4 million).

The Six-Year Transportation Improvement Program contains a variety of other projects, including flood damage repair, bridge replacements, intersection improvements, road reconstruction, and fish passage projects.

Existing Ferry Facilities

Whatcom County currently has one ferry vessel serving Lummi Island. The ferry runs between Lummi Island and Gooseberry Point on a daily basis.

Future Needs

Whatcom County Comprehensive Plan Policy 6A-1 establishes the following LOS standard for the ferry:

Public Works shall establish a performance metric to monitor service performance of the Lummi Island ferry system. This will include a week long count at least every quarter in both sailing directions. This count will include percent capacity, on-time performance, and the number of vehicles left in the queue. The count shall be compared to the desired level of service of no more than two sailing waits during average weekday peak periods.

The Special Programs Manager for the County Public Works Department confirmed that the ferry service currently meets the LOS standard.

Whatcom County accomplishes planning for the ferry by approving a Fourteen-Year Ferry Capital Program, as required by RCW 36.54.015.

Proposed Improvement Projects

The Six-Year Transportation Improvement Program includes replacement of the Whatcom Chief ferry (\$49.4 million) and terminal modifications. It also includes engineering for relocation of the ferry terminal.

Total Transportation Costs

Transportation projects, including road and ferry projects, total approximately \$114 million over the six-year planning period. This includes almost \$50 million in local funds, with the remainder coming from the State and Federal governments.

Chapter 10 – Stormwater Facilities

Existing Stormwater Management Facilities

The Public Works Department is responsible for design, engineering, and construction of county-owned stormwater facilities. Many stormwater facilities are road-related stormwater conveyance systems such as culverts and ditches on and adjacent to county roads. Others are off right-of-way facilities that control storm flows and improve water quality.

In response to increasing federal and state mandates to manage stormwater and the public's desire to improve stewardship of sensitive watersheds, Whatcom County established a Stormwater Division in 2005. The Stormwater Division is responsible for planning, designing, engineering, and construction of stormwater facilities. Inventories of existing stormwater facilities are maintained by the Public Works Department. The Engineering Services Division maintains an inventory of all road-related facilities. The Stormwater Division maintains an inventory of public and private stormwater facilities in the area covered by the County's NPDES Phase II permit for Municipal Separate Storm Sewer Systems. This inventory includes ditches, culverts, catch basins, vaults, ponds, and swales. Completed Stormwater Construction Projects since the Stormwater Division was created in 2005 are listed below.

Table 15. Completed Stormwater Construction Projects Since 2005

Existing Site No.	Watershed	Facility Name	Year Completed
1	Lake Whatcom	Geneva Stormwater Retrofits	2006
2	Lake Whatcom	Cable Street Reconstruction & Stormwater Improvements	2007
3	Lake Whatcom	Lahti Drive Stormwater Improvements	2010
4	Lake Whatcom	Silver Beach Creek Improvements - Brownsville Drive to E. 16th Place	2011
5	Lake Whatcom	Silver Beach Creek Improvements - West Tributary	2012
6	Lake Whatcom	Coronado-Fremont Stormwater Improvements	2014
7	Lake Whatcom	Cedar Hills-Euclid Stormwater Improvements	2016
8	Lake Whatcom	Agate Bay Improvements-Phase 1 & 2	2018-2019
9	Lake Whatcom	Northshore/Edgewater Stormwater Improvements	2020
10	Lake Whatcom	Silver Beach Creek Phase 1-Woodlake	2021



Figure 1. Lake Whatcom Cedar Hills-Euclid Stormwater Improvements

Whatcom County Public Works regularly seeks and is awarded grant money that contributes to the design and construction of these stormwater projects that improve water quality through treatment systems and stream stabilization.

Future Needs

An increasing emphasis on the protection of sensitive watersheds has resulted in the adoption of comprehensive stormwater plans, including plans for Lake Whatcom and Birch Bay. The adopted plans identify work towards planning, design, engineering, and construction of capital projects intended to address stormwater issues.

Proposed Improvement Projects

Stormwater improvement projects totaling approximately \$14.7 million are proposed over the six-year planning period as shown below. These costs would be paid by Real Estate Excise Tax (REET), Lake Whatcom Stormwater Utility, grants, Road fund, funding from the Birch Bay Watershed and Aquatic Resources Management District (BBWARM), Flood fund, and Federal Emergency Management Agency (FEMA) funds.

Table 16. Stormwater Projects

Project # and Name	Funding Source	2023	2024	2025	2026	2027	2028	Totals
1 Academy Stormwater Facility Phase 2-Eval & Improvements	1, 2, 6	330,000						330,000
2 Geneva Bioretention Pilot Project	1, 2, 3	977,250	132,000	132,000	17,000	-	-	1,258,250
3 Eagleridge Stormwater Facility	1, 2	10,000	115,000	350,000	-	-	-	475,000
4 Austin Ct Filter Vault	1, 2	95,000		320,000		-	-	415,000
5 Silver Beach Creek Phase 2 - Erosion Control	2	80,000	600,000				-	680,000
6 Viewhaven Lane Water Quality & Conveyance Improvements	1, 2	10,000	115,000		350,000		-	475,000
7 Strawberry Pt/ Lake Whatcom Blvd Water Quality Facility	1, 2		-	115,000	140,000	655,000		910,000
8 Geneva St/Lake Louise Culvert Replacement	1, 4		-	-	80,000		200,000	280,000
9 Lake Whatcom Boulevard Media Filter Drain	2		-	-	125,000	80,000	630,000	835,000
10 Sudden Valley - Stormwater Improvements Phase 2	1, 2				10,000	180,000		190,000
11 Lake Whatcom Boulevard Water Quality Vault	2						115,000	115,000
12 Charel Terrace Stormwater Outfall Repair	1, 5, 7	415,000						415,000
13 Holeman Ave Stormwater Improvements	1, 5	35,000	950,000	-	-	-	-	985,000
14 Semiahmoo Dr South & Outfall Improvements	1, 4, 5, 7	250,000	1,200,000		-	-	-	1,450,000
15 Normar Place Stormwater Improvements	1, 5	150,000	40,000	500,000		-	-	690,000
16 Lora Lane Drainage & Tide Gate	1, 4, 5		80,000	150,000	1,200,000		-	1,430,000
17 Birch Pt Rd & Outfall Improvements	5		50,000	150,000	500,000			700,000
18 Richmond Park Stormwater Improvements	1, 5			180,000	200,000	1,050,000	1,000,000	2,430,000
19 Wooldridge Ave & Sunset Dr Stormwater Improvements	5					50,000	100,000	150,000
20 Hillsdale Stormwater Improvements Phase I	5						50,000	50,000
21 Shallow Shore Culvert Relocation	1	470,000						470,000
Stormwater Totals		2,822,250	3,282,000	1,897,000	2,622,000	2,015,000	2,095,000	14,733,250

Funding Sources

1. Real Estate Excise Tax (REET)
2. Lake Whatcom Stormwater Utility
3. Grants
4. Road Fund
5. Birch Bay Watershed and Aquatic Resources Management District (BBWARM)
6. Flood Fund
7. FEMA

Note: Projects 1-11 are within the Lake Whatcom Watershed. Projects 12-20 are within the Birch Bay Watershed.

Chapter 11 – Total Costs

Total Costs for the six-year planning period are shown below.

Table 17. Total Costs for the Six-Year Planning Period

	Total Costs 2023-2028	Percent of Total Costs
Parks, Trails, and Activity Centers	26,628,850	6.69%
Maintenance and Operations	2,621,509	0.66%
General Government Buildings and Sites	67,279,100	16.90%
Sheriff's Office	22,042,808	5.54%
Emergency Management	0	0.00%
Adult Corrections	151,200,000	37.98%
Juvenile Detention	0	0.00%
Transportation	113,592,000	28.53%
Stormwater Facilities	<u>14,733,250</u>	<u>3.70%</u>
TOTAL	398,097,517	100.00%

The County plans to undertake capital improvement projects costing approximately \$398 million between 2023 and 2028, which will be financed with a combination of local, state, federal, and other funding sources.

Exhibit B (Repeal Existing CIP)

~~Six-Year Capital Improvement Program For Whatcom County Facilities 2021–2026~~

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Chapter 1—Introduction

The Growth Management Act requires that the County's Comprehensive Plan include a "capital facilities plan element" (RCW 36.70A.070(3)). The Whatcom County Comprehensive Plan calls for the County to develop and update the Six-Year Capital Improvement Program (CIP) for County projects every two years. The main purpose of the Capital Improvement Program is to identify priority capital improvement projects and estimated costs, outline a schedule for project completion, and designate funding sources for these projects based on a review of existing and projected population and revenue conditions for the six year planning period.

Growth Management Act Requirements

According to the Growth Management Act, a county's capital facilities plan must include five items, which are shown below:

A.—An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

Current inventories of existing County capital facilities, based upon information provided by various County departments, are included in each chapter of this document.

B.—A forecast of the future needs for such capital facilities.

Chapter 4 of the Whatcom County Comprehensive Plan establishes numerical "level of service" standards for County parks and trails and contains policies relating to other County facilities. Capital facility needs are forecasted over the six-year planning period by applying the adopted level of service standards to the expected population in the year 2026 and by considering other relevant factors.

C.—Proposed locations and capacities of expanded or new capital facilities.

General locations and capacities of proposed County facilities are indicated in this document (as applicable).

D.—At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

This Six-Year Capital Improvement Program presents costs and funding sources for proposed County capital facilities (all figures are in 2020 dollars). There are a variety of funding sources that the County may utilize to pay for capital facilities, including real estate excise taxes (REET), sales tax, the Public Utilities Improvement Fund (also known as the Rural Sales Tax Fund, Economic Development Investment Fund or EDI Fund), Road Fund, state grants, federal grants and a variety of other sources.

~~E.—A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.~~

~~Finally, in accordance with the Growth Management Act, a requirement to reassess the land use element of the Comprehensive Plan if probable funding falls short of meeting existing needs and to ensure consistency between plans already exists in the Comprehensive Plan (Policy 4A-4).~~

~~Charter Provisions and the County Budget~~

~~In addition to Growth Management Act provisions relating to capital facilities, Section 6.30 of the County Charter also requires the County to include a six-year capital improvement program as part of the budget. Appropriations for 2021–2022 capital projects may be included in the biennial budget or may be adopted through the supplemental budget process. Ultimate funding for capital improvement projects is subject to County Council authorization in the adopted budget. Costs identified for 2023–2026 are included for planning purposes and review of potential future needs, but not for budget authorization at this time.~~

Chapter 2 — Parks, Trails, and Activity Centers

Parks

The 2020 inventory of County parks and open space areas is over 16,200 acres. This inventory is shown below.

Table 1. Existing Parks

Site No.	Park Name and Location	Acres
1	Alderwood Park, 3479 Willowood Rd.	1.9
2	Bay Horizon Park, 7467 Gemini St.	68.2
3	Birch Bay Beach Park, 7930 Birch Bay Dr.	13.7
4	Birch Bay Conservancy Area, 7000 Point Whitehorn Rd.	45.0
5	Birch Bay Tidelands	151.0
6	Boulevard Park, 471 Bayview Dr.	1.4
7	Broadway Beach Access, 7497 Birch Bay Dr.	0.1
8	Cagey Road, 3130 Haxton Way	20.0
9	Camp 2 RR ROW, 3775 Camp 2 Rd.	2.3
10	Canyon Lake Community Forest, 8300 Mt. Baker Hwy.	2,266.0
11	Chuckanut Mountain Park, 745 Old Samish Rd.	987.9
12	Cottonwood Beach Access, 8191 Birch Bay Dr.	5.1
13	Deming Eagle Homestead Park, 5615 Truck Rd.	33.0
14	Dittrich Park, 319 E Lake Samish Dr.	25.2
15	Drayton Harbor Tidelands	0.3
16	Euclid Park, 1570 Euclid Ave.	2.2
17	Galbraith Mountain Access, 800 Birch Falls Dr.	20.0
18	Glacier Cemetery	0.5
19	Halverson Park, 5075 Anderson Rd.	5.6
20	Haynie Road, 2876 Haynie Rd.	1.9
21	Hegg, 3845 Blue Canyon Rd.	3.5
22	Hovander Homestead Park and Tennant Lake, 5299 Nielsen Rd.	333.4
23	Jackson Rd. Beach Access, 7465 Birch Bay Dr.	0.2
24	Jensen Family Forest Park, 8051 Stein Rd.	21.5
25	Josh VanderYacht Park, 4106 Valley Highway	2.0
26	Kickerville Road, 4110 Bay Rd.	2.6
27	Lake Whatcom Park, 3220 North Shore Rd.	4,853.0
28	Lighthouse Marine Park, 811 Marine Dr. in Point Roberts	20.5
29	Lily Point Marine Park, 2315 APA Rd. in Point Roberts	262.1
30	Little Squalicum Park, 640 Marine Dr.	12.7
31	Lookout Mountain Forest Preserve, 2537 Lake Louise Rd.	4,682.8
32	Lummi Island Beach Access, 2198 N. Nugent Rd.	0.2
33	Maple Beach Tidelands	100.9
34	Maple Creek Park, 7842 Silver Lake Rd.	73.1
35	Maple Falls Community Park, 7470 Second St.	4.2
36	Monument Park, 25 Marine Dr. in Point Roberts	6.9
37	Nugent's Corner River Access, 3685 Mt. Baker Highway	14.2
38	Ostrom Conservation Site, 4304 South Pass Rd.	38.6
39	Phillips 66 Soccer Park, 5238 Northwest Dr.	36.6
40	Point Whitehorn Marine Reserve, 6770 Koehn Rd.	54.1
41	Redwood Park, 3310 Redwood Ave.	0.3
42	Samish Park, 673 N. Lake Samish Dr.	30.6
43	Samish Way, 5170 Samish Way	1.4
44	Semiahmoo Park, 9261 Semiahmoo Parkway	291.9
45	Silver Lake Park, 9006 Silver Lake Rd.	413.4
46	South Fork Park, 1530 Mosquito Lake Rd.	603.0
47	South Lake Whatcom Park, 4144 S Bay Dr.	79.5
48	South Pass East, 4900 South Pass Rd.	0.5
49	South Pass West, 4190 South Pass Rd.	0.4
50	Squires Lake Park, 2510 Nulle Rd.	84.2
51	Stimpson Family Nature Reserve, 2076 Lake Louise Rd.	400.4
52	Sunnyside Landing, 2870 Northshore Rd.	6.3
53	Sunset Beach, 2580 West Shore Dr. on Lummi Island	7.0
54	Sunset Farm Park, 7977 Blaine Rd.	69.5
55	Ted Edwards Park, 4150 Oriental Ave.	3.5
56	Teddy Bear Cove Park, 1467 Chuckanut Dr.	11.2
57	Terrell Creek Access, 7417 Jackson Rd.	0.5
58	Terrell Creek Heron Rookery, 7065 Jackson Rd.	15.0
59	Terrell Creek Point, 7685 Birch Bay Dr.	6.7
60	Turner-Jaeger, 1975 Lake Louise Rd.	3.8
61	Welcome Bridge River Access, 5585 Mosquito Lake Rd.	0.6
TOTAL		16,204.1

Pursuant to RCW 36.87.130, there are also public access properties on right-of-way ends that intersect shorelines.

Future Needs

A level of service of 9.6 acres of developed parkland for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. The County's existing parks will meet the adopted level of service over the six-year planning period. However, the County is proposing park improvement projects to increase quality of existing park facilities and develop the Birch Bay Community Park to meet the longer term needs of a growing population.

Proposed Improvement Projects

Park improvement projects, totaling approximately \$8 million, are proposed over the six-year planning period.

Trails

Whatcom County currently has almost 74 miles of trails in various locations throughout the County. This inventory is shown below.

Table 2. Existing Trails

Site No.	Trail Name and Location	Miles
1	Bay Horizon/Bay Crest Trail	0.75
2	Bay to Baker Maple Falls-Glacier	4.00
3	Canyon Lake Community Forest	7.01
4	Chuckanut Mountain / Pine & Cedar Lakes	16.60
5	Deming Homestead Eagle Park, Truck Rd.	0.30
6	Hovander Homestead Park	3.20
7	Interurban, Chuckanut area	3.15
8	Jensen Family Forest Park, Stein Rd. and Birch Bay Lynden Rd.	0.67
9	Lake Whatcom Park	8.50
10	Lily Point, Point Roberts	2.00
11	Lookout Mountain Forest Preserve	6.80
12	Maple Creek Park, 7842 Silver Lake Rd., Maple Falls	1.28
13	Monument Park, 25 Marine Dr. in Point Roberts	0.35
14	Phillips 66 Soccer Park Trail (Used to be Northwest Soccer Park), Smith	0.38
15	Ostrom Conservation Site, 4304 South Pass Rd.	0.56
16	Point Whitehorn Marine Reserve, 6770 Koehn Rd, Birch Bay	0.81
17	Samish Park, 673 N. Lake Samish	1.38
18	Semiahmoo Park	0.63
19	Silver Lake Park, 9006 Silver Lake Rd.	5.28
20	South Fork Park	2.30
21	Squires Lake, 2510 Nulle Rd.	2.88
22	Stimpson Family Nature Reserve, 2076 Lake Louise Rd.	4.02
23	Sunset Farm, 7977 Blaine Rd.	0.56
24	Teddy Bear Cove	0.33
TOTAL		73.74

Future Needs

A level of service of 0.60 miles of trails for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, about 71 additional miles of trails would be needed by the year 2026 to serve the people of Whatcom County.

Proposed Improvement Projects

Trail improvement projects and associated facilities, totaling approximately \$4.8 million dollars, are proposed over the six-year planning period. These projects would add 9 trail miles (the South Fork Park trails project would add 5 miles and the Lake Whatcom trails project would add 4 miles). Additionally, the Birch Bay Drive & Pedestrian Facility (beach restoration and berm project) will add 1 mile of trail.

While there is a shortfall in trail miles provided by the County, there are other trails that are owned/maintained by a variety of agencies or jurisdictions that provide recreational opportunities for Whatcom County residents and visitors.

Activity Centers

There are currently 13 activity centers that provide a variety of year-round programs for various age groups. The activity center inventory is shown below.

Table 3. Existing Activity Centers

Site No.	Activity Center Name and Location
1	Bay Horizon, 7511 Gemini Street
2	Bellingham Senior Activity Center, 315 Halleck Street
3	Blaine Community Senior Center, 763 G Street
4	East Whatcom Regional Resource Center, 8251 Kendall Rd.
5	Everson Senior Center, 111 W. Main Street
6	Ferndale Senior Center, 1999 Cherry Street
7	Lynden Senior Center, 401 Grover Street
8	Plantation Rifle Range, 5102 Samish Way
9	Point Roberts Senior Center, 1487 Gulf Road
10	Roeder Home, 2600 Sunset Dr.
11	Sumas Senior Center, 461 2nd Street
12	Van Zandt Community Hall, 4106 Valley Highway
13	Welcome Senior Center, 5103 Mosquito Lake Rd.

Note: The Blaine, Everson, Lynden and Sumas Centers are owned by these respective cities. The Point Roberts Center is owned by the Point Roberts Park District. Whatcom County provides and/or contracts for senior activities and recreational programming at these centers.

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for activity centers. Rather, Comprehensive Plan Policy 4F-5 states:

Continue to provide and support activity centers, including senior centers, to serve the growing population of Whatcom County by the following methods, as needed, which are listed in priority order: (1) implementing programming changes, (2) adding space to existing centers, and/or (3) establishing new centers.

Proposed Improvement Projects

Two activity center projects, involving a boiler replacement at the East Whatcom Regional Resource Center and demolition of a building at Bay Horizon, are proposed. These project will cost about \$591,000 within the six-year planning period.

Six-Year Capital Improvement Program

The park, trail, and activity center projects planned over the next six years are shown below:

Table 4. Park, Trail, and Activity Center Projects Planned Over the Next Six Years

		Funding							
Project #		Source	2021	2022	2023	2024	2025	2026	Totals
1	Nugent's Corner Buiding Demolition	1	67,713						67,713
2	Parks Admin Offices HVAC Replacement & Upgrade	1	81,411						81,411
3	Lighthouse Marine Park Siding & Roofing	1		168,350					168,350
4	Silver Lake Restrooms & Day-Use Improvements	1	1,430,000	1,450,000	910,000				3,790,000
5	Birch Bay Beach Park Development	2, 3	140,000	392,825					532,825
6	Hovander Picnic Shelters	1		53,200	210,000	105,000			368,200
7	Silver Lake Cabins Capital Maintenance Program	1			250,603				250,603
8	Hertz Trail Capital Maintenance Program	1				25,000	195,000		220,000
9	Stimpson Family Nature Reserve Parking Improvements	1		80,075					80,075
10	Lookout Mtn Forest Preserve Parking Improvements	1			94,218				94,218
11	Lake Whatcom Park Trailhead	1	352,025			1,350,000	975,000		2,677,025
12	Lily Point Marine Park Parking Improvements	1					241,136		241,136
13	South Fork Park Bridges & Connector Trail	1, 2	29,000	125,000	125,000	515,000			794,000
14	Tennant Lake Interpretive Center Remodel	1					10,000	56,383	66,383
15	Hovander Park Access Improvements	1, 2						250,000	250,000
16	Samish Park Parking/Vehicular Circulation Improvements	1					75,000	225,000	300,000
17	Bay Horizon Hostel Demolition	1						456,248	456,248
18	Lake Whatcom Trail Development	1	189,000						189,000
19	Hovander Maintenance Shop	1	175,000						175,000
20	Maple Falls Park Trailhead Restroom & Parking	1, 2					182,500	750,000	932,500
21	East Whatcom Regional Resource Center-Replace Boiler	4		134,770					134,770
22	Hovander Park Tennant Lake Flood Repair and Mitigation Improvements	1, 2		1,050,000					1,050,000
23	Lookout Mountain Road & Culvert Repair and Mitigation Improvements	1, 2, 5		500,000					500,000
Parks Totals			2,464,149	3,954,220	1,589,821	1,995,000	1,678,636	1,737,631	13,419,457
Funding Sources:									
1. Real Estate Excise Tax (REET)									
2. Grants									
3. Parks Special Revenue Fund									
4. Economic Development Investment (EDI) Funds									
5. Conservation Futures									

Chapter 3—Maintenance and Operations

Existing Maintenance and Operations Space

The 2020 inventory of maintenance & operations/facilities management space is 70,681 square feet. This inventory is shown below.

Table 5. Existing Space

Site No.	Facility Name	Square feet
1	Central Shop, 901 W. Smith Rd. (Maintenance and Operations)	35,773
2	3720 Williamson Way (Facilities Management)	31,248
3	Minimum Security Correction Facility - 2030 Division St. (Facilities Management Storage)	3,660
TOTAL		70,681

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for maintenance and operations. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total over \$812,000 as shown below.

Table 6. Proposed Maintenance and Operations Projects

Maintenance & Operations	Funding Source	2021	2022	2023	2024	2025	2026	Total Cost
1. Central Shop - Vactor Building	1	330,000						330,000
2. Central Shop - Road Oil Tank	1	236,500						236,500
3. Central Shop - Roof Replacement	2, 3	232,875						232,875
4. HVAC Programming (3720 Williamson Way)	3	13,000						13,000
		812,375						812,375
TOTAL								

Funding Sources

1. Road Fund
2. Equipment Rental & Revolving (ER&R) Fund
3. Real Estate Excise Tax (REET)

Chapter 4 — General Government Buildings and Sites

Existing Office Space

The 2020 inventory of County government office space is 331,141 square feet at nine locations. This inventory is shown below.

Table 7. Existing County Government Office Space

Site No.	Facility Name	Square feet
1	Civic Center Annex (322 North Commercial)	30,000
2	Central Plaza Building (215 N. Commercial)	10,307
3	County Courthouse (311 Grand Avenue)	200,000
4	Forest St. Annex (1000 North Forest St.)	14,000
5	509 Girard St.	13,189
6	3373 Mt. Baker Highway	2,110
7	1500 N. State St.	16,820
8	Northwest Annex (5280 Northwest Dr.)	20,265
9	Crisis Stabilization Center (2026 Division St.)	24,450
TOTAL		331,141

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for general government buildings. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total approximately \$52.9 million as shown below.

Table 8. Proposed Government Building and Site Improvement Projects

	Funding Source	2021	2022	2023	2024	2025	2026	Totals
1 Courthouse Maintenance Projects (311 Grand Ave)	1, 2	311,837	1,020,514		500,000	500,000		2,332,351
2 Northwest Annex Campus	2, 3, 4	1,950,000	12,000,000	12,000,000				25,950,000
3 Courthouse Exterior Project - Phase 2 (311 Grand Ave)	1, 2	500,000	2,921,000	2,921,000				6,342,000
4 Improvements, including remodel and HVAC (1500 N. State St)	5, 6			750,000	8,717,000			9,467,000
5 Improvements, including roof, HVAC, and windows (509 Girard St)	2				80,000	1,380,000		1,460,000
6 Prosecuting Attorney - Office Update (311 Grand Ave)	1	60,514						60,514
7 Civic Center - Parking Lot (322 N. Commercial)	1, 4				75,000	400,000		475,000
8 Civic Center Building Renovation (322 N Commercial)	1, 4	3,000,000	1,600,000	400,000				5,000,000
9 Interior Painting, Carpets, Asphalt Repairs (various locations)	1	165,000	165,000	165,000	165,000	165,000	165,000	990,000
10 Central Plaza Debt Service (215 N. Commercial)	1	124,000	124,000	124,000				372,000
11 ADA Compliance (various locations)	1	40,000	40,000					80,000
12 Central Plaza - Public Defender Tenant Improvement (215 N. Commercial)	1	182,302	182,302					364,604
Totals		6,333,653	18,052,816	16,360,000	9,537,000	2,445,000	165,000	52,893,469
Funding Sources								
1. Real Estate Excise Tax (REET)								
2. Economic Development Initiative (EDI)								
3. Debt								
4. Road Fund								
5. State Street Project Based Budget								
6. Grants								

Chapter 5—Sheriff's Office

Existing Sheriff's Office Space

The 2020 inventory of Sheriff's office space is 22,902 square feet. This inventory is shown below:

Table 9. Existing Sheriff's Facilities

Site No.	Facility Name	Square Feet
1	Public Safety Building (311 Grand Ave)	15,102
2	Minimum Security Correction Facility (2030 Division St.)	6,000
3	Laurel Substation (194 W. Laurel Rd.)	1,800
TOTAL		22,902

Notes: The Sheriff's Office also has storage facilities at various locations in Whatcom County. The County has two mobile homes and an old detention facility in Point Roberts. The resident deputies operate out of their homes or utilize space at the U.S. Customs office at the border.

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for Sheriff's Office facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff's Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates. . . Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

Proposed Improvement Projects

A new Sheriff's Office, satellite office, and a new public safety radio system are planned within the next six years. The comprehensive radio system update will include infrastructure (such as towers), radio systems in buildings, radios in vehicles, and hand-held radios. These improvements will cost almost \$22 million, as shown below:

Table 10. Proposed Sheriff's Office Improvement Projects

Project #	Funding Source	2021	2022	2023	2024	2025	2026	Totals
Sheriff's Office & Satellite Office	1, 2			1,200,000	14,400,000			15,600,000
Public Safety Radio System	3, 4, 5, 6	1,500,000	850,000	1,425,000	1,575,000	780,000		6,130,000
Totals		1,500,000	850,000	2,625,000	15,975,000	780,000	-	21,730,000

Funding Source

1. Real Estate Excise Tax (REET)
2. Debt
3. Grants
4. Economic Development Investment (EDI) Fund
5. Fire Districts/Departments
6. Countywide Emergency Medical Services (EMS) Fund

Chapter 6—Emergency Management

Existing Emergency Management Space

The 2020 inventory of Sheriff's Office, Division of Emergency Management space is 24,000 square feet, located at the Whatcom Unified Emergency Coordination Center (WUECC). Rented by and shared between both Whatcom County and the City of Bellingham, the WUECC is comprised of 2,000 square feet of office space and an additional 22,000 square feet of support facilities (used for meetings, training, exercises, and during emergencies). The WUECC serves as the Emergency Operations Center for both the County and the City.

Table 11. Existing Emergency Management/EOC Facilities

Site No.	Facility Name	Square feet
1	Whatcom Unified Emergency Coordination Center 3888 Sound Way, Bellingham	24,000

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for emergency management facilities. Rather, Comprehensive Plan Policy 4D-4 is to:

Maintain adequate facilities for daily emergency management activities and, during an emergency or disaster, for the emergency operations center. The facilities will provide sufficient space for activities relating to emergency/disaster planning, mitigation, response and recovery. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

There is one emergency management capital improvement project planned over the next six years, as shown below:

Table 12. Proposed Emergency Management/EOC Improvement Projects

Emergency Management	Funding Source	2021	2022	2023	2024	2025	2026	Total Cost
1. Whatcom Unified Emergency Coordination Center Re-Roof Project	1, 2, 3	405,842						405,842
TOTAL								
Funding Sources								
1. Real Estate Excise Tax (REET)								
2. City of Bellingham								
3. Port of Bellingham								

Chapter 7 — Adult Corrections

Existing Jail Facilities

The County's Main Jail was designed and originally built to hold 148 beds, although with some limited remodeling and the use of double bunking, the operational capacity of the main jail should be for the use of 212 beds. Additionally, the jail is currently not in compliance with the Building/Fire Codes for double bunking, although a plan has been approved to bring it into partial compliance. Whatcom County completed construction of a 150-bed minimum security correction facility on Division St. in 2006. The Main Jail is located in the Public Safety Building next to the County Courthouse in downtown Bellingham and the Minimum Security Correction Facility is located in the Bakerview Rd. industrial area.

Table 13. Existing Jail Beds

Site No.	Facility Name	Jail Beds
1	Public Safety Building (311 Grand Ave.)	212
2	Jail Work Center (2030 Division St.)	<u>150</u>
TOTAL		<u>362</u>

Note: As the result of the COVID-19 pandemic, the jail is operating at a reduced capacity to provide for social distancing until such time as the pandemic is declared under control by the Washington State Department of Health. Due to the mix of offenders, a firm population cap has not been set, but is anticipated to remain at approximately 150 offenders at the Downtown Jail.

Future Needs

There continues to be serious concerns among law and justice officials related to jail facility needs in the community. That need has been documented over the years, with the most recent being the *Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building)* (Sept. 2017).

The Whatcom County Comprehensive Plan does not contain a level of service standard for jail facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff's Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates. The number of jail beds in adult corrections facilities will be determined after review of multiple factors, including projected population growth, State sentencing laws, alternative programs, treatment diversion programs, early release programs, the need to separate violent inmates, the need to separate inmates by gender, the need to separate inmates by other classification considerations, average length of stay, peak inmate populations and available funding. Existing facilities may be expanded, remodeled, and/ or new facilities developed in response to changing need.

Proposed Improvement Projects

The adult corrections projects planned over the next six years are shown below.

Table 14. Proposed Improvement Projects

Project #		Funding Source	2021	2022	2023	2024	2025	2026	Totals
1	Public Health, Safety, and Justice Facilities	1			5,000,000	90,000,000			95,000,000
2	Jail Work Center - Hot Water Tanks	2	197,922						197,922
Totals			197,922	0	5,000,000	90,000,000	0	0	95,197,922

Funding Sources

1. Investigate alternative funding sources outside of debt and sales tax
2. Jail Improvement Fund

Chapter 8—Juvenile Detention

Existing Juvenile Detention Facilities

The 2020 inventory of County juvenile detention facilities includes 32 beds serving the countywide population. The juvenile detention facility is located on the sixth floor of the County Courthouse at 311 Grand Avenue.

Table 15. Existing Juvenile Detention Beds

Site No.	Facility Name	Beds
1	County Courthouse (311 Grand Ave.)	32

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for juvenile detention facilities. Rather, Comprehensive Plan Policy 4D-3 is to:

Maintain juvenile detention facilities and alternative corrections programs to provide safe and secure methods to provide accountability and support for minors who break the law. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

There are no juvenile detention capital improvement projects planned in the six-year planning period.

Chapter 9—Transportation

Existing Roads

The 2019 inventory shows a total of 935.44 miles of County roads.

Future Needs

The Whatcom County Comprehensive Plan sets level of service (LOS) standards for County roads. Future traffic and the level of service for roads can be forecasted using computer modeling software. The Whatcom Council of Governments forecasts future traffic utilizing a computer transportation model. This modeling effort will inform transportation planning in Whatcom County.

Whatcom County accomplishes planning for County road improvements by approving a Six-Year Transportation Improvement Program each year, as required by RCW 36.81.121.

Proposed Improvement Projects

The Whatcom County Six-Year Transportation Improvement Program includes preliminary planning for two proposed new road projects:

- Horton Road connector (between Northwest Drive and Aldrich Road); and
- Lincoln Road extension (between Harborview Road and Blaine Road).

While these two projects are on the Six-Year Transportation Improvement Program, construction is not anticipated within the six-year planning period. Rather, preliminary engineering to determine project feasibility may be initiated within this time frame.

The six-year plan contains a variety of projects, including bridge replacements, intersection improvements, reconstruction, fish passage projects, and the Birch Bay Drive & Pedestrian Facility improvements, which include pedestrian and non-motorized enhancements along Birch Bay Dr.

Existing Ferry Facilities

Whatcom County currently has one ferry vessel serving Lummi Island. The ferry runs between Lummi Island and Gooseberry Point on a daily basis.

Future Needs

Current Whatcom County Comprehensive Plan Policy 6A-1 establishes the following LOS standard for the ferry:

The Lummi Island Ferry Advisory Committee (LIFAC) is cooperating with Public Works to develop an updated LOS standard. LIFAC will present a revision to this section when that work is complete. The interim LOS is calculated using the scheduled trips, the estimated car units of the ferry and the Small Area Estimates Program (SAEP) population figure. The interim standard is established at 439 ($LOS = (\text{Scheduled one-way trips} \times \text{estimated car units for the boat}) \times 2 / \text{SAEP [Small Area Estimate Program] population figure from OFM for Lummi Island}$).

The Special Programs Manager for the County Public Works Department confirmed that the ferry service currently meets the interim LOS standard.

Proposed Improvement Projects

The Six-Year Transportation Improvement Program includes construction of ferry terminal improvements, preliminary engineering and design for replacing the Whatcom Chief, and preliminary engineering and right-of-way acquisition for relocation of the ferry terminal.

Total Transportation Costs

Transportation projects, including road and ferry projects, total approximately \$54 million over the six-year planning period. This includes approximately \$39 million in local funds, with the remainder coming from the State and Federal governments.

Chapter 10 — Stormwater Facilities

Existing Stormwater Management Facilities

The Public Works Department is responsible for design, engineering, and construction of county-owned stormwater facilities. Many stormwater facilities are road-related stormwater conveyance systems such as culverts and ditches on and adjacent to county roads. Others are off-right-of-way facilities that control storm flows and improve water quality.

In response to increasing federal and state mandates to manage stormwater and the public's desire to improve stewardship of sensitive watersheds, Whatcom County established a Stormwater Division in 2005. The Stormwater Division is responsible for planning, designing, engineering, and construction of stormwater facilities. Inventories of existing stormwater facilities are maintained by the Public Works Department. The Engineering Services Division maintains an inventory of all road-related facilities. The Stormwater Division maintains an inventory of public and private stormwater facilities in the area covered by the County's NPDES Phase II permit for Municipal Separate Storm Sewer Systems. This inventory includes ditches, culverts, catch basins, vaults, ponds, and swales. Completed Stormwater Construction Projects since the Stormwater Division was created in 2005 are listed below.

Table 16. Completed Stormwater Construction Projects Since 2005

Existing Site No.	Watershed	Facility Name	Year Completed
1	Lake Whatcom	Geneva Stormwater Retrofits	2006
2	Lake Whatcom	Cable Street Reconstruction & Stormwater Improvements	2007
3	Lake Whatcom	Lahti Drive Stormwater Improvements	2010
4	Lake Whatcom	Silver Beach Creek Improvements - Brownsville Drive to E. 16th Place	2011
5	Lake Whatcom	Silver Beach Creek Improvements - West Tributary	2012
6	Lake Whatcom	Coronado-Fremont Stormwater Improvements	2014
7	Lake Whatcom	Cedar Hills-Euclid Stormwater Improvements	2016
8	Lake Whatcom	Agate Bay Improvements-Phase 1 & 2	2018-2019



Figure 1. Lake Whatcom Cedar Hills-Euclid Stormwater Improvements

Whatcom County Public Works regularly seeks and is awarded grant money that contributes to the design and construction of these stormwater projects that improve water quality through treatment systems and stream stabilization.

Future Needs

An increasing emphasis on the protection of sensitive watersheds has resulted in the adoption of comprehensive stormwater plans, including plans for Lake Whatcom and Birch Bay. The adopted plans identify work towards planning, design, engineering, and construction of capital projects intended to address stormwater issues.

Proposed Improvement Projects

Stormwater improvement projects totaling over \$12 million are proposed over the six-year planning period as shown below. These costs would be paid by Real Estate Excise Tax (REET), Lake Whatcom Stormwater Utility, grants, Road fund, and funding from the Birch Bay Watershed and Aquatic Resources Management District (BBWARM).

Table 17. Proposed Stormwater Improvement Projects

	Funding Source	2021	2022	2023	2024	2025	2026	Totals
1 Silver Beach Creek -Phase 1	1	560,000						560,000
2 Academy Stormwater Facility - Phase 2	1, 2	100,000		300,000				400,000
3 Geneva - Bioretention	1, 3	125,000	730,000	10,000	10,000			875,000
4 Sudden Valley - Stormwater Improvements	1	150,000	600,000					750,000
5 Silver Beach Creek - Stream Bank Erosion Project Phase 2	1	70,000	80,000		600,000			750,000
6 Eagleridge - Stormwater Improvements	1			55,000	100,000	325,000		480,000
7 Strawberry Pt/Lake Whatcom Blvd - Stormwater Improvements	1			120,000	140,000	650,000		910,000
8 Austin Court - Stormwater Improvements	1				42,000	80,000	320,000	442,000
9 Viewhaven Lane - Water Quality and Conveyance	1					66,000	160,000	226,000
10 Geneva St./Lake Louise Rd - Culvert Replacement	1, 4						75,000	75,000
11 Shallow Shore Drive - Culvert Relocation	1	100,000	250,000					350,000
12 Semiahmoo Drive - Stormwater Improvements	1, 5	135,000	480,000					615,000
13 Harborview Rd./Birch Bay Dr - Stormwater Improvements	1, 5	1,100,000	30,000					1,130,000
14 Holeman Ave. - Stormwater Improvements	1, 5	50,000	200,000					250,000
15 Lora Lane - Drainage & Tide Gate Modifications	1, 4, 5	35,000	150,000	1,200,000				1,385,000
16 Wooldridge Ave & Sunset Drive - Stormwater Improvements	1, 3, 5		100,000	120,000	1,000,000			1,220,000
17 Hillsdale - Stormwater Improvements Phase 1	1, 5			100,000	150,000	500,000		750,000
18 Morrison Ave & Terrill Drive - Stormwater Improvements	1, 5				100,000	120,000	700,000	920,000
19 Normar Place - Stormwater Improvements	5					50,000	75,000	125,000
Stormwater Totals		2,425,000	2,620,000	1,905,000	2,142,000	1,791,000	1,330,000	12,213,000
Funding Sources								
1. Real Estate Excise Tax (REET)								
2. Lake Whatcom Stormwater Utility								
3. Grants								
4. Road Fund								
5. Birch Bay Watershed and Aquatic Resources Management District (BBWARM)								

~~Chapter 11 — Total Costs~~

~~Total Costs for the six-year planning period are shown below.~~

~~Table 18. Total Costs for the Six-Year Planning Period~~

	Total Costs 2021-2026	Percent of Total Costs
Parks, Trails, and Activity Centers	13,419,457	5.36%
Maintenance and Operations	812,375	0.32%
General Government Buildings and Sites	52,893,469	21.12%
Sheriff's Office	21,730,000	8.68%
Emergency Management	405,842	0.16%
Adult Corrections	95,197,922	38.01%
Juvenile Detention	0	0.00%
Transportation	53,797,000	21.48%
Stormwater Facilities	12,213,000	4.88%
TOTAL	<u>250,469,065</u>	<u>100.00%</u>

~~The County plans to undertake capital improvement projects costing approximately \$250.5 million between 2021 and 2026, which will be financed with a combination of local, state, federal, and other funding sources.~~

WHATCOM COUNTY PLANNING COMMISSION

Six-Year Capital Improvement Program

FINDINGS OF FACT AND REASONS FOR ACTION

Background Information

1. The proposal is to amend the Whatcom County Comprehensive Plan as follows:
 - a. Adopting the new Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2023-2028 (Appendix F of the Whatcom County Comprehensive Plan).
 - b. Repealing the existing Six-Year CIP for Whatcom County Facilities 2021-2026.
2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on September 7, 2022.
3. A Determination of Non-Significance was issued under the State Environmental Policy Act (SEPA) by the Responsible Official on September 16, 2022.
4. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on September 16, 2022.
5. Notice of the Planning Commission hearing was posted on the County website on September 14, 2022.
6. Notice of the Planning Commission hearing was sent to citizens, media, cities and others on the County's e-mail list on September 15, 2022.
7. The Planning Commission held a public hearing on the subject amendments on September 29, 2022.

8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments, the County must find all of the following:
 - a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.
 - b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.
 - c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:
 - i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.
 - ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
 - iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
 - d. The amendment does not include or facilitate spot zoning.

Growth Management Act

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.
10. GMA planning goal # 12 is to "Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards" (RCW 36.70A.020(12)).

11. The subject amendments update the Six-Year CIP for Whatcom County Facilities for the 2023-2028 planning period. Updating the CIP is one step in the process of planning regional facilities provided by the County to serve the people of Whatcom County.
12. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:
 - a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.
 - b. A forecast of the future needs for such capital facilities.
 - c. The proposed locations and capacities of expanded or new capital facilities.
 - d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.
 - e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.
13. The Six-Year CIP for Whatcom County Facilities contains an inventory of existing facilities, a forecast of future needs based upon the level of service standards adopted in the Whatcom County Comprehensive Plan and/or other relevant factors, proposed capital facility projects, costs and funding sources.
14. Existing Comprehensive Plan Policy 4A-4 addresses the GMA requirement to reassess the land use element if probable capital facility funding falls short.

County-Wide Planning Policies

15. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.
16. The Six-Year CIP identifies County park, trail, activity center, transportation and other improvements as contemplated by the County Wide Planning Policies.

Interlocal Agreements

17. Existing interlocal agreements between Whatcom County and the cities indicate that the County will consult with the appropriate city in planning new road construction projects within the city's urban growth area. The interlocal agreements also address joint planning for parks.
18. The County Engineer confirmed on August 18, 2022 that the County sends a copy of the six-year transportation improvement program to cities and coordinates projects with the applicable city. The Whatcom County Parks Interim Director confirmed on August 12, 2022 that the County Parks' staff maintains a working relationship with appropriate staff from cities on joint park projects and planning. Therefore, the type of cooperation envisioned by the interlocal agreements is occurring.

Further Studies/Changed Conditions

19. The Whatcom County Comprehensive Plan calls for an update of the Six-Year CIP for County facilities every other year. Specifically, Policy 4B-1 is to:

Maintain and update, on at least a biennial basis, a six-year capital improvement program (CIP) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects based on a review of population and revenue conditions existing at that time.
20. A revised CIP has been formulated for County owned or operated facilities, which presents improvement projects over the new six-year planning period.

Public Interest

21. The Six-Year CIP for Whatcom County Facilities 2023-2028 is based upon anticipated population growth over the six-year planning period and other relevant factors. Therefore, the proposal should complement the County's growth and development plans.
22. The Six-Year CIP for Whatcom County Facilities will have a positive impact on the County's ability to provide public facilities by planning ahead for such facilities.
23. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated parks, trails, activity centers, maintenance and operations, general government buildings and sites, Sheriff's Office, emergency management, adult corrections, juvenile detention,

transportation, and stormwater facilities to serve the people of Whatcom County. Planning for such County facilities is in the public interest.

Spot Zoning

24. The subject proposal does not involve rezoning property.

CONCLUSION

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

RECOMMENDATION

Based upon the above findings and conclusions, Whatcom County Planning Commission recommends :

1. Approval of Exhibit A, the Six-Year Capital Improvement Program for Whatcom County Facilities 2023-2028 (Appendix F of the Whatcom County Comprehensive Plan).
2. Repealing Exhibit B, the Six-Year Capital Improvement Program for Whatcom County Facilities 2021-2026.

WHATCOM COUNTY PLANNING COMMISSION



Kelvin Barton, Chair



Tammy Axlund, Secretary

September 29, 2022

Date

9/29/2022

Date

Commissioners voted to recommend approval on September 29, 2022 (vote was 9-0). Members present at the meeting when the vote was taken: Robert Bartel, Kelvin Barton, Atul Deshmane, Jim Hansen, Stephen Jackson, Julie Jefferson, Kimberley Lund, Dominic Mocerì, and Scott Van Dalen.

September 27, 2022

TO: Whatcom County Planning Commission

FROM: Doralee Booth, Birch Bay Chamber Director - County Liaison
Danielle Gaughen, Executive Director, Birch Bay Chamber

We would like to address the Planning Commission regarding the proposed Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2023-2028. We are aware of the importance of the “6-year CIP to have a positive impact on the Counties ability to provide public facilities by planning ahead for such facilities.”

Birch Bay is designated as an Urban Growth Area (UGA) by Whatcom County. The resort, recreation and residential community has a population of over 10,115 residents. If incorporated Birch Bay would be the fourth largest city in Whatcom County. Our economy is based on tourism and our population more than doubles in the summer months.

We have no essential public restrooms to accommodate the needs of tourists and visitors who come to visit and recreate along the central/resort-commercial shoreline of Birch Bay. The need is becoming critical. The 4-acre Birch Bay Beach Park along Birch Bay Drive was purchased by Whatcom County in 2014. The public planning for the development of the Park was adopted in 2017. The need for essential public restrooms was urgent then and is critical now! The CIP lists Birch Bay Beach funding for 2028. Capital project funds will be needed much sooner to develop the first phase of the Beach Park which will provide the needed essential public restrooms.

(See Birch Bay Beach Park Master Planning)

<https://www.whatcomcounty.us/1809/Birch-Bay-Community-Park-Master-Planning>





Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-611

File ID:	AB2022-611	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/26/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution adopting the 2023-2024 budget for the Point Roberts Transportation Benefit District
(Council acting as the governing body of the Point Roberts Transportation Benefit District)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests adoption of the 2023-2024 biennial budget for the Point Roberts Transportation Benefit District

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed Resolution

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
DIRECTOR**



Administration

Civic Center
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6217
www.whatcomcounty.us
JHutchings@co.whatcom.wa.us

TO: The Honorable Point Roberts Transportation Benefit District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: James P. Karcher, P. E., County Engineer *JP*

DATE: **October 24th, 2022**

RE: 2023-2024 Point Roberts Transportation Benefit District Biennial Budget

Enclosed is a resolution establishing the 2023-2024 budget for the Point Roberts Transportation Benefit District (PRTBD) for your review and adoption. The budget is consistent with prior years and covers only maintenance operations. A budget amendment will be sought at a later date if a capital project moves forward.

Requested Action:

Public Works respectfully requests that the PRTBD Board of Supervisors adopt the attached resolution to establish a 2023-2024 budget for the Point Roberts Transportation Benefit District

Background and Purpose:

The Point Roberts Transportation Benefit District is a separate entity from the county, with the Whatcom County Council serving as the legislative body governing the District. As such, actions undertaken by and for the district need to be taken as the Governing Body of the Point Roberts Transportation Benefit District. This necessitates the attached resolution.

*A Resolution by the Governing Body of the
Point Roberts Transportation Benefit District*

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE FINAL 2023-2024 BUDGET OF THE POINT ROBERTS
TRANSPORTATION BENEFIT DISTRICT**

WHEREAS, pursuant to RCW 36.73.020, the Whatcom County Council established the Point Roberts Benefit District by Ordinance 91-043; and

WHEREAS, the operations of the District are governed by the Whatcom County Council acting ex officio and independently; and

WHEREAS, pursuant to RCW 42.30, the District is subject to the Open Public Meeting Act; and

WHEREAS, the District intends to approve its 2023-2024 budget in an Open Public Meeting; and

WHEREAS, the District's operations plan calls for spending \$20,000 each year on roadside maintenance contracts;

NOW, THEREFORE, BE IT RESOLVED by the legislative body of the Point Roberts Transportation Benefit District that the funding for the Point Roberts Transportation Benefit District Budget is approved with a biennium budget of \$20,000 per year.

APPROVED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Chair of the Council

APPROVED AS TO FORM:

Approved by email/C Quinn/R Rydel

Christopher Quinn

Senior Deputy Prosecuting Attorney

Civil Division



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-620

File ID:	AB2022-620	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/27/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution (FCZDBS) Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution adopting the 2023 budget for the Whatcom County Flood Control Zone District and Subzones (Council acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Consistent with RCW 86.15.140, the Flood Control Zone District (FCZD) must adopt an annual budget that includes the countywide district and the subzones of the district. The attached resolution establishes the overall budget consistent with the appropriation items outlined in the law.

Public Works respectfully requests that the FCZD Board of Supervisors adopt the attached resolution to establish a 2023 budget for the countywide district and the following subzones:

- Acme/Van Zandt Subzone
- Lynden/Everson Subzone
- Sumas/Nooksack/Everson Subzone
- Samish Watershed Subzone
- Birch Bay Watershed and Aquatic Resources Management District

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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11/09/2022 Council

INTRODUCED FOR PUBLIC Council
HEARING

Attachments: Proposed Resolution, Staff Memo - 2023 Flood Budget

PROPOSED BY: Public Works

INTRODUCTION DATE: 11/09/2022

RESOLUTION NO. _____

(A Resolution of the Whatcom County Flood Control
Zone District Board of Supervisors)

**ADOPTING THE 2023 BUDGET FOR THE
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND SUBZONES**

WHEREAS, RCW 86.15.140 requires that the Board of Supervisors of each flood control zone district and subzone adopt an annual budget for the zone; and

WHEREAS, the statute further requires that the zone or subzone budget be divided into four appropriation items: overhead and administration; maintenance and operation; construction and improvements; and bond retirement and interest; and

WHEREAS, under the appropriation item for construction and improvements, the Board is required to list each flood control improvement or storm water control improvement planned for the budget year and the estimated expenditure for each during the next year; and

WHEREAS, the budget may only be adopted after a public hearing for which proper notice has been given; and

WHEREAS, Fund No. 169 is managed by the County on behalf of the Whatcom County Flood Control Zone District for purposes of funding flood control, storm water management, and other water resources work by the County that are consistent with the powers of the District under RCW 86.15 and RCW 39.34.190; and

WHEREAS, funds obtained by the County through grants or cooperative agreements for flood control and other water resources work are also managed through Fund No. 169; and

WHEREAS, the 2023 budget proposed by the County Executive for the Whatcom County Flood Control Zone District includes proposed expenditures out of Fund 169 to pay for flood control, storm water management, and other water resources work consistent with the powers of the District under RCW 86.15 and RCW 39.34.190;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors as follows:

Section I. Approval of the Budget

The Board hereby adopts the 2023 budget for the Flood Control Zone District Fund No. 169 in the amounts presented below and further described Exhibit A of this resolution:

OVERALL BUDGET SUMMARY

Budget Code	Program	RCW Appropriation Item	2023 Budget	
			Revenues	Expenditures
169100	Administration	Overhead & administration	\$6,472,000	\$1,297,083
169119	Natural Resources Administration	Overhead & administration	-	792,921
169120	AIS Administration	Overhead & administration	-	-
169121	Water Planning Administration	Overhead & administration	5,887	298,465
169122	Climate Action	Overhead & administration	130,017	130,017
169100	Stormwater Administration (Transfer)	Overhead & administration	-	855,400
169102	Flood Response	Maintenance & operations	-	110,000
169104	Flood Planning	Maintenance & operations	1,132,000	1,470,000
169106	Technical Assistance	Maintenance & operations	-	75,000
169108	NFIP and CRS	Maintenance & operations	12,000	127,000
169110	Early Warning	Maintenance & operations	4,413	174,800
169119	Natural Resources Operations	Maintenance & operations	393,228	1,526,012
169120	AIS Operations	Maintenance & operations	20,000	212,691
169121	Water Planning Operations	Maintenance & operations	181,613	736,613
169122	Climate Action	Maintenance & operations	150,000	150,000
169100	Stormwater Lake Whatcom Operations (Transfer)	Maintenance & operations	-	657,400
169700	Stormwater NPDES Phase II	Maintenance & operations	-	172,000
169100	Stormwater Lake Whatcom Capital (Transfer)	Construction & improvements	-	-
169112	Repair and Maintenance	Construction & improvements	5,026,827	6,251,204
169114	Flood Hazard Reduction	Construction & improvements	8,360,630	11,013,080
			<u>\$21,888,615</u>	<u>\$26,049,686</u>
Total 2023 FCZD Budget			<u>\$(4,161,071)</u>	

Code	Program		Revenues	Expenditures
16923	Acme/VanZandt Subzone	Overhead & administration	-	\$1,500
16925	Birch Bay Subzone	Overhead & administration	887,500	303,339
16921	Lynden/Everson Subzone	Maintenance & operations	47,500	42,500
16922	Sumas/Nooksack/Everson Subzone	Maintenance & operations	140,000	21,000
16923	Acme/VanZandt Subzone	Maintenance & operations	26,196	6,181
16924	Samish Watershed Subzone	Maintenance & operations	22,570	21,869
16925	Birch Bay Subzone	Maintenance & operations	-	309,450
16921	Lynden/Everson Subzone	Construction & improvements	-	72,000
16922	Sumas/Nooksack/Everson Subzone	Construction & improvements	-	103,820
16923	Acme/VanZandt Subzone	Construction & improvements	-	30,000
16925	Birch Bay Subzone	Construction & improvements	851,875	911,000
			<u>\$1,705,641</u>	<u>\$1,822,659</u>
Total of 2023 FCZD Sub-Zone Budgets			<u>\$(117,018)</u>	

Section II. Provisions Restricting Expenditures, Authorizing Actions, and Setting Expectations.

For purposes of purchasing and award, projects listed in the attached Exhibit (B) FCZD Construction and Improvements Work Plan shall be administered pursuant to WCC Chapter 3.08.100 A.(2) and A.(3) using the process prescribed for capital budget appropriations. Contracts for goods and services on individual items or projects listed in Exhibit (B) may be exceeded by up to 10%, provided expenditures in total do not exceed the total appropriation for the FCZD construction and improvement Work Plan.

APPROVED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY FLOOD CONTROL ZONE
DISTRICT BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Chair of Board of Supervisors

APPROVED AS TO FORM:

Approved by email/C Quinn/ R Rydel
Christopher Quinn
Senior Civil Deputy Prosecuting Attorney

Flood Control Zone District
Proposed 2023 Budget

OVERALL BUDGET SUMMARY

Budget Code	Program	Approved 2022 Budget		Supplemented 2022 Budget		2022 Year End Projection		Proposed 2023 Budget	
		Revenues	Expenditures	Revenues	Expenditures	Revenues	Expenditures	Revenues	Expenditures
169100	Adminstration	\$ 5,210,000	\$ 1,081,709	\$ 5,210,000	\$ 1,081,709	\$ 5,169,922	\$ 854,838	\$ 6,472,000	\$ 1,297,083
169100	Transfers - To Stormwater		\$ 1,075,811		\$ 1,075,811		\$ 1,313,870		\$ 1,512,800
169102	Flood Response	\$ -	\$ 110,000	\$ -	\$ 110,000	\$ -	\$ 110,000	\$ -	\$ 110,000
169104	Flood Planning	\$ 70,000	\$ 940,000	\$ 595,200	\$ 1,668,486	\$ 660,160	\$ 1,319,986	\$ 1,132,000	\$ 1,470,000
169106	Technical Assistance	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ 75,000
169108	NFIP and CRS	\$ 12,000	\$ 127,000	\$ 12,000	\$ 127,000	\$ 12,000	\$ 115,000	\$ 12,000	\$ 127,000
169110	Early Warning	\$ 4,413	\$ 133,000	\$ 4,413	\$ 133,000	\$ 4,413	\$ 214,000	\$ 4,413	\$ 174,800
169112	Repair and Maintenance	\$ 715,000	\$ 1,692,439	\$ 3,655,997	\$ 4,972,450	\$ 1,529,353	\$ 2,258,748	\$ 5,026,827	\$ 6,251,204
169114	Flood Hazard Reduction	\$ 3,169,846	\$ 4,437,456	\$ 5,997,127	\$ 7,718,690	\$ 3,197,553	\$ 4,420,572	\$ 8,360,630	\$ 11,013,080
169119	Natural Resources	\$ 744,139	\$ 2,277,659	\$ 761,139	\$ 2,436,487	\$ 761,139	\$ 2,365,487	\$ 393,228	\$ 2,318,933
169120	Aquatic Invasive Species	\$ -	\$ 164,944	\$ -	\$ 192,944	\$ -	\$ 192,944	\$ 20,000	\$ 212,691
169121	Water Planning	\$ 175,000	\$ 548,914	\$ 319,380	\$ 1,229,590	\$ 300,000	\$ 919,750	\$ 187,500	\$ 1,035,078
169122	Climate Action Planning			\$ 230,000	\$ 230,000	\$ 170,000	\$ 170,000	\$ 280,017	\$ 280,017
169700	NPDES	\$ -	\$ 160,320	\$ -	\$ 160,320	\$ -	\$ 80,000	\$ -	\$ 172,000
TOTAL		\$ 10,100,398	\$ 12,824,252	\$ 16,785,256	\$ 21,211,487	\$ 11,804,540	\$ 14,410,194	\$ 21,888,615	\$ 26,049,686
(DECREASE)/INCREASE IN FUND BALANCE		\$ (2,723,854)		\$ (4,426,231)		\$ (2,605,654)		\$ (4,161,071)	

Notes: Program Manager Projected 2022 Lapse: 30% Rev Lapse 32% Exp Lapse
Assumes no fall flood in 2022; 2023 budget includes funding for flood response and new repair

Starting Balance	6,914,680	1/1/2022	Starting - Beginning 2022	\$ 6,914,680
Projected Net Annual Activity	(613,803)		Budgeted Activity 2022	\$ (2,605,654)
Projected Balance	6,300,877	1/1/2023	Unprojected Lapse Calc all except 112&114	\$ 1,778,101
2023 Proposed Budget Net Annual Activity	(4,161,071)		Outstanding SBR's not yet budgeted	\$ -
Budget proposed fund balance after ASRs at year end	2,139,806		FEMA Revenue from 2021 recovery	\$ 213,750
Add back expense lapse of 23% (with related grant income reduction)	2,912,313		EOY 2022 Fund Balance - With Lapse	\$ 6,300,877
Projected fund balance with lapse considered	5,052,118	1/1/2024		

DETAIL FOR FCZD PROGRAM AREAS				
FLOOD MAINTENANCE AND OPERATIONS				
Flood Response (169102)		Proposed 2023 Budget		Assumptions/Notes
		Revenues	Expenditures	
Wage and Benefits			\$ 10,000	
Sand and sandbags			\$ 35,000	Includes pre-deployed and sand bags for training
Preparedness training			\$ 5,000	Road and M&O employees and equipment
Sector observers during response			\$ 40,000	Road employees wages and benefits for 1 significant flood event
Construction contracts			\$ 20,000	During and immediately following response (may supplement with 112 Emerg. New Projects)
TOTAL		\$ -	\$ 110,000	Budget based on 2021 flood with cost & wage increases
NET IMPACT TO FUND BALANCE		\$ (110,000)		2022 YE projection assumes small fall flood
Flood Planning (169104)		Proposed 2023 Budget		Assumptions/Notes
		Revenues	Expenditures	
Lower Nooksack				
Wage and Benefits			\$ 130,000	
CFHMP refinement/update				
PH	Facilitation		\$ 80,000	6630 2021 BA inc 37,550 CA for CollinsW; need 2022 BA to cover est balance (35000) and amendment
PH	Hydraulic modeling/alternatives analyses			Included below
PH	FLIP process support/Engineering design/Plan	\$ 1,000,000	\$ 1,000,000	6630 2022 YE = CA+500k Amendment; 2023 assumes DOE offsetting revenue of \$1M
PH	SBR-3683 FLIP Funding SBR			2022 Supplement goes with 718003 work above
PH	Sediment management		\$ 70,000	7210 likely to get under contract in 2022; 3 yr (2022,2023,2024)
PH	Reach 1 Sediment	\$ -	\$ -	7210 Removed in 2023. Refocused upstream
PH	FLIP support for ag (AWB, farmer stipends, tribes)	\$ 80,000	\$ 100,000	7210 Pass through funding for ag consultant, farmers stipends and tribes- revenues from FbD
PH	Instream flow study for DBM	\$ 52,000	\$ 65,000	6630 Revenues from '19-21 FbD ag integration task
PH	High water mark survey		\$ 25,000	6630
TOTAL		\$ 1,132,000	\$ 1,470,000	
NET IMPACT TO FUND BALANCE		\$ (338,000)		
Technical Assistance (169106)		Proposed 2023 Budget		Assumptions/Notes
		Revenues	Expenditures	
Wage and Benefits			\$ 75,000	
			\$ -	
TOTAL		\$ -	\$ 75,000	
NET IMPACT TO FUND BALANCE		\$ (75,000)		
National Flood Insurance Prgm (169108)		Proposed 2023 Budget		Assumptions/Notes
		Revenues	Expenditures	
Wage and Benefits			\$ 100,000	
FEMA Floodplain mapping		\$ -	\$ 12,000	Assumes LNR mapping in 2023 - expenditures for public meeting notice
Permit reviews		\$ 12,000	\$ -	Flood permit fees
Public education/CRS activities		\$ -	\$ 15,000	CRS mailings
TOTAL		\$ 12,000	\$ 127,000	
NET IMPACT TO FUND BALANCE		\$ (115,000)		
Early Warning System (169110)		Proposed 2023 Budget		Assumptions/Notes
		Revenues	Expenditures	
Wage and Benefits			\$ 1,000	
Nooksack River gages - USGS		\$ -	\$ 146,800	2023: Added gauges and increased 3% COLA
Everson MainSt stage gage _ USGS		\$ 4,413	\$ -	Canadians reimburse cost to maintain gage; AVZ pays for Jones gage directly
Emergency access to SNOTEL		\$ -	\$ 5,000	
Equipment for gage upgrades/repairs		\$ -	\$ 12,000	Equip at NF gage may need replacing
Repairs and maintenance		\$ -	\$ 10,000	
TOTAL		\$ 4,413	\$ 174,800	
NET IMPACT TO FUND BALANCE		\$ (170,387)		
FLOOD CONSTRUCTION AND IMPROVEMENTS				
Repair and Maintenance (169112)		Proposed 2023 Budget		Assumptions/Notes
		Revenues	Expenditures	
Wage and Benefits			\$ 260,000	
Misc				
Supplemental for UTV			\$ 20,000	
Construction Projects				
PH	Emergency/new projects as needed	\$ 50,000	\$ 350,000	Assumed costs for responding to flood/new repairs (assumes no fall 2021 flood)

Flood Control Zone District
2023 Natural Resources Budget
Work Plan and Supporting Documentation

PH	Miscellaneous repair projects	\$	-	\$	50,000	Placeholder for small projects; fall 2019 flood assumed
PH/DJ	Marine Drive Levee Repair 2020 damage (720004)	\$	1,007,000	\$	1,000,000	Interim measures in 22, construction in 2023 (FEMA)
PH/CS	Truck Road 2020 Damage (720008)	\$	2,535,327	\$	2,608,765	Rev are 90% FEMA 5% State 2.5% Roads; rev inc wages
PH/CS	Everson Overflow Pipeline Bank Stabilization (720009)	\$	1,220,750	\$	1,225,000	design in 2022; FEMA reimburses 95%; 2022 amendment Assumes 2023 construction in case not able to do in 2022
PH/CS	SBR-3686 Everson Overflow Pipeline	\$	-	\$	-	
?PH?	SBR-3709 Supp to increase FEMA to 90%					cost -share is 95% not 90% - not sure how to redistribute
PH	Bertrand Creek Levee Stabilization (721002)	\$	-	\$	-	Delayed due to 2021 flood
PH/CS	Jones Creek Revetment Repair (722004)	\$	95,000	\$	85,000	90% FEMA 5% State cost-share. ?Subzone to Cost Share 2.5%?
PH/CS	Hudson Rd Bridge No. 132 Repair (XXXXXX)	\$	118,750	\$	110,000	90% FEMA 5% State cost-share. ?Roads to Cost Share 2.5%? Assumes no bridge replacement requirement, and RF does work, not M&O
PH	SBR-3684 Timon			\$	270,000	Anticipating 2023 activity instead of 2022
PH	SBR-3685 Upper Hampton			\$	115,000	Anticipating 2023 activity instead of 2022
Mitigation Planning/Implementation						
	Jail crew	\$	-	\$	117,439	Jail crew labor for FCZD and SWIF projects; available to diking or subzones
	Reveg planning/coordination	\$	-	\$	30,000	New 2-year contract in 2023
	Reveg/misc supplies	\$	-	\$	10,000	Increased to cover plant replacement costs for Deming and other past projects as needed
	TOTAL	\$	5,026,827	\$	6,251,204	
	NET IMPACT TO FUND BALANCE	\$	(1,224,377)			
Flood Hazard Reduction (169114)		Proposed 2023 Budget				
		Revenues	Expenditures	Assumptions/Notes		
	Wage and Benefits		\$	372,500		
	Misc	\$	-			
PH	SBR-3681 Buyout Program	\$	1,950,000	\$	1,950,000	USGS gage upgrades, storage study, appraisals in 2022; buyout in 2023
Swift Creek						
	Bank stabilization/channel excavation	\$	-	\$	125,580	300k commitment per year; 150k Roads; remainder cost-shared 70/30 b/w FCZD and SNE Subzone Subject to CPI-W Increases
Lower Nooksack River						
PH	Marietta property acquisition & demo New properties	\$	-	\$	50,000	Included in other acquisition line item for 2023
PH	Leases for agriculture	\$	3,780	\$	-	River Rd and Emerson Rd properties
PH	Walton Property Management	\$	16,800	\$	-	Revenues are from lease
	Floodplain acquisition	\$	1,280,000	\$	1,600,000	Revenues from FbD grant; 22 exp for pre-acquisition costs; 2023 is remaining grant task balance
PH						2022 BA will CA into 2023; 2023 budgeted amt is for Amendment to 60%
DG/RR	Ferndale Levee Improvement Project (719008)	\$	220,000	\$	275,000	22 BA for planting and O&M plan in 2022; actual work included flood repairs; rev are from FbD and FEMA
GDJ/PH	Lynden Levee Improvement Project (in conjunction with USACE rehab project) (718005)	\$	-	\$	-	Assumes Roads pays 50%; Amended in 2022 for phase 2. Will CA into 2023
DG/RR	Abbott Levee Improvement (SWIF) (718010)	\$	-	\$	-	Assume an amendment for bidding/construction support executed next yr. Assume FbD will also fund this at 80%?
PH/CS	Cougar Creek Early Action Project Design (720010)	\$	52,000	\$	65,000	22 is for appraisals and side channel; 23 Balance of task budget in 2019-21 FbD grant; projects TBD
PH/DJ	Other FbD Early Action Projects (TBD)	\$	128,000	\$	160,000	
South Fork Fish Camp Project (72100x)						
PH/DJ	Phase 1 design/construction	\$	-	\$	-	Pass-through FbD funding to Nooksack Tribe for integrated fish-flood project: Tribe to provide grant match (not included in WRIP)
Dahlberg Wetland Mitigation Site (719006)						
PH/CS	Wetland plan development			\$	15,000	2022 cost for data collection and RFP; 2023 is data collection
Jones Creek Deflection Berm (712004)						
PH/CS	Berm and bridge design	\$	7,500	\$	25,000	2022BA inc CA and \$75k supplement; design not under grant but rev are 30% from Roads
PH/CS	Land/easement acquisition	\$	4,000	\$	5,000	Assumes Bassir in 2022 and Franklin in 23
PJ/CS						
	Construction	\$	3,918,550	\$	5,295,000	Grant revenues \$30,000 reimbursement from Acme Water Dist. Roads will fund the local share of the road realingment work. Assume reallocation of FBD 21-23 1.5M
PH/CS	SBR-3687 Budget Supplemental - Property Acq.	\$	-	\$	-	Integrated into specific items above
High Creek Sediment Management						
PH/CS	Sediment trap maintenance (720005)	\$	-	\$	100,000	FEMA funded in 2022; 22 BA inc supplement
Glacier-Gallup Creek Alluvial Fan Restoration (718007)						
PH/DJ	Outreach	\$	20,000	\$	25,000	2022 BA and will CA into 23; rev are FbD
PH/DJ	Preliminary design	\$	760,000	\$	950,000	22 BA is CA+amendment+Drayton; 23 BA for construction for interim
	TOTAL	\$	8,360,630	\$	11,013,080	
	NET IMPACT TO FUND BALANCE	\$	(2,652,450)			

Natural Resources (169119)	Proposed 2023 Budget		Assumptions/Notes
	Revenues	Expenditures	
NATURAL RESOURCES ADMINISTRATION			
Staff		\$ 457,105	Includes salary for 3.5 FTEs and overtime.
Office and operating		\$ 335,816	
TOTAL	\$ -	\$ 792,921	
NET IMPACT TO FUND BALANCE	\$ (792,921)		
NATURAL RESOURCES OPERATIONS			
Salmon Recovery			
Staff		\$ 133,331	1 FTE
Restoration effectiveness monitoring, adaptive management, and stewardship		\$ 65,344	WCC crew restoration activities
Maintaining existing restoration projects*		\$ 98,016	WCC crew contract for maintaining
New restoration projects*		\$ 30,000	Contracted services for activities supporting planting, fencing, culvert replacement, etc.
Marine Resources Committee			
Staff	\$ 148,728	\$ 167,672	0.95 FTE + \$1,100 for intern
MRC restoration projects	\$ 98,000	\$ 102,000	MRC projects
Water Quality/Pollution Identification & Correction			
Program Coordination		\$ 140,081	Program Coordinator (1 FTE)
Water Quality Monitoring	\$ -	\$ 259,760	Sampling personnel, lab contract, one
Data Management	\$ 30,000	\$ 30,000	WCD Data Manager
Technical Assistance	\$ 65,000	\$ 65,000	WCD Farm Planners
Community Outreach	\$ 19,100	\$ 192,955	Outreach staff, WCD staff, supplies
Incentives	\$ 32,400	\$ 54,400	OSS and small farm cost share
Compliance		\$ 99,263	PDS Staff
Coordination and Planning			
Lake Whatcom Homeowner Incentive Program		\$ 63,191	Staff time only (0.5 FTE); contracted
WSU Extension outreach services		\$ 25,000	
TOTAL	\$ 393,228	\$ 1,526,013	
NET IMPACT TO FUND BALANCE	\$ (1,132,785)		
TOTAL FOR COST CENTER	\$ 393,228	\$ 2,318,933	
		\$ 1,925,705	
*Integrated Salmon Recovery/Flood Hazard Reduction capital and planning projects appear under Cost Center 169114 and 169104.			
Aquatic Invasive Species (169120)	Proposed 2023 Budget		Assumptions/Notes
	Revenues	Expenditures	
AIS ADMINISTRATION			
Staff	\$ -	\$ -	Misc. Expenses
Office and operating		\$ -	
TOTAL	\$ -	\$ -	
NET IMPACT TO FUND BALANCE	\$ -		
AIS OPERATIONS			
Coordination and Planning			
Interlocal Agreement (COB)	\$ -	\$ 162,691	Contribution to City for AIS Program; includes COB program cost increase
Enforcement	\$ 20,000	\$ 40,000	Interdepartmental Agreement with WCSO
AIS online education program website maintenance	\$ -	\$ 10,000	Contracted services for online
TOTAL	\$ 20,000	\$ 212,691	
NET IMPACT TO FUND BALANCE	\$ (192,691)		
TOTAL FOR COST CENTER	\$ 20,000	\$ 212,691	
		\$ 192,691	
Water Planning (169121)	Proposed 2023 Budget		Assumptions/Notes
	Revenues	Expenditures	
WATER PLANNING ADMINISTRATION			
Staff	\$ 5,887	\$ 136,707	Watershed Planner + LIO Labor
Program Specialist		\$ 161,208	Property/Restoration Manager
Office and operating		\$ 550	
TOTAL	\$ 5,887	\$ 298,465	
NET IMPACT TO FUND BALANCE	\$ (292,578)		

Flood Control Zone District
2023 Natural Resources Budget
Work Plan and Supporting Documentation

WATER PLANNING OPERATIONS				
Coordination and Planning				
Drainage-Based Management		\$	50,000	Drainage-Based Management
Watershed Planning Administrative Support		\$	30,000	Watershed Planning Administrative Support
Whatcom Groundwater Model		\$	100,000	Whatcom Groundwater Model
LIO administration	\$ 119,113	\$	119,113	Administration of LIO process
Stream Gauging		\$	125,000	USGS Stream Monitoring/AESI GW Monitoring Contracts
Water Settlement Initiative	\$ 62,500	\$	282,500	Collaborative Process to Resolve Water Issues
Domestic Water Use Efficiency Program		\$	30,000	Domestic Water Use Efficiency Program
TOTAL	\$ 181,613	\$	736,613	
NET IMPACT TO FUND BALANCE	\$ (555,000)			
TOTAL FOR COST CENTER	\$ 187,500	\$	1,035,078	
		\$	847,578	
Climate Action (169122)				
	Proposed 2023 Budget			
	Revenues	Expenditures		Assumptions/Notes
CLIMATE ACTION ADMINISTRATION				
Staff	\$ 120,017	\$	120,017	
Office and operating	\$ 10,000	\$	10,000	Misc. Expenses
TOTAL	\$ 130,017	\$	130,017	
NET IMPACT TO FUND BALANCE	\$ -			
CLIMATE ACTION OPERATIONS				
Coordination and Planning				
Climate Vulnerability Assessment	\$ -	\$	-	Climate Vulnerability Assessment
	\$ 150,000	\$	150,000	
	\$ -	\$	-	
TOTAL	\$ 150,000	\$	150,000	
NET IMPACT TO FUND BALANCE	\$ -			
TOTAL FOR COST CENTER	\$ 280,017	\$	280,017	
		\$	-	
	\$ 3,846,719			
	\$ 880,745			
	\$ (2,965,974)			
		\$	3,846,719	Total with ASRs
		\$	(307,738)	8% lapse on expenses with ASRs
		\$	3,538,981	Estimated 2023 Expenditures

**Lynden/Everson Subzone
2023 Budget
and Fund Balance Projections**

Fund balance as of December 31, 2021	\$172,090	(+)	(-)	Notes
2022 Estimated Revenues:				
Assessment		\$45,000		
Interest earnings/penalties		\$2,500		
2022 Estimated Expenditures:				
Levee vegetation maintenance			\$25,000	brushing, spraying and hydroseeding
Mole control/misc			\$0	ACOE deficiency
Alternative corrections crew labor			\$10,000	misc levee and mitigation
Address new ACOE deficiencies			\$0	new problems placeholder
ACOE Culvert Inspections			\$0	video/photos
Cost-share/repairs as needed			\$20,000	New damage
Coordination			\$5,000	staff time
Total		\$47,500	\$60,000	
Projected December 2022 fund balance	\$159,590			
2023 Revenues - Proposed Budget				
Assessment		\$45,000		
Interest earnings		\$2,500		
2023 Expenditures - Proposed Budget				
Levee vegetation maintenance			\$30,000	brushing, spraying and hydroseeding
Mole control/misc			\$2,500	ACOE deficiency
Alternative corrections crew labor			\$10,000	misc levee and mitigation maintenance
Address new ACOE deficiencies			\$6,000	new problems placeholder
ACOE Culvert Inspections			\$6,000	video/photos
Cost-share/repairs as needed			\$50,000	Timon & Upper Hampton 30% Share
Coordination			\$10,000	staff time
Total		\$47,500	\$114,500	
Projected December 2023 fund balance	\$92,590			

**Sumas/Nooksack/Everson Subzone
2023 Budget
and Fund Balance Projections**

Fund balance as of December 31, 2021	\$1,539,280	(+)	(-)	Notes
2022 Estimated Revenues:				
Assessment		\$125,000		
Interest earnings		\$15,000		
2022 Estimated Expenditures:				
Levee vegetation maintenance			\$5,000	brushing, spraying and hydroseed
Pump station electric charges			\$2,500	PSE
Mitigation monitoring and maintenance			\$1,000	supplies
Alternative corrections crew labor			\$5,000	misc maintenance
Coordination, TA & Project Mgmt.			\$5,000	staff costs
Transfer to Swift Creek project fund			\$49,125	150k Road fund, 105K FCZD fund also transferred for \$300k/yr subject to CPI-Urban Seattle
Cost-share/repairs as needed (new damage)			\$35,000	30% of \$500,000 project
Total		\$140,000	\$102,625	
Projected December 2022 fund balance	\$1,576,655			
2023 Revenues - Proposed Budget				
Assessment		\$125,000		
Interest earnings		\$15,000		
2023 Expenditures - Proposed Budget				
Levee vegetation maintenance			\$6,000	brushing, spraying and hydroseed
Pump station electric charges			\$3,000	PSE
Mitigation monitoring and maintenance			\$2,000	supplies
Alternative corrections crew labor			\$5,000	misc maintenance
Coordination, TA & Project Mgmt.			\$5,000	staff costs
Transfer to Swift Creek project fund			\$53,820	150k Road fund, 105K FCZD fund also transferred for \$300k/yr subject to CPI-Urban Seattle
Cost-share/repairs as needed (new damage)			\$50,000	30% of \$500,000 project
Total		\$140,000	\$124,820	
Projected December 2023 fund balance	\$1,591,835			

**Acme/Van Zandt Subzone
2023 Budget
and Fund Balance Projections**

Fund balance as of December 31, 2021	\$386,230	(+)	(-)	Notes
2022 Estimated Revenues:				
Assessment		\$24,196		
Interest earnings		\$2,000		
2022 Estimated Expenditures:				
Cost-share/repairs as needed			\$30,000	30% of 100k project
M&O for Jones Creek stage/prec gage (9 month operation)			\$6,181	9 month operation with telemetry
Admin support for meetings/minutes			\$1,500	
Total		\$26,196	\$37,681	
Projected December 2022 fund balance	\$374,745			
 2023 Revenues - Proposed Budget				
Assessment		\$24,196		
Interest earnings		\$2,000		
2023 Expenditures - Proposed Budget				
Cost-share/repairs as needed			\$30,000	30% of 100k project
M&O for Jones Creek stage/prec gage (9 month operation)			\$6,181	9 month operation with telemetry
Admin support for meetings/minutes			\$1,500	
Total		\$26,196	\$37,681	
Projected December 2023 fund balance	\$363,260			

**Samish Watershed Subzone
2023 Proposed Budget
and Fund Balance Projections**

Fund balance as of December 31, 2021	\$144,169	(+)	(-)	Subtotal	Notes
2022 Estimated Revenues:				\$22,555	
Assessment		\$21,820			2X June actual
Interest earnings		\$735			2X June actual
2022 Estimated Expenditures:				\$21,400	
Natural resource staff salaries, wages, benefits			\$6,750		
Office & operating supplies			\$500		Weir timber replacement, new neoprene baffles, etc.
Repair & maintain weir & channel - contract services			\$7,900		2021-2022 LOA amount plus 3.5% cost increase for 2022-2023 LOA + \$2000 for beaver trapping
Repairs & Maintenance - interfund			\$6,250		Assumes M&O rental rates don't inflate appreciably
Permits			\$0		Permits current thru spring 2024
Total		\$22,555	\$21,400		
Projected Fund Balance December 31, 2022	\$145,324				
2023 Revenues - Proposed Budget				\$22,570	
Assessment		\$21,820			Assumes 2023 similar to 2022
Interest earnings		\$750			Assumes 2023 similar to 2022
2023 Expenditures - Proposed Budget				\$21,869	
Natural resource staff salaries, wages, benefits			\$6,750		Increased 3.5% over 2022
Office & operating supplies			\$1,500		Weir timber replacement, new neoprene baffles, etc.
Repair & maintain weir & channel - contract services			\$6,400		2021-2022 LOA amount plus 3.5% cost increase for 2022-2023 LOA + \$2000 for beaver trapping
Repairs & Maintenance - interfund			\$6,469		Increased 3.5% over 2022
Permits			\$750		Permits current thru spring 2024; reapply fall 2023
Total		\$22,570	\$21,869		
Projected December 2023 fund balance	\$146,025				

**Birch Bay Subzone
2023 Budget**

	Administration/ Program Development	Program Development & Management	Capital Improvement Projects	Maintenance, Small Works & Scoping	Water Quality Monitoring	Education & Outreach	Habitat Improvement	Total	2023 Break Out			
	2023	2023	2023	2023	2023	2023	2023	2023	Overhead/ Admin	M&O	Construction	
									A	O	C	
Revenue												
FEMA - Fed (75%)			(498,750)					(498,750)	-		(498,750)	
FEMA - State (12.5%)			(83,125)					(83,125)	-		(83,125)	
Assessment Penalties	(2,500)							(2,500)	(2,500)		-	
Interest	(20,000)							(20,000)	(20,000)		-	
Assessments	(795,000)							(795,000)	(795,000)		-	
Stormwater transfer in	(70,000)							(70,000)	(70,000)		-	
REET II transfer in								-	-		-	
Revenue Total	(887,500)		(581,875)					(1,469,375)	(887,500)		(581,875)	(1,469,375)
Expense												
Salaries & Wages	93,096							93,096				
Extra Help	22,980							22,980				
Overtime	2,000							2,000				
Benefits	67,836							67,836				
Total Salaries & Benefits	185,912		-					185,912	185,912			
Unrealized Gain (Loss)								-				
Office & Operating Supplies	1,000					6,700		7,700	7,700			
Printing						9,700		9,700		9,700		
Books/Publications/Subscrip.	200					130		330	330			
Tools & Equipment					100			100		100		
Software	1,500							1,500	1,500			
Other Services and Charges (Emergency)	50,000							50,000		50,000		
Contractual Services				5,000	12,500			17,500		17,500		
Professional Services	20,000		425,000	34,000		15,000	50,000	544,000		85,000	459,000	
Building Maintenance	0							-				
Other Services-Interfund			-	22,000				22,000			22,000	
Postage/Shipping/Freigh	500					9,350		9,850		9,850		
Telephone	965							965	965			
Travel-Educ/Training	1,000							1,000	1,000			
Travel-Other	1,500							1,500	1,500			
Advertising						200		200		200		
Space Rental	500							500	500			
Space Rental-Interfund	1,600							1,600	1,600			
Insurance Premium - Interfunc	1,158							1,158	1,158			
Solid Waste						2,000		2,000	2,000			
Repairs & Maintenance				75,000				75,000		75,000		
Repairs & Maintenance - Interfunc				-				-		0		
Registration/Tuition	2,100							2,100	2,100			
Meeting Refreshments	300					500		800		800		
Administrative Cost Allocation	16,757							16,757	16,757			
Other Miscellaneous-Interfunc			-	5,000				5,000			5,000	
Intergov. Professional Services						23,600	37,700	61,300		61,300		
Capital Outlays - Other Improvements			425,000					425,000			425,000	
Operating Transfer Out - Gen Fc	80,317							80,317	80,317			
Total Expenditures	365,309	-	850,000	141,000	12,600	67,180	87,700	1,523,789	303,339	309,450	911,000	1,523,789
Net Fund Impact:								54,414	(584,161)	309,450	329,125	54,414

Projected 2023 Starting Balance: 1,145,747
Net 2023 Fund Impact: (54,414)
Lapse Add Back at 15%: 228,568
Projected 2023 Ending Balance: 1,319,901

Capital Improvement Projects

Object Code	Project/Program	2023	Notes
9259020001	Semiahmoo Drive Stormwater Improvements		
6630	PROFESSIONAL SERVICES	200,000	Design, archaeology, bid support
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS	50,000	Construction contract, ROW
6699	OTHER SERVICES INTERFUND		Construction staking, as-built survey, permitting assistance, engineering oversight
7199	OTHER MISC INTERFUND		Permit expense
9259019002	Charel Terrace Bank Stabilization Study		
6630	PROFESSIONAL SERVICES	40,000	Herrera design contract. Received \$110k from FEMA, requires 12.5% match
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS	375,000	Construction contract, ROW
6699	OTHER SERVICES INTERFUND		Construction staking, as-built survey, permitting assistance, engineering oversight
7199	OTHER MISC INTERFUND		Permit expense
9259020002	Holeman Avenue Stormwater Improvements		
6630	PROFESSIONAL SERVICES	35,000	Design, archaeology, bid support
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS		Construction contract, ROW
6699	OTHER SERVICES INTERFUND		Construction staking, as-built survey, permitting assistance, engineering oversight
7199	OTHER MISC INTERFUND		Permit expense
9259021001	Normar Place Stormwater Improvements		
6630	PROFESSIONAL SERVICES	150,000	Design, archaeology, bid support
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS		Construction contract, ROW
6699	OTHER SERVICES INTERFUND		Construction staking, as-built survey, permitting assistance, engineering oversight
7199	OTHER MISC INTERFUND		Permit expense
169250	Birch Point Road & Outfall Improvements		
6630	PROFESSIONAL SERVICES		Design, archaeology, bid support
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS		Construction contract, ROW
6699	OTHER SERVICES INTERFUND		Construction staking, as-built survey, permitting assistance, engineering oversight
7199	OTHER MISC INTERFUND		Permit expense
Total Expenditures		850,000	
Object Code Totals			
6630	PROFESSIONAL SERVICES	425,000	
6699	OTHER SERVICES INTERFUND	0	
7199	OTHER MISC INTERFUND	0	
7380	CAPITAL OUTLAYS - OTHER IMPROVEMENTS	425,000	
Total Expenditures		850,000	

Whatcom County Flood Control Zone District
Flood Capital Program
2023

Department	Fund	Database ID No.	Project Title	Year	Cost	Fund #	Cost Center
Flood Capital Program							
Public Works	Flood Fund	20-002	Everson Overflow Pipeline Bank Stabilization	2023	\$ 1,285,000	169	720009
Public Works	Flood Fund	20-001	Marine Drive Levee 2020 Damage Repair	2023	\$ 1,060,000	169	720004
Public Works	Flood Fund	20-003	Truck Road Flood Damage	2023	\$ 2,667,600	169	720008
Public Works	Flood Fund	07-105	Jones Creek Debris Flow Protection	2023	\$ 5,430,000	169	712004
Public Works	Flood Fund	22-001	Hudson Rd Bridge No. 132 Repair	2023	\$ 125,000	169	722006
Public Works	Flood Fund	22-002	Timon Levee USACE Rehab	2023	\$ 270,000	169	722001
Public Works	Flood Fund	22-004	Upper Hampton USACE Levee Rehab	2023	\$ 115,000	169	722008
Public Works	Flood Fund	22-003	Jones Creek Revetment Repair	2023	\$ 100,500	169	722004
Public Works	Flood Fund	16-008	Cougar Creek Early Action Project	2023	\$ 75,500	169	720010
Public Works	Flood Fund	16-007	Abbott Levee Protection and Improvement	2023	\$ 50,000	169	718010
Public Works	Flood Fund	07-104	Ferndale Levee Improvement	2023	\$ 325,000	169	719008
Public Works	Flood Fund	18-006	Glacier-Gallup Alluvial Fan Restoration	2023	\$ 1,045,000	169	718007
Public Works	Flood Fund	07-002	Floodplain Acquisition	2023	\$ 1,600,000	169	169114
Public Works	Flood Fund	07-002	Marietta Acquisition	2023	\$ 55,000	169	709026
Public Works	Flood Fund	22-005	High Creek Sediment Trap	2023	\$ 115,000	169	720005
Total					\$ 14,318,600		
Public Works	BBWARM	20-011	Charel Terrace Stormwater Outfall Improvements	2023	\$ 415,000	16925	9259019002
Public Works	BBWARM	18-009	Semiahmoo Drive Drainage Improvements	2023	\$ 250,000	16925	9259020001
Public Works	BBWARM	19-004	Normar Place Stormwater Improvements	2023	\$ 150,000	16925	9259021001
Total					\$ 815,000		

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
DIRECTOR**



Administration

Civic Center
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6217
www.whatcomcounty.us
JHutchings@co.whatcom.wa.us

TO: The Honorable Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director *EaK*

FROM: Gary S. Stoyka, Natural Resource Program Manager *GSS*
Paula J. Harris, River and Flood Division Manager *PJH*

DATE: **October 25th, 2022**

RE: 2023 Flood Control Zone District Budget

Enclosed is a resolution establishing the 2023 budget for the Whatcom County Flood Control Zone District (FCZD) for your review and adoption. Supporting documentation detailing the programs and projects included in the budget are also attached.

Requested Action:

Public Works respectfully requests that the FCZD Board of Supervisors adopt the attached resolution to establish a 2023 budget for the County-wide District and the following subzones:

- Acme/Van Zandt Subzone
- Lynden/Everson Subzone
- Sumas/Nooksack/Everson Subzone
- Samish Watershed Subzone
- Birch Bay Watershed and Aquatic Resources Management District

Background and Purpose:

Consistent with RCW 86.15.140, the FCZD must adopt an annual budget that includes the County-wide district and the subzones of the District. The attached resolution establishes the overall budget consistent with the appropriation items outlined in the law.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-622

File ID:	AB2022-622	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/27/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Resolution (FCZDBS) Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution authorizing the levy of taxes for the Whatcom County Flood Control Zone District for 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

In accordance with RCW 86.15.160(3), requests the Board of Supervisors of the Whatcom County Flood Control Zone District to authorize the levy of taxes with the the district for 2023.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Resolution

PROPOSED BY: Executive
INTRODUCTION DATE: November 09, 2022

RESOLUTION NO. _____
RESOLUTION AUTHORIZING THE LEVY OF TAXES
FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT FOR 2023

WHEREAS, RCW 86.15.160(3) authorizes the Board of Supervisors of the Whatcom County Flood Control Zone District (WCFCZD) to impose an ad valorem property tax levy of up to fifty cents per thousand dollars of assessed value upon real property within the district; and

WHEREAS, the Board of Supervisors of the WCFCZD has reviewed the proposed annual budget, including all sources of revenues and anticipated expenditures; and,

WHEREAS, the annual budget provides detailed listings of various revenues including property taxes; and,

WHEREAS, the WCFCZD Board of Supervisors has held a public hearing concerning the annual budget, the property tax rates, and revenues included therein.

NOW, THEREFORE, BE IT RESOLVED by the **WCFCZD Board of Supervisors** that the WCFCZD levy for the 2023 tax year shall be increased \$1,200,000, which is a percentage increase of 23.42%, from the previous year. This increase is exclusive of additional revenue resulting from new construction and improvements to property and any increase in the value of state assessed property.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY FLOOD CONTROL
ZONE DISTRICT BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Todd Donovan, District Chair

APPROVED AS TO FORM:

Approved by email/C Quinn/B Bennett
Civil Deputy Prosecutor



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-632

File ID:	AB2022-632	Version:	1	Status:	Introduced for Public Hearing
File Created:	10/28/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance Authorizing the Levy of Taxes for Countywide Emergency Medical Purposes for 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The proposed ordinance authorizes the 2023 levy of taxes for Countywide Emergency Medical Purposes.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance

PROPOSED BY: Executive
INTRODUCTION DATE: November 09, 2022

ORDINANCE NO. _____
ORDINANCE AUTHORIZING THE LEVY OF TAXES
FOR COUNTYWIDE EMERGENCY MEDICAL PURPOSES FOR 2023

WHEREAS, the 2016 six-year emergency medical levy approved by the Whatcom County electorate expires December 31, 2022, and

WHEREAS, the Whatcom County Council approved Ordinance 2022-055 authorizing a proposition renewing the levy of a regular property tax each year for six years, collection beginning in 2023, at a rate of \$.295 or less per \$1,000 of assessed valuation, to continue to provide emergency medical services, and

WHEREAS, the proposition will be considered by Whatcom County voters on November 8, 2022 and the election results will be certified on November 29, 2022, and

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the County Council has approved a budget for the 2023–2024 biennium, including all sources of revenues and anticipated expenditures on November 22, 2022; and,

WHEREAS, the County Council has determined it is necessary to levy 2023 property taxes in the amount of \$13,235,000 to fund the countywide emergency medical services, and,

WHEREAS, the County Council has held public hearings regarding the county 2023-2024 biennial budget which included property tax revenues, and other revenues;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that the Countywide Emergency Medical levy is hereby authorized for the 2023 levy in the amount of \$13,235,000.

ADOPTED this ____ day of _____, 2022

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Todd Donovan, Council Chair

APPROVED AS TO FORM:

() APPROVED () NOT APPROVED

Approved by email/C Quinn/B Bennett
Civil Deputy Prosecutor

Satpal Singh Sidhu, Executive

Date:_____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-587

File ID:	AB2022-587	Version:	1	Status:	Agenda Ready
File Created:	10/17/2022	Entered by:	maamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Agreement Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal Agreement with the City of Blaine concerning planning, annexation and development within the Blaine Urban Growth Area

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into an Interlocal Agreement with the City of Blaine concerning planning, annexation and development within the Blaine Urban Growth Area. The new interlocal agreement would replace an existing agreement that expires on December 31, 2022.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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

November 2, 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 with Blaine Relating to Urban Growth Area

Whatcom County Comprehensive Plan Goal 2R and related policies indicate that the County should have interlocal agreements with the Cities relating to planning, annexation, and development in urban growth areas (UGAs). The County had interlocal agreements with each City that were originally approved between 1997 and 2001. When these original interlocal agreements expired, new agreements were approved in 2012. However, the 2012 agreements have 10-year durations and expire in 2022. Therefore, the County and the Cities have worked together to develop new interlocal agreements.

The Cities and County developed a general interlocal agreement template as a starting point for further negotiation of individual City/County interlocal agreements. Differences between the existing 2012 interlocal agreements and the 2022 interlocal agreement template include:

- The 2022 template references the Review and Evaluation Program (Buildable Lands) in Section 2.A. Whatcom County was not subject to the Buildable Lands provisions of the Growth Management Act when the 2012 interlocal agreements were approved.
- The 2022 template indicates that the City agrees to reimburse the County for the depreciated value of capital road and stormwater construction projects completed during the fifteen-year period prior to annexation (Section 6.C). The 2012 agreements had a ten-year reimbursement period. County Public Works recommended a fifteen-year reimbursement period, as road and stormwater project have long useful lifespans.
- The 2022 interlocal agreement sales tax revenue sharing provisions contain the same amounts that the Cities would share with the County upon annexation as the 2012 agreements (Section 10). However, based upon past experience, four steps have been added to the 2022 interlocal agreement that set forth the responsibilities of the City and the County

Treasurer's Office to ensure that revenue sharing occurs as anticipated in the agreement.

- The 2022 template modifies the "Resource Lands and Rural Areas" provisions (Section 11), including replacing provisions relating to transfer of development rights with density credit language.

Since development of the interlocal agreement template, the Cities and the County have been working together to address issues that are unique to an individual City and/or issues raised by a City. The County approved interlocal agreements with 5 of the 7 cities this summer. Extensions to the existing Blaine and Ferndale Interlocal Agreements were approved to provide time for finalizing interlocal agreements with these two cities. The extensions expire December 31, 2022.

The County and the City of Blaine now have a proposed Interlocal Agreement. The differences between this proposed Interlocal Agreement and the template, which are shown with underlines and strikethroughs in the attached Interlocal, are summarized as follows:

- Modify "Whereas" statement relating to consistent regulations and cooperative development review (p. 2).
- Modify "Whereas" statement relating to annexing land (p. 2).
- Modify "Whereas" statement relating to a collaborate approach to growth management planning and annexation (p. 2).
- Modify Section 3.C relating to "Balanced Annexations" (p. 8).

It should be noted that "whereas" statements are not terms of the agreement. The County's legal counsel, in an email of April 25, 2022, indicated that "whereas" statements operate as background. If there was a question regarding an ambiguity in the reading of the interlocal, the "whereas" statements could be consulted to help with interpretation.

The County Council's Committee of the Whole initially review the proposed Interlocal Agreement on October 11. The Blaine City Council reviewed and approved the Interlocal on October 24. We are now requesting the County Council to hold a public hearing on December 6 and approve a motion authorizing the County Executive to sign the agreement. Thank you for your consideration of this matter.

DRAFT
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF BLAINE AND WHATCOM COUNTY
CONCERNING PLANNING, ANNEXATION AND DEVELOPMENT
WITHIN THE BLAINE UGA

This agreement is made by and between the City of Blaine (herein after referred to as the City) and Whatcom County (herein after referred to as the County), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, cooperative relationships between the City and County benefit both organizations as well as residents and stakeholders of incorporated and unincorporated neighborhoods; and

WHEREAS, the Growth Management Act (GMA) adopted goals to guide the process of developing comprehensive plans and directed counties to adopt urban growth areas; and

WHEREAS, the *Whatcom County County-wide Planning Policies* direct each jurisdiction to acknowledge these policies and implement them through Interlocal Agreements; and

WHEREAS, review of development within the City's urban growth area (UGA) should anticipate future annexation into the City; and

WHEREAS, the Whatcom County Comprehensive Plan has identified a UGA that includes land within unincorporated Whatcom County which the City may annex in the future; and

WHEREAS, annexations proposed by the City are pursued in accordance with RCW 35A.14 and intended to be consistent with RCW 36.93.180; and

WHEREAS, the City and County recognize that there is a need to facilitate the proper transition of public services and capital projects from the County to the City at the time of annexation; and

WHEREAS, the City and County recognize that mutual coordination of land use densities and designations is necessary to reduce urban sprawl, support urban infrastructure and protect rural areas and resource lands within the County; and

WHEREAS, consistent regulations and cooperative development review facilitate ~~successful annexations~~~~creation of a vibrant, attractive and economically healthy urban area with distinct neighborhoods~~; and

WHEREAS, Whatcom County Comprehensive Plan Goal 2R is to establish interlocal agreements between the County and cities in order to accomplish a variety of growth-related goals; and

WHEREAS, the City and the County recognize the City's ~~authority~~~~responsibility~~ to annex lands ~~in their unincorporated Urban Growth Areas in accordance with the provisions of State law~~~~needed for urban residential, commercial and industrial use~~; and

WHEREAS, the City and County recognize that as the City tax base grows, the County will share in that growth through revenue sharing mechanisms; and

WHEREAS, the City and County recognize that annexation of developed land will reduce County tax revenues used to support County services; and

WHEREAS, the City and County have established a formula to mitigate the impact on the County of revenue losses and to equitably compensate the County for certain capital facility expenditures in annexed areas; and

WHEREAS, the City and County recognize that annexations can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to address those impacts; and

WHEREAS, ~~the City and County recognize that a collaborate approach to growth management planning and annexation will result in growth and development consistent with the County-wide Planning Policies, the City's Comprehensive Plan, and the County's Comprehensive Plan; it is in the best interest of the citizens of both jurisdictions to coordinate plans and manage growth in the UGA prior to annexation~~; and

WHEREAS, the City and County desire to develop a general interlocal agreement that will apply to UGA planning and all annexations;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and County agree as follows:

Section 1. Applicability and Amendments to this Agreement

A. The City and the County agree that the contents of this interlocal agreement shall apply to growth management planning, development within the City's UGA and annexations.

B. This interlocal agreement will be amended for individual annexations under the following circumstances:

- i. When the City is required by this agreement to reimburse the County for road or stormwater capital improvements pursuant to section 6 of this agreement. As part of the annexation review process, the County shall notify the City when a proposed annexation area includes a capital project that is eligible for reimbursement, and the amount of the reimbursement per the formula set out in Section 6C of this agreement. Reimbursement shall only be required for road or stormwater capital projects that are done in coordination with the City and built to either City design and development standards in existence at the time of construction or an alternative standard agreed to by the County Road Engineer and the City Engineer.
- ii. When agreements relating to maintenance or ownership of stormwater or drainage facilities, parks, open space or recreational facilities are needed pursuant to sections 7 or 8 of this agreement; or
- iii. When the City and County mutually agree to the amendment to address issues of concern.

C. Whenever possible, annexation-related amendments should be executed by the City and County prior to expiration of the County's 45-day annexation review period established pursuant to RCW 36.93.100. However, if the City and County cannot come to agreement concerning any annexation-related issues, the County may request a Boundary Review Board hearing, and the City and County may continue to negotiate annexation amendment language.

D. Annexation-related amendments to this interlocal agreement should include the following:

- i. The annexation's name and boundary review board number;
- ii. A map and legal description of the annexation area, with the map clearly labeling the annexation boundary area with supporting road names and associated infrastructure features (e.g. bridges, stormwater facilities, utilities, etc.);

- iii. The annexation method, resolution number and date of City acceptance of a petition or determination to pursue elections for the annexation area;
- iv. Compensation or reimbursement formulas for major capital improvements;
- v. Capital facilities and parks, open space, and recreational facility maintenance and ownership agreements;
- vi. Agreements regarding impact mitigation, including but not limited to traffic mitigation;
- vii. Agreements regarding balance between residential and commercial/industrial land;
- viii. Identification of the existing and intended service providers for the area (water, sewer, fire/EMS), including any interlocal agreements or contracts between the City and Special Purpose Districts; and
- ix. Signatures by the City's Mayor and County Executive and effective date of the annexation-related amendment.

E. The City and County recognize that other amendments to this interlocal agreement may be necessary to clarify the requirements of particular sections or update the agreement. These amendments may be pursued as necessary by both parties.

Section 2. Growth Management Planning

A. Inter-jurisdictional Coordination.

The County and the City will coordinate the Review and Evaluation Program (Buildable Lands) review as required by RCW 36.70A.215 and the Countywide Planning Policies.

The County and the City will coordinate the comprehensive plan and UGA reviews required by RCW 36.70A.130(1) and (3) through the following:

- i. Approving, by resolution of the respective legislative bodies, a schedule for joint County and City review of the UGA.

- ii. City and County planners will coordinate and review issues associated with growth management planning.
- iii. If deemed necessary by the County Executive, convening a group of elected officials from the County and cities to discuss and review issues associated with growth management planning.

B. Periodic Review. During the periodic review of comprehensive plans undertaken pursuant to RCW 36.70A.130 (1), the County and City will coordinate and share proposals for comprehensive plan amendments relating to the UGA and/or adjacent areas.

C. Urban Growth Area. Whatcom County will review the UGA in accordance with the schedule in RCW 36.70A.130 to ensure that the UGA can accommodate the urban growth projected to occur in the 20-year planning period established by the Whatcom County Comprehensive Plan. The County will coordinate with the City through the UGA review process. The City will submit recommendations to the County in accordance with the schedule for joint County and City review of the UGA. In conjunction with the UGA review, the City and County agree to jointly review the densities permitted, achieved and assumed within the City and UGA, and the extent to which the urban growth has occurred within the City and unincorporated portions of the UGA.

D. Land Capacity for the Periodic Review.

- i. The City and County agree to review and jointly approve, in conjunction with the other cities, the Whatcom County Land Capacity Analysis Detailed Methodology.
- ii. The City and County agree to review land capacity and needs for the UGA in conjunction with the next UGA review.
- iii. In general, for property within the City limits, the comprehensive plan designations, planned densities adopted in the City's GMA-compliant comprehensive plan, city zoning classifications and/or achieved densities will be utilized in the land capacity analysis unless mutually agreed by the parties or the County identifies clear and compelling rationale for deviating from these designations and densities.
- iv. For property within the UGA but outside the City limits, assumed densities will be determined through a collaborative process between the County and City, consistent with the Whatcom County Land Capacity Analysis Detailed Methodology, as now exists or hereafter may be amended.

E. Population and Employment. The County and City will work together to develop proposed population and employment projections and allocations that are within the range of the Washington State Office of Financial Management projections. The proposed projections and allocations should be developed in conjunction with the other cities. The proposed projections and allocations will be forwarded to the respective legislative bodies for consideration.

F. City Comprehensive Plan. The City will adopt comprehensive plan designations for annexation areas consistent with the GMA.

G. Accommodation of Growth. The City and County agree, through a collaborative process, to accommodate and plan for population and employment growth allocated to the UGA in the Whatcom County Comprehensive Plan.

H. Residential Zoning Districts. The City and County recognize that urban densities must be achieved in order to meet the goals of the GMA. The City will consider adopting minimum urban densities in residential zoning districts. The City will retain the final authority to determine whether or not to adopt such minimum densities.

I. Capital Facility and Urban Service Planning. At a minimum, the City will utilize Whatcom County Comprehensive Plan population and employment projections, for the planning horizon year in the County Plan, when developing or updating capital facility and/or urban service plans. The City, at its discretion, may plan for growth above that contained in the Whatcom County Comprehensive Plan, provided that such growth is contained within the designated UGA, UGA Reserve or future study areas. City capital facility and/or urban service plans may also project and plan for growth beyond the 20-year planning period established in the Whatcom County Comprehensive Plan, but such additional growth projections do not obligate Whatcom County to modify its projections or Comprehensive Plan.

J. Water and Sewer. The City will develop and maintain capital facility plans, in compliance with the requirements of the GMA, to provide urban levels of water and sewer service within the UGA. The City agrees to consider the Coordinated Water System Plan when the City's System Plan is updated and the County agrees to consider the City's Water System Plan when the Coordinated Water System Plan is updated.

K. Stormwater Plans. The City will review, and if necessary, adopt a new or updated stormwater plan for the UGA.

L. Transportation Plan. The City will review and, if necessary, adopt a new or updated transportation plan or element for the UGA.

M. County-Wide Planning Policies. When the County-wide Planning Policies are updated, the City and County agree to work together to develop a set of policies that are acceptable to, and adopted by, both jurisdictions.

Section 3. Annexations

A. Role of Boundary Review Board. The Boundary Review Board was established prior to adoption of the Growth Management Act, prior to the establishment of UGA boundaries, and prior to the adoption of a City/County interlocal agreement that addresses issues associated with the potential impacts of annexations and includes a process for resolving disputes. As a result, the City and County agree to jointly review with the other jurisdictions and service providers the potential for modifying the role of BRB in the annexation process.

B. Annexation Planning. Annexations may only take place for land within the UGA designated in the Whatcom County Comprehensive Plan. Annexations shall be based on policies adopted in the City's Comprehensive Plan, be consistent with adopted County-wide Planning Policies and Whatcom County Comprehensive Plan Goal 2P, and Policies 2P-1, and 2P-2. Annexations shall include logical boundaries and be timed in a way which allows for transition of services between the City and County (and Special Purpose District, if applicable). Considerations in defining logical physical boundaries shall include one or more of the following:

- i) Size and shape of the area to be annexed;
- ii) Preservation of neighborhoods and communities;
- iii) Use of physical boundaries, including but not limited to, bodies of water, roads, and land contours;
- iv) Creation and preservation of logical service areas;
- v) Prevention of abnormally irregular boundaries;
- vi) Dissolution of inactive Special Purpose Districts;
- vii) Adjustment of impractical boundaries;
- viii) Annexation of unincorporated areas which are urban in character;
- ix) Consistency with the City's Annexation Blueprint, if adopted;
- x) The City's ability to provide the full range of urban services.

In order to facilitate communication and review of annexations, the City will notify the County Director of Planning and Development Services and County Director of Public Works, or their designees, prior to the City Council's acceptance of a Notice of Intent to Commence Annexation. The City will also notify the County Director of Planning and Development Services and County Director of Public Works, or their designees, within 10 days of approving or denying a resolution or ordinance to accept the petition for annexation. The County Public Works Department will notify the City if compensation for road construction or stormwater facilities will be sought under section 6 of this Interlocal Agreement.

C. Balanced Annexations. The City agrees to employ its annexation authority in a manner that strives to maintain ~~adequatea balance of~~ commercial, industrial and residential land supply properties inside the City ~~and within successive annexation plans and proposals.~~

D. City Zoning. The City agrees to identify appropriate city zoning at the time it accepts the initial annexation proposal submitted by residents and/or owners of the proposed annexation area. The City will adopt the zoning to be applied to the area at the same time the annexation ordinance is adopted. Zoning changes adopted within annexation areas shall be considered in evaluating the balance of residential, commercial and industrial properties.

E. Appropriate Urban Densities. For residential zoning districts in annexation areas, the City agrees to adopt appropriate urban densities consistent with the State GMA, City Comprehensive Plan, and the overall density goals of the County Comprehensive Plan.

F. Administration of Special Assessments. When annexations occur which encompass less than the entirety of a local improvement district (LID), utility local improvement district (ULID), local utility district (LUD), road improvement district (RID) or local road improvement district (LRID), the assessments for those parcels within the annexation area will continue to be administered by the County Treasurer. If an annexation includes the entirety of an LID, ULID, LUD, RID or LRID future administration will be mutually agreed upon by the City and County.

G. Developer Reimbursement Agreements. The City will assume administrative duties for any developer reimbursement agreement, including but not limited to latecomer agreements, for the portion of the affected area that the City annexes. For developer reimbursement agreements involving property located partially or wholly within the City's UGA, the County will include a provision in the agreement stating that upon annexation, the administrative functions under the agreement for the annexed area will transfer to the City with no additional action needed by the parties, and further stating that said transfer of administrative responsibilities will include the authority to collect any associated administrative fees as established in the agreement. Upon execution of any developer reimbursement agreement where the affected area is located wholly or partially within the City's UGA, the County will provide to the City a copy of the agreement.

H. Records Transfer. The County agrees to make every effort to transfer all relevant records for properties in an annexation area within 60 days of receiving written notice from the City of an approved annexation.

I. Annexation Blueprint. The City intends to adopt and periodically update an Annexation Blueprint, or annexation phasing plan, to guide future annexations. The City agrees to transmit a copy of the draft Annexation blueprint or phasing plan to the County for comment prior to City adoption of the plan.

Section 4. Processing Applications Prior to Annexation

A. Zoning. Whatcom County zoning will apply within the City's unincorporated UGA until annexation.

B. Rezones within the UGA. The County will not approve rezone requests for property within the UGA without consideration of City input, which should include an evaluation of consistency with the City Comprehensive Plan. The County agrees to notify the City of any rezone applications received within the UGA within 30 calendar days of receiving a complete application. The County agrees to meet with City staff to share information and discuss issues regarding any proposed rezone. The County agrees to provide notice of the time, date and location of the public hearing at least ten days prior to the public hearing.

C. Notice for Land Use Permits, Subdivisions, and Binding Site Plans. The County agrees to notify the City of the following land use permit, subdivision, and binding site plan applications:

- i. Applications proposing to use or using city water or sewer; and
- ii. Applications located within the City's UGA.

Such notice will be provided concurrent with the notice of application.

D. Subdivisions and PUDs. The County agrees to invite the City to participate and respond in Technical Review Committee meetings regarding such projects. If adopted by the County, City subdivision standards shall be applied when appropriate. The City agrees to review subdivision plans for consistency with City design standards and development regulations and to participate in the TRC review process.

E. Commercial/Industrial Building Permits. The County should notify the City within fifteen days of receipt of an application for a building permit for a commercial or industrial structure within the UGA or that is using city water or sewer.

F. Development Standards. The City may make specific recommendations to the County to adopt city development standards within the Urban Growth Area. The County will retain the final authority to determine whether or not to adopt City development standards.

If the County adopts City development standards, the City agrees to review development in the UGA and make recommendations to the County relating to whether the development complies with City development standards.

Section 5. Permit Processing After Annexation.

The City and County agree as follows:

A. Building Permits. As the agent of the City, the County shall continue to process under County codes and building permit requirements to completion any building permits and associated permits for which it received a fully complete permit application and accompanying fee prior to the effective date of the annexation. Associated permits shall be defined as clearing, grading, mechanical, plumbing, fire sprinkler, and occupancy permits related to those projects being processed by the County. Completion shall mean final administrative approvals.

Except as provided below for permit extensions, in the case of building permits issued prior to the date of an annexation, the applications and permits shall be processed through final inspection and/or issuance of an occupancy permit by the County. The final inspection for building permits should be a joint City/County inspection with the City in attendance for information purposes only. The County will transmit the permit records to the city after final inspection.

B. Land Use Permits and Subdivision. As the agent of the City, the County shall continue to process to completion any land use permit and subdivision proposals, including those for short plats, administrative approval use permits, shoreline permits, long plats, binding site plans and conditional use permits, for which it received a fully complete permit application and accompanying fee prior to the effective date of an annexation. The County will transmit the permit records to the city after processing to completion. Completion shall mean final administrative or quasi-judicial approvals or, for subdivisions, recording relevant documents. Such permit applications will be transferred to the City for processing if mutually agreed by the City and County. In the case of action required by the legislative body, the City Council shall take final action relating to property that has been annexed.

C. Permit Extensions. Any request for extension of a permit issued by the County which is received after the annexation date shall be made to and administered by the County. Prior to extending a permit, the County will notify the City.

D. Enforcement of Conditions. To the extent authorized by law, the City agrees to enforce any conditions imposed by the County unless waived or modified by the City. The City should notify the County and provide the County with the opportunity to comment prior to waiving or modifying any conditions imposed by the County. The County will make its employees available to provide assistance in any enforcement action relating to conditions originally prepared by County personnel.

E. Development Securities or Financial Guarantees. For permits that are transferred to the City for processing after annexation, performance and maintenance securities, landscape securities, critical area or shoreline mitigation sureties, and other associated securities received by the County prior to annexation will be assigned to the City, if such securities allow assignment. As of the effective date of this interlocal agreement, the County will ensure that all such securities allow assignment to the City without further approval by any party, if allowed by the security provider.

For permits that the County continues to process after annexation, the County will continue to hold the associated securities.

In the event that the securities are not assigned to the City, the City and the property owner will be notified that the County will continue to hold the securities until:

- i. The jurisdiction processing the permit under section 5A or 5B above confirms that the securities may be released; or
- ii. The jurisdiction processing the permit under section 5A or 5B above determines that the developer has not complied with the condition of approval, at which time the County agrees to exercise the security and transfer the funds to the City to fulfill the condition of approval; or
- iii. The securities automatically expire.

F. Permit Status Review. At the request of the City or County, the jurisdictions will meet to discuss the status of permits in an annexation area remaining under review by the County and determine whether or not responsibility for continued processing should be transferred to the City. Any change in permit processing responsibility shall be provided by written agreement, acceptable to both parties.

Section 6. Roads and Stormwater Facilities

A. Maintenance and Ownership Responsibilities. Unless the County agrees to retain a specific road in County jurisdiction, the City will annex the entire right-of-way of County roads adjacent to an annexation boundary and will assume full maintenance responsibility for those roads upon the effective date of the annexation. It may also be desirable to include in an annexation adjacent road sections to avoid dead-end segments or portions of roads that meander in and out of jurisdictions. Such situations may be negotiated on a case by case basis.

B. Unexpended Mitigation Payments. Funds for road related mitigation payments or impact fees received by the County for projects within an annexation area which remain unexpended as of the effective date of the annexation will be transferred to the City, if allowed by law, within six months of the effective date of the annexation.

C. Compensation for Capital Construction Projects. The City agrees to reimburse the County for the depreciated value of capital road and stormwater construction projects that are either built to City standards in existence at the time of construction or an alternative standard agreed to by the County Road Engineer and the City Engineer and completed during the fifteen-year period prior to annexation as shown on Exhibit A, which will be updated at the time of annexation if necessary.

The City agrees to reimburse the County for depreciated County costs incurred by the County in implementing the projects listed in Exhibit A based on a 15 year, straight line depreciation.

The City may reserve the right to inspect roadways and infrastructure in order to determine compliance with approved engineered civil construction plans, prior to payment.

This reimbursement will be for the value of the County's share of funds spent for the construction of major public facilities, excluding grant funding, including but not limited to new roads and sidewalks or those roads which have undergone a major reconstruction. It shall not include routine maintenance expenditures for such facilities.

Actual reimbursement amounts and timing of payments shall be negotiated between the City and County Public Works Department prior to annexation. The agreement shall be included as part of an amendment to this interlocal agreement. Exhibit A lists the County capital road and stormwater construction projects that have been completed within 15 years prior to the effective date of this agreement. Exhibit A will be updated as necessary to incorporate any

new projects. These projects are to be included within the reimbursement mentioned in this section. Reimbursement shall not include routine maintenance expenditures. A project listed on Exhibit A shall be automatically removed from the list at the end of the fifteenth budget year following final acceptance of the project.

The County also agrees to consult with the City in planning for new capital road and stormwater construction projects within the City's UGA. At the time of consulting with the City, both parties will discuss the need for shared responsibilities in implementing a project, including the potential for grant funding, bonding or loans. Any agreements related to shared responsibilities for road projects within the City's UGA shall be added as amendments to Exhibit A of this interlocal agreement.

Section 7. Water Resource Management

A. Stormwater Management. The City and the County, and where appropriate, special purpose districts, will coordinate development of and funding for stormwater management and drainage plans and standards. The City and the County will also work together to develop and implement the Comprehensive Flood Hazard Management Plan.

B. Watershed Planning. The County and the City recognize that watershed management planning is ongoing. The County and City may develop and adopt interlocal agreements for joint watershed management planning, groundwater protection, capital construction and other related services.

C. Maintenance and Ownership of Drainage Facilities. If an annexed area includes stormwater or drainage improvements or facilities the County currently owns or maintains, the City and County shall agree to the maintenance and ownership responsibilities prior to annexation. The responsibilities resulting from such discussions shall be included as part of an annexation-related amendment to this agreement, except for facilities located in right-of-way annexed by the City that will be maintained by the City.

Section 8. Parks, Open Space and Recreational Facilities

A. Open Space and Parks. Open space and parks will be identified through advanced, joint planning and review of development projects within the City UGA and should be based upon the City's adopted park and/or trail plan and City standards. The City should consider mapped floodplain areas when identifying open space within the urban growth area.

B. Maintenance and Ownership Responsibilities. If an annexed area includes park, open space or recreational facilities the County currently owns listed in Exhibit B, the City and County shall agree to the maintenance, operation and ownership responsibilities prior to annexation.

The responsibilities resulting from such discussions shall be included as part of an annexation-related amendment to this agreement.

Section 9. Provision of Services

A. Police Services. Law enforcement services shall transfer from the Sheriff's Department to the City Police Department upon annexation.

B. Special Purpose Districts. Prior to each annexation, the County and/or the City may negotiate interlocal agreements with Special Purpose Districts providing services inside and outside urban growth areas to address issues such as financial concerns and level of service.

C. Fire and Emergency Medical Services.

Upon annexation, the City shall assume responsibility for delivery of fire and emergency medical services (basic life support or BLS) within the annexed area unless the city is within or contracts with the appropriate fire district.

D. Urban Services. In general, cities are the units of local government most appropriate to provide urban governmental services. It is not appropriate that urban governmental services be extended to or expanded outside the UGA, except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at non-urban densities permitted by existing County zoning and do not permit urban development.

E. Impact Fee Review. The City and County agree to discuss the potential for a comprehensive, county-wide system of impact fee collection.

F. School Impact Fees. The County should consider adopting school impact fees if the School District requests impact fees and meets the requirements of Whatcom County Code 20.75.

Section 10. Sales Tax Revenue Sharing

City and County agree to share in the sales tax revenues for annexations of "significant developed commercial and/or industrial land" (as defined below). In those cases, sales tax revenues will be computed and shared on the following basis:

To determine Base Value for the local sales tax revenue, Base Value for the 1st, 2nd and 3rd years equals total sales tax revenue from the 1% local sales tax collected in the 12 full calendar months following the effective date of the annexation and following the first and second anniversaries, respectively, so that the Base Value is established on the actual sales tax collected during the time between payments.

1 st year County receives of Base Value	.80
2 nd year County receives of Base Value	.50
3 rd year County receives of Base Value	.20

The County shall receive .15 directly from the State. The City will reimburse the difference (.65 Base Value 1st year, .35 Base Value 2nd year, and .05 Base Value 3rd year) to the County.

The first payment from the City to the County shall be due and payable within ninety days of the first anniversary of the effective date of the annexation with subsequent payments due and payable within ninety days of the second and third anniversary dates of the effective date of the annexation. It is agreed that upon completion of payments as scheduled, each party will have been fairly, fully and adequately compensated for their respective annexation impacts under this section.

For the purposes of this interlocal agreement “significant developed commercial and/or industrial land” shall be those properties which together generated \$50,000 or more in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation. Said one year period shall include the 12 full calendar months preceding the effective date of the annexation. In these cases sales tax revenues will be computed and shared on the basis described above.

The process for sales tax revenue sharing is set forth below:

Step 1 – Determine Whether Sales Tax Revenue Sharing is Required

- The City provides a specific list of businesses by State Department of Revenue (DOR) registered name (and Unified Business Identification or UBI number) within the annexation area. If the City does not have access to the DOR information, provide the common name and parcel number for each business.
- The County Treasurer’s Office looks up the sales tax revenue to determine if sales tax revenue sharing is required under the Interlocal Agreement. Specifically, City revenue sharing is required if developed commercial and/or industrial land in the

annexation area together generated \$50,000 or more in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation.

- If developed commercial and/or industrial land in the annexation area together generated less than \$50,000 in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation, revenue sharing is not required.

Step 2 – City Makes 1st Year Payment (if applicable)

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the first anniversary of the effective date of the annexation.

Step 3 – City Makes 2nd Year Payment (if applicable)

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the second anniversary of the effective date of the annexation.

Step 4 – City Makes 3rd Year Payment (if applicable)

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the third anniversary of the effective date of the annexation.

Section 11. Resource Lands and Rural Areas

In order to implement the Growth Management Act and Whatcom County Comprehensive Plan, the County and City are outlining the respective roles of the County and City in protecting designated resource lands (agriculture, forestry, or mineral resource lands) and rural areas:

A. Density Credits. If the City is required to undertake “reasonable measures” under the Review and Evaluation (Buildable Lands) Program pursuant to RCW 36.70A.215, the City will consider adopting a density credit program in conjunction with the County. The density credit program may consist of granting density bonuses or other development incentives inside City limits if the developer contributes to the Whatcom County Conservation Easement Program fund.

B. Compatibility. The City will assure that the use of lands adjacent to designated resource lands will not interfere with the continued use, in the accustomed manner and in accordance with best management practices, of these designated lands for the production of food and other agricultural products, pursuant to RCW 36.70A.060(1)(a).

Section 12. Other Provisions

A. GIS Data Sharing. The City and the County will cooperate in data sharing.

B. Transfer of Land: The City and County will consult on the possibility of transfer of land from County to City ownership if included in an annexation.

C. Offsite Mitigation Improvements: The City and County should cooperate on establishing a program that would allow development activities within the City to transfer wetland mitigation to locations within the unincorporated County, in order to permit development sufficient to achieve urban densities within the City and accomplish the best ecological outcome, subject to the following:

- i. Whatcom County will not assume any new administrative responsibilities, such as approving and monitoring wetland mitigation, unless explicitly approved by the Whatcom County Council.
- ii. Prior to proposing a wetland mitigation program that includes areas designated as Agriculture on the Whatcom County Comprehensive Plan map, the City and the County will consider recommendations of the Agricultural Advisory Committee.
- iii. The County and City will consider any mutually agreeable changes to their respective development regulations addressing off-site wetland mitigation.
- iv. In some cases, such offsite mitigation may include the transfer or purchase of development rights.

D. UGA Expansions – The City and Whatcom County agree to consult with an adjacent city, if any, prior to expanding a UGA.

Section 13. Existing Agreements

The City and County mutually agree to identify and evaluate, as appropriate, existing mitigation agreements and interlocal agreements affecting an annexation area to which the City or County is a party.

Section 14. Relationship to Existing Laws and Studies

This agreement in no way modifies or supersedes existing State laws and statutes. In meeting the commitments encompassed in this agreement, all parties will comply with the requirements of the Open Public Meeting Act, State Environmental Policy Act, annexation statutes and other applicable State or local law. The ultimate authority for land use and development decisions is retained by the County and City within their respective jurisdictions. By executing this agreement, the County and City do not purport to abrogate the decision-making responsibility vested in them by law.

Section 15. Hold Harmless

The City shall protect, save harmless and indemnify at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this agreement. The County shall protect, save harmless and indemnify at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this agreement.

Section 16. Dispute Resolution

In the event of an impasse relating to any provision of this interlocal agreement, the jurisdictions involved may mutually agree to use mediation for a minimum of 90 days. After the 90 day period, the parties may, by mutual agreement, elect to utilize binding arbitration. In the event that the parties agree to use arbitration, a three member arbitration panel will be selected by mutual agreement. If the parties cannot agree on membership of the panel, each party will select one member and those two members will select the third member. The decision of the arbitration panel on the issue will be final.

Section 17. Implementation

Whatcom County and the City will strive to engage in collaborative discussions in order to implement this interlocal agreement. When these discussions lead to proposed legislative action, such as amendments to a comprehensive plan, the County Council and City Council are not bound to take any specific future action.

Section 18. Effective Date, Duration and Termination

This agreement shall be effective on ~~July 1~~December 15, 2022 if signed by both the Mayor of the City and Whatcom County Executive. This agreement shall remain in effect until June 30, 2032, unless modified or terminated by written agreement of both parties.

Section 19. Severability

If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

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

WHATCOM COUNTY

By _____
Dave Wilbrecht, Interim City Manager

By _____
Satpal Sidhu, County Executive

Date _____

Date _____

Approved as to form:
Office of the City Attorney

Approved as to form:
Whatcom County Prosecutor

/s/ Royce Buckingham

EXHIBIT A
COUNTY ROAD AND STORMWATER PROJECTS
REQUIRING POTENTIAL REIMBURSEMENT

No County road or stormwater projects, potentially requiring reimbursement under Section 6.C of this interlocal agreement, have been identified in the Blaine UGA.

EXHIBIT B
COUNTY OWNED PARK, OPEN SPACE AND RECREATIONAL FACILITIES
WITHIN THE UGA

There are no County owned facilities within the Blaine UGA at the time of this agreement.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-636

File ID:	AB2022-636	Version:	1	Status:	Agenda Ready
File Created:	10/31/2022	Entered by:	JFleisch@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 2.118, reactivating the Whatcom County Wildlife Advisory Committee beyond December 31, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Whatcom County Wildlife Advisory Committee (WAC) completed the Whatcom County Ecosystem Report in 2017. The Whatcom County Council authorized the reactivation of the Committee via Ordinance #2017-068, directing the WAC to continue to provide technical support in advancing Goal(s) 9 and 11 of the Growth Management Act. Ordinance #2017-068 contained a sunset clause of December 31, 2022. Members of the WAC request the County Council authorize continuation of the WAC so they may continue working on wildlife related issues in Whatcom County.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Ordinance

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

TO: Honorable County Councilmembers and
Honorable Executive Satpal Singh Sidhu

THROUGH: Mark Personius, Director, Whatcom County PDS

FROM: Jon-Paul Shannahan, Natural Resource Manager PDS

DATE: November 2, 2022

SUBJECT: Continuation of the Wildlife Advisory Committee

The Whatcom County Wildlife Advisory Committee (WAC) completed the Whatcom County Ecosystem Report in 2017. Whatcom County Council authorized the reactivation of the Committee via Ordinance # 2017-068 directing the WAC to continue to provide technical support in advancing Goal(s) 9 and 11 of the Growth Management Act.

Goal 9 of the Growth Management Act: Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to Natural resource lands and water, and develop parks and recreation facilities.

Goal 11 of the Growth Management Act: Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

The Whatcom County Council Natural Resource Committee also recommended the WAC reassess the general recommendations identified in the 2017 Ecosystem Report and advance a process to rectify known data gaps to foster the development of the best available science for future policy or code updates. During the last two years the WAC successfully completed a project to identify species of local importance per WCC 16.16.710.(12) but has lacked the resources for updating the Ecosystem Report. The WAC would like to prioritize the Ecosystem Report update in time for coordination with the Whatcom County Comprehensive plan update scheduled to be completed in 2025.

Ordinance # 2017-068 contained a sunset clause of December 31, 2022. Respectfully, members of the Wildlife Advisory Committee request County Council reactivate the WAC, so that the WAC may continue working on wildlife related issues in Whatcom County.

SPONSORED BY:
PROPOSED BY:
INTRODUCTION DATE:

ORDINANCE NO. _____

**AMENDING WHATCOM COUNTY CODE 2.118, REACTIVATING THE WHATCOM
COUNTY WILDLIFE ADVISORY COMMITTEE BEYOND DECEMBER 31, 2022**

WHEREAS, the Washington State Growth Management Act (GMA) requires
Whatcom County to engage in comprehensive land use planning; and

WHEREAS, the GMA indicates that Whatcom County's comprehensive land use
planning efforts should foster land use patterns and develop a local vision of rural
character that will be compatible with the use of the land by wildlife and for fish and
wildlife habitat; and

WHEREAS, goal nine (9) of the GMA, in Revised Code of Washington (RCW)
36.70A.020, is to retain open space, enhance recreational opportunities, conserve fish
and wildlife habitat, increase access to natural resource lands and water, and develop
parks and recreation facilities; and

WHEREAS, in RCW 36.70A.160, the GMA directs local governments to identify
open space corridors within and between urban growth areas useful for recreation,
wildlife habitat, trails and connections between critical areas; and

WHEREAS, habitat conservation areas must be identified, designated and
protected through the use of best available science, according to RCW 36.70A.172; and

WHEREAS, goal eleven (11) of the GMA is to encourage the involvement of
citizens in the planning process and ensure coordination between communities and
jurisdictions to reconcile conflicts; and

WHEREAS, Whatcom County citizens have expressed to the County Council their
desire for the County to incorporate wildlife management and conservation planning for
fish and wildlife habitat into the Whatcom County land use planning process; and

WHEREAS, the Whatcom County Council would benefit from the advice and
recommendations of those with background and technical expertise, including but not
limited to, in wildlife management, conservation science, and wildlife biology, when
making land use policy decisions, and

1 **WHEREAS**, the County Council acknowledges the community has finite resources
2 requiring good fiscal and environmental stewardship, and the community would benefit
3 from achievable wildlife management recommendations, and;
4

5 **WHEREAS**, the County Council recognizes people are part of the landscape and
6 within a watershed diverse uses interact and depend on limited resources, requiring
7 balanced wildlife management recommendations which provide visible community and
8 ecological services, and;
9

10 **WHEREAS**, the County Council authorizes Planning and Development Services
11 Department or Public Works to fund a .25 FTE to staff the Wildlife Advisory Committee.
12

13 **NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that
14 Whatcom County Code 2.118, creating the Whatcom County Wildlife Advisory
15 Committee, is amended as shown in Exhibit A.
16

17
18 **ADOPTED** this ____ day of _____, 2022.
19
20

21
22 ATTEST:
23
24

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

25
26 _____
Dana Brown-Davis, Clerk of the Council
27
28

Barry Buchanan, Council Chair
29

30 APPROVED AS TO FORM:
31
32

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

33
34 _____
Royce Buckingham, Civil Deputy Prosecutor
35
36

Satpal Sidhu, County Executive
37

() Approved () Denied
38
39

Date Signed: _____
40
41

EXHIBIT A

Chapter 2.118 WILDLIFE ADVISORY COMMITTEE

Sections:

- 2.118.010 Established
- 2.118.020 Purpose
- 2.118.030 Function
- 2.118.040 Qualifications
- 2.118.050 Membership
- 2.118.060 Term of Office
- 2.118.070 Organization – Meetings
- 2.118.080 Committee Staffing

2.118.010 Established.

The wildlife advisory committee is hereby established.

2.118.020 Purpose.

The committee will advise the Whatcom County ~~p~~Planning and ~~d~~Development ~~s~~Services ~~d~~Department and Public Works Department staff and the Whatcom County ~~e~~Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan, with the goal of integrating wildlife management and protection into the community planning process.

2.118.030 Function.

- A. The committee will provide recommendations on integrating wildlife management and protection issues relative to fulfilling goal nine (9) of the Washington State Growth Management Act (GMA): to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities. The full committee shall provide a recommendation on the need for an ongoing wildlife advisory committee.
- B. Each committee recommendation will consist of:
 - 1. Identified issue or constraint;
 - 2. Discussion of ecological process, function or species addressed;
 - 3. Range of solutions considered;
 - 4. Preferred solution;
 - 5. Cost of implementation. A cost-benefit analysis is required when an existing industry recognized method is available; at a minimum a discussion of project costs and positive or adverse impacts where community and ecological uses intersect;
 - 6. Cite and reviewed references.

1
2
3
4
5
6 C. The technical advisory subcommittee, as defined in WCC 2.118.050(B),
7 will:

- 8 1. ~~Continue to provide~~ Provide a periodic updates to the Whatcom County
9 Ecosystem Report that includes the inventory, characterization,
10 and assessment, of wildlife habitats and ecosystems ~~which that~~
11 includes an analysis of risk to the, ~~of~~ existing ecosystem conditions
12 (Existing Condition Report), ~~and~~ to make management
13 recommendations using best available science that will provide
14 appropriate habitat conditions for local species, with an emphasis
15 on biodiversity and healthy ecosystem processes and functions.
16 This may include recommendations regarding wildlife corridors,
17 landscape ecological planning, wildlife habitat management, and
18 avoiding or minimizing human/wildlife conflict.
19 2. Address technical questions from the Whatcom County eCouncil,
20 Whatcom County staff, or the ~~w~~Wildlife Advisory management
21 eCommittee.
22
23

24 **2.118.040 Qualifications.**

25 To qualify for eCounty eCouncil appointment to fill any vacancy on a
26 board, committee, or commission, a person shall be a qualified registered
27 voter in Whatcom County and be a member or employee of the agency or
28 group he or she is appointed to represent.
29

30 **2.118.050 Membership.**

- 31
32 A. The committee shall consist of 11 members.
33
34 B. Seven of the 11 members will have technical expertise in wildlife
35 and habitat management or current or past professional experience
36 such as, but not limited to, at least one of the following: wetlands
37 manager, wildlife biologist, ~~population conservation~~ biologist,
38 natural resources manager, watershed scientist, ~~conservation~~
39 ecological restoration specialist, forestry protection, and tribal
40 representative. ~~Agriculture or land development representatives~~
41 ~~are encouraged to apply for at least two of the remaining four~~
42 ~~positions.~~
43
44 C. The eCounty eCouncil will appoint the voting committee members.
45 Member terms will be four years
46
47 D. The committee members shall serve without compensation.
48
49

50 **2.118.060 Term of Office.**
51

1 The committee shall serve until December 31, 20226.

2
3 **2.118.070 Organization – Meetings.**
4

- 5 A. Meetings of the eCommittee shall be open and accessible to the
6 public and shall be subject to the Open Public Meetings Act.
7 B. The eCommittee shall meet as needed to address wildlife_-related
8 planning needs.
9 C. The eCommittee shall be responsible for taking ~~complete and~~
10 accurate written records.
11 D. Whatcom County staff shall be responsible for assuring the
12 meetings are audio recorded.
13 E. Written and audio recordings of meetings, resolutions, findings,
14 and recommendations shall be kept, and such records shall be
15 public.
16 F. The eCommittee shall comply with Whatcom County Code~~Chapter~~
17 ~~2.03, WCC -~~ Boards and Commissions.
18 G. The eCommittee shall adopt its own rules and procedures for the
19 conduct of business.
20 H. The eCommittee shall elect a chairperson from among its members
21 who shall preside at its meetings.
22

23 **2.118.080 Committee Staffing.**
24

- 25 A. The Whatcom County ~~p~~Planning and ~~d~~Development ~~s~~Services
26 ~~d~~Department and Whatcom County ~~p~~Public ~~w~~Works ~~d~~Department
27 shall provide available geographic information system (GIS) data
28 and other information to the committee as requested.
29 B. The Whatcom County ~~p~~Planning and ~~d~~Development ~~s~~Services
30 ~~d~~Department and the Whatcom County ~~p~~Public ~~w~~Works
31 ~~d~~Department shall provide technical assistance and assist with
32 meeting coordination.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-641

File ID:	AB2022-641	Version:	1	Status:	Agenda Ready
File Created:	11/02/2022	Entered by:	maamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance adopting the Buildable Lands Report

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance adopting the Buildable Lands Report 2022 Whatcom County Review and Evaluation Program (issued July 7, 2022), concluding that the review and evaluation required by the Growth Management Act (RCW 36.70A.215) has occurred, concluding that “reasonable measures” are required for the Birch Bay, Cherry Point, and Columbia Valley urban growth areas, and concluding that “reasonable measures” are not required for any other lands in unincorporated Whatcom County.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Draft Ordinance, Planning Commission Findings, Public Comments to Planning Commission

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

November 3, 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: Buildable Lands Report 2022

The Washington State legislature amended the Growth Management Act (GMA) in 1997 to include a "review and evaluation program," also known as the buildable lands program (RCW 36.70A.215). At that time, the review and evaluation program applied to six counties: Clark, King, Kitsap, Pierce, Snohomish, and Thurston. The State legislature amended the GMA in 2017 to add Whatcom County to the list of counties required to undertake a review and evaluation program ([ESSSB 5254](#)).

The review and evaluation program has several main components, which are summarized below:

- Determining whether a county and its cities are achieving urban densities within urban growth areas by comparing growth and development assumptions contained in the county and city comprehensive plans with actual growth and development that has occurred;
- Determining whether there is sufficient land that is suitable for development in the future; and
- Identifying reasonable measures, if necessary, to reduce the differences between growth assumptions contained in comprehensive plans and actual development patterns ([RCW 36.70A.215](#)).

The County and the Cities, with the assistance of a consultant, developed the *Buildable Lands Report 2022* to address these state requirements. This Report, issued on July 7, 2022, contains countywide findings and jurisdiction profiles that address each individual urban growth area.

The Planning Commission held a public hearing on October 13, 2022 and recommended that the County Council adopt the *Buildable Lands Report 2022*. Main issues discussed at the Planning Commission included:

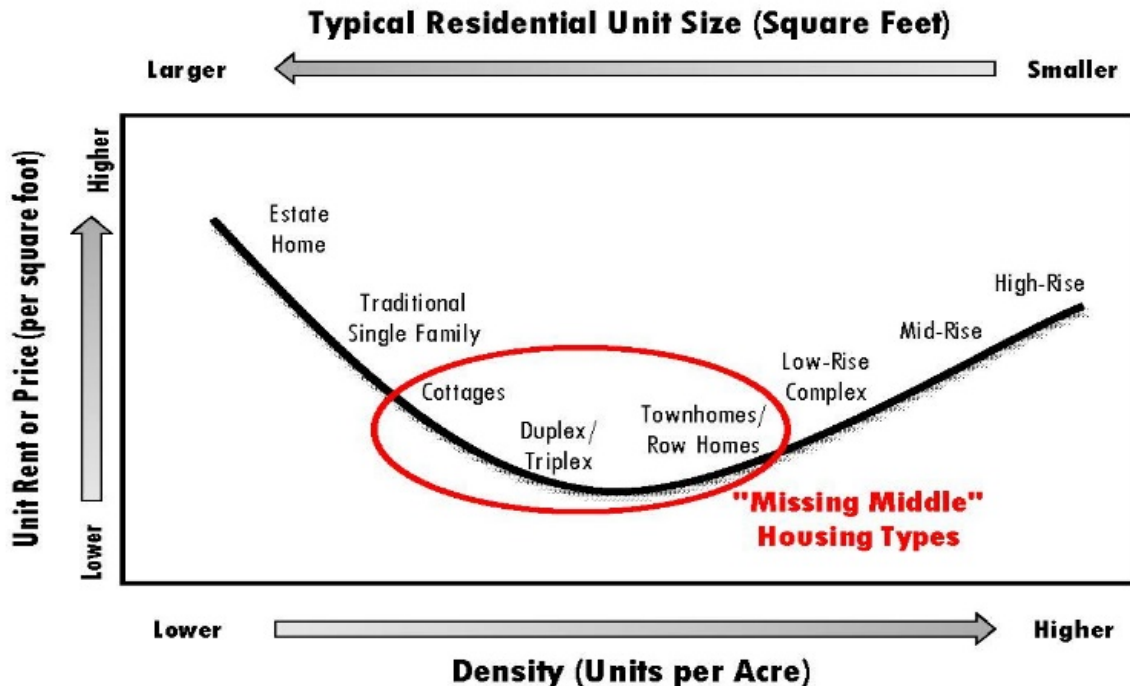
1. Housing affordability; and
2. Land supply for single family homes in Bellingham.

The Planning Commission approved "Findings of Fact and Reasons for Action" adding finding # 1:

Staff and the Planning Commission recognize that the Buildable Lands Report does not address the issue of housing affordability. Additional work that revisits the estimates of supply and demand that are feasible, realistic, and consistent with current regulatory requirements and infrastructure are needed and will be reviewed in the 2025 comprehensive plan updates.

The State legislature amended the GMA by adopting Engrossed Second Substitute House Bill (ESSHB) [1220](#) in 2021. This bill places a greater emphasis on housing affordability in local government planning. However, it relates to the 2025 County and city comprehensive plan updates rather than the Buildable Lands Report. It's anticipated that the State legislature will allocate funding to local governments to conduct the planning required by the bill in 2023. The City/County Planner Group is developing a consultant scope of work for the 2025 comprehensive plan updates and has included the new housing element requirements from ESSHB 1220 in this scope.

The *Buildable Lands Report 2022* finds that new residential construction in Bellingham between 2016 and 2021 occurred at an average 11.5 units per acre compared to the 7.2 units per acre forecast in the 2016 Comprehensive Plan. The Report also finds there is adequate land supply in the Bellingham Urban Growth Area to accommodate projected single family housing units through the end of the current planning period (2036). At the County Planning Commission meeting, the City of Bellingham's Long Range Planning Manager indicated that some of this land supply will be for attached single family residential development. This will include townhouse development where units are attached, but each residence is on its own residential lot. This form of development can provide ownership opportunities with housing units that are less expensive than traditional detached single family dwellings. Attached single family developments also allow realization of intended densities on properties impacted by environmental constraints by clustering smaller lots on buildable areas avoiding wetlands, buffers, and other critical areas. The State Department of Commerce *Housing Memorandum: Issues Affecting Housing Availability and Affordability* (June 2019) states that: ". . . 'missing middle' housing types . . . are moderate-density housing types that also sell or rent at moderate costs compared to detached single-family units and higher-density attached unit types. . ." (p. 84). The State's *Housing Memorandum* includes the following figure on p. 85 showing that townhomes are considered a "missing middle" housing type that tends to be less expensive than traditional single family homes.



The City of Bellingham's Long Range Planning Manager indicated that Bellingham's 2023 work program includes updates to the 2018 Accessory Dwelling Unit ordinance, a market study and feasibility report on inclusionary zoning for affordable housing, and updates to the Barkley Urban Village plan.

In the context of the 2025 update to the City of Bellingham Comprehensive Plan, the City will have a community discussion about the forms of housing development that that the City will plan to accommodate in the new planning period through the year 2045. It is anticipated that this discussion, and ultimate decisions by the Bellingham City Council, will address the land supply needed to accommodate various forms of housing, including traditional single family detached dwellings and townhouse development. The County will also address housing needs in the 2025 update to the Whatcom County Comprehensive Plan. This will include consideration of land supply for housing and Bellingham's recommendation on whether or not to expand the Urban Growth Area to accommodate additional housing. City/County coordination through the comprehensive plan updates will be critical to ensure that the housing needs of the larger community are addressed.

Staff will make a presentation on Buildable Lands at County Council's Planning and Development Committee on November 9. We are requesting that the County Council introduce an ordinance relating to the *Buildable Lands Report* on November 22. It is anticipated the County Council will hold a public hearing on December 6.

Thank you for your review of the *Buildable Lands Report*.

PROPOSED BY: Planning & Development Services
INTRODUCTION DATE: _____

ORDINANCE NO. _____

ADOPTING THE BUILDABLE LANDS REPORT 2022

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the Buildable Lands Report; and

WHEREAS, The County Council considered Planning Commission recommendations;

WHEREAS, The County Council held a public hearing; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. Whatcom County recognizes that the Buildable Lands Report does not address the issue of housing affordability. Additional work that revisits the estimates of supply and demand that are feasible, realistic, and consistent with current regulatory requirements and infrastructure are needed and will be reviewed in the 2025 comprehensive plan updates.
2. The proposal is to adopt the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* (July 7, 2022).
3. The SEPA Official determined on July 19, 2022 that adoption of the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* is categorically exempt from SEPA review under WAC 197-11-800(17) as information collection and research.
4. Notice of the Planning Commission hearing was posted on the County website on September 30, 2022.
5. Notice of the Planning Commission hearing was published in the Bellingham Herald on September 30, 2022.
6. Notice of the Planning Commission hearing was sent to the County's email list on September 30, 2022.

7. The Planning Commission held a public hearing and recommended that the County Council adopt the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* on October 13, 2022.
8. The Growth Management Act (GMA) “Review and Evaluation Program” (buildable land) requirements became applicable to Whatcom County and the cities when the State Legislature adopted Engrossed Second Substitute Bill 5254 in 2017.
9. The GMA’s Review and Evaluation Program requirements (RCW 36.70A.215) include updating county-wide planning policies, developing a buildable lands program methodology, data collection, reviewing achieved densities, evaluating land suitable for development, and issuing a Buildable Lands Report. The information contained in the Buildable Lands Report will inform the next update of the Whatcom County Comprehensive Plan, which is due by June 30, 2025.
10. The County’s consultant held interviews with representatives of each jurisdiction and several key community stakeholders. This information was compiled in a *Stakeholder Interview Summary Whatcom County Review and Evaluation (Buildable Lands) Program* (CAI, May 2019).
11. The County’s consultant conducted research on topics with important implications for the buildable lands report, including local regulations, infrastructure, housing affordability, and growth trends. This included reviewing relevant portions of the Revised Code of Washington and Washington Administrative Code. This information was compiled in a *Background Information and Key Issues Report* (CAI, June 2019).
12. Whatcom County and the cities, with the assistance of a consultant, developed the *Whatcom County Review and Evaluation Program Public Participation Plan* (April 2020) and have followed that Plan.
13. Whatcom County and the cities developed draft Countywide Planning Policies establishing the Review and Evaluation Program. The Whatcom County Planning Commission held a public hearing on these Countywide Planning Policies on September 10, 2020. The Whatcom County Council held a public hearing and adopted the Countywide Planning Policies on February 9, 2021 (Ordinance 2021-003).
14. Whatcom County and the cities, with the assistance of a consultant, drafted the *Whatcom County Review and Evaluation Program Methodology* to implement the 2017 state amendments to the GMA. Stakeholders reviewed and provided comments on preliminary draft versions of this Methodology in 2021. Modifications to the draft Methodology were made based upon stakeholder comments in 2021. The Whatcom County Planning Commission held a public hearing on the draft Methodology on

October 28, 2021. The County Council and city councils were briefed on the draft Methodology in 2021-2022. The Whatcom County Planning Director approved the Methodology on February 10, 2022.

15. Whatcom County and the cities, with the assistance of a consultant, developed Data Reporting Tool templates for collection of data on development and local government ordinances over the review period. The templates are intended to facilitate uniform collection of data by the County and cities.
16. The County and cities entered information in the Data Reporting Tools, including information on building permits and plats issued between April 1, 2016 and March 31, 2021. The Data Reporting Tools calculate achieved densities over the five year review period.
17. Whatcom County and the cities, with the assistance of a consultant, developed Suitable Land Tool templates for estimating the amount of land available for development over the remaining portion of the planning period. The templates are intended to facilitate uniform evaluation of land supply by the County and cities.
18. The County and cities entered information in the Suitable Land Tools to estimate the capacity of land suitable for development to accommodate population and employment growth over the remaining portion of the existing planning period (2021-2036). The Suitable Land Tools compare the land capacity to the projected population and employment growth to estimate whether there will be a surplus or deficit of land to accommodate projected growth (2021-2036).
19. The City of Bellingham and the County shared draft Data Reporting Tool and Suitable Land Tool spreadsheets at a Buildable Lands - Virtual Stakeholder Workshop on February 9, 2022.
20. Whatcom County and the cities issued the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* on July 7, 2022. This Report summarizes and analyzes information from the Data Reporting Tools, Suitable Land Tools, and other sources to meet the requirements of the Growth Management Act.
21. The *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* shows that there is sufficient suitable land to accommodate the countywide population projection contained in the *Whatcom County Comprehensive Plan* (Chapter 1).

22. The *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* shows that each Urban Growth Area (UGA), with the exception of the Birch Bay UGA, has sufficient suitable land to accommodate the UGA population projections contained in the *Whatcom County Comprehensive Plan* (Chapter 1).
23. The *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* shows that there is sufficient suitable land to accommodate the countywide employment projection contained in the *Whatcom County Comprehensive Plan* (Chapter 1).
24. The *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* shows that each UGA has sufficient suitable land to accommodate the UGA employment projections contained in the *Whatcom County Comprehensive Plan* (Chapter 1).
25. The *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* shows that reasonable measures are needed for the Birch Bay, Cherry Point, and Columbia Valley UGAs pursuant to RCW 36.70A.215.
26. For the Birch Bay UGA, reasonable measures are needed to address:
 - a. Achieved residential densities between 2016 and 2021 were below the planned densities in *Whatcom County Comprehensive Plan* Chapter 2 (Goal 2P);
 - b. Land capacity to accommodate the population projection adopted in *Whatcom County Comprehensive Plan* Chapter 1; and
 - c. Land capacity to accommodate single family housing needs as set forth in *Whatcom County Comprehensive Plan* Chapter 3.
27. For the Cherry Point UGA, reasonable measures are needed to address employment growth because growth that occurred between 2016 and 2021 was significantly below the planned growth projected in the *Whatcom County Comprehensive Plan* (Chapter 1). Employment growth would have exceeded the planned growth, except that a major employer shut down in 2020.
28. For the Columbia Valley UGA, reasonable measures are needed to address employment growth because growth that occurred between 2016 and 2021 was significantly below the planned growth projected in the *Whatcom County Comprehensive Plan* (Chapter 1).
29. Reasonable measures are not needed for any other lands in unincorporated Whatcom County.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The review and evaluation required by the Growth Management Act has occurred and the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* has been issued in accordance with RCW 36.70A.215.

Section 2. The Whatcom County Council hereby adopts the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* (Exhibit A); and

Section 3. The Whatcom County Council has determined that reasonable measures are needed for the Birch Bay, Cherry Point, and Columbia Valley Urban Growth Areas (UGAs) pursuant to RCW 36.70A.215.

Section 4. For the Birch Bay UGA reasonable measures are needed to address:

- Achieved densities that occurred between 2016 and 2021 that were below the planned densities in Whatcom County Comprehensive Plan Chapter 2 (Goal 2P);
- Land capacity to accommodate the population projection adopted in Whatcom County Comprehensive Plan Chapter 1; and
- Land capacity to accommodate the single family housing need as set forth in Whatcom County Comprehensive Plan Chapter 3.

Section 5. For the Cherry Point UGA reasonable measures are needed to address employment growth that occurred between 2016 and 2021 that was significantly below the planned growth projected in Whatcom County Comprehensive Plan Chapter 1. Employment growth would have exceeded the planned growth, except that a major employer shut down in 2020.

Section 6. For the Columbia Valley UGA reasonable measures are needed to address employment growth that occurred between 2016 and 2021 that was significantly below the planned growth projected in Whatcom County Comprehensive Plan Chapter 1.

Section 7. Reasonable measures are not needed for any other lands in unincorporated Whatcom County.

Section 8. The Clerk of the Council is hereby instructed to publish notice of the ordinance adopting the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* pursuant to RCW 36.70A.290.

Section 9. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this _____ day of _____, 2022.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Todd Donovan, Chairperson

APPROVED as to form:

() Approved () Denied

/s/ Karen Frakes

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

Exhibit A

Buildable Lands Report

Buildable Lands Report 2022

Whatcom County Review and Evaluation Program

July 7, 2022



ACKNOWLEDGEMENTS

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- Chris Behee, City of Bellingham
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EXECUTIVE SUMMARY

The *Whatcom County Buildable Lands Report 2022* is the first report completed by the County and cities consistent with the requirements of the Review and Evaluation Program within Washington State's Growth Management Act (*RCW 36.70A.215*). The purpose of this report is to assess how recent development in the cities and urban growth areas (UGAs) has compared with planning assumptions, targets, and objectives in adopted Countywide Planning Policies and comprehensive plans, and whether there are inconsistencies for the County and cities to address. The report assesses how much land is available to serve future growth, and whether it is sufficient to accommodate expected growth. Finally, the report provides basic information relating to development on rural and resource lands (areas outside UGAs).

Population & Employment Growth

From 2016-2021, new residential construction in Whatcom County and the cities accommodated an estimated 24% of the projected 20-year population growth for the planning period (2016 through 2036). The County and cities will need to accommodate another 46,069 persons for the remaining period 2021 through 2036. From 2016 to 2021, new commercial and industrial construction in Whatcom County and the cities accommodated an estimated 17% of the projected employment growth for the 20-year planning period, and will need to accommodate another 26,640 jobs by 2036.

- Whatcom County contains 10 urban growth areas (UGAs). Seven UGAs represent future annexation areas for corresponding incorporated cities. Three are standalone UGAs, not associated with a city.
- Whatcom County is projected to have 275,450 residents and 120,284 employees by 2036 with projected growth allocations of 60,565 for population and 32,219 for employment between 2016 and 2036.
- New construction in Whatcom County and the cities accommodated an estimated 14,496 people (84% within UGAs) and 5,539 employees (94% within UGAs) from 2016-2021.
- Whatcom County has an estimated 46,069 population growth and 26,640 employment growth remaining to accommodate between 2021 and 2036.

Development Activity

From 2016-2021, Whatcom County and the cities permitted 6,729 new housing units, averaging 1,346 per year. This average will need to increase to accommodate remaining projected population growth. Achieved densities in incorporated city UGA areas are exceeding planned densities, while achieved

commercial and industrial densities are lagging in some areas. The Jurisdiction Profiles section of this report contains UGA-level details on achieved densities for the period 2016-2021.

- Whatcom County and the cities permitted a total of 6,729 housing units countywide between 2016 and 2021 (84% within the UGAs, 16% outside the UGAs).
- On average countywide, the number of net new housing units permitted and built was 1,346 per year from 2016-2021. The jurisdictions will need to increase the average annual housing production to 1,474 units per year from 2021-2036 to accommodate remaining projected population growth.
- Densities ranging from 4.4 to 11.5 dwelling units per acre were achieved for residential uses in incorporated areas and one dwelling unit per 3.7 acres for Non-UGA areas.
- Achieved residential densities in cities exceeded planned densities, while three unincorporated city UGAs had achieved densities that were lower than ultimate planned densities (as city water and sewer are typically not extended to new development outside city limits). Achieved commercial and industrial densities are lagging planned densities in several small cities.
- For non-city UGAs, residential development in the Columbia Valley UGA exceeded the planned density while residential development in the Birch Bay UGA did not.

Land Suitable for Development

For the inaugural Review and Evaluation Period, it is estimated that Whatcom County UGAs have over 6,102 acres of net developable (vacant, partially-used, and underutilized) land to accommodate remaining projected population and employment growth from 2021-2036. The Jurisdiction Profiles section of this report contains UGA-level details on developable land and deductions. Appendices A through C document annexations, UGA changes, and zoning map changes for the period 2016-2021.

- Whatcom County UGAs, which include cities, have estimated net land capacity for remaining population growth of 73,075 for the remainder of the 20-year planning period from 2021 to 2036, indicating an estimated population capacity surplus of 34,385.
- Whatcom County UGAs, which include cities, have estimated net land capacity for remaining employment growth of 41,057 for the remainder of the 20-year planning period from 2021 to 2036, indicating an estimated employment capacity surplus of 16,841.

Inconsistencies and Reasonable Measures

On a county-wide basis, surplus capacity exists to accommodate both remaining projected population and employment growth for the rest of the 20-year planning period through 2036. In addition, planned residential densities in the cities are being achieved.

When planned densities are not being achieved, there is not sufficient capacity to accommodate remaining projected population or employment growth, or development patterns are not occurring as planned, Whatcom County and the cities will work together to determine if reasonable measures are necessary to address the issue, with the jurisdiction making the final decision on reasonable measures.

A list of potential reasonable measures that jurisdictions may consider, if needed, are documented in the *Whatcom County Review and Evaluation Program Methodology (February 10, 2022), Appendix A*. The Jurisdiction Profiles address whether reasonable measures may be needed for individual UGAs.

INTRODUCTION

Background and Purpose

The Review and Evaluation Program, which is also known as the Buildable Lands program, is part of Washington State’s Growth Management Act (GMA). The program requires that certain counties and cities review the growth and development that has occurred within their jurisdictions since the last updates to their State mandated comprehensive plans. Past growth is compared with the growth and development assumptions, targets, and objectives that are contained in the current plans. Where actual growth diverges from growth and development assumptions, the State calls on the jurisdictions to implement “reasonable measures” in the next comprehensive plan updates to maintain consistency with GMA requirements (*RCW 36.70A.215(1)*). Under the GMA, the deadline for the next comprehensive plan updates is June 30, 2025.

The GMA’s Review and Evaluation Program was established in 1997 and originally applied to all jurisdictions within six counties. The first major revision to the program was completed in 2017, when the State Legislature passed Engrossed Second Substitute Bill (E2SSB) 5254. As part of this revision, Whatcom County was added as the seventh Buildable Lands county.

The *Buildable Lands Report 2022* is the County and cities first report responding to the review and evaluation requirements of GMA. The report reviews development data from 2016-2021, and evaluates capacity to serve remaining growth through 2036, the planning horizon from the most recently adopted comprehensive plan.

The report summarizes development data at the city, UGA and County level to answer the following questions:

- What is the actual density and type of housing (single family and multifamily) that has been built in Whatcom County’s UGAs? Approximately how much population does it support? Are urban densities being achieved?
- How much land has been developed for commercial and industrial uses? Approximately how much employment does it support?
- How does this development activity compare with growth and development assumptions, targets, and objectives in the comprehensive plans?
- How much population and employment growth remains to be accommodated by 2036? Is there sufficient land and densities in UGAs to accommodate planned growth?

Whatcom County and the cities have updated the inventory of vacant, partially-used, and underutilized land in accordance with the *Whatcom County Review and Evaluation Program Methodology*. This is the supply of land available to serve future growth. Using recent achieved densities and other data as a guide, the report estimates how much population and employment this land can support. This analysis is used to answer the following question: is there enough suitable land to accommodate population and employment growth through 2036?

Where inconsistencies are identified, the report will discuss whether “reasonable measures” may be needed to address inconsistencies in the upcoming comprehensive plan update cycle. Ultimately, the County and each city will individually determine whether reasonable measures are required for their jurisdiction.

Methods

The methods for this analysis were developed based on the Department of Commerce’s 2018 *Buildable Lands Guidelines* and the *Whatcom County Review and Evaluation Program Methodology*. A technical committee with representatives of the County and each city (City/County Planner Group) met regularly to discuss and establish key elements of the program. Program methods are summarized in the “Methods” section, with full detail provided in the *Whatcom County Review and Evaluation Program Methodology*.

Organization of Report

This report is organized into the following sections:

- **Policy Framework.** Explains key Whatcom County policies relevant to the program, including Countywide Planning Policies and growth allocations.
- **Methods.** Explains how data was gathered and analyzed for this report, key assumptions, and how these methods were developed.
- **Countywide Findings.** Summarizes the ability of UGAs and other areas to accommodate adopted population and employment allocations through 2036. Seven of the ten UGAs correspond to cities.
- **Jurisdiction Profiles.** Provides detailed findings for recent development activity and land suitable for development at the UGA and zoning designation level.

POLICY FRAMEWORK

Countywide Planning Policies

The County and cities worked together to develop Countywide Planning Policies to establish and guide the Review and Evaluation Program, as required by RCW 36.70A.215. In summary, Countywide Planning Policies Q.1 - Q.8:

- Indicate that the County and cities will cooperate to implement and maintain the Review and Evaluation Program;
- Set forth the purposes of the program;
- Address the Review and Evaluation Program Methodology; and
- Indicate that the County and cities will prepare a Buildable Lands Report, collect and analyze development data, and discuss potential reasonable measures if there are inconsistencies between actual development patterns and assumptions contained in the County or city comprehensive plans.

The County and cities also developed Countywide Planning Policies R.1 – R.4 relating to Dispute Resolution Procedures.

Population and Employment Growth Allocations

A key outcome of the Review and Evaluation Program is estimating population and employment growth and determining if population and employment capacity are consistent with adopted growth targets. Whatcom County has adopted population projections by UGA and for areas outside of UGAs (Non-UGAs) through 2036 in the *Whatcom County Comprehensive Plan, Chapter 1 (page 1-7)*. Total Whatcom County population is projected at 275,450 by 2036. The Comprehensive Plan also adopts employment projections for 2036 (page 1-8), totaling 120,284 by 2036.

For the purposes of the Review and Evaluation Program analysis, population and employment growth projections have been pro-rated to the 2016-2036 timeframe to fit the Review and Evaluation period (**Exhibit 1** and **Exhibit 2**).

Population and employment growth estimates for 2016-2021 are subtracted from total projected growth by UGA for 2016-2036 to estimate the remaining population and employment growth to be accommodated during the review period (2021-2036). This remaining growth to be accommodated is then compared to estimated population and employment capacity to understand if there are sufficient land and densities to accommodate planned growth.

**Exhibit 1. Whatcom County Comprehensive Plan Population (2013-2036)
and Pro-Rated Population Growth (2016-2036)**

UGA	2013 Population	2036 Population Allocation	2016-2036 Population Growth
Bellingham	92,660	123,710	27,000
Birch Bay	7,540	12,822	4,593
Blaine	5,171	9,585	3,838
Columbia Valley	3,103	4,448	1,170
Everson	2,665	3,907	1,080
Ferndale	12,758	19,591	5,942
Lynden	12,872	19,275	5,568
Nooksack	1,435	2,425	861
Sumas	1,449	2,323	760
UGA Total	139,696	198,129	50,811
Non-UGA	66,104	77,321	9,754
County Total	205,800	275,450	60,565

*Sources: Whatcom County Comprehensive Plan (Chapter 1, page 1-7); Whatcom County, 2021.
Notes: The Cherry Point UGA is excluded from this table as no population growth is projected for the UGA.*

**Exhibit 2. Whatcom County Comprehensive Plan Employment (2013-2036)
and Pro-Rated Employment Growth (2016-2036)**

UGA	2013 Employment	2036 Employment Allocation	2016-2036 Employment Growth
Bellingham	52,359	75,000	19,688
Birch Bay	595	1,140	474
Blaine	3,062	5,159	1,823
Cherry Point	1,993	2,883	774
Columbia Valley	85	444	312
Everson	710	1,312	523
Ferndale	5,372	9,372	3,478
Lynden	4,946	7,103	1,876
Nooksack	254	369	100
Sumas	700	1,145	387
UGA Total	70,076	103,927	29,436
Non-UGA	13,156	16,357	2,783
County Total	83,232	120,284	32,219

Sources: Whatcom County Comprehensive Plan (Chapter 1, page 1-8); Whatcom County, 2021.

METHODS

This section summarizes the principal methods, data sources, and key assumptions developed for Whatcom County's *Buildable Lands Report 2022*. The complete methodology is documented in the *Whatcom County Review and Evaluation Program Methodology*.

Data Sources

Whatcom County and the cities collected key data on development in their jurisdiction between 2016 and 2021. Each jurisdiction submitted data and analysis to Whatcom County, who facilitated the overall Buildable Lands process. Whatcom County gathered data for unincorporated UGAs and Non-UGAs (rural areas and resource lands). Jurisdictions collected the following data for this Review and Evaluation Program:

1. **Development activity**, sourced primarily from city and County building permitting and platting data.
2. **Land use and zoning changes**, from local ordinances relating to annexations, changes to UGAs and zoning map changes.
3. **Changes to development and environmental regulations**, from city and County ordinances relating to zoning, development codes and critical areas regulation.
4. **Parcel data**, from County Assessor's real property and parcel files and related extracts, to tabulate and classify types of land available for future development.
5. **Other documentation**, such as changes to planned capital facilities and any adopted reasonable measures that could impact land capacity.

Data Collection and Evaluation (2016-2021)

Data collection is only required to the extent necessary to determine compliance with RCW 36.70A.215 (including achieved densities and the remaining quantity and types of land available for development during the current planning period). The County and cities entered data into spreadsheet-based Data Reporting Tools for each jurisdiction to capture all required data between April 1, 2016 and March 31, 2021. City data is maintained separately from unincorporated UGA data as building permit records for unincorporated UGAs are maintained and administered by the County and urban development is not generally anticipated to occur in unincorporated city UGAs until they are annexed.

The Data Reporting Tools facilitate the collection, organization, and analysis of permitting, platting, and other data from each city and the County. The data are used to calculate and compare actual achieved densities for the reporting period (2016-2021) with planned densities. The Data Reporting

Tools estimate population and employment growth between 2016- 2021 and estimate population and employment growth for the remainder of the 20-year planning period of the current County Comprehensive Plan (2021-2036).

In looking forward to subsequent updates, additional information on planned future capital facilities, regulatory updates, and any previously adopted reasonable measures will be collected to facilitate tracking by the County and cities. Countywide annexations, UGA changes, and zoning map changes are also inventoried for the reporting period (**Appendix A through C**). Data should be collected annually for subsequent Review and Evaluation Periods.

Review and Evaluation of Land Suitable for Development (2021-2036)

The GMA requires Whatcom County and cities to identify land suitable for development or redevelopment and determine whether there is sufficient suitable land to accommodate future growth. This section outlines the steps and methods used to complete this Buildable Lands analysis. The basic steps for cities and UGAs are as follows:

1. **Review Assumptions and Achieved Densities**
2. **Assemble Net Developable Land Inventory**
3. **Estimate Population and Employment Capacity**
4. **Evaluate Land Capacity Sufficiency**

The County and cities entered data and assumptions into spreadsheet-based Suitable Land Tools for each UGA to estimate population and employment capacity, compare that capacity to growth allocations, and evaluate whether land capacity is sufficient to accommodate growth over the remaining portion of the planning period (2021-2036).

If the analysis identifies shortfalls in land capacity, or if recent development has diverged from planning assumptions, targets, and objectives there is an additional requirement to determine if **reasonable measures** are required to improve consistency.

Review Assumptions and Achieved Densities

Several key components of the Buildable Lands analysis rely on developing assumptions and calculating the achieved net density of new residential, commercial, and industrial development in cities and UGAs during the reporting period (2016-2021). Two primary steps in the process are:

- Developing assumptions for occupancy rates and average household sizes (for residential development) and occupancy and square feet per employee rates (for commercial / industrial development).

- Determining achieved densities for residential, commercial, and industrial development completed during the reporting period.

Three technical memos developed for Whatcom County's Review and Evaluation Program document methods used to determine the assumptions used in the analysis. *Technical Memo Comparing Whatcom County Occupancy and Persons Per Household Rates by Housing Type and Owner/Renter Tenure* (City of Bellingham, February 2022) examines the differences between occupancy and persons per household rates for single family and multifamily housing types and for renter-occupied and owner-occupied households. *Whatcom County Review and Evaluation Program Birch Bay Occupancy & Persons per Household Rates* (CAI, June 29, 2021) provides alternative assumptions for the Birch Bay UGA. The City of Bellingham developed a *Technical Memo Estimating Square Feet Per Job for Commercial and Industrial Lands in Whatcom County* (October 20, 2020) that evaluates local space utilization patterns for all UGAs throughout the County. Resulting figures are used to translate built commercial and industrial building area into an estimate of the number of employees that can be accommodated in that area. Based on this analysis, each city and Whatcom County selected the appropriate assumed square feet per employee for commercial and industrial development types. **Exhibit 3** summarizes the assumptions by development type and jurisdiction.

Exhibit 3. Commercial and Industrial Employment Density Estimates in Square Feet per Employee

UGA	Commercial	Industrial
Bellingham	440	660
Birch Bay	532	812
Blaine	531	739
Cherry Point	205	1,779
Columbia Valley	532	812
Everson	800	1,501
Ferndale	580	1,129
Lynden	721	1,037
Nooksack	605	795
Sumas	669	890

Source: Technical Memo Estimating Square Feet Per Job for Commercial and Industrial Lands in Whatcom County, City of Bellingham, October 20, 2020. Whatcom County and cities' Suitable Land Tools.

Once population and employment assumptions have been selected, the next step is to determine the actual density of residential and employment development that occurred during the reporting period (2016-2021) in terms of dwelling units per net acre for residential development and floor area ratios (FAR) for commercial and industrial development. Later, achieved net density data and other planning assumptions are used to convert developable land into future population and employment capacity for UGAs in the Suitable Land Tools.

Assemble Net Developable Land Inventory

The Net Developable Land Inventory for UGAs consists of all land which, as of April 1, 2021, was considered **vacant, partially-used, or underutilized** and which is expected to be available for development and served by infrastructure during the current planning period. **Exhibit 4** details the criteria underlying each of these categories.

Exhibit 4. Criteria for Classifying Developable Land

Category	Parcel Zoning	Criteria for Classification
Vacant	All Residential, Commercial, Industrial	Improvement value less than \$10,000
Partially Used	Single Family	Parcel size greater than three (3) times minimum allowed under zoning. ¹ This may be lowered to between two (2) and three (3) times the minimum allowed under zoning at the discretion of the jurisdiction. Jurisdictions may propose to exclude parcels with current assessed improvement value > 93 rd percentile ² of jurisdiction improvement values if the parcel size is less than five acres.
	Multifamily, Commercial, Industrial	Ratio between improvement value and land value less than 1.0. ³

¹ This threshold accounts for parcels less than three times the minimum size that due to parcel configuration, location of existing development on the site, or other factors are not likely to be divided to their maximum potential.

² The option to exclude parcels with high improvement values is meant to account for large single family parcels with high-end homes that are unlikely to be subdivided. The 93rd percentile threshold was determined by analyzing the distribution of housing values in the County and selecting a reasonable value that could be applied across all jurisdictions.

³ The Department of Commerce's *Buildable Lands Guidelines* (2018) state “. . . When the value of the land is near or higher than the value of the improvement on the land, the property is generally going to be more favorable for redevelopment. . .” (page 34).

Category	Parcel Zoning	Criteria for Classification
		Jurisdictions can identify existing development, such as gas stations or uses that preclude significant development on the site, as fully developed when the ratio of improvement value to land value is less than 1.0. If identified as fully developed, the parcel will be subtracted from the inventory.
Under-Utilized	Single Family	N/A
	Multifamily	Parcels occupied by nonconforming single family residential uses.
	Commercial and Industrial	Parcels occupied by nonconforming residential uses or other nonconforming uses.

The net developable land inventory process for the Review and Evaluation Period included the following steps, described in greater detail in the *Whatcom County Review and Evaluation Program Methodology*:

- **Compile Gross Developable Land Inventory:** Identify parcels zoned for residential and employment development which are considered vacant, partially-used, or underutilized.
- **Deduct Critical Areas and Other Areas with Reduced Development Potential:** Remove the parcels and portions of parcels which are impacted by critical areas or other issues that, it is assumed, will not be developable during the planning period.
- **Deduct Land for Future Public Uses:** Remove any land already planned for future capital facilities and quasi-public uses.
- **Infrastructure Gaps:** Determine if there are infrastructure gaps that would reduce or prevent urban density development on vacant, partially-used, and underutilized lands over the remainder of the planning period. Remove land not likely to be served with the capital facilities needed to support urban density development.
- **Deduct Land for Future Infrastructure and Quasi-Public Uses:** Apply percentage reductions to deduct assumed portions of developable land that will be dedicated to future infrastructure and quasi-public

uses. Future infrastructure deductions are informed by the analysis of 2016-2021 permit data for each jurisdiction.

- **Deduct Market Factor:** Apply a reasonable market factor to account for lands that are not likely to be available for development because of landowner preferences or other reasons not accounted in the previous deduction steps. For the Review and Evaluation Period, Whatcom County and the cities have developed a framework, documented in the *Whatcom County Review and Evaluation Program Methodology* to guide development of suitable market factors specific to the UGAs and land uses by development status. Market factors applied by development type and parcel status, as well as the overall average market factor for each UGA are presented in **Exhibit 5**.

Exhibit 5. Market Factors by UGA, Land Use Category, and Development Status

UGA	Single Family			Multifamily			Commercial			Industrial			Combined
	Vacant	PU	UU	Vacant	PU	UU	Vacant	PU	UU	Vacant	PU	UU	
Bellingham	22%	26%	30%	20%	25%	30%	20%	25%	30%	20%	25%	30%	24%
Birch Bay	17%	27%	27%	15%	27%	27%	17%	27%	27%	N/A	N/A	N/A	20%
Blaine	15%	25%	25%	15%	25%	25%	15%	25%	25%	15%	25%	25%	19%
Cherry Point	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	23%	33%	33%	23%
Columbia Valley	24%	30%	N/A	24%	N/A	30%	24%	N/A	30%	24%	N/A	N/A	24%
Everson	15%	25%	N/A	15%	25%	N/A	15%	25%	25%	15%	25%	25%	19%
Ferndale	15%	25%	25%	15%	25%	25%	15%	25%	25%	15%	25%	25%	20%
Lynden	15%	25%	N/A	15%	25%	25%	15%	25%	25%	15%	25%	25%	20%
Nooksack	15%	25%	N/A	N/A	N/A	N/A	15%	25%	25%	15%	N/A	25%	21%
Sumas	15%	25%	N/A	15%	25%	N/A	15%	N/A	25%	15%	25%	25%	19%

Sources: Whatcom County and Cities' Suitable Land Tools, 2022.

Note: PU refers to partially-used land. UU refers to underutilized land. N/A's indicate a category that has no assumed future development or no developable land capacity within the jurisdiction.

After applying the market factor, the final acreage totals by zoning designation and UGA represent the updated net developable land inventory – the land expected to be available to accommodate future population and employment over the remaining planning period.

Estimate Population and Employment Capacity

In this step, net developable land inventory is converted into population and employment capacity. The final product is an estimate of the number of people and employees that can be accommodated in each UGA on developable land. This process includes the following steps, described in detail in the *Whatcom County Review and Evaluation Program Methodology*:

- **Determine Assumed Future Densities:** Use achieved densities, when available, as the baseline assumed densities for future

development in the UGA over the remaining portion of the current 20- year planning period.

- **Determine Population Capacity:** Apply residential development assumptions, including assumed density, occupancy rate and persons per household to the residential Net Developable Land Inventory to estimate current capacity for new residential development in UGAs.
- **Determine Employment Capacity:** Apply employment development assumptions, including assumed density (FAR), occupancy rate, and employees per square foot to the commercial and industrial net developable land inventory to estimate current capacity for new commercial and industrial development.

Evaluate Land Capacity Sufficiency

The final step is to evaluate whether there is currently enough land capacity in UGAs to accommodate projected growth through the remainder of the current 20-year planning period (2021-2036). This includes the following steps:

- **Compare Population Capacity to Remaining Projected Growth:** Compare the estimated population growth capacity to the remaining projected population growth. Identify any inconsistencies.
- **Compare Employment Capacity to Remaining Projected Growth:** Compare the estimated employment growth capacity to remaining projected employment growth. Identify any inconsistencies.

COUNTYWIDE FINDINGS

Whatcom County contains ten urban growth areas (UGAs). Seven UGAs represent future annexation areas for corresponding cities and three are standalone, non-city UGAs (Cherry Point, Columbia Valley, and Birch Bay). Whatcom County as a whole is projected to have 275,450 residents and 120,284 employees by 2036. Whatcom County UGAs have projected growth allocations of 50,811 for population and 29,436 for employment between 2016 and 2036 (**Exhibit 1** and **Exhibit 2**).

Based on data collected by the cities and the County in the Data Reporting Tools for building permits that received final approval between April 1, 2016 and April 1, 2021 and occupancy, persons per household and square feet per employee assumptions, new construction in Whatcom County and the cities accommodated an estimated 14,496 people (84% within UGAs) and 5,539 employees (94% within UGAs) in this five year period (**Exhibit 6** and **Exhibit 7**).

The Washington State Office of Financial Management (OFM) estimates that Whatcom County population grew by 13,631 between April 1, 2016 and April 1, 2021. This total would have been higher if not for the COVID 19 pandemic, which resulted in out-of-county higher education students returning home to engage in on-line classes. OFM estimates that changes in housing occupancy rates and household size in existing 2016 housing stock account for 14% of total growth in countywide household population between 2016 and 2021.

The *Buildable Lands Report 2022* uses the 2036 population projections that were adopted in the 2016 city and County comprehensive plans. The estimated growth from building permits, as compiled in the Data Reporting Tools by the cities and the County, is similar to the growth estimated by OFM (2016-2021) as shown below.

	County-wide Population Growth (2016-2021)	County-wide Pro-rated Population Growth (2016- 2036)	Growth to Accommodate (2021-2036)
Based on information from the Data Reporting Tools	14,496	60,565	46,069

Based upon OFM estimates	13,631	60,565	46,934
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This Buildable Lands Report uses the population growth estimate (2016-2021) from the Data Reporting Tools, which means that Whatcom County and the cities have an estimated 46,069 more people and 26,640 more employees to accommodate between 2021 and 2036 (**Exhibit 6** and **Exhibit 7**).

For the Review and Evaluation Period of 2016-2021, Whatcom County and the cities permitted a total of 6,729 net new housing units (**Exhibit 8**). Of these, 84% were permitted within the UGAs, and 16% were outside the UGAs. On average, the number of net new housing units permitted and built was 1,346 per year for the County as a whole. With 22,1161 additional housing units needed to accommodate projected population growth from 2021 through 2036, and based on UGA-specific occupancy and density assumptions, the cities and County will need to increase the average annual housing production to 1,474 units per year from 2021-2036 (**Exhibit 9**). This represents an increase of around 9.5% over the 2016-2021 production rate.

From 2016-2021 Whatcom County and the cities also developed a total of 4.0 million square feet of built area on 1,303 commercial and industrial acres supporting an estimated 5,539 jobs (**Exhibit 7** and **Exhibit 10**). UGAs accommodated 95% of the built square footage and 94% of the estimated jobs on 39% of the developed acres. Non-UGA areas accommodated 5% of the built square footage and 6% of the estimated jobs on 61% of the developed acres. Commercial development comprised 84% of this developed acreage for the period 2016-2021, with industrial development comprising 16%. When considering these numbers, it should be noted that some commercial building in the Non-UGAs occurs on rather large parcels where large areas of the lot remain undeveloped. On a countywide basis, commercial development averaged 0.05 floor-area ratio (FAR - a ratio of built square footage to net parcel land area), while industrial development averaged 0.07 FAR.

Between 2016 and 2021, the cities and the Columbia Valley UGA have achieved densities greater than planned for residential uses, while the Birch Bay UGA has not (**Exhibit 11**). These achieved densities ranged from 4.4 to 11.5 dwelling units per net acre for residential uses in incorporated areas and averaged one dwelling unit per 3.7 acres for Non-UGA areas. The unincorporated portions of city UGAs generally lag planned urban densities for their corresponding cities or did not experience residential development during the five-year review period. This is likely due to these as-yet unannexed areas lacking urban zoning and/or infrastructure. These

unincorporated areas serve as urban growth potential for future growth after annexation, when city zoning is adopted and public water and sewer provided.

Four cities have planned densities for commercial development within their incorporated UGAs – Blaine, Everson, Nooksack, and Sumas (**Exhibit 11**). Blaine and Nooksack have achieved densities that are lagging the planned densities for the 2016-2021 period. Everson exceeded its planned commercial density, while Sumas did not have any commercial development in the five-year review period. Whatcom County has not adopted planned densities for commercial uses in its city UGAs, non-city UGAs, nor its Non-UGA areas.

The same four cities also have planned densities for industrial development within their incorporated UGAs (**Exhibit 11**). Blaine is lagging the planned densities for the 2016-2021 period. Sumas has exceeded its planned industrial density, while Everson and Nooksack did not have any industrial development in the five-year review period. Whatcom County has not adopted planned densities for industrial uses in its city-UGAs, non-city UGAs, nor its Non-UGA areas.

The UGAs in Whatcom County have estimated net land capacity for population growth of 73,075 for the remainder of the 20-year planning period from 2021 to 2036, indicating an estimated population capacity surplus of 34,385 (**Exhibit 12**).

The UGAs in Whatcom County have estimated net land capacity for employment growth of 41,057 for the remainder of the 20-year planning period from 2021 to 2036, indicating an estimated employment capacity surplus of 16,841 (**Exhibit 13**).

On a countywide basis, surplus capacity exists to accommodate both remaining projected population and employment growth for the rest of the 20-year planning period through 2036. In addition, planned residential densities in the cities are being achieved.

Population & Employment Growth

Data collected for the Review and Evaluation Period from 2016-2021 indicate that new construction in Whatcom County and the cities accommodated 14,496 people, or about 24% of its 2016-2036 growth projection of 60,565 for the 20-year planning period (**Exhibit 6**). About 43% of this growth occurred in the City of Bellingham and almost 84% occurred within the urban growth areas (UGAs) of the County.

The remaining projected population growth for the County from 2021-2036 is 46,069. Of this, the Bellingham UGA is allocated 45%, the Ferndale UGA,

8%, the Lynden UGA, 8%; and the Blaine UGA, 7%. Approximately 16% of remaining projected population growth is to be accommodated in non UGA-areas of the County for the remainder of the 20-year planning period.

Exhibit 6. Population Growth Estimates and Projected Growth, 2016-2036

UGA	2016-2021 Population Growth Estimate			2016-2036 Population Growth Projection	2021-2036 Remaining Population Growth to Accommodate
	City	County	Total		
Bellingham	6,202	78	6,280	27,000	20,720
Birch Bay	N/A	389	389	4,593	4,204
Blaine	501	50	551	3,838	3,287
Cherry Point	N/A	0	0	0	0
Columbia Valley	N/A	271	271	1,170	899
Everson	317	0	317	1,080	763
Ferndale	2,273	8	2,281	5,942	3,661
Lynden	1,665	3	1,668	5,568	3,900
Nooksack	174	0	174	861	687
Sumas	190	0	190	760	570
UGA Total	11,322	799	12,121	50,812	38,690
Non-UGA	N/A	2,375	2,375	9,754	7,379
Total	11,322	3,174	14,496	60,566	46,069

Sources: Whatcom County and Cities' Data Reporting Tools, 2022; Community Attributes, Inc., 2021.

Data collected for the 2016-2021 Review and Evaluation Period indicate that new construction in Whatcom County and the cities accommodated 5,539 jobs, or about 17% of its 2016-2036 growth projection of 32,179 for the 20-year planning period (**Exhibit 7**). Approximately 56% of this growth occurred within the Bellingham UGA, while most of the remaining employment growth occurred in the Ferndale, Lynden, and Blaine UGAs. Almost 94% occurred within the UGAs.

The remaining projected employment growth for the County from 2021-2036 is 26,640. Of this, the Bellingham UGA is allocated 62%; the Ferndale UGA, 9%, the Blaine UGA, 6%, and the Lynden UGA, 5%. Approximately 9% of remaining projected employment growth is to be accommodated in Non-UGA areas of the County for the remainder of the 20-year planning period.

Exhibit 7. Employment Growth Estimates and Projected Growth, 2016-2036

UGA	2016-2021 Employment Growth Estimate			2016-2036 Employment Growth Projection	2021-2036 Remaining Employment Growth to Accommodate
	City	County	Total		
Bellingham	2,613	495	3,108	19,688	16,580
Birch Bay	N/A	55	55	474	419
Blaine	245	0	245	1,823	1,578
Cherry Point*	N/A	(141)	(141)	735	876
Columbia Valley	N/A	11	11	312	301
Everson	13	3	16	523	507
Ferndale	1,132	59	1,191	3,478	2,287
Lynden	622	0	622	1,876	1,254
Nooksack	8	0	8	100	92
Sumas	65	0	65	387	322
UGA Total	4,698	482	5,180	29,396	24,216
Non-UGA	N/A	359	359	2,783	2,424
Total	4,698	841	5,539	32,179	26,640

Sources: Whatcom County and Cities' Data Reporting Tools, 2022; Community Attributes, Inc., 2021.

* Employment for Cherry Point is estimated through supplemental analysis provided to Whatcom County by Western Washington University (Employment at Cherry Point, June 2021), as permit data for this UGA do not accurately reflect employment growth trends. Cherry Point UGA employment declined between 2016 and 2021 because of job losses associated with the Alcoa (Intalco) shutdown.

Development Activity

The Review and Evaluation Program tracks both residential and nonresidential development, as well as the distribution of development between urban and rural areas. This analysis tracks housing production to compare against planned growth and the necessary growth rates in terms of housing units to achieve those targets. It also tracks commercial and industrial land developed, building square footage, and development expressed as a floor-to-area ratio (FAR - a ratio of built square footage to net parcel land area).

Residential Development

For the Review and Evaluation Period of April 1, 2016 through March 31, 2021, the cities and the County permitted a total of 6,729 housing units inside and outside its UGAs (**Exhibit 8**). Of these units, 84% were permitted within the UGAs, and 16% were permitted outside the UGAs.

Exhibit 8. Net Housing Units Permitted, Rural and Urban Areas Countywide, 2016-2021

	2016*	2017	2018	2019	2020	2021**	Total
UGAs	851	1,074	946	1,041	1,140	531	5,686
Area Outside UGAs	135	198	215	238	215	42	1,043
Total	986	1,272	1,161	1,279	1,355	573	6,729
UGA Share	86%	84%	81%	81%	84%	93%	84%
Outside UGAs Share	14%	16%	19%	19%	16%	7%	16%

Sources: Whatcom County and Cities, 2022; Community Attributes, Inc., 2021.

* 2016 captures net housing units permitted between April 1, 2016 and December 31, 2016.

** 2021 captures net housing units permitted between January 1, 2021 and March 31, 2021.

Of these new units, almost 48% were permitted and built in the Bellingham UGA (3,219 from 2016-2021), while almost 37% were permitted and built in all other UGAs combined (2,467 units from 2016-2021). The remaining 1,043 units were constructed outside UGAs (**Exhibit 9**).

On average, the number of net new housing units permitted and built was 1,346 per year for the County as a whole (UGA plus Non-UGA areas) for the 2016-2021 Review and Evaluation Period. With 22,116 additional housing units needed to accommodate projected population growth through 2036, and based on the current distribution of single family and multifamily development and UGA specific occupancy and density assumptions, the cities and the County will need to increase average annual housing production to 1,474 units per year from 2021-2036. This represents an increase of around 9.5% over the 2016-2021 production rate.

Relatively small increases in production rates will be needed for the Bellingham, Nooksack, and Columbia Valley UGAs. The Birch Bay and Blaine UGAs will have to substantially increase their housing production rates to meet their population allocation targets. Specifically, housing production in the Birch Bay UGA will need to increase from an average of 46 new units per year in 2016-2021 to 164 units per year for the remainder of the planning period 2021-2036. Housing production in the Blaine UGA will need to increase from 53 to 105 for the remainder of the planning period 2021-2036.

**Exhibit 9. Annual Housing Production Necessary to Accommodate Growth
Allocations by UGA and Non-UGA Areas, 2021-2036**

UGA	Net New Units (2016-2021)	Average Net New Units Per Year (2016-2021)	Additional Housing Units Needed by 2036	Average Net New Units per Year Needed (2021-2036)
Bellingham	3,219	644	10,620	708
Birch Bay	228	46	2,462	164
Blaine	263	53	1,569	105
Cherry Point	0	0	0	0
Columbia Valley	106	21	352	23
Everson	108	22	260	17
Ferndale	893	179	1,433	96
Lynden	730	146	1,707	114
Nooksack	58	12	230	15
Sumas	81	16	242	16
UGA Total	5,686	1,137	18,875	1,258
Non-UGA	1,043	209	3,241	216
County Total	6,729	1,346	22,116	1,474

Sources: Whatcom County and Cities, 2022; Community Attributes, Inc., 2022.

Commercial & Industrial Development

For the Review and Evaluation Period (April 1, 2016 through March 31, 2021), a total of 4.0 million square feet was constructed on 1,303 commercial and industrial acres supporting an estimated 5,539 jobs inside and outside its urban growth areas (**Exhibit 7** and **Exhibit 10**). UGAs accommodated almost 95%% of the built square footage and 94% of the estimated jobs on approximately 39% of the developed acres. Non-UGA areas accommodated approximately 5% of the built square footage and 6% of the jobs on 61% of the acres. When considering these numbers, it should be noted that some commercial building in the Non-UGAs occurred on rather large parcels where large areas of the lot remain undeveloped.

On a countywide basis, commercial development comprised 84% of this developed acreage for the period 2016-2021, with industrial development comprising 16%. Overall, commercial development averaged 0.05 FAR, while industrial development averaged 0.07 FAR. Within UGAs, commercial development averaged 0.16 FAR, while industrial development averaged 0.17 FAR.

Exhibit 10. Countywide Nonresidential Development by UGA, 2016-2021

UGA	Commercial			Industrial			Total		
	Net Acres	Building Sq Ft	FAR	Net Acres	Building Sq Ft	FAR	Net Acres	Building Sq Ft	FAR
Bellingham									
City	110.8	1,174,506	0.24	43.8	466,871	0.24	154.6	1,641,377	0.24
County	16.6	184,246	0.26	5.3	67,200	0.29	21.8	251,446	0.26
UGA Total	127.4	1,358,752	0.24	49.0	534,071	0.25	176.4	1,892,823	0.25
Birch Bay	11.9	30,628	0.06	0.0	0	0.00	11.9	30,628	0.06
Blaine									
City	6.6	116,580	0.41	0.0	0	0.00	6.6	116,580	0.41
County	0.0	0	0.00	0.0	0	0.00	0.0	0	0.00
UGA Total	6.6	116,580	0.41	0.0	0	0.00	6.6	116,580	0.41
Cherry Point	0.0	0	0.00	16.8	80,551	0.11	16.8	80,551	0.11
Columbia Valley	2.7	6,364	0.05	0.0	0	0.00	2.7	6,364	0.05
Everson									
City	0.9	10,825	0.26	0.0	0	0.00	0.9	10,825	0.26
County	0.0	0	0.00	16.1	5,400	0.01	16.1	5,400	0.01
UGA Total	0.9	10,825	0.26	16.1	5,400	0.01	17.0	16,225	0.02
Ferndale									
City	130.5	531,565	0.09	47.9	413,301	0.20	178.4	944,866	0.12
County	0.0	0	0.00	7.6	70,214	0.21	7.6	70,214	0.21
UGA Total	130.5	531,565	0.09	55.5	483,515	0.20	186.0	1,015,081	0.13
Lynden									
City	37.3	190,276	0.12	35.4	405,818	0.26	72.8	596,094	0.19
County	0.0	0	0.00	0.0	0	0.00	0.0	0	0.00
UGA Total	37.3	190,276	0.12	35.4	405,818	0.26	72.8	596,094	0.19
Nooksack									
City	0.8	4,925	0.14	0.0	0	0.00	0.8	4,925	0.14
County	0.0	0	0.00	0.0	0	0.00	0.0	0	0.00
UGA Total	0.8	4,925	0.14	0.0	0	0.00	0.8	4,925	0.14
Sumas									
City	0.0	0	0.00	11.2	60,549	0.12	11.2	60,549	0.12
County	0.0	0	0.00	0.0	0	0.00	0.0	0	0.00
UGA Total	0.0	0	0.00	11.2	60,549	0.12	11.2	60,549	0.12
UGA Total	318.2	2,249,915	0.16	183.9	1,569,904	0.20	502.1	3,819,820	0.17
Non-UGA*	777.9	201,601	0.01	23.1	16,920	0.02	801.0	218,521	0.01
County Total	1,096.1	2,451,517	0.05	207.0	1,586,824	0.18	1,303.1	4,038,341	0.07

Sources: Whatcom County and Cities' Data Reporting Tools, 2022; Community Attributes, Inc., 2021.

* Non-UGA acreage is gross acres, rather than net acres.

Planned and Achieved Densities

The jurisdictions entered permit information into their respective Data Reporting Tools, which calculated the achieved densities (2016-2021). The cities all achieved greater-than-planned residential densities as articulated in their planning and zoning policies and regulations. The cities of Bellingham, Ferndale, Lynden, and Sumas significantly outperformed their planned residential densities for the period.

In the corresponding unincorporated portions of UGAs of Bellingham, Ferndale and Lynden achieved residential densities generally lag planned densities. The unincorporated portions of the Everson, Nooksack, and Sumas UGAs did not experience any residential development between 2016 and 2021. This is largely because these as-yet unannexed areas lack urban zoning and/or infrastructure. The unincorporated areas serve as urban growth potential for future growth after annexation, when city zoning is adopted and public water and sewer provided. For non-city UGAs, residential development in the Columbia Valley UGA exceeded the planned density while residential development in the Birch Bay UGA did not.

Many cities in Whatcom County do not yet have planned commercial or industrial densities. However, several cities have such planned densities. Blaine and Nooksack achieved densities lagged planned densities. Development in Everson and Sumas exceeded planned densities between 2016 and 2021.

Exhibit 11. Planned and Achieved Densities by Jurisdiction

UGA	Residential			Commercial			Industrial		
	Planned Density (units/ac)	Achieved Density 2016-2021 (units/ac)	Difference	Planned Density (FAR)	Achieved Density 2016-2021 (FAR)	Difference	Planned Density (FAR)	Achieved Density 2016-2021 (FAR)	Difference
Bellingham									
City	7.2	11.5	4.3	N/A	0.22	N/A	N/A	0.24	N/A
County	6.0	1.3	(4.7)	N/A	0.26	N/A	N/A	0.29	N/A
Birch Bay	5.0	4.5	(0.5)	N/A	0.06	N/A	N/A	0.00	N/A
Blaine									
City	4.3	4.4	0.2	0.80	0.31	(0.49)	0.89	0.30	(0.59)
County	4.0	4.7	0.7	N/A	0.00	N/A	N/A	0.00	N/A
Cherry Point	N/A	0.0	N/A	N/A	0.00	N/A	N/A	0.11	N/A
Columbia Valley	4.0	4.9	0.9	N/A	0.05	N/A	N/A	0.00	N/A
Everson									
City	4.0	4.8	0.8	0.20	0.26	0.06	0.30	0.00	N/A
County	4.0	0.0	N/A	N/A	0.00	N/A	N/A	0.01	N/A
Ferndale									
City	4.0	6.4	2.4	N/A	0.09	N/A	N/A	0.20	N/A
County	6.0	0.3	(5.7)	N/A	0.00	N/A	N/A	0.21	N/A
Lynden									
City	5.0	7.1	2.1	NA	0.12	N/A	NA	0.26	N/A
County	6.0	1.7	(4.3)	N/A	0.00	N/A	N/A	0.00	N/A
Nooksack									
City	4.4	5.1	0.7	0.25	0.14	(0.11)	0.10	0.00	N/A
County	4.0	0.0	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Sumas									
City	4.9	7.5	2.7	0.22	0.00	N/A	0.11	0.12	0.01
County	4.0	0.0	N/A	N/A	0.00	N/A	N/A	0.00	N/A
Non-UGA Areas	N/A	3.7	N/A	N/A	0.01	N/A	N/A	0.02	N/A

Sources: Whatcom County and Cities' Data Reporting Tools, 2022; Community Attributes, Inc., 2022.

Note: An N/A in the Planned Density columns indicates that the jurisdiction does not have an adopted planned density for the specific development type. An N/A in the Difference columns indicates that the difference between planned and achieved densities cannot be calculated because no planned density is available. The achieved density for the Non-UGA Areas is acres per dwelling unit.

Land Suitable for Development

An analysis of the developable lands inventory by UGA, deducting critical areas, future public uses, quasi-public uses, infrastructure gaps, and an assumed market factor, provides an estimate of land capacity for population and employment growth. Applying densities, occupancy rates, and other population and employment assumptions, the developable lands inventory results in an estimate of population and employment capacity to compare to the remaining population to accommodate.

Development data show that UGAs accommodated population growth of approximately 12,121 persons for the Review and Evaluation Period of 2016-

2021. The remaining forecast population growth to be accommodated for the rest of the 20-year planning period ending in 2036 is 38,690 for all UGAs (**Exhibit 6**). Based on an analysis of developable residential land capacity for the UGAs, additional population (housing) growth capacity exists to accommodate 73,075 for the period – a surplus of 34,385, or 17% beyond what is necessary (**Exhibit 12**).

While individual UGA population growth capacity surpluses range from 9% in Bellingham to 84% in Blaine, Birch Bay has a 10% deficit in capacity.

Exhibit 12. Whatcom County Population Growth Capacity and Allocations by UGA, 2021-2036

UGA	2016-2036 Population Growth Allocation	2036 Total Population Allocation	2036 Population Allocation Share	2016-2021 Population Growth Estimate	2021-2036 Remaining Population Growth	2021-2036 Population Capacity	Surplus (Deficit)	Surplus Percent
Bellingham	27,000	123,710	45%	6,280	20,720	31,392	10,672	9%
Birch Bay	4,593	12,822	5%	389	4,204	2,950	(1,254)	(10%)
Blaine	3,838	9,585	3%	551	3,287	11,324	8,037	84%
Cherry Point	0	43	0%	0	0	0	0	0%
Columbia Valley	1,170	4,448	2%	271	899	2,167	1,268	29%
Everson	1,080	3,907	1%	317	763	3,634	2,871	73%
Ferndale	5,942	19,591	7%	2,281	3,661	10,786	7,125	36%
Lynden	5,568	19,275	7%	1,668	3,900	8,467	4,567	24%
Nooksack	861	2,425	1%	174	687	1,283	596	25%
Sumas	760	2,323	1%	190	570	1,073	503	22%
UGA Total	50,812	198,129	72%	12,121	38,690	73,075	34,385	17%

Sources: Whatcom County and Cities, 2022; Community Attributes, Inc., 2021.

For Non-UGAs (areas outside UGAs), the *Whatcom County Comprehensive Plan's* pro-rated population growth allocation for 2016-2036 equates to 9,754 more people (**Exhibit 1**). Based upon building permits and assumptions in the Data Reporting Tool, it is estimated that new development in the Non-UGAs accommodated about 2,375 people between 2016 and 2021. Therefore, these areas would need to accommodate about 7,379 more people over the remainder of the planning period from 2021-2036 (**Exhibit 6**). The County estimates that land outside UGAs can accommodate in excess of 14,000 additional dwelling units. This is more than enough capacity to accommodate population growth in these areas.

Both UGAs, which include cities, and Non-UGAs have sufficient capacity to accommodate projected population growth over the remaining portion of the planning period through the year 2036. Therefore, there is sufficient suitable land capacity to accommodate the countywide population projection set forth in the *Whatcom County Comprehensive Plan*.

UGAs accommodated estimated employment growth of approximately 5,180 jobs from 2016-2021. The remaining forecast employment growth to be accommodated for the rest of the 20-year planning period ending in 2036 is 24,216 for all UGAs (**Exhibit 7**). Based on an analysis of developable commercial and industrial land capacity for UGAs, additional employment growth capacity exists to accommodate 41,057 more jobs for the period – a surplus of 16,841, or 16% beyond what is necessary (**Exhibit 13**).

Individual UGA employment growth surpluses ranged from 3% in Bellingham to 136% in Blaine. No UGA has a deficit in capacity to accommodate employment growth for the remainder of the planning period (2021-2036).

Exhibit 13. Whatcom County Employment Growth Capacity and Allocations by UGA, 2021-2036

UGA	2016-2036 Employment Growth Allocation	2036 Total Employment Allocation	2036 Employment Allocation Share	2016-2021 Employment Growth Estimate	2021-2036 Remaining Employment Growth	2021-2036 Employment Capacity	Surplus (Deficit)	Surplus Percent
Bellingham	19,688	75,000	62%	3,108	16,580	18,671	2,090	3%
Birch Bay	474	1,140	1%	55	419	573	154	13%
Blaine	1,823	5,159	4%	245	1,578	8,570	6,992	136%
Cherry Point*	735	2,883	2%	(141)	876	2,613	1,737	60%
Columbia Valley	312	444	0%	11	301	420	119	27%
Everson	523	1,312	1%	16	507	1,575	1,068	81%
Ferndale	3,478	9,372	8%	1,191	2,287	3,484	1,197	13%
Lynden	1,876	7,103	6%	622	1,254	4,038	2,785	39%
Nooksack	100	369	0%	8	92	355	263	71%
Sumas	387	1,145	1%	65	322	758	436	38%
UGA Total	29,396	103,927	86%	5,180	24,216	41,057	16,841	16%

Sources: Whatcom County and Cities, 2022; Community Attributes, Inc., 2021.

*Cherry Point UGA employment estimates were developed by Western Washington University (Employment at Cherry Point, June 2021). The timeframe for the estimated employment growth, and employment growth allocation for Cherry Point is 2017-2021 and 2017-2036 to coordinate with the timeframe for the employment growth estimate. Complete data was not available for 2016 for the Cherry Point UGA.

Inconsistencies and Reasonable Measures

On a countywide basis, **surplus capacity exists to accommodate both remaining projected population and employment growth for the rest of the 20-year planning period through 2036**. In addition, planned residential densities in the cities are being achieved.

When planned densities are not being achieved, there is not sufficient capacity to accommodate remaining projected population or employment growth, or development patterns are not occurring as planned, Whatcom County and the cities will need to determine if reasonable measures are necessary to address the issue.

Reasonable measures should, if necessary, be selected by the jurisdiction based on the nature of the inconsistency that has occurred. The measures should be reasonably likely to increase consistency during the succeeding review and evaluation period. Once selected, reasonable measures must be adopted, as applicable, into individual County and city comprehensive plans and/or implementing regulations.

A list of potential reasonable measures that jurisdictions may consider, if needed, are documented in the *Whatcom County Review and Evaluation Program Methodology, Appendix A*. The Jurisdiction Profiles address whether reasonable measures may be needed for individual UGAs.

JURISDICTION PROFILES

This section provides detailed data and analysis on achieved and assumed future densities, as well as summaries of developable land capacity and growth capacity, by jurisdiction. Whatcom County contains ten UGAs – seven city UGAs, and three non-City UGAs (Birch Bay, Cherry Point, and Columbia Valley) – that are described in this section.

In accordance with RCW 36.70A.215(3)(e) and the *Whatcom County Review and Evaluation Program Methodology*, the Buildable Lands Report will typically use achieved densities (as measured for the Review and Evaluation period, 2016-2021) as a basis for the assumed densities for future development in the UGA over the remaining portion of the current 20-year planning period (2021-2036). If there is little or no data on achieved densities, or the achieved densities are clearly not reflective of future development that is anticipated in the UGA then, based on a review of achieved densities in comparable areas and other analysis, the local jurisdiction has developed assumptions for future development densities in the UGA.

1. Bellingham UGA

The Bellingham Urban Growth Area is the largest in Whatcom County, projected to encompass 123,710 residents and 75,000 employees by 2036. The UGA has growth allocations of 27,000 new residents and 19,688 new jobs between 2016 and 2036 (**Exhibit 1** and **Exhibit 2**).

Achieved Growth 2016-2021

Based on permit data collected between 2016 and 2021 and occupancy, persons per household, and square feet per employee assumptions, new construction in the Bellingham UGA accommodated an estimated 6,278 new residents (99% within the City of Bellingham) and 3,108 new jobs (84% within the City of Bellingham) (**Exhibit 6** and **Exhibit 7**).

Bellingham's residential growth over the past five years has occurred at higher-than-expected densities achieving an overall density of 11.5 units per acre. The *Whatcom County Land Capacity Analysis Report* referenced in the *2016 City of Bellingham Comprehensive plan* (Land Use Chapter page 31) assumed future residential growth would average 7.2 units per acre. The achieved density within the incorporated portions of the UGA falls within the planned densities of 6.0 to 24.0

units per acre adopted in the *Whatcom County Comprehensive Plan* for the City of Bellingham (**Exhibit 11**).

Development in the unincorporated portions of the Bellingham UGA achieved a residential density of 1.3 units per acre (**Exhibit 11**). This density lags planned urban densities for the City of Bellingham and is likely due to these as-yet unannexed areas lacking city zoning and complete infrastructure; instead, the unincorporated areas serve as urban growth potential for future growth after annexation, when city zoning is adopted and public water and sewer provided.

Neither the City of Bellingham or Whatcom County have adopted planned densities for commercial or industrial uses. Between 2016 and 2021, incorporated areas of the UGA achieved a commercial Floor-Area-Ratio (FAR) of 0.22, and an industrial FAR of 0.24. The unincorporated areas within the Bellingham UGA achieved slightly higher FARs of 0.26 and 0.29 for commercial and industrial uses respectively (**Exhibit 11**).

Population Capacity 2021-2036

Based on achieved densities and regulatory changes adopted since 2016, the forward-looking evaluation of land suitable for development that estimates the growth capacity on remaining buildable lands is assuming an overall residential density of 11.2 units per acre on vacant, partially used, and underutilized lands. This aligns well with the 11.5 units per acre overall achieved density for residential development from 2016 to 2021.

City of Bellingham planners are assuming future densities ranging between 0.2 units per acre and 14.5 units per acre for single-family zones, depending on the specific zone (Zones in Bellingham's unincorporated UGA with a density of 0.2 units per acre or one dwelling per five acres are located within the Lake Whatcom Watershed and were adopted by Whatcom County for the purpose of water quality protection). Future density assumptions range between 4.0 and 69.7 units per acre for zones allowing multifamily uses (**Exhibit 14**).

The results of the analysis show the Bellingham UGA has estimated net land capacity for residential development (population growth) of 752.98 acres (**Exhibit 15**). When combined with pending projects in the development pipeline and in approved

master plans these buildable lands have a total estimated occupied unit capacity of 15,531 dwelling units. Based on persons per household assumptions, these dwelling units can accommodate an estimated 31,392 new residents indicating an estimated population capacity surplus of 10,672 people (**Exhibit 16**).

Housing Needs by Type

The Whatcom County Comprehensive Plan (Chapter 3- Housing, Chart 3 – Estimated Dwelling Units Needed, page 3-8) indicates Bellingham has a need for 5,171 single-family, 9,507 multi-family, and 1,410 other (group housing) new dwelling units during the 2013-2036 planning period.

- During the period April 1, 2013 to March 31, 2016 Bellingham completed final inspections on permits for 372 single-family and 797 multi-family housing units.
- During the period April 1, 2016 to March 31, 2021 Bellingham completed final inspections on permits for 794 new single-family and 2,393 new multi-family housing units (including 537 student housing and memory-care group housing units that would fall under the “other” category in the County housing needs chart).

- The forward-looking evaluation of land suitable for development component of Bellingham’s Buildable Lands Analysis shows that the City and unincorporated UGA have an estimated 2021-2036 capacity for an additional 4,200 single-family and 11,863 multi-family housing units (**Exhibit 16**).

Combining the 2013-2016 and 2016-2021 built totals with the estimated 2021-2036 capacity results in an overall capacity of 5,366 single-family and 15,053 multi-family housing units plus 537 completed units in the “other” category. The combined single-family totals exceed the estimated need by 4% or 195 housing units (5,366 – 5,171). The combined multi-family totals exceed the estimated need by 58% or 5,546 housing units (15,053 – 9,507). And the combined overall total (single-family, multi-family, and other) exceeds the estimated need by 30% or 4,868 housing units (20,956 – 16,088). These capacities are sufficient to accommodate the dwelling units needed in the planning period as established in the *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3).

Employment Capacity 2021-2036

Based on achieved densities and regulatory changes adopted since 2016, City of Bellingham planners are assuming future commercial FARs ranging between 0.25 and 3.50, depending on the specific zone. Assumed future industrial FARs range between 0.25 and 0.40 (**Exhibit 17**).

The results of the evaluation of land suitable for development show the Bellingham UGA has estimated net land capacity for employment growth of 377.6 acres (**Exhibit 18**). When combined with pending projects in the development pipeline and in approved master plans these buildable lands have a total estimated occupied commercial and industrial capacity of 9.8 million square feet. Based on square feet per employee assumptions, this employment space can accommodate an estimated 18,671 jobs indicating an estimated employment capacity surplus of 2,091 jobs (**Exhibit 19**).

Analysis of Comprehensive Plan Objectives and Reasonable Measures

Over the past five years Bellingham has worked hard to implement the goals adopted in the 2016 Comprehensive Plan. As described below in the Regulatory Changes section, new development rules for land division, multi-family housing, and infill toolkit (middle) housing have expanded capacity significantly. And as documented in this report Bellingham is meeting or exceeding the development assumptions in the county-wide planning policies and the comprehensive plan. To that end, and as stated in section 5.2 of the *Whatcom County Review and Evaluation Program Methodology*, no reasonable measures are required. There is still much work to do though around housing. Like other communities in Washington and across the nation the supply of housing that is affordable to most households is small and getting smaller. Through the Home Fund Bellingham is investing over \$60 million to build new and preserve existing affordable housing (over 700 units 2012-2022). The City also spends over \$2 million annually in federal grant dollars to provide housing, services, and rental assistance to our community's most vulnerable members. Current work program initiatives like the manufactured home park overlay zone and funding to study inclusionary zoning also

aim to preserve and expand the supply of affordable housing. Work on the 2025 Comprehensive Plan will begin in 2023 and will include a community-wide conversation around housing affordability. These efforts will be guided by the Department of Commerce recommendations for compliance with House Bill 1220 instructing local governments to “plan and accommodate” housing affordable to all income levels. Through this plan update the City will work to further develop goals and policies for preserving existing affordable housing and to carefully manage the remaining buildable land supply to prioritize housing that is affordable to the full range of Bellingham's residents.

Analysis by Zoning Category

The following section provides details for each of Bellingham's general zoning categories of the residential densities assumed in 2016, those achieved 2016 to 2021, and those used in the forward-looking evaluation of land suitable for development that estimates the growth capacity on remaining buildable lands from 2021 to 2036.

Single family residential zones in Bellingham accommodated 566 single family and 321 multi family units for a total of 886 units and an overall achieved density of 5.3 units per acre compared to an assumed density of 4.7 units

per acre. There are 19 unique single family zones, of which 15 had growth over the past five years. Nine experienced higher than expected levels of development accommodating 160% of the growth assumed for them. Six zones fell short accommodating about 90% of assumed growth. Overall single family zones accommodated 114% of assumed growth.

Multi family residential zones accommodated 748 multi family and 149 single family units for a total of 897 units and an overall achieved density of 22.9 units per acre compared to an assumed density of 17.7 units per acre. There are 34 unique multi family zones, of which 17 had growth over the past five years. Nine experienced higher than expected levels of development accommodating 263% of the growth assumed for them. Eight zones fell short accommodating about 91% of assumed growth. Overall multi family zones accommodated 130% of assumed growth.

Commercial zones allowing and encouraging residential uses accommodated 671 multi family units for an achieved density of 20.7 units per acre compared to an assumed density of 17.8 units per acre. There are seven unique commercial zones, of which two had residential growth over the past five years. Both zones experienced higher than expected levels of development accommodating 116% of the growth assumed for them. For commercial

zones allowing and encouraging residential uses the analysis continues the use of 2,500 square feet per multi family unit (Municipal Code does not specify a density) as a realistic value given the densities achieved in recent projects in these zones.

Commercial/Industrial/Residential Multi zones accommodated 154 single family and 93 multi family units for an overall achieved density of 13.1 units per acre compared to an assumed density of 7.5 units per acre. There are two unique Com/Ind/RM zones, one of which experienced residential growth over the past five years. This zone experienced higher than expected levels of development accommodating 176% of the growth assumed for it.

Urban Village zones accommodated 5 single family and 524 multi family units for an overall achieved density of 58.9 units per acre compared to an assumed density of 41.4 units per acre. There are 13 unique urban village zones, 11 of which experienced residential growth over the past five years. Ten experienced higher than expected levels of development accommodating 175% of the growth assumed for them. One zone fell short accommodating 89% of assumed growth. Overall urban village zones accommodated 142% of assumed growth. For urban village zones the analysis uses density values keyed to the floor area ratios (FARs) specified in the

Municipal Code for each urban village land use area. A table included in the evaluation of land suitable for development worksheet documents the assumptions that model allocation of building square footage to non-residential uses, parking, hallway/mechanical spaces, and residential units to translate each FAR value into a specific units per acre density. These model assumptions are based on densities achieved by recent projects in each of the urban villages.

Background Details

The following section highlights details specific to Bellingham's application of the *Whatcom County Review and Evaluation Program Methodology* in the analysis of buildable lands. It includes the rates used to estimate population and employment, discussions of regulatory changes since 2016 that affect development capacity, infrastructure and future public uses, environmental constraints, market factors, and lands in Washington State ownership excluded from the capacity analysis.

Population and Employment Assumptions

The housing occupancy rate and persons per household assumptions for the Bellingham UGA are based on current values from the Washington State Office of Financial

Management (OFM) and are specific to Bellingham. The employment occupancy rate and jobs per square foot assumptions are based on Washington State Employment Security and Whatcom County Assessor's data as explained in Section 4.1 of the *Whatcom County Review and Evaluation Program Methodology*. The values are as follows:

- 97.5% Single Family occupancy rate
- 96.4% Multifamily occupancy rate
- 95.0% Commercial and Industrial occupancy rate
- 2.499 persons per Single Family household
- 1.850 persons per Multifamily household
- 440 and 660 respectively Commercial and Industrial square feet per employee

The Bellingham UGA has an estimated 20,720 population and 16,580 employment growth remaining to accommodate between 2021 and 2036 (**Exhibit 6** and **Exhibit 7**).

Regulatory Changes

Since adoption of the 2016 Comprehensive Plan Bellingham has approved many

regulatory changes that impact either the amount of land available for development, or the densities and mix of uses allowed on buildable lands. These changes are documented in detail in the Data Reporting Tool worksheet. The most significant changes include a rezone for Cordata Park removing 20 acres of mixed-use land from the buildable land supply (estimated capacity of 150 jobs and 100 housing units); approval of two annexations activating development of infrastructure and allowing development on 249 acres; approval of Title 23 (subdivision ordinance) streamlining the plat process and allowing a 50% density bonus for single-family cluster zones when at least 50% of units are Infill Toolkit forms; approval of an Accessory Dwelling Unit (ADU) ordinance allowing and encouraging ADUs in Bellingham's neighborhoods; approval of an updated residential multi-family (RM) development code establishing a simplified tiered density system and minimum densities (increasing Bellingham's overall development capacity by an estimated 20%); and Phase I of an update to the Infill Toolkit regulations streamlining and clarifying the development of missing-middle housing forms.

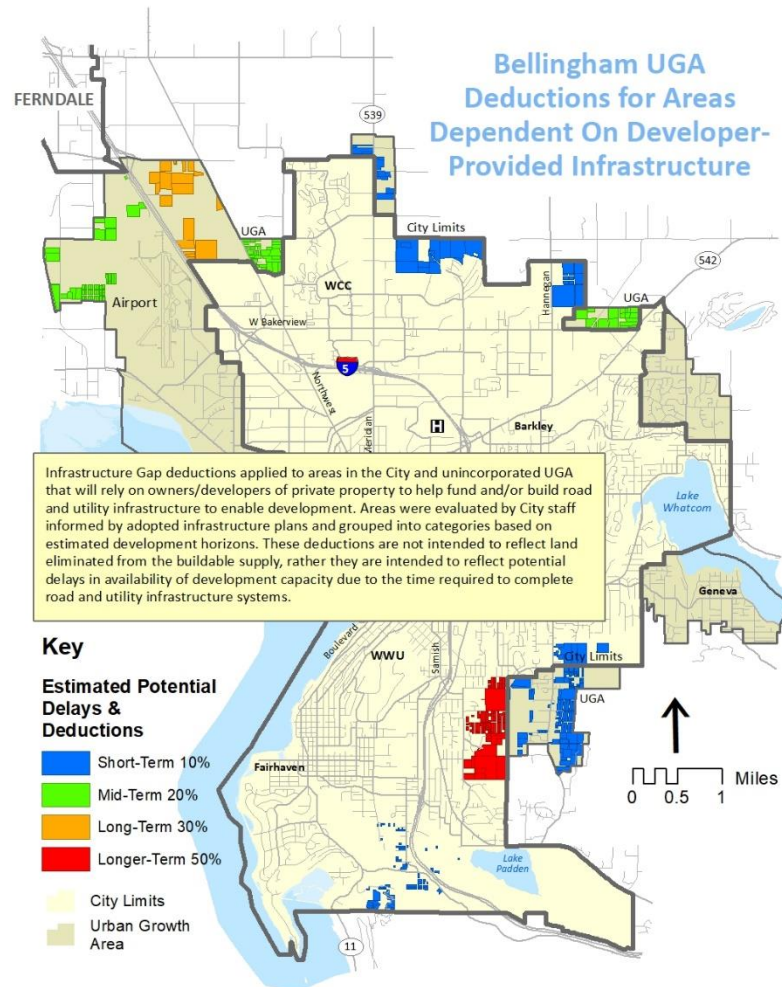
Infrastructure and Future Public Uses

Bellingham has identified areas within the City and unincorporated UGA that are within

the service area for urban sewer utilities but may not achieve full buildout until after 2036 due to reliance upon developer-provided portions of these future utility systems. The areas identified based on mapping from the 2016 Bellingham Wastewater Conveyance Plan were also determined to be areas where development of other related infrastructure like roads and municipal water would likely depend on some level of developer participation. These areas were assigned estimated near-term, mid-term, long-term, or longer-term time frames and received associated percentage deductions of their developable area. The deductions total approximately 112 acres and do not preclude all development but acknowledge that full buildout may not occur until after 2036. This jurisdiction profile includes a map of the Bellingham UGA illustrating the land areas associated with these deductions.

Deductions of buildable land related to roads, and water, sewer, and storm utilities are accounted for in the methodology through an infrastructure deduction on vacant, partially-used, and underutilized land of between 5% and 24%. The recent 17-acre land acquisition by the Bellingham School District for a future elementary school is also removed from the buildable land supply. Future development on the three college campuses in Bellingham is

accounted for in the “master planned” category of buildable land based on the adopted Institutional Master Plan (IMP) for each institution. Deductions for future public uses were made from the developable land supply based primarily on land acquisition needs identified in the Bellingham 2020 Park, Recreation, and Open Space (PRO) Plan. A total of 104 acres was deducted from developable vacant land for these purposes (see 2020 PRO Plan, Table 4.6.1 “Proposed Park System Additions – City & UGA”).



Environmental Constraints

Deductions for environmental constraints (critical areas) were made to all developable land including ALL residential, commercial, and industrial zones. Deductions were based on the best-available data in the City's GIS system following criteria set out in Bellingham Municipal Code (BMC) Chapter 16.55.

Wetlands were buffered with 150-foot buffers based on a composite of all mapped wetland delineations, and wetland reconnaissance inventories from 2015, 2003, and 1992 (NWI data from the 1980's was not used due to the relatively complete coverage by more recent/accurate studies). In addition, a staff-generated potential wetlands layer was created from color-infrared imagery and LiDAR data to fill gaps across properties where access limitations prevent on-the-ground mapping of wetland systems. Other critical areas layers used include steep slopes, FEMA floodways and floodplains (2019 data), and regulated shorelines and stream/riparian corridors. Shorelines were buffered using adopted Shoreline Master Program (SMP) development setbacks designated for each reach. Stream/riparian buffers were based on distances specified for each reach in BMC Table 16.55.500(A).

Market Factors

The Review and Evaluation Program Methodology includes a market factor deduction to account for land not likely to develop during the remainder of the 2021 to 2036 planning period. The criteria considered while developing the market factor(s) for Bellingham's buildable lands analysis include examination of improvement to total value ratios, transaction and conversion history, a property owner survey, targeted outreach to specific owners and developers, and comparative studies of market factors from other buildable lands jurisdictions. The market factors developed for Bellingham's analysis are arranged in a tiered system corresponding to the complexities involved in development and the relative return or benefit to property owners and developers. Vacant land usually presents the fewest challenges to development, partially-utilized land is typically more complex to develop due to existing ongoing uses on the property during development, and underutilized land is often the most-complex due to the requisite relocation or change of non-conforming uses accompanying redevelopment. The relative return or benefit to property owners and developers is closely related to the zoned density or intensity of developable land. Land zoned for higher density or intensity uses will

usually provide a bigger return or benefit to owners and developers making it more likely they will develop sooner. And land zoned for lower density or intensity uses will usually provide a lower return or benefit to owners making it less likely to develop sooner. The market factors assigned to each tier are as follows: vacant higher density/intensity = 20%, vacant lower density/intensity = 25%, partially-utilized higher density/intensity = 25%, partially-utilized lower density/intensity = 30%, underutilized higher density/intensity = 30%, underutilized lower density/intensity = 35%. A technical memo explaining the details of Bellingham's market factor analysis can be found here

https://maps.cob.org/resources/images/pcd/BellinghamMarketFactor_TechnicalMemo_Sept10th2021.pdf

State-Owned Lands

The 2016 Bellingham Comprehensive Plan Land Capacity Analysis included some development capacity on approximately 266 acres of land owned by Washington State. This land located in one block west of Bellingham International Airport, and in three blocks lying north of and parallel to the Mt Baker Highway has been excluded from the developable land supply in this analysis.

Residential Development

Exhibit 14. Residential Development, Achieved and Assumed Densities, City of Bellingham, 2016 -2021

Zoning Category	Development Type	Acres Developed	Dwelling Units	Achieved Density (Units/Acre)	Density Assumed (Units/Acre)	
					Min	Max
Single Family	Single Family	138.2	586	4.24	0.20	14.52
	Multifamily	29.9	321	10.74	7.26	7.26
Multifamily	Single Family	20.1	149	7.40	N/A	N/A
	Multifamily	32.2	748	23.25	4.04	43.56
Mixed-Use	Single Family	28.5	169	5.93	6.00	6.00
	Multifamily	3.3	93	28.24	6.00	17.42
Urban Village	Single Family	0.5	5	9.96	8.71	8.71
	Multifamily	8.7	524	59.93	8.71	69.70
Commercial	Multifamily	20.6	671	32.55	12.10	48.40
Institutional	Multifamily	1.5	76	50.97	N/A	N/A
Industrial	Multifamily	0.2	1	6.19	N/A	N/A

Sources: City of Bellingham, 2022; Community Attributes Inc., 2021.

Note: "Density Assumed" is the assumed density for evaluation of land suitable for development by zone. City of Bellingham zoning districts are grouped into seven collapsed, generalized categories.

Exhibit 15. Residential Land Supply, Bellingham UGA, 2021 -2036

	UGA Total	Single Family	Multifamily	Mixed- Use	Urban Village	Commercial	Institutional	Industrial	Public	Airport Operations
Vacant Land										
Gross Acres	1,291.19	802.97	322.52	119.16	2.94	41.41	2.19	0.00	0.00	0.00
Critical Areas	688.47	426.50	183.11	48.51	0.52	27.81	2.02	0.00	0.00	0.00
Future Public Uses	63.66	39.59	15.90	5.87	0.14	2.04	0.11	0.00	0.00	0.00
Infrastructure Gaps	55.48	41.84	8.74	4.89	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	24.18	14.75	5.74	2.99	0.11	0.58	0.00	0.00	0.00	0.00
Infrastructure Deduction	97.79	70.81	11.48	14.22	0.11	1.16	0.01	0.00	0.00	0.00
Market Factor	75.72	45.29	19.51	8.53	0.41	1.96	0.01	0.00	0.00	0.00
Net Acres	285.91	164.20	78.04	34.14	1.64	7.86	0.05	0.00	0.00	0.00
Partially-Used Land										
Gross Acres	1,378.76	845.05	141.46	321.62	53.25	17.39	0.00	0.00	0.00	0.00
Critical Areas	567.27	421.40	49.59	84.38	4.89	7.00	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	23.84	8.42	0.40	15.01	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	39.38	20.76	4.57	11.11	2.42	0.52	0.00	0.00	0.00	0.00
Infrastructure Deduction	165.59	99.65	9.15	53.34	2.42	1.04	0.00	0.00	0.00	0.00
Market Factor	149.18	77.22	19.44	39.45	10.88	2.21	0.00	0.00	0.00	0.00
Net Acres	433.50	217.59	58.31	118.34	32.64	6.62	0.00	0.00	0.00	0.00
Underutilized Land										
Gross Acres	69.84	0.00	25.64	1.15	29.40	9.92	3.72	0.00	0.00	0.00
Critical Areas	14.96	0.00	8.29	0.02	0.81	2.65	3.18	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	2.72	0.00	0.87	0.06	1.43	0.36	0.00	0.00	0.00	0.00
Infrastructure Deduction	4.22	0.00	1.73	0.27	1.43	0.73	0.05	0.00	0.00	0.00
Market Factor	14.38	0.00	4.42	0.24	7.72	1.85	0.15	0.00	0.00	0.00
Net Acres	33.56	0.00	10.32	0.56	18.01	4.32	0.34	0.00	0.00	0.00

Sources: City of Bellingham, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Note: City of Bellingham zoning districts are grouped into nine collapsed, generalized categories.

Exhibit 16. Developable Residential Land Capacity, Bellingham UGA, 2021-2036

	UGA	Multi-family	Single-family	Mixed-Use	Urban Village	Commercial	Institutional	Industrial	Public	Airport Operations
Net Developable Residential Acres (Vacant, PU, UU)	752.98	381.79	146.67	153.03	52.29	18.80	0.39	0.00	0.00	0.00
Single Family Developable Acres	485.56	374.47	-	110.00	1.09	-	-	-	-	-
Assumed Single Family Density (units/acre)										
Subtotal Single Family Unit Capacity	2,994	2,325	-	660	9	-	-	-	-	-
Existing Single Family Units	1,646	419	370	314	366	28	1	146	-	2
Pending Single Family Units	1,872	1,164	505	123	14	65	-	-	1	-
Master Planned Single Family Units	75	-	-	58	-	-	-	17	-	-
Subtotal: Net Single Family Unit Capacity	4,200	3,070	505	527	15	65	-	17	1	-
Potential Occupied Single Family Units	4,095	2,993	492	514	15	63	-	16	1	-
Single Family Population Capacity	10,233	7,480	1,230	1,285	37	158	-	41	2	-
Multifamily Developable Acres	267.42	7.32	146.67	43.03	51.20	18.80	0.39	-	-	-
Assumed Multifamily Density (units/acre)										
Subtotal Multifamily Unit Capacity	5,544	65	2,791	420	1,842	411	15	-	-	-
Existing Multifamily Units	122	27	25	20	20	10	-	20	-	-
Pending Multifamily Units	4,903	124	927	758	1,477	1,617	-	-	-	-
Master Planned Multifamily Units	1,492	-	-	413	760	-	200	119	-	-
Subtotal: Net Multifamily Unit Capacity	11,863	189	3,693	1,571	4,059	2,018	215	119	-	-
Potential Occupied Multifamily Units	11,436	182	3,560	1,514	3,913	1,945	207	115	-	-
Multifamily Population Capacity	21,159	338	6,586	2,801	7,239	3,599	384	212	-	-
Net Dwelling Unit Capacity	16,063	3,259	4,198	2,098	4,074	2,083	215	135	1	-
Potential Occupied Dwelling Units	15,531	3,175	4,052	2,028	3,928	2,009	207	131	1	-
Population Capacity	31,392	7,818	7,816	4,086	7,276	3,757	384	253	2	-
Remaining Population Growth to Accommodate (2021-2036)	20,720									
Population Capacity Surplus (Deficit)	10,672									

Sources: City of Bellingham, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Note: Bellingham UGA zoning districts are grouped into nine collapsed, generalized categories.

Commercial and Industrial Development

Exhibit 17. Nonresidential Development, Achieved and Assumed Densities, City of Bellingham, 2016-2021

Zoning Designation	Development Type	Acres Developed	Built Square Feet	Achieved Density (FAR)	Assumed Density (FAR)	
					Min	Max
Single Family	Commercial	7.6	22,776	0.07	N/A	N/A
Multifamily	Commercial	1.4	17,966	0.28	N/A	N/A
Mixed-Use	Commercial	21.7	230,519	0.24	0.40	0.40
	Industrial	0.0	0	0.00	0.40	0.40
Urban Village	Commercial	3.1	81,619	0.61	0.40	3.50
	Industrial	2.4	58,710	0.57	0.40	0.40
Commercial	Commercial	10.8	189,313	0.40	0.40	2.50
Institutional	Commercial	12.3	188,774	0.35	0.40	0.40
Industrial	Commercial	12.0	155,697	0.30	N/A	N/A
	Industrial	45.2	466,052	0.24	0.25	0.25
Public	Commercial	50.2	323,042	0.15	0.40	0.40
	Industrial	1.4	9,309	0.15	N/A	N/A
Airport Operations	Commercial	8.2	149,046	0.42	0.25	0.25
	Industrial	0.0	0	0.00	0.25	0.25

Sources: City of Bellingham, 2022; Community Attributes Inc., 2021.

Note: Assumed Density is the assumed density for evaluation of land suitable for development by zone. Bellingham UGA zoning districts are grouped into nine collapsed, generalized categories.

Exhibit 18. Developable Nonresidential Land Supply, Bellingham UGA, 2021 -2036

	UGA Total	Single Family	Multifamil y	Mixed- Use	Urban Village	Commercial	Institutional	Industrial	Public	Airport Operations
Vacant Land										
Gross Acres	819.40	0.00	0.07	24.40	3.38	41.61	6.58	743.27	0.08	0.00
Critical Areas	562.80	0.00	0.05	10.32	0.23	27.81	6.07	518.24	0.08	0.00
Future Public Uses	40.40	0.00	0.00	1.20	0.17	2.05	0.32	36.64	0.00	0.00
Infrastructure Gaps	22.55	0.00	0.00	0.54	0.00	0.00	0.00	22.01	0.00	0.00
Quasi-Public Use Deduction	1.35	0.00	0.00	0.62	0.15	0.59	0.00	0.00	0.00	0.00
Infrastructure Deduction	20.13	0.00	0.00	2.15	0.15	1.18	0.02	16.64	0.00	0.00
Market Factor	34.43	0.00	0.00	1.91	0.54	2.00	0.03	29.95	0.00	0.00
Net Acres	137.73	0.00	0.01	7.66	2.15	7.99	0.14	119.79	0.00	0.00
Partially-Used Land										
Gross Acres	359.15	0.00	0.24	35.74	25.13	17.52	0.00	279.05	0.00	1.48
Critical Areas	146.67	0.00	0.09	9.38	2.92	7.00	0.00	126.77	0.00	0.52
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	10.20	0.00	0.00	1.67	0.00	0.00	0.00	8.53	0.00	0.00
Quasi-Public Use Deduction	2.88	0.00	0.01	1.23	1.11	0.53	0.00	0.00	0.00	0.00
Infrastructure Deduction	22.57	0.00	0.02	5.93	1.11	1.05	0.00	14.38	0.00	0.10
Market Factor	44.21	0.00	0.03	4.38	5.00	2.23	0.00	32.34	0.00	0.22
Net Acres	132.62	0.00	0.10	13.15	14.99	6.70	0.00	97.03	0.00	0.65
Underutilized Land										
Gross Acres	444.57	0.00	0.03	0.13	3.74	10.70	3.72	426.24	0.00	0.00
Critical Areas	273.85	0.00	0.00	0.00	0.13	2.65	3.18	267.88	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.59	0.00	0.00	0.01	0.18	0.40	0.00	0.00	0.00	0.00
Infrastructure Deduction	16.91	0.00	0.00	0.03	0.18	0.81	0.05	15.84	0.00	0.00
Market Factor	45.97	0.00	0.01	0.03	0.97	2.05	0.15	42.76	0.00	0.00
Net Acres	107.25	0.00	0.02	0.06	2.27	4.79	0.34	99.77	0.00	0.00

Sources: City of Bellingham, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Note: Bellingham UGA zoning districts are grouped into nine collapsed, generalized categories.

Exhibit 19. Developable Nonresidential Land Capacity, Bellingham UGA, 2021-2036

	UGA	Multi-family	Single-family	Mixed-Use	Urban Village	Commercial	Institutional	Industrial	Public	Airport Operations
Net Developable Employment Acres (Vacant, PU, UU)	377.60	0.00	0.13	20.87	19.41	19.48	0.48	316.59	0.00	0.65
Commercial Developable Acres	54.06	-	0.13	18.89	14.75	19.48	0.48	-	-	0.32
Subtotal: Commercial Capacity (SF)	2,330,253	-	2,203	329,224	1,400,226	586,709	8,373	-	-	3,518
Existing Commercial Space (SF)	716,719	4,287	5,423	-	422,903	224,113	-	59,993	-	-
Pending Commercial Space (SF)	1,095,040	78,100	6,933	26,239	140,669	268,607	11,813	463,912	98,767	-
Master Planned Commercial Space (SF)	2,528,209	-	-	210,603	617,200	-	1,294,730	39,397	266,279	100,000
Subtotal: Net Commercial Capacity (SF)	5,346,344	78,100	9,136	566,066	1,775,050	631,203	1,314,916	503,309	365,046	103,518
Potential Occupied Commercial Space (SF)	5,079,027	74,195	8,679	537,763	1,686,297	599,643	1,249,170	478,144	346,793	98,342
Commercial Employment Capacity	11,542	168	20	1,222	3,832	1,362	2,839	1,087	788	224
Industrial Developable Acres	323.54	-	-	1.97	4.66	-	-	316.59	-	0.32
Subtotal: Industrial Capacity (SF)	3,566,662	-	-	34,347	81,132	-	-	3,447,665	-	3,518
Existing Industrial Space (SF)	871,274	79,196	26,762	5,496	135,082	81,437	-	543,301	-	-
Pending Industrial Space (SF)	1,016,738	-	-	-	28,382	45,000	-	912,841	30,515	-
Master Planned Industrial Space (SF)	981,055	-	-	77,213	376,000	-	-	172,841	-	355,000
Subtotal: Net Industrial Capacity (SF)	4,952,113	-	-	111,560	416,473	45,000	-	3,990,046	30,515	358,518
Potential Occupied Industrial Space (SF)	4,704,507	-	-	105,982	395,649	42,750	-	3,790,544	28,989	340,592
Industrial Employment Capacity	7,129	-	-	161	599	65	-	5,743	44	516
Net Commercial & Industrial Capacity (SF)	10,298,457	78,100	9,136	677,626	2,191,523	676,203	1,314,916	4,493,355	395,561	462,036
Potential Occupied Commercial & Industrial Capacity (SF)	9,783,534	74,195	8,679	643,745	2,081,947	642,393	1,249,170	4,268,688	375,783	438,934
Employment Capacity	18,671	168	20	1,383	4,431	1,427	2,839	6,830	832	740
Remaining Employment Growth to Accommodate (2021-2036)	16,580									
Employment Capacity Surplus (Deficit)	2,091									

Sources: City of Bellingham, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Note: Bellingham UGA zoning districts are grouped into nine collapsed, generalized categories.

2. Birch Bay UGA

The Birch Bay Urban Growth Area is one of three Non-City UGAs in Whatcom County. The UGA has a projected total allocation of 12,822 residents and 1,140 jobs by 2036. The UGA has a projected growth allocation of 4,593 new residents and 474 new jobs between 2016 and 2036 (**Exhibit 1** and **Exhibit 2**).

Achieved Growth 2016-2021

Based on permit data collected between 2016 and 2021, occupancy, persons per household and square feet per employee assumptions, new construction in the Birch Bay UGA accommodated an estimated 389 new residents and 55 new jobs over this five-year period (**Exhibit 6** and **Exhibit 7**).

The Birch Bay UGA achieved an overall residential density of 4.5 units per net acre between 2016 and 2021. This is below the 5.0 to 10.0 units per net acre planned in the *Whatcom County Comprehensive Plan* (**Exhibit 11**).

The *Whatcom County Comprehensive Plan* does not have adopted planned densities for commercial or industrial uses. Between 2016 and 2021, the UGA has achieved a commercial FAR of 0.06. The Commercial FAR is based upon a limited number of commercial building

permits (eight) issued between April 1, 2016 and March 31, 2021. Six of the eight building permits were in commercial zones (the other two were in residential zones). Five of the six permits in commercial zones were for commercial storage buildings (the other was for a covered patio). The UGA did not have industrial development between 2016 and 2021 (**Exhibit 11**).

Population and Employment Assumptions

Occupancy rate and population and employment assumptions for estimating future growth capacity in the Birch Bay UGA are:

- 75.0% Single Family occupancy rate
- 51.0% Multifamily occupancy rate
- 95.0% Commercial and Industrial occupancy rate
- 2.38 Single Family persons per household
- 2.22 Multifamily persons per household
- 532 Commercial square feet per employee

The Birch Bay UGA is characterized by a mix of single family and multifamily residences, as well as historically high seasonal housing. There are also a number of businesses in the UGA.

Population Capacity 2021-2036

The Birch Bay UGA will need to accommodate 4,204 more residents and 419 more jobs between 2021 and 2036 under current planning assumptions (**Exhibit 6** and **Exhibit 7**).

Based on achieved densities between 2016 and 2021 and other planning assumptions, Whatcom County is assuming future densities ranging between 4.4 units per acre and 10.0 units per acre for single family development, depending on the specific zone. Future density assumptions range between 5.9 and 17.0 units per acre for multifamily development (**Exhibit 20**). Density assumptions for the Sutable Land Tool, which estimates future development capacity, are further described below (achieved density is based on building permits issued between 2016 and 2021):

Urban Residential (UR4) – The achieved net density from the Data Reporting Tool for the UR4 zone is 4.4 units/acre for single family development. This net density is used in the Sutable Land Tool to estimate capacity to accommodate development in the future.

Urban Residential Medium Density (URM6) – For single family, the achieved net density from the Data Reporting Tool for the URM6 zone is 3.3 units/acre. However, this is likely

not reflective of future development. While there is currently not a minimum density in the URM6, the County Comp Plan encourages development at 5-10 units per acre in the Birch Bay UGA. For multi-family, the achieved net density from the Data Reporting Tool for the URM6 zone is 5.9 units/acre. This density is used in the Sutable Land Tool for both single family and multi-family land.

Urban Residential Medium Density (URM24) – The URM24 zone did not experience any residential development from 2016-2021 (see Data Reporting Tool). The URM24 zone has a minimum net density of 10 dwelling units/acre and a maximum gross density of 24 dwellings/acre (WCC 20.22.252). A density of 10 units per net acre is used for single family land and 17 units per net acre for multi-family land in the Sutable Land Tool.

Resort Commercial (RC) –For single family, the achieved net density from the Data Reporting Tool for the RC zone is 8.3 units/acre. This density is used in the Sutable Land Tool for future single family development. The RC zone did not experience any multi-family residential development from 2016-2021 (see Data Reporting Tool). The RC zone allows multi-family zoning at a maximum gross density of 22 units per acre (WCC 20.64.262). A density of 17 units per net acre

for multi-family development is used in the Suitable Land Tool (same as the URM24 zone).

General Commercial (GC) - The GC zone did not experience any residential development from 2016-2021 (see Data Reporting Tool). Therefore, the achieved density for the RC zone (8.3 units/net acre) is used in the Suitable Land Tool for single family land in the GC zone. The GC zone allows multi-family zoning at a maximum density of 18 units per acre (WCC 20.62.066). A density of 17 units per net acre is used for multi-family development in the Suitable Land Tool (same as URM24 and RC zones).

The Birch Bay UGA has estimated net land capacity for population growth of about 297 acres (**Exhibit 21**), with a total estimated potential occupied unit capacity of 1,257 dwelling units. Based on persons per household assumptions, the Birch Bay UGA has an estimated population capacity of 2,950, indicating an estimated population capacity deficit of 1,254 for the 2021-2036 time period (**Exhibit 22**).

Housing Needs by Type

The *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3 – Estimated Dwelling Units Needed, page 3-8) indicates that the Birch Bay UGA has a need for 3,106

new single-family dwelling units during the 2013-2036 planning period (the Comprehensive Plan does not estimate multifamily housing needs for Birch Bay). The calculation for Chart 3 in the *Whatcom County Comprehensive Plan* included building activity from 2013. Therefore, the analysis below includes permit data from April 1, 2013, even though the planning period for this Buildable Lands Report is from 2016.

- Between April 1, 2013 and March 31, 2021, Whatcom County performed final inspections on 304 single-family and 39 multi-family units in the Birch Bay UGA. Comparing units built and the needs indicated on Chart 3, the Birch Bay UGA needs an additional 2,802 single-family units between 2021 and 2036.
- The Birch Bay UGA has an estimated 2021-2036 capacity for 1,333 single-family and 504 multi-family housing units (**Exhibit 22**).

The capacity to accommodate single family residential housing in the Birch Bay UGA is not sufficient to accommodate the single family dwelling units needed in the planning period as established in the *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3).

Employment Capacity 2021-2036

Whatcom County is using an average of the small city FARs for future commercial development, since there are limited data on achieved densities in the Birch Bay UGA (**Exhibit 23**).

The Birch Bay UGA has estimated net land capacity for employment growth of 44.3 acres (**Exhibit 24**), with a total estimated potential occupied commercial capacity of 305,008 square feet. Based on square feet per employee assumptions, the Birch Bay UGA has an estimated employment capacity of 573, indicating an estimated employment capacity surplus of 154 for the 2021-2036 time period (**Exhibit 25**).

Regulatory Changes

The County has evaluated development regulations adopted in the review period (April 1, 2016 – March 31, 2021). Only Ordinance 2019-005 could prevent assigned densities from being achieved or impact the quantity of land suitable for development in the remainder of the 20-year planning period (2021-2036). In an e-mail of October 6, 2021, a representative of the Whatcom County Public Works River & Flood Division stated:

... the 2019 revisions were done mainly to reflect updated flood study and the most recent just adopted in 2021 was for compliance with building freeboard required for CRS [Community Rating System] credit, nothing to do with 'supply of land'. That being said, the flood study did change the Base Flood Elevations and floodplain boundaries in those areas and the FEMA Biological Opinion does restrict density in the floodplain. . ."

A September 30, 2021 River & Flood Division memo attached to the e-mail states that the Special Flood Hazard Area is:

... designated Critical Area and/or Habitat Conservation Area (HCA) per WCC Title-16. As such, creating additional 'buildable' lots within a Critical Area or HCA may be prohibited. For further information reference WCC 16.16.420 – Frequently Flooded Areas. . .

Pursuant to the *Whatcom County Review and Evaluation Program Methodology*, Whatcom County deducted floodplains from the buildable land supply.

Infrastructure Gaps

Whatcom County has reviewed capital facility plans and/or consulted with service providers. Based upon these actions, the County has not identified any infrastructure gaps that would prevent service providers from supplying planned capital facilities to developable land in the Birch Bay UGA within the planning period (2021-2036).

Analysis of Comprehensive Plan Objectives and Reasonable Measures

Residential development in the Birch Bay UGA between 2016 and 2021 has occurred at an overall net density less than anticipated in the *Whatcom County Comprehensive Plan*. Additionally, there is not enough capacity in the Birch Bay UGA, with current density assumptions, to accommodate the projected residential growth in the remaining portion of the planning period (between 2021 and 2036). The single family unit capacity in the Birch Bay UGA is insufficient to accommodate the estimated dwelling units needed between 2021 and 2036. Therefore, reasonable measures are appropriate.

Whatcom County Comprehensive Plan Goal 2P states:

. . . The County should approve new residential developments at overall average net densities as shown below, while respecting unique characteristics of each community:

- Birch Bay – five to ten units per net acre. . .

The overall achieved residential density in the Birch Bay UGA was 4.5 units per net acre during the review period (2016-2021). Lots in the Birch Bay UGA have historically been created at densities that the land owner or developer chose. The UR4 zone has a minimum net density of 4 dwelling units/acre, but this is below the Comprehensive Plan goal of five to ten units per net acre. Several other zones in the UGA do not have minimum density requirements. Increasing residential density, including density in zones that allow single family dwellings, would provide additional capacity for growth within the UGA. Therefore, adjustments to the zoning code are appropriate to better implement the Comprehensive Plan.

The Growth Management Act indicates that one of the purposes of the review and evaluation program is to:

Identify reasonable measures, other than adjusting urban growth areas, that will be taken to comply with the requirements of this chapter. Reasonable measures are those actions necessary to reduce the differences between growth and development assumptions and targets contained in the countywide planning policies and the county and city comprehensive plans with actual development patterns. . . (RCW 36.70A.215(1)(b)).

The *Whatcom County Review and Evaluation Program Methodology* (February 10, 2022) identifies minimum density requirements and maximum lot sizes as potential reasonable measures (Appendix A). Specifically, the Methodology states:

Zoning ordinances can establish minimum and maximum densities in each zone to ensure that development occurs as envisioned for the community (page 46).

The State Department of Commerce *Housing Memorandum: Issues Affecting Housing Availability and Affordability* (June 2019) identifies “Reasonable Measures as Tools for Increasing Housing Availability and Affordability” including:

Allow or require small lots (5,000 square feet or less) for single-family neighborhoods within UGAs. Small lots limit sprawl, contribute to the more efficient use of land, and promote densities that can support transit. Small lots also provide expanded housing ownership opportunities to broader income ranges and provide additional variety to available housing types (page 116).

In October 2021, Whatcom County adopted a reasonable measure increasing the allowed density in the UR4 zone in the Birch Bay UGA, if public water and sewer are available and density credits are purchased, from 4 dwellings/acre to 5 dwellings per acre (Ordinance 2021-059). This ordinance also reduced the conventional minimum lot size for residential development in the UR4 zone in the Birch Bay UGA from 8,000 square feet to 4,500 square feet when public water and sewer are available. In November 2017, Whatcom County adopted an ordinance allowing increased density for single family development in the RC zone through the planned unit development process, if density credits are purchased (Ordinance 2017-062). Other potential reasonable measures the County may consider for the Birch Bay UGA include:

- Increasing the minimum net residential density and/or adopting maximum lot size in the UR4 zone (WCC 20.20);
- Adopting minimum net residential density requirements and/or maximum lot size in the URM6 zone (WCC 20.22);
- Adopting minimum net residential density requirements and/or maximum lot size in the GC zone (WCC 20.62); and/or
- Adopting minimum net residential density requirements and/or maximum lot size in the RC zone (WCC 20.64).

The UR4, URM6, GC, and RC zones all allow single family dwelling units.

Residential Development

Exhibit 20. Residential Development, Achieved and Assumed Densities, Birch Bay UGA, 2016-2021

Zoning Designation	Development Type	Acres Developed	Dwelling Units	Achieved Density (Units/Acre)	Density Assumed (Units/Acre)
UR4	Single Family	38.3	168	4.39	4.39
URM6	Single Family	7.6	25	3.31	5.89
	Multifamily	4.6	27	5.89	5.89
URM24	Single Family	N/A	N/A	N/A	10.00
	Multifamily	N/A	N/A	N/A	17.00
RC	Single Family	1.4	12	8.32	8.32
	Multifamily	N/A	N/A	N/A	17.00
GC	Single Family	N/A	N/A	N/A	8.32
	Multifamily	N/A	N/A	N/A	17.00

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Note: "Density Assumed" is the assumed density for evaluation of land suitable for development by zone.

Exhibit 21. Residential Land Supply, Birch Bay UGA, 2021-2036

	UGA Total	UR4	URM6	URM24	RC	GC	NC
Vacant Land							
Gross Acres	816.99	471.94	146.62	98.96	62.65	36.82	0.00
Critical Areas	450.86	277.61	43.69	69.51	37.86	22.19	0.00
Future Public Uses	15.80	14.00	0.00	0.00	0.00	1.80	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	17.52	9.02	5.15	1.47	1.24	0.64	0.00
Infrastructure Deduction	74.76	41.48	22.13	5.30	4.26	1.59	0.00
Market Factor	43.87	22.07	12.86	3.85	3.28	1.80	0.00
Net Acres	214.18	107.77	62.79	18.82	16.01	8.80	0.00
Partially-Used Land							
Gross Acres	232.69	109.12	64.66	0.00	52.63	6.28	0.00
Critical Areas	84.62	48.97	14.24	0.00	20.73	0.69	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	7.40	3.01	2.52	0.00	1.59	0.28	0.00
Infrastructure Deduction	30.86	13.84	10.84	0.00	5.49	0.69	0.00
Market Factor	29.65	11.69	10.01	0.00	6.70	1.25	0.00
Net Acres	80.16	31.62	27.06	0.00	18.11	3.37	0.00
Underutilized Land							
Gross Acres	4.16	0.00	0.00	0.00	0.00	4.16	0.00
Critical Areas	0.28	0.00	0.00	0.00	0.00	0.28	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.19	0.00	0.00	0.00	0.00	0.19	0.00
Infrastructure Deduction	0.48	0.00	0.00	0.00	0.00	0.48	0.00
Market Factor	0.87	0.00	0.00	0.00	0.00	0.87	0.00
Net Acres	2.34	0.00	0.00	0.00	0.00	2.34	0.00

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Exhibit 22. Developable Residential Land Capacity, Birch Bay UGA, 2021-2036

	UGA	UR4	URM6	URM24	RC	GC	NC
Net Developable Residential Acres (Vacant, PU, UU)	296.68	139.39	89.85	18.82	34.12	14.51	0.00
Single Family Developable Acres	249.48	139.39	76.37	9.41	17.06	7.25	-
Assumed Single Family Density (units/acre)		4	6	10	8	8	
Subtotal Single Family Unit Capacity	1,358	612	450	94	142	60	-
Existing Single Family Units	188	67	95	-	4	4	18
Pending Single Family Units	145	-	145	-	-	-	-
Master Planned Single Family Units	-	-	-	-	-	-	-
Subtotal: Net Single Family Unit Capacity	1,333	545	500	94	138	56	-
Potential Occupied Single Family Units	1,000	409	375	71	104	42	-
Single Family Population Capacity	2,380	973	893	168	246	100	-
Multifamily Developable Acres	47.20	-	13.48	9.41	17.06	7.25	-
Assumed Multifamily Density (units/acre)			6	17	17	17	
Subtotal Multifamily Unit Capacity	652	-	79	160	290	123	-
Existing Multifamily Units	148	-	35	-	113	-	-
Pending Multifamily Units	-	-	-	-	-	-	-
Master Planned Multifamily Units	-	-	-	-	-	-	-
Subtotal: Net Multifamily Unit Capacity	504	-	44	160	177	123	-
Potential Occupied Multifamily Units	257	-	22	82	90	63	-
Multifamily Population Capacity	570	-	50	181	200	139	-
Net Dwelling Unit Capacity	1,837	545	544	254	315	179	-
Potential Occupied Dwelling Units	1,257	409	397	152	194	105	-
Population Capacity	2,950	973	943	349	446	239	-
Remaining Population Growth to Accommodate (2021-2036)	4,204						
Population Capacity Surplus (Deficit)	(1,254)						

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Commercial and Industrial Development

Exhibit 23. Nonresidential Development, Achieved and Assumed Densities, Birch Bay UGA, 2016-2021

Zoning Designation	Development Type	Acres Developed	Built Square Feet	Achieved Density (FAR)	Assumed Density (FAR)
UR4	Commercial	7.1	3,780	0.01	N/A
RC	Commercial	0.6	368	0.01	0.18
GC	Commercial	4.1	26,480	0.15	0.18
NC	Commercial	N/A	N/A	N/A	0.18

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Note: Assumed Density is the assumed density for evaluation of land suitable for development by zone.

Exhibit 24. Developable Nonresidential Land Supply, Birch Bay UGA, 2021-2036

	UGA Total	UR4	URM6	URM24	RC	GC	NC
Vacant Land							
Gross Acres	103.67	0.00	0.00	0.00	6.96	85.91	10.80
Critical Areas	64.19	0.00	0.00	0.00	4.21	51.77	8.21
Future Public Uses	4.20	0.00	0.00	0.00	0.00	4.20	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	1.76	0.00	0.00	0.00	0.14	1.50	0.13
Infrastructure Deduction	4.44	0.00	0.00	0.00	0.47	3.71	0.26
Market Factor	4.94	0.00	0.00	0.00	0.36	4.20	0.37
Net Acres	24.13	0.00	0.00	0.00	1.78	20.52	1.82
Partially-Used Land							
Gross Acres	20.50	0.00	0.00	0.00	5.85	14.65	0.00
Critical Areas	3.91	0.00	0.00	0.00	2.30	1.60	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.83	0.00	0.00	0.00	0.18	0.65	0.00
Infrastructure Deduction	2.23	0.00	0.00	0.00	0.61	1.62	0.00
Market Factor	3.65	0.00	0.00	0.00	0.74	2.91	0.00
Net Acres	9.88	0.00	0.00	0.00	2.01	7.87	0.00
Underutilized Land							
Gross Acres	17.52	0.00	0.00	0.00	0.00	9.70	7.82
Critical Areas	0.64	0.00	0.00	0.00	0.00	0.64	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.84	0.00	0.00	0.00	0.00	0.45	0.39
Infrastructure Deduction	1.91	0.00	0.00	0.00	0.00	1.12	0.78
Market Factor	3.81	0.00	0.00	0.00	0.00	2.02	1.79
Net Acres	10.31	0.00	0.00	0.00	0.00	5.46	4.85

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Exhibit 25. Developable Nonresidential Land Capacity, Birch Bay UGA, 2021-2036

	UGA	UR4	URM6	URM24	RC	GC	NC
Net Developable Employment Acres (Vacant, PU, UU)	44.32	0.00	0.00	0.00	3.79	33.85	6.68
Commercial Developable Acres	44.32	-	-	-	3.79	33.85	6.68
Assumed Commercial Density (FAR)					0.2	0.2	0.2
Subtotal: Commercial Capacity (SF)	355,214	-	-	-	30,387	271,322	53,505
Existing Commercial Space (SF)	70,779	3,848	7,663	-	35,726	21,742	1,800
Pending Commercial Space (SF)	19,776	-	-	-	-	19,776	-
Master Planned Commercial Space (SF)	-	-	-	-	-	-	-
Subtotal: Net Commercial Capacity (SF)	321,061	-	-	-	-	269,356	51,705
Potential Occupied Commercial Space (SF)	305,008	-	-	-	-	255,888	49,120
Commercial Employment Capacity	573	-	-	-	-	481	92
Industrial Developable Acres	-	-	-	-	-	-	-
Assumed Industrial Density (FAR)							
Subtotal: Industrial Capacity (SF)	-	-	-	-	-	-	-
Existing Industrial Space (SF)	43,012	2,402	6,768	-	756	33,086	-
Pending Industrial Space (SF)	-	-	-	-	-	-	-
Master Planned Industrial Space (SF)	-	-	-	-	-	-	-
Subtotal: Net Industrial Capacity (SF)	-	-	-	-	-	-	-
Potential Occupied Industrial Space (SF)	-	-	-	-	-	-	-
Industrial Employment Capacity	-	-	-	-	-	-	-
Net Commercial & Industrial Capacity (SF)	321,061	-	-	-	-	269,356	51,705
Potential Occupied Commercial & Industrial	305,008	-	-	-	-	255,888	49,120
Employment Capacity	573	-	-	-	-	481	92
Remaining Employment Growth to Accommodate (2021-2036)	419						
Employment Capacity Surplus (Deficit)	154						

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

3. Blaine UGA

The Blaine Urban Growth Area is projected to encompass 9,585 residents and 5,159 employees by 2036. The UGA has a projected growth allocation of 3,838 population and 1,823 employment between 2016 and 2036 (**Exhibit 1** and **Exhibit 2**).

Achieved Growth 2016-2021

Based on permit data collected between 2016 and 2021 and occupancy and persons per household and square feet per employee assumptions, the Blaine UGA grew by an estimated 551 population (91% within the City of Blaine) and 245 employment (100% within the City of Blaine) (**Exhibit 6** and **Exhibit 7**).

Between 2016 and 2021, the City of Blaine achieved densities greater than planned for residential uses, 4.4 units per acre achieved compared to 4.25 average across single family residential zones adopted by the City of Blaine. The achieved density within the incorporated portions of the UGA also fall within the planned densities of 4.0 to 6.0 units per acre adopted in the *Whatcom County Comprehensive Plan* for the City of Blaine (**Exhibit 11**).

The unincorporated portions of the Blaine UGA have an achieved residential density of 4.7 units per acre, matching the densities achieved within incorporated portions of the UGA (**Exhibit 11**).

The City of Blaine has not adopted FARs. However, for purposes of the Data Reporting Tool, Blaine developed FARs based on the bulk, dimensional, and performance standards defined in municipal code for non-residential zones. The City of Blaine developed planned FARs for commercial zones averaging 0.80. Across all commercial development between 2016-2021, the achieved FAR is 0.31. No commercial development occurred during the period in unincorporated areas of the UGA. The average planned FAR for industrial zones is 0.89 for the City of Blaine. Between 2016 and 2021, the achieved FAR is 0.30. No industrial development occurred in the unincorporated portions of the UGA. Whatcom County has not adopted planned densities for commercial or industrial development (**Exhibit 11**).

Population and Employment Assumptions

Specific occupancy rate and population and employment density assumptions for the Blaine UGA are:

- 87.8% Single Family occupancy rate
- 86.9% Multifamily occupancy rate
- 95.0% Commercial and Industrial occupancy rate
- 2.479 Single Family persons per household
- 2.009 Multifamily persons per household
- 531 and 739 respectively Commercial and Industrial square feet per employee

The Blaine UGA has an estimated 3,287 population and 1,578 employment growth remaining to accommodate between 2021 and 2036 (**Exhibit 6** and **Exhibit 7**).

Population Capacity 2021-2036

Based on achieved densities between 2016 and 2021 and planning assumptions, City of Blaine planners are assuming future densities ranging between 3.0 units per acre and 20.0 units per acre for single family residential,

depending on the specific zone. Future density assumptions range between 4.0 and 24.0 units per acre for multifamily zones (**Exhibit 26**).

The Blaine UGA has estimated net land capacity for population growth of 684.97 acres (**Exhibit 27**), with a total estimated potential occupied unit capacity of 4,857 dwelling units. Based on persons per household assumptions, the Blaine UGA has an estimated population capacity of 11,324, indicating an estimated population capacity surplus of 8,037 (**Exhibit 28**).

Housing Needs by Type

The *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3 – Estimated Dwelling Units Needed, page 3-8) indicates that Blaine has a need for 1,548 single-family and 678 multi-family new dwelling units during the 2013-2036 planning period. The calculation for Chart 3 in the *Whatcom County Comprehensive Plan* included building activity from 2013. Therefore, the analysis below includes permit data from April 1, 2013, even though the planning period for this Buildable Lands Report is from 2016.

- Between April 1, 2013 and March 31, 2021, Blaine issued building permits for 343 single-family/mobile home units, 5 accessory dwelling units, and multi-family

units 179 (this includes duplexes). Comparing units built and the needs indicated on Chart 3, Blaine needs an additional 1,205 single-family/mobile home units and 499 multi-family units between 2021 and 2036.

- The City and unincorporated UGA have an estimated 2021-2036 net capacity for 3,794 single-family and 1,756 multi-family housing units.

These capacities are sufficient to accommodate the dwelling unit types needed in the planning period as established in the Whatcom County Comprehensive Plan (Chapter 3- Housing, Chart 3).

Employment Capacity 2021-2036

Based on achieved densities between 2016 and 2021 and planning assumptions, City of Blaine planners are assuming future commercial FARs ranging between 0.60 and 1.00, depending on the specific zone. Assumed future industrial FARs range between 0.75 and 1.00 (**Exhibit 29**).

The Blaine UGA has estimated net land capacity for employment growth of 165.76 acres (**Exhibit 30**), with a total estimated potential occupied commercial and industrial capacity of 5.38 million square feet. Based on

square feet per employee assumptions, the Blaine UGA has an estimated employment capacity of 8,570, indicating an estimated employment capacity surplus of 6,992 (**Exhibit 31**).

Regulatory Changes

Subsequent to the adoption of the 2016 Comprehensive Plan and through April of 2021, the City of Blaine adopted regulatory changes that either impacted the amount of land available for development or modified the densities and mix of uses allowed on buildable lands. These changes are listed in the Data Reporting Tool worksheet. In summary, those updates include the following:

- Updates to the City's Central Business District zoning designation that allow it to function as an urban village. Examples include zero-lot line setbacks, multi-use and multi-family development, and higher allowable impervious surfaces.
- Adoption of a multi-family tax exemption (MFTE) to encourage the construction of affordable, multi-family housing.
- Updates to the Wharf District Master Plan to permit additional space for

marine commercial and industrial development.

As of the issuance of this report, the City has additionally adopted updates to allow work/live units in the Manufacturing zone, and modified the Highway Commercial “C” zone to permit a greater range of land uses.

The City in early 2022 also adopted legislation to identify the Hearing Examiner as the hearing body for quasi-judicial decisions, ensuring a more predictable and legally sound process for land use decisions. The City will be updating the Critical Areas Ordinance in 2023.

Infrastructure Gaps

Blaine has identified a lack of capacity for sewer service in East Blaine, however the City of Blaine Capital Improvement Plan for Wastewater Utility: 2022-2027 anticipates needed capacity being restored pursuant to the funded “G Street Sewer Improvement – East Blaine Pipe Capacity” project. Subsequent to the improvements being completed in 2022, the City will be able to supply this planned wastewater capital facilities to developable land in the eastern Blaine UGA within the planning period (2021-2036). Additional sewer upgrades under I-5 are identified in the 2022-2027 CIP. The City of Blaine has identified

potential constraints to water availability and capacity. The City has contracted with a consultant to both identify existing capacity and propose recommendations to increase that capacity. As of the writing of this report, the City has determined that if needed, it will consider updates to the 2021 Comprehensive Water System Plan and Capital Facilities Plan to plan and budget for the increased capacity, and therefore the planned densities in the City’s Comprehensive Plan will be realized.

Analysis of Comprehensive Plan Objectives and Reasonable Measures

The City of Blaine has determined that growth targets and assumptions for residential development are being met. Therefore, an analysis of comprehensive plan residential development targets, assumptions, and objectives is not deemed necessary during the reporting cycle.

No inconsistencies between planned and actual residential growth have been identified in the Blaine UGA. Therefore, reasonable measures are not required under RCW 36.70A.215.

The City of Blaine has identified that there are inconsistencies between planned and actual commercial, industrial, and manufacturing growth in the Blaine UGA.

Potential reasonable measures may include the following:

- Updates to the Binding Site Plans requirements. Blaine should consider adopting updates that require the installation of public and private infrastructure as a condition of final binding site plan approval. Binding site plan expiration dates should be modified to align with the timelines for plats.
- Updates the allowed uses in the Manufacturing zoning districts. Blaine should consider adopting updates that would expand allowed uses in the manufacturing zone, subject to appropriate performance standards.

Residential Development

Exhibit 26. Residential Development, Achieved and Assumed Densities, City of Blaine, 2016-2021

Zoning Designation	Development Type	Acres Developed	Dwelling Units	Achieved Density (Units/Acre)	Density Assumed (Units/Acre)
PR	Single Family	3.3	17	5.09	4.00
	Multifamily	N/A	N/A	N/A	4.00
RL	Single Family	9.6	54	5.62	6.00
SF-1	Single Family	1.0	4	4.09	6.00
SF-2	Single Family	2.3	14	6.19	6.00
PC	Single Family	0.2	1	5.42	N/A
RH	Single Family	N/A	N/A	N/A	20.00
	Multifamily	0.5	2	3.72	24.00
RM	Single Family	2.4	14	5.82	6.00
	Multifamily	2.6	28	10.61	12.00
R/O	Single Family	N/A	N/A	N/A	6.00
	Multifamily	N/A	N/A	N/A	24.00
RPR	Single Family	21.0	72	3.42	3.00
CB G-36	Multifamily	N/A	N/A	N/A	20.00
CB G-48	Multifamily	N/A	N/A	N/A	20.00
CB-M	Multifamily	N/A	N/A	N/A	20.00
CB M-48	Multifamily	N/A	N/A	N/A	20.00
CB M-60	Multifamily	N/A	N/A	N/A	20.00
CB-T	Multifamily	N/A	N/A	N/A	20.00
CB TP-60	Multifamily	N/A	N/A	N/A	20.00
CB WV-36	Multifamily	N/A	N/A	N/A	20.00
HCA	Multifamily	N/A	N/A	N/A	20.00
HCb	Multifamily	N/A	N/A	N/A	N/A
HCc	Multifamily	N/A	N/A	N/A	20.00
HCd	Multifamily	N/A	N/A	N/A	20.00
Mpr	Single Family	6.4	36	5.60	5.00
	Multifamily	3.3	18	5.40	12.00

Sources: City of Blaine, 2022; Community Attributes Inc., 2021.

Note: "Density Assumed" is the assumed density for evaluation of land suitable for development by zone. NOTE Assumed densities differ from achieved density

Exhibit 27. Residential Land Supply, Blaine UGA, 2021-2036

	UGA Total	CB-M	CB-T	HCA	Ma	Mb	Mpr	PC	PR	RL	RM	R/O	RPR	SF-1	SF-2	CB TP-60	CB M-60	CB M-48	CB G-36	CB WV-36	HCc	HCd	RH	CB G-48
Vacant Land																								
Gross Acres	818.01	0.00	0.00	0.00	0.00	0.00	0.00	7.74	368.53	109.17	38.43	54.74	216.18	5.18	3.77	2.21	0.31	0.97	2.13	6.00	1.43	0.63	0.52	0.07
Critical Areas	229.19	0.00	0.00	0.00	0.00	0.00	0.00	5.65	48.30	47.05	20.83	49.74	49.74	0.52	0.30	0.68	0.27	0.23	0.10	5.26	0.00	0.00	0.52	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	29.44	0.00	0.00	0.00	0.00	0.00	0.00	0.10	16.01	3.11	0.88	0.25	8.32	0.23	0.17	0.08	0.00	0.04	0.10	0.04	0.07	0.03	0.00	0.00
Infrastructure Deduction	29.44	0.00	0.00	0.00	0.00	0.00	0.00	0.10	16.01	3.11	0.88	0.25	8.32	0.23	0.17	0.08	0.00	0.04	0.10	0.04	0.07	0.03	0.00	0.00
Market Factor	79.49	0.00	0.00	0.00	0.00	0.00	0.00	0.28	43.23	8.39	2.38	0.68	22.47	0.63	0.47	0.21	0.01	0.10	0.27	0.10	0.19	0.08	0.00	0.01
Net Acres	450.45	0.00	0.00	0.00	0.00	0.00	0.00	1.60	244.98	47.52	13.47	3.83	127.33	3.56	2.65	1.17	0.03	0.57	1.55	0.56	1.09	0.48	0.00	0.05
Partially-Used Land																								
Gross Acres	428.70	0.00	0.00	0.00	0.00	0.00	0.00	3.80	181.35	213.60	9.27	1.40	9.68	0.48	5.18	0.45	0.00	0.71	0.48	0.36	1.01	0.09	0.34	0.49
Critical Areas	86.61	0.00	0.00	0.00	0.00	0.00	0.00	0.58	14.41	68.67	2.33	0.00	0.03	0.00	0.00	0.31	0.00	0.03	0.00	0.01	0.00	0.00	0.24	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	17.10	0.00	0.00	0.00	0.00	0.00	0.00	0.16	8.35	7.25	0.35	0.07	0.48	0.02	0.26	0.01	0.00	0.03	0.02	0.02	0.05	0.00	0.01	0.02
Infrastructure Deduction	17.10	0.00	0.00	0.00	0.00	0.00	0.00	0.16	8.35	7.25	0.35	0.07	0.48	0.02	0.26	0.01	0.00	0.03	0.02	0.02	0.05	0.00	0.01	0.02
Market Factor	76.97	0.00	0.00	0.00	0.00	0.00	0.00	0.72	37.56	32.61	1.56	0.32	2.17	0.11	1.16	0.03	0.00	0.15	0.11	0.08	0.23	0.02	0.02	0.11
Net Acres	230.91	0.00	0.00	0.00	0.00	0.00	0.00	2.17	112.68	97.83	4.69	0.95	6.51	0.33	3.49	0.09	0.00	0.46	0.32	0.23	0.68	0.06	0.07	0.33
Underutilized Land																								
Gross Acres	5.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.40	2.55	0.00	0.00	0.00	0.21	0.16	0.42	0.00	0.00	0.68	0.56	0.00	0.59
Critical Areas	0.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.16	0.00	0.00	0.00	0.06	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.02	0.13	0.00	0.00	0.00	0.01	0.00	0.02	0.00	0.00	0.03	0.03	0.00	0.03
Infrastructure Deduction	0.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.02	0.13	0.00	0.00	0.00	0.01	0.00	0.02	0.00	0.00	0.03	0.03	0.00	0.03
Market Factor	1.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.09	0.57	0.00	0.00	0.00	0.05	0.00	0.09	0.00	0.00	0.14	0.13	0.00	0.13
Net Acres	3.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.27	1.72	0.00	0.00	0.00	0.14	0.00	0.28	0.00	0.00	0.42	0.38	0.00	0.40

Sources: City of Blaine, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Exhibit 28. Developable Residential Land Capacity, Blaine UGA, 2021-2036

	UGA	CB-M	CB-T	HCA	Ma	Mb	Mpr	PC	PR	RL	RM	R/O	RPR	SF-1	SF-2	CB TP- 60	CB M- 60	CB M- 48	CB G- 36	CB WV- 36	HCC	HCd	RH	CB G- 48
Net Developable Residential Acres (Vacant, PU, UU)	684.97	0.00	0.00	0.00	0.00	0.00	0.00	3.77	357.66	145.36	18.42	6.49	133.84	3.89	6.15	1.41	0.04	1.31	1.87	0.80	2.19	0.92	0.07	0.79
Single Family Developable Acres	546.67	-	-	-	-	-	-	-	282.37	145.36	-	3.25	105.66	3.89	6.15	-	-	-	-	-	-	-	-	0.00
Assumed Single Family Density (units/acre)								5	4	6	6	6	3	6	6								20	
Subtotal Single Family Unit Capacity	2,397	-	-	-	-	-	-	-	1,129	872	-	19	317	23	37	-	-	-	-	-	-	-	-	-
Existing Single Family Units	232	-	-	28	2	11	-	-	58	74	11	5	-	5	13	1	-	-	3	-	8	3	2	4
Pending Single Family Units	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Master Planned Single Family Units	1,552	-	-	-	-	-	-	-	1,177	-	-	-	375	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Single Family Unit Capacity	3,794	-	-	-	-	-	-	-	2,248	798	-	14	692	18	24	-	-	-	-	-	-	-	-	-
Potential Occupied Single Family Units	3,331	-	-	-	-	-	-	-	1,974	701	-	12	608	16	21	-	-	-	-	-	-	-	-	-
Single Family Population Capacity	8,258	-	-	-	-	-	-	-	4,893	1,737	-	30	1,506	39	52	-	-	-	-	-	-	-	-	-
Multifamily Developable Acres	138.30	-	-	-	-	-	-	3.77	75.30	-	18.42	3.25	28.18	-	-	1.41	0.04	1.31	1.87	0.80	2.19	0.92	0.07	0.79
Assumed Multifamily Density (units/acre)		20	20	20				12	18		12	24	12			20	20	20	20	20	20	20	24	20
Subtotal Multifamily Unit Capacity	1,194	-	-	-	-	-	-	68	301	-	221	78	338	-	-	28	1	26	37	16	44	18	2	16
Existing Multifamily Units	27	-	-	-	-	-	-	-	3	2	-	8	-	-	4	-	-	2	8	-	-	-	-	-
Pending Multifamily Units	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Master Planned Multifamily Units	583	-	-	-	-	-	220	-	212	-	-	-	151	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Multifamily Unit Capacity	1,756	-	-	-	-	-	220	68	510	-	221	70	489	-	-	28	1	24	29	16	44	18	2	16
Potential Occupied Multifamily Units	1,526	-	-	-	-	-	191	59	443	-	192	61	425	-	-	24	1	21	25	14	38	16	2	14
Multifamily Population Capacity	3,066	-	-	-	-	-	384	119	890	-	386	122	854	-	-	49	2	42	51	28	77	31	3	28
Net Dwelling Unit Capacity	5,550	-	-	-	-	-	220	68	2,758	798	221	84	1,181	18	24	28	1	24	29	16	44	18	2	16
Potential Occupied Dwelling Units	4,857	-	-	-	-	-	191	59	2,417	701	192	73	1,033	16	21	24	1	21	25	14	38	16	2	14
Population Capacity	11,324	-	-	-	-	-	384	119	5,783	1,737	386	152	2,360	39	52	49	2	42	51	28	77	31	3	28
Remaining Population Growth to Accommodate (2021-2036)	3,287																							
Population Capacity Surplus (Deficit)	8,037																							

Sources: City of Blaine, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Commercial and Industrial Development

Exhibit 29. Nonresidential Development, Achieved and Assumed Densities, City of Blaine, 2016-2021

Zoning Designation	Development Type	Acres Developed	Built Square Feet	Achieved Density (FAR)	Assumed Density (FAR)
PR	Commercial	N/A	N/A	N/A	0.60
PC	Commercial	N/A	N/A	N/A	0.80
R/O	Commercial	N/A	N/A	N/A	0.70
RPR	Commercial	0.5	6,955	0.31	0.70
CB G-36	Commercial	N/A	N/A	N/A	0.85
CB G-48	Commercial	N/A	N/A	N/A	0.85
CB-M	Commercial	0.9	19,644	0.51	1.00
CB M-48	Commercial	N/A	N/A	N/A	1.00
CB M-60	Commercial	N/A	N/A	N/A	1.00
CB-T	Commercial	N/A	N/A	N/A	1.00
CB TP-60	Commercial	N/A	N/A	N/A	1.00
CB WV-36	Commercial	N/A	N/A	N/A	1.00
CB-W	Commercial	3.7	62,296	0.39	1.00
	Industrial	N/A	N/A	N/A	1.00
GW	Commercial	N/A	N/A	N/A	0.90
	Industrial	2.3	22,873	0.23	0.90
HCA	Commercial	1.5	27,685	0.41	0.85
HCb	Commercial	N/A	N/A	N/A	0.85
HCc	Commercial	N/A	N/A	N/A	0.85
HCd	Commercial	N/A	N/A	N/A	0.85
M	Industrial	N/A	N/A	N/A	0.75
Ma	Commercial	N/A	N/A	N/A	0.75
	Industrial	N/A	N/A	N/A	0.75
Mb	Commercial	N/A	N/A	N/A	0.75
	Industrial	N/A	N/A	N/A	0.75
Mc	Commercial	N/A	N/A	N/A	0.75
	Industrial	2.9	43,600	0.35	0.75
Mpr	Commercial	N/A	N/A	N/A	0.70

Sources: City of Blaine, 2022; Community Attributes Inc., 2021.

Note: Assumed Density is the assumed density for evaluation of land suitable for development by zone.

Exhibit 30. Developable Nonresidential Land Supply, Blaine UGA, 2021-2036

	UGA Total	GW	HCA	Ma	Mb	Mc	Mpr	PC	PR	RL	R/O	RPR	CB TP- 60	CB M- 60	CB M- 48	CB G- 36	CB WV- 36	HCb	HCc	HCd	CB G- 48
Vacant Land																					
Gross Acres	262.01	9.05	41.03	15.07	122.02	9.23	0.00	2.58	19.40	0.00	13.69	11.38	0.25	0.08	0.32	0.53	3.01	2.59	1.43	0.63	0.02
Critical Areas	105.40	0.00	24.34	1.83	55.65	0.73	0.00	1.88	2.54	0.00	12.44	2.62	0.08	0.07	0.08	0.03	2.64	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	7.83	0.45	0.83	0.66	3.32	0.43	0.00	0.03	0.84	0.00	0.06	0.44	0.01	0.00	0.01	0.03	0.02	0.13	0.07	0.03	0.00
Infrastructure Deduction	7.83	0.45	0.83	0.66	3.32	0.43	0.00	0.03	0.84	0.00	0.06	0.44	0.01	0.00	0.01	0.03	0.02	0.13	0.07	0.03	0.00
Market Factor	21.14	1.22	2.25	1.79	8.96	1.15	0.00	0.09	2.28	0.00	0.17	1.18	0.02	0.00	0.03	0.07	0.05	0.35	0.19	0.08	0.00
Net Acres	119.80	6.93	12.76	10.13	50.77	6.50	0.00	0.53	12.89	0.00	0.96	6.70	0.13	0.01	0.19	0.39	0.28	1.98	1.09	0.48	0.01
Partially-Used Land																					
Gross Acres	43.68	15.80	2.93	0.00	4.87	2.76	0.00	1.27	9.54	0.00	0.35	0.51	0.05	0.00	0.24	0.12	0.18	1.63	1.01	0.09	0.12
Critical Areas	10.97	4.58	1.59	0.00	0.71	0.15	0.00	0.19	0.76	0.00	0.00	0.00	0.03	0.00	0.01	0.00	0.01	0.71	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	1.64	0.56	0.07	0.00	0.21	0.13	0.00	0.05	0.44	0.00	0.02	0.03	0.00	0.00	0.01	0.01	0.01	0.05	0.05	0.00	0.01
Infrastructure Deduction	1.64	0.56	0.07	0.00	0.21	0.13	0.00	0.05	0.44	0.00	0.02	0.03	0.00	0.00	0.01	0.01	0.01	0.05	0.05	0.00	0.01
Market Factor	7.36	2.52	0.30	0.00	0.94	0.59	0.00	0.24	1.98	0.00	0.08	0.11	0.00	0.00	0.05	0.03	0.04	0.21	0.23	0.02	0.03
Net Acres	22.08	7.57	0.90	0.00	2.81	1.76	0.00	0.72	5.93	0.00	0.24	0.34	0.01	0.00	0.15	0.08	0.12	0.62	0.68	0.06	0.08
Underutilized Land																					
Gross Acres	64.54	0.30	6.19	13.03	42.07	0.00	0.00	0.00	0.00	0.00	0.64	0.00	0.02	0.04	0.14	0.00	0.00	0.72	0.68	0.56	0.15
Critical Areas	29.17	0.00	2.10	4.45	22.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.04	0.00	0.00	0.00	0.00	0.06	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	1.77	0.01	0.20	0.43	0.98	0.00	0.00	0.00	0.00	0.00	0.03	0.00	0.00	0.00	0.01	0.00	0.00	0.04	0.03	0.03	0.01
Infrastructure Deduction	1.77	0.01	0.20	0.43	0.98	0.00	0.00	0.00	0.00	0.00	0.03	0.00	0.00	0.00	0.01	0.00	0.00	0.04	0.03	0.03	0.01
Market Factor	7.96	0.07	0.92	1.93	4.40	0.00	0.00	0.00	0.00	0.00	0.14	0.00	0.01	0.00	0.03	0.00	0.00	0.16	0.14	0.13	0.03
Net Acres	23.87	0.20	2.76	5.79	13.20	0.00	0.00	0.00	0.00	0.00	0.43	0.00	0.02	0.00	0.09	0.00	0.00	0.49	0.42	0.38	0.10

Sources: City of Blaine, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Exhibit 31. Developable Nonresidential Land Capacity, Blaine UGA, 2021-2036

	UGA	GW	HCA	Ma	Mb	Mc	Mpr	PC	PR	RL	R/O	RPR	CB TP- 60	CB M- 60	CB M- 48	CB G- 36	CB WV- 36	HCb	HCc	HCd	CB G- 48
Net Developable Employment Acres (Vacant, PU, UU)	165.76	14.70	16.42	15.92	66.78	8.27	0.00	1.26	18.82	0.00	1.62	7.04	0.16	0.01	0.44	0.47	0.40	3.08	2.19	0.92	0.20
Commercial Developable Acres	71.97	14.70	16.42	-	-	-	-	1.26	18.82	-	1.62	7.04	0.16	0.01	0.44	0.47	0.40	3.08	2.19	0.92	0.20
Assumed Commercial Density (FAR)		0.9	0.9	0.8	0.8	0.8	0.7	0.8	0.6		0.7	0.7	1.0	1.0	1.0	0.9	1.0	0.9	0.9	0.9	0.9
Subtotal: Commercial Capacity (SF)	2,466,577	576,235	608,115	-	-	-	-	43,790	491,993	-	49,505	214,792	6,825	413	19,010	17,314	17,396	114,111	81,215	33,946	7,290
Existing Commercial Space (SF)	143,180	45,286	13,682	-	-	-	-	17,773	-	160	11,177	-	1,223	2,472	18,393	1,494	2,182	5,640	3,848	2,352	5,945
Pending Commercial Space (SF)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Master Planned Commercial Space (SF)	225,000	37,000	-	-	-	-	71,000	-	72,000	-	-	45,000	-	-	-	-	-	-	-	-	-
Subtotal: Net Commercial Capacity (SF)	2,558,953	567,949	594,433	-	-	-	71,000	26,017	563,993	-	38,328	259,792	5,602	-	617	15,820	15,214	108,471	77,367	31,594	1,345
Potential Occupied Commercial Space (SF)	2,431,006	539,552	564,711	-	-	-	67,450	24,716	535,793	-	36,412	246,802	5,322	-	586	15,029	14,453	103,047	73,499	30,014	1,278
Commercial Employment Capacity	4,578	1,016	1,063	-	-	-	127	47	1,009	-	69	465	10	-	1	28	27	194	138	57	2
Industrial Developable Acres	93.79	-	-	15.92	66.78	8.27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Assumed Industrial Density (FAR)		0.9		0.8	0.8	0.8															
Subtotal: Industrial Capacity (SF)	3,094,830	-	-	520,064	2,181,559	270,122	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Existing Industrial Space (SF)	19,761	-	1,044	-	-	200	-	-	-	4,864	-	-	-	-	-	-	2,000	-	6,253	-	-
Pending Industrial Space (SF)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Master Planned Industrial Space (SF)	10,208	10,208	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Industrial Capacity (SF)	3,104,838	10,208	-	520,064	2,181,559	269,922	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Potential Occupied Industrial Space (SF)	2,949,596	9,698	-	494,061	2,072,481	256,426	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Industrial Employment Capacity	3,992	13	-	669	2,804	347	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Commercial & Industrial Capacity (SF)	5,663,791	578,157	594,433	520,064	2,181,559	269,922	71,000	26,017	563,993	-	38,328	259,792	5,602	-	617	15,820	15,214	108,471	77,367	31,594	1,345
Potential Occupied Commercial & Industrial Employment Capacity	5,380,602	549,249	564,711	494,061	2,072,481	256,426	67,450	24,716	535,793	-	36,412	246,802	5,322	-	586	15,029	14,453	103,047	73,499	30,014	1,278
	8,570	1,029	1,063	669	2,804	347	127	47	1,009	-	69	465	10	-	1	28	27	194	138	57	2
Remaining Employment Growth to Accommodate (2021-2036)	1,578																				
Employment Capacity Surplus (Deficit)	6,992																				

Sources: City of Blaine, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

4. Cherry Point UGA

The Cherry Point Urban Growth Area is characterized by and planned for industrial uses. This UGA does not have residential zoning or allocated population growth. The UGA has an employment growth allocation of 774 between 2016 and 2036 (**Exhibit 2**).

Achieved Growth 2016-2021

Permit data for the Cherry Point UGA is not a sufficient data source to estimate past employment growth. This is because a major employer in the UGA shutdown in 2020. Additionally, the Cherry Point Urban Growth Area is unique in that many of the building permits are not for the more traditional enclosed industrial buildings that have been permitted in other cities and UGAs (building permits at Cherry Point include equipment, pipe supports, platforms, etc.). Therefore, Whatcom County contracted with Western Washington University to provide an employment growth estimate for the review period (*Employment at Cherry Point, June 2021*). Employment data for 2016 was limited. Therefore, the employment estimate represents growth between 2017 and 2021. Based on these estimates, the Cherry Point UGA declined in employment by 141 (**Exhibit 7**). Cherry Point UGA employment declined between 2016 and 2021 because of job losses

associated with the Alcoa Intalco shutdown in 2020.

Employment Assumptions

Occupancy rate and employment density assumptions for estimating future growth capacity in the Cherry Point UGA are:

- 95.0% Industrial occupancy rate
- 1,779 Industrial square feet per employee

The Cherry Point UGA will need to accommodate 876 more jobs between 2021 and 2036 under current planning assumptions (**Exhibit 7**).

Employment Capacity 2021-2036

The *Whatcom County Comprehensive Plan* does not have adopted industrial planned densities. Between 2016 and 2021 the Cherry Point UGA has seen an overall achieved industrial FAR of 0.11 (**Exhibit 11**).

Based on achieved densities between 2016 and 2021, Whatcom County is assuming future FARs of 0.10 for the HII zone and 0.12 for the LII zone (**Exhibit 32**).

The Cherry Point UGA has estimated net land capacity for employment growth of 1,152 acres (**Exhibit 33**), with a total estimated potential occupied industrial capacity of over 4.6 million square feet. Based on square feet per employee assumptions, the Cherry Point UGA has an estimated future employment capacity of 2,613, indicating an estimated employment capacity surplus of 1,737 (**Exhibit 34**).

Regulatory Changes

The County has evaluated development regulations adopted in the review period (April 1, 2016 - March 31, 2021). Only Ordinance 2019-005 could prevent assigned densities from being achieved or impact the quantity of land suitable for development in the remainder of the 20-year planning period (2021-2036). In an e-mail of October 6, 2021, a representative of the Whatcom County Public Works River & Flood Division stated:

. . . the 2019 revisions were done mainly to reflect updated flood study and the most recent just adopted in 2021 was for compliance with building freeboard required for CRS [Community Rating System] credit, nothing to do with 'supply of land'. That being said, the flood study did change the Base Flood Elevations and floodplain boundaries in those areas and

the FEMA Biological Opinion does restrict density in the floodplain. . .

A September 30, 2021 River & Flood Division memo attached to the e-mail states that the Special Flood Hazard Area is:

. . . designated Critical Area and/or Habitat Conservation Area (HCA) per WCC Title-16. As such, creating additional 'buildable' lots within a Critical Area or HCA may be prohibited. For further information reference WCC 16.16.420 – Frequently Flooded Areas. . .

Pursuant to the *Whatcom County Review and Evaluation Program Methodology*, Whatcom County deducted floodplains from the buildable land supply.

After the end of the review period, the County Council adopted Ordinance 2021-046 prohibiting certain uses and requiring a conditional use permit for certain uses in the Cherry Point UGA. This ordinance also included greenhouse gas provisions in SEPA.

Infrastructure Gaps

Whatcom County has reviewed capital facility plans and/or consulted with service providers. Based upon these actions, the County has not identified any infrastructure gaps that would

prevent service providers from supplying planned capital facilities to developable land in the Cherry Point UGA within the remaining portion of the planning period (2021-2036).

Analysis of Comprehensive Plan Objectives and Reasonable Measures

The Cherry Point UGA experienced negative job growth in the review period because of the Alcoa Intalco shutdown, which resulted in the loss of approximately 662 jobs at this plant (*Employment at Cherry Point, June 2021, page 8*). The shutdown was a business decision by a large corporation based upon a number of factors, including the global business environment. If not for this shutdown, employment growth in the UGA would have outpaced the growth allocated in the Whatcom County Comprehensive Plan.

Whatcom County Comprehensive Plan Policy 7B-1 states:

The Port of Bellingham, serving as the ADO [Associate Development Organization], will work with the cities, the County, Chambers of Commerce, educational institutions, and other groups to assist retention and expansion of existing local businesses and to attract appropriate businesses to Whatcom County. . .

The Port of Bellingham is actively working to recruit a business for the Alcoa Intalco property. A reasonable measure is for the Port of Bellingham to continue the recruitment process until a new tenant is found, in order to facilitate job growth as envisioned in the *Whatcom County Comprehensive Plan* and implement Comprehensive Plan Policy 7B-1.

Commercial and Industrial Development

Exhibit 32. Nonresidential Development, Achieved and Assumed Densities, Cherry Point UGA, 2016-2021

Zoning Designation	Development Type	Acres Developed	Built Square Feet	Achieved Density (FAR)	Assumed Density (FAR)
HII	Industrial	8.8	39,560	0.10	0.10
LII	Industrial	8.0	40,991	0.12	0.12

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Note: Assumed Density is the assumed density for evaluation of land suitable for development by zone.

Exhibit 33. Developable Nonresidential Land Supply, Cherry Point UGA, 2021 -2036

	UGA Total	HII	LII
Vacant Land			
Gross Acres	3,834.69	3,765.09	69.60
Critical Areas	2,188.05	2,132.12	55.93
Future Public Uses	10.00	10.00	0.00
Infrastructure Gaps	0.00	0.00	0.00
Quasi-Public Use Deduction	81.83	81.15	0.68
Infrastructure Deduction	163.66	162.30	1.37
Market Factor	313.01	310.39	2.62
Net Acres	1,078.14	1,069.13	9.01
Partially-Used Land			
Gross Acres	148.42	148.42	0.00
Critical Areas	109.30	109.30	0.00
Future Public Uses	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00
Quasi-Public Use Deduction	1.96	1.96	0.00
Infrastructure Deduction	3.91	3.91	0.00
Market Factor	10.81	10.81	0.00
Net Acres	22.45	22.45	0.00
Underutilized Land			
Gross Acres	223.24	218.47	4.77
Critical Areas	133.21	130.42	2.79
Future Public Uses	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00
Quasi-Public Use Deduction	4.50	4.40	0.10
Infrastructure Deduction	9.00	8.80	0.20
Market Factor	24.87	24.32	0.55
Net Acres	51.65	50.52	1.14

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Exhibit 34. Developable Nonresidential Land Capacity, Cherry Point UGA, 2021-2036

	UGA	HII	LII
Net Developable Employment Acres (Vacant, PU, UU)	1,152.24	1,142.09	10.15
Commercial Developable Acres	-	-	-
Assumed Commercial Density (FAR)			
Subtotal: Commercial Capacity (SF)	-	-	-
Existing Commercial Space (SF)	11,328	11,328	-
Pending Commercial Space (SF)	-	-	-
Master Planned Commercial Space (SF)	-	-	-
Subtotal: Net Commercial Capacity (SF)	-	-	-
Potential Occupied Commercial Space (SF)	-	-	-
Commercial Employment Capacity	-	-	-
Industrial Developable Acres	1152.24	1142.09	10.15
Assumed Industrial Density (FAR)		0.1	0.1
Subtotal: Industrial Capacity (SF)	5,027,995	4,974,958	53,037
Existing Industrial Space (SF)	134,000	134,000	-
Pending Industrial Space (SF)	-	-	-
Master Planned Industrial Space (SF)	-	-	-
Subtotal: Net Industrial Capacity (SF)	4,893,995	4,840,958	53,037
Potential Occupied Industrial Space (SF)	4,649,295	4,598,910	50,385
Industrial Employment Capacity	2,613	2,585	28
Net Commercial & Industrial Capacity (SF)	4,893,995	4,840,958	53,037
Potential Occupied Commercial & Industrial Employment Capacity	4,649,295	4,598,910	50,385
	2,613	2,585	28
Remaining Employment Growth to Accommodate (2021-2036)	876		
Employment Capacity Surplus (Deficit)	1,737		

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

5. Columbia Valley UGA

The Columbia Valley Urban Growth Area, one of three Non-City UGAs, is projected to reach 4,448 total population and 444 employees by 2036. The UGA has projected growth allocations of 1,170 new residents and 312 new jobs between 2016 and 2036 (**Exhibit 1** and **Exhibit 2**).

Achieved Growth 2016-2021

Based on permit data collected between 2016 and 2021, occupancy, persons per household and square feet per employee assumptions, new construction in the Columbia Valley UGA accommodated an estimated 271 new residents and 11 new jobs over this five-year period (**Exhibit 6** and **Exhibit 7**).

The Columbia Valley UGA achieved an overall residential density of 4.9 units per net acre between 2016 and 2021. This is within the range of 4.0 to 6.0 units per net acre planned in the *Whatcom County Comprehensive Plan* (**Exhibit 11**).

Whatcom County has not adopted planned densities for commercial or industrial uses. Between 2016 and 2021, the UGA achieved a commercial FAR of 0.05, and did not have industrial development during the period (**Exhibit 11**). The commercial FAR is based

upon a limited number of commercial building permits (2) issued between April 1, 2016 and March 31, 2021. One of the 2 building permits was in a commercial zone (the other was in a residential zone). The permit in commercial zone was for a new food bank.

Population and Employment Assumptions

Occupancy rate and population and employment assumptions for estimating future growth capacity in the Columbia Valley UGA are:

- 88.0% residential occupancy rate
- 95.0% Commercial and Industrial occupancy rate
- 2.90 persons per household
- 532 and 812 respectively Commercial and Industrial square feet per employee

Population Capacity 2021-2036

The Columbia Valley UGA will need to accommodate 899 more residents and 301 more jobs between 2021 and 2036 under current planning assumptions (**Exhibit 6** and **Exhibit 7**).

Based on achieved densities between 2016 and 2021, Whatcom County is assuming future residential densities of 4.9 units per acre for

both single family and multifamily development (**Exhibit 35**).

The Columbia Valley UGA has estimated net land capacity for population growth of 178.4 acres (**Exhibit 36**), with a total estimated potential occupied unit capacity of 747 dwelling units. Based on persons per household assumptions, the Columbia Valley UGA has an estimated population capacity of 2,167, indicating an estimated population capacity surplus of 1,268 (**Exhibit 37**).

Housing Needs by Type

The *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3 – Estimated Dwelling Units Needed, page 3-8) indicates that the Columbia Valley UGA has a need for 613 new single-family dwelling units during the 2013-2036 planning period (the Comprehensive Plan does not estimate multifamily housing needs for Columbia Valley). The calculation for Chart 3 in the *Whatcom County Comprehensive Plan* included building activity from 2013. Therefore, the analysis below includes permit data from April 1, 2013, even though the planning period for this Buildable Lands Report is from 2016.

- Between April 1, 2013 and March 31, 2021, Whatcom County performed final inspections on 120 single-family and 0

multi-family units in the Columbia UGA. Comparing units built and the needs indicated on Chart 3, the Columbia Valley UGA needs an additional 493 single-family units between 2021 and 2036.

- The Columbia Valley UGA has an estimated 2021-2036 capacity for 840 single-family and 9 multi-family housing units (**Exhibit 37**).

The capacity to accommodate single family residential housing in the Columbia Valley UGA is sufficient to accommodate the single family dwelling units needed in the planning period as established in the *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3).

Employment Capacity 2021-2036

Whatcom County is using an average of the small city FARs for future commercial and industrial development, since there is little or no data on achieved densities in the Columbia Valley UGA (**Exhibit 38**).

The Columbia Valley UGA has estimated net land capacity for employment growth of 33.1 acres (**Exhibit 39**), with a total estimated potential occupied commercial and industrial capacity of 278,205 square feet. Based on square feet per employee assumptions, the

UGA has an estimated employment capacity of 420, indicating an estimated employment capacity surplus of 119 (**Exhibit 40**).

Regulatory Changes

The County has evaluated development regulations adopted in the review period (April 1, 2016 – March 31, 2021). No ordinances adopted during the review period have been identified that would prevent assigned densities from being achieved or impact the quantity of land suitable for development in the remainder of the 20-year planning period (2021-2036).

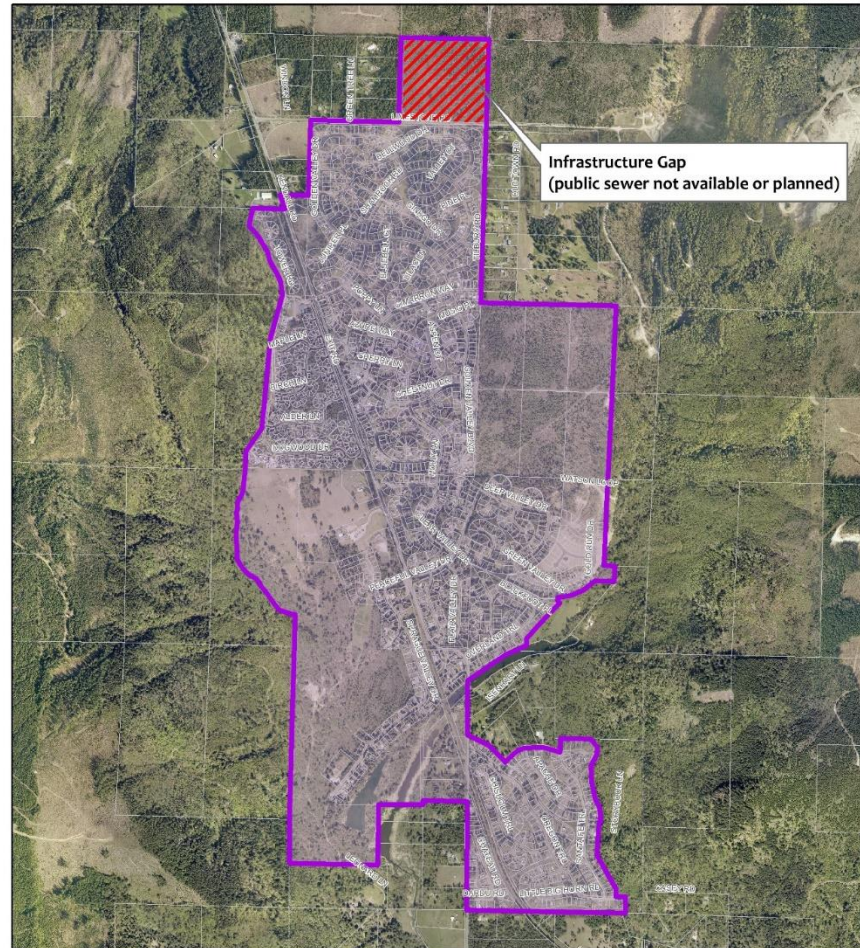
Infrastructure Gaps

Whatcom County has reviewed capital facility plans and/or consulted with service providers. Based upon these actions, the County has the following comments on infrastructure gaps that would prevent service providers from supplying planned capital facilities to developable land in the Columbia Valley UGA within the planning period (2021-2036).

Water District 13 is the only sewer purveyor in the UGA. There is no public sewer in parts of the UGA outside of District 13, including the Planned Industrial area north of Limestone Rd. On-site sewage systems may be used in areas with no sewer, which will


especially affect the Planned Light Impact Industrial Area. A 30% deduction will be taken from the land in the Planned Light Impact Industrial Area to account for the lack of public sewer. A map of the Columbia Valley UGA showing the land area associated with this deduction is provide below. Residential areas located outside District 13 are platted already and have developed with on-site sewage systems.

Additionally, the Water District 13 Sewer Plan will need to be updated to serve planned growth within its boundaries, as the existing Sewer System Plan only plans for projected population and sewer connections through the year 2029.



Columbia Valley UGA - Infrastructure Gaps

Legend

 Columbia Valley UGA

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March 2022
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**Analysis of Comprehensive Plan
Objectives and Reasonable Measures**

The Columbia Valley UGA has experienced slow employment growth between 2016 and 2021. The *Whatcom County Comprehensive Plan* employment projection would suggest that about 78 jobs should be created in the Columbia Valley UGA over a given five-year period (Chapter 1, page 1-8). However, the Data Reporting Tool estimates that only 11 jobs were created in the UGA between 2016 and 2021.

The County rezoned land in the UGA from Urban Residential to General Commercial in 2009 to provide land for business within the UGA. There is also a Planned Light Impact Industrial designation in the northern portion of the UGA, but this site has not yet been rezoned to accommodate industry. Therefore, it is not able to accommodate intensive employment growth at this time. A potential reasonable measure the County could consider is rezoning the Planned Light Impact Industrial area for industrial uses as set forth in the *Foothills Subarea Plan* (pages 2-12, 12-4, 12-5, and 12-10).

Residential Development

Exhibit 35. Residential Development, Achieved and Assumed Densities, Columbia Valley UGA, 2016-2021

Zoning Designation	Development Type	Acres Developed	Dwelling Units	Achieved Density (Units/Acre)	Density Assumed (Units/Acre)
UR4	Single Family	22.2	109	4.91	4.91
GC	Multifamily	N/A	N/A	N/A	4.91

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Note: "Density Assumed" is the assumed density for evaluation of land suitable for development by zone.

Exhibit 36. Residential Land Supply, Columbia Valley UGA, 2021 -2036

	UGA Total	UR4	GC	RF
Vacant Land				
Gross Acres	408.37	406.02	2.35	0.00
Critical Areas	101.05	100.94	0.11	0.00
Future Public Uses	3.00	3.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	15.22	15.10	0.11	0.00
Infrastructure Deduction	69.70	69.48	0.22	0.00
Market Factor	52.66	52.20	0.46	0.00
Net Acres	166.74	165.29	1.45	0.00
Partially-Used Land				
Gross Acres	29.17	29.17	0.00	0.00
Critical Areas	6.53	6.53	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	1.13	1.13	0.00	0.00
Infrastructure Deduction	5.21	5.21	0.00	0.00
Market Factor	4.89	4.89	0.00	0.00
Net Acres	11.41	11.41	0.00	0.00
Underutilized Land				
Gross Acres	0.49	0.00	0.49	0.00
Critical Areas	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.02	0.00	0.02	0.00
Infrastructure Deduction	0.05	0.00	0.05	0.00
Market Factor	0.13	0.00	0.13	0.00
Net Acres	0.29	0.00	0.29	0.00

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Exhibit 37. Developable Residential Land Capacity, Columbia Valley UGA, 2021 -2036

	UGA	UR4	GC	RF
Net Developable Residential Acres (Vacant, PU, UU)	178.45	176.71	1.74	0.00
Single Family Developable Acres	176.71	176.71	-	-
Assumed Single Family Density (units/acre)		5		
Subtotal Single Family Unit Capacity	868	868	-	-
Existing Single Family Units	87	86	1	-
Pending Single Family Units	58	58	-	-
Master Planned Single Family Units	-	-	-	-
Subtotal: Net Single Family Unit Capacity	840	840	-	-
Potential Occupied Single Family Units	739	739	-	-
Single Family Population Capacity	2,144	2,144	-	-
Multifamily Developable Acres	1.74	-	1.74	-
Assumed Multifamily Density (units/acre)			5	
Subtotal Multifamily Unit Capacity	9	-	9	-
Existing Multifamily Units	-	-	-	-
Pending Multifamily Units	-	-	-	-
Master Planned Multifamily Units	-	-	-	-
Subtotal: Net Multifamily Unit Capacity	9	-	9	-
Potential Occupied Multifamily Units	8	-	8	-
Multifamily Population Capacity	23	-	23	-
Net Dwelling Unit Capacity	849	840	9	-
Potential Occupied Dwelling Units	747	739	8	-
Population Capacity	2,167	2,144	23	-
Remaining Population Growth to Accommodate (2021-2036)	899			
Population Capacity Surplus (Deficit)	1,268			

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Commercial and Industrial Development

Exhibit 38. Nonresidential Development, Achieved and Assumed Densities, Columbia Valley UGA, 2016 - 2021

Zoning Designation	Development Type	Acres Developed	Built Square Feet	Achieved Density (FAR)	Assumed Density (FAR)
UR4	Commercial	0.1	864	0.27	N/A
GC	Commercial	2.6	5,500	0.05	0.18
RF	Industrial	N/A	N/A	N/A	0.22

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Note: Assumed Density is the assumed density for evaluation of land suitable for development by zone.

Exhibit 39. Developable Nonresidential Land Supply, Columbia Valley UGA, 2021 -2036

	UGA Total	UR4	GC	RF
Vacant Land				
Gross Acres	59.74	0.00	21.16	38.58
Critical Areas	0.97	0.00	0.97	0.00
Future Public Uses	0.00	0.00	0.00	0.00
Infrastructure Gaps	11.57	0.00	0.00	11.57
Quasi-Public Use Deduction	2.36	0.00	1.01	1.35
Infrastructure Deduction	4.72	0.00	2.02	2.70
Market Factor	9.63	0.00	4.12	5.51
Net Acres	30.49	0.00	13.04	17.45
Partially-Used Land				
Gross Acres	0.00	0.00	0.00	0.00
Critical Areas	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.00	0.00	0.00	0.00
Infrastructure Deduction	0.00	0.00	0.00	0.00
Market Factor	0.00	0.00	0.00	0.00
Net Acres	0.00	0.00	0.00	0.00
Underutilized Land				
Gross Acres	4.43	0.00	4.43	0.00
Critical Areas	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.22	0.00	0.22	0.00
Infrastructure Deduction	0.44	0.00	0.44	0.00
Market Factor	1.13	0.00	1.13	0.00
Net Acres	2.64	0.00	2.64	0.00

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

Exhibit 40. Developable Nonresidential Land Capacity, Columbia Valley UGA, 2021-2036

	UGA	UR4	GC	RF
Net Developable Employment Acres (Vacant, PU, UU)	33.12	0.00	15.68	17.45
Commercial Developable Acres	15.68	-	15.68	-
Assumed Commercial Density (FAR)			0.2	
Subtotal: Commercial Capacity (SF)	125,658	-	125,658	-
Existing Commercial Space (SF)	-	-	-	-
Pending Commercial Space (SF)	-	-	-	-
Master Planned Commercial Space (SF)	-	-	-	-
Subtotal: Net Commercial Capacity (SF)	125,658	-	125,658	-
Potential Occupied Commercial Space (SF)	119,375	-	119,375	-
Commercial Employment Capacity	224	-	224	-
Industrial Developable Acres	17.45	-	-	17.45
Assumed Industrial Density (FAR)				0.2
Subtotal: Industrial Capacity (SF)	167,189	-	-	167,189
Existing Industrial Space (SF)	-	-	-	-
Pending Industrial Space (SF)	-	-	-	-
Master Planned Industrial Space (SF)	-	-	-	-
Subtotal: Net Industrial Capacity (SF)	167,189	-	-	167,189
Potential Occupied Industrial Space (SF)	158,830	-	-	158,830
Industrial Employment Capacity	196	-	-	196
Net Commercial & Industrial Capacity (SF)	292,847	-	125,658	167,189
Potential Occupied Commercial & Industrial	278,205	-	119,375	158,830
Employment Capacity	420	-	224	196
Remaining Employment Growth to Accommodate (2021-2036)	301			
Employment Capacity Surplus (Deficit)	119			

Sources: Whatcom County, 2022; Community Attributes Inc., 2021.

6. Everson UGA

The Everson Urban Growth Area is projected to reach a total population and employment of 3,907 and 1,312 respectively by 2036. The UGA has projected growth allocation of 1,080 for population and 523 for employment between 2016 and 2036 (**Exhibit 1** and **Exhibit 2**).

Achieved Growth 2016-2021

Based on permit data collected between 2016 and 2021 and occupancy and persons per household and square feet per employee assumptions, the Everson UGA grew by an estimated 317 population (100% within the City of Everson) and 16 employment (79% within the City of Everson) (**Exhibit 6** and **Exhibit 7**).

Between 2016 and 2021, the City of Everson achieved densities greater than planned for residential uses, 4.8 units per acre achieved compared to 4.0 planned based in the *Whatcom County Land Capacity Analysis Report* referenced in the *2016 City of Everson Comprehensive Plan*. This achieved residential density also falls within the planned density range of 4.0 to 6.0 units per acre adopted in the *Whatcom County Comprehensive Plan* for the City of Everson. The unincorporated portions of the Everson UGA have seen no

residential or commercial development between 2016 and 2021 (**Exhibit 11**).

The City of Everson, in the Comprehensive Plan, references commercial and industrial planned densities based on the *Whatcom County Land Capacity Analysis*. Whatcom County has not adopted planned densities for commercial or industrial uses. Planned commercial and industrial FAR for the Everson UGA are 0.20 and 0.30, respectively. Between 2016 and 2021, incorporated areas of the UGA have achieved a commercial FAR of 0.26, exceeding the adopted FAR. No industrial developed has occurred in the City of Everson between 2016 and 2021. Limited industrial development in the unincorporated portion of the UGA achieved a 0.01 FAR (**Exhibit 11**).

Population and Employment Assumptions

Specific occupancy rate and population and employment density assumptions for estimating future growth capacity in the Everson UGA are:

- 97.0% Single Family occupancy rate
- 92.8% Multifamily occupancy rate
- 95.0% Commercial and Industrial occupancy rate

- 3.066 Single Family persons per household
- 2.901 Multifamily persons per household
- 800 and 1,501 respectively Commercial and Industrial square feet per employee

The Everson UGA has an estimated 763 population and 507 employment growth remaining to accommodate between 2021 and 2036 (**Exhibit 6** and **Exhibit 7**).

Population Capacity 2021-2036

The City of Everson is utilizing achieved densities when estimating future residential land capacity. Based on achieved densities between 2016 and 2021 and planning assumptions, City of Everson planners are assuming future single family density of 4.4 units per acre, and 8.5 units per acre for multifamily zones (**Exhibit 41**).

The Everson UGA has estimated net land capacity for population growth of 248.4 acres (**Exhibit 42**), with a total estimated potential occupied unit capacity of 1,203 dwelling units. Based on persons per household assumptions, the UGA has an estimated population capacity of 3,634, indicating an estimated population capacity surplus of 2,871 (**Exhibit 43**).

Housing Needs by Type

The *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3 – Estimated Dwelling Units Needed, page 3-8) indicates that Everson has a need for 277 single-family, 129 multi-family, and 28 other (“group housing”) new dwelling units during the 2013-2036 planning period. The calculation for Chart 3 in the *Whatcom County Comprehensive Plan* included building activity from 2013. Therefore, the analysis below includes permit data from April 1, 2013, even though the planning period for this Buildable Lands Report is from 2016.

- Between April 1, 2013 and March 31, 2021, Everson issued building permits for 117 single-family and 20 multi-family units. No group housing has been built during this time. Comparing units built and the needs indicated on Chart 3, Everson needs an additional 160 single-family units, 109 multi-family units, and 28 group housing units between 2021 and 2036.
- The City and unincorporated UGA have an estimated 2021-2036 capacity for 904 single-family and 351 multi-family housing units (**Exhibit 43**). The multi-family capacity includes group housing.

These capacities are sufficient to accommodate the dwelling unit types needed in the planning period as established in the Whatcom County Comprehensive Plan (Chapter 3- Housing, Chart 3).

Employment Capacity 2021-2036

The City of Everson is utilizing achieved densities (when available) when estimating future land capacity for employment. Based on achieved densities between 2016 and 2021 and planning assumptions, City of Everson planners are assuming a future commercial FAR of 0.26 and an industrial FAR of 0.30 (**Exhibit 44**).

The Everson UGA has estimated net land capacity for employment growth of 179.4 acres (**Exhibit 45**), with a total estimated potential occupied commercial and industrial capacity of 2.1 million square feet. Based on square feet per employee assumptions, the Everson UGA has an estimated employment capacity of 1,575, indicating an estimated employment capacity surplus of 1,065 (**Exhibit 46**).

Regulatory Changes

The City of Everson has not identified any regulatory changes that would prevent assigned densities from being achieved or impact the quantity of land suitable for

development during the remainder of the planning period.

Infrastructure Gaps

The City of Everson has not identified any infrastructure gaps that would prevent assigned densities from being achieved or impact the quantity of land suitable for development during the remainder of the planning period (2021 to 2036).

Analysis of Comprehensive Plan Objectives and Reasonable Measures

The City of Everson has determined that growth targets and assumptions are being met to a reasonable degree; therefore, an analysis of comprehensive plan development targets, assumptions and objectives is not deemed necessary.

Based on the results presented in the Buildable Land Report, implementation of reasonable measures is not deemed necessary. If in the future it is determined that Reasonable Measures are appropriate, then the following measures could be considered for implementation:

- Increase residential densities by reducing minimum lot sizes in the Residential District above the increases likely to result from

establishment of the Residential-7500
Subzone.

- Increase opportunities for construction of
accessory dwelling units (ADUs).

Residential Development

Exhibit 41. Residential Development, Achieved and Assumed Densities, City of Everson, 2016-2021

Zoning Designation	Development Type	Acres Developed	Dwelling Units	Achieved Density (Units/Acre)	Density Assumed (Units/Acre)
RES	Single Family	20.3	89	4.38	4.38
	Multifamily	0.3	2	7.14	N/A
RES-7500	Single Family	N/A	N/A	N/A	4.38
RMU	Single Family	0.4	3	7.33	N/A
	Multifamily	1.6	14	8.50	8.50

Sources: City of Everson, 2022; Community Attributes Inc., 2021.

Note: "Density Assumed" is the assumed density for evaluation of land suitable for development by zone.

Exhibit 42. Residential Land Supply, Everson UGA, 2021-2036

	UGA Total	RES	RES-7500	RMU	COM	LI
Vacant Land						
Gross Acres	201.31	161.60	0.64	39.07	0.00	0.00
Critical Areas	20.18	20.18	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	9.06	7.07	0.03	1.95	0.00	0.00
Infrastructure Deduction	9.06	7.07	0.03	1.95	0.00	0.00
Market Factor	24.45	19.09	0.09	5.27	0.00	0.00
Net Acres	138.57	108.19	0.49	29.89	0.00	0.00
Partially-Used Land						
Gross Acres	214.57	201.09	0.00	13.48	0.00	0.00
Critical Areas	51.84	50.37	0.00	1.48	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	8.14	7.54	0.00	0.60	0.00	0.00
Infrastructure Deduction	8.14	7.54	0.00	0.60	0.00	0.00
Market Factor	36.61	33.91	0.00	2.70	0.00	0.00
Net Acres	109.84	101.74	0.00	8.10	0.00	0.00
Underutilized Land						
Gross Acres	0.00	0.00	0.00	0.00	0.00	0.00
Critical Areas	0.00	0.00	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Deduction	0.00	0.00	0.00	0.00	0.00	0.00
Market Factor	0.00	0.00	0.00	0.00	0.00	0.00
Net Acres	0.00	0.00	0.00	0.00	0.00	0.00

Sources: City of Everson, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Exhibit 43. Developable Residential Land Capacity, Everson UGA, 2021-2036

	UGA	RES	RES-7500	RMU	COM	LI
Net Developable Residential Acres (Vacant, PU, UU)	248.41	209.93	0.49	37.99	0.00	0.00
Single Family Developable Acres	210.42	209.93	0.49	-	-	-
Assumed Single Family Density (units/acre)		4	4			
Subtotal Single Family Unit Capacity	921	919	2	-	-	-
Existing Single Family Units	63	37	-	5	16	5
Pending Single Family Units	20	20	-	-	-	-
Master Planned Single Family Units	-	-	-	-	-	-
Subtotal: Net Single Family Unit Capacity	904	902	2	-	-	-
Potential Occupied Single Family Units	877	875	2	-	-	-
Single Family Population Capacity	2,689	2,683	6	-	-	-
Multifamily Developable Acres	37.99	-	-	37.99	-	-
Assumed Multifamily Density (units/acre)				9		
Subtotal Multifamily Unit Capacity	323	-	-	323	-	-
Existing Multifamily Units	-	-	-	-	-	-
Pending Multifamily Units	28	-	-	28	-	-
Master Planned Multifamily Units	-	-	-	-	-	-
Subtotal: Net Multifamily Unit Capacity	351	-	-	351	-	-
Potential Occupied Multifamily Units	326	-	-	326	-	-
Multifamily Population Capacity	945	-	-	945	-	-
Net Dwelling Unit Capacity	1,255	902	2	351	-	-
Potential Occupied Dwelling Units	1,203	875	2	326	-	-
Population Capacity	3,634	2,683	6	945	-	-
Remaining Population Growth to Accommodate (2021-2036)	763					
Population Capacity Surplus (Deficit)	2,871					

Sources: City of Everson, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Commercial and Industrial Development

Exhibit 44. Nonresidential Development, Achieved and Assumed Densities, City of Everson, 2016-2021

Zoning Designation	Development Type	Acres Developed	Built Square Feet	Achieved Density (FAR)	Assumed Density (FAR)
COM	Commercial	0.9	10,825	0.26	0.26
LI	Industrial	N/A	N/A	N/A	0.30

Sources: City of Everson, 2022; Community Attributes Inc., 2021.

Note: Assumed Density is the assumed density for evaluation of land suitable for development by zone.

Exhibit 45. Developable Nonresidential Land Supply, Everson UGA, 2021 -2036

	UGA Total	RES	RES-7500	RMU	COM	LI
Vacant Land						
Gross Acres	175.15	0.00	0.00	0.00	9.89	165.25
Critical Areas	2.52	0.00	0.00	0.00	0.19	2.33
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	8.63	0.00	0.00	0.00	0.48	8.15
Infrastructure Deduction	8.63	0.00	0.00	0.00	0.48	8.15
Market Factor	23.30	0.00	0.00	0.00	1.31	22.00
Net Acres	132.06	0.00	0.00	0.00	7.42	124.64
Partially-Used Land						
Gross Acres	6.20	0.00	0.00	0.00	3.52	2.68
Critical Areas	0.00	0.00	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.31	0.00	0.00	0.00	0.18	0.13
Infrastructure Deduction	0.31	0.00	0.00	0.00	0.18	0.13
Market Factor	1.40	0.00	0.00	0.00	0.79	0.60
Net Acres	4.19	0.00	0.00	0.00	2.38	1.81
Underutilized Land						
Gross Acres	79.02	0.00	0.00	0.00	26.46	52.55
Critical Areas	15.01	0.00	0.00	0.00	0.00	15.01
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	3.20	0.00	0.00	0.00	1.32	1.88
Infrastructure Deduction	3.20	0.00	0.00	0.00	1.32	1.88
Market Factor	14.40	0.00	0.00	0.00	5.95	8.45
Net Acres	43.20	0.00	0.00	0.00	17.86	25.34

Sources: City of Everson, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Exhibit 46. Developable Nonresidential Land Capacity, Everson UGA, 2021-2036

	UGA	RES	RES-7500	RMU	COM	LI
Net Developable Employment Acres (Vacant, PU, UU)	179.45	0.00	0.00	0.00	27.66	151.79
Commercial Developable Acres	27.66	-	-	-	27.66	-
Assumed Commercial Density (FAR)					0.3	
Subtotal: Commercial Capacity (SF)	313,283	-	-	-	313,283	-
Existing Commercial Space (SF)	4,592	-	-	-	4,592	-
Pending Commercial Space (SF)	-	-	-	-	-	-
Master Planned Commercial Space (SF)	-	-	-	-	-	-
Subtotal: Net Commercial Capacity (SF)	308,691	-	-	-	308,691	-
Potential Occupied Commercial Space (SF)	293,256	-	-	-	293,256	-
Commercial Employment Capacity	367	-	-	-	367	-
Industrial Developable Acres	151.79	-	-	-	-	151.79
Assumed Industrial Density (FAR)						0.3
Subtotal: Industrial Capacity (SF)	1,983,592	-	-	-	-	1,983,592
Existing Industrial Space (SF)	84,096	-	-	-	9,626	74,470
Pending Industrial Space (SF)	-	-	-	-	-	-
Master Planned Industrial Space (SF)	-	-	-	-	-	-
Subtotal: Net Industrial Capacity (SF)	1,909,122	-	-	-	-	1,909,122
Potential Occupied Industrial Space (SF)	1,813,666	-	-	-	-	1,813,666
Industrial Employment Capacity	1,208	-	-	-	-	1,208
Net Commercial & Industrial Capacity (SF)	2,217,813	-	-	-	308,691	1,909,122
Potential Occupied Commercial & Industrial	2,106,922	-	-	-	293,256	1,813,666
Employment Capacity	1,575	-	-	-	367	1,208
Remaining Employment Growth to Accommodate (2021-2036)	510					
Employment Capacity Surplus (Deficit)	1,065					

Sources: City of Everson, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

7. Ferndale UGA

The Ferndale Urban Growth Area is the second largest in the County and is projected to reach a total population and employment of 19,591 and 9,372 respectively by 2036. The UGA has projected growth allocation of 5,942 for population and 3,478 for employment between 2016 and 2036 (**Exhibit 1** and **Exhibit 2**).

Achieved Growth 2016-2021

Based on permit data collected between 2016 and 2021 and occupancy and persons per household and square feet per employee assumptions, the Ferndale UGA grew by an estimated 2,287 population (99% within the City) and 1,191 employment (95% within the City) (**Exhibit 6** and **Exhibit 7**).

The City of Ferndale has achieved residential densities of 6.4 units per net acre, a commercial FAR of 0.09, and an industrial FAR of 0.20 between 2016 and 2021. Achieved residential densities are greater than the planned densities for residential within the *Whatcom County Comprehensive Plan* of between 6.0 and 10.0 units per net acre. The City of Ferndale has not adopted commercial or industrial planned densities (**Exhibit 11**).

The unincorporated portions of the Ferndale UGA have an achieved residential density of 0.3 units per acre, based on construction of three dwelling units in the 2016-2021 time period (**Exhibit 11**). Densities within the City limits are consistent with county planned urban densities for the City. The unincorporated areas serve as urban growth potential for future growth after annexation, when city zoning is adopted and public water and sewer provided.

Population and Employment Assumptions

Occupancy rate and population and employment density assumptions for the Ferndale UGA are:

- 96.4% Single Family occupancy rate
- 95.1% Multifamily occupancy rate
- 95.0% Commercial and Industrial occupancy rate
- 2.850 Single Family persons per household
- 2.310 Multifamily persons per household
- 580 and 1,129 respectively Commercial and Industrial square feet per employee

The Ferndale UGA has an estimated 3,661 population and 2,287 employment growth remaining to accommodate between 2021 and 2036 (**Exhibit 6** and **Exhibit 7**).

Population Capacity 2021-2036

Based on achieved densities between 2016 and 2021 and planning assumptions, City of Ferndale planners are assuming future single family density between 5.0 and 7.0 units per acre depending on the zone, and between 7.0 and 15.0 units per acre for multifamily zones (**Exhibit 47**).

The Ferndale UGA has estimated net land capacity for population growth of 561.94 acres (**Exhibit 48**), with a total estimated potential occupied unit capacity of 4,310 dwelling units. Based on persons per household assumptions, the UGA has an estimated population capacity of 10,786, indicating an estimated population capacity surplus of 7,125 (**Exhibit 49**).

Housing Needs by Type

The *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3 – Estimated Dwelling Units Needed, page 3-8) indicates that Ferndale has a need for 2,024 single-family, 456 multi-family, and 125 other (“group housing”) new dwelling units during the 2013-2036 planning period. The

calculation for Chart 3 in the *Whatcom County Comprehensive Plan* included building activity from 2013. Therefore, the analysis below includes permit data from April 1, 2013, even though the planning period for this Buildable Lands Report is from 2016.

- Between April 1, 2013 and March 31, 2021, Ferndale issued building permits for 938 single-family and 585 multi-family units. No group housing, which in Ferndale are assisted living facilities, has been built during this time. Comparing units built and the needs indicated on Chart 3, Ferndale needs to accommodate an additional 1,086 single-family units and 125 group housing units between 2021 and 2036.
- The City and unincorporated UGA have an estimated 2021-2036 capacity for 2,392 single-family and 1,918 multi-family housing units (**Exhibit 49**). The multi-family capacity includes group housing.

These capacities are sufficient to accommodate the dwelling unit types anticipated in the planning period as established in the *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3).

Employment Capacity 2021-2036

Based on achieved densities between 2016 and 2021 and planning assumptions, City of Ferndale planners are assuming a future commercial FAR of 0.09 to 0.20 and an industrial FAR of 0.20 (**Exhibit 50**).

The Ferndale UGA has estimated net land capacity for employment growth of 273.49 acres (**Exhibit 51**), with a total estimated potential occupied commercial and industrial capacity of approximately 2.5 million square feet. Based on square feet per employee assumptions, the Ferndale UGA has an estimated employment capacity of 3,484, indicating an estimated employment capacity surplus of 1,197 (**Exhibit 52**).

Regulatory Changes

The City has evaluated development regulations adopted in the review period (April 1, 2016 – March 31, 2021). Only Ordinances 1969 and 1976 could prevent assigned densities from being achieved or impact the quantity of land suitable for development in the remainder of the 20-year planning period (2021-2036). Both ordinances adopted new regulations for stormwater treatment within the City, these regulations may impact the ability to meet densities in the City's

multifamily zones that have minimum gross densities.

During this period of time the City of Ferndale adopted several ordinances that would assist with realizing increased density within the UGA. Ordinance 1995 allowed for the establishment of Accessory Dwelling Units (ADUs) in all of the City's single family zones. Ordinance 2174 further reduced barriers to the establishment of ADUs by eliminating off-street parking and owner occupancy requirements.

The City of Ferndale created new multifamily zones through the adoption of ordinances 2026 and 2098. Ordinance 2026 established the Residential Multifamily Medium Density zone with a minimum density of 10 dwelling units and a maximum density of 30 dwelling units per gross acre. Ordinance 2098 established the Residential Multifamily High Density Zone with a minimum density of 15 dwelling units per gross acre and no maximum density.

The City of Ferndale also adopted ordinance 2173 which allows duplex and single-family attached duplexes in single family residential zones which the City believes will assist infill development with attaining densities at or near the maximum permitted.

Infrastructure Gaps

The City of Ferndale has reviewed capital facility plans and/or consulted with service providers. Based upon these actions, the City has not identified any infrastructure gaps that would prevent service providers from supplying planned capital facilities to developable land in the Ferndale UGA.

Analysis of Comprehensive Plan Objectives and Reasonable Measures

The City of Ferndale has determined that growth targets and assumptions are being met. Therefore, an analysis of comprehensive plan development assumptions, targets, and objectives is not necessary. The City is realizing efficient development of the land within the UGA. The achieved density in the UGA is in part a result of the City establishing minimum densities in all of its residential zones. No inconsistencies between planned and actual growth have been identified in the Ferndale UGA. Therefore, reasonable measures are not required under RCW 36.70A.215.

Residential Development

Exhibit 47. Residential Development, Achieved and Assumed Densities, City of Ferndale, 2016-2021

Zoning Designation	Development Type	Acres Developed	Dwelling Units	Achieved Density (Units/Acre)	Density Assumed (Units/Acre)
RS High	Single Family	N/A	N/A	N/A	7.00
RS Medium	Single Family	N/A	N/A	N/A	6.00
RS Low	Single Family	N/A	N/A	N/A	5.00
MXD	Single Family	N/A	N/A	N/A	7.00
	Multifamily	N/A	N/A	N/A	7.00
RMH	Multifamily	0.4	8	22.22	15.00
RMM	Single Family	3.9	2	0.51	N/A
	Multifamily	6.0	55	9.15	10.00
RO	Multifamily	5.5	38	6.85	7.00
GB	Single Family	2.6	N/A	0.00	N/A
UR	Single Family	0.5	N/A	0.00	N/A
	Multifamily	0.7	12	17.91	15.00
CC	Multifamily	0.3	5	15.36	12.00
RR	Multifamily	N/A	N/A	N/A	15.00

Sources: City of Ferndale, 2022; Community Attributes Inc., 2021.

Note: "Density Assumed" is the assumed density for evaluation of land suitable for development by zone.

Exhibit 48. Residential Land Supply, Ferndale UGA, 2021-2036

	UGA Total	CC	GB	LI	M	MXD	RMH	RMM	RO	RR	RS High	RS Low	RS Medium	UR
Vacant Land														
Gross Acres	626.73	0.00	0.00	0.00	0.00	159.88	12.31	59.41	12.95	0.00	50.45	219.47	99.91	12.33
Critical Areas	262.06	0.00	0.00	0.00	0.00	69.41	9.78	28.40	9.04	0.00	30.52	67.45	37.60	9.85
Future Public Uses	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	3.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	17.08	0.00	0.00	0.00	0.00	4.52	0.13	1.55	0.20	0.00	1.00	6.60	2.97	0.12
Infrastructure Deduction	17.08	0.00	0.00	0.00	0.00	4.52	0.13	1.55	0.20	0.00	1.00	6.60	2.97	0.12
Market Factor	46.13	0.00	0.00	0.00	0.00	12.21	0.34	4.19	0.53	0.00	2.69	17.82	8.01	0.34
Net Acres	261.39	0.00	0.00	0.00	0.00	69.21	1.94	23.72	2.99	0.00	15.25	101.01	45.38	1.90
Partially-Used Land														
Gross Acres	664.19	0.00	0.00	0.00	0.00	6.06	0.00	6.73	0.44	0.00	40.29	462.56	148.12	0.00
Critical Areas	219.43	0.00	0.00	0.00	0.00	0.97	0.00	0.49	0.00	0.00	24.27	133.83	59.87	0.00
Future Public Uses	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	19.40	0.00	0.00	0.00	0.00	0.25	0.00	0.31	0.02	0.00	0.80	13.60	4.41	0.00
Infrastructure Deduction	19.40	0.00	0.00	0.00	0.00	0.25	0.00	0.31	0.02	0.00	0.80	13.60	4.41	0.00
Market Factor	87.30	0.00	0.00	0.00	0.00	1.14	0.00	1.40	0.10	0.00	3.60	61.19	19.86	0.00
Net Acres	261.89	0.00	0.00	0.00	0.00	3.43	0.00	4.21	0.30	0.00	10.81	183.58	59.57	0.00
Underutilized Land														
Gross Acres	76.26	0.00	0.00	0.00	0.00	32.61	5.77	27.11	0.00	0.00	0.00	0.00	0.00	10.77
Critical Areas	18.99	0.00	0.00	0.00	0.00	9.25	0.07	5.83	0.00	0.00	0.00	0.00	0.00	3.84
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	2.86	0.00	0.00	0.00	0.00	1.17	0.28	1.06	0.00	0.00	0.00	0.00	0.00	0.35
Infrastructure Deduction	2.86	0.00	0.00	0.00	0.00	1.17	0.28	1.06	0.00	0.00	0.00	0.00	0.00	0.35
Market Factor	12.89	0.00	0.00	0.00	0.00	5.26	1.28	4.79	0.00	0.00	0.00	0.00	0.00	1.56
Net Acres	38.66	0.00	0.00	0.00	0.00	15.77	3.85	14.36	0.00	0.00	0.00	0.00	0.00	4.68

Sources: City of Ferndale, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Exhibit 49. Developable Residential Land Capacity, Ferndale UGA, 2021 -2036

	UGA	CC	GB	LI	M	MXD	RMH	RMM	RO	RR	RS High	RS Low	RS Medium	UR
Net Developable Residential Acres (Vacant, PU, UU)	561.94	0.00	0.00	0.00	0.00	88.41	5.78	42.29	3.29	0.00	26.06	284.58	104.95	6.58
Single Family Developable Acres	428.22	-	-	-	-	12.63	-	-	-	-	26.06	284.58	104.95	-
Assumed Single Family Density (units/acre)						7					7	5	6	
Subtotal Single Family Unit Capacity	2,323	-	-	-	-	88	-	-	-	-	182	1,423	630	-
Existing Single Family Units	363	13	51	4	4	19	24	30	1	2	12	80	82	41
Pending Single Family Units	262	3	3	-	-	150	-	-	-	-	6	82	18	-
Master Planned Single Family Units	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Single Family Unit Capacity	2,392	3	3	-	-	219	-	-	-	-	176	1,425	566	-
Potential Occupied Single Family Units	2,306	3	3	-	-	211	-	-	-	-	170	1,374	546	-
Single Family Population Capacity	6,572	8	8	-	-	602	-	-	-	-	484	3,915	1,555	-
Multifamily Developable Acres	133.72	-	-	-	-	75.78	5.78	42.29	3.29	-	-	-	-	6.58
Assumed Multifamily Density (units/acre)		12				7	15	10	7	15				15
Subtotal Multifamily Unit Capacity	1,162	-	-	-	-	530	87	423	23	-	-	-	-	99
Existing Multifamily Units	180	4	16	-	-	5	7	131	-	-	-	-	-	17
Pending Multifamily Units	916	149	-	-	-	416	116	190	-	-	-	-	-	45
Master Planned Multifamily Units	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Multifamily Unit Capacity	1,918	149	-	-	-	941	196	482	23	-	-	-	-	127
Potential Occupied Multifamily Units	1,824	142	-	-	-	895	186	458	22	-	-	-	-	121
Multifamily Population Capacity	4,214	327	-	-	-	2,067	431	1,059	51	-	-	-	-	279
Net Dwelling Unit Capacity	4,310	152	3	-	-	1,160	196	482	23	-	176	1,425	566	127
Potential Occupied Dwelling Units	4,130	145	3	-	-	1,106	186	458	22	-	170	1,374	546	121
Population Capacity	10,786	335	8	-	-	2,669	431	1,059	51	-	484	3,915	1,555	279
Remaining Population Growth to Accommodate (2021-2036)	3,661													
Population Capacity Surplus (Deficit)	7,125													

Sources: City of Ferndale, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Commercial and Industrial Development

Exhibit 50. Nonresidential Development, Achieved and Assumed Densities, City of Ferndale, 2016 -2021

Zoning Designation	Development Type	Acres Developed	Built Square Feet	Achieved Density (FAR)	Assumed Density (FAR)
MXD	Commercial	N/A	N/A	N/A	0.09
RO	Commercial	N/A	N/A	N/A	0.09
GB	Commercial	90.7	307,415	0.08	0.09
	Industrial	39.4	269,619	0.16	0.15
M	Commercial	N/A	N/A	N/A	N/A
	Industrial	N/A	N/A	N/A	0.20
LI	Industrial	5.5	103,994	0.44	0.20
UR	Commercial	0.3	7,061	0.49	0.09
CC	Commercial	0.1	156	0.03	0.50
RR	Commercial	N/A	N/A	N/A	0.15
	Industrial	N/A	N/A	N/A	0.15

Sources: City of Ferndale, 2022; Community Attributes Inc., 2021.

Note: Assumed Density is the assumed density for evaluation of land suitable for development by zone.

Exhibit 51. Developable Nonresidential Land Supply, Ferndale UGA, 2021-2036

	UGA Total	CC	GB	LI	M	MXD	Pub	RMH	RMM	RO	RR	RS Low	RS Medium	UR
Vacant Land														
Gross Acres	609.33	2.61	265.11	47.23	130.31	68.52	8.20	0.00	0.00	3.24	82.73	0.00	0.00	1.37
Critical Areas	279.58	1.72	100.25	31.28	91.63	29.75	1.58	0.00	0.00	2.26	20.01	0.00	0.00	1.09
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	77.98	0.00	77.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	12.59	0.04	4.34	0.80	1.93	1.94	0.33	0.00	0.00	0.05	3.14	0.00	0.00	0.01
Infrastructure Deduction	12.59	0.04	4.34	0.80	1.93	1.94	0.33	0.00	0.00	0.05	3.14	0.00	0.00	0.01
Market Factor	33.99	0.12	11.73	2.15	5.22	5.23	0.89	0.00	0.00	0.13	8.47	0.00	0.00	0.04
Net Acres	192.61	0.68	66.46	12.20	29.59	29.66	5.06	0.00	0.00	0.75	47.98	0.00	0.00	0.21
Partially-Used Land														
Gross Acres	141.41	0.00	105.28	9.19	24.24	2.60	0.00	0.00	0.00	0.11	0.00	0.00	0.00	0.00
Critical Areas	53.74	0.00	38.18	7.02	8.13	0.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	36.18	0.00	36.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	2.57	0.00	1.55	0.11	0.81	0.11	0.00	0.00	0.00	0.01	0.00	0.00	0.00	0.00
Infrastructure Deduction	2.57	0.00	1.55	0.11	0.81	0.11	0.00	0.00	0.00	0.01	0.00	0.00	0.00	0.00
Market Factor	11.58	0.00	6.96	0.49	3.62	0.49	0.00	0.00	0.00	0.02	0.00	0.00	0.00	0.00
Net Acres	34.75	0.00	20.87	1.46	10.87	1.47	0.00	0.00	0.00	0.07	0.00	0.00	0.00	0.00
Underutilized Land														
Gross Acres	213.28	2.29	124.32	39.76	9.30	13.98	0.00	0.00	0.00	0.00	22.45	0.00	0.00	1.20
Critical Areas	68.38	0.23	44.30	16.15	2.77	3.96	0.00	0.00	0.00	0.00	0.55	0.00	0.00	0.43
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	76.56	0.00	76.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	3.42	0.10	0.17	1.18	0.33	0.50	0.00	0.00	0.00	0.00	1.10	0.00	0.00	0.04
Infrastructure Deduction	3.42	0.10	0.17	1.18	0.33	0.50	0.00	0.00	0.00	0.00	1.10	0.00	0.00	0.04
Market Factor	15.38	0.46	0.78	5.31	1.47	2.25	0.00	0.00	0.00	0.00	4.93	0.00	0.00	0.17
Net Acres	46.13	1.39	2.34	15.94	4.41	6.76	0.00	0.00	0.00	0.00	14.78	0.00	0.00	0.52

Sources: City of Ferndale, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Exhibit 52. Developable Nonresidential Land Capacity, Ferndale UGA, 2021-2036

	UGA	CC	GB	LI	M	MXD	Pub	RMH	RMM	RO	RR	RS Low	RS Medium	UR
Net Developable Employment Acres (Vacant, PU, UU)	273.49	2.07	89.67	29.60	44.87	37.89	5.06	0.00	0.00	0.82	62.77	0.00	0.00	0.73
Commercial Developable Acres	199.01	2.07	89.67	-	-	37.89	5.06	-	-	0.82	62.77	-	-	0.73
Assumed Commercial Density (FAR)		0.5	0.1			0.1	0.1			0.1	0.2			0.1
Subtotal: Commercial Capacity (SF)	981,204	45,050	351,548	-	-	148,545	19,847	-	-	3,220	410,128	-	-	2,866
Existing Commercial Space (SF)	48,652	9,518	9,839	-	1,700	17,523	-	-	4,610	-	-	-	1,200	4,262
Pending Commercial Space (SF)	742,332	5,000	674,886	-	-	54,446	-	-	-	-	-	-	-	8,000
Master Planned Commercial Space (SF)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Commercial Capacity (SF)	1,683,790	40,532	1,016,595	-	-	185,468	19,847	-	-	3,220	410,128	-	-	8,000
Potential Occupied Commercial Space (SF)	1,599,601	38,505	965,766	-	-	176,195	18,855	-	-	3,059	389,622	-	-	7,600
Commercial Employment Capacity	2,758	66	1,665	-	-	304	33	-	-	5	672	-	-	13
Industrial Developable Acres	74.48	-	-	29.60	44.87	-	-	-	-	-	-	-	-	-
Assumed Industrial Density (FAR)			0.2	0.2	0.2						0.2			
Subtotal: Industrial Capacity (SF)	648,830	-	-	257,902	390,928	-	-	-	-	-	-	-	-	-
Existing Industrial Space (SF)	123,676	-	24,919	4,000	29,076	60,939	-	1,984	-	-	-	1,200	-	1,558
Pending Industrial Space (SF)	246,662	-	215,806	-	30,856	-	-	-	-	-	-	-	-	-
Master Planned Industrial Space (SF)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Industrial Capacity (SF)	862,416	-	215,806	253,902	392,708	-	-	-	-	-	-	-	-	-
Potential Occupied Industrial Space (SF)	819,295	-	205,016	241,207	373,073	-	-	-	-	-	-	-	-	-
Industrial Employment Capacity	726	-	182	214	330	-	-	-	-	-	-	-	-	-
Net Commercial & Industrial Capacity (SF)	2,546,206	40,532	1,232,401	253,902	392,708	185,468	19,847	-	-	3,220	410,128	-	-	8,000
Potential Occupied Commercial & Industrial	2,418,896	38,505	1,170,781	241,207	373,073	176,195	18,855	-	-	3,059	389,622	-	-	7,600
Employment Capacity	3,484	66	1,847	214	330	304	33	-	-	5	672	-	-	13
Remaining Employment Growth to Accommodate (2021-2036)	2,287													
Employment Capacity Surplus (Deficit)	1,197													

Sources: City of Ferndale, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

8. Lynden UGA

The Lynden Urban Growth Area is projected to reach a total population and employment of 19,275 and 7,103 respectively by 2036. The UGA has projected allocation of 5,568 for population growth and 1,876 for employment growth between 2016 and 2036 (**Exhibit 1** and **Exhibit 2**).

Achieved Growth 2016-2021

Based on permit data collected between 2016 and 2021 and occupancy and persons per household and square feet per employee assumptions, the Lynden UGA grew by an estimated 1,668 people (nearly 100% within the City of Lynden) and 622 jobs (100% within the City) (**Exhibit 6** and **Exhibit 7**).

The City of Lynden has an overall achieved residential density of 7.1 units per acre between 2016 and 2021. Lynden's single-family zones have built out at 4.3 units per acre, its multi-family zones achieved 13.3 units per acre. The overall achieved residential density of 7.1 units per net acre is greater than the adopted planned density of 5.0 units per acre in the *2016 City of Lynden Comprehensive Plan*. The overall achieved residential density also falls within the adopted planned residential density for the City of Lynden of 6.0 to 10.0 units per net acre

in the *Whatcom County Comprehensive Plan* (**Exhibit 11**).

The unincorporated portions of the Lynden UGA have an achieved residential density of 1.7 units per acre (**Exhibit 11**). This density, which is based on construction of one dwelling unit in the 2016-2021 time period, lags county planned urban densities for the City. Land in the UGA, outside of City limits, is currently zoned for Agriculture or urban residential uses. The Agriculture zone does not allow urban densities. This land would need to be rezoned for urban land uses and served with public water and sewer, which typically occurs upon annexation. The urban residential zones in the unincorporated portion of the UGA do not allow urban densities until public water and sewer are available, which typically occurs upon annexation. These unincorporated areas serve as future urban growth potential. Until annexation, they do not have access to City infrastructure or urban densities.

Neither the City of Lynden nor Whatcom County have adopted planned densities for commercial or industrial development. Between 2016 and 2021, commercial development in the City of Lynden achieved an overall FAR of 0.12. Totals for commercial development are skewed by one project – the

construction of the new Lynden Middle School on a 30-acre vacant parcel. That one project accounted for 60% of the built commercial square footage during this time. Industrial development saw an overall FAR of 0.26. This was largely driven by construction associated with Lynden Door, Inc expansion and the new cold storage plants built to store agricultural products. More than 400,000 square feet of new industrial space was built in the city limits during this time. The unincorporated areas of the Lynden UGA did not see any commercial or industrial development (**Exhibit 11**).

Population and Employment Assumptions

Specific occupancy rate and population and employment density assumptions for estimating future growth capacity in the Lynden UGA are:

- 98.0% Single Family occupancy rate
- 95.0% Multifamily occupancy rate
- 95.0% Commercial and Industrial occupancy rate
- 2.88 Single Family persons per household
- 1.70 Multifamily persons per household

- 721 and 1,037 respectively Commercial and Industrial square feet per employee

Based on estimated growth since 2016 and population and employment projections adopted in the *Whatcom County Comprehensive Plan*, the Lynden UGA is expected to accommodate another 3,900 people and 1,254 jobs between 2021 and 2036 (**Exhibit 6** and **Exhibit 7**).

Population Capacity 2021-2036

Based on achieved densities between 2016 and 2021 and planning assumptions, City of Lynden planners are assuming future single family density of 4.0 and 8.0 units per acre depending on the zone. Assumed multifamily densities range between 8.0 and 24.0 units per acre (**Exhibit 53**).

The Lynden UGA has an estimated net land capacity for population growth of 459.5 acres (**Exhibit 54**), with a total estimated potential occupied unit capacity of 3,481 dwelling units. Based on persons per household assumptions, the UGA has an estimated population capacity of 8,467, indicating an estimated population capacity surplus of 4,567 (**Exhibit 55**).

Housing Needs by Type

The *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3 – Estimated Dwelling Units Needed, page 3-8) indicates that Lynden has a need for 1,887 single-family, 627 multi-family, and 97 other (“group housing”) new dwelling units during the 2013-2036 planning period. The calculation for Chart 3 in the *Whatcom County Comprehensive Plan* included building activity from 2013. Therefore, the analysis below includes permit data from April 1, 2013, even though the planning period for this Buildable Lands Report is from 2016.

- Between April 1, 2013 and March 31, 2021, Lynden issued building permits for 652 single-family and 539 multi-family units. No group housing, which in Lynden are assisted living facilities, has been built during this time. Comparing units built and the needs indicated on Chart 3, Lynden needs an additional 1,235 single-family units, 88 multi-family units, and 97 group housing units between 2021 and 2036.
- The City and unincorporated UGA have an estimated 2021-2036 capacity for 2,204 single-family and 1,391 multi-family housing units (**Exhibit 55**). The multi-family capacity includes group housing.

These capacities are sufficient to accommodate the dwelling unit types needed in the planning period as established in the Whatcom County Comprehensive Plan (Chapter 3- Housing, Chart 3).

Employment Capacity 2021-2036

Looking forward, Lynden is assuming a FAR of 0.184 for future commercial development. This number (0.184) is the average achieved commercial FAR for all the small cities in the County between 2016-2021. Lynden is using this assumption, which is different than its achieved commercial FAR of 0.12 because Lynden’s achieved commercial development data during this time was skewed by the Lynden Middle School project. Additionally, Lynden is assuming a FAR of 0.26 for future industrial development. This is what was achieved for industrial development between 2016-2021 (**Exhibit 56**).

The Lynden UGA has an estimated net land capacity for employment growth of 388.4 acres (**Exhibit 57**), with a total estimated potential occupied commercial and industrial capacity of 4.0 million square feet. Based on square feet per employee assumptions, the Lynden UGA has an estimated employment capacity of 4,038, indicating an estimated employment capacity surplus of 2,784 (**Exhibit 58**).

Regulatory Changes

Since 2016, the City of Lynden has approved several regulatory changes that impact either the amount of land available for development, or the densities and types of development allowed on buildable lands. These regulatory changes are documented in the Data Reporting Tool worksheet.

Three annexations brought more than 90 acres of unincorporated UGA into the City, the largest (80 acres) of which is in the Pepin Creek Subarea, the area expected to house the majority of incoming residents during the remainder of the planning period. Subsequently, the City adopted the Pepin Creek Subarea Plan which established zoning designations (including the RM-PC zone which is a new multifamily zone), development densities (including minimum density requirements), transportation routes, and recreational and open space opportunities within this 460-acre subarea.

Multiple rezones and Comprehensive Plan Amendments have been approved that are adapting to employment growth needs (i.e. increasing Industrial lands) and, in general, trend toward rezoning land to increase residential densities.

The City updated its Critical Areas Ordinance and Shoreline Master Program, which regulate potential impacts to environmental resources. These regulations restrict development in protected locations, as they establish buffers, setbacks, and the regulatory process for protecting these resources. The City has considered known critical areas and their buffers in its evaluation of population and employment growth and determined that the land supply can still accommodate projected growth during the remainder of the planning period.

Finally, other regulatory updates expanded the allowed types of commercial uses in commercial zones and business parks, incentivized low impact development techniques, and eased restrictions for making an accessory dwelling unit legal on residential properties.

Infrastructure Gaps

The City of Lynden has reviewed capital facility plans and/or consulted with service providers that will provide service for future growth. Based on this review, Lynden has not identified infrastructure gaps that would prevent service providers from supplying planned capital facilities to developable land in the Lynden UGA within the planning period (2021-2036).

**Analysis of Comprehensive Plan
Objectives and Reasonable Measures**

The City of Lynden has determined that growth targets and assumptions are being met. Therefore, an analysis of comprehensive plan development assumptions, targets, and objectives is not necessary. No inconsistencies between planned and actual growth have been identified in the Lynden UGA. Therefore, reasonable measures are not required under RCW 36.70A.215.

Residential Development

Exhibit 53. Residential Development, Achieved and Assumed Densities, City of Lynden, 2016-2021

Zoning Designation	Development Type	Acres Developed	Dwelling Units	Achieved Density (Units/Acre)	Density Assumed (Units/Acre)
RS-100	Single Family	25.9	93	3.59	4.00
	Multifamily	0.4	4	8.97	N/A
RS-84	Single Family	0.4	2	4.82	4.50
RS-72	Single Family	41.8	236	5.65	5.00
RMD	Single Family	8.7	16	1.84	8.00
	Multifamily	0.7	9	12.42	N/A
MH	Single Family	N/A	1	N/A	N/A
RM-1	Single Family	0.5	5	10.90	N/A
	Multifamily	1.7	14	8.36	8.00
RM-2	Single Family	2.1	11	5.29	N/A
	Multifamily	1.5	17	11.01	12.00
RM-3	Single Family	6.4	49	7.60	N/A
	Multifamily	10.0	144	14.34	16.00
RM-4	Multifamily	0.7	12	16.76	24.00
RM-PC	Multifamily	N/A	N/A	N/A	12.00
CSL	Multifamily	3.3	116	35.23	N/A
HBD	Multifamily	0.2	9	50.01	N/A

Sources: City of Lynden, 2022; Community Attributes Inc., 2021.

Note: "Density Assumed" is the assumed density for evaluation of land suitable for development by zone.

Exhibit 54. Residential Land Supply, Lynden UGA, 2021-2036

	UGA Total	RS-100	RS-84	RS-72	RMD	MH	RM-1	RM-2	RM-3	RM-4	RM-PC	CSR	CSL	ID	IBZ
Vacant Land															
Gross Acres	345.52	49.26	0.00	52.72	140.61	0.00	0.42	22.74	0.27	3.82	75.69	0.00	0.00	0.00	0.00
Critical Areas	69.30	19.58	0.00	3.65	19.06	0.00	0.00	8.65	0.00	0.00	18.37	0.00	0.00	0.00	0.00
Future Public Uses	1.28	0.00	0.00	0.00	0.00	0.00	0.00	1.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	13.75	1.48	0.00	2.45	6.08	0.00	0.02	0.64	0.01	0.19	2.87	0.00	0.00	0.00	0.00
Infrastructure Deduction	13.75	1.48	0.00	2.45	6.08	0.00	0.02	0.64	0.01	0.19	2.87	0.00	0.00	0.00	0.00
Market Factor	37.12	4.01	0.00	6.62	16.41	0.00	0.06	1.73	0.04	0.52	7.74	0.00	0.00	0.00	0.00
Net Acres	210.33	22.71	0.00	37.54	92.98	0.00	0.32	9.80	0.20	2.92	43.86	0.00	0.00	0.00	0.00
Partially-Used Land															
Gross Acres	426.03	81.78	0.00	70.51	161.34	19.21	0.00	58.46	29.62	5.11	0.00	0.00	0.00	0.00	0.00
Critical Areas	68.26	13.28	0.00	7.60	4.58	8.69	0.00	18.96	14.71	0.44	0.00	0.00	0.00	0.00	0.00
Future Public Uses	0.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.28	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	17.88	3.43	0.00	3.15	7.84	0.53	0.00	1.97	0.73	0.23	0.00	0.00	0.00	0.00	0.00
Infrastructure Deduction	17.88	3.43	0.00	3.15	7.84	0.53	0.00	1.97	0.73	0.23	0.00	0.00	0.00	0.00	0.00
Market Factor	80.44	15.41	0.00	14.15	35.27	2.37	0.00	8.89	3.29	1.05	0.00	0.00	0.00	0.00	0.00
Net Acres	241.31	46.24	0.00	42.46	105.81	7.10	0.00	26.66	9.88	3.15	0.00	0.00	0.00	0.00	0.00
Underutilized Land															
Gross Acres	11.59	0.00	0.00	0.00	0.00	0.00	0.00	1.20	10.38	0.00	0.00	0.00	0.00	0.00	0.00
Critical Areas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.58	0.00	0.00	0.00	0.00	0.00	0.00	0.06	0.52	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Deduction	0.58	0.00	0.00	0.00	0.00	0.00	0.00	0.06	0.52	0.00	0.00	0.00	0.00	0.00	0.00
Market Factor	2.61	0.00	0.00	0.00	0.00	0.00	0.00	0.27	2.34	0.00	0.00	0.00	0.00	0.00	0.00
Net Acres	7.82	0.00	0.00	0.00	0.00	0.00	0.00	0.81	7.01	0.00	0.00	0.00	0.00	0.00	0.00

Sources: City of Lynden, 2022; Community Attributes Inc., 2021.

Exhibit 55. Developable Residential Land Capacity, Lynden UGA, 2021-2036

	UGA	RS-100	RS-84	RS-72	RMD	MH	RM-1	RM-2	RM-3	RM-4	RM-PC	CSR	CSL	ID	IBZ
Net Developable Residential Acres (Vacant, PU, UU)	459.46	68.95	0.00	80.00	198.80	7.10	0.32	37.28	17.09	6.07	43.86	0.00	0.00	0.00	0.00
Single Family Developable Acres	354.85	68.95	-	80.00	198.80	7.10	-	-	-	-	-	-	-	-	-
Assumed Single Family Density (units/acre)		4	5	5	8										
Subtotal Single Family Unit Capacity	2,266	276	-	400	1,590	-	-	-	-	-	-	-	-	-	-
Existing Single Family Units	167	33	-	24	5	29	-	19	12	-	-	23	20	1	1
Pending Single Family Units	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Master Planned Single Family Units	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Single Family Unit Capacity	2,204	243	-	376	1,585	-	-	-	-	-	-	-	-	-	-
Potential Occupied Single Family Units	2,160	238	-	368	1,553	-	-	-	-	-	-	-	-	-	-
Single Family Population Capacity	6,221	686	-	1,061	4,474	-	-	-	-	-	-	-	-	-	-
Multifamily Developable Acres	104.62	-	-	-	-	-	0.32	37.28	17.09	6.07	43.86	-	-	-	-
Assumed Multifamily Density (units/acre)							8	12	16	24	12				
Subtotal Multifamily Unit Capacity	1,395	-	-	-	-	-	3	447	273	146	526	-	-	-	-
Existing Multifamily Units	8	-	-	-	-	-	-	4	-	-	-	-	4	-	-
Pending Multifamily Units	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Master Planned Multifamily Units	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Multifamily Unit Capacity	1,391	-	-	-	-	-	3	443	273	146	526	-	-	-	-
Potential Occupied Multifamily Units	1,321	-	-	-	-	-	3	421	259	139	500	-	-	-	-
Multifamily Population Capacity	2,246	-	-	-	-	-	5	715	441	236	849	-	-	-	-
Net Dwelling Unit Capacity	3,595	243	-	376	1,585	-	3	443	273	146	526	-	-	-	-
Potential Occupied Dwelling Units	3,481	238	-	368	1,553	-	3	421	259	139	500	-	-	-	-
Population Capacity	8,467	686	-	1,061	4,474	-	5	715	441	236	849	-	-	-	-
Remaining Population Growth to Accommodate (2021-2036)	3,900														
Population Capacity Surplus (Deficit)	4,567														

Sources: City of Lynden, 2022; Community Attributes Inc., 2021.

Commercial and Industrial Development

Exhibit 56. Nonresidential Development, Achieved and Assumed Densities, City of Lynden, 2016-2021

Zoning Designation	Development Type	Acres Developed	Built Square Feet	Achieved Density (FAR)	Assumed Density (FAR)
RS-72	Commercial	30.6	113,444	0.09	N/A
CSR	Commercial	3.0	31,976	0.25	0.18
CSL	Commercial	2.3	36,744	0.36	0.18
HBD	Commercial	N/A	N/A	N/A	0.18
ID	Industrial	16.1	198,000	0.28	0.26
IBZ	Commercial	1.5	8,112	0.13	N/A
	Industrial	15.5	185,818	0.28	0.26
PU	Industrial	3.9	22,000	0.13	N/A

Sources: City of Lynden, 2022; Community Attributes Inc., 2021.

Note: Assumed Density is the assumed density for evaluation of land suitable for development by zone. RS-72 development was a School.

Exhibit 57. Developable Nonresidential Land Supply, Lynden UGA, 2021-2036

	UGA Total	RS-100	RM-2	RM-3	RM-4	CSR	CSL	HBD	ID	IBZ	PU
Vacant Land											
Gross Acres	299.58	0.00	0.00	0.00	0.00	69.80	17.52	0.00	78.25	134.01	0.00
Critical Areas	16.67	0.00	0.00	0.00	0.00	7.93	5.32	0.00	3.10	0.32	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	14.15	0.00	0.00	0.00	0.00	3.09	0.61	0.00	3.76	6.68	0.00
Infrastructure Deduction	14.15	0.00	0.00	0.00	0.00	3.09	0.61	0.00	3.76	6.68	0.00
Market Factor	38.19	0.00	0.00	0.00	0.00	8.35	1.65	0.00	10.15	18.05	0.00
Net Acres	216.43	0.00	0.00	0.00	0.00	47.34	9.33	0.00	57.49	102.27	0.00
Partially-Used Land											
Gross Acres	82.26	0.00	0.00	0.00	0.00	39.30	3.66	0.00	31.50	7.80	0.00
Critical Areas	5.75	0.00	0.00	0.00	0.00	4.94	0.00	0.00	0.00	0.81	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	3.83	0.00	0.00	0.00	0.00	1.72	0.18	0.00	1.57	0.35	0.00
Infrastructure Deduction	3.83	0.00	0.00	0.00	0.00	1.72	0.18	0.00	1.57	0.35	0.00
Market Factor	17.21	0.00	0.00	0.00	0.00	7.73	0.82	0.00	7.09	1.57	0.00
Net Acres	51.64	0.00	0.00	0.00	0.00	23.19	2.47	0.00	21.26	4.72	0.00
Underutilized Land											
Gross Acres	186.70	0.00	0.00	0.00	0.00	82.57	26.22	0.00	62.72	15.19	0.00
Critical Areas	8.51	0.00	0.00	0.00	0.00	7.72	0.79	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	8.91	0.00	0.00	0.00	0.00	3.74	1.27	0.00	3.14	0.76	0.00
Infrastructure Deduction	8.91	0.00	0.00	0.00	0.00	3.74	1.27	0.00	3.14	0.76	0.00
Market Factor	40.09	0.00	0.00	0.00	0.00	16.84	5.72	0.00	14.11	3.42	0.00
Net Acres	120.28	0.00	0.00	0.00	0.00	50.52	17.17	0.00	42.33	10.25	0.00

Sources: City of Lynden, 2022; Community Attributes Inc., 2021.

Exhibit 58. Developable Nonresidential Land Capacity, Lynden UGA, 2021 -2036

	UGA	RS-100	RM-2	RM-3	RM-4	CSR	CSL	HBD	ID	IBZ	PU
Net Developable Employment Acres (Vacant, PU, UU)	388.35	0.00	0.00	0.00	0.00	121.05	28.97	0.00	121.09	117.24	0.00
Commercial Developable Acres	150.02	-	-	-	-	121.05	28.97	-	-	-	-
Assumed Commercial Density (FAR)						0.2	0.2	0.2			
Subtotal: Commercial Capacity (SF)	1,202,435	-	-	-	-	970,220	232,215	-	-	-	-
Existing Commercial Space (SF)	16,054	-	-	-	-	5,281	1,266	-	-	9,507	-
Pending Commercial Space (SF)	-	-	-	-	-	-	-	-	-	-	-
Master Planned Commercial Space (SF)	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Commercial Capacity (SF)	1,195,888	-	-	-	-	964,939	230,949	-	-	-	-
Potential Occupied Commercial Space (SF)	1,136,094	-	-	-	-	916,692	219,402	-	-	-	-
Commercial Employment Capacity	1,575	-	-	-	-	1,271	304	-	-	-	-
Industrial Developable Acres	238.33	-	-	-	-	-	-	-	121.09	117.24	-
Assumed Industrial Density (FAR)									0.3	0.3	
Subtotal: Industrial Capacity (SF)	2,699,209	-	-	-	-	-	-	-	1,371,372	1,327,837	-
Existing Industrial Space (SF)	62,752	14,128	5,568	6,888	6,080	1,200	18,540	-	10,348	-	-
Pending Industrial Space (SF)	-	-	-	-	-	-	-	-	-	-	-
Master Planned Industrial Space (SF)	-	-	-	-	-	-	-	-	-	-	-
Subtotal: Net Industrial Capacity (SF)	2,688,861	-	-	-	-	-	-	-	1,361,024	1,327,837	-
Potential Occupied Industrial Space (SF)	2,554,418	-	-	-	-	-	-	-	1,292,973	1,261,445	-
Industrial Employment Capacity	2,463	-	-	-	-	-	-	-	1,247	1,216	-
Net Commercial & Industrial Capacity (SF)	3,884,749	-	-	-	-	964,939	230,949	-	1,361,024	1,327,837	-
Potential Occupied Commercial & Industrial	3,690,512	-	-	-	-	916,692	219,402	-	1,292,973	1,261,445	-
Employment Capacity	4,038	-	-	-	-	1,271	304	-	1,247	1,216	-
Remaining Employment Growth to Accommodate (2021-2036)	1,254										
Employment Capacity Surplus (Deficit)	2,784										

Sources: City of Lynden, 2022; Community Attributes Inc., 2021.

9. Nooksack UGA

The Nooksack Urban Growth Area is projected to reach a total population and employment of 2,425 and 369 respectively by 2036. The UGA has projected growth allocation of 861 for population and 100 for employment between 2016 and 2036 (**Exhibit 1** and **Exhibit 2**).

Achieved Growth 2016-2021

Based on permit data collected between 2016 and 2021 and occupancy and persons per household and square feet per employee assumptions, the Nooksack UGA grew by an estimated 174 population and 8 employment (100% within the City) (**Exhibit 6** and **Exhibit 7**).

Between 2016 and 2021, the City of Nooksack achieved an overall residential density of 5.1 units per acre. No development occurred within the unincorporated area of the UGA within the period. The *City of Nooksack Comprehensive Plan* has an adopted planned residential density of 4.4 units per acre. The *Whatcom County Comprehensive Plan* has adopted planned residential density of 4.0 to 6.0 units per acre. Achieved residential density within the City of Nooksack exceeded the minimum planned density (**Exhibit 11**).

The City Comprehensive Plan references planned densities for commercial and industrial developed based on the *Whatcom County Land Capacity Analysis*. Whatcom County has not adopted planned densities for commercial or industrial uses. The City achieved a commercial FAR of 0.14, below the planned density of 0.25. The adopted planned industrial FAR is 0.10. No industrial development occurred within the City during the review period (**Exhibit 11**).

Population and Employment Assumptions

Specific occupancy rate and population and employment density assumptions for estimating future growth capacity in the Nooksack UGA are:

- 96.9% Single Family occupancy rate
- 94.5% Multifamily occupancy rate
- 95.0% Commercial and Industrial occupancy rate
- 3.088 Single Family persons per household
- 3.173 Multifamily persons per household
- 605 and 795 respectively Commercial and Industrial square feet per employee

The Nooksack UGA has an estimated 687 population and 92 employment growth

remaining to accommodate between 2021 and 2036 (**Exhibit 6** and **Exhibit 7**).

Population Capacity 2021-2036

The City of Nooksack is utilizing achieved densities (when available) when estimating future residential land capacity. Based on achieved densities between 2016 and 2021 and planning assumptions, City of Nooksack planners are assuming future single family density between 3.9 and 5.9 units per acre for single family residential development. The Nooksack UGA does not include any multifamily zones (**Exhibit 59**).

The Nooksack UGA has estimated net land capacity for population growth of 89.8 acres (**Exhibit 60**), with a total estimated potential occupied unit capacity of 416 dwelling units. Based on persons per household assumptions, the UGA has an estimated population capacity of 1,283, indicating an estimated population capacity surplus of 596 (**Exhibit 61**).

Housing Needs by Type

The *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3 – Estimated Dwelling Units Needed, page 3-8) indicates that Nooksack has a need for 243 single-family, 48 multi-family, and 49 other (“group housing”) new dwelling units during the 2013-

2036 planning period. The calculation for Chart 3 in the *Whatcom County Comprehensive Plan* included building activity from 2013. Therefore, the analysis below includes permit data from April 1, 2013, even though the planning period for this Buildable Lands Report is from 2016.

- Between April 1, 2013 and March 31, 2021, Nooksack issued building permits for 48 single-family and 10 multi-family units. No group housing has been built during this time. Comparing units built and the needs indicated on Chart 3, Nooksack needs an additional 195 single-family units, 38 multi-family units, and 49 group housing units between 2021 and 2036.
- The City and unincorporated UGA have an estimated 2021-2036 capacity for 425 single-family and 4 multi-family housing units (**Exhibit 61**). The multi-family capacity includes group housing. Given that Nooksack does not have a designated multi-family zoning district and that multi-family development is allowed in the City’s single-family zones, it is anticipated that some of the above single-family capacity will be utilized to accommodate multi-family and group housing needs.

These capacities are sufficient to accommodate the dwelling unit types needed in the planning

period as established in the Whatcom County Comprehensive Plan (Chapter 3- Housing, Chart 3).

Employment Capacity 2021-2036

Based on achieved densities between 2016 and 2021 and planning assumptions, City of Nooksack planners are assuming a future commercial FAR of 0.26 and an industrial FAR of 0.10 (**Exhibit 62**).

The Nooksack UGA has estimated net land capacity for employment growth of 38.5 acres (**Exhibit 63**), with a total estimated potential occupied commercial and industrial capacity of 238,772 square feet. Based on square feet per employee assumptions, the Nooksack UGA has an estimated employment capacity of 355, indicating an estimated employment capacity surplus of 263 (**Exhibit 64**).

Regulatory Changes

The City of Nooksack has not identified any regulatory changes that would prevent assigned densities from being achieved or impact the quantity of land suitable for development during the remainder of the planning period.

Infrastructure Gaps

The City of Nooksack has not identified any infrastructure gaps that would prevent assigned densities from being achieved or impact the quantity of land suitable for development during the remainder of the planning period (2021 to 2036).

Analysis of Comprehensive Plan Objectives and Reasonable Measures

The City of Nooksack has determined that growth targets and assumptions are being met to a reasonable degree; therefore, an analysis of comprehensive plan development targets, assumptions and objectives is not deemed necessary.

Based on the results presented in the Buildable Land Report, implementation of reasonable measures is not deemed necessary. If in the future it is determined that Reasonable Measures are appropriate, then the following measures could be considered for implementation:

- Increase residential densities by reducing minimum lot sizes in the Residential District above the increases likely to result from establishment of the Residential-8600 Subzone.

- Reduce limitations on the placement of multifamily structures in the Residential District.
- Establish a multifamily residential zoning district.
- Increase opportunities for construction of accessory dwelling units (ADUs).

Residential Development

Exhibit 59. Residential Development, Achieved and Assumed Densities, City of Nooksack, 2016-2021

Zoning Designation	Development Type	Acres Developed	Dwelling Units	Achieved Density (Units/Acre)	Density Assumed (Units/Acre)
RES	Single Family	5.6	22	3.93	3.93
	Multifamily	1.3	10	7.97	N/A
RES-8600	Single Family	4.4	26	5.88	5.88
AG UR	Single Family	N/A	N/A	N/A	4.80

Sources: City of Nooksack, 2022; Community Attributes Inc., 2021.

Note: "Density Assumed" is the assumed density for evaluation of land suitable for development by zone.

Exhibit 60. Residential Land Supply, Nooksack UGA, 2021-2036

	UGA Total	RES	RES-8600	COM	CMD	LI	AG UR
Vacant Land							
Gross Acres	83.36	43.41	9.66	0.00	0.00	0.00	30.29
Critical Areas	28.68	16.68	3.30	0.00	0.00	0.00	8.69
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	2.73	1.34	0.32	0.00	0.00	0.00	1.08
Infrastructure Deduction	2.73	1.34	0.32	0.00	0.00	0.00	1.08
Market Factor	7.38	3.61	0.86	0.00	0.00	0.00	2.92
Net Acres	41.83	20.44	4.87	0.00	0.00	0.00	16.52
Partially-Used Land							
Gross Acres	87.19	86.08	1.10	0.00	0.00	0.00	0.00
Critical Areas	16.08	16.08	0.00	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	3.56	3.50	0.06	0.00	0.00	0.00	0.00
Infrastructure Deduction	3.56	3.50	0.06	0.00	0.00	0.00	0.00
Market Factor	16.00	15.75	0.25	0.00	0.00	0.00	0.00
Net Acres	48.00	47.25	0.74	0.00	0.00	0.00	0.00
Underutilized Land							
Gross Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Critical Areas	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Deduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Market Factor	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Sources: City of Nooksack, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Exhibit 61. Developable Residential Land Capacity, Nooksack UGA, 2021-2036

	UGA	RES	RES- 8600	COM	CMD	LI	AG UR
Net Developable Residential Acres (Vacant, PU, UU)	89.83	67.70	5.61	0.00	0.00	0.00	16.52
Single Family Developable Acres	89.83	67.70	5.61	-	-	-	16.52
Assumed Single Family Density (units/acre)		4	6				5
Subtotal Single Family Unit Capacity	378	266	33	-	-	-	79
Existing Single Family Units	33	21	1	8	2	1	-
Pending Single Family Units	69	8	61	-	-	-	-
Master Planned Single Family Units	-	-	-	-	-	-	-
Subtotal: Net Single Family Unit Capacity	425	253	93	-	-	-	79
Potential Occupied Single Family Units	412	245	90	-	-	-	77
Single Family Population Capacity	1,271	757	278	-	-	-	236
Multifamily Developable Acres	-	-	-	-	-	-	-
Assumed Multifamily Density (units/acre)							
Subtotal Multifamily Unit Capacity	-	-	-	-	-	-	-
Existing Multifamily Units	-	-	-	-	-	-	-
Pending Multifamily Units	4	-	4	-	-	-	-
Master Planned Multifamily Units	-	-	-	-	-	-	-
Subtotal: Net Multifamily Unit Capacity	4	-	4	-	-	-	-
Potential Occupied Multifamily Units	4	-	4	-	-	-	-
Multifamily Population Capacity	12	-	12	-	-	-	-
Net Dwelling Unit Capacity	429	253	97	-	-	-	79
Potential Occupied Dwelling Units	416	245	94	-	-	-	77
Population Capacity	1,283	757	290	-	-	-	236
Remaining Population Growth to Accommodate (2021-2036)	687						
Population Capacity Surplus (Deficit)	596						

Sources: City of Nooksack, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Commercial and Industrial Development

Exhibit 62. Nonresidential Development, Achieved and Assumed Densities, City of Nooksack, 2016-2021

Zoning Designation	Development Type	Acres Developed	Built Square Feet	Achieved Density (FAR)	Assumed Density (FAR)
COM	Commercial	0.6	3,765	0.14	0.25
CMD	Commercial	0.2	1,160	0.15	0.25
LI	Industrial	N/A	N/A	N/A	0.10

Sources: City of Nooksack, 2022; Community Attributes Inc., 2021.

Note: Assumed Density is the assumed density for evaluation of land suitable for development by zone.

Exhibit 63. Developable Nonresidential Land Supply, Nooksack UGA, 2021-2036

	UGA Total	RES	RES-8600	COM	CMD	LI	AG UR
Vacant Land							
Gross Acres	19.96	0.00	0.00	2.10	0.17	17.70	0.00
Critical Areas	0.74	0.00	0.00	0.74	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.96	0.00	0.00	0.07	0.01	0.89	0.00
Infrastructure Deduction	0.96	0.00	0.00	0.07	0.01	0.89	0.00
Market Factor	2.60	0.00	0.00	0.18	0.02	2.39	0.00
Net Acres	14.71	0.00	0.00	1.04	0.13	13.54	0.00
Partially-Used Land							
Gross Acres	0.45	0.00	0.00	0.45	0.00	0.00	0.00
Critical Areas	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.02	0.00	0.00	0.02	0.00	0.00	0.00
Infrastructure Deduction	0.02	0.00	0.00	0.02	0.00	0.00	0.00
Market Factor	0.10	0.00	0.00	0.10	0.00	0.00	0.00
Net Acres	0.30	0.00	0.00	0.30	0.00	0.00	0.00
Underutilized Land							
Gross Acres	38.53	0.00	0.00	21.10	0.59	16.83	0.00
Critical Areas	3.73	0.00	0.00	3.73	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	1.74	0.00	0.00	0.87	0.03	0.84	0.00
Infrastructure Deduction	1.74	0.00	0.00	0.87	0.03	0.84	0.00
Market Factor	7.83	0.00	0.00	3.91	0.13	3.79	0.00
Net Acres	23.49	0.00	0.00	11.72	0.40	11.36	0.00

Sources: City of Nooksack, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Exhibit 64. Developable Nonresidential Land Capacity, Nooksack UGA, 2021-2036

	UGA	RES	RES-8600	COM	CMD	LI	AG UR
Net Developable Employment Acres (Vacant, PU, UU)	38.50	0.00	0.00	13.07	0.53	24.90	0.00
Commercial Developable Acres	13.59	-	-	13.07	0.53	-	-
Assumed Commercial Density (FAR)				0.3	0.3		
Subtotal: Commercial Capacity (SF)	148,035	-	-	142,288	5,747	-	-
Existing Commercial Space (SF)	-	-	-	-	-	-	-
Pending Commercial Space (SF)	-	-	-	-	-	-	-
Master Planned Commercial Space (SF)	-	-	-	-	-	-	-
Subtotal: Net Commercial Capacity (SF)	148,035	-	-	142,288	5,747	-	-
Potential Occupied Commercial Space (SF)	140,633	-	-	135,174	5,460	-	-
Commercial Employment Capacity	232	-	-	223	9	-	-
Industrial Developable Acres	24.90	-	-	-	-	24.90	-
Assumed Industrial Density (FAR)						0.1	
Subtotal: Industrial Capacity (SF)	108,486	-	-	-	-	108,486	-
Existing Industrial Space (SF)	8,622	-	-	3,440	-	5,182	-
Pending Industrial Space (SF)	-	-	-	-	-	-	-
Master Planned Industrial Space (SF)	-	-	-	-	-	-	-
Subtotal: Net Industrial Capacity (SF)	103,304	-	-	-	-	103,304	-
Potential Occupied Industrial Space (SF)	98,139	-	-	-	-	98,139	-
Industrial Employment Capacity	123	-	-	-	-	123	-
Net Commercial & Industrial Capacity (SF)	251,339	-	-	142,288	5,747	103,304	-
Potential Occupied Commercial & Industrial Employment Capacity	238,772	-	-	135,174	5,460	98,139	-
	355	-	-	223	9	123	-
Remaining Employment Growth to Accommodate (2021-2036)	92						
Employment Capacity Surplus (Deficit)	263						

Sources: City of Nooksack, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

10. Sumas UGA

The Sumas Urban Growth Area is projected to reach a total population and employment of 2,323 and 1,145 respectively by 2036. The UGA has projected growth allocation of 760 for population and 387 for employment between 2016 and 2036 (**Exhibit 1** and **Exhibit 2**).

Achieved Growth 2016-2021

Based on permit data collected between 2016 and 2021 and occupancy and persons per household and square feet per employee assumptions, the Sumas UGA grew by an estimated 190 population and 65 employment (100% within the City) (**Exhibit 6** and **Exhibit 7**).

Between 2016 and 2021, the City of Sumas achieved an overall residential density of 7.5 units per acre. No development occurred within the unincorporated area of the UGA within the period. The *City of Sumas Comprehensive Plan* has an adopted planned residential density of 4.9 units per acre. The *Whatcom County Comprehensive Plan* has adopted planned residential density of 4.0 to 6.0 units per acre. Achieved residential density within the City of Sumas exceeded both the City and County planned densities (**Exhibit 11**).

The City Comprehensive Plan references planned densities for commercial and industrial developed based on the *Whatcom County Land Capacity Analysis*. Whatcom County has not adopted planned densities for commercial or industrial uses. No commercial development occurred within the City during the review period. The City achieved an industrial FAR of 0.12, exceeding slightly the planned density of 0.11. The adopted planned commercial FAR is 0.22 (**Exhibit 11**).

Population and Employment Assumptions

Specific occupancy rate and population and employment density assumptions for estimating future growth capacity in the Sumas UGA are:

- 95.8% Single Family occupancy rate
- 82.2% Multifamily occupancy rate
- 95.0% Commercial and Industrial occupancy rate
- 3.008 Single Family persons per household
- 2.199 Multifamily persons per household
- 669 and 890 respectively Commercial and Industrial square feet per employee

The Sumas UGA has an estimated 570 population and 322 employment growth

remaining to accommodate between 2021 and 2036 (**Exhibit 6** and **Exhibit 7**).

Population Capacity 2021-2036

Based on achieved densities between 2016 and 2021 and planning assumptions, City of Sumas planners are assuming future single family density between 2.5 and 4.5 units per acre for single family residential development. Assumed density for future multifamily development is 13.5 units per acre (**Exhibit 65**).

The Sumas UGA has estimated net land capacity for population growth of 65.8 acres (**Exhibit 66**), with a total estimated potential occupied unit capacity of 435 dwelling units. Based on persons per household assumptions, the UGA has an estimated population capacity of 1,073, indicating an estimated population capacity surplus of 503 (**Exhibit 67**).

Housing Needs by Type

The *Whatcom County Comprehensive Plan* (Chapter 3- Housing, Chart 3 – Estimated Dwelling Units Needed, page 3-8) indicates that Sumas has a need for 168 single-family, 146 multi-family, and 47 other (“group housing”) new dwelling units during the 2013-2036 planning period. The calculation for Chart 3 in the *Whatcom County*

Comprehensive Plan included building activity from 2013. Therefore, the analysis below includes permit data from April 1, 2013, even though the planning period for this Buildable Lands Report is from 2016.

- Between April 1, 2013 and March 31, 2021, Sumas issued building permits for 57 single-family and 45 multi-family units. No group housing has been built during this time. Comparing units built and the needs indicated on Chart 3, Sumas needs an additional 111 single-family units, 101 multi-family units, and 47 group housing units between 2021 and 2036.
- The City and unincorporated UGA have an estimated 2021-2036 capacity for 151 single-family and 353 multi-family housing units (**Exhibit 67**). The multi-family capacity includes group housing.

These capacities are sufficient to accommodate the dwelling unit types needed in the planning period as established in the Whatcom County Comprehensive Plan (Chapter 3- Housing, Chart 3).

Employment Capacity 2021-2036

The City of Sumas is utilizing achieved densities (when available) when estimating future land capacity. Based on achieved

densities between 2016 and 2021 and planning assumptions, City of Sumas planners are assuming a future commercial FAR between 0.22 and 0.50 depending on the specific zone and an industrial FAR of 0.12 (**Exhibit 68**).

The Sumas UGA has estimated net land capacity for employment growth of 110.6 acres (**Exhibit 69**), with a total estimated potential occupied commercial and industrial capacity of 601,950 square feet. Based on square feet per employee assumptions, the Sumas UGA has an estimated employment capacity of 758, indicating an estimated employment capacity surplus of 436 (**Exhibit 70**).

Regulatory Changes

The City of Sumas has not identified any regulatory changes that would prevent assigned densities from being achieved or impact the quantity of land suitable for development during the remainder of the planning period.

Infrastructure Gaps

The City of Sumas has not identified any infrastructure gaps that would prevent assigned densities from being achieved or impact the quantity of land suitable for development during the remainder of the planning period (2021 to 2036).

Analysis of Comprehensive Plan Objectives and Reasonable Measures

The City of Sumas has determined that growth targets and assumptions are being met to a reasonable degree; therefore, an analysis of comprehensive plan development targets, assumptions and objectives is not deemed necessary.

Based on the results presented in the Buildable Land Report, implementation of reasonable measures is not deemed necessary. If in the future it is determined that Reasonable Measures are appropriate, then the following measures could be considered for implementation:

- Increase residential densities by reducing minimum lot sizes in the Residential, Low-Density zoning district.
- Reduce conditional use permitting requirements for construction of multifamily structures in the Residential, High-Density zoning district.
- Increase opportunities for construction of accessory dwelling units (ADUs).

Residential Development

Exhibit 65. Residential Development, Achieved and Assumed Densities, City of Sumas, 2016 -2021

Zoning Designation	Development Type	Acres Developed	Dwelling Units	Achieved Density (Units/Acre)	Density Assumed (Units/Acre)
RES LOW	Single Family	0.8	2	2.44	2.50
RES MED	Single Family	5.5	27	4.91	4.50
RES HIGH	Single Family	2.5	12	4.77	N/A
	Multifamily	1.8	36	19.54	13.50
BUS GEN	Multifamily	0.1	4	44.44	N/A

Sources: City of Sumas, 2022; Community Attributes Inc., 2021.

Note: "Density Assumed" is the assumed density for evaluation of land suitable for development by zone.

Exhibit 66. Residential Land Supply, Sumas UGA, 2021-2036

	UGA Total	RES LOW	RES MED	RES HIGH	BUS GEN	LI	BUS TO	BUS LOW
Vacant Land								
Gross Acres	69.68	4.36	24.36	40.95	0.00	0.00	0.00	0.00
Critical Areas	27.26	2.80	3.96	20.50	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	2.12	0.08	1.02	1.02	0.00	0.00	0.00	0.00
Infrastructure Deduction	2.12	0.08	1.02	1.02	0.00	0.00	0.00	0.00
Market Factor	5.73	0.21	2.75	2.76	0.00	0.00	0.00	0.00
Net Acres	32.45	1.19	15.61	15.65	0.00	0.00	0.00	0.00
Partially-Used Land								
Gross Acres	84.72	38.38	25.39	20.94	0.00	0.00	0.00	0.00
Critical Areas	35.27	16.40	13.52	5.35	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	2.47	1.10	0.59	0.78	0.00	0.00	0.00	0.00
Infrastructure Deduction	2.47	1.10	0.59	0.78	0.00	0.00	0.00	0.00
Market Factor	11.13	4.95	2.67	3.51	0.00	0.00	0.00	0.00
Net Acres	33.38	14.84	8.01	10.52	0.00	0.00	0.00	0.00
Underutilized Land								
Gross Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Critical Areas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Deduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Market Factor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Sources: City of Sumas, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Exhibit 67. Developable Residential Land Capacity, Sumas UGA, 2021 -2036

	UGA	RES LOW	RES MED	RES HIGH	BUS GEN	LI	BUS TO	BUS LOW
Net Developable Residential Acres (Vacant, PU, UU)	65.83	16.03	23.63	26.17	0.00	0.00	0.00	0.00
Single Family Developable Acres	39.66	16.03	23.63	-	-	-	-	-
Assumed Single Family Density (units/acre)		3	5					
Subtotal Single Family Unit Capacity	146	40	106	-	-	-	-	-
Existing Single Family Units	38	6	7	9	13	2	-	1
Pending Single Family Units	18	-	18	-	-	-	-	-
Master Planned Single Family Units	-	-	-	-	-	-	-	-
Subtotal: Net Single Family Unit Capacity	151	34	117	-	-	-	-	-
Potential Occupied Single Family Units	145	33	112	-	-	-	-	-
Single Family Population Capacity	435	98	337	-	-	-	-	-
Multifamily Developable Acres	26.17	-	-	26.17	-	-	-	-
Assumed Multifamily Density (units/acre)				14				
Subtotal Multifamily Unit Capacity	353	-	-	353	-	-	-	-
Existing Multifamily Units	4	-	-	-	4	-	-	-
Pending Multifamily Units	-	-	-	-	-	-	-	-
Master Planned Multifamily Units	-	-	-	-	-	-	-	-
Subtotal: Net Multifamily Unit Capacity	353	-	-	353	-	-	-	-
Potential Occupied Multifamily Units	290	-	-	290	-	-	-	-
Multifamily Population Capacity	638	-	-	638	-	-	-	-
Net Dwelling Unit Capacity	504	34	117	353	-	-	-	-
Potential Occupied Dwelling Units	435	33	112	290	-	-	-	-
Population Capacity	1,073	98	337	638	-	-	-	-
Remaining Population Growth to Accommodate (2021-2036)	570							
Population Capacity Surplus (Deficit)	503							

Sources: City of Sumas, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Commercial and Industrial Development

Exhibit 68. Nonresidential Development, Achieved and Assumed Densities, City of Sumas, 2016 -2021

Zoning Designation	Development Type	Acres Developed	Built Square Feet	Achieved Density (FAR)	Assumed Density (FAR)
RES LOW	Commercial	N/A	N/A	N/A	0.50
RES MED	Commercial	N/A	N/A	N/A	0.44
RES HIGH	Commercial	N/A	N/A	N/A	0.25
BUS GEN	Commercial	N/A	N/A	N/A	0.22
BUS TO	Commercial	N/A	N/A	N/A	0.22
BUS LOW	Commercial	N/A	N/A	N/A	0.22
LI	Industrial	11.2	60,549	0.12	0.12

Sources: City of Sumas, 2022; Community Attributes Inc., 2021.

Note: Assumed Density is the assumed density for evaluation of land suitable for development by zone.

Exhibit 69. Developable Nonresidential Land Supply, Sumas UGA, 2021 -2036

	UGA Total	RES LOW	RES MED	RES HIGH	BUS GEN	LI	BUS TO	BUS LOW
Vacant Land								
Gross Acres	206.54	0.00	0.00	0.00	5.15	168.29	32.89	0.21
Critical Areas	97.92	0.00	0.00	0.00	2.19	88.44	7.08	0.21
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	5.43	0.00	0.00	0.00	0.15	3.99	1.29	0.00
Infrastructure Deduction	5.43	0.00	0.00	0.00	0.15	3.99	1.29	0.00
Market Factor	14.66	0.00	0.00	0.00	0.40	10.78	3.48	0.00
Net Acres	83.09	0.00	0.00	0.00	2.26	61.08	19.75	0.00
Partially-Used Land								
Gross Acres	13.87	0.00	0.00	0.00	0.00	13.87	0.00	0.00
Critical Areas	6.35	0.00	0.00	0.00	0.00	6.35	0.00	0.00
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	0.38	0.00	0.00	0.00	0.00	0.38	0.00	0.00
Infrastructure Deduction	0.38	0.00	0.00	0.00	0.00	0.38	0.00	0.00
Market Factor	1.69	0.00	0.00	0.00	0.00	1.69	0.00	0.00
Net Acres	5.08	0.00	0.00	0.00	0.00	5.08	0.00	0.00
Underutilized Land								
Gross Acres	50.02	0.00	0.00	0.00	4.11	45.62	0.00	0.29
Critical Areas	16.81	0.00	0.00	0.00	0.98	15.54	0.00	0.29
Future Public Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Infrastructure Gaps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quasi-Public Use Deduction	1.66	0.00	0.00	0.00	0.16	1.50	0.00	0.00
Infrastructure Deduction	1.66	0.00	0.00	0.00	0.16	1.50	0.00	0.00
Market Factor	7.47	0.00	0.00	0.00	0.70	6.77	0.00	0.00
Net Acres	22.42	0.00	0.00	0.00	2.11	20.31	0.00	0.00

Sources: City of Sumas, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

Exhibit 70. Developable Nonresidential Land Capacity, Sumas UGA, 2021-2036

	UGA	RES LOW	RES MED	RES HIGH	BUS GEN	LI	BUS TO	BUS LOW
Net Developable Employment Acres (Vacant, PU, UU)	110.59	0.00	0.00	0.00	4.37	86.47	19.75	0.00
Commercial Developable Acres	24.12	-	-	-	4.37	-	19.75	0.00
Assumed Commercial Density (FAR)		0.5	0.4	0.3	0.2		0.2	0.2
Subtotal: Commercial Capacity (SF)	231,113	-	-	-	41,882	-	189,231	-
Existing Commercial Space (SF)	-	-	-	-	-	-	-	-
Pending Commercial Space (SF)	-	-	-	-	-	-	-	-
Master Planned Commercial Space (SF)	-	-	-	-	-	-	-	-
Subtotal: Net Commercial Capacity (SF)	231,113	-	-	-	41,882	-	189,231	-
Potential Occupied Commercial Space (SF)	219,557	-	-	-	39,788	-	179,769	-
Commercial Employment Capacity	328	-	-	-	59	-	269	-
Industrial Developable Acres	86.47	-	-	-	-	86.47	-	-
Assumed Industrial Density (FAR)						0.1		
Subtotal: Industrial Capacity (SF)	451,991	-	-	-	-	451,991	-	-
Existing Industrial Space (SF)	49,472	-	-	-	-	49,472	-	-
Pending Industrial Space (SF)	-	-	-	-	-	-	-	-
Master Planned Industrial Space (SF)	-	-	-	-	-	-	-	-
Subtotal: Net Industrial Capacity (SF)	402,519	-	-	-	-	402,519	-	-
Potential Occupied Industrial Space (SF)	382,393	-	-	-	-	382,393	-	-
Industrial Employment Capacity	430	-	-	-	-	430	-	-
Net Commercial & Industrial Capacity (SF)	633,632	-	-	-	41,882	402,519	189,231	-
Potential Occupied Commercial & Industrial	601,950	-	-	-	39,788	382,393	179,769	-
Employment Capacity	758	-	-	-	59	430	269	-
Remaining Employment Growth to Accommodate (2021-2036)	322							
Employment Capacity Surplus (Deficit)	436							

Sources: City of Sumas, 2022; Whatcom County, 2021; Community Attributes Inc., 2021.

APPENDIX A: ANNEXATIONS

Between 2016 and 2021, 445 total acres were annexed to cities in Whatcom County. These annexations increased the total incorporated area in Whatcom County to 35,385 acres (**Exhibit 71**). These annexations were adopted by the following city legislative actions:

- City of Bellingham Ordinances 2018-11-027 and 2018-12-033
- City of Lynden Ordinances 1506, 1509, and 1561
- City of Nooksack Ordinance 712

Exhibit 71. Whatcom County Acres Annexed by City, 2016-2021

	Acres 2016	2016	2017	2018	2019	2020	2021	Total Acres Annexed	Acres 2021
Bellingham	19,275	0	0	0	249	0	0	249	19,524
Blaine	5,464	0	0	0	0	0	0	0	5,464
Everson	877	0	0	0	0	0	0	0	877
Ferndale	4,561	0	0	0	0	0	0	0	4,561
Lynden	3,382	82	0	10	0	0	0	92	3,474
Nooksack	446	0	0	0	104	0	0	104	550
Sumas	935	0	0	0	0	0	0	0	935
Total	34,940	82	0	10	353	0	0	445	35,385

Sources: Whatcom County and Cities, 2022 (Countywide Data Reporting Tool).

Notes: Acres 2016 represents acres within city limits as of March 31, 2016. Acres 2021 represents acres within city limits as of March 31, 2021. Numbers have been rounded. For Bellingham, land area excluding Bellingham Bay, Lake Whatcom, and Lake Padden is equal to 18,046 acres.

APPENDIX B: URBAN GROWTH AREA CHANGES

Between 2016 and 2021, 345 acres were added to Whatcom County's urban growth areas. UGAs include areas within the city limits and unincorporated areas that have been designated for urban growth. UGA changes authorized by Whatcom County Ordinance 2016-034 include a reduction of 20 acres in the Everson UGA, as well as increases in the Ferndale, Lynden, and Nooksack UGAs. Overall, as of March 31, 2021, Whatcom County's UGAs total 52,029 acres (**Exhibit 72**).

Exhibit 72. Whatcom County Acres Added to Urban Growth Areas, 2016-2021

	Acres 2016	2016	2017	2018	2019	2020	2021	Total Acres Added to UGAs	Acres 2021
Bellingham	23,172	0	0	0	0	0	0	0	23,172
Birch Bay	3,607	0	0	0	0	0	0	0	3,607
Blaine	4,071	0	0	0	0	0	0	0	4,071
Cherry Point	7,035	0	0	0	0	0	0	0	7,035
Columbia Valley	1,157	0	0	0	0	0	0	0	1,157
Everson	1,287	(20)	0	0	0	0	0	(20)	1,267
Ferndale	5,869	117	0	0	0	0	0	117	5,986
Lynden	3,979	193	0	0	0	0	0	193	4,172
Nooksack	548	55	0	0	0	0	0	55	603
Sumas	959	0	0	0	0	0	0	0	959
Total	51,684	345	0	0	0	0	0	345	52,029

Sources: Whatcom County and Cities, 2022 (Countywide Data Reporting Tool).

Notes: Acres 2016 represents acres within each UGA as of March 31, 2016. Acres 2021 represents acres within each UGA as of March 31, 2021.

APPENDIX C: ZONING MAP CHANGES

Zoning map changes documented in **Exhibit 73** and **Exhibit 74** provide a detailed accounting of changes to zoning within each UGA for residential, commercial, industrial, and other types of zones between 2016 and 2021. Many of the general land use categories encompass a number of zoning districts. In 2016, land was added to some UGAs or moved between UGAs. This land has not been rezoned and therefore these changes are reflected in **Exhibit 72**, but not in the zoning map changes.

Ordinances authorizing zoning changes from one land use category to another between April 1, 2016 and March 31, 2021:

- Bellingham UGA
 - City of Bellingham Ordinance 2017-07-018 rezoned 0.51 acres from Residential - Single Family to Commercial.
 - City of Bellingham Ordinance 2017-07-019 rezoned 10 acres from Residential – Single Family to Industrial.
 - City of Bellingham Ordinance 2017-07-020 rezoned 3.6 acres from Industrial to public and 17.7 acres of Commercial / Industrial / Residential Multifamily to Public.
 - City of Bellingham Ordinance 2017-11-025 rezoned 12.7 acres from Commercial to Institutional.
- Everson UGA
 - City of Everson zoning changes in 2016 were part of the 2016 Comprehensive Plan update, adopted through Ordinance 767-16.
 - City of Everson zoning changes in 2019 were adopted through Ordinance 806-19.
- Ferndale UGA
 - Ferndale Ordinance 1957 (2016) – Rezoned 0.75 acres from Residential – Single Family to Residential - Multifamily.
 - Ferndale Ordinance 1977 (2016) – Rezoned 6.78 acres from Residential – Single Family to Commercial.
 - Ferndale Ordinance 2080 (2019) – Rezoned 112 acres from Floodplain to Public (3.9 acres), Residential – Single Family (8.51 acres), Residential – Multifamily (48.62 acres), and Commercial (52.14 acres). Rezoned 18.92 acres from Commercial to Residential – Multifamily and 4.45 acres from Commercial to Residential – Single Family.
 - Ferndale Ordinance 2160 (2020) – Rezoned 2.71 acres from Residential – Single Family to Residential – Multifamily, and 3.8 acres from Residential – Multifamily to Commercial.

- Lynden UGA
 - Lynden Ordinances 1506 and 1509 (2016) - Annexed 82 acres and rezoned to Residential.
 - Lynden Ordinance 1519 (2016) - Rezoned 7 acres from Commercial to Industrial, 1 acre from Residential to Commercial, and 5 acres from Residential to Public Use.
 - Lynden Ordinance 1548 (2017) - Rezoned 27 acres from Commercial to Residential.
 - Lynden Ordinance 1569 (2018) - Rezoned 16 acres from Residential to Commercial (6 acres), Industrial (8 acres), and Public Use (2 acres). This Ordinance also rezoned 9 acres from Commercial to Industrial.
 - Lynden Ordinance 1561 (2018) - Annexed 10 acres and rezoned to Residential.
 - Lynden Ordinance 1597 (2019) - Rezoned 1 acre from Single Family Residential to Multifamily Residential.
 - Lynden Ordinance 1619 (2020)- Rezoned 83 acres from Single Family Residential to Multifamily Residential (80 acres) and Public Use (3 acres) in the Pepin Creek Subarea.

- Nooksack UGA
 - City of Nooksack Ordinance 712 rezoned 31 acres of a 104 acre annexation area from Residential to Public zoning.

- Sumas UGA
 - City of Sumas Ordinance No. 1685 adopted zoning changes from the 2016 Comprehensive Plan update.

- Areas Outside UGAs
 - Whatcom County Ordinance 2016-036 rezoned 2 acres of Rural one dwelling per five acres to Rural-Industrial.

**Exhibit 73. Whatcom County Zoning Changes by Urban Growth Area and
Land Use, Acres, 2016-2021**

UGA	City Zoning 2016	County Zoning 2016	Zoning 2016	2016	2017	2018	2019	2020	2021	Total Zoning Changes	Zoning 2021
Bellingham											
Residential - Single Family	7,868	2,205	10,073	0	(11)	0	0	0	0	(11)	10,062
Residential - Multifamily	3,209	46	3,255	0	0	0	0	0	0	0	3,255
Commercial	1,847	314	2,161	0	(12)	0	0	0	0	(12)	2,149
Industrial	2,434	2,486	4,919	0	6	0	0	0	0	6	4,926
Other	2,444	139	2,583	0	16	0	0	0	0	16	2,600
<i>Subtotal</i>	<i>17,802</i>	<i>5,190</i>	<i>22,992</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>22,992</i>
Birch Bay											
Residential - Single Family	0	1,728	1,728	0	0	0	0	0	0	0	1,728
Residential - Multifamily	0	1,281	1,281	0	0	0	0	0	0	0	1,281
Commercial	0	551	551	0	0	0	0	0	0	0	551
Industrial	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0
<i>Subtotal</i>	<i>0</i>	<i>3,560</i>	<i>3,560</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>3,560</i>
Blaine											
Residential - Single Family	2,505	494	2,999	0	0	0	0	0	0	0	2,999
Residential - Multifamily	262	0	262	0	0	0	0	0	0	0	262
Commercial	347	0	347	0	0	0	0	0	0	0	347
Industrial	287	0	287	0	0	0	0	0	0	0	287
Other	144	0	144	0	0	0	0	0	0	0	144
<i>Subtotal</i>	<i>3,545</i>	<i>494</i>	<i>4,039</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>4,039</i>
Cherry Point											
Industrial	0	7,029	7,029	0	0	0	0	0	0	0	7,029
<i>Subtotal</i>	<i>0</i>	<i>7,029</i>	<i>7,029</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>7,029</i>
Columbia Valley											
Residential - Single Family	0	1,065	1,065	0	0	0	0	0	0	0	1,065
Residential - Multifamily	0	0	0	0	0	0	0	0	0	0	0
Commercial	0	40	40	0	0	0	0	0	0	0	40
Industrial	0	0	0	0	0	0	0	0	0	0	0
Other	0	40	40	0	0	0	0	0	0	0	40
<i>Subtotal</i>	<i>0</i>	<i>1,145</i>	<i>1,145</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>1,145</i>
Everson											
Residential - Single Family	421	108	529	(60)	0	0	(1)	0	0	(61)	468
Residential - Multifamily	124	0	124	0	0	0	4	0	0	4	128
Commercial	47	7	54	10	0	0	(1)	0	0	9	63
Industrial	173	42	215	(26)	0	0	0	0	0	(26)	189
Other	116	251	367	76	0	0	(2)	0	0	74	441
<i>Subtotal</i>	<i>881</i>	<i>408</i>	<i>1,289</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>1,289</i>

Sources: Whatcom County and Cities, 2022 (Countywide Data Reporting Tool).

Notes: Acres 2016 represents acres as of March 31, 2016. Acres 2021 represents acres as of March 31, 2021. Numbers may not add up because of rounding.

**Exhibit 74. Whatcom County Zoning Changes by Urban Growth Area and
Land Use, Acres, 2016-2021**

UGA	City Zoning 2016	County Zoning 2016	Zoning 2016	2016	2017	2018	2019	2020	2021	Total Zoning Changes	Zoning 2021
Ferndale											
Residential - Single Family	1,580	1,599	3,179	(8)	0	0	13	(3)	0	3	3,182
Residential - Multifamily	485	0	485	1	0	0	63	(1)	0	63	548
Commercial	1,628	31	1,659	7	0	0	33	4	0	44	1,703
Industrial	516	415	931	0	0	0	0	0	0	0	931
Other	112	89	201	0	0	0	(109)	0	0	(109)	92
<i>Subtotal</i>	<i>4,321</i>	<i>2,134</i>	<i>6,455</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>6,455</i>
Lynden											
Residential - Single Family	1,854	135	1,989	76	7	(6)	(1)	(83)	0	(7)	1,982
Residential - Multifamily	442	23	465	0	20	0	1	80	0	101	566
Commercial	479	0	479	(6)	(27)	(3)	0	0	0	(36)	443
Industrial	337	0	337	7	0	17	0	0	0	24	361
Other	189	446	635	(77)	0	(8)	0	3	0	(82)	553
<i>Subtotal</i>	<i>3,300</i>	<i>604</i>	<i>3,904</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>3,904</i>
Nooksack											
Residential - Single Family	350	95	445	0	0	0	(31)	0	0	(31)	414
Residential - Multifamily	0	0	0	0	0	0	0	0	0	0	0
Commercial	35	0	35	0	0	0	0	0	0	0	35
Industrial	13	0	13	0	0	0	0	0	0	0	13
Other	45	11	56	0	0	0	31	0	0	31	87
<i>Subtotal</i>	<i>443</i>	<i>106</i>	<i>549</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>549</i>
Sumas											
Residential - Single Family	160	0	160	(4)	0	0	0	0	0	(4)	156
Residential - Multifamily	193	0	193	(16)	0	0	0	0	0	(16)	177
Commercial	71	0	71	(1)	0	0	0	0	0	(1)	70
Industrial	376	0	376	8	0	0	0	0	0	8	384
Other	135	26	161	13	0	0	0	0	0	13	174
<i>Subtotal</i>	<i>935</i>	<i>26</i>	<i>961</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>961</i>
Areas Outside UGAs											
Rural one dwelling/two acres	N/A	1,157	1,157	0	0	0	0	0	0	0	1,157
Rural one dwelling/five acres	N/A	90,331	90,331	(2)	0	0	0	0	0	(2)	90,329
Rural one dwelling/ten acres	N/A	30,211	30,211	0	0	0	0	0	0	0	30,211
Rural - Residential (LAMIRD)	N/A	10,634	10,634	0	0	0	0	0	0	0	10,634
Rural - Commercial (LAMIRD)	N/A	1,286	1,286	0	0	0	0	0	0	0	1,286
Rural - Industrial (LAMIRD)	N/A	494	494	2	0	0	0	0	0	2	496
Agriculture	N/A	86,276	86,276	0	0	0	0	0	0	0	86,276
Rural Forestry	N/A	36,208	36,208	0	0	0	0	0	0	0	36,208
Commercial Forestry	N/A	187,311	187,311	0	0	0	0	0	0	0	187,311
Mineral Resource Lands	N/A	0	0	0	0	0	0	0	0	0	0
<i>Subtotal</i>	<i>N/A</i>	<i>443,908</i>	<i>443,908</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>443,908</i>
Total	31,227	464,604	495,831	0	0	0	0	0	0	0	495,831

Sources: Whatcom County and Cities, 2022 (Countywide Data Reporting Tool).

Notes: Acres 2016 represents acres as of March 31, 2016. Acres 2021 represents acres as of March 31, 2021. LAMIRD stands for "limited area of more intensive rural development" (see RCW 36.70A.070(5)(d)).

WHATCOM COUNTY PLANNING COMMISSION

BUILDABLE LANDS REPORT 2022

FINDINGS OF FACT AND REASONS FOR ACTION

1. Staff and the Planning Commission recognize that the Buildable Lands Report does not address the issue of housing affordability. Additional work that revisits the estimates of supply and demand that are feasible, realistic, and consistent with current regulatory requirements and infrastructure are needed and will be reviewed in the 2025 comprehensive plan updates.
2. The proposal is to adopt the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* (July 7, 2022).
3. The SEPA Official determined on July 19, 2022 that adoption of the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* is categorically exempt from SEPA review under WAC 197-11-800(17) as information collection and research.
4. Notice of the Planning Commission hearing was posted on the County website on September 30, 2022.
5. Notice of the Planning Commission hearing was published in the Bellingham Herald on September 30, 2022.
6. Notice of the Planning Commission hearing was sent to the County's email list on September 30, 2022.
7. The Planning Commission held a public hearing on the subject amendments on October 13, 2022.
8. The Growth Management Act (GMA) "Review and Evaluation Program" (buildable land) requirements became applicable to Whatcom County and the cities when the State Legislature adopted Engrossed Second Substitute Bill 5254 in 2017.

9. The GMA's Review and Evaluation Program requirements (RCW 36.70A.215) include updating county-wide planning policies, developing a buildable lands program methodology, data collection, reviewing achieved densities, evaluating land suitable for development, and issuing a Buildable Lands Report. The information contained in the Buildable Lands Report will inform the next update of the Whatcom County Comprehensive Plan, which is due by June 30, 2025.
10. The County's consultant held interviews with representatives of each jurisdiction and several key community stakeholders. This information was compiled in a *Stakeholder Interview Summary Whatcom County Review and Evaluation (Buildable Lands) Program* (CAI, May 2019).
11. The County's consultant conducted research on topics with important implications for the buildable lands report, including local regulations, infrastructure, housing affordability, and growth trends. This included reviewing relevant portions of the Revised Code of Washington and Washington Administrative Code. This information was compiled in a *Background Information and Key Issues Report* (CAI, June 2019).
12. Whatcom County and the cities, with the assistance of a consultant, developed the *Whatcom County Review and Evaluation Program Public Participation Plan* (April 2020) and have followed that Plan.
13. Whatcom County and the cities developed draft Countywide Planning Policies establishing the Review and Evaluation Program. The Whatcom County Planning Commission held a public hearing on these Countywide Planning Policies on September 10, 2020. The Whatcom County Council held a public hearing and adopted the Countywide Planning Policies on February 9, 2021 (Ordinance 2021-003).
14. Whatcom County and the cities, with the assistance of a consultant, drafted the *Whatcom County Review and Evaluation Program Methodology* to implement the 2017 state amendments to the GMA. Stakeholders reviewed and provided comments on preliminary draft versions of this Methodology in 2021. Modifications to the draft Methodology were made based upon stakeholder comments in 2021. The Whatcom County Planning Commission held a public hearing on the draft Methodology on October 28, 2021. The County Council and city councils were briefed on the draft Methodology in 2021-2022. The Whatcom County Planning Director approved the Methodology on February 10, 2022.
15. Whatcom County and the cities, with the assistance of a consultant, developed Data Reporting Tool templates for collection of data on development and local government ordinances over the review period. The templates are intended to facilitate uniform collection of data by the County and cities.

16. The County and cities entered information in the Data Reporting Tools, including information on building permits and plats issued between April 1, 2016 and March 31, 2021. The Data Reporting Tools calculate achieved densities over the five year review period.
17. Whatcom County and the cities, with the assistance of a consultant, developed Suitable Land Tool templates for estimating the amount of land available for development over the remaining portion of the planning period. The templates are intended to facilitate uniform evaluation of land supply by the County and cities.
18. The County and cities entered information in the Suitable Land Tools to estimate the capacity of land suitable for development to accommodate population and employment growth over the remaining portion of the existing planning period (2021-2036). The Suitable Land Tools compare the land capacity to the projected population and employment growth to estimate whether there will be a surplus or deficit of land to accommodate projected growth (2021-2036).
19. The City of Bellingham and the County shared draft Data Reporting Tool and Suitable Land Tool spreadsheets at a Buildable Lands - Virtual Stakeholder Workshop on February 9, 2022.
20. Whatcom County and the cities issued the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* on July 7, 2022. This Report summarizes and analyzes information from the Data Reporting Tools, Suitable Land Tools, and other sources to meet the requirements of the Growth Management Act.
21. The *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* shows that there is sufficient suitable land to accommodate the countywide population projection contained in the *Whatcom County Comprehensive Plan* (Chapter 1).
22. The *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* shows that each Urban Growth Area (UGA), with the exception of the Birch Bay UGA, has sufficient suitable land to accommodate the UGA population projections contained in the *Whatcom County Comprehensive Plan* (Chapter 1).
23. The *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* shows that there is sufficient suitable land to accommodate the countywide employment projection contained in the *Whatcom County Comprehensive Plan* (Chapter 1).

24. The *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* shows that each UGA has sufficient suitable land to accommodate the UGA employment projections contained in the *Whatcom County Comprehensive Plan* (Chapter 1).
25. The *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* shows that reasonable measures are needed for the Birch Bay, Cherry Point, and Columbia Valley UGAs pursuant to RCW 36.70A.215.
26. For the Birch Bay UGA, reasonable measures are needed to address:
 - a. Achieved residential densities between 2016 and 2021 were below the planned densities in *Whatcom County Comprehensive Plan* Chapter 2 (Goal 2P);
 - b. Land capacity to accommodate the population projection adopted in *Whatcom County Comprehensive Plan* Chapter 1; and
 - c. Land capacity to accommodate single family housing needs as set forth in *Whatcom County Comprehensive Plan* Chapter 3.
27. For the Cherry Point UGA, reasonable measures are needed to address employment growth because growth that occurred between 2016 and 2021 was significantly below the planned growth projected in the *Whatcom County Comprehensive Plan* (Chapter 1). Employment growth would have exceeded the planned growth, except that a major employer shut down in 2020.
28. For the Columbia Valley UGA, reasonable measures are needed to address employment growth because growth that occurred between 2016 and 2021 was significantly below the planned growth projected in the *Whatcom County Comprehensive Plan* (Chapter 1).
29. Reasonable measures are not needed for any other lands in unincorporated Whatcom County.

CONCLUSION

The review and evaluation required by the Growth Management Act has occurred and *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program* has been issued in accordance with RCW 36.70A.215.

RECOMMENDATION

Based upon the above findings and conclusions, the Planning Commission recommends that the County Council adopt the *Buildable Lands Report 2022 – Whatcom County Review and Evaluation Program*.

WHATCOM COUNTY PLANNING COMMISSION



Kelvin Barton, Chair



Tammy Axlund, Secretary

10 - 13 - 22
Date

10/13/22
Date

Commissioners voted to recommend approval on October 13, 2022 (vote was 6-0, with 3 members absent). Members present at the meeting when the vote was taken: Robert Bartel, Kelvin Barton, Atul Deshmane, Julie Jefferson, Dominic Mocerì, and Scott Van Dalen.

From: darcy@jonesengineers.us
To: [PDS Planning Commission](#)
Cc: [Council; ccmail@cob.org; planningcommission@cob.org; mayorsoffice@cob.org; Satpal Sidhu; bglyon@cob.org; Mark Personius; Steve Roberge; Behee, Christopher J.; Matt Aamot; Dan Dunne; troy@muljat.com; perrye@wcar.net; Naoyuki Ishii; Bob Carmichael; dgoldberg@portofbellingham.com; rlee@biawc.com; Rose Lathrop; Guy@Bellingham.com; kenb@portofbellingham.com](#)
Subject: Whatcom County Review and Evaluation Program: Draft Buildable Lands Report April 7, 2022
Date: Tuesday, October 11, 2022 7:27:38 AM
Attachments: [Buildable Lands Review Oct 10 2022.pdf](#)
[ATT00001.png](#)

Honorable Commissioners - We have attached our written comments for the public hearing to be held regarding the Buildable Lands Report this Thursday, October 13. We appreciate the opportunity to participate in this process and look forward to working with you. Please let me know if you have any questions or need additional information.

Please include the attached comments in the public record for the Buildable Lands review process.

Thank you and Best Regards,

Darcy Jones
Jones Engineers, Inc.





Date: October 10, 2022

Whatcom County Planning Commission
Via email

Subject: Draft Buildable Lands Report – July 7, 2022
Whatcom County Review and Evaluation Program

Honorable Commissioners,

We write on behalf of Caitac, USA regarding the draft Buildable Lands Report 2022, (BLR). We would like to extend our appreciation to the County and City officials for the preparation of this document. Staff members from both the County and City have provided their time and insights to help stakeholders understand the methodology, procedures, data collection, and analysis that went into its development.

We acknowledge significant improvements which have been incorporated into the methodology and analysis of land capacity. For example, deductions for critical area buffers (such as wetlands, steep slopes and shorelines) are more appropriately applied. The addition of an "infrastructure gap deduction," while incomplete, is a step in the right direction for assessment of available, buildable land. Also, the supporting worksheets are much easier to understand so that density assumptions and parcel status can be cross checked. Overall, the analysis spreadsheets are more user friendly than in previous years.

The findings of the BLR provide a baseline of analysis for the upcoming 2025 Whatcom County Comprehensive Plan update and therefore it is important the report present a realistic view of Whatcom County's current housing situation. In the spirit of offering constructive input, we provide the following observations and comments focused on the land capacity and housing analysis presented in the City of Bellingham jurisdictional profile found within the report:

1. The BLR should include a more comprehensive assessment of the growth and development assumptions, targets and objectives contained in the countywide planning policies and county and city comprehensive plans.
2. The availability of lands for single-family homes in Bellingham is extremely constrained. The City is relying too heavily on small lot and attached housing products to meet the expectations for single-family homes established in the City and County Comprehensive Plans.
3. Certain geographic areas within Bellingham have been assigned unrealistic densities to be achieved by the end of the planning horizon (2036). The result is an unrealistic expectation of available land capacity, especially for single family homes.
4. Housing production in Bellingham has not kept up with demand.
5. Lack of proposed "Reasonable Measures" to address housing issues.

1. COMPREHENSIVE ASSESSMENT

As this is the first Buildable Lands Report created for Whatcom County, this report can set a higher standard for buildable lands and housing assessments that embraces recent amendments to the Growth Management Act, (GMA).

In our discussions with City and County staff it was pointed out that in the past most cities and counties operating under the State Buildable Lands Program have adopted an approach that is focused primarily on population accommodation and achieved densities.

However, in 2021, the State legislature amended the GMA to strengthen the standards for Comprehensive Plans with regard to housing needs assessment. The GMA now requires cities and counties to do more than plan to accommodate projected population growth. It also requires cities and counties to plan for housing that is affordable to all segments of the population, which includes assessing a variety of residential densities and housing types, (see RCW 36.70A.020).

RCW 36.70A.215 (1) establishes the purpose of a "Buildable Lands Report".

"The purpose of the review and evaluation shall be to: (a) Determine whether a county and its cities are achieving urban densities within urban growth areas by comparing growth and development assumptions, targets and objectives contained in the countywide planning policies and county and city comprehensive plans with actual growth and development that has occurred in the county and its cities."

RCW 36.70A.215 (3) establishes the minimum standards for adoption of a "Buildable Lands Report".

At a minimum, the evaluation component of the program required by subsection (1) of this section shall....

(d) Determine the actual density of housing that has been constructed and the actual amount of land developed for commercial and industrial uses within the urban growth area since the adoption of a comprehensive plan under this chapter or since the last periodic evaluation as required by subsection (1) of this section; and

(e) Based on the actual density of development as determined under (b) of this subsection, review commercial, industrial, and housing needs by type and density range to determine the amount of land needed for commercial, industrial, and housing for the remaining portion of the twenty-year planning period used in the most recently adopted comprehensive plan.

At best, the BLR reflects a very narrow view of these standards. The approach taken in the analysis should be more comprehensive in its assessment of the City of Bellingham's relative success or lack of success in meeting all of the goals and objectives of the Countywide Planning Policies and the Comprehensive Plan. Objectives related to housing variety, neighborhood character, affordability and preservation of existing housing stock should be incorporated into the assessment of available land supply and the associated findings and recommendations clearly presented.

For example:

The BLR should more clearly demonstrate how it has addressed Countywide Planning Policies G. 1 & 2, which state:

1) The county and the cities shall take actions to ensure a balance of housing and economic growth consistent with each jurisdictions' employment base and diverse income levels and to reduce commuting times and traffic congestion.

2) The county and the cities shall plan for a range of housing types and costs commensurate with their affordable housing needs.

The BLR should more clearly address the goals and policies within the City of Bellingham's Comprehensive Land Use and Housing Chapters which promote a variety of housing choices, which include:

City of Bellingham Housing Chapter - GOAL H-1 Ensure that Bellingham has a sufficient quantity and variety of housing types and densities to accommodate projected growth and promote other community goals.

City of Bellingham Housing Chapter - POLICY H-2 Encourage mixed housing types for new development on greenfield sites, a benefit of which is the integration of people from various socio-economic backgrounds.

City of Bellingham Land Use Chapter - POLICY LU-5 Foster neighborhoods with a balanced mix of housing prices that are compatible with the wages and incomes in the community.

The BLR should address issues associated with meeting the goals and policies of the Whatcom County Comprehensive Plans related to affordability and the preservation of existing housing stock, which include:

Whatcom County Housing Chapter: Preservation of Existing Housing Stock - Destruction of existing housing units due to redevelopment may be counterproductive for housing affordability. Instead, redevelopment should be taken as an opportunity to increase affordable housing.

Goal 3H: Facilitate maintenance and rehabilitation of existing housing.

Policy 3H-1: Wherever there is potential for destruction of existing structures, provide for preserving existing housing or creating new housing, whether by incorporation into the new project, moving, or recycling.

Policy 3H-2: Support creation of one or more additional housing units, within permitted density, when existing housing is remodeled, or commercial or light industrial facilities are redeveloped.

Policy 3H-3: Identify and implement incentives to preserve and sensitively rehabilitate historic properties.

An honest assessment comparing how the above goals and policies fit with the current housing situation in Bellingham is largely absent from the draft BLR. The emphasis in current comprehensive plans on providing a variety of housing and affordable housing is striking. Yet we have a housing affordability crisis in Bellingham. By not acknowledging our failures as a community to keep housing affordable, and not examining the reasons for this failure, we do not comply with RCW 36.70A.215, and miss a real opportunity to learn from our mistakes. There are many issues worth examining in the BLR, which are not. One such question is whether the infill development emphasized by the City provides affordable housing, or whether affordable housing is better provided by "greenfield" development. We believe the greenfield development is more likely to lead to equitable and affordable housing than infill.

2. AVAILABILITY OF BUILDABLE LAND FOR SINGLE FAMILY HOMES

The Housing chapter of the City Comprehensive Plan discusses alternative housing types and it is understood that some small lot and Infill Toolkit housing forms would be represented in the single-family category. However, we are concerned that a disproportionate amount of attached housing product is anticipated to fulfill the single-family demand in the future.

We are also concerned that there is not enough capacity for single-family homes to meet the expectations established in the Comprehensive Plans for the City and the County.

The City of Bellingham embraced a growth strategy in their 2016 Comprehensive Plan which promotes the achievement of a near equal mix of single-family and multi-family housing products. In order to achieve that goal, the City and County planned for the future housing production to be generally a split of one-third single family and two-third multi-family housing until the equal mix was achieved.

Page I - Section 2, (Goals and Policies) of the Housing Chapter of the City of Bellingham Comprehensive Plan states:

Approximately 44% of the current housing stock in Bellingham is multi-family. The projected mix (i.e., current mix + growth), which is based on current zoning and the land capacity analysis, is 49% single-family and 51% multi-family. This split not only supports the City's growth strategy, but also provides options for changing demographics.

At the time, the City's existing single-family housing stock was comprised of mainly traditional detached single-family homes. In this context the City's future single-family sector was widely recognized to be comprised of primarily traditional detached single-family homes.

Currently, according to the City of Bellingham Development Dashboard website, the desired split between single-family and multi-family homes has already been achieved. Therefore, in accordance with the City's growth strategy, projections for future residential development through the year 2036, should anticipate approximately 49% of all new homes to be single-family homes.

Exhibit 16 of the report indicates that the capacity for future single-family homes makes up only 26% of the capacity for all residential units projected from 2021 to 2036. It is acknowledged that since the adoption of the 2016 Comprehensive Plan, the City of Bellingham has increased capacity for multi-family homes, therefore, the proportion of single-family to multi-family capacity as been reduced. The City's efforts to increase housing capacity through regulatory changes and revisions to zoning rules have produced a surplus of multi-family capacity, however the capacity for single-family homes has remained static.

According to Exhibit 16 of the draft BLR, the currently available capacity for single-family homes may be marginally adequate to accommodate the single-family component of the remaining population growth for the planning period. However, most of the capacity lies within lands zoned for multi-family. Exhibit 16 indicates that there is available capacity for 4,200 single-family homes in Bellingham. 3,070 single-family homes would be located in the multi-family zones, (73%). 505 homes in the single-family zones (12%); 527 homes in the mixed-use zones (12.5%); 82 homes in the Commercial/Industrial zones, (2%) and less than 1% of single family homes in the Urban Villages.

Chart 3, Page 3-8 of the Whatcom County Comprehensive Plan anticipates the City of Bellingham to accommodate 5,171 single-family homes from 2013-2036. Page 31 of the draft

BLR provides calculations which estimate the capacity for single-family homes in Bellingham to be 5,366 (including the homes built between 2013 and 2016). Based on these calculations, the City of Bellingham would appear to have a surplus capacity of approximately 3.7% of land available for single family homes. However, no data has been provided in the draft BLR to support the existence of a 3.7% surplus of land available for single family homes. Calculations provided on the current City data sharing site (FTP Outgoing Files) are not consistent with Exhibit 16. The posted worksheet data estimates approximately 2% less single-family home capacity than what is presented in Exhibit 16 of the BLR, resulting in a surplus of 1.7% (not 3.7%): (CAI_UGA_SLT_FINAL_2022_0610.xlsx "Whatcom County Review and Evaluation Program FINAL Suitability Land Tool"). Given the nature of the data and the margin of error in these calculations, whether it is 1.7% or 3.7%, we assert there is no meaningful surplus of single-family lands based on the estimates anticipated in the 2016 Comprehensive Plans.

The ratio of single-family home construction to multi-family home construction has not kept pace with the projections established in the Comprehensive Plans.

Chart 3, Page 3-8 of the Whatcom County Comprehensive Plan indicates that the total number of housing units to be achieved in Bellingham between 2013 and 2036 is 14,678. 5,171 (35%) to be single-family homes and 9,507 (65%) to be multi-family units. According to page 30 of the BLR between 2016 and 2021 only 24.9% of new homes constructed were single family. Adding years 2013 to 2016 increases this ratio to 27%, but still falls short of the 35% objective. Again, the existing draft BLR does not include sufficient introspection on this problem to begin addressing it.

3. UNREALISTIC DENSITIES IN CERTAIN AREAS

Certain areas within the City and its UGA have been assigned development densities which are not realistic.

For example, properties within the Whatcom Falls Neighborhood and the associated UGA to the south at the base of Lookout Mountain are not reasonably expected to be developed by the year 2036. Based on the GIS data provided by the City, we estimate approximately 250 units are assigned to this area. We understand there may be some owner interest in development, however critical areas, the existence of power lines and gas pipelines, lack of primary and secondary access and road connections, as well as the lack of public utilities render this area highly unlikely to achieve home construction within the next 14 years. We acknowledge that the City has assigned a 10% deduction in density to this area, however it is unlikely that any density will be achieved within the planning period. See attached Exhibit A.

We have similar concerns about the density assigned to blocks of properties located within the Samish Neighborhood between Padden Creek and Interstate 5 (approximately 210 units assigned) as well as the area along the west side of Samish Hill lying east of 40th street, (approximately 55 units assigned). See attached Exhibits B and C.

Significant commitments of finances and time would be required to obtain approvals, permits and to construct regional infrastructure, road access and utilities suitable for urban densities into these areas. Given the necessary investments to achieve the urban services and access it would be expected that a much higher density yield would be sought to make such a project financially viable let alone attractive, compared to those densities depicted in the GIS data. Higher densities will raise even more challenges in areas blanketed with critical areas, such as these. It is simply not reasonable to expect that these events will occur in the next 14 years.

We believe zero density should be assigned to the above identified areas for the purpose of the draft BLR report. This would reduce the single family capacity by approximately 515 units. Additionally, there are other lands within the City which would benefit from a higher level of scrutiny to confirm the realistic development capacity.

4. HOUSING UNDERPRODUCTION

Page 22 of the draft BLR, exhibit 9 shows that overall Housing production in Bellingham has not kept up with demand as projected in the 2016 Comprehensive Plan. In order to catch up with needed housing Bellingham needs to increase housing production by approximately 10% year over year through the end of the planning horizon (2036). The draft BLR does not clearly acknowledge this as a problem or clearly present strategies to address the underproduction of homes.

Given that the City does not have a margin of surplus land available for single-family homes, we believe that the City's capacity for single-family lands falls short of the expectations established in the both the City and County Comprehensive plans.

5. REASONABLE MEASURES

The lack of availability and the continued underproduction of housing in the City of Bellingham has forced those looking for affordable home ownership to live in smaller cities and rural areas of Whatcom County. The negative effects to the unincorporated area and small cities associated with the lack of housing choices in Bellingham are sprawl, lack of capital facility planning, budget shortfalls, social and economic stratification, lack of equity, school overcrowding, property tax increases, traffic issues and environmental pressures, among others. We agree that the City has made progress, implementing programs to solve housing issues. Yet, there is still much work to do.

Shortly following the circulation of the Review and Evaluation Program's Buildable Lands Report the Bellingham Chamber of Commerce hosted the "State of the City" event on July 19, 2022. At this speaker series, Mayor Seth Fleetwood announced he had tasked Planning & Community Development Director, Blake Lyon, with creating a "Radical Affordability Plan" to address the issue of missing-middle housing in Bellingham.

Yet, on page 32 of the Buildable Lands Report, the Analysis of Comprehensive Plan Objectives and Reasonable Measures for Bellingham states:

"Over the past five years Bellingham has worked hard to implement the goals adopted in the 2016 Comprehensive Plan. As described below in the Regulatory Changes section, new development rules for land division, multifamily housing, and infill toolkit (middle) housing have expanded capacity significantly. And as documented in this report Bellingham is meeting or exceeding the development assumptions in the county-wide planning policies and the comprehensive plan. To that end, and as stated in section 5.2 of the Whatcom County Review and Evaluation Program Methodology, ***no reasonable measures are required.***"

The Washington State Department of Commerce 2018 Buildable Lands Guidelines, page 43 states reasonable measures as actions to reduce the differences between planned and realized growth may be necessary when *actual development patterns are inconsistent with*

growth and development assumptions in the county-wide planning policies and comprehensive plan which is what we are seeing in the City of Bellingham.

If Mayor Fleetwood and Director Lyon agree there is justification for a plan to address missing-middle housing and increase affordability, is it fair to say “*no reasonable measures are required*” to address Bellingham’s housing issues? The current draft BLR seems to conclude that planning for housing in Bellingham is going just fine, when we all know it is not. A sense of urgency is required. Respectfully, we believe reexamination and revision of the draft BLR, consistent with the comments made here, is a good place to start.

Thank you for your consideration in reviewing our comments, please let us know if you have questions or need additional information.

Best Regards,

A handwritten signature in blue ink that reads "Darcy Jones". The signature is fluid and cursive, with the first name "Darcy" being more prominent than the last name "Jones".

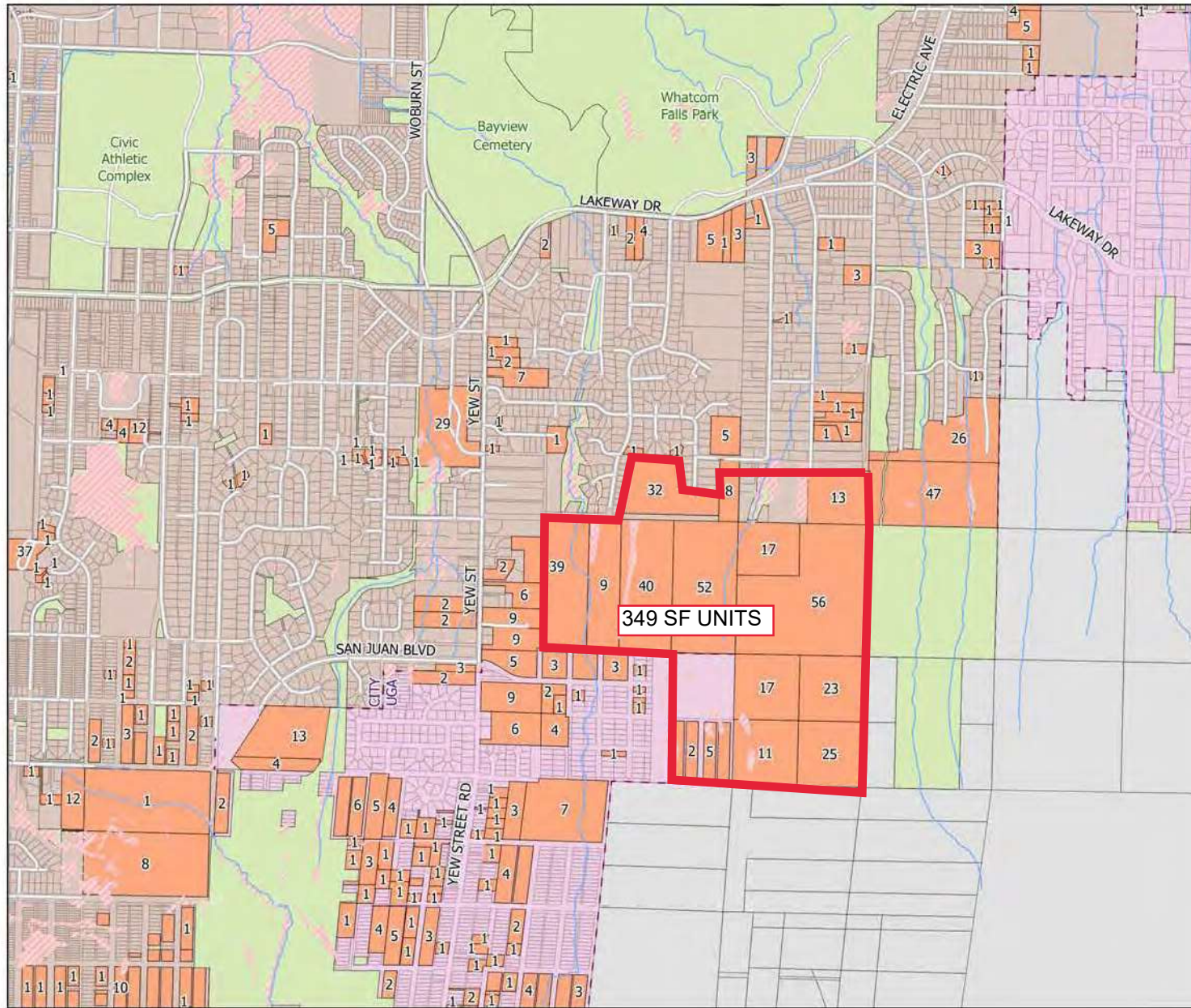
Darcy Jones, AICP, LEED-ND, PLS
Jones Engineers, Inc.

CC:

Whatcom County Council
Bellingham City Council
City of Bellingham Planning Commission
Seth Fleetwood, Mayor City of Bellingham
Satpal Sidhu, Whatcom County Executive
Blake Lyon, City of Bellingham Planning Director
Mark Personious, Whatcom County Planning Director
Steve Roberge, Whatcom County Assistant Planning Director
Chris Behee, City of Bellingham Senior Planner
Matt Aamot, Whatcom County Senior Planner
Whatcom County Business and Commerce Committee

EXHIBIT A

WHATCOM FALLS



Single-Family Residential Development Potential Bellingham - South of Lakeway Drive

- Stream/ Channel
- BLR Defined Critical Area
- Park
- Future Single-Family Unit
- Boundary
 - City
 - Urban Growth Area
 - Rural

Numbers shown on parcel indicate the number of potential single-family units per parcel according to the 2022 Whatcom County Buildable Lands Report.



0 1,000 2,000 feet

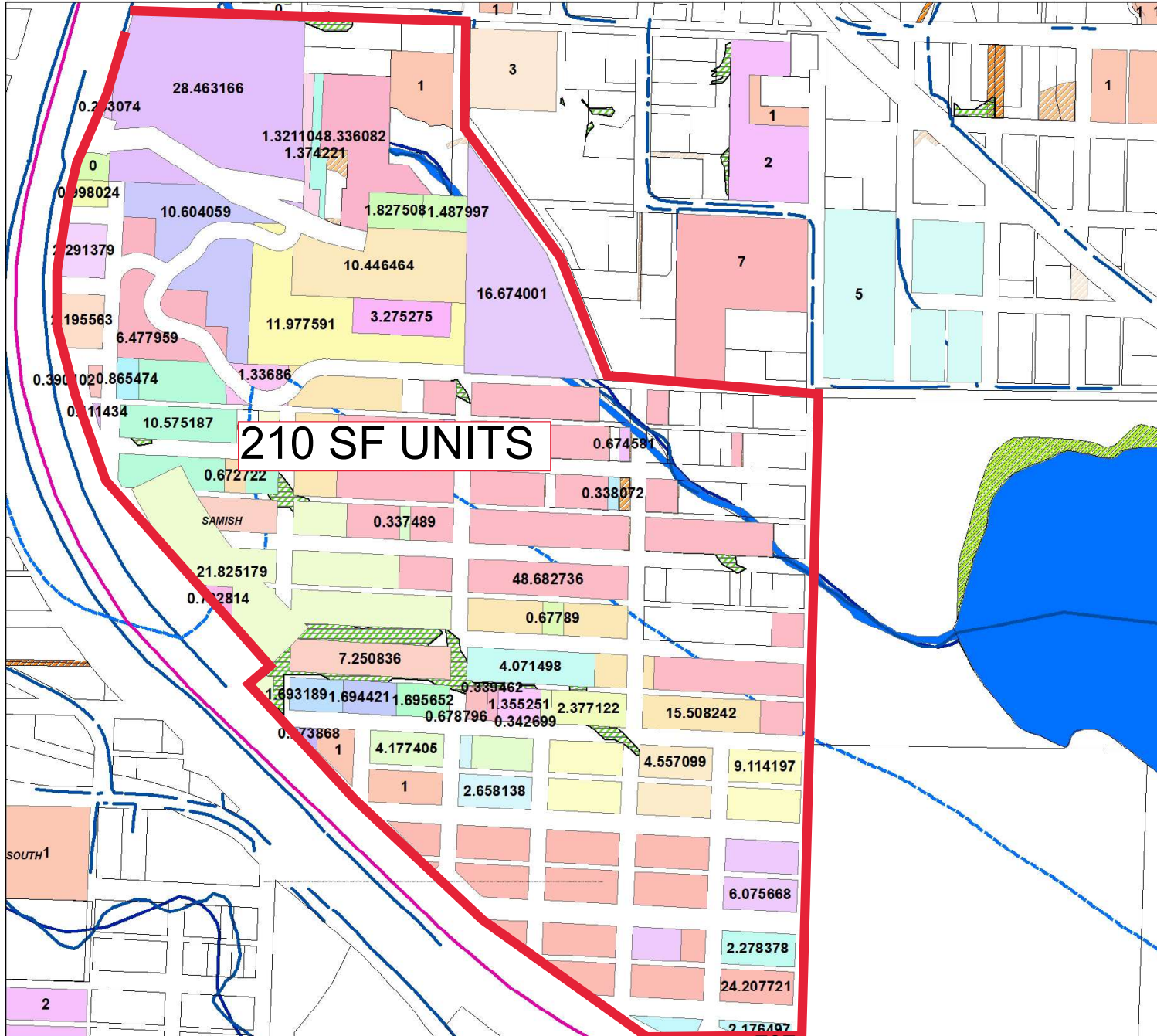
Map authored by J. Fast | 10.07.2022
Data sourced from the Whatcom County Buildable Lands Report and City of Bellingham | 10.07.2022

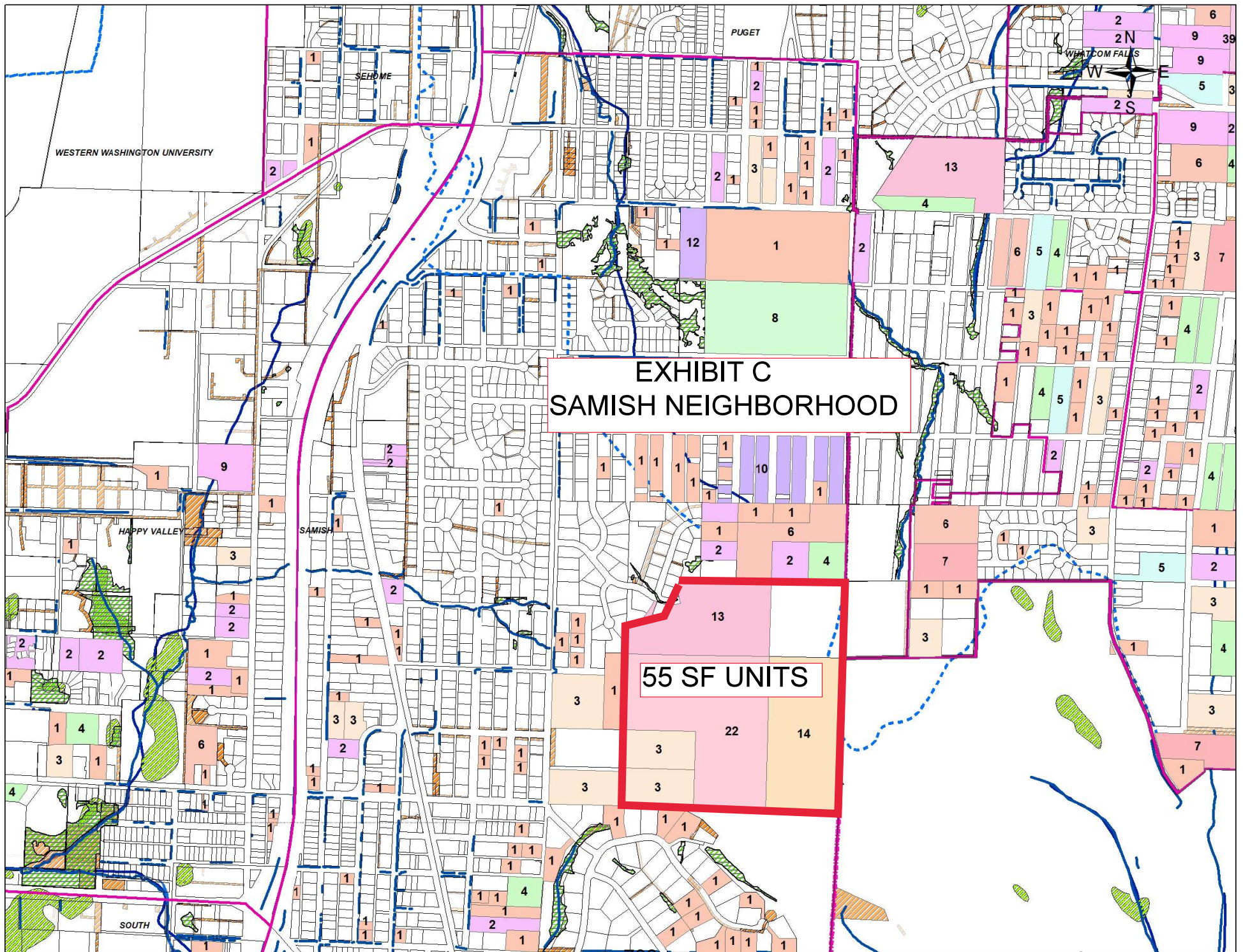
WEST OF LK. PADDEN
FUTURE SINGLE FAMILY
Residential Development Potential



EXHIBIT B

SAMISH





From: [Tim Trohimovich](#)
To: [PDS Planning Commission](#)
Subject: Comments for Planning Commission Oct 13 Public Hearings on Buildable Lands Report and Public Participation Plan
Date: Thursday, October 13, 2022 11:29:11 AM
Attachments: [image003.png](#)
[Futurewise Comments BLR and PPP Whatcom PC Oct 13 2022.pdf](#)

Dear Ms. Axlund:

Enclosed please find Futurewise's comments for the October 13, 2022, public hearings on the Buildable Lands Report: 2022 Whatcom County Review and Evaluation Program (issued July 7, 2022) and the proposed Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulation Amendments.

Please contact me if you require any additional information.

Tim Trohimovich, AICP (he/him)
Director of Planning & Law



816 Second Avenue, Suite 200
Seattle, WA 98104-1530
206 343-0681 Ex 102
tim@futurewise.org
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816 Second Ave, Suite 200, Seattle, WA 98104
p. (206) 343-0681
futurewise.org

October 13, 2022

Kelvin Barton, Chair
Whatcom County Planning Commission
ATTN: Tammy Axlund
5280 Northwest Drive
Bellingham, Washington 98226

Dear Chair Barton and Planning Commissioners:

Subject: Comments for the public hearings on the Buildable Lands Report: 2022
Whatcom County Review and Evaluation Program (issued July 7, 2022) and the
proposed Public Participation Plan for Whatcom County Comprehensive Plan
and Development Regulation Amendments.

Sent via email to: PDS_Planning_Commission@co.whatcom.wa.us

Thank you for the opportunity to comment on the Buildable Lands Report and the proposed Public Participation Plan for the Whatcom County Comprehensive Plan and Development Regulation Amendments. We recommend that the Planning Commission recommend approval of both documents. We do have a suggestion for the Public Participation Program. Our recommendations are discussed below.

Futurewise works throughout Washington State to support land-use policies that encourage healthy, equitable, and opportunity-rich communities, and that protect our most valuable farmlands, forests, and water resources. Futurewise has members across Washington State including Whatcom County.

Futurewise suggests the Planning Commission should recommend approval of the Buildable Lands Report: 2022 Whatcom County Review and Evaluation Program (issued July 7, 2022).

Futurewise has reviewed the Buildable Lands Report and has concluded that it accurately analyzes recent growth trends and the availability of developable land in Whatcom County. Futurewise appreciates that the county staff invited comments from interested members of the public including Futurewise and we

appreciate that the staff considered our comments. We recommend that the Planning Commission recommend approval of the Buildable Lands Report.

Comments on the Public Participation Plan for the Whatcom County Comprehensive Plan and Development Regulation Amendments.

Futurewise also supports the proposed Public Participation Plan. We recommend that the sections 4.2.1. Approach on page 4-2, 4.3.1. Approach on page 4-4, and 4.4.1. Approach on page 4-5 provide that the various county bodies will accept the transfer of documents supporting public comments and intended for the record by Dropbox, Box, and similar file transfer protocols that do not require a payment for the county to transfer the documents. The electronic transfer of record documents is quick and economical for the county and the public and allows the county to maintain the documents in an electronic format making them easier to store, distribute, and work with.

Thank you for considering our comments. If you require additional information, please contact Tim Trohimovich at telephone (206) 343-0681 Ext. 102 or email: tim@futurewise.org.

Very Truly Yours,



Tim Trohimovich, AICP
Director of Planning & Law



Date: October 13, 2022
Whatcom County Planning Commission
Subject: Draft Buildable Lands Report – July 7, 2022
Whatcom County Review and Evaluation Program

Honorable Commissioners,

The Building Industry Association of Whatcom County is a Professional Trade Association Comprised of almost 400 member companies representing 7000 employees who are committed to the construction of Single-Family homes and the affordability of said homes. Recently one of our members, Jones Engineering, submitted written testimony regarding the Buildable Lands Report 2022. We stand behind all their comments and would like to reiterate the following.

1. The BLR should include a more comprehensive assessment of the growth and development assumptions, targets and objectives contained in the countywide planning policies and county and city comprehensive plans.
2. The availability of lands for single-family homes in Bellingham is extremely constrained. The City is relying too heavily on small lot and attached housing products to meet the expectations for single-family homes established in the City and County Comprehensive Plans.
3. Certain geographic areas within Bellingham have been assigned unrealistic densities to be achieved by the end of the planning horizon (2036). The result is unrealistic expectation of available land capacity, especially for single family homes.
4. Housing production in Bellingham has not kept up with demand.
5. Lack of proposed "Reasonable Measures" to address housing issues.
6. The City of Bellingham is not realizing Affordable housing with its Infill Tool Kit. Many of the homes that are being built with this program are very high end and do little to address the "Missing Middle".
7. Lack of adequate capital facilities (arterial streets, "trunk" sanitary sewer and water lines, major storm water systems etc.) in under or un-developed urban areas.
8. Excessive development rules, e.g., wetlands and streams and habitat. See the partly subjective Department of Ecology wetland rating forms and arbitrary buffer tables.
9. High permit costs and fees, and often slow, subjective review processes.
10. Under- zoned" areas in UGAs, with extra-large lot requirements: eg the Birchwood, South neighborhoods in Bellingham;

Also, In the Comprehensive Plan, the Bellingham Urban Growth Area has a growth allocation of 19,688 new jobs between 2016 and 2036, implying an increase of about 1,000 jobs per year. The achievement of this goal assumes that industrial and commercial land capacity is the primary driver of employment, and that if we have enough land, we will achieve our employment goals. However, between 2016 and 2021, Bellingham only created 3,108 new jobs, or 621 per year. To make up this deficit over the next 15 years, we need to produce 1,105 jobs per year,

or 150% of what we created in the first 5-year period. The report states that no reasonable measures are needed to accomplish this goal of accelerated job production. In addition, the report does not consider a primary barrier to employment - the cost of housing.

In Bellingham, housing costs have doubled since 2016, see chart A. Many employers report losing well qualified applicants because they can't find affordable homes in Bellingham. This results in the leveling off of employment, see Chart B, even though there are jobs available in the community.

Please consider taking reasonable measures to produce more homes that are affordable to employees across the income spectrum. This, more than measuring commercial square footage, will increase employment in our community.

Chart A from <https://data.bls.gov/pdq/SurveyOutputServlet> using BLS data for Bellingham Metropolitan Area.

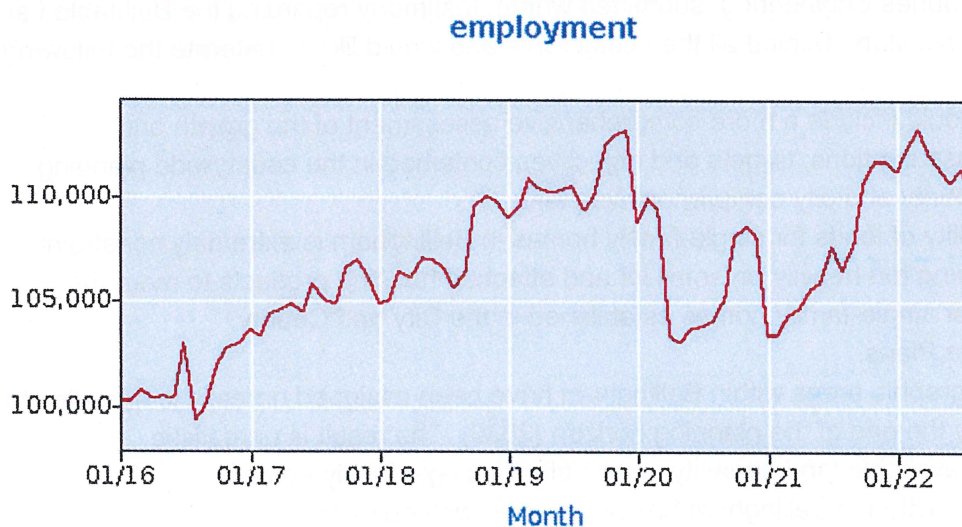
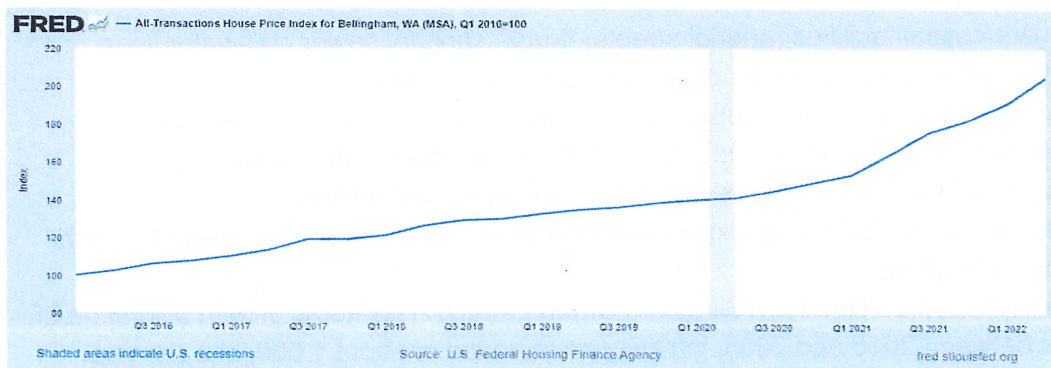


Chart B, Indexed to 2016 = 100. from <https://fred.stlouisfed.org/series/ATNHPIUS13380Q>



Respectfully

Robert Lee: BIAWC



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-642

File ID:	AB2022-642	Version:	1	Status:	Agenda Ready
File Created:	11/02/2022	Entered by:	maamot@whatcomcounty.us		
Department:	Planning and Development Services Department	File Type:	Agreement Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal Agreement with the City of Ferndale concerning planning, annexation and development within the Ferndale Urban Growth Area

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into an Interlocal Agreement with the City of Ferndale concerning planning, annexation and development within the Ferndale Urban Growth Area. The new interlocal agreement would replace an existing agreement that expires in December 2022.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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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

November 8, 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 with Ferndale Relating to Urban Growth Area

Whatcom County Comprehensive Plan Goal 2R and related policies indicate that the County should have interlocal agreements with the Cities relating to planning, annexation, and development in urban growth areas (UGAs). The County had interlocal agreements with each City that were originally approved between 1997 and 2001. When these original interlocal agreements expired, new agreements were approved in 2012. However, the 2012 agreements have 10-year durations and expire in 2022. Therefore, the County and the Cities have worked together to develop new interlocal agreements.

The Cities and County developed a general interlocal agreement template as a starting point for further negotiation of individual City/County interlocal agreements. Differences between the existing 2012 interlocal agreements and the 2022 interlocal agreement template include:

- The 2022 template references the Review and Evaluation Program (Buildable Lands) in Section 2.A. Whatcom County was not subject to the Buildable Lands provisions of the Growth Management Act when the 2012 interlocal agreements were approved.
- The 2022 template indicates that the City agrees to reimburse the County for the depreciated value of capital road and stormwater construction projects completed during the fifteen-year period prior to annexation (Section 6.C). The 2012 agreements had a ten-year reimbursement period. County Public Works recommended a fifteen-year reimbursement period, as road and stormwater project have long useful lifespans.
- The 2022 interlocal agreement sales tax revenue sharing provisions contain the same amounts that the Cities would share with the County upon annexation as the 2012 agreements (Section 10). However, based upon past experience, four steps have been added to the 2022 interlocal agreement that set forth the responsibilities of the City and the County

Treasurer's Office to ensure that revenue sharing occurs as anticipated in the agreement.

- The 2022 template modifies the "Resource Lands and Rural Areas" provisions (Section 11), including replacing provisions relating to transfer of development rights with density credit language.

Since development of the interlocal agreement template, the Cities and the County have been working together to address issues that are unique to an individual City and/or issues raised by a City. The County approved interlocal agreements with 5 of the 7 cities this summer. Extensions to the existing Blaine and Ferndale Interlocal Agreements were approved to provide time for finalizing interlocal agreements with these two cities. The extensions expire December 31, 2022.

The County and the City of Ferndale now have a proposed Interlocal Agreement. The differences between this proposed Interlocal Agreement and the template are shown with underlines and strikethroughs in the attached Interlocal.

It should be noted that "whereas" statements are not terms of the agreement. The County's legal counsel, in an email of April 25, 2022, indicated that "whereas" statements operate as background. If there was a question regarding an ambiguity in the reading of the interlocal, the "whereas" statements could be consulted to help with interpretation.

The Ferndale City Council the Interlocal Agreement on November 7. The County Council's Committee of the Whole will initially review the proposed Interlocal Agreement on November 9. We are requesting the County Council hold a public hearing on December 6 and approve a motion authorizing the County Executive to sign the Agreement. Thank you for your consideration of this matter.

DRAFT
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF FERNDALE AND WHATCOM COUNTY
CONCERNING PLANNING, ANNEXATION AND DEVELOPMENT
WITHIN THE FERNDALE UGA

This agreement is made by and between the City of Ferndale (herein after referred to as the City) and Whatcom County (herein after referred to as the County), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, cooperative relationships between the City and County benefit both organizations as well as residents and stakeholders of incorporated and unincorporated neighborhoods; and

WHEREAS, the Growth Management Act (GMA) adopted goals to guide the process of developing comprehensive plans and directed counties to adopt urban growth areas; and

WHEREAS, the *Whatcom County County-wide Planning Policies* direct each jurisdiction to acknowledge these policies and implement them through Interlocal Agreements; and

WHEREAS, review of development within the City's urban growth area (UGA) should anticipate future annexation into the City; and

WHEREAS, the Whatcom County Comprehensive Plan has identified a UGA that includes land within unincorporated Whatcom County which the City may annex in the future; and

WHEREAS, annexations proposed by the City are pursued in accordance with RCW 35A.14 and intended to be consistent with RCW 36.93.180; and

WHEREAS, the City and County recognize the need for, and commit to establishing a process that reflects, a transparent, timely, and predictable annexation process which reflects the understanding that unincorporated Urban Growth Areas that are associated with municipalities are intended for future annexation into incorporated areas; and

WHEREAS, the City and County recognize that there is a need to facilitate the proper transition of public services and capital projects from the County to the City at the time of annexation; and

WHEREAS, the City and County recognize that mutual coordination of land use densities and designations is necessary to reduce urban sprawl, allow for urbanization at higher densities, facilitate annexation from UGAs, support urban infrastructure and protect rural areas and resource lands within the County; and

WHEREAS, consistent regulations and cooperative development review facilitate creation of a vibrant, attractive and economically healthy urban area with distinct neighborhoods; and

WHEREAS, Whatcom County Comprehensive Plan Goal 2R is to establish interlocal agreements between the County and cities in order to accomplish a variety of growth-related goals; and

WHEREAS, the City and the County recognize the City's responsibility to annex lands needed for urban residential, commercial and industrial use; and

WHEREAS, the City and County recognize that as the City tax base grows, the County will share in that growth through revenue sharing mechanisms; and

WHEREAS, the City and County recognize that annexation of developed land may will reduce County tax revenues used to support County services; and

WHEREAS, the City and County have established a formula in the previous interlocal agreement to mitigate the impact on the County of revenue losses and to equitably compensate the County for certain capital facility expenditures in annexed areas. This formula is included in this interlocal agreement; and

WHEREAS, the City and County recognize that annexations can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to address those impacts; and

WHEREAS, it is in the best interest of the citizens of both jurisdictions to coordinate plans and manage growth in the UGA prior to annexation; and

WHEREAS, the City and County desire to develop a general interlocal agreement that will apply to UGA planning and all annexations; and

WHEREAS, the City desires to preserve large tracts of land within the UGA and retain UGA Reserve to allow for efficient and effective urbanization;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and County agree as follows:

Section 1. Applicability and Amendments to this Agreement

A. The City and the County agree that the contents of this interlocal agreement shall apply to growth management planning, development within the City's UGA and UGA Reserve (when specifically referenced in the interlocal agreement), and annexations.

B. This interlocal agreement will be amended for individual annexations under the following circumstances:

- i. When the City is required by this agreement to reimburse the County for road or stormwater capital improvements pursuant to section 6 of this agreement. As part of the annexation review process, the County shall notify the City's Community Development Director and Public Works Director when a proposed annexation area includes a capital project that is eligible for reimbursement, and the amount of the reimbursement per the formula set out in Section 6C of this agreement. Reimbursement shall only be required for road or stormwater capital projects that are done in coordination with the City and built to either City design and development standards in existence at the time of construction or an alternative standard agreed to by the County Road Engineer and the City Engineer.
- ii. When agreements relating to maintenance or ownership of stormwater or drainage facilities, parks, open space or recreational facilities are needed pursuant to sections 7 or 8 of this agreement; or
- iii. When the City and County mutually agree to the amendment to address issues of concern.

C. Whenever possible, annexation-related amendments should be executed by the City and County prior to expiration of the County's 45-day annexation review period established pursuant to RCW 36.93.100. However, if the City and County cannot come to agreement concerning any annexation-related issues, ~~the County~~either party may request a Boundary Review Board hearing, and the City and County may continue to negotiate annexation amendment language.

D. Annexation-related amendments to this interlocal agreement should include the following:

- i. The annexation's name and boundary review board number;
- ii. A map and legal description of the annexation area, with the map clearly labeling the annexation boundary area with supporting road names and associated infrastructure features (e.g. bridges, stormwater facilities, utilities, etc.);
- iii. The annexation method, resolution number and date of City acceptance of a petition or determination to pursue elections for the annexation area;
- iv. Compensation or reimbursement formulas for major capital improvements;
- v. Capital facilities and parks, open space, and recreational facility maintenance and ownership agreements;
- vi. Agreements regarding impact mitigation, including but not limited to traffic mitigation;
- vii. Agreements regarding balance between residential and commercial/industrial land;
- viii. Identification of the existing and intended service providers for the area (water, sewer, fire/EMS), including any interlocal agreements or contracts between the City and Special Purpose Districts; and
- ix. Signatures by the City's Mayor and County Executive and effective date of the annexation-related amendment.

E. The City and County recognize that other amendments to this interlocal agreement may be necessary to clarify the requirements of particular sections or update the agreement. These amendments may be pursued as necessary by both parties.

Section 2. Growth Management Planning

A. Inter-jurisdictional Coordination.

The County and the City will coordinate the Review and Evaluation Program (Buildable Lands) review as required by RCW 36.70A.215 and the Countywide Planning Policies.

The County and the City will coordinate the comprehensive plan and UGA reviews required by RCW 36.70A.130(1) and (3) through the following:

- i. Approving, by resolution of the respective legislative bodies, a schedule for joint County and City review of the UGA.
- ii. City and County planners will coordinate and review issues associated with growth management planning.
- iii. If deemed necessary by the County Executive, convening a group of elected officials from the County and cities to discuss and review issues associated with growth management planning.

B. Periodic Review. During the periodic review of comprehensive plans undertaken pursuant to RCW 36.70A.130 (1), the County and City will coordinate and share proposals for comprehensive plan amendments relating to the UGA and/or adjacent areas.

C. Urban Growth Area. Whatcom County will review the UGA in accordance with the schedule in RCW 36.70A.130 to ensure that the UGA can accommodate the urban growth projected to occur in the 20-year planning period established by the Whatcom County Comprehensive Plan. The County will coordinate with the City through the UGA review process to ensure the UGA provides land area and densities sufficient to accommodate urban growth projections, including a reasonable market factor, in accordance with the GMA. The City will submit recommendations to the County in accordance with the schedule for joint County and City review of the UGA. In conjunction with the UGA review, the City and County agree to jointly review the densities permitted, achieved and assumed within the City and UGA, and the extent to which the urban growth has occurred within the City and unincorporated portions of the UGA.

D. Land Capacity for the Periodic Review.

- i. The City and County agree to review and jointly approve, in conjunction with the other cities, the Whatcom County Land Capacity Analysis Detailed Methodology.
- ii. The City and County agree to review land capacity and needs for the UGA in conjunction with the next UGA review.
- iii. In general, for property within the City limits, the comprehensive plan designations, planned densities adopted in the City's GMA-compliant comprehensive plan, city zoning classifications and/or achieved densities will be utilized in the land capacity

analysis unless mutually agreed by the parties or the County identifies clear and compelling rationale for deviating from these designations and densities.

- iv. For property within the UGA but outside the City limits, assumed densities will be determined through a collaborative process between the County and City, consistent with the Whatcom County Land Capacity Analysis Detailed Methodology, as now exists or hereafter may be amended.

E. Population and Employment. The County and City will work together to develop proposed population and employment projections and allocations that are within the range of the Washington State Office of Financial Management projections. The proposed projections and allocations should be developed in conjunction with the other cities. The proposed projections and allocations will be forwarded to the respective legislative bodies for consideration.

F. City Comprehensive Plan. The City will adopt comprehensive plan designations for annexation areas consistent with the GMA. This will occur when land is added to the UGA or converted from the UGA Reserve to the UGA.

G. Accommodation of Growth. The City and County agree, through a collaborative process, to accommodate and plan for population and employment growth allocated to the UGA in the Whatcom County Comprehensive Plan.

H. Residential Zoning Districts. The City and County recognize that urban densities must be achieved in order to meet the goals of the GMA. The City will consider adopting minimum urban densities in residential zoning districts. The City will retain the final authority to determine whether or not to adopt such minimum densities. The County will consider periodically assessing how the County Comprehensive Plan and Development Regulations preserve land for efficient urbanization when public water and sewer become available.

I. Capital Facility and Urban Service Planning. At a minimum, the City will utilize Whatcom County Comprehensive Plan population and employment projections, for the planning horizon year in the County Plan, when developing or updating capital facility and/or urban service plans. The City, at its discretion, may plan for growth above that contained in the Whatcom County Comprehensive Plan, provided that such growth is contained within the designated UGA, UGA Reserve or future study areas. City capital facility and/or urban service plans may also project and plan for growth beyond the 20-year planning period established in the Whatcom County Comprehensive Plan, but such additional growth projections do not obligate Whatcom County to modify its projections or Comprehensive Plan.

J. Water and Sewer. The City will develop and maintain capital facility plans, in compliance with the requirements of the GMA, to provide urban levels of water and sewer service within the UGA. The City agrees to consider the Coordinated Water System Plan when the City's System Plan is updated and the County agrees to consider the City's Water System Plan when the Coordinated Water System Plan is updated.

K. Stormwater Plans. The City will review, and if necessary, adopt a new or updated stormwater plan for the UGA. The County will consider adoption of City Stormwater Plans by reference, if the following conditions are met:

- i) The Ferndale Mayor submits a request to the County Planning Director specifically identifying the stormwater plan(s) the City is asking the County to consider adopting by reference for development in the UGA;
- ii) The City provides a comparison of City and County stormwater plans showing the difference between the plans and an analysis of what would be gained by implementing City plans in the UGA; and
- iii) The City explains how the stormwater plans would be applied to residential development in the UGA that is not served by public water and sewer and, therefore, would have a maximum density of one dwelling per 10 acres under County zoning; and
- iv) The City agrees to assist the County in administering the City's stormwater plans, if adopted by reference for the UGA.

L. Transportation Plan. The City will review and, if necessary, adopt a new or updated transportation plan or element for the UGA. The County will consider adoption of City Transportation Plans by reference, if the following conditions are met:

- i) The Ferndale Mayor submits a request to the County Planning Director specifically identifying the transportation plan(s) the City is asking the County to consider adopting by reference for development in the UGA;
- ii) The City provides a comparison of City and County transportation plans showing the difference between the plans and an analysis of what would be gained by implementing City plans in the UGA; and
- iii) The City explains how the transportation plans would be applied to development in the UGA, including but not limited to residential development that is not served by public water and sewer and, therefore, would have a

- [maximum density of one dwelling per 10 acres under County zoning; and](#)
iv) [The City agrees to assist the County in administering the City's transportation plans, if adopted by reference for the UGA.](#)

M. County-Wide Planning Policies. When the County-wide Planning Policies are updated, the City and County agree to work together to develop a set of policies that are acceptable to, and adopted by, both jurisdictions.

Section 3. Annexations

A. Role of Boundary Review Board. The Boundary Review Board was established prior to adoption of the Growth Management Act, prior to the establishment of UGA boundaries, and prior to the adoption of a City/County interlocal agreement that addresses issues associated with the potential impacts of annexations and includes a process for resolving disputes. As a result, the City and County agree to jointly review with the other jurisdictions and service providers the potential for modifying the role of BRB in the annexation process.

B. Annexation Planning. Annexations may only take place for land within the UGA designated in the Whatcom County Comprehensive Plan. Annexations shall be based on policies adopted in the City's Comprehensive Plan, be consistent with adopted County-wide Planning Policies and Whatcom County Comprehensive Plan Goal 2P, and Policies 2P-1, and 2P-2. Annexations shall include logical boundaries and be timed in a way which allows for transition of services between the City and County (and Special Purpose District, if applicable). Considerations in defining logical physical boundaries shall include one or more of the following:

- i) Size and shape of the area to be annexed;
- ii) Preservation of neighborhoods and communities;
- iii) Use of physical boundaries, including but not limited to, bodies of water, roads, and land contours;
- iv) Creation and preservation of logical service areas;
- v) Prevention of abnormally irregular boundaries;
- vi) Dissolution of inactive Special Purpose Districts;
- vii) Adjustment of impractical boundaries;
- viii) Annexation of unincorporated areas which are urban in character;
- ix) Consistency with the City's Annexation Blueprint, if adopted;
- x) The City's ability to provide the full range of urban services.

In order to facilitate communication and review of annexations, the City will notify [or ensure the applicant notifies](#) the County Director of Planning and Development Services and County Director of Public Works, or their designees, prior to the City Council's acceptance of a Notice

of Intent to Commence Annexation. The City will ~~also~~ notify the County Director of Planning and Development Services and County Director of Public Works, or their designees, within 10 days of approving or denying a resolution or ordinance to accept the petition for annexation. The County Public Works Department will notify the City if compensation for road construction or stormwater facilities will be sought under section 6 of this Interlocal Agreement.

C. Balanced Annexations. The City agrees to employ its annexation authority in a manner that strives to maintain a balance of commercial, industrial and residential properties inside the City and within successive annexation plans and proposals, as reflected in the City's Annexation Blueprint/Phasing Plan. This section is not intended to preclude the ability to annex property into the City, rather to ensure that if there is a deviation from the anticipated zoning within the Annexation Blueprint that it is necessary to maintain a balance of land within the City.

D. City Zoning. The City agrees to identify appropriate city zoning at the time it accepts the initial annexation proposal. Zoning should be applied consistent with the City's Annexation Blueprint/Phasing Plan. The City will adopt the zoning to be applied to the area at the same time the annexation ordinance is adopted. ~~Zoning changes adopted within annexation areas shall be considered in evaluating the balance of residential, commercial and industrial properties.~~

E. Appropriate Urban Densities. For residential zoning districts in annexation areas, the City agrees to adopt appropriate urban densities consistent with the State GMA, City Comprehensive Plan, and the overall density goals of the County Comprehensive Plan.

F. Administration of Special Assessments. When annexations occur which encompass less than the entirety of a local improvement district (LID), utility local improvement district (ULID), local utility district (LUD), road improvement district (RID) or local road improvement district (LRID), the assessments for those parcels within the annexation area will continue to be administered by the County Treasurer. If an annexation includes the entirety of an LID, ULID, LUD, RID or LRID future administration will be mutually agreed upon by the City and County.

G. Developer Reimbursement Agreements. The City will assume administrative duties for any developer reimbursement agreement, including but not limited to latecomer agreements, for the portion of the affected area that the City annexes. For developer reimbursement agreements involving property located partially or wholly within the City's UGA, the County will include a provision in the agreement stating that upon annexation, the administrative functions under the agreement for the annexed area will transfer to the City with no additional action needed by the parties, and further stating that said transfer of

administrative responsibilities will include the authority to collect any associated administrative fees as established in the agreement. Upon execution of any developer reimbursement agreement where the affected area is located wholly or partially within the City's UGA, the County will provide to the City a copy of the agreement.

H. Records Transfer. The County agrees to make every effort to transfer all relevant records for properties in an annexation area within 60 days of receiving written notice from the City of an approved annexation.

I. Annexation Blueprint. The City intends to adopt and periodically update an Annexation Blueprint, or annexation phasing plan, to guide future annexations. The City agrees to transmit a copy of the draft Annexation blueprint or phasing plan to the County for comment prior to City adoption of the plan.

Section 4. Processing Applications Prior to Annexation

A. Zoning. Whatcom County zoning will apply within the City's unincorporated UGA until annexation.

B. Rezones within the UGA. The County will not approve rezone requests for property within the UGA without consideration of City input, which should include an evaluation of consistency with the City Comprehensive Plan. The County agrees to notify the City of any rezone applications received within the UGA within 30 calendar days of receiving a complete application. The County agrees to meet with City staff to share information and discuss issues regarding any proposed rezone. The County agrees to provide notice of the time, date and location of the public hearing at least ten days prior to the public hearing.

C. County and City Dockets. The County will share the annual docket with the City prior to sending the Docket to the County Council. The City will share the annual docket with the County prior to sending the Docket to the City Council.

DC. Notice for Land Use Permits, Subdivisions, and Binding Site Plans. The County agrees to notify the City of the following land use permit, subdivision, and binding site plan applications:

- i. Applications proposing to use or using city water or sewer; and
- ii. Applications located within the City's UGA and UGA Reserve.

Such notice will be provided concurrent with the notice of application- The County shall notify the City of proposed preapplication meetings and allow City staff to attend.

ED. Subdivisions and PUDs. The County agrees to invite the City to participate and respond in Technical Review Committee meetings regarding such projects. If adopted by the County, City subdivision standards shall be applied when appropriate. The City agrees to review subdivision plans for consistency with City design standards and development regulations and to participate in the TRC review process.

FE. Commercial/Industrial Building Permits. The County should notify the City within fifteen days of receipt of an application for a building permit for a commercial or industrial structure within the UGA or that is using city water or sewer. The County shall not approve commercial or industrial development that currently uses or plans to use City water without City approval of a water verification form. The County shall not approve commercial or industrial development that currently uses or plans to use City sewer without City approval of a sewer verification letter.

GF. Development Standards. The City may make specific recommendations to the County to adopt city development standards within the Urban Growth Area. The County will retain the final authority to determine whether or not to adopt City development standards.

If the County adopts City development standards, the City agrees to review development in the UGA and make recommendations to the County relating to whether the development complies with City development standards.

Section 5. Permit Processing After Annexation.

The City and County agree as follows:

A. Building Permits. As the agent of the City, the County shall continue to process under County codes and building permit requirements to completion any building permits and associated permits for which it received a fully complete permit application and accompanying fee prior to the effective date of the annexation. Associated permits shall be defined as clearing, grading, mechanical, plumbing, fire sprinkler, and occupancy permits related to those projects being processed by the County. Completion shall mean final administrative approvals.

Except as provided below for permit extensions, in the case of building permits issued prior to the date of an annexation, the applications and permits shall be processed through final inspection and/or issuance of an occupancy permit by the County. The final inspection for building permits should be a joint City/County inspection with the City in attendance for information purposes only. The County will transmit the permit records to the city after final inspection.

B. Land Use Permits and Subdivision. As the agent of the City, the County shall continue to process to completion any land use permit and subdivision proposals, including those for short plats, administrative approval use permits, shoreline permits, long plats, binding site plans and conditional use permits, for which it received a fully complete permit application and accompanying fee prior to the effective date of an annexation. The County will transmit the permit records to the city after processing to completion. Completion shall mean final administrative or quasi-judicial approvals or, for subdivisions, recording relevant documents. Such permit applications will be transferred to the City for processing if mutually agreed by the City and County. In the case of action required by the legislative body, the City Council shall take final action relating to property that has been annexed.

C. Permit Extensions. Any request for extension of a permit issued by the County which is received after the annexation date shall be made to and administered by the County. Prior to extending a permit, the County will notify the City.

D. Enforcement of Conditions. To the extent authorized by law, the City agrees to enforce any conditions imposed by the County unless waived or modified by the City. ~~The City should notify the County and provide the County with the opportunity to comment prior to waiving or modifying any conditions imposed by the County.~~ The County will make its employees available to provide assistance in any enforcement action relating to conditions originally prepared by County personnel.

E. Development Securities or Financial Guarantees. For permits that are transferred to the City for processing after annexation, performance and maintenance securities, landscape securities, critical area or shoreline mitigation sureties, and other associated securities received by the County prior to annexation will be assigned to the City, if such securities allow assignment. As of the effective date of this interlocal agreement, the County will ensure that all such securities allow assignment to the City without further approval by any party, if allowed by the security provider.

For permits that the County continues to process after annexation, the County will continue to hold the associated securities.

In the event that the securities are not assigned to the City, the City and the property owner will be notified that the County will continue to hold the securities until:

- i. The jurisdiction processing the permit under section 5A or 5B above confirms that the securities may be released; or
- ii. The jurisdiction processing the permit under section 5A or 5B above determines that

the developer has not complied with the condition of approval, at which time the County agrees to exercise the security and transfer the funds to the City to fulfill the condition of approval; or

iii. The securities automatically expire.

F. Permit Status Review. At the request of the City or County, the jurisdictions will meet to discuss the status of permits in an annexation area remaining under review by the County and determine whether or not responsibility for continued processing should be transferred to the City. Any change in permit processing responsibility shall be provided by written agreement, acceptable to both parties.

Section 6. Roads and Stormwater Facilities

A. Maintenance and Ownership Responsibilities. Unless the County agrees to retain a specific road in County jurisdiction, the City will annex the entire right-of-way of County roads adjacent to an annexation boundary and will assume full maintenance responsibility for those roads upon the effective date of the annexation. It may also be desirable to include in an annexation adjacent road sections to avoid dead-end segments or portions of roads that meander in and out of jurisdictions. Such situations may be negotiated on a case by case basis.

B. Unexpended Mitigation Payments. Funds for road related mitigation payments or impact fees received by the County for projects within an annexation area which remain unexpended as of the effective date of the annexation will be transferred to the City, if allowed by law, within six months of the effective date of the annexation.

C. Compensation for Capital Construction Projects. The City agrees to reimburse the County for the depreciated value of capital road and stormwater construction projects that are either built to City standards in existence at the time of construction or an alternative standard agreed to by the County Road Engineer and the City Engineer and completed during the fifteen-year period prior to annexation as shown on Exhibit A, which will be updated at the time of annexation if necessary.

The City agrees to reimburse the County for depreciated County costs incurred by the County in implementing the projects listed in Exhibit A based on a 15 year, straight line depreciation.

The City may reserve the right to inspect roadways and infrastructure in order to determine compliance with approved engineered civil construction plans, prior to payment.

This reimbursement will be for the value of the County's share of funds spent for the construction of major public facilities, excluding grant funding, including but not limited to

new roads and sidewalks or those roads which have undergone a major reconstruction. It shall not include routine maintenance expenditures for such facilities. A project that consists of a hot mix asphalt (HMA) overlay only is not eligible for reimbursement. However, a project including changes in surface type from bituminous surface treatments (BST) to HMA, reconstruction, American with Disabilities Act (ADA) improvements/upgrades, drainage upgrades, and/or safety upgrades will be reimbursed in accordance with this Interlocal Agreement.

Actual reimbursement amounts and timing of payments shall be negotiated between the City and County Public Works Department prior to annexation. The agreement shall be included as part of an amendment to this interlocal agreement. Exhibit A lists the County capital road and stormwater construction projects that have been completed within 15 years prior to the effective date of this agreement. Exhibit A will be updated as necessary to incorporate any new projects. These projects are to be included within the reimbursement mentioned in this section. Reimbursement shall not include routine maintenance expenditures. A project listed on Exhibit A shall be automatically removed from the list at the end of the fifteenth budget year following final acceptance of the project.

The County also agrees to consult with the City in planning for new capital road and stormwater construction projects within the City's UGA. At the time of consulting with the City, both parties will discuss the need for shared responsibilities in implementing a project, including the potential for grant funding, bonding or loans. Any agreements related to shared responsibilities for road projects within the City's UGA shall be added as amendments to Exhibit A of this interlocal agreement.

Section 7. Water Resource Management

A. Stormwater Management. The City and the County, and where appropriate, special purpose districts, will coordinate development of and funding for stormwater management and drainage plans and standards. The City and the County will also work together to develop and implement the Comprehensive Flood Hazard Management Plan.

B. Watershed Planning. The County and the City recognize that watershed management planning is ongoing. The County and City may develop and adopt interlocal agreements for joint watershed management planning, groundwater protection, capital construction and other related services.

C. Maintenance and Ownership of Drainage Facilities. If an annexed area includes stormwater or drainage improvements or facilities the County currently owns or maintains, the City and County shall agree to the maintenance and ownership responsibilities prior to annexation. County stormwater facilities that have not been maintained shall be maintained prior to

acceptance by the City, unless otherwise agreed to by both parties. The responsibilities resulting from such discussions shall be included as part of an annexation-related amendment to this agreement, except for facilities located in right-of-way annexed by the City that will be maintained by the City.

Section 8. Parks, Open Space and Recreational Facilities

A. Open Space and Parks. Open space and parks will be identified through advanced, joint planning and review of development projects within the City UGA and should be based upon the City's adopted park and/or trail plan and City standards. The City should consider mapped floodplain areas when identifying open space within the urban growth area.

B. Maintenance and Ownership Responsibilities. If an annexed area includes park, open space or recreational facilities the County currently owns listed in Exhibit B, the City and County shall agree to the maintenance, operation and ownership responsibilities prior to annexation. The responsibilities resulting from such discussions shall be included as part of an annexation-related amendment to this agreement.

Section 9. Provision of Services

A. Police Services. Law enforcement services shall transfer from the Sheriff's Department to the City Police Department upon annexation.

B. Special Purpose Districts. Prior to each annexation, the County and/or the City may negotiate interlocal agreements with Special Purpose Districts providing services inside and outside urban growth areas to address issues such as financial concerns and level of service.

C. Fire and Emergency Medical Services.

Upon annexation, the City shall assume responsibility for delivery of fire and emergency medical services (basic life support or BLS) within the annexed area unless the city is within or contracts with the appropriate fire district.

D. Urban Services. In general, cities are the units of local government most appropriate to provide urban governmental services. It is not appropriate that urban governmental services be extended to or expanded outside the UGA, except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at non-urban densities permitted by existing County zoning and do not permit urban development.

E. Impact Fee Review. The City and County agree to discuss the potential for a comprehensive, county-wide system of impact fee collection.

F. School Impact Fees. The County should consider adopting school impact fees if the School District requests impact fees and meets the requirements of Whatcom County Code 20.75.

Section 10. Sales Tax Revenue Sharing

City and County agree to share in the sales tax revenues for annexations of “significant developed commercial and/or industrial land” (as defined below). In those cases, sales tax revenues will be computed and shared on the following basis:

To determine Base Value for the local sales tax revenue, Base Value for the 1st, 2nd and 3rd years equals total sales tax revenue from the 1% local sales tax collected in the 12 full calendar months following the effective date of the annexation and following the first and second anniversaries, respectively, so that the Base Value is established on the actual sales tax collected during the time between payments.

1 st year County receives of Base Value	.80
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2 nd year County receives of Base Value	.50
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3 rd year County receives of Base Value	.20
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The County shall receive .15 directly from the State. The City will reimburse the difference (.65 Base Value 1st year, .35 Base Value 2nd year, and .05 Base Value 3rd year) to the County.

The first payment from the City to the County shall be due and payable within ninety days of the first anniversary of the effective date of the annexation with subsequent payments due and payable within ninety days of the second and third anniversary dates of the effective date of the annexation. It is agreed that upon completion of payments as scheduled, each party will have been fairly, fully and adequately compensated for their respective annexation impacts under this section.

For the purposes of this interlocal agreement “significant developed commercial and/or industrial land” shall be those properties which together generated \$50,000 or more in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation. Said one year period shall include the 12 full calendar months preceding the effective date of the annexation. In these cases sales tax revenues will be computed and shared on the basis

described above.

The process for sales tax revenue sharing is set forth below:

Step 1 – Determine Whether Sales Tax Revenue Sharing is Required

- The City provides a specific list of businesses by State Department of Revenue (DOR) registered name (and Unified Business Identification or UBI number) within the annexation area. If the City does not have access to the DOR information, provide the common name and parcel number for each business.
- The County Treasurer's Office looks up the sales tax revenue to determine if sales tax revenue sharing is required under the Interlocal Agreement. Specifically, City revenue sharing is required if developed commercial and/or industrial land in the annexation area together generated \$50,000 or more in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation.
- If developed commercial and/or industrial land in the annexation area together generated less than \$50,000 in annual sales tax revenue from the 1% local sales tax over the one year period prior to annexation, revenue sharing is not required.

Step 2 – City Makes 1st Year Payment (if applicable)

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the first anniversary of the effective date of the annexation.

Step 3 – City Makes 2nd Year Payment (if applicable)

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the second anniversary of the effective date of the annexation.

Step 4 – City Makes 3rd Year Payment (if applicable)

- If revenue sharing is required under Step 1, the City calculates the amount of local sales tax to be shared with the County under the Interlocal Agreement and pays this amount to the County within ninety days of the third anniversary of the effective date of the annexation.

Section 11. Resource Lands and Rural Areas

In order to implement the Growth Management Act and Whatcom County Comprehensive Plan, the County and City are outlining the respective roles of the County and City in protecting designated resource lands (agriculture, forestry, or mineral resource lands) and rural areas:

A. Density Credits. If the City is required to undertake “reasonable measures” under the Review and Evaluation (Buildable Lands) Program pursuant to RCW 36.70A.215, the City will consider adopting a density credit program in conjunction with the County. The density credit program may consist of granting density bonuses or other development incentives inside City limits if the developer contributes to the Whatcom County Conservation Easement Program fund.

B. Compatibility. The City will assure that the use of lands adjacent to designated resource lands will not interfere with the continued use, in the accustomed manner and in accordance with best management practices, of these designated lands for the production of food and other agricultural products, pursuant to RCW 36.70A.060(1)(a).

Section 12. Other Provisions

A. GIS Data Sharing. The City and the County will cooperate in data sharing.

B. Transfer of Land: The City and County will consult on the possibility of transfer of land from County to City ownership if included in an annexation.

C. Offsite Mitigation Improvements: The City and County should cooperate on establishing a program that would allow development activities within the City to transfer wetland mitigation to locations within the unincorporated County, in order to permit development sufficient to achieve urban densities within the City and accomplish the best ecological outcome, subject to the following:

- i. Whatcom County will not assume any new administrative responsibilities, such as approving and monitoring wetland mitigation, unless explicitly approved by the Whatcom County Council.
- ii. Prior to proposing a wetland mitigation program that includes areas designated as Agriculture on the Whatcom County Comprehensive Plan map, the City and the County will consider recommendations of the Agricultural Advisory Committee.

- iii. The County and City will consider any mutually agreeable changes to their respective development regulations addressing off-site wetland mitigation.
- iv. In some cases, such offsite mitigation may include the transfer or purchase of development rights.

D. UGA Expansions – The City and Whatcom County agree to consult with an adjacent city, if any, prior to expanding a UGA or UGA Reserve.

Section 13. Existing Agreements

The City and County mutually agree to identify and evaluate, as appropriate, existing mitigation agreements and interlocal agreements affecting an annexation area to which the City or County is a party.

Section 14. Relationship to Existing Laws and Studies

This agreement in no way modifies or supersedes existing State laws and statutes. In meeting the commitments encompassed in this agreement, all parties will comply with the requirements of the Open Public Meeting Act, State Environmental Policy Act, annexation statutes and other applicable State or local law. The ultimate authority for land use and development decisions is retained by the County and City within their respective jurisdictions. By executing this agreement, the County and City do not purport to abrogate the decision-making responsibility vested in them by law.

Section 15. Hold Harmless

The City shall protect, save harmless and indemnify at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this agreement. The County shall protect, save harmless and indemnify at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this agreement.

Section 16. Dispute Resolution

In the event of an impasse relating to any provision of this interlocal agreement, the jurisdictions involved may mutually agree to use mediation for a minimum of 90 days. After the 90 day period, the parties may, by mutual agreement, elect to utilize binding arbitration. In the event that the parties agree to use arbitration, a three member arbitration panel will be

selected by mutual agreement. If the parties cannot agree on membership of the panel, each party will select one member and those two members will select the third member. The decision of the arbitration panel on the issue will be final.

Section 17. Implementation

Whatcom County and the City will strive to engage in collaborative discussions in order to implement this interlocal agreement. When these discussions lead to proposed legislative action, such as amendments to a comprehensive plan, the County Council and City Council are not bound to take any specific future action.

Section 18. Effective Date, Duration and Termination

This agreement shall be effective on ~~July 1~~December 15, 2022 if signed by both the Mayor of the City and Whatcom County Executive. This agreement shall remain in effect until June 30, 2032, unless modified or terminated by written agreement of both parties.

Section 19. Severability

If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

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

WHATCOM COUNTY

By _____
Greg Hansen, Mayor

By _____
Satpal Sidhu, County Executive

Date _____

Date _____

Approved as to form:
Office of the City Attorney

Approved as to form:
Whatcom County Prosecutor

/s/ Karen Frakes

EXHIBIT A
COUNTY ROAD AND STORMWATER PROJECTS
REQUIRING POTENTIAL REIMBURSEMENT

No County road or stormwater projects, potentially requiring reimbursement under Section 6.C of this interlocal agreement, have been identified in the UGA.

EXHIBIT B
COUNTY OWNED PARK, OPEN SPACE AND RECREATIONAL FACILITIES
WITHIN THE UGA

There are no County owned facilities within the UGA at the time of this agreement.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-643

File ID:	AB2022-643	Version:	1	Status:	Agenda Ready
File Created:	11/02/2022	Entered by:	maamot@whatcomcounty.us		
Department:	Planning and Development Services Department	File Type:	Agreement Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for County Executive to enter into an Interlocal Agreement between Whatcom County and the seven cities concerning procedures for amending the Countywide Planning Policies

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for County Executive to enter into an 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:
<hr/>			

Attachments: Staff Memo, Proposed 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

November 8, 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.

The County Council's Committee of the Whole initially reviewed the proposed Interlocal Agreement on September 27. Six of seven city councils have already approved the interlocal (the seventh city council will consider approval on November 21). We are requesting the County Council hold a public hearing on December 6 and approve a motion authorizing the County Executive to sign the Agreement. Thank you for your consideration of this matter.

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

/s/ Karen Frakes



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-650

File ID:	AB2022-650	Version:	1	Status:	Agenda Ready
File Created:	11/03/2022	Entered by:	CBuzitis@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance Establishing Temporary one way traffic on Drayton Harbor Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed ordinance



Memorandum

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

Through: Jon Hutchings, Director *EH*

From: James P. Karcher, P.E., County Engineer *gpk*

Date: October 31, 2022

Re: **Ordinance – Establishing Temporary One-Way Traffic on Drayton Harbor Road until repair work is completed**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to temporarily establish a one-way traffic pattern, eastbound, on Drayton Harbor Road, from 320 feet westerly of the intersection of Shintaffer Road to the intersection of Shintaffer Road, due to the block slope failure of the westbound lane, until the road repairs are completed.

Background and Purpose

During the severe storms and king tides in November 2021 there was a block slope failure of the westbound (waterside) lane and slope of Drayton Harbor Road. The County Engineer has determined, that for the safety of the travelling public, the traffic pattern of Drayton Harbor Road should be modified, due to condition of the roadway, and a one-way roadway be established. RCW 46.61.135 allows the County Council to designate one-way roadways. Repairs are currently not expected to be completed until the summer of 2024. Upon completion of the repair work Drayton Harbor Road will be returned to two-way traffic.

Information

This ordinance will allow for the temporary installation of one-way signs and is necessary to comply with RCW 46.61.135 *One-way roadways and rotary traffic islands*.

Please contact Douglas Ranney II, Engineering Services Manager at extension 6255 if you have any questions regarding this ordinance.

ORDINANCE NO. _____

ESTABLISHING TEMPORARY ONE-WAY TRAFFIC ON DRAYTON HARBOR ROAD

WHEREAS, the Whatcom County Council is authorized under RCW 46.61.135 to designate one-way roadways; and

WHEREAS, Drayton Harbor Road was significantly damaged last winter due to erosion from severe storms; and

WHEREAS, the County Engineer has determined that for the safety of the public, the traffic pattern of Drayton Harbor Road should be modified due to condition of the roadway; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that until completion of repairs, Drayton Harbor Road will be a one-way roadway, eastbound, from 320 feet westerly of Shintaffer Rd to the intersection with Shintaffer Road, according to the provisions of RCW 46.61.135; and

BE IT FURTHER ORDAINED that when repairs to Drayton Harbor Road have been completed, this ordinance will expire and Drayton Harbor Road shall revert to two-way traffic;

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

Provisions of this ordinance are hereby added to Whatcom County Code Section 10.08.

ADOPTED this ____ day of _____, 2022.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

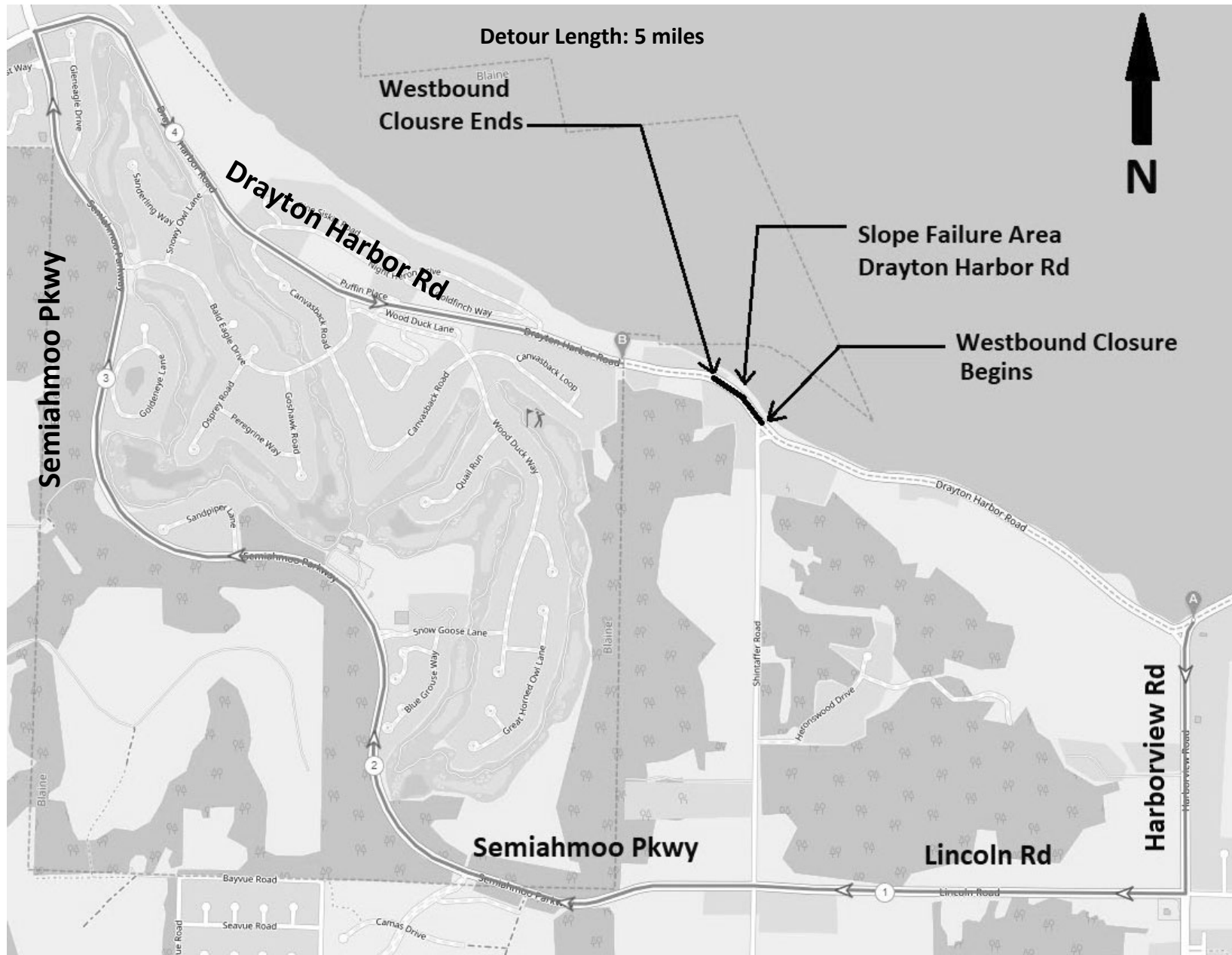
Electronically Approved by C. Quinn/JJA 10-31-2022
Christopher Quinn,
Sr. Deputy Prosecuting Attorney,
Civil Division

Satpal Singh Sidhu, County Executive

() Approved () Denied

Date Signed: _____

Detour Route – Westbound Drayton Harbor Rd





Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-651

File ID:	AB2022-651	Version:	1	Status:	Agenda Ready
File Created:	11/03/2022	Entered by:	CBuzitis@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance to install stop signs on Bay Road at the intersection with Kickerville Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed ordinance



Memorandum

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

Through: Jon Hutchings, Director *EaK*

From: James P. Karcher, P.E., County Engineer *gpk*

Date: October 31, 2022

Re: **Ordinance - Installation of Stop Signs on Bay Rd at the Intersection with Kickerville Rd**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to install stop signs for eastbound and westbound traffic on Bay Road at the intersection with Kickerville Road.

Background and Purpose

Following a Traffic Study, the County Engineer has determined that the Collision Warrant for installation of a Multi-Way Stop, as described in the Manual on Uniform Traffic Control Devices Section 2B.07, was met from the period of October 1st, 2021 through September 30th, 2022 and that these collisions would be susceptible to correction with the installation of a Multi-Way Stop. Therefore this will require stop control to be added to Bay Road, both eastbound and westbound at Kickerville Road.

Information

This ordinance will allow for the installation of stop signs and is necessary to comply with RCW 36.32.120 *Powers of legislative authorities* and 46.61.200 *Stop intersections other than arterials may be designated* to install traffic control signs.

Please contact Douglas Ranney II, Engineering Services Manager at extension 6255 if you have any questions regarding this ordinance.

ORDINANCE NO. _____

**INSTALLATION OF STOP SIGNS ON BAY ROAD AT THE INTERSECTION WITH
KICKERVILLE ROAD**

WHEREAS, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, the County Engineer has determined that the Collision Warrant for the installation of a Multi-Way Stop, as described in the Manual on Uniform Traffic Control Devices Section 2B.07, was met from the period of October 1st, 2021 through September 30th, 2022; and

WHEREAS, the County Engineer has determined that these collisions would be susceptible to correction with the installation of a Multi-Way Stop; and

WHEREAS, the County Engineer has agreed that it is necessary to formally establish the new stop signs; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that stop signs be established for:

- 1) Westbound traffic on Bay Road at the intersection with Kickerville Road in sections 32 and 33, Township 40 North, Range 1 East, W.M., and sections 4 and 5, Township 39 North, Range 1 East, W.M.
- 2) Eastbound traffic on Bay Road at the intersection with Kickerville Road in sections 32 and 33, Township 40 North, Range 1 East, W.M., and sections 4 and 5, Township 39 North, Range 1 East, W.M.

BE IT FURTHER ORDAINED, by the Whatcom County Council that the following be added to the Whatcom County Code Section 10.16.1710:

Road Name	Direction- Stopping	Cross Street
<u>Bay Road</u>	<u>Westbound</u>	<u>Kickerville Rd</u>
<u>Bay Road</u>	<u>Eastbound</u>	<u>Kickerville Rd</u>

1 **BE IT FURTHER ORDAINED**, that the County Engineer is hereby directed to install
2 the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be
3 notified by a copy of this ordinance.
4

5
6 **ADOPTED** this ____ day of _____, 2022.
7

8
9
10 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

11
12
13
14 _____
Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

15
16
17 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

18
19
20
21 Electronically Approved by C. Quinn/JJA 10-31-2022
22 Christopher Quinn,
23 Sr. Deputy Prosecuting Attorney,
24 Civil Division

Satpal Singh Sidhu, County Executive

() Approved () Denied

25
26 Date Signed: _____



Bay Rd Intersection Traffic Study – Kickerville Rd

10/11/2022

Vicinity Map



Bay Rd/Kickerville Rd Intersection Map



Background and Roadway Information

A request from Sgt. Kevin Moyes, Sheriff's Office Traffic Unit to revisit our past studies of this intersection, along with interest from the Whatcom County Council, County Executive and concerned citizens of Whatcom County are the basis for this study. This study will cover the intersection of Bay Rd (MP 2.24) and Kickerville Rd (MP 3.51).

Bay Road is classified as a Rural Major Collector from MP 1.26 (SR-548/Blaine Rd) to MP 5.00 (intersection with Vista Dr and Bruce Rd). The road is a major east-west connector that connects the City of Ferndale and Custer area to Birch Bay. The characteristics of Bay Rd within the study area are 11-foot BST (chipseal) lanes with 3-foot gravel shoulders.

Kickerville Rd is classified as a Rural Major Collector south of Bay Rd and a Rural Minor Collector north of Bay Rd. The road characteristics south of Bay Rd are 11-foot BST (chipseal) lanes with 5-foot gravel shoulders. The road characteristics north of Bay Rd are 10-foot BST (chipseal) lanes with 2 to 3-foot gravel shoulders.

Traffic Count Data

Traffic counts were conducted from June 17th to June 23rd, 2022 on all 4-legs of the intersection and are shown below. The counts consist of vehicle volumes, speeds, and percent of truck traffic.

Average Daily Volume (ADT):

768 ADT (North of intersection)
1040 ADT (South of intersection)
2927 ADT (West of intersection)
2790 ADT (East of intersection)

Speeds:

North of intersection	Average speed	41.0 MPH	85 th percentile 46.6 mph (Speed Limit 35 mph)
South of intersection	Average speed	42.9 MPH	85 th percentile 50.4 mph (Speed Limit 35 mph)
West of intersection	Average speed	47.0 MPH	85 th percentile 53.2 mph (Speed Limit 50 mph)
East of intersection	Average speed	50.4 MPH	85 th percentile 58.2 mph (Speed Limit 50 mph)

The 85th percentile speed is widely used by traffic engineers, along with other factors, to set speed limits. It quantifies the speed at which 85 percent of traffic is going at or below. The 85th percentile speeds on Bay Rd are high, but not surprising, given Bay Road is a major collector designed for a 50 MPH speed limits. The 85th percentile speeds on Kickerville Rd are more concerning, and could be a factor in failure to stop at stop collisions, as this road was not designed for these speeds which is reflected by its 35 MPH speed limit.

Truck Traffic:

North of intersection	12.3%
South of intersection	12.6%
West of intersection	8.0%
East of intersection	9.9%

Collision History

A review of collisions that have been received from the Washington State Patrol from August 2021 to September 2022 shows the following collisions:

1. 8/16/2021 3:56 PM EB61230 2 Vehicle collision, 1 minor injury. Northbound vehicle failed to stop at stop, collided with westbound vehicle in a "T-bone" collision.

2. 10/26/2021 7:43 PM EB82400 2 Vehicle collision, 1 possible injury. Southbound vehicle failed to stop at stop, collided with westbound vehicle in a "T-bone" collision.
3. 2/12/2022 1:35 PM EC20161 2 Vehicle collision, 1 possible injury. Northbound vehicle failed to yield after stopping and proceeded north through the intersection, collided with westbound vehicle in a "T-bone" collision.
4. 8/8/2022 2:20 PM EC72189 2 Vehicle, property damage only collision. Southbound vehicle failed to yield after stopping and proceeded south through the intersection, collided with westbound vehicle in a "T-bone" collision.
5. 8/22/22 12:07 PM EC76794 2 Vehicle collision, 2 minor injuries. Northbound vehicle failed to stop at stop, collided with westbound vehicle in a "T-bone" collision.
6. 9/21/22 5:46 AM EC86112 2 Vehicle collision, 1 minor injury and 1 possible injury. Southbound vehicle failed to stop at stop, collided with an eastbound vehicle in a "T-bone" collision.

Previous collision data from 2020 Traffic Study and 2021 update:

<i>Collision at Intersections 2015-2019</i>	
MP and Intersecting Road Name	MP 2.24 Kickerville Rd
Total Collisions	14
Injury Collisions	8
Property Damage Collisions	6
<i>Collision at Intersections 2020-2021</i>	
Total Collisions	6
Injury Collisions	4
Property Damage Collisions	2

Signs and Markings

Signs

Southbound Kickerville Rd:

W3-1A Stop Ahead Sign – 30"x30"

R1-1 Stop Sign – 30"x30" with W4-4P Cross Traffic Does Not Stop Warning Plaque 24"x18"

R2-1 Speed Limit Sign: 35 MPH – 24"x30"

Northbound Kickerville Rd:

W3-1A Stop Ahead Sign – 30"x30"

R1-1 Stop Sign – 30"x30" with W4-4P Cross Traffic Does Not Stop Warning Plaque 24"x18" and Street Name signs for Kickerville Rd 7300 Block and Bay Rd 4100 Block

R2-1 Speed Limit Sign: 35 MPH – 24"x30"

Westbound Bay Rd:

W2-1 Crossroad Warning Sign – 30"x30" with W16-8 Advance Street Name Plaque: Kickerville Rd – 36"x9"

R2-1 Speed Limit Sign: 50 MPH – 24"x30"

Eastbound Bay Rd:

W2-1 Crossroad Warning Sign – 30"x30" with W16-8 Advance Street Name Plaque: Kickerville Rd – 36"x9"

R2-1 Speed Limit Sign: 50 MPH – 24"x30"

Markings

No pass markings painted for a minimum of 500 feet on all legs of the intersection for entering traffic
Egeline extensions painted through the intersection to allow north and southbound traffic to pull as far up as possible for better sight distance (added in 2020)

Sight Distance

The table below summarizes the operational intersection sight distance measured 10 feet from the traveled way, from an eye height of 3.5 feet to an object height of 3.5 feet.

Sight Distance Bay Rd/Kickerville Rd Intersection			
Date	10/11/2022	Technician:	JJA
Operational Intersection Sight Distance Measured 10 ft from the traveled way			
Eye Height	3.5 ft	Object Height	3.5 ft
Direction of Travel (Kickerville Rd)/ Direction Looking	Speed Limit (Bay Rd)	Measured Distance	Intersection Sight Distance
SB/East	WB 50 MPH	1110 ft +	555 ft
SB/West	EB 50 MPH	910 ft	555 ft
NB/East	WB 50 MPH	1110 ft +	555 ft
NB/West	EB 50 MPH	975 ft	555 ft

Operationally, there is sufficient sight distance for the road users at this location.

Warrant Analysis for Multi-Way Stop at Bay Road and Kickerville Road

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Traffic control signal justified: NO

- B. Five or more reported crashed in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- A review of collisions from the Washington State Patrol found 5 collisions from Oct 26th, 2021 through Sept 21st, 2022 that would be susceptible to correction by a multi-way stop installation, additional collision on Aug 16th, 2021 included by engineering judgement and would also be susceptible to correction by a multi-way stop application
 - 5 of 6 collisions within 12 months
 - No collisions involved DUI
 - 4 collisions occurred during daylight hours, 2 at night
 - 5 collisions occurred during clear or overcast condition, 1 raining
 - 5 collisions occurred on dry pavement, 1 on wet
 - 6 of 6 collisions were right-angle collisions that would be susceptible to correction by a multi-way stop application

Collision warrant met: YES

- C. Minimum Volume:

- The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

Criterion met: NO

- The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

Criterion met: NO

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Criterion met: NO

Minimum Volume Warrant Met: NO

- D. Where no single criterion is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.
 - i. **Criteria B met by 80%: YES**
 - ii. **Criteria C.1 met by 80%: NO**
 - iii. **Criteria C.2 met by 80%: NO**

80 Percent Warrant Met: N/A

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts
No collisions involved left-turning vehicles from the major road (Bay Road)
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes
No conflicts between vehicles and pedestrians at this location
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop
Sight distance checks were performed on 10/11/2022 by Whatcom County Public Works Traffic Section Staff and exceeded existing intersection sight distance requirements at 10 feet from the traveled way.
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operation characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.
Not applicable: Bay Road is a Rural Major Collector and Kickerville Road is a Rural Major Collector from Rainbow Road to Bay Road and a Rural Minor Collector from Bay Road to Loomis Trail Road. Neither is a residential neighborhood collector.

Conclusion

The collision warrant for multi-way stop application was met at this location. Whatcom County Public Works will install an All-Way Stop, as an interim measure, until such time as **Project R40 – corridor Intersection Alternatives Analysis** is completed and the preferred alternative from that study is implemented. This study is scheduled for 2024 in the Whatcom County Six Year Transportation Improvement Program (2023-2028).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-652

File ID:	AB2022-652	Version:	1	Status:	Agenda Ready
File Created:	11/03/2022	Entered by:	CBuzitis@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance to install stop signs on Bay Road at the intersection with Valley View Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed ordinance



Memorandum

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

Through: Jon Hutchings, Director *EaK*

From: James P. Karcher, P.E., County Engineer *gpk*

Date: October 31, 2022

Re: **Ordinance - Installation of Stop Signs on Bay Rd at the Intersection with Valley View Rd**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to install stop signs for eastbound and westbound traffic on Bay Road at the intersection with Valley View Road.

Background and Purpose

Following an Engineering Study, the County Engineer has determined that at this location a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop. It has been determined that this is due to substandard intersection sight distance for northbound traffic on Valley View Road to make a left turn movement to westbound Bay Rd and for southbound traffic on Valley View Road to make both left turn and right turn movements to eastbound and westbound Bay Road, respectively, and will require stop control.

Information

This ordinance will allow for the installation of stop signs and is necessary to comply with RCW 36.32.120 *Powers of legislative authorities* and 46.61.200 *Stop intersections other than arterials may be designated* to install traffic control signs.

Please contact Douglas Ranney II, Engineering Services Manager at extension 6255 if you have any questions regarding this ordinance.

ORDINANCE NO. _____

**INSTALLATION OF STOP SIGNS ON BAY ROAD AT THE INTERSECTION WITH
VALLEY VIEW ROAD**

WHEREAS, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, the County Engineer has determined that a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

WHEREAS, the County Engineer has agreed that it is necessary to formally establish the new stop signs; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that stop signs be established for:

- 1) Westbound traffic on Bay Road at the intersection with Valley View Road in sections 34 and 35, Township 40 North, Range 1 East, W.M., and sections 2 and 3, Township 39 North, Range 1 East, W.M.
- 2) Eastbound traffic on Bay Road at the intersection with Valley View Road in sections 34 and 35, Township 40 North, Range 1 East, W.M., and sections 2 and 3, Township 39 North, Range 1 East, W.M.

BE IT FURTHER ORDAINED, by the Whatcom County Council that the following be added to the Whatcom County Code Section 10.16.1705:

Road Name	Direction- Stopping	Cross Street
<u>Bay Road</u>	<u>Westbound</u>	<u>Valley View Rd</u>
<u>Bay Road</u>	<u>Eastbound</u>	<u>Valley View Rd</u>

1 **BE IT FURTHER ORDAINED**, that the County Engineer is hereby directed to install
2 the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be
3 notified by a copy of this ordinance.
4

5
6 **ADOPTED** this ____ day of _____, 2022.
7

8
9
10 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

11
12
13 _____
14 Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

15
16
17 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

18
19
20
21 Electronically Approved by C. Quinn/JJA 10-31-2022
22 Christopher Quinn,
23 Sr. Deputy Prosecuting Attorney,
24 Civil Division

Satpal Singh Sidhu, County Executive

() Approved () Denied

25
26 Date Signed: _____



Bay Rd Intersection Traffic Study –Valley View Rd

10/11/2022

Vicinity Map



Bay Rd/Valley View Rd Intersection Map



Background and Roadway Information

Collision history, along with interest from concerned citizens of Whatcom County, are the basis for this study. This study will cover the intersection of Bay Rd (MP 4.25) and Valley View Rd (MP 1.01).

Bay Road is classified as a Rural Major Collector from MP 1.26 (SR-548/Blaine Rd) to MP 5.00 (intersection with Vista Dr and Bruce Rd). The road is a major east-west connector that connects the City of Ferndale, I-5 and Custer area to Birch Bay. The characteristics of Bay Rd within the study area are 11-foot BST (chipseal) lanes with 3-foot gravel shoulders.

Valley View Rd is classified as Rural Local Access, both south and north of Bay Rd. The road characteristics south of Bay Rd are 9-foot BST (chipseal) lanes with 4-foot gravel shoulders. The road characteristics north of Bay Rd are 9-foot BST (chipseal) lanes with 2-foot gravel shoulders.

Traffic Count Data

Traffic counts were conducted from June 17th to June 23rd, 2022 on all 4-legs of the intersection and are shown below. The counts consist of vehicle volumes, speeds, and percentage of truck traffic.

Average Daily Volume (ADT):

Bay Rd/Valley View Rd

261 ADT (North of intersection)

291 ADT (South of intersection)

2967 ADT (West of intersection)

3267 ADT (East of intersection)

Speeds:

Bay Rd/Valley View Rd

North of intersection	Average speed	39.7 MPH	85 th percentile 46.6 mph (Speed Limit 35 mph)
South of intersection	Average speed	42.2 MPH	85 th percentile 49.0 mph (Speed Limit 35 mph)
West of intersection	Average speed	51.3 MPH	85 th percentile 56.5 mph (Speed Limit 50 mph)
East of intersection	Average speed	50.3 MPH	85 th percentile 55.8 mph (Speed Limit 45 mph)

The 85th percentile speed is widely used by traffic engineers, along with other factors, to set speed limits. It quantifies the speed at which 85 percent of traffic is going at or below. The 85th percentile speeds on Bay Rd are high, but not surprising, given Bay Road is a major collector designed for a 50 MPH speed limits. The 85th percentile speeds on Valley View Rd are more concerning, and could be a factor in failure to stop at stop collisions, as this road was not designed for these speeds which is reflected by its 35 MPH speed limit.

Truck Traffic:

North of intersection	9.9%
South of intersection	8.7%
West of intersection	8.5%
East of intersection	8.9%

Collision History

A 5-year review of collisions that have been received from the Washington State Patrol from January 1, 2017 to September 30, 2022 shows the following collisions:

1. 1/21/2017 12:52 PM E634487 2 Vehicle, property damage only collision. Northbound vehicle failed to completely stop and proceeded north through the intersection, collided with westbound vehicle in a "T-bone" collision.

2. 4/22/2018 3:00 PM E791202 3 Vehicle, property damage only collision. Northbound vehicle failed to yield after stopping, collided with a westbound vehicle, pushing it into a southbound vehicle stopped at the stop sign.
3. 8/17/2018 9:32 PM E832498 Single vehicle, run off the road collision, property damage only. Eastbound vehicle attempted to turn south on Valley View Rd, was likely going too fast and slide off the roadway and hit an embankment. Driver fled the scene.
4. 9/10/2018 1:24 PM E837250 2 Vehicle, property damage only collision. Southbound vehicle failed to stop at stop, collided with eastbound vehicle in a "T-bone" collision and then fled the scene.
5. 6/11/2019 5:10 PM E937810 2 Vehicle collision, 3 minor injuries. Southbound vehicle failed to yield after stopping and proceeded south through the intersection, collided with westbound vehicle in a "T-bone" collision.
6. 12/3/2021 12:00 PM EB98745 2 Vehicle, property damage only collision. Northbound vehicle failed to yield after stopping and proceeded north through the intersection, collided with westbound vehicle in a "T-bone" collision.
7. 6/8/2022 5:35 PM EC54187 2 Vehicle collision, 1 possible injury. Eastbound vehicle failed to yield the right of way, turning left in front of a westbound vehicle, causing a near head-on collision.
8. 8/3/2022 4:51 PM EC71117 2 Vehicle collision, 1 minor injury. Southbound vehicle failed to yield after stopping and proceeded to turn east, colliding with a westbound vehicle in a right-angle collision.

Previous collision data from 2020 Traffic Study and 2021 update:

<i>Collision at Intersections 2015-2019</i>	
MP and Intersecting Road Name	MP4.25 Valley View Rd
Total Collisions	5
Injury Collisions	1
Property Damage Collisions	4
<i>Collision at Intersections 2020-2021</i>	
Total Collisions	0
Injury Collisions	0
Property Damage Collisions	0

Signs and Markings

Signs

Southbound Valley View Rd:

W3-1A Stop Ahead Sign – 30"x30"

R1-1 Stop Sign – 30"x30" with W4-4P Cross Traffic Does Not Stop Warning Plaque 24"x18" and Street Name signs for Valley View Rd 7300 Block and Bay Rd 3300 Block

R2-1 Speed Limit Sign: 35 MPH – 24"x30"

Northbound Valley View Rd:

W3-1A Stop Ahead Sign – 30"x30"

R1-1 Stop Sign – 30"x30" with W4-4P Cross Traffic Does Not Stop Warning Plaque 24"x18"

R2-1 Speed Limit Sign: 35 MPH – 24"x30"

Westbound Bay Rd:

W2-1 Crossroad Warning Sign – 30"x30" with W16-8 Advance Street Name Plaque: Valley View Rd – 36"x9"

W14-4 Impaired Sight Distance Warning Sign – 30"x30" with W13-1 Advisory Speed Plaque: 30 MPH – 18"x18"

R2-1 Speed Limit Sign: 50 MPH – 24"x30"

S3-1A School Bus Stop Ahead Sign 36"x36"

Eastbound Bay Rd:

W14-4 Impaired Sight Distance Warning Sign – 30"x30" with W13-1 Advisory Speed Plaque: 30 MPH – 18"x18"

W2-1 Crossroad Warning Sign – 30"x30" with W16-8 Advance Street Name Plaque: Valley View Rd – 36"x9"

R2-1 Speed Limit Sign: 45 MPH – 24"x30"

Markings

No pass markings painted for a minimum of 500 feet on all legs of the intersection for entering traffic

Sight Distance

The table below summarizes the operational intersection sight distance measured 10 feet from the traveled way, from an eye height of 3.5 feet to an object height of 3.5 feet. Deficient numbers are marked in **bold**.

Sight Distance Bay Rd/Valley View Rd Intersection			
Date	10/10/2022	Technician:	JJA/DEH
Operational Intersection Sight Distance Measured 10 ft from the traveled way			
Eye Height	3.5 ft	Object Height	3.5 ft
Direction of Travel (Valley View Rd)/ Direction Looking	Speed Limit (Bay Rd)	Measured Distance	Intersection Sight Distance
SB/East	WB 45 MPH	345 ft	500 ft
SB/West	EB 50 MPH	439 ft	555 ft
NB/East	WB 45 MPH	337 ft	500 ft
NB/West	EB 50 MPH	1189 ft	555 ft

Operationally, there is insufficient sight distance for the road users, after stopping, to see conflicting traffic at this location and they are unable to negotiate the intersection unless conflicting cross traffic is also required to stop.

Warrant Analysis for Multi-Way Stop at Bay Road and Valley View Road

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Traffic control signal justified: NO

- B. Five or more reported crashed in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Collision warrant met: NO

C. Minimum Volume:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

Criterion met: NO

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

Criterion met: NO

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Criterion met: NO

Minimum Volume Warrant Met: NO

- D. Where no single criterion is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

i. **Criteria B met by 80%: NO**

ii. **Criteria C.1 met by 80%: NO**

iii. **Criteria C.2 met by 80%: NO**

80 Percent Warrant Met: NO

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts

1 collision involved left-turning vehicles from the major road (Bay Road)

- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes

No conflicts between vehicles and pedestrians at this location

- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop

It is clear through engineering judgement, sight distance review and the 5-year collision history, that road users, after stopping, cannot see conflicting traffic at this location and are unable to negotiate the intersection unless conflicting cross traffic is also required to stop. This is supported by the fact that sufficient intersection sight distance was unable to be achieved at 10 feet from the traveled way and the posting of impaired sight distance warning signs with 30 MPH advisory speeds has not helped to solve the collision problem. 5 of the 8 collisions in the 5-Year collision history involved failure to yield after stopping or failure to yield the right-of-way. 2 collisions involved failure to stop at stop. 1 collision involved left turn movement but was likely caused by speed too fast for conditions or exceeding the posted speed limit.

Conflicting Traffic Warrant Met: YES

- D. An intersection of two residential neighborhood collector (through) streets of similar design and operation characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Not applicable: Bay Road is a Rural Major Collector and Valley View Road is a Rural Local Access Road.

Conclusion

The conflicting traffic warrant for multi-way stop application was met at this location. Whatcom County Public Works will install an All-Way Stop, as an interim measure, until such time as ***Project R40 – corridor Intersection Alternatives Analysis*** is completed and the preferred alternative from that study is implemented. This study is scheduled for 2024 in the Whatcom County Six Year Transportation Improvement Program (2023-2028).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-653

File ID:	AB2022-653	Version:	1	Status:	Agenda Ready
File Created:	11/03/2022	Entered by:	CBuzitis@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance to remove a temporary stop sign on Drayton Harbor Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed ordinance



Memorandum

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

Through: Jon Hutchings, Director *EH*

From: James P. Karcher, P.E., County Engineer *gpk*

Date: October 31, 2022

Re: Ordinance – Removal of a Temporary Stop Sign on Drayton Harbor Road

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to remove a temporary stop sign on Drayton Harbor Road.

Background and Purpose

Due to severe weather, associated heavy rains and king tides, there was a block slope failure to a portion of Drayton Harbor Road in November 2021 and a one-lane roadway with two-way traffic was established. The County Engineer has determined that it is no longer safe to have two-way traffic on a one-lane roadway and has proposed limiting traffic to eastbound only, through the slope failure area. The County Engineer has also determined that the temporary stop sign, installed following the passage of Whatcom County Ordinance 2022-023, is no longer necessary.

Information

This ordinance will allow for the removal of the stop sign and is necessary to comply with RCW 36.32.120 *Powers of legislative authorities* and 46.61.200 *Stop intersections other than arterials may be designated* to remove traffic control signs.

Please contact Douglas Ranney II, Engineering Services Manager at extension 6255 if you have any questions regarding this ordinance.

ORDINANCE NO. _____

REMOVAL OF A TEMPORARY STOP SIGN ON DRAYTON HARBOR ROAD

WHEREAS, in compliance with RCW 46.61.200 and 47.36.110, it is found necessary and expedient to remove traffic control signs on certain County Roads; and

WHEREAS, due to severe weather, associated heavy rains and king tides, there was a block slope failure to a portion of Drayton Harbor Road in 2021 and a one-lane roadway was established; and

WHEREAS, the County Engineer has determined that two-way traffic on a one-lane roadway is no longer safe for the travelling public; and

WHEREAS, Drayton Harbor Road will now be open only to eastbound traffic, within the slope failure area; and

WHEREAS, the County Engineer has determined that the temporary stop sign placed on Drayton Harbor Road, 320 feet west of Shintaffer Road, by Whatcom County Ordinance 2022-023, is no longer needed; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a temporary stop sign be removed on Drayton Harbor Road, eastbound, 320 feet westerly of Shintaffer Road, located within Section 13, Township 40 North, Range 1 West, W.M.; and

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to remove the appropriate signs and the Whatcom County Sheriff and Washington State Patrol be notified by a copy of this ordinance.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

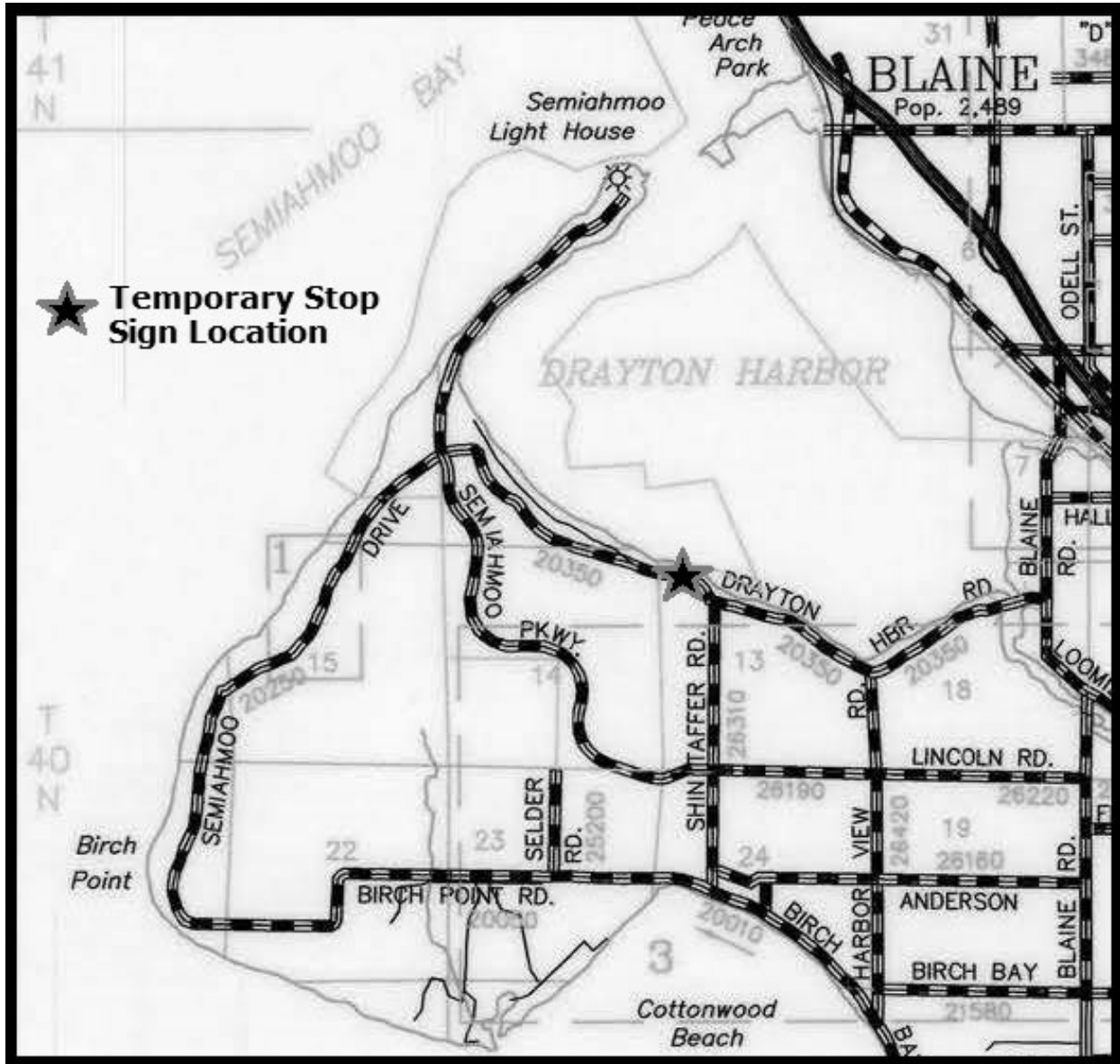
Electronically Approved by C. Quinn/JJA 10-31-2022
Christopher Quinn,
Sr. Deputy Prosecuting Attorney,
Civil Division

Satpal Singh Sidhu, Executive

() Approved () Denied

Date Signed: _____

Vicinity Map – Drayton Harbor Rd Stop Sign





Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-654

File ID:	AB2022-654	Version:	1	Status:	Agenda Ready
File Created:	11/03/2022	Entered by:	CBuzitis@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance to remove stop signs on Harksell Road at the intersection with Woodland Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Staff Memo, Proposed ordinance



Memorandum

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

Through: Jon Hutchings, Director *EaK*

From: James P. Karcher, P.E., County Engineer *gpk*

Date: October 31, 2022

Re: **Ordinance – Removal of Stop Signs on Harksell Rd at the Intersection with
Woodland Rd**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to remove stop signs for eastbound and westbound traffic on Harksell Road at the intersection with Woodland Road.

Background and Purpose

Following an Engineering Study, the County Engineer has determined that there is no justification for the Multi-Way Stop at the intersection of Harksell Road and Woodland Road, as described in the Manual on Uniform Traffic Control Devices Section 2B.07 and that the intersection would better function as a standard T-intersection generally found throughout the county.

Information

This ordinance will allow for the removal of stop signs and is necessary to comply with RCW 36.32.120 *Powers of legislative authorities* and 46.61.200 *Stop intersections other than arterials may be designated* to remove traffic control signs.

Please contact Douglas Ranney II, Engineering Services Manager at extension 6255 if you have any questions regarding this ordinance.

ORDINANCE NO. _____

**REMOVAL OF STOP SIGNS ON HARKSELL ROAD AT THE INTERSECTION WITH
WOODLAND ROAD**

WHEREAS, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to modify traffic control signs on certain County Roads; and

WHEREAS, the County Engineer has determined through an engineering study that there is currently no justification for the Multi-Way Stop at the intersection of Harksell Road and Woodland Road, as described in the Manual on Uniform Traffic Control Devices Section 2B.07; and

WHEREAS, it has been determined that the Harksell Road - Woodland Road intersection traffic patterns would better function as a standard T-intersection with southbound traffic on Woodland Road stopping and eastbound and westbound traffic having free movements; and

WHEREAS, the County Engineer has agreed that it is necessary to formally modify traffic control signs on Harksell Road at the intersection with Woodland Rd; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that stop signs be removed for:

- 1) Westbound traffic on Harksell Road at the intersection with Woodland Road in section 32, Township 40 North, Range 2 East, W.M., and section 5, Township 39 North, Range 2 East, W.M.
- 2) Eastbound traffic on Harksell Road at the intersection with Woodland Road in section 32, Township 40 North, Range 2 East, W.M., and section 5, Township 39 North, Range 2 East, W.M.

BE IT FURTHER ORDAINED, by the Whatcom County Council that the following be removed from the Whatcom County Code Section 10.16.890:

Road Name	Direction- Stopping	Cross Street
<u>Harksell Road</u>	<u>Westbound</u>	<u>Woodland Rd</u>
<u>Harksell Road</u>	<u>Eastbound</u>	<u>Woodland Rd</u>

BE IT FURTHER ORDAINED, by the Whatcom County Council that the following be removed from the Whatcom County Code Section 10.16.795:

A stop sign shall be installed southbound on Woodland Road at Harksell Road, ~~and a stop sign shall be installed westbound on Harksell Road at Woodland Road~~, Section 32, Township 40 North, Range 2 East, W.M. (Ord. 99-051; Ord. 84-115 § 18).

1 **BE IT FURTHER ORDAINED**, that the County Engineer is hereby directed to modify
2 the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be
3 notified by a copy of this ordinance.
4

5
6 **ADOPTED** this ____ day of _____, 2022.
7

8
9
10 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

11
12
13 _____
14 Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

15
16
17 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

18
19
20
21 Electronically Approved by C. Quinn/JJA 10-31-2022
22 Christopher Quinn,
23 Sr. Deputy Prosecuting Attorney,
24 Civil Division

Satpal Singh Sidhu, County Executive

() Approved () Denied

25
26 Date Signed: _____



Woodland Rd/Harksell Rd Intersection Traffic Study

10/24/2022

Vicinity Map



Woodland Rd/Harksell Rd Intersection Map



Background and Roadway Information

Two requests from the public that we examine this intersection are the basis for this study. This study will cover the intersection of Woodland Road (MP 2.02) and Harksell Road (MP 1.39).

Woodland Road is classified as a Rural Local Access for its entire length from Birch Bay Lynden Road to Harksell Road. The characteristics of Woodland Road within the study area are 10-foot BST (chipseal) lanes with 3-foot gravel shoulders.

Harksell Road is classified as an Urban Local Access from Delta Line Road to Enterprise Road. The road characteristics of Harksell Road are 9 to 12-foot BST (chipseal) lanes with 2 to 5-foot gravel shoulders.

Traffic Count Data

Traffic counts were conducted from May 24th through May 30th, 2022 on all 3-legs of the intersection and are shown below. The counts consist of vehicle volumes, speeds, and percent of truck traffic.

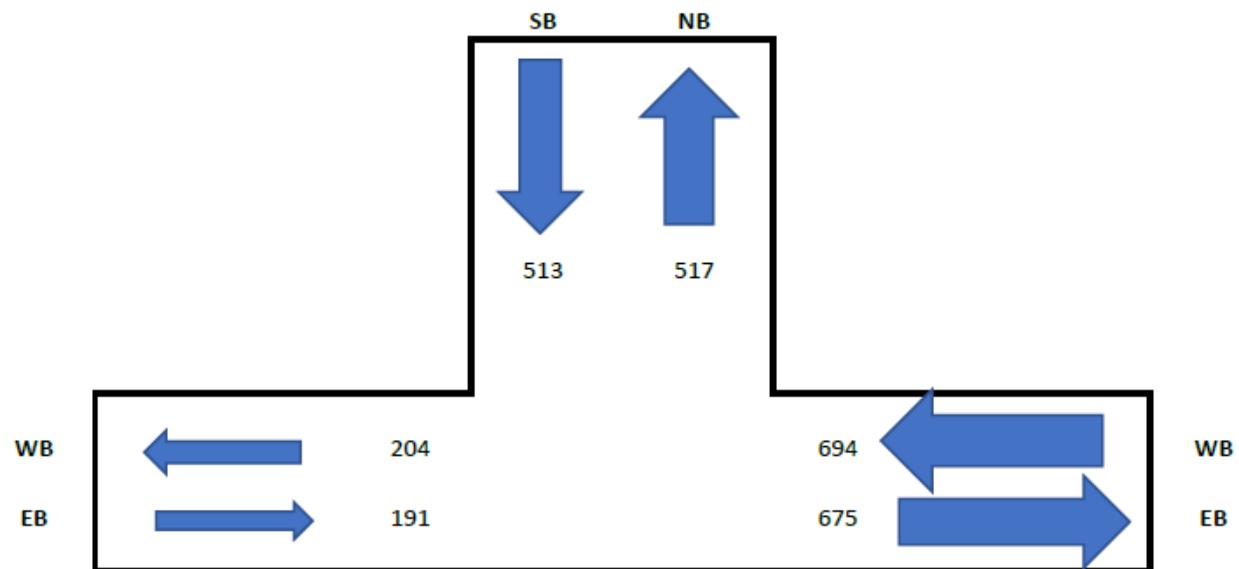
Average Daily Volume (ADT):

1029 ADT (North of intersection)

395 ADT (West of intersection)

1369 ADT (East of intersection)

Traffic Direction and Volume:



Speeds:

North of intersection	Average speed 38.7 MPH	85 th percentile 44.3 mph (Speed Limit 35 mph)
West of intersection	Average speed 34.4 MPH	85 th percentile 42.3 mph (Speed Limit 35 mph)
East of intersection	Average speed 27.7 MPH	85 th percentile 31.6 mph (Speed Limit 35 mph)

The 85th percentile speed is widely used by traffic engineers, along with other factors, to set speed limits. It quantifies the speed at which 85 percent of traffic is going at or below.

Truck Traffic:

North of intersection	13.4%
West of intersection	13.7%
East of intersection	12.7%

Collision History

A review showed no collisions at this intersection have been received from the Washington State Patrol in the 5+ years from January 2017 to September 2022.

Signs and Markings

Signs

Southbound Woodland Rd:

W3-1A Stop Ahead Sign – 30"x30"

R1-1 Stop Sign – 30"x30" with R1-4 All-Way Plaque 18"x6"

W1-7 Two Direction Large Arrow 48"x24"

Westbound Harksell Rd:

W3-1A Stop Ahead Sign – 30"x30"

R1-1 Stop Sign – 30"x30" with R1-4 All-Way Plaque 18"x6"

Eastbound Harksell Rd:

W3-1A Stop Ahead Sign – 30"x30"

R1-1 Stop Sign – 30"x30" with R1-4 All-Way Plaque 18"x6" and Street Name Signs for 1900 blk Harksell Rd 36"x9" and 7300 blk Woodland Rd 42"x9"

Markings

No pass markings painted for a minimum of 500 feet on the southbound and westbound legs of the intersection for entering traffic. No pass markings painted for approximately 350 feet on the eastbound leg of the intersection will be extended to 500 feet during the next striping season in 2023.

Sight Distance

The table below summarizes the operational intersection sight distance measured 10 feet and 12 feet from the traveled way, from an eye height of 3.5 feet to an object height of 3.5 feet.

Sight Distance Woodland Rd/Harksell Rd Intersection			
Date	10/13/2022	Technician:	JJA
Operational Intersection Sight Distance Measured 10 ft and 12 ft from the traveled way			
Eye Height	3.5 ft	Object Height	3.5 ft
Direction of Travel (Woodland Rd)/ Direction Looking	Speed Limit (Harksell Rd)	Measured Distance	Intersection Sight Distance
SB/East @ 10'	WB 35 MPH	664 ft	390 ft
SB/West @ 10'	EB 35 MPH	1700 ft +	390 ft
SB/East @ 12'	WB 35 MPH	415 ft	390 ft
SB/West @ 12'	EB 35 MPH	1700 ft +	390 ft

Operationally, there is sufficient sight distance for the road users at this location, if east and west bound stop signs are removed.

Warrant Analysis for Multi-Way Stop at Woodland Road and Harksell Road

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Traffic control signal justified: NO

- B. Five or more reported crashed in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- a. A review of collisions from the Washington State Patrol found no collisions at this location in the last 5 plus years. In addition, during the site review it was observed that most vehicles making a turn from westbound to northbound did not stop for the stop sign and many vehicles headed through the intersection eastbound rolled through the stop sign.

Collision warrant met: NO

- C. Minimum Volume:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

Criterion met: NO

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

Criterion met: NO

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Criterion met: NO

Minimum Volume Warrant Met: NO

- D. Where no single criterion is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

i. ***Criteria B met by 80%: NO***

ii. ***Criteria C.1 met by 80%: NO***

iii. ***Criteria C.2 met by 80%: NO***

80 Percent Warrant Met: NO

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts

No collisions involved left-turning vehicles from the major road (Harksell Road)

- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes

No conflicts between vehicles and pedestrians at this location

- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop

Sight distance checks were performed on 10/13/2022 by Whatcom County Public Works Traffic Section Staff and exceeded existing intersection sight distance requirements at both 10 feet and 12 feet from the traveled way.

- D. An intersection of two residential neighborhood collector (through) streets of similar design and operation characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Harksell Road is an Urban Local Access Road from Delta Line Road to Enterprise Road and Woodland Road is a Rural Local Access Road its entire length, however Woodland Road is not a through road at this intersection. Therefore, traffic operations will actually be improved by the removal of the east and west bound stop signs.

Conclusion

This location would not currently meet any MUTCD warrant for multi-way stop application and additionally MUTCD Section 2A.03 *Standardization of Application* gives the following guidance “Signs should be used only where justified by engineering judgement or studies...”. The current stop signs are not justified by engineering study and the removal of the east and west bound stop signs will improve traffic operations and generally conform to the application of stops at T-intersections throughout Whatcom County. Public Works will put forth an ordinance to the Whatcom County Council to remove the All-Way Stop at this location. When the ordinance is approved, the following will be added and maintained for a minimum of 6 months upon removal of the All-Way Stop:

1. New Traffic Pattern Ahead Signs with flags on each leg of the intersection
2. A Cross Traffic Does Not Stop Plaque will be added beneath the southbound Stop Sign



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-657

File ID:	AB2022-657	Version:	1	Status:	Agenda Ready
File Created:	11/07/2022	Entered by:	mdonley@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
Assigned to:	Council	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the Silver Beach Creek Stormwater Improvements Project Fund, request No. 1

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amendment request from Public Works Stormwater for the Silver Beach Creek Stormwater Improvements Project to include Phase II of this project as part of the work contemplated and approved in Ordinance No. 2020-040

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

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

THROUGH: Elizabeth Kosa, Interim Public Works Director

FROM: Kraig Olason, Stormwater Program Manager

DATE: November 1, 2022

RE: Amendment No. 1 to the Silver Beach Creek Stormwater Improvements Project Fund

Requested Action

Please find attached for approval an ordinance amendment request from Public Works Stormwater for the Silver Beach Creek Stormwater Improvements Project to include Phase II of this project as part of the work contemplated and approved in Ordinance No. 2020-040.

Background and Purpose

Phase I of the Silver Beach Creek Stormwater Improvements project, completed in 2021, treated runoff from approximately 24 acres and improved Lake Whatcom water quality through construction of a modular wetland systems.

The original intent was to include a stream stabilization project on Silver Beach Creek as Phase II of this project. Phase II will improve water quality in Lake Whatcom by stabilizing a section of the Silver Beach Creek channel to reduce erosion and the export of bank material, which is associated with the sediment-laden phosphorus loading to Lake Whatcom.

Funding Amount and Source

The original budget of \$780,000 was requested and approved in Ordinance 2020-040 for the development of Phase I of this project, and approximately \$429,000 remains in the project-based budget at the completion of Phase I. These existing funds are sufficient to initiate Phase II of the project, including the development of plans, specifications and estimates, as well as bidding assistance. The project is scheduled for construction in summer 2024, subject to approval of the requested funds.

Please contact Kraig Olason at extension 6301 if you have any questions or concerns regarding the terms of this agreement.

Encl.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE SILVER BEACH CREEK STORMWATER
IMPROVEMENTS PROJECT FUND, REQUEST NO. 1**

WHEREAS, Ordinance No. 2020-040 established the project budget for Phase I of Silver Beach Creek Stormwater Improvements, and

WHEREAS, Phase I of the Silver Beach Creek Stormwater Improvements project, completed in 2021, treated runoff from approximately 24 acres and included system upgrades to improve water quality through construction of a modular wetland systems, which will remove approximately 15 pounds of phosphorus, and

WHEREAS, Phase I was accomplished significantly under budget, and

WHEREAS, Phase II of this project is listed as item number three on the 2023-2028 Six-Year Water Resources Improvement Program for the Lake Whatcom watershed, and

WHEREAS, Phase II of this project will improve water quality in Lake Whatcom by stabilizing a section of the Silver Beach Creek channel to reduce erosion and the export of bank material, which is associated with the sediment-laden phosphorus loading to Lake Whatcom, and

WHEREAS, \$429,000 remains of the original \$780,000 project-based budget at the completion of Phase I, and

WHEREAS, these existing funds are sufficient to initiate Phase II of the project, including the development of plans, specifications and estimates, as well as bidding assistance, and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2020-040 is hereby Amended to include the initiation of Phase II of

1 this project as part of the work contemplated and approved in Ordinance No. 2020-
2 040 for the Silver Beach Creek Project Based Budget (Fund 385).

3
4 **ADOPTED** this ____ day of ____, 2022.

5
6
7 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

8
9
10 Dana Brown-Davis, Clerk of the Council

Todd Donovan, Chair of the Council

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14 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

15
16
17 Christopher Quinn approved via email
18 Christopher Quinn
19 Senior Deputy Prosecuting
20 Attorney – Civil Division

Satpal Sidhu, County Executive

() Approved () Denied

21
22 Date Signed: _____
23
24
25



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-659

File ID:	AB2022-659	Version:	1	Status:	Agenda Ready
File Created:	11/08/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2023 Whatcom County Budget, request no. 1, in the amount of \$9,737,304

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #1 requests funding from the Road Fund to appropriate \$9,737,304 to fund the Annual Construction Program.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Ordinance, Requests

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
DIRECTOR



Randy Rydel

Financial Services Manager
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6217
www.whatcomcounty.us
RRydel@co.whatcom.wa.us

MEMORANDUM

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

Through: Jon Hutchings, Public Works Director *EH*

From: James P. Karcher, P.E., County Engineer *JPK*
Randy Rydel, Public Works Financial Services Manager *RR*

Date: October 25, 2022

Re: Supplemental Budget Request #3819 for the implementation of the 2023 Annual Construction Program

The attached Supplemental Budget Request #3819 grants expenditure authority for the capital budget associated with the approved 2023 Annual Construction Program (approved by Council 10/25/22). The Annual Construction Program has been summarized in the following schedule:

Total Approved 2023 Annual Construction Program	\$29,536,000
Project based budgets (less funding transfers in)	-18,570,632*
Previously budgeted wage and benefits	<u>-1,228,064</u>
Remaining ACP Expenditure to be budgeted	\$9,737,304
 Current Budget Expenditure Request	
Prelim./Const. Engineering	\$2,412,936
Right of Way Acquisition	270,000
Contract and County Forces Construction	<u>6,645,000</u>
Capital Expenditure Request Total	\$9,327,936
 Transfers to fund Project Based Budgets (PBB)	
N. Lake Samish Br 107 Fund 378	<u>\$409,368</u>
Transfer to PBB Total	\$409,368
 Remove Offsetting Federal/State Grant Funding	<u>-2,044,000</u>
 Net Change/SBR Total	\$7,693,304

In addition to the budget supplement we are requesting an amendment to the 2023-2024 Biennial Budget Exhibit B that was adopted prior to this capital budget existence.

* Project Based Budgets (PBBs) total \$18.9M of the ACP. Of this, \$5.8M of funding has previously been set aside in the PBBs and we anticipate offsetting grant revenues of \$12M. Remaining funding requests for PBBs will be made based on the design schedule of the project to ensure best estimates are available for budgeting.

Please contact Randy Rydel at extension 6217 with any questions.

Enclosures: Supplementary Budget Request #3819
Exhibit A – Budget Distribution Detail
Exhibit B – Annual Construction Program as Approved 10/25/2022
Exhibit C – Proposed amendment to 2023-2024 Biennial Budget Exhibit B

**ORDINANCE NO.
AMENDMENT NO. 1 OF THE 2023 BUDGET**

WHEREAS, the 2023-2024 budget was adopted November 22, 2022; and,

WHEREAS, changing circumstances require modifications to the approved 2023-2024 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 2023-2024 Whatcom County Budget Ordinance #2022-____ is hereby amended by adding the following additional amounts to the 2023 budget included therein:

Fund	Expenditures	Revenues	Net Effect
Road Fund	9,737,304	(2,044,000)	7,693,304
Total Supplemental	9,737,304	(2,044,000)	7,693,304

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: _____

Supplemental Budget Request

Status: Pending

Public Works

Engineering Design/Const

Suppl ID # 3819

Fund 108

Cost Center

Originator: Randy Rydel

Expenditure Type: One-Time

Year 1

~~2021~~ 2023

Add'l FTE ☐

Add'l Space ☐

Priority

1

Name of Request: 2023 Road Capital Program

X



10/26/2022

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4331.2001	Federal Direct DOT Grants	(\$500,000)
	4333.2026	Federal Aid Other	(\$866,000)
	4333.8704	FEMA Military	(\$472,500)
	4334.0181	State Military Department	(\$52,500)
	4334.0369	Misc State DOT Grants	(\$149,000)
	4334.0372	Arterial Preservation	(\$4,000)
	6630.595200	Professional Services	\$270,000
	6630.595110	Professional Services	\$2,392,936
	7380.595810	Other Improvements	\$415,000
	7380.595510	Other Improvements	\$870,000
	7380.595300	Other Improvements	\$4,990,000
	8351.378	Operating Transfer Out	\$409,368
	8351.169114	Operating Transfer Out	\$390,000
	Request Total		\$7,693,304

1a. Description of request:

This supplemental follows council's approval of the 2023 Annual Road Construction Program. The requested funding will provide the expenditure authority to move forward with the approved Annual Construction Program.

The County Road Administration Board (CRAB) requires that an Annual Construction Program (ACP) be approved prior to approving a capital budget to fund the program. Council reviewed and approved the 2023 ACP at the October 26th council meeting. This request summarizes the budgetary impacts of the ACP and supplements the Road Fund's 2023 budget to account for the included capital projects.

This request also authorizes the transfer of \$409,368 into the North Lake Samish Bridge Project Based Budget Fund to provide funding for amendment #2 to that fund.

1b. Primary customers:

Users of Whatcom County Roads

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

Supplemental Budget Request

Status: Pending

Public Works

Engineering Design/Const

Suppl ID # 3819

Fund 108

Cost Center

Originator: Randy Rydel

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Road Fund, State and Federal Grants

Whatcom County 2023 Annual Construction Program										
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Sources of Funds			Estimated Expenditures				Grand Total (All 595)
			County Road Funds	Revenue		PE & CE -595.1	Right of Way -595.2	Dollars		
				Amount	Program Source			Contract	County Forces	
Project Based Budget Fund Activity										
6	R6	CRP #914002 East Smith Road & Hannegan Road - Intersection Improvements	\$2,750,000	\$2,000,000	HSIP & STP	\$400,000	\$150,000	\$4,200,000	\$0	\$4,750,000
9	R9	CRP #906001 Birch Bay Lynden Rd & Blaine Rd - Intersection Improvements	\$450,000			\$200,000	\$250,000	\$0	\$0	\$450,000
14	R14	CRP #912017 Lummi Nation - Transportation Projects	\$1,655,000			\$350,000	\$150,000	\$1,155,000	\$0	\$1,655,000
37	B3	CRP #917004 Jackson Road/Terrell Creek Bridge No. 81 - Replacement	\$335,000	\$65,000	BR	\$350,000	\$50,000	\$0	\$0	\$400,000
38	B5	CRP #913006 North Lake Samish/Bridge No. 107	\$1,237,000	\$6,698,000	BR	\$425,000	\$0	\$7,510,000	\$0	\$7,935,000
39	B6	CRP #920003 Goshen Road/Anderson Creek Bridge No. 248 - Replacement	\$40,000	\$200,000	BR	\$200,000	\$40,000	\$0	\$0	\$240,000
40	B11	CRP #919007 North Fork Rd / Kenney Creek - Fish Passage	\$575,000	\$2,975,000	FBRB	\$500,000	\$50,000	\$3,000,000	\$0	\$3,550,000
PBB Activity			\$7,042,000	\$11,938,000		\$2,425,000	\$690,000	\$15,865,000	\$0	\$18,980,000
108 Road Fund Activity										
1	R1	CRP #923001 Drayton Harbor Road - Repair of Nov 2021 roadway & slope failure	\$200,000	\$100,000	FEMA	\$200,000	\$100,000	\$0	\$0	\$300,000
2	R2	CRP #923002 Manley Road - Repair of Nov 2021 Fill slope failure	\$310,000	\$300,000	FEMA	\$100,000	\$10,000	\$500,000	\$0	\$610,000
3	R3	CRP #923003 Sunset Avenue - Repair of Nov 2021 roadway and slope failure	\$75,000	\$50,000	FEMA	\$100,000	\$25,000	\$0	\$0	\$125,000
4	R4	CRP #923004 Beach Avenue & Island Drive (Lummi Island) - Repair of Nov 2021 roadway and slope failures	\$100,000	\$75,000	FEMA	\$150,000	\$25,000	\$0	\$0	\$175,000
5	R5	CRP #907001 Birch Bay Drive & Pedestrian Facility from Lora Lane to Cedar Avenue	\$100,000			\$0	\$0	\$100,000	\$0	\$100,000
7	R7	CRP #919005 Samish Way/Galbraith Lane - Pedestrian Crosswalk	\$110,000			\$20,000	\$10,000	\$70,000	\$10,000	\$110,000
8	R8	CRP #921022 Marshall Hill Road - Slide Repair/Culvert Replacement	\$60,000			\$50,000	\$10,000	\$0	\$0	\$60,000
10	R10	CRP #918019 Smith Road & Northwest Drive - Intersection Improvements	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
11	R11	CRP # 920016 Chief Martin Road - Pavement Rehabilitation, Cagey Rd to Kwina Rd	\$10,000			\$10,000	\$0	\$0	\$0	\$10,000
12	R12	CRP #914001 Slater Road & Northwest Drive - Intersection Improvements (WSDOT Lead)	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
13	R13	CRP #922018 Birch Bay Drive Crosswalk - New Crosswalk from Berm to Parks Facility	\$485,000			\$185,000	\$0	\$290,000	\$10,000	\$485,000
15	R15	CRP 910002 Point Roberts - Transportation Improvements	\$150,000			\$50,000	\$0	\$90,000	\$10,000	\$150,000
16	R16	CRP #915014 Innis Creek Road - Raise Road	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
17	R17	CRP #921001 Birch Bay Drive - Pavement Rehabilitation, Jackson Rd to Shintaffer Rd	\$2,285,000			\$285,000	\$0	\$1,990,000	\$10,000	\$2,285,000
18	R19	CRP #915013 Turkington Road/Jones Creek - Road Guide Modification and Creek Channelization (R&F Lead)	\$300,000			\$0	\$0	\$300,000	\$0	\$300,000
19	R20	CRP #921003 Truck Road - 2020 Flood Damage Repair (R&F Lead)	\$70,000			\$0	\$0	\$70,000	\$0	\$70,000
20	R21	CRP 919002 Abbott Road - Levee Improvements, (R&F Lead)	\$10,000			\$10,000	\$0	\$0	\$0	\$10,000
21	R22	CRP #919001 Ferndale Road - Levee Improvements, (R&F Lead)	\$10,000			\$10,000	\$0	\$0	\$0	\$10,000
22	R23	CRP #921004 Lake Louise Rd - Austin St. to Lake Whatcom Blvd, Pavement Rehabilitation	\$30,000			\$25,000	\$5,000	\$0	\$0	\$30,000
23	R24	CRP #921005 Austin Street - Lake Louise Rd to Cable Street, Pavement Rehab with ADA Improvements	\$25,000			\$15,000	\$10,000	\$0	\$0	\$25,000
24	R27	CRP #922002 Hampton Road - City of Lynden UAB to Van Buren	\$1,000	\$4,000	RAP	\$5,000	\$0	\$0	\$0	\$5,000
25	R30	CRP #921019 Lakeway Drive Corridor Improvements - Safety and Multimodal Improvements	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
26	R31	CRP #908011 Lincoln Road II - Harborview Rd to Blaine Rd, Reconstruction and new road, non-motorized enhancement	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
27	R33	CRP #923005 Small Area Paving - 2023	\$650,000			\$50,000	\$0	\$590,000	\$10,000	\$650,000
28	R34	CRP # 923006 Birch Bay Lynden Rd - Rathbone Rd to Lynden City Limits	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000

29	R36	CRP #921007 South Pass Road	\$20,000	\$20,000	ER	\$40,000	\$0	\$0	\$0	\$40,000
30	R38	CRP #922004 Birch Bay Drive/Lora Lane - Culvert Replacement, Replace large culvert un Bbay Dr at Lora Ln	\$30,000			\$30,000	\$0	\$0	\$0	\$30,000
31	R39	CRP #922005 Birch Bay Lynden Rd/Kickerville Rd.	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
32	R40	CRP #922006 Corridor Intersection Alternatives Analysis for Improvements - Birch Bay Lynden/Berthusen; Birch Bay Lynden/Enterprise; Birch Bay Lynden/Harborview; Birch Bay Dr/Harborview; Birch Bay Dr/Kickerville; Bay Rd/Kickerville; Bay Rd/ValleyView	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
33	R41	CRP #923007 Corridor Intersection Alternatives Analysis for Improvements - Hannegan/Hemmi; Hannegan/VanWyck; Noon/VanWyck	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
34	R42	CRP #921020 Deer Trail Slide Damage Repair - Repair 2021 Slide Damage	\$130,000			\$30,000	\$0	\$90,000	\$10,000	\$130,000
35	R43	CRP #923008 Portal Way - Birch Bay Lynden Rd to Blaine City Limits, Reconstruction	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
36	B2	CRP #923009 Birch Bay Lynden Rd/California Creek - Culvert Repalcement	\$74,000	\$346,000	ER	\$400,000	\$20,000	\$0	\$0	\$420,000
41	B12	CRP #921008 Deal Road - Fish Passage	\$95,000			\$75,000	\$0	\$10,000	\$10,000	\$95,000
42	B13	CRP #922007 Fox Road/California Creek - Fish Passage	\$255,000			\$250,000	\$5,000	\$0	\$0	\$255,000
43	B14	CRP #921021 Nulle Road/Friday Creek Bridge No. 106 - Rehabilitation	\$700,000			\$100,000	\$0	\$590,000	\$10,000	\$700,000
44	F1	CRP #919008 Replacement of Whatcom Chief & Terminal Modification - New Ferry and Terminal Modifications	\$287,000	\$1,149,000	CFCIP/Fed Misc/Wa Misc	\$1,021,000	\$0	\$415,000	\$0	\$1,436,000
45	F2	CRP #919009 Relocation of Gooseberry Terminal	\$50,000			\$50,000	\$0	\$0	\$0	\$50,000
46	Y1	CRP #923010 Various Bridge Rehabilitation/Replacement	\$300,000			\$50,000	\$0	\$240,000	\$10,000	\$300,000
47	Y2	CRP #923011 Right of Way Acquisition - Various Locations	\$50,000			\$0	\$50,000	\$0	\$0	\$50,000
48	Y3	CRP #923012 Unanticipated Site Improvements - As prioritized	\$300,000			\$30,000	\$0	\$260,000	\$10,000	\$300,000
49	Y4	CRP #923013 Unanticipated Stormwater Quality Improvements	\$120,000			\$20,000	\$0	\$90,000	\$10,000	\$120,000
50	Y5	CRP #923014 Unanticipated Non- motorized Transportation Improvements - Various locations	\$170,000			\$20,000	\$0	\$140,000	\$10,000	\$170,000
51	Y6	CRP #923015 Fish Passage Projects - Various locations	\$50,000			\$50,000	\$0	\$0	\$0	\$50,000
52	Y7	CRP #923016 Swift Creek Transportation Impacts - Various projects related to Sumas Mtn/Swift Creek	\$100,000			\$10,000	\$0	\$90,000	\$0	\$100,000
53	Y8	CRP #923017 Railroad Crossing Improvements - Various locations	\$200,000			\$50,000	\$0	\$140,000	\$10,000	\$200,000
54	Y9	CRP #923018 Beam Guardrail Replacements/Upgrades - Various locations	\$350,000			\$50,000	\$0	\$290,000	\$10,000	\$350,000
55	Y10	CRP #923018 ADA Barrier Removal - ADA Transition plan priorities, multiple locations	\$200,000			\$50,000	\$0	\$140,000	\$10,000	\$200,000

Total	Other Funds		PE & CE	Right of Way	Construction	County Forces	Grand Total
w/o PBB			-595.1	-595.2	Contract		(All 595)
\$8,512,000	\$2,044,000		\$3,641,000	\$270,000	\$6,495,000	\$150,000	\$10,556,000
		108920 Budget	(\$1,228,064)	Wage and Benfit already budgeted			
		Remaining to Budget	\$2,412,936	\$270,000	\$6,495,000	\$150,000	\$9,327,936

Budget Breakdown	595100	595200	595300	595510	595810	Transfer
6630	\$2,392,936	\$270,000				
7380			\$4,990,000	\$870,000	\$415,000	
8351.169114	\$20,000		\$370,000			
8351.PBB						\$409,368
				Base Total	\$9,327,936	PBB Txfr \$409,368

Add to Cost Center 108920			Budget Distribution Detail			
Summary of Budget Impacts			ACP Number	Cost Center	Expense	Description
	\$2,392,936	6630.595110	1	923001	(\$90,000)	4333.8703 FEMA - Federal
	\$270,000	6630.595200	1	923001	(\$10,000)	4334.0181 FEMA - State
	\$4,990,000	7380.595300	1	923001	\$100,000	6630.595110 Engineering
	\$870,000	7380.595510	1	923001	\$100,000	6630.595200 Right-of-Way
	\$415,000	7380.595810	2	923002	(\$270,000)	4333.8703 FEMA - Federal
	\$390,000	8351.169114	2	923002	(\$30,000)	4334.0181 FEMA - State
	\$409,368	8351.378	2	923002	\$100,000	6630.595110 Engineering
	(\$500,000)	4331.2001	2	923002	\$10,000	6630.595200 Right-of-Way
	(\$866,000)	4333.2026	2	923002	\$500,000	7380.595300 Construction
	(\$472,500)	4333.8703	3	923003	(\$45,000)	4333.8703 FEMA - Federal
	(\$52,500)	4334.0181	3	923003	(\$5,000)	4334.0181 FEMA - State
	(\$149,000)	4334.0369	3	923003	\$100,000	6630.595110 Engineering
	(\$4,000)	4334.0372	3	923003	\$25,000	6630.595200 Right-of-Way
	\$7,693,304		4	923004	(\$67,500)	4333.8703 FEMA - Federal
			4	923004	(\$7,500)	4334.0181 FEMA - State
			4	923004	\$150,000	6630.595110 Engineering
			4	923004	\$25,000	6630.595200 Right-of-Way
			5	907001	\$100,000	7380.595300 Construction
			7	919005	\$10,000	6630.595200 Right-of-Way
			7	919005	\$80,000	7380.595300 Construction
			8	921022	\$10,000	6630.595200 Right-of-Way
			13	922018	\$300,000	7380.595300 Construction
			15	910002	\$100,000	7380.595300 Construction
			17	921001	\$2,000,000	7380.595300 Construction
			18	915013	\$300,000	8351.169114 Transfer to Flood
			19	921003	\$70,000	8351.169114 Transfer to Flood
			20	919002	\$10,000	8351.169114 Transfer to Flood
			21	919001	\$10,000	8351.169114 Transfer to Flood
			22	921004	\$5,000	6630.595200 Right-of-Way
			23	921005	\$10,000	6630.595200 Right-of-Way
			24	922002	(\$4,000)	4334.0372 RAP
			24	922002	\$5,000	6630.595110 Engineering
			27	923005	\$600,000	7380.595300 Construction
			29	921007	(\$20,000)	4333.2026 ER Funds
			29	921007	\$40,000	6630.595110 Engineering
			34	921020	\$100,000	7380.595300 Construction
			36	923009	(\$346,000)	4333.2026 ER Funds
			36	923009	\$400,000	6630.595110 Engineering
			36	923009	\$20,000	6630.595200 Right-of-Way
			38	108920	\$409,368	8351.378 Transfer to PBB 378
			41	921008	\$20,000	7380.595510 Construction
			42	922007	\$5,000	6630.595200 Right-of-Way
			43	921021	\$600,000	7380.595510 Construction
			44	919008	(\$500,000)	4333.2026 CFCIP
			44	919008	(\$500,000)	4331.2001 Fed Misc
			44	919008	(\$149,000)	4334.0369 State Misc
			44	919008	\$1,021,000	6630.595110 Engineering
			44	919008	\$415,000	7380.595810 Construction
			46	923010	\$250,000	7380.595510 Construction
			47	923011	\$50,000	6630.595200 Right-of-Way
			48	923012	\$270,000	7380.595300 Construction
			49	923013	\$100,000	7380.595300 Construction
			50	923014	\$150,000	7380.595300 Construction
			52	923016	\$90,000	7380.595300 Construction
			53	923017	\$150,000	7380.595300 Construction
			54	923018	\$300,000	7380.595300 Construction
			55	923018	\$150,000	7380.595300 Construction
			108920		\$476,936	6630.595110 Engineering
					\$7,693,304	
					\$9,737,304	Gross Expense Requested

Whatcom County
2023
Annual Construction Program
WAC 136-16

(A) **TOTAL CONSTRUCTION DONE (total sum of column 13 + column 14):** \$22,510,000.00
 (B) **COMPUTED COUNTY FORCES LIMIT:** \$1,801,625.00
 (C) **TOTAL COUNTY FORCES CONSTRUCTION (total sum of column 14):** \$150,000.00

Date of Environmental Assessment:
Date of Final Adoption:
Ordinance/Resolution Number:

(1)	(2)	(3)	(4)					(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Segment Information				Project Length(mi.)	Project Type Code	Environmental Assessment	Sources of Funds			PE & CE (\$95.10)	Right of Way (\$95.20)	Estimated Expenditures Dollars		
				Road Name	BMP	EMP	FFC				County Road Funds	Other Funds				Grand Total (All \$95)		
												Amount	Program Source				Construction Contract	County Forces
1	R1	CRP #923001 Drayton Harbor Road - Repair of Nov 2021 roadway & slope failure	20350	Road Name: Drayton Harbor Road From: Shintaffer Road To: and West 1200 LF	0.10	0.33	18	0.23	RC Other	S	\$200,000	\$100,000.00	FEMA	\$200,000	\$100,000	\$0	\$0	\$300,000
2	R2	CRP #923002 Manley Road - Repair of Nov 2021 Fill slope failure	41570	Road Name: Manley Road From: Manley Rd To: Manley Rd	1.50	1.55	09	0.05	Other DR	I	\$310,000	\$300,000.00	FEMA	\$100,000	\$10,000	\$500,000	\$0	\$610,000
3	R3	CRP #923003 Sunset Avenue - Repair of Nov 2021 roadway and slope failure	73140	Road Name: Sunset Avenue From: Sunset Ave To: Sunset Ave	0.52	0.58	19	0.06	Other DR	S	\$75,000	\$50,000.00	FEMA	\$100,000	\$25,000	\$0	\$0	\$125,000
4	R4	CRP #923004 Beach Avenue & Island Drive (Lummi Island) - Repair of Nov 2021 roadway and slope failures	10740	Road Name: Beach Ave From: Beach Ave To: Beach Ave	0.00	0.00	09	0.00	Other DR	S	\$100,000	\$75,000.00	FEMA	\$150,000	\$25,000	\$0	\$0	\$175,000
			10960	Road Name: Island Dr From: Island Dr To: Island Dr	0.00	0.00	09											
5	R5	CRP #907001 Birch Bay Drive & Pedestrian Facility from Lora Lane to Cedar Avenue	20010	Road Name: Birch Bay Drive From: Lora Lane To: Cedar Avenue	2.68	4.26	17	1.58	P&T FP DR Other	S	\$100,000			\$0	\$0	\$100,000	\$0	\$100,000
6	R6	CRP #914002 East Smith Road & Hannegan Road - Intersection Improvements	55080	Road Name: East Smith Road From: East Smith Rd To: East Smith Rd	1.86	2.06	07	0.50	3R IS Illum Safety	S	\$2,750,000	\$1,000,000.00	HSIP	\$400,000	\$150,000	\$4,200,000	\$0	\$4,750,000
			55110	Road Name: Hannegan Road From: Hannegan Rd To: Hannegan Rd	3.85	4.15	07					\$1,000,000.00	STP(R)					
7	R7	CRP #919005 Samish Way/Galbraith Lane - Pedestrian Crosswalk	44060	Road Name: Samish Way From: Samish Way To: Samish Way	1.41	1.68	17	0.27	IS Other Safety Illum	I	\$110,000			\$20,000	\$10,000	\$70,000	\$10,000	\$110,000
			44060	Road Name: Galbraith Lane From: Galbraith Ln To: Galbraith Ln	0.00	0.00	09											
8	R8	CRP #921022 Marshall Hill Road - Slide Repair/Culvert Replacement	89260	Road Name: Marshall Hill Road From: Marshall Hill Rd. To: Marshall Hill Rd.	0.60	0.70	09	0.10	3R Other DR	S	\$60,000			\$50,000	\$10,000	\$0	\$0	\$60,000
9	R9	CRP #906001 Birch Bay Lynden Rd & Blaine Rd - Intersection Improvements	21580	Road Name: Birch Bay Lynden Rd. From: Birch Bay Lynden Rd. To: Blaine Rd.	1.00	1.25	17	0.25	IS Illum SW Safety 3R	S	\$450,000			\$200,000	\$250,000	\$0	\$0	\$450,000
10	R10	CRP #918019 Smith Road & Northwest Drive - Intersection Improvements	75080	Road Name: Smith Road From: Smith Rd To: Smith Rd	1.40	1.60	16	0.40	RC IS Illum Safety	S	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
			74050	Road Name: Northwest Drive From: Northwest Dr To: Northwest Dr	3.50	3.70	16											
11	R11	CRP # 920016 Chief Martin Road - Pavement Rehabilitation, Cagey Rd to Kwina Rd	14110	Road Name: Chief Martin Road From: Cagey Road To: Kwina Road	0.00	2.50	06	2.50	3R Safety	S	\$10,000			\$10,000	\$0	\$0	\$0	\$10,000
12	R12	CRP #914001 Slater Road & Northwest Drive - Intersection Improvements (WSDOT Lead)	14760	Road Name: Slater Road From: Slater Rd To: Slater Rd	8.00	8.29	16	0.40	RC FP IS Illum Safety	S	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
			74050	Road Name: Northwest Drive From: Northwest Dr To: Northwest Dr	2.27	2.38	16											

(1)	(2)	(3)	(4)					(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road Segment Information					Project Length(mi.)	Project Type Code	Environmental Assessment	Sources of Funds			Estimated Expenditures Dollars				
			Road #	Road Name	BMP	EMP	FFC				County Road Funds	Other Funds		PE & CE (\$95.10)	Right of Way (\$95.20)	Construction		Grand Total (All 595)
												Amount	Program Source			Contract	County Forces	
13	R13	CRP #922018 Birch Bay Drive Crosswalk - New Crosswalk from Berm to Parks Facility	20010	Road Name: Birch Bay Drive From: Birch Bay Drive To: Birch Bay Drive	3.29	3.30	17	0.01	Safety Other	S	\$485,000			\$185,000	\$0	\$290,000	\$10,000	\$485,000
14	R14	CRP #912017 Lummi Nation - Transportation Projects						N/A	Other	S	\$1,655,000			\$350,000	\$150,000	\$1,155,000	\$0	\$1,655,000
15	R15	CRP 910002 Point Roberts - Transportation Improvements						N/A	Other	S	\$150,000			\$50,000	\$0	\$90,000	\$10,000	\$150,000
16	R16	CRP #915014 Innis Creek Road - Raise Road	88850	Road Name: Innis Creek Road From: Innis Creek Road To: Innis Creek Road	2.45	2.65	09	0.20	2R DR Other Safety	S	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
17	R17	CRP #921001 Birch Bay Drive - Pavement Rehabilitation, Jackson Rd to Shintaffer Rd	20010	Road Name: Birch Bay Drive From: Jackson Road To: Shintaffer Road	2.10	4.53	17	2.43	3R Safety	E	\$2,285,000			\$285,000	\$0	\$1,990,000	\$10,000	\$2,285,000
18	R19	CRP #915013 Turkington Road/Jones Creek - Road Guide Modification and Creek Channelization (R&F Lead)	89200	Road Name: Turkington Road From: Turkington Road To: Turkington Road	0.40	0.60	09	0.20	RC Other	S	\$300,000			\$0	\$0	\$300,000	\$0	\$300,000
19	R20	CRP #921003 Truck Road - 2020 Flood Damage Repair (R&F Lead)	89200	Road Name: Truck Road From: Truck Road To: Truck Road	0.40	0.60	09	0.20	3R K	S	\$70,000			\$0	\$0	\$70,000	\$0	\$70,000
20	R21	CRP 919002 Abbott Road - Levee Improvements, (R&F Lead)	55560	Road Name: Abbott Road From: Abbott Road To: Abbott Road	1.70	1.90	09	0.20	RC Other	S	\$10,000			\$10,000	\$0	\$0	\$0	\$10,000
21	R22	CRP #919001 Ferndale Road - Levee Improvements, (R&F Lead)	12800	Road Name: Ferndale Road From: Ferndale Road To: Ferndale Road	2.50	3.82	16	1.32	Other	S	\$10,000			\$10,000	\$0	\$0	\$0	\$10,000
22	R23	CRP #921004 Lake Louise Rd - Austin St. to Lake Whatcom Blvd, Pavement Rehabilitation	46010	Road Name: Lake Louise Road From: Austin Street To: Lake Whatcom Blvd.	0.00	4.06	16	4.06	3R Safety	E	\$30,000			\$25,000	\$5,000	\$0	\$0	\$30,000
23	R24	CRP #921005 Austin Street - Lake Louise Rd to Cable Street, Pavement Rehab with ADA Improvements	46020	Road Name: Austin Street From: Lake Louise To: Cable Street	0.00	0.37	16	0.37	3R SW Safety	S	\$25,000			\$15,000	\$10,000	\$0	\$0	\$25,000
24	R27	CRP #922002 Hampton Road - City of Lynden UAB to Van Buren	61700	Road Name: Hampton Road From: City of Lynden UAB To: Van Buren	0.14	4.79	06	4.65	Other 2R	E	\$1,000	\$4,000.00	RAP	\$5,000	\$0	\$0	\$0	\$5,000
25	R30	CRP #921019 Lakeway Drive Corridor Improvements - Safety and Multimodal Improvements	45690	Road Name: Lakeway Drive From: Lakeway Drive To: Lakeway Drive	0.00	1.39	16	1.39	Other P&T Safety	E	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
26	R31	CRP #908011 Lincoln Road II - Harborview Rd to Blaine Rd, Reconstruction and new road, non-motorized enhancement	26190	Road Name: Lincoln Road From: Harborview Road To: Blaine Road	0.00	1.00	19	1.00	RC NEW Other	S	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
27	R33	CRP #923005 Small Area Paving - 2023						N/A	3R 2R	E	\$650,000			\$50,000	\$0	\$590,000	\$10,000	\$650,000
28	R34	CRP # 923006 Birch Bay Lynden Rd - Rathbone Rd to Lynden City Limits	21580	Road Name: Birch Bay Lynden Rd From: Rathbone Rd To: City of Lynden	9.95	11.45	16	1.50	2R Other	S	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
29	R36	CRP #921007 South Pass Road	66040	Road Name: South Pass Road From: South Pass Road To: South Pass Road	3.50	3.65	07	0.15	2R Safety	E	\$20,000	\$20,000.00	ER	\$40,000	\$0	\$0	\$0	\$40,000
30	R38	CRP #922004 Birch Bay Drive/Lora Lane - Culvert Replacement, Replace large culvert un Bbay Dr at Lora Ln	20010	Road Name: Birch Bay Drive From: Birch Bay Drive To: Lora Lane	2.68	2.69	17	0.01	DR	S	\$30,000			\$30,000	\$0	\$0	\$0	\$30,000

PBB

(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)		
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Segment Information				Project Length(mi.)	Project Type Code	Environmental Assessment	Sources of Funds			Estimated Expenditures Dollars					
				Road Name	BMP	EMP	FFC				County Road Funds	Other Funds		PE & CE (\$95.10)	Right of Way (\$95.20)	Construction		Grand Total (All \$95)	
												Amount	Program Source			Contract	County Forces		
31	R39	CRP #922005 Birch Bay Lynden Rd/Kickerville Rd.	21580	Road Name: Birch Bay Lynden Rd. From: Birch Bay Lynden Rd. To: Kickerville Rd.	1.89	2.09	07	0.40	IS 3R Safety	S	\$5,000		\$5,000	\$0	\$0	\$0	\$5,000		
			21850	Road Name: Kickerville Rd. From: Kickerville Rd. To: Birch Bay Lynden Rd.	5.43	5.63	08												
32	R40	CRP #922006 Corridor Intersection Alternatives Analysis for Improvements - Birch Bay Lynden/Berthusen; Birch Bay Lynden/Enterprise; Birch Bay Lynden/Harborview; Birch Bay Dr/Harborview; Birch Bay Dr/Kickerville; Bay Rd/Kickerville; Bay Rd/Valley View					N/A	IS	S	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000		
33	R41	CRP #923007 Corridor Intersection Alternatives Analysis for Improvements - Hannegan/Hemmi; Hannegan/VanWyck; Noon/VanWyck					N/A	IS	S	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000		
34	R42	CRP #921020 Deer Trail Slide Damage Repair - Repair 2021 Slide Damage	26350	Road Name: Deer Trail From: Deer Trail To: Deer Trail	0.35	0.91	09	0.56	Other	S	\$130,000			\$30,000	\$0	\$90,000	\$10,000	\$130,000	
35	R43	CRP #923008 Portal Way - Birch Bay Lynden Rd to Blaine City Limits, Reconstruction	30410	Road Name: Portal Way From: BBay Lynden Rd To: Lynden City Limits	2.65	2.70	07	0.05	RC Other	S	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000	
36	B2	CRP #923009 Birch Bay Lynden Rd/California Creek - Culvert Replacement	21580	Road Name: Birch Bay Lynden Rd From: BBay Lynden Rd To: BBay Lynden Rd	2.65	2.70	07	0.05	DR Other	S	\$74,000	\$346,000.00	ER	\$400,000	\$20,000	\$0	\$0	\$420,000	
37	B3	CRP #917004 Jackson Road/Terrell Creek Bridge No. 81 - Replacement	21950	Road Name: Jackson Road From: Jackson Road To: Jackson Road	0.00	0.10	18	0.10	Other Br	S	\$335,000	\$65,000.00	BR	\$350,000	\$50,000	\$0	\$0	\$400,000	PBB
38	B5	CRP #913006 North Lake Samish/Bridge No. 107	44170	Road Name: North Lake Samish From: North Lake Samish To: North Lake Samish	0.01	0.11	08	0.10	Br P&T Other	S	\$1,237,000	\$6,698,000.00	BR	\$425,000	\$0	\$7,510,000	\$0	\$7,935,000	PBB
39	B6	CRP #920003 Goshen Road/Anderson Creek Bridge No. 248 - Replacement	56140	Road Name: Goshen Road From: Goshen Road To: Goshen Road	0.56	0.76	08	0.20	Br Other	S	\$40,000	\$200,000.00	BR	\$200,000	\$40,000	\$0	\$0	\$240,000	PBB
40	B11	CRP #919007 North Fork Rd / Kenney Creek - Fish Passage	89510	Road Name: N. Fork Rd From: N. Fork Rd To: N. Fork Rd	1.00	1.10	09	0.10	Br FP Other	S	\$575,000	\$2,975,000.00	FBRB	\$500,000	\$50,000	\$3,000,000	\$0	\$3,550,000	PBB
41	B12	CRP #921008 Deal Road - Fish Passage	89300	Road Name: Deal Road From: Deal Road To: Deal Road	0.00	0.10	09	0.10	FP	S	\$95,000			\$75,000	\$0	\$10,000	\$10,000	\$95,000	
42	B13	CRP #922007 Fox Road/California Creek - Fish Passage	22920	Road Name: Fox Road From: Fox Road To: Fox Road	1.07	1.17	09	0.10	FP	S	\$255,000			\$250,000	\$5,000	\$0	\$0	\$255,000	
43	B14	CRP #921021 Nulle Road/Friday Creek Bridge No. 106 - Rehabilitation	41830	Road Name: Nulle Road From: Nulle Road To: Nulle Road	0.15	0.25	09	0.10	3R	S	\$700,000			\$100,000	\$0	\$590,000	\$10,000	\$700,000	
44	F1	CRP #919008 Replacement of Whatcom Chief & Terminal Modification - New Ferry and Terminal Modifications						N/A	Ferry	S	\$287,000	\$500,000.00 \$500,000.00 \$149,000.00	CFCIP Fed Misc WA Misc	\$1,021,000	\$0	\$415,000	\$0	\$1,436,000	
45	F2	CRP #919009 Relocation of Gooseberry Terminal						N/A	Ferry Other	S	\$50,000			\$50,000	\$0	\$0	\$0	\$50,000	
46	Y1	CRP #923010 Various Bridge Rehabilitation/Replacement						N/A	Other Br	I	\$300,000			\$50,000	\$0	\$240,000	\$10,000	\$300,000	

(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Segment Information				Project Length(mi.)	Project Type Code	Environmental Assessment	Sources of Funds			Estimated Expenditures Dollars				
				Road Name	BMP	EMP	FFC				County Road Funds	Other Funds		PE & CE (\$95.10)	Right of Way (\$95.20)	Construction		Grand Total (All 595)
												Amount	Program Source			Contract	County Forces	
47	Y2	CRP #923011 Right of Way Acquisition - Various Locations					N/A	Other	E	\$50,000			\$0	\$50,000	\$0	\$0	\$50,000	
48	Y3	CRP #923012 Unanticipated Site Improvements - As prioritized					N/A	Other	E	\$300,000			\$30,000	\$0	\$260,000	\$10,000	\$300,000	
49	Y4	CRP #923013 Unanticipated Stormwater Quality Improvements					N/A	DR Other	S	\$120,000			\$20,000	\$0	\$90,000	\$10,000	\$120,000	
50	Y5	CRP #923014 Unanticipated Non-motorized Transportation Improvements - Various locations					N/A	SW P&T Safety	I	\$170,000			\$20,000	\$0	\$140,000	\$10,000	\$170,000	
51	Y6	CRP #923015 Fish Passage Projects - Various locations					N/A	FP	S	\$50,000			\$50,000	\$0	\$0	\$0	\$50,000	
52	Y7	CRP #923016 Swift Creek Transportation Impacts - Various projects related to Sumas Mtn/Swift Creek					N/A	Other		\$100,000			\$10,000	\$0	\$90,000	\$0	\$100,000	
53	Y8	CRP #923017 Railroad Crossing Improvements - Various locations					N/A	Other 2R Safety	I	\$200,000			\$50,000	\$0	\$140,000	\$10,000	\$200,000	
54	Y9	CRP #923018 Beam Guardrail Replacements/Upgrades - Various locations					N/A	Safety	I	\$350,000			\$50,000	\$0	\$290,000	\$10,000	\$350,000	
55	Y10	CRP #923018 ADA Barrier Removal - ADA Transition plan priorities, multiple locations					N/A	SW	I	\$200,000			\$50,000	\$0	\$140,000	\$10,000	\$200,000	
										\$15,554,000	\$13,982,000	\$6,066,000	\$960,000	\$22,360,000	\$150,000	\$29,536,000		

Proposed Amendment to:
2023-2024 Budget Exhibit B
2023 Capital Appropriations

Exhibit C

Department	Fund	Road Proj #	Project Title	Year	Cost
Road Capital Program					
Public Works	Road Fund	923001	Drayton Harbor Road - Repair of Nov 2021 roadway & slope failure	2023	\$ 300,000
Public Works	Road Fund	923002	Manley Road - Repair of Nov 2021 Fill slope failure	2023	\$ 610,000
Public Works	Road Fund	923003	Sunset Avenue - Repair of Nov 2021 roadway and slope failure	2023	\$ 125,000
Public Works	Road Fund	923004	Beach Avenue & Island Drive (Lummi Island) - Repair Nov 2021 roadway & slope failure	2023	\$ 175,000
Public Works	Road Fund	907001	Birch Bay Drive & Pedestrian Facility from Lora Lane to Cedar Avenue	2023	\$ 100,000
Public Works	Road Fund	919005	Samish Way/Galbraith Lane - Pedestrian Crosswalk	2023	\$ 110,000
Public Works	Road Fund	921022	Marshall Hill Road - Slide Repair/Culvert Replacement	2023	\$ 60,000
Public Works	Road Fund	922018	Birch Bay Drive Crosswalk - New Crosswalk from Berm to Parks Facility	2023	\$ 485,000
Public Works	Road Fund	910002	Point Roberts - Transportation Improvements	2023	\$ 150,000
Public Works	Road Fund	921001	Birch Bay Drive - Pavement Rehabilitation, Jackson Rd to Shintaffer Rd	2023	\$ 2,285,000
Public Works	Road Fund	915013	Turkington Road/Jones Creek - Road Guide Modification and Creek Channelization	2023	\$ 300,000
Public Works	Road Fund	921003	Truck Road - 2020 Flood Damage Repair (R&F Lead)	2023	\$ 70,000
Public Works	Road Fund	923005	Small Area Paving - 2023	2023	\$ 650,000
Public Works	Road Fund	921007	South Pass Road	2023	\$ 40,000
Public Works	Road Fund	921020	Deer Trail Slide Damage Repair - Repair 2021 Slide Damage	2023	\$ 130,000
Public Works	Road Fund	923009	Birch Bay Lynden Rd/California Creek - Culvert Replacement	2023	\$ 420,000
Public Works	Road Fund	921008	Deal Road - Fish Passage	2023	\$ 95,000
Public Works	Road Fund	922007	Fox Road/California Creek - Fish Passage	2023	\$ 255,000
Public Works	Road Fund	921021	Nulle Road/Friday Creek Bridge No. 106 - Rehabilitation	2023	\$ 700,000
Public Works	Road Fund	919008	Replacement of Whatcom Chief & Terminal Modification - New Ferry & Terminal Mods	2023	\$ 1,436,000
Public Works	Road Fund	919009	Relocation of Gooseberry Terminal	2023	\$ 50,000
Road Fund Total					\$ 8,546,000



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-660

File ID:	AB2022-660	Version:	1	Status:	Agenda Ready
File Created:	11/08/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project based budget for the North Lake Samish Road Bridge No. 107
Replacement Fund, request no. 2

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of \$1,027,368 to fund additional preliminary engineering and construction costs
for a total project budget of \$12,272,368.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Exhibit A, Supplemental Budget Request

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BASED BUDGET FOR THE NORTH LAKE
SAMISH ROAD BRIDGE NO. 107 REPLACEMENT FUND, REQUEST NO. 2**

WHEREAS, then North Lake Samish Road Bridge No. 107 Replacement project is Item Number B4 on the 2022-2027 Six Year Transportation Improvement Program; and

WHEREAS, ordinance 2018-069 established the North Lake Samish Road Bridge No. 107 Replacement fund with an initial budget of \$770,000 in local funds for work on preliminary engineering, environmental permitting and real estate acquisition; and

WHEREAS, ordinance 2022-051 amended this project based budget to bring in an additional \$10,475,000 in funds to complete preliminary engineering and to fully fund the construction phase of the project; and

WHEREAS, Whatcom County has been awarded \$8,997,310 in federal bridge replacement funds for the construction phase of this project; and

WHEREAS, Whatcom County and the Washington State Department of Transportation will be entering into a local agency agreement to obligate these federal funds in the 4th quarter of 2022; and

WHEREAS, the project revenues from the Samish Water District to address their utility work, which are not included in the current project base budget, need to be included; and

WHEREAS, additional preliminary engineering funds are needed to support the federal fund obligation process and to provide support during the bidding phase of the project; and

WHEREAS, additional construction funds are needed based on updated bridge construction estimates with construction scheduled to begin in the 2nd quarter of 2023; and

WHEREAS, this is a multi-year capital project requiring budget approval,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2018-069 is hereby further amended adding \$1,027,368 of expenditure authority, as described in Exhibit A, to the amended project budget total of \$11,245,000 for a new total of \$12,272,368 effective January 1, 2023.

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ADOPTED 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:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

() Approved () Denied

Approved by email/C Quinn/R Rydel

Christopher Quinn
Senior Deputy Prosecuting Attorney
Civil Division

Satpal Singh Sidhu
County Executive

Date Signed: _____

Exhibit "A"

Project Title: **North Lake Samish Bridge No. 107 Replacement (Fund 378)**

Project Codes: **CRP No. 913006**

Project Based Budget Request: **Request #2**

Budget Account	Project Activity	Current Approved Project Budget	Amended Project Budget Request	New Approved Project Budget
595110	Preliminary Engineering (In-House)	\$307,050		\$307,050
595110	Preliminary Engineering (Consultant)	\$465,000	\$93,868	\$558,868
595510	Contingency For Project	\$650,000		\$650,000
595200	Right of Way	\$132,950		\$132,950
595510	Construction (Bridge)	\$9,100,000	\$315,500	\$9,415,500
595510	Construction (Lake Samish Water District)		\$618,000	\$618,000
595120	Construction Engineering (In-House & Consultant)	\$590,000		\$590,000
TOTAL		\$11,245,000	\$1,027,368	\$12,272,368
Object Account	Project Funding	Current Approved Project Revenue	Amended Project Revenue Request	New Approved Project Revenue
8301	Local Funds (transfer from Road Fund)	\$1,597,690	\$409,368	\$2,007,058
8301	Local Funds (transfer from Road Fund) - Contingency	\$650,000		\$650,000
4333.2021	Federal Bridge Replacement Funding	\$8,997,310		\$8,997,310
4344.1000	Lake Samish Water District		\$618,000	\$618,000
TOTAL		\$11,245,000	\$1,027,368	\$12,272,368

Supplemental Budget Request

Status: Pending

Public Works

Engineering Bridge & Hydraulic

Suppl ID # 3821

Fund 378

Cost Center 378100

Originator: J. Lee

Expenditure Type: One-Time

Year 2

2022

2023 Add'l FTE ☐

Add'l Space ☐

Priority

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Name of Request: PBB 378 N Lk Samish Br Req 2

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4344.1000	Road Repair & Maint	(\$618,000)
	6630.595110	Professional Services	\$93,868
	7380.595510	Other Improvements	\$618,000
	7380.595510	Other Improvements	\$315,500
	8301.108	Operating Transfer In	(\$409,368)
	Request Total		\$0

1a. Description of request:

This project is located on the north end of Lake Samish in Section 27, T37N, R3E. This project will replace the existing 250-foot span structurally deficient bridge which has reached the end of its service life. This project is listed as Item No. B4 on the 2022-2027 Six Year Transportation Improvement Program.

The existing North Lake Samish Bridge No. 107 is a 250-foot span all timber structure which is considered structurally deficient due to deterioration in the timber glulam girders. It is currently weight restricted and has a temporary stop sign controlled one-lane restriction across the bridge center span to address the deficiencies. The existing bridge will be replaced with a new precast concrete girder bridge structure.

1b. Primary customers:

General public, emergency services and residents of the greater Lake Samish area.

2. Problem to be solved:

Replace the existing structurally deficient and restricted bridge with a new precast concrete girder bridge structure that will allow for the unrestricted movement of all legal loads.

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

The outcome of this project will be replacement of the existing timber bridge structure with a new concrete bridge structure.

4b. Measures:

Completion of the new bridge structure.

5a. Other Departments/Agencies:

N/A

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

James E. Lee, P.E., Bridge Program Manager

6. Funding Source:

Supplemental Budget Request

Status: Pending

Public Works

Engineering Bridge & Hydraulic

Supp'l ID # 3821

Fund 378

Cost Center 378100

Originator: J. Lee

Whatcom County has been awarded \$8,997,310 in federal bridge replacement funds for the construction phase of this project. Road funds will be utilized to provide the additional \$409,368 in project funding requested for the construction phase of this project.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-661

File ID:	AB2022-661	Version:	1	Status:	Agenda Ready
File Created:	11/08/2022	Entered by:	jsmiley@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The attached ordinance amends Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts, by extending the sunset date for the Drayton Harbor, Portage Bay, and Birch Bay Shellfish Protection Districts to December 31, 2026 so that necessary improvements in water quality may be achieved in these districts

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: Staff Memo, Proposed ordinance

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Elizabeth Kosa
Interim Director**




NATURAL RESOURCES

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

MEMORANDUM

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

THROUGH: Elizabeth Kosa, Interim Public Works Director

FROM: Gary Stoyka, Natural Resources Manager 

DATE: November 8, 2022

RE: Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts

Requested Action

Enclosed for your review and approval is an ordinance amending Whatcom County Code 16.20 Whatcom County Shellfish Protection Districts.

Background and Purpose

The current sunset date for the three Shellfish Protection Districts (Drayton Harbor, Portage Bay, and Birch Bay) is December 31, 2022. It is necessary to continue the work of these districts as adequate improvements in water quality have not been achieved in Drayton Harbor and Portage Bay to regain year-round tribal, commercial, and recreational shellfish harvest. Additionally, long-term commitment to water quality protection is needed to maintain upgrades that have been achieved in Birch Bay, Drayton Harbor, and Portage Bay.

RCW 90.72 requires the legislative authority of a county to create a shellfish protection district within 180 days of the State Department of Health closing or downgrading a shellfish growing area due to the degradation of water quality from ongoing non-point source pollution. The regulations also require that a shellfish protection program be developed to identify and address the causes of the pollution.

The Whatcom County Council created a shellfish protection district for Drayton Harbor in July 1995, for Portage Bay in March 1998, and for Birch Bay in May 2009. These actions were required as a result of closures and downgrades in these areas due to pollution. Advisory committees were formed for all districts to assist the Council by helping to identify and address the various pollution sources that could be affecting the shellfish growing areas. Shellfish recovery plans have been created and are being implemented for each of the districts.

Please contact Erika Douglas at extension 6294 or Gary Stoyka at 6218 with any questions.

Encl.

1 Drayton Harbor/Portage Bay/Birch Bay Shellfish Ord. 2022

SPONSORED BY: _____
PROPOSED BY: Public Works
INTRODUCED: _____

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6 ORDINANCE NO. 2022-

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8 AMENDING WHATCOM COUNTY CODE 16.20
9 WHATCOM COUNTY SHELLFISH PROTECTION DISTRICT
10

11 WHEREAS, on July 18, 1995, the Whatcom County Council adopted
12 Ordinance 95-036, creating the Drayton Harbor Shellfish Protection District, with a
13 sunset date of December 31, 1998; and

14 WHEREAS, on March 24, 1998, the Whatcom County Council amended the
15 Whatcom County Code Chapter 16.20 to create the Portage Bay Shellfish Protection
16 District; and

17 WHEREAS, the Whatcom County Council subsequently adopted Ordinances 98-
18 069, 2000-028, 2002-069, 2004-061, 2007-003, and 2008-55, each extending the
19 sunset date for the Drayton Harbor and Portage Bay Shellfish Protection Districts by two
20 years; and

21 WHEREAS, on May 26, 2010, the Whatcom County Council amended the
22 Whatcom County Code Chapter 16.20 to create the Birch Bay Shellfish Protection
23 District; and

24 WHEREAS, the Whatcom County Council subsequently adopted Ordinances 2019-
25 006, 2014-058, 2012-055 and 2010-046 extending the sunset date for the Drayton
26 Harbor, Portage Bay, and Birch Bay Shellfish Protection Districts; and

27 WHEREAS, the Whatcom County Council adopted Ordinance 2012-055 creating
28 four-year terms for advisory committee members; and

29 WHEREAS, the Whatcom County Council adopted Ordinance 2020-031 waiving the term
30 limit for advisory committee members; and

31 WHEREAS, numerous efforts have occurred in the Drayton Harbor, Portage Bay,
32 and Birch Bay Shellfish Districts to eliminate or reduce pollutants that are affecting the
33 shellfish beds, through improved partnerships, cooperative efforts and increased
34 community involvement; and

35 WHEREAS, work needs to continue to ensure that approved shellfish harvest
36 areas maintain "approved" status, and remaining "conditionally approved" and
37 "prohibited" areas are reopened, and

WHEREAS, the Birch Bay Watershed and Aquatic Resources Management (BBWARM) District provides oversight and recommendations regarding water quality issues including issues related to shellfish protection and serves as the Birch Bay Shellfish Protection District advisory committee, and

NOW THEREFORE, BE IT ORDAINED by the Whatcom County Council that the sunset dates for the Drayton Harbor Shellfish Protection District, the Portage Bay Shellfish Protection District, and the Birch Bay Shellfish Protection District shall be extended to December 31, 2026, as indicated in Exhibit A to this Ordinance.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

/s/Christopher Quinn 11.9.22 by JS
Christopher Quinn
Senior Deputy Prosecuting Attorney-Civil Division

Satpal Singh Sidhu
County Executive

Chapter 16.20

WHATCOM COUNTY SHELLFISH PROTECTION DISTRICTS

Sections:

- [16.20.010](#) Establishment and authority of district.
- [16.20.015](#) Purpose.
- [16.20.016](#) Establishment of program.
- [16.20.020](#) District boundaries.
- [16.20.040](#) Revenue authority.
- [16.20.045](#) Collection of charges or rates and exemptions.
- [16.20.050](#) Sunset date and dissolution of district.
- [16.20.060](#) Relationship with other entities.
- [16.20.065](#) Advisory groups.
- [16.20.090](#) Severability.

16.20.010 Establishment and authority of district.

There is hereby established the Drayton Harbor, Portage Bay, and Birch Bay shellfish protection districts under the authority of Chapter 90.72 RCW, Shellfish Protection Districts. (Ord. 2019-006 Exh. A, Ord. 2014-058 Exh. A, Ord. 2012-055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).

16.20.015 Purpose.

The purpose of these districts is to provide services to citizens experiencing nonpoint pollution of surface water drainages and coastal waters and to implement those portions of the Drayton Harbor, Portage Bay, and Birch Bay closure response strategies necessary to allow removal of the Drayton Harbor, Portage Bay, and Birch Bay downgrades and maintain year-round shellfish harvest. (Ord. 2019-006 Exh. A, Ord. 2014-058 Exh. A, Ord. 2012-055; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).

16.20.016 Establishment of program.

The Birch Bay Initial Closure Response Strategy, dated April 28, 2009, is hereby adopted as the Birch Bay shellfish protection program. The Portage Bay Initial Closure Response Strategy, dated February 10, 1998, and updated as the Portage Bay Shellfish Recovery Plan- 2014 Update (Res. 2014-027) is hereby adopted as the Portage Bay shellfish protection program. The Drayton Harbor Shellfish Growing Area Initial Closure Response Strategy, dated May 1995, and updated as the Drayton Harbor Shellfish Protection District Recovery Plan- 2007 Update (Res. 2007-024) is hereby adopted as the Drayton Harbor shellfish protection plan. (Ord. 2019-006 Exh. A, Ord. 2014-058

Exh. A; Ord. 2012-055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C).

16.20.020 District boundaries.

The Drayton Harbor shellfish protection district shall be the approximate area included in the Drayton Harbor watershed and contained within the boundaries that are declared as follows:

Commencing on the forty-ninth parallel at the point dividing the American and Canadian territory in the Gulf of Georgia; thence easterly along said international boundary line to the intersection of Markworth Road; thence southerly along the centerline of Markworth Road to the intersection of Badger Road; thence easterly along the centerline of Badger Road to the intersection of Glendale Road; thence southerly along the centerline of Glendale Road to the intersection of Loomis Trail Road; thence westerly along the centerline of Loomis Trail Road to the intersection of Bob Hall Road; thence southerly along the centerline of Bob Hall Road to the intersection of Birch Bay Lynden Road; thence westerly along the centerline of Birch Bay Lynden Road to the intersection of Woodland Road; thence southerly along the centerline of Woodland Road to the intersection of Harksell Road; thence easterly along the centerline of Harksell Road to the intersection of Enterprise Road; thence southerly along the centerline of Enterprise Road to the intersection of Aldergrove Road; thence westerly along the centerline of Aldergrove Road to the intersection of Olson Road; thence northerly along the centerline of Olson Road to the intersection of Grandview Road; thence westerly along the centerline of Grandview Road to the intersection of Valley View Road; thence northerly along the centerline of Valley View Road to the intersection of Bay Road; thence westerly along the centerline of Bay Road to the intersection of Kickerville Road; thence northerly along the centerline of Kickerville Road to the intersection of Birch Bay Lynden Road; thence westerly along the centerline of Birch Bay Lynden Road to the intersection of Blaine Road; thence northerly along the centerline of Blaine Road to the intersection of Lincoln Road; then westerly along the centerline of Lincoln Road to where it becomes Semiahmoo Parkway; thence following the centerline of Semiahmoo Parkway to the intersection of Drayton Harbor Road; thence following a line running off-shore to the point of origin in the Gulf of Georgia, plotted in such a manner as to follow existing boundaries of land parcels.

The Portage Bay shellfish protection district shall be the approximate area included in the Nooksack watershed and contained within the boundaries that are declared as follows:

Commencing on the forty-ninth parallel at the intersection of Markworth Road; thence easterly along said international boundary line to the easterly section line of Township 41 North, Range 3 East, Section 35; thence southerly along said section line to the intersection of Halverstick Road; thence westerly along the centerline of Halverstick

140 Road to the easterly section line of Township 40 North, Range 3 East, Section 3; thence
141 southerly along said section line to the northerly line of Township 40 North, Range 3
142 East, Section 11; thence easterly along said section line to the easterly section line of
143 Township 40 North, Range 3 East, Section 11; thence southerly along said section line
144 to the intersection of East Badger Road; thence easterly along the centerline of East
145 Badger Road to the intersection of Trap Line Road; thence southerly along the
146 centerline of Trap Line Road to the intersection with the City Limits of Everson; thence
147 proceeding easterly along the City Limits of Everson to the intersection with the City
148 Limits of Nooksack; thence proceeding along the City Limits of Nooksack to the easterly
149 section line of Township 40 North, Range 4 East, Section 31; thence southerly along
150 said section line to the northerly section line of Township 39 North, Range 4 East,
151 Section 5; thence easterly along said section line to the intersection with Nooksack
152 Road; thence southerly along the centerline of Nooksack Road to the intersection with
153 Hopewell Road; thence easterly along the centerline of Hopewell Road to the
154 intersection with Lawrence Road; thence southerly along the centerline of Lawrence
155 Road to the northerly section line of Township 39 North, Range 4 East, Section 21;
156 thence easterly along said section line to the westerly section line of Township 39
157 North, Range 4 East, Section 13; thence northerly along said section line to the
158 northerly section line of Township 39 North, Range 4 East, Section 1; thence easterly
159 along said section line to the westerly section line of Township 40 North, Range 5 East,
160 Section 31; thence northerly along said section line to the northerly section line of
161 Township 40 North, Range 5 East, Section 31; thence easterly along said section to the
162 westerly line of Township 40 North, Range 5 East, Section 28; thence northerly along
163 said section line to the northerly line of Township 40 North, Range 5 East, Section 4;
164 thence easterly along said section line to the westerly section line of Township 41
165 North, Range 5 East, Section 34; thence northerly along said section to the 49th
166 parallel; thence easterly along the 49th parallel to the easterly section line of Township
167 41 North, Range 5 East, Section 36; thence southerly along said section line to the
168 northerly section line of Township 40 North, Range 6 East, Section 6; thence easterly
169 along said section line to the easterly section line of Township 40 North, Range 6 East,
170 Section 5; thence southerly along said section to the northerly section line of Township
171 40 North, Range 6 East, Section 9; thence easterly along said section line to the
172 National Forest Boundary; thence proceeding southerly along said National Forest
173 Boundary to the boundary between Whatcom County and Skagit County; thence
174 westerly along said County boundary to the westerly section line of Township 37 North,
175 Range 5 East, Section 34; thence northerly along said section line to the southerly
176 section line of Township 37 North, Range 5 East, Section 21; thence westerly along said
177 section line to the westerly section line of Township 37 North, Range 5 East, Section
178 21; thence northerly along said section line to the southerly section line of Township 37
179 North, Range 5 East, Section 17; thence westerly along said section line to the westerly
180 section line of Township 37 North, Range 4 East, Section 13; thence northerly along
181 said section line to the southerly section line of Township 37 North, Range 4 East,
182 Section 11; thence westerly along said section line to the westerly section line of
183 Township 37 North, Range 4 East, Section 11; thence northerly along said section line

to the southerly section line of Township 38 North, Range 4 East, Section 15; thence westerly along said section line to the westerly section line of Township 38 North, Range 4 East, Section 17; thence northerly along said section line to the southerly section line of Township 38 North, Range 4 East, Section 7; thence westerly along said section line to the westerly section line of Township 38 North, Range 4 East, Section 7; thence northerly along said section line to the intersection of East Smith Road; thence westerly along the centerline of East Smith Road to the easterly section line of Township 39 North, Range 3 East, Section 31; thence southerly along said section line to the intersection of Kelly Road; thence westerly along the centerline of Kelly Road to the intersection of Guide Meridian; thence southerly along the centerline of Guide Meridian to the southerly section line of Township 38 North, Range 2 East, Section 1; thence westerly along said section line to the easterly section line of Township 38 North, Range 2 East, Section 11; thence southerly along said section to the southerly line of Township 38 North, Range 2 East, Section 11; thence westerly along said section to the easterly section line of Township 38 North, Range 2 East, Section 16; thence southerly along said section line to the intersection with Bellingham Bay; thence recommencing at the westerly section line of Township 38 North, Range 2 East, Section 20 in the Nooksack Delta; thence northerly along said section line to the northerly section line of Township 38 North, Range 2 East, Section 17; thence easterly along said section line to the centerline of the Nooksack River; thence following the centerline of the Nooksack River to the intersection with the City Limits of Ferndale; thence westerly, proceeding along the City Limits of Ferndale to the intersection with Mt. View Road; thence westerly along the centerline of Mt. View Road to the intersection with the City Limits of Ferndale; thence northerly, proceeding along the City Limits of Ferndale to the intersection with Church Road; thence northerly along the centerline of Church Road to the intersection of Aldergrove Road; thence easterly along the centerline of Aldergrove Road to the intersection of Enterprise Road; thence northerly along the centerline of Enterprise Road to the intersection of Harksell Road; thence westerly along the centerline of Harksell Road to the intersection of Woodland Road; thence northerly along the centerline of Woodland Road to the intersection of Birch Bay-Lynden Road; thence easterly along the centerline of Birch Bay-Lynden Road to the intersection of Bob Hall Road; thence northerly along the centerline of Bob Hall Road to the intersection of Loomis Trail Road; thence easterly along the centerline of Loomis Trail Road to the intersection of Glendale Road; thence northerly along the centerline of Glendale Road to the intersection of West Badger Road; thence westerly along the centerline of West Badger Road to the intersection of Markworth Road; thence northerly along the centerline of Markworth Road to the forty-ninth parallel, POB.

The Birch Bay shellfish protection district shall be the approximate area of the Birch Bay watershed and contained within the boundaries that are declared as follows:

The Birch Bay Stormwater Management Plan Sub Flood Zone comprises all or portions of Sections 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, and 36, Township 40 North, Range 1 West, Sections 1, 2, 3, 10, 11, 12, 13, 14, and 24, Township 39 North,

Range 1 West, Sections 2 through 18, 21,22,23, 24, and 28, Township 39 North, Range 1 East, and Sections 19, 20, 29, 30, 31, 32, 33, Township 40 North, Range 1 East, of Willamette Meridian; said Sub Flood Zone boundary more particularly described as follows: (For the purposes of this description Section, Township, and Range may be abbreviated as Section #, T # N., R # E. or W. and abbreviations NE for Northeast, NW for Northwest, SW for Southwest, and SE for Southeast may be used.)

Commencing at the point of intersection of the Line of Ordinary High Tide of Semiahmoo Bay with the Southwesterly line of Tract A, Plat of Boundary Ridge in Section 10, T. 40 N., R. 1 W., said point being the True Point of Beginning; Thence Southeasterly along said Southwesterly line of Tract A, and the Southeasterly extension thereof, 646 feet, more or less, to the centerline of Semiahmoo Parkway; Thence generally Southerly along the centerline of Semiahmoo Parkway 1.5 miles, more or less, to the North-South Center Section Line of Section 14, T. 40 N., R. 1 W.; Thence Northeasterly 750 feet, more or less, to a point 350 feet due South of the most Westerly corner of Lot 65, Saint Andrew's Green Division IV – Phase A; Thence Southeasterly 2000 feet, more or less, to the $\frac{1}{4}$ Section Corner common to Sections 13 and 14, T. 40 N., R. 1 W.; Thence Southeasterly 1360 feet, more or less, to the SE corner of the North 10 acres of the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 13; Thence Southeasterly 2214 feet, more or less, to the SE corner of the West 20 acres of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 13; Thence Southeasterly 2380 feet, more or less, to the NE Corner of Section 19, T. 40 N., R. 1 E.; Thence Southeasterly 1000 feet, more or less, to the intersection of the centerlines of Seafair Drive and Oakridge Drive, Plat of Harborview Estates; Thence Southeasterly 450 feet, more or less, to the SE corner of Lot 17, said Plat of Harborview Estates; Thence Southeasterly 500 feet, more or less, to the intersection of the centerlines of Glendale Drive and Bayshore Drive, Plats of said Harborview Estates and Lincoln Green, Division No. 1; Thence Easterly 1015.73 feet along the centerline of said Bayshore Drive to the center of the cul-de-sac at the Easterly end of said Bayshore Drive; Thence Southeasterly 200 feet, more or less, to the NW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 19; Thence Southeasterly 2820 feet, more or less, to the NW corner of the South 330 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, T. 40 N., R. 1 E.; Thence Southeasterly 2750 feet, more or less, to the NE corner of Croft's Short Plat; Thence Easterly 440 feet, more or less, to the NE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 20; Thence Southeasterly 1554 feet, more or less, to a point on the Section Line common to said Sections 20 and 29, T. 40 N., R. 1 E., 500 feet Westerly of the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 29; Thence Southwesterly 1554 feet, more or less, to the SW corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 29; Thence Southeasterly $\frac{1}{4}$ mile, more or less to the SE corner of Lot 92, plat of Double RR Ranch; Thence Southeasterly 875 feet, more or less, to the NE corner of Lot 46, said Plat of Double RR Ranch; Thence Southerly 700 feet, more or less, to the NE corner of Lot 39, said Plat of Double RR Ranch; Thence Southwesterly 540 feet, more or less, to the SW corner of Lot 26, said plat of Double RR Ranch; Thence Easterly 460 feet, more or less, to the SE corner of Lot 37, said plat of Double RR Ranch; Thence Southeasterly 962 feet, more or less, to the center of the SE $\frac{1}{4}$ of

269 the SE ¼ of said Section 29; Thence Southeasterly 710 feet, more or less, to a point on
270 the North line of Section 32, T. 40 N., R. 1 E. 397 feet Westerly of the NE Corner of said
271 Section 32; Thence Southeasterly 2166 feet, more or less, to the center of the NW ¼ of
272 Section 33, T. 40 N., R. 1 E.; Thence Easterly along the East-West centerline of said NW
273 ¼ 660 feet, more or less to the Northwesternly right-of-way line of the GNRR (BNSF)
274 Spur; Thence Southwesterly one mile, more or less, along said Northwesternly right-of-
275 way line to the Section Line common to said Section 32 and Section 5, T. 39 N., R 1 E.;
276 Thence Southeasterly 1458 feet, more or less to the NW corner of the SW ¼ of the NW
277 ¼ of the NW ¼ of Section 4, T. 39 N., R 1 E.; Thence Southeasterly 1476 feet, more or
278 less, to the NW corner of the SE ¼ of the NW ¼ of said Section 4; Thence Easterly
279 1320 feet, more or less, to the NE corner of said SE ¼ of the NW ¼; Thence
280 Southeasterly 3300 feet, more or less, to the NE corner of the SE ¼ of the NE ¼ of the
281 SE ¼ of said Section 4; Thence Southeasterly 1361 feet, more or less, to the SE corner
282 of Lot 3, Grandview Highlands Short Plat in Section 3, T. 39 N., R 1 E.; Thence East
283 1320 feet, more or less, to the North-South Center Section Line of said Section 3;
284 Thence Southeasterly 4290 feet, more or less, to the SE corner of the SW ¼ of the SW
285 ¼ of Section 2, T. 39 N., R 1 E.; Thence Southeasterly 2800 feet, more or less, to the
286 most Easterly corner of Lot A, Grandview Hill Estates Cluster Short Plat #2; Thence
287 Southeasterly 1050 feet, more or less, to a point on the East-West Center Section Line
288 of Section 11, T. 39 N., R 1 E., 1 rod Westerly of the NE corner of the NW ¼ of the SE
289 ¼ of said Section 11; Thence Southwesterly 677 feet, more or less, to the midpoint of
290 the South line of the North ½ of the East ½ of the East ½ of said NW ¼ of the SE ¼;
291 Thence Southeasterly 841feet, more or less, to a point on the South line of the NE ¼ of
292 the SE ¼ of said Section 11, 355.71 feet Easterly of the SW corner of said NE ¼ of the
293 SE ¼; Thence Southeasterly 689 feet, more or less, to a point 105 feet West of the
294 center of the SE ¼ of the SE ¼ of said Section 11; Thence East 105 feet to said center
295 of the SE ¼ of the SE ¼; Thence Southeasterly 933 feet, more or less, to the NE
296 Corner of said Section 13, T. 39 N., R 1 E.; Thence Easterly 240 feet along the North
297 line of said Section 13; Thence Southeasterly 935 feet, more or less, to the NW corner
298 of Lot 2, Unruh Heights Short Plat; Thence Southeasterly 1462 feet, more or less, to a
299 point on the South line of the West ½ of the NE ¼ of the NW ¼ of said Section 13,
300 1rod Westerly of the SE corner of said West ½; Thence Southeasterly 1483 feet, more
301 or less, to the Center of said Section 13; Thence Southeasterly to the SE corner of Lot
302 126, Plat of Pacific Highlands Division No. 4; Thence generally Southerly following along
303 the Easterly boundary line of said Plat to the SE corner of Lot 153 of said Plat; Thence
304 Southeasterly to the NW corner of Lot 8, Block 4, Plat of Pacific Heights Phase I,
305 Thence Southerly along the West line of said Plat 38.51 feet; Thence Southerly 275
306 feet, more or less, to a point on the South line of said Section 13, 285.5 feet West of
307 the SE corner of the SW ¼ of the SE ¼ of said Section 13; Thence Southeasterly 1325
308 feet, more or less, to a point on the South line of the NW ¼ of the NE ¼ of Section 24,
309 T. 39 N., R 1 E., 165 feet Westerly of the SE corner of said NW ¼ of the NE ¼; Thence
310 Westerly 495 feet, more or less, along the South line of said NW ¼ of the NE ¼ to the
311 SW corner of the SE ¼ of said NW ¼ of the NE ¼; Thence Southwesterly to a point on
312 the North-South Center Section Line of said Section 24, 300 feet Southerly of the NE

313 corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 24; Thence Southwesterly 1063 feet,
314 more or less, to a point on the South line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, 300 feet Westerly
315 of the SE corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; Thence Northwesterly 1072 feet, more or
316 less, to a point on the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, 330 feet Northerly of the
317 SW corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; Thence Northerly 990 feet, more or less, along
318 the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the center of the NW $\frac{1}{4}$ of said Section 24;
319 Thence Northwesterly 738 feet, more or less, to the center of the South $\frac{1}{2}$ of the NW
320 $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 24; Thence Northwesterly 467 feet, more or less, to a
321 point on the South line of the North $\frac{1}{2}$ of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, 330 feet Easterly of
322 the SW corner of said North $\frac{1}{2}$; Thence Northwesterly to a point on the North line of
323 said Section 24, 150 feet Easterly of the NW Corner of said Section 24; Thence
324 Northwesterly 427 feet, more or less, to a point on the West line of Section 13, T. 39
325 N., R. 1 E., 400 feet Northerly of the SW corner of said Section 13; Thence West 200
326 feet; Thence Southerly 400 feet, more or less, to a point on the South line of Section
327 14, T. 39 N., R. 1 E., 200 feet Westerly of the SE corner of said Section 14; Thence
328 Southwesterly 1300 feet, more or less, to the Northeast corner of the SE $\frac{1}{4}$ of the NW
329 $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, T. 39 N. R. 1 E.; Thence Southerly 660 feet, more of less,
330 to the center of the NE $\frac{1}{4}$ of said Section 23; Thence Northwesterly 1361 feet, more or
331 less, to the Northwest corner of the South 330 feet of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the
332 NE $\frac{1}{4}$ of said Section 23; Thence Northerly 330 feet, more or less, to the Northwest
333 corner of the SW $\frac{1}{4}$ of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; Thence Northwesterly 933 feet, more
334 or less, to the Northwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section
335 23; Thence Westerly 2280 feet, more or less, along Section Line common to said
336 Sections 14 and 23, and Sections 15 and 22, T. 39 N., R 1 E. to a point 300 feet
337 Westerly of the Northeast Corner of said Section 22; Thence Southerly 1980 feet, more
338 or less, parallel with the East line of said Section 22, to the North line of the South $\frac{1}{2}$
339 of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 22; Thence Southwesterly 752 feet, more or
340 less, to the midpoint of the North line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 22;
341 Thence Southerly 330 feet, more or less, to the South line of the North 330 feet of said
342 NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; Thence Southwesterly 955 feet, more or less, to a point on the
343 West line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and 300 feet Northerly of the SW corner of said NE
344 $\frac{1}{4}$ of the SE $\frac{1}{4}$; Thence Southwesterly 1063 feet, more or less to a point on the North
345 line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ 300 feet Easterly of the NW corner of said SW $\frac{1}{4}$ of the
346 SE $\frac{1}{4}$; Thence Southwesterly 424 feet, more or less, to a point on the West line of said
347 SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ 300 feet Southerly of the NW corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$;
348 Thence Southwesterly 752 feet, more or less, to the NE corner of Lake Terrell Short
349 Plat; Thence Southwesterly 738 feet, more or less, to the SW corner of Lot A, Lake
350 Terrell Short Plat; Thence Northwesterly 1361 feet, more or less, to the NW corner of
351 the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 22; Thence West 400 feet;
352 Thence Southwesterly 690 feet, more or less, to a point on the South line of Section 21,
353 T. 39 N., R. 1 E. and 600 feet Westerly of the SE corner of said Section 21; Thence
354 Southwesterly 725 feet, more or less, to a point on the North line of the South $\frac{1}{2}$ of the
355 NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, T. 39 N., R. 1 E. and 900 feet Westerly of the East
356 line of said Section 28; Thence Southerly, parallel with the East line of said Section 28,

357 660 feet, more or less, to the North line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 28;
358 Thence Southeasterly 725 feet, more or less, to a point on the North line of the South
359 $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 28 and 600 feet Westerly of the East line of
360 said Section 28; Thence Southwesterly 772 feet, more or less, to a point on the South
361 line of said NE $\frac{1}{4}$ and 1000 feet Westerly of the East line of said Section 28; Thence
362 Southerly, parallel with the East line of said Section 28, 200 feet; Thence Westerly,
363 parallel with the East-West Center Section Line of said Section 28, 500 feet; Thence
364 Southwesterly 665 feet, more or less, to the midpoint of the East line of the West $\frac{1}{2}$ of
365 the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 28; Thence Southwesterly 675 feet, more or
366 less, to a point on the North-South Center Section Line of said Section 28 and 800 feet
367 South of the Center of said Section 28; Thence Northwesterly 1037 feet, more or less,
368 to the Northwest corner of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 28;
369 Thence Northwesterly 1476 feet, more or less, to the center of the NW $\frac{1}{4}$ of said
370 Section 28; Thence Northeasterly 1322 feet, more or less, to a point on the North Line
371 of said Section 28 and 1245 feet Westerly of the North $\frac{1}{4}$ Corner of said Section 28;
372 Thence Northeasterly $\frac{1}{4}$ mile, more or less, to the point of intersection of the centerline
373 of Rainbow Road with the East-West centerline of the SW $\frac{1}{4}$ of Section 21, T. 39 N., R.
374 1 E.; Thence Northwesterly 0.4 miles, more or less, along said centerline of Rainbow
375 Road to the South line of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 21;
376 Thence Northwesterly 752 feet, more or less, to the midpoint of the North line of the
377 West $\frac{1}{2}$ of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Thence Northerly 1320 feet, more or less, parallel
378 with the West line of said Section 21, to North Line of said Section 21; Thence
379 Northeasterly 1650 feet, more or less, to the center of the SW $\frac{1}{4}$ of Section 16, T. 39
380 N., R. 1 E.; Thence Northeasterly 1361 feet, more or less, to a point on the East-West
381 Center Section Line of said Section 16 and 990 feet Westerly of the Center of said
382 Section 16; Thence Northeasterly 0.4 miles, more or less, to the Southeast corner of Lot
383 2, Lake Terrell Mobile Ranch Short Plat; Thence Northwesterly 483 feet, more or less, to
384 a point on the South Line of Section 9, T. 39 N., R. 1 E. and 208 feet Westerly of the SE
385 corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 9; Thence Northwesterly
386 1023 feet, more or less, to the midpoint of the North line of the South 330 feet of the
387 North $\frac{3}{4}$ of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 9; Thence
388 Southwesterly 1190 feet, more or less, to the Southwest Corner of said Section 9;
389 Thence Southwesterly 1650 feet, more or less, to the SW corner of the North $\frac{3}{4}$ of the
390 NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, T. 39 N., R. 1 E.; Thence Southwesterly 1325 feet,
391 more or less, to a point on the North-South Center Section Line of said Section 17 and
392 1100 Southerly of the North $\frac{1}{4}$ Corner of said Section 17; Thence Southwesterly 696
393 feet, more or less, to the midpoint of the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
394 Section 17; Thence Northwesterly 696 feet, more or less, to a point on the West line of
395 said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and 1100 feet Southerly of the NW corner of said NE $\frac{1}{4}$ of the
396 NW $\frac{1}{4}$; Thence Northwesterly 1354 feet, more or less, to a point on the West Line of
397 said Section 17 and 800 feet Southerly of the NW Corner of said Section 17; Thence
398 Northwesterly 5284 feet, more or less, to a point on the East Line of Section 13, T. 39
399 N., R. 1 W. and 600 feet Southerly of the NE Corner of said Section 13; Thence
400 Southerly 5000 feet, more or less, along said East Line of Section 13 and the East Line

of Section 24, T. 39 N., R. 1 W. to the Line of Ordinary High Tide of the Strait of Georgia; Thence generally Northerly, following along the Line of Ordinary High Tide of the Strait of Georgia, Birch Bay, and Semiahmoo Bay, 15 miles, more or less, to the True Point of Beginning.

(Ord. 2019-006 Exh. A; Ord. 2014-058 Exh. A; Ord. 2012-055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).

16.20.040 Revenue authority.

The revenue authorities granted under Chapter 90.72 RCW shall be exercised at the discretion of the board of supervisors, which shall be the county council for the operation of these districts. (Ord. 2019-006 Exh. A; Ord. 2014-058 Exh. A; Ord. 2012-055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).

16.20.045 Collection of charges or rates and exemptions.

Property owners within these shellfish protection districts may be assessed charges or rates as allowed by Chapter 90.72 RCW to finance the shellfish protection programs. The owner of any property within a shellfish protection district which is exempt from charges or rates because such property is subject to the National Pollution Discharge Elimination System as specified in RCW 90.72.070 shall demonstrate such exemption annually to the county assessor. If evidence of exemption is not provided, the property will automatically convert from exempt status and the property will be subject to charges or rates. Land exempt from charges and rates as specified in RCW 90.72.070 because of its forest land classification will automatically convert from exempt status if the land classification changes and will be subject to charges or rates. (Ord. 2019-006 Exh. A; Ord. 2014-058 Exh. A; Ord. 2012-055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C).

16.20.050 Sunset date and dissolution of district.

The Drayton Harbor shellfish protection district shall be dissolved on December 31, ~~2022~~2026, unless specifically extended by ordinance of the county legislative authority, or upon the removal of the downgrade. The Portage Bay shellfish protection district shall be dissolved and this chapter repealed on December 31, ~~2022~~2026, unless specifically extended by ordinance of the county legislative authority, or upon the removal of the downgrade. The Birch Bay shellfish protection district shall be dissolved and this chapter repealed on December 31, ~~2022~~2026, unless specifically extended by ordinance of the county legislative authority, or upon the removal of the downgrade. These districts may also be dissolved by the county legislative authority by ordinance.

The county legislative authority shall review the continued need for these districts four months prior to their sunset dates. (Ord. 2019-006 Exh. A; Ord. 2014-058 Exh. A; Ord. 2012-055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 2000-028; Ord. 98-069; Ord. 98-019 Att. C; Ord. 95-036).

16.20.060 Relationship with other entities.

No program or activity proposed by the district shall replace or consolidate existing activities performed by cities or other non-County provided water-related special purpose districts without their consent. In formulating new programs, consultation and coordination shall occur with cities and other water-related special districts. (Ord. 2019-006 Exh. A; Ord. 2014-058 Exh. A; Ord. 2012-055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 2000-028; Ord. 98-069; Ord. 98-019 Att. C; Ord. 95-036).

16.20.065 Advisory groups.

- A. The advisory committees shall comply with Whatcom County Code (WCC) 2.03, Boards and Commissions.
- B. The board of supervisors shall appoint advisory committees of not more than 11 members to advise on the overall operations of the Drayton Harbor and Portage Bay Shellfish Protection Districts. Two positions on each of the advisory committees will be available for tribal representation. In establishing district advisory committees, all members shall have a direct interest in the district.
- C. ~~The Birch Bay Shellfish Protection District Advisory Committee will be dissolved and shellfish~~ Shellfish protection district advisory duties will be assigned to the Birch Bay Water and Aquatic Resources Management (BBWARM) District Advisory Committee, an existing advisory committee that provides recommendations on projects and programs to protect water quality in the Birch Bay watershed.
- D. Member terms will be four years, unless otherwise required by the Revised Code of Washington (RCW). Council may waive the term limit requirements of WCC 2.03 on a case-by-case basis as it applies to this Chapter.
- E. Each advisory committee shall dissolve when its related district dissolves per WCC 16.20.050. (Ord. 2020-031 Exh. A; Ord. 2019-006 Exh. A; Ord. 2014-058 Exh. A; Ord. 2012-055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 2000-028; Ord. 98-069; Ord. 98-019 Att. C; Ord. 95-036).

474 **16.20.090 Severability.**

475 If any provision of this chapter is found to be invalid, all remaining provisions shall
476 continue in effect. (Ord. 2019-006 Exh. A; Ord. 2014-058 Exh. A; Ord. 2012-055 Exh.
477 A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003
478 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 2000-028; Ord. 98-069; Ord. 98-019 Att.
479 C; Ord. 95-036).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-662

File ID:	AB2022-662	Version:	1	Status:	Agenda Ready
File Created:	11/08/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2022 Whatcom County Budget, request no. 16, in the amount of \$636,513

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #16 requests funding from the General Fund:

1. To appropriate \$20,000 in Sheriff to fund 2022 Aquatic Invasive Species Program overtime from Flood Fund transfer.
2. To appropriate \$14,001 in Sheriff to fund ballistic vests from grant proceeds.
3. To appropriate \$102,512 in Sheriff to fund reimbursable overtime increase.
From the Emergency Management Fund:
4. To appropriate \$500,000 to fund additional November 2021 flood assistance from grant proceeds.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Ordinance, Ordinance Summary, Supplemental #16 Requests

PROPOSED BY: Executive
INTRODUCTION DATE: 11/22/22

ORDINANCE NO.
AMENDMENT NO. 16 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			
Sheriff	136,513	(136,513)	-
Total General Fund	136,513	(136,513)	-
Emergency Management Fund	500,000	(500,000)	-
Total Supplemental	636,513	(636,513)	-

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. 16				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Sheriff	To fund 2022 Aquatic Invasive Species Program overtime.	20,000	(20,000)	-
Sheriff	To fund ballistic vests from City of Bellingham FY21 Byrne JAG grant proceeds.	14,001	(14,001)	-
Sheriff	To fund reimbursable overtime increase.	102,512	(102,512)	-
Total General Fund		136,513	(136,513)	-
Emergency Management Fund	To fund additional November 2021 flood assistance from grant proceeds.	500,000	(500,000)	-
Total Supplemental		636,513	(636,513)	-

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3823

Fund 1

Cost Center 1003521002

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: AIS Enforcement 2022

X

Department Head Signature (Required on Hard Copy Submission)

Date

11/4/22

Costs:	Object	Object Description	Amount Requested
	6110	Regular Salaries & Wages	\$387
	6140	Overtime	\$15,534
	6210	Retirement	\$842
	6230	Social Security	\$1,180
	6255	Other H&W Benefits	\$48
	6259	Worker's Comp-Interfund	\$365
	6269	Unemployment-Interfund	\$42
	6410	Fuel	\$1,602
	8301	Operating Transfer In	(\$20,000)
	Request Total		\$0

1a. Description of request:

An interdepartmental agreement was implemented on April 18, 2022 between the Whatcom County Sheriff's Office (WCSO) and Whatcom County Public Works for aquatic invasive species enforcement patrols. Whatcom County Public Works will provide maximum funding of \$28,000 to support WCSO AIS enforcement patrols on Lake Whatcom and Lake Samish in 2022.

1b. Primary customers:

Recreational boaters on Lake Whatcom and Lake Samish.

2. Problem to be solved:

Water bodies in Whatcom County are at risk from impacts of the introduction of aquatic invasive species which can have devastating impacts on drinking water systems, recreational use, and lake ecology. Increased enforcement and educational outreach ensure better compliance with the AIS ordinance and better protection of these water bodies.

3a. Options / Advantages:

3b. Cost savings:

Preventing the introduction of AIS into Lake Whatcom and Lake Samish through compliance with the AIS ordinance will have considerable cost savings to water systems, homeowners, fishers, and others.

4a. Outcomes:

Better compliance with the AIS ordinance by enforcement and outreach.

4b. Measures:

The WCSO will provide a report of the number of contacts and enforcement actions.

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3823

Fund 1

Cost Center 1003521002

Originator: Dawn Pierce

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

6. Funding Source:

Whatcom County Public Works will provide funding through an interfund transfer.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3824

Fund 1

Cost Center 1003521003

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: COB FY21 Byrne JAG Award - Ballistic Vests

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1673	Byrne JAG Grant	(\$14,001)
	6320.001	Office & Op Supplies	\$14,001
	Request Total		\$0

1a. Description of request:

The Sheriff's Office received FY22 Byrne Justice Assistance Grant (JAG) Program funds through the City of Bellingham to purchase ballistic vests (Interlocal Agreement, Whatcom County Contract No. 202107013, City of Bellingham Contract No. C2100828).

The Sheriff's Office is required to provide ballistic protective equipment to uniformed personnel who are subject to occupational hazards that include gunfire/ballistic threats and currently issues ballistic resistant vests and helmets to all deputy sheriffs.

1b. Primary customers:

Sheriff's Office deputies

2. Problem to be solved:

Budget authority is needed to purchase ballistic vests with grant proceeds.

3a. Options / Advantages:

The Sheriff's Office will use grant funds rather than local funds to purchase ballistic vests.

3b. Cost savings:

\$14,001.00

4a. Outcomes:

The Sheriff's Office objective is to utilize allocated funds to purchase and replace current ballistic vests for deputies whose vests are outside the recommended manufacturer's warranty.

4b. Measures:

5a. Other Departments/Agencies:

The City of Bellingham will administer the grant and provide \$14,001 to the Whatcom County Sheriff's Office to purchase ballistic vests per the grant agreement.

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

6. Funding Source:

Funds originate from U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2021, CFDA No. 16.738.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3827

Fund 1

Cost Center 2965

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Reimbursable Overtime Increase - 2022

X

Department Head Signature (Required on Hard Copy Submission)

Date

11/4/22

Costs:	Object	Object Description	Amount Requested
	4342.1012	Off Duty Overtime	(\$102,512)
	6140	Overtime	\$89,096
	6210	Retirement	\$4,722
	6230	Social Security	\$6,816
	6259	Worker's Comp-Interfund	\$1,646
	6269	Unemployment-Interfund	\$232
	Request Total		\$0

1a. Description of request:

The Sheriff's Office provides extra law enforcement, traffic control, and security services in accordance with contracts, temporary right-of-way permits, and agreements to hire extra-duty deputies in order to enhance safety and response capabilities. These services are provided by deputies on overtime so as not to impact the daily operations and response capabilities of regularly scheduled shift duties.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

The current reimbursable overtime budget is inadequate to cover additional law enforcement services requested. This request is to increase revenue and expenditures for the services provided in 2022 that exceeded the current budget: Phillips 66 requested 784 hours of traffic control services during turn-around; BP Cherry Point Refinery requested 216 hours of traffic control services during turn-around, and Whatcom Events requested approximately 114 hours of traffic control during the Ski to Sea event.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

Sheriff's Office deputies provide extra law enforcement, traffic control, and security services as requested.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Expenditures are offset by revenue generated from organizations requesting services. Overtime services

Friday, November 04, 2022

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3827

Fund 1

Cost Center 2965

Originator: Dawn Pierce

are billed at the Reimbursable Overtime Rate specified in the Whatcom County Unified Fee Schedule, currently \$92.00 per hour.

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3822

Fund 167

Cost Center 1673521013

Originator: John Gargett

Expenditure Type: One-Time

Year 2 2022

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: WA-EMD D23-012/IA Housing Assistance - Nov21 Flood

X

Department Head Signature (Required on Hard Copy Submission)

Date

11/4/22

Costs:	Object	Object Description	Amount Requested
	4334.0181	State Military Department	(\$500,000)
	6610	Contractual Services	\$500,000
	Request Total		\$0

1a. Description of request:

Provide housing assistance to individuals and/or households impacted by the November 2021 Atmospheric River Weather Event (Flood) with funding from the Washington State Individual Assistance Grant Program.

1b. Primary customers:

Individuals and/or households impacted by the November 2021 Atmospheric River Weather Event (Flood)

2. Problem to be solved:

The November 2021 Atmospheric River Weather Event (Flood) caused significant damage to many housing units in Whatcom County, compounding the struggles of the impacted individuals and/or households to recover from this historic disaster. The Whatcom County Individual Assistance Team and the Whatcom Long Term Recovery Group have an active case load of approximately 450 individuals and/or households who are in particular need of housing assistance. The Washington State Individual Assistance Grant Program will provide assistance for:

- * Rental Assistance
- * Moving or Relocation Assistance
- * Replacement of Household Appliances
- * Home Repairs

Funding is restricted to disabled and/or low-income individuals and/or households.

3a. Options / Advantages:

These impacted individuals and/or households have exhausted or do not qualify for other funding sources (e.g., insurance, FEMA, Small Business Administration, etc). Whatcom County is able to facilitate needer housing assistance using State funding.

3b. Cost savings:

\$500,000

4a. Outcomes:

For housing that is repairable, building supplies and/or appliances will be provided, allowing individuals and/or households to live in safe, sanitary, and functional residences. Individuals and/or households unable to return to their pre-disaster housing will be relocated. Housing assistance will be provided by June 30, 2023.

4b. Measures:

Applicants will be vetted for eligibility. Specific requests will be reviewed and pre-approved at both the local and state level before funds are distributed. Approved assistance projects will be monitored for progress and completion. Monthly reports will be completed per contract requirements.

Friday, November 04, 2022

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3822

Fund 167

Cost Center 1673521013

Originator: John Gargett

5a. Other Departments/Agencies:

Whatcom Long Term Recovery Group (WLTRG), in collaboration with Whatcom County Sheriff's Office Division of Emergency Management, will coordinate the applicant eligibility process. The WLTRG will distribute assistance funding and purchase needed appliances and repair supplies.

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

WLTRG: Lacey De Lange

6. Funding Source:

State Funds: Washington State Military Department State Individual Assistance Grant, Contract D23-012 (AB-2022-648)

N.B. Funding for staffing to support this contract is provided under Washington State Military Department Contract U23-005 / Whatcom County Contract # 202209018.

Friday, November 04, 2022

Rpt: Rpt Suppl Regular



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-665

File ID:	AB2022-665	Version:	1	Status:	Agenda Ready
File Created:	11/08/2022	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	11/22/2022			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance authorizing the 2023 Whatcom County Unified Fee Schedule

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Proposed ordinance authorizes the 2023 Whatcom County Unified Fee Schedule

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Proposed Ordinance, Appendix A, Appendix B, Appendix C, Proposed changes

PROPOSED BY: County Executive
INTRODUCTION DATE: November 22, 2022

ORDINANCE NO. _____
AN ORDINANCE ADOPTING THE 2023
WHATCOM COUNTY UNIFIED FEE SCHEDULE

WHEREAS, the County Council has approved a budget for the 2023-2024 biennium, including all sources of revenues and anticipated expenditures on November 22, 2022; and

WHEREAS, the County Council held a public hearing regarding the county biennial budget which included property tax rates, and other revenues; and

WHEREAS, the unified fee schedule contains fees set by Whatcom County to generate funding for services included in the 2023-2024 budget;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Unified Fee Schedule is hereby adopted as of January 1, 2023, as detailed in Appendix A, Unified Fee Schedule, Appendix B, Whatcom County Planning and Development Services Building Services Division 2023/2024 Unified Fee Schedule Policy and Addenda A – D, and Appendix C Whatcom County Public Works Unified Fee Schedule Addenda.

BE IT FURTHER ORDAINED that department directors may propose to the County Executive a reasonable charge or fee for providing services, privileges or products if the charge is not listed in the adopted Unified Fee Schedule. The fee may include the cost for the use (by any person) of any departmental equipment necessary to provide the service, privilege or product. Fees shall not exceed the amount necessary to reimburse the department for its actual costs incident to such service, privilege or product. During the year, upon a showing of sufficient justification, the County Executive may add new fees or adjust fees set by the Unified Fee Schedule by way of Executive Order. If the fee is an ongoing standard charge, it shall be included in the next biennially proposed unified fee schedule ordinance.

BE IT FURTHER ORDAINED that these fees shall remain in effect until amended, rescinded or superseded.

BE IT FINALLY ORDAINED that, if any portion of this ordinance is found to be unlawful, all remaining portions shall remain in effect.

ADOPTED this _____ day of _____, 2022

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Todd Donovan, Chair

APPROVED as to form:

() Approved () Denied

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

Satpal Singh Sidhu, Executive

Date: _____

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Administrative Services

Administration

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
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Administrative Services

Administration

8042	Application Processing - bypass of courthouse security screening	\$75.00	Per Application	No Change	\$75.00	Per Application	Executive Order 2006-6	<input type="checkbox"/>
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Facilities Management

1005	Long-Term Parking - Monthly	\$35.00	Per Month	No Change		Per Month	WCC 2.68	<input type="checkbox"/>
1007	Short-Term Parking - Daily	\$4.00	Per Day	Change	\$10.00	Per Day	WCC 2.68	<input type="checkbox"/>
1009	Short-Term Parking - 4 Hours or less	\$2.00	Per each 4 Hours	Change	\$5.00	Per each 4 Hours	WCC 2.68	<input type="checkbox"/>
7143	Employee and Public Parking Lots: Parking Violation - 1st	\$10.00	Per Employee, or per Registered Owner if not an employee	No Change	\$10.00	Per Employee, or per Registered Owner if not an employee	WCC 2.68	<input type="checkbox"/>
7144	Employee and Public Parking Lots: Parking Violation - 2nd	\$20.00	Per Employee, or per Registered Owner if not an employee	No Change	\$20.00	Per Employee, or per Registered Owner if not an employee	WCC 2.68	<input type="checkbox"/>
7162	Employee and Public Parking Lots: Parking Violation - 3rd	\$40.00	Per Employee, or per Registered Owner if not an employee	No Change	\$40.00	Per Employee, or per Registered Owner if not an employee		<input type="checkbox"/>
7163	Employee and Public Parking Lots: Parking Violation (4 or more violations) Vehicle Restraint	\$60.00	Per Restraint applied	No Change	\$60.00	Per Restraint applied		<input type="checkbox"/>

Finance

2826	District Payroll	\$10.00	Per Payroll Per Employee	No Change	\$10.00	Per Payroll Per Employee		<input type="checkbox"/>
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Human Resources

1000	Application Copy & Transfer	\$5.00	Per Application	No Change	\$5.00	Per Application	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
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All Departments

2878	Scanning fee for records scanned in response to request for Public Records	\$0.10	per page	No Change	\$0.10	per page New fee resulting from ESHB1594 and EHB1595	EHB1594 EHB1595	<input type="checkbox"/>
7130	Returned Payment Fee (Former title - NSF Check Fee)	\$30.00	per transaction	No Change	\$30.00	per transaction		<input type="checkbox"/>
7131	Photocopy, excludes recorded docs	\$0.15	per page (8 1/2" x 11")	No Change	\$0.15	per page (8 1/2" x 11") Non-certified, (budget pgs, cnty code, maps, etc.)		<input type="checkbox"/>

Assessor

1055	Current Use / Designated Forestland Classification	\$250.00	Per Application	No Change	\$250.00	Per Application	RCW 84.34.030 - RCW 84.33.130	<input type="checkbox"/>
1056	Fire Patrol Fee	\$0.25	Per Parcel	No Change	\$0.25	Per Parcel	RCW 76.04.610	<input type="checkbox"/>
2783	Real Property Assessment Roll - Short Master	\$35.00	Each	No Change	\$35.00	Each CPU processing plus digital media.	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Assessor

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
2785	Assessment Roll PACS Full Summary	\$150.00	Each	No Change	\$150.00	Each CPU Processing plus Digital Media	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2787	Subdivision - Section Real Property Assessment Roll (Short Master)	\$15.00	Each	No Change	\$15.00	Each CPU Processing plus Digital Media	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

Auditor

1110	Election Maps/By Precinct	\$3.00	Per Map	No Change	\$3.00	Per Map	Unified Fee Schedule	<input type="checkbox"/>
1113	Image Service (Daily Links), (Document Images)	\$0.02	\$.015 Per Image	No Change	\$0.02	\$.015 Per Image	Unfd Fee Schdl	<input type="checkbox"/>
1117	Marriage License-Family Court	\$8.00	Per License-Sup Ct	No Change	\$8.00	Per License-Sup Ct	RCW 26.12.220; Council authorized	<input type="checkbox"/>
1118	Marriage License-Family Services	\$15.00	Per License-Sup Ct.	No Change	\$15.00	Per License-Sup Ct.	RCW 26.04.160; Council authorized	<input type="checkbox"/>
1125	Record of Survey (18 x 24)	\$25.00	First Page	No Change	\$25.00	First Page Plus other state fees	RCW 58.09.100; Unfd Fee Schdl	<input type="checkbox"/>
2911	Index data per image	\$0.02	each	No Change	\$0.02	each		<input type="checkbox"/>
7135	Email digital map image (Recording)	\$1.00	per image; same cost as printed page	No Change	\$1.00	per image; same cost as printed page	Unfd Fee Schdl	<input type="checkbox"/>
8073	Marriage Search Prior to 1980 (certified)	\$8.00	Each	No Change	\$8.00	Each Plus copy costs	RCW 36.18.010(6); Unfd Fee Schdl	<input type="checkbox"/>
8075	Election Registration Data	\$10.00	Each CD or Electronic Transfer	No Change	\$10.00	Each CD or Electronic Transfer	Unfd Fee Schdl	<input type="checkbox"/>
8143	Daily Matchbacks (Elections)	\$3.00	Per daily match	No Change	\$3.00	Per daily match	Unfd Fee Schdl	<input type="checkbox"/>
8196	Marriage Search Prior to 1980 (not certified)	\$8.00	Each	No Change	\$8.00	Each Plus copy costs	RCW 36.18.010(6), Unfd Fee Schdl	<input type="checkbox"/>
8462	Licensing Mail Fee (CND)		Actual Cost	No Change		Actual Cost	Executive Order 2009-03	<input type="checkbox"/>
9019	Assisted Record Search for Documents Prior to 1980	\$8.00	Each	No Change	\$8.00	Each Plus copy costs	RCW 36.18.010(6), Unfd Fee Schdl	<input type="checkbox"/>
9043	Full Size Maps (Copies)	\$5.00	per First Page	No Change	\$5.00	per First Page Add'l pages \$3 ea	Unfd Fee Schdl	<input type="checkbox"/>
9044	Full Size Maps (Copies)-Additional Pages	\$3.00	per additional page	No Change	\$3.00	per additional page	Unfd Fee Schdl	<input type="checkbox"/>

Council

1201	Tapes, CD's, and DVD's	\$8.00	Per Tape, CD, or DVD	No Change	\$8.00	Per Tape, CD, or DVD	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1202	Tapes, CD's, DVD's/Customer Supplied	\$4.00	Per Tape, CD, DVD	No Change	\$4.00	Per Tape, CD, DVD	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1203	Certified Copies	\$1.00	Additional Pages	No Change	\$1.00	Additional Pages	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1204	Certified Copies	\$3.00	First Page Each Doc	No Change	\$3.00	First Page Each Doc	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1207	Council Packets	\$257.00	Per Year	No Change	\$257.00	Per Year	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1210	Record Search	\$20.00	Per Hour	No Change	\$20.00	Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1215	Segregation of Sp Assmts	\$3.00	Each Tract	No Change	\$3.00	Each Tract	WCC 3.52	<input type="checkbox"/>
1216	Verbatim Transcripts	\$5.00	Per Page	No Change	\$5.00	Per Page	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1220	Appeal to Council Fee	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC 15.04.060 & WCC 23.60.150	<input type="checkbox"/>
7138	Franchise Application Fee	\$500.00	per application	No Change	\$500.00	per application	Unified Fee Schedule	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Council

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8145	Franchise transfer of ownership fee	\$200.00	per application	No Change	\$200.00	per application	WCC 12.24.021	<input type="checkbox"/>
8505	Major Project Permit - Hearing Examiner Fee	\$1,000.00	per application, \$1,000 base rate plus actual costs	No Change	\$1,000.00	per application, \$1,000 base rate plus actual costs	Unified Fee Schedule	<input type="checkbox"/>

County Clerk

1751	Sealing/ Destruction Pack	\$10.00	Per Pack	No Change	\$10.00	Per Pack	RCW 36.93.120	<input type="checkbox"/>
2655	Ex Parte Filing Fee	\$30.00	Per Filing	No Change	\$30.00	Per Filing	RCW 36.18.016(12)	<input type="checkbox"/>
2662	Local Rules	\$2.00	Per Copy	No Change	\$2.00	Per Copy	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2667	Postage & Handling	\$1.00	Each Piece	No Change	\$1.00	Each Piece	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9045	Collections Fee	\$100.00	Per year per account	No Change	\$100.00	Per year per account For Legal Financial Obligation payment plan accts	RCW 36.18.15(29)	<input type="checkbox"/>

District Court

9053	Ex Parte Fee	\$15.00	Per Ex Parte Order except for Civil Anti-harrassment, Domestic Violence Cases & Dismissal Orders	No Change	\$15.00	Per Ex Parte Order except for Civil Anti-harrassment, Domestic Violence Cases & Dismissal Orders	USF and RCW 3.62.060	<input type="checkbox"/>
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Executive

1300	Board/Care-Large Livestock	\$40.00	Per Day	No Change	\$40.00	Per Day -After 24 Hr	Executive Order 2006-7	<input type="checkbox"/>
1301	Board/Care-Not Large Livestock	\$40.00	Per Day	No Change	\$40.00	Per Day -After 24 Hr	Executive Order 2006-7	<input type="checkbox"/>
1302	Boarding Fee-Special Requirements	\$40.00	Per Day	No Change	\$40.00	Per Day	Executive Order 2006-7	<input type="checkbox"/>
1310	License Fee-Unsterilized Dog, Male/Female	\$41.00	Per Animal	No Change	\$41.00	Per Animal	Executive Order 2007-6	<input type="checkbox"/>
1311	License Fee-Sterilized Dog, Male/Female	\$11.00	Per Animal	No Change	\$11.00	Per Animal	Executive Order 2007-6	<input type="checkbox"/>
1312	Initial License Fee, - Wild or Exotic Animal	\$500.00	Per Animal Initially	No Change	\$500.00	Per Animal Initially \$100 Annual After	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1313	Pickup/Disposition Fee	\$55.00	Per Animal	No Change	\$55.00	Per Animal	Executive Order 2007-6	<input type="checkbox"/>
1314	Pickup/Disposition Fee-Additional	\$25.00	Per Additional Animal	No Change	\$25.00	Per Additional Animal	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1315	Registration Fee, Dangerous Dog	\$150.00	Per Dog	No Change	\$150.00	Per Dog	Executive Order 2006-7	<input type="checkbox"/>
8043	Registration Fee - Potentially Dangerous Dog	\$100.00	Per Animal	No Change	\$100.00	Per Animal	Executive Order 2006-7	<input type="checkbox"/>
8149	Board/Care - Domestic Animals	\$15.00	per day	No Change	\$15.00	per day	Unified Fee Schedule	<input type="checkbox"/>
8150	Call Out Fee (Livestock at Large)	\$50.00	per call	No Change	\$50.00	per call	Executive Order 2007-06	<input type="checkbox"/>
8151	Cats and other small animals 1st - Altered and wearing identification	\$25.00	per imp/12 mo period	No Change	\$25.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8152	Cats and other small animals 2nd - Altered and wearing identification	\$45.00	per imp/12 mo period	No Change	\$45.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Executive

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8153	Cats and other small animals 3rd - Altered and wearing identification	\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8154	Cats and other small animals 4th - Altered and wearing identification	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8155	Cats and other small animals 1st - Altered and without identification	\$45.00	per imp/12 mo period	No Change	\$45.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8156	Cats and other small animals 2nd - Altered and without identification	\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8157	Cats and other small animals 3rd - Altered and without identification	\$85.00	per imp/12 mo period	No Change	\$85.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8158	Cats and other small animals 4th - Altered and without identification	\$120.00	per imp/12 mo period	No Change	\$120.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8159	Cats and other small animals 1st - Unaltered and wearing identification	\$45.00	per imp/12 mo period	No Change	\$45.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8160	Cats and other small animals 2nd - Unaltered and wearing identification	\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8161	Cats and other small animals 3rd - Unaltered and wearing identification	\$85.00	per imp/12 mo period	No Change	\$85.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8162	Cats and other small animals 4th - Unaltered and wearing identification	\$120.00	per imp/12 mo period	No Change	\$120.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8163	Cats and other small animals 1st - Unaltered and without identification	\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8164	Cats and other small animals 2nd - Unaltered and without identification	\$85.00	per imp/12 mo period	No Change	\$85.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8165	Cats and other small animals 3rd - Unaltered and without identification	\$105.00	per imp/12 mo period	No Change	\$105.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8166	Cats and other small animals 4th - Unaltered and without identification	\$140.00	per imp/12 mo period	No Change	\$140.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8167	Dogs 1st - Altered and wearing current license	\$40.00	per imp/12 mo period	No Change	\$40.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8168	Dogs 2nd - Altered and wearing current license	\$60.00	per imp/12 mo period	No Change	\$60.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8169	Dogs 3rd - Altered and wearing current license	\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8170	Dogs 4th + - Altered and wearing current license	\$150.00	per imp/12 mo period	No Change	\$150.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8171	Dogs 1st - Altered and unlicensed or not wearing license	\$60.00	per imp/12 mo period	No Change	\$60.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8172	Dogs 2nd - Altered and unlicensed or not wearing license	\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8173	Dogs 3rd - Altered and unlicensed or not wearing license	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8174	Dogs 4th + - Altered and unlicensed or not wearing license	\$170.00	per imp/12 mo period	No Change	\$170.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8175	Dogs 1st - Unaltered and wearing current license	\$60.00	per imp/12 mo period	No Change	\$60.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8176	Dogs 2nd - Unaltered and wearing current license	\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8177	Dogs 3rd - Unaltered and wearing current license	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Executive

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8178	Dogs 4th + - Unaltered and wearing current license	\$170.00	per imp/12 mo period	No Change	\$170.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8179	Dogs 1st - Unaltered and unlicensed or not wearing license	\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8180	Dogs 2nd - Unaltered and unlicensed or not wearing license	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8181	Dogs 3rd - Unaltered and unlicensed or not wearing license	\$120.00	per imp/12 mo period	No Change	\$120.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8182	Dogs 4th + - Unaltered and unlicensed or not wearing license	\$190.00	per imp/12 mo period	No Change	\$190.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8183	Impoundment - Large Livestock 1st	\$75.00	per imp/12 mo period	No Change	\$75.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8184	Impoundment - Large Livestock 2nd	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8185	Impoundment - Large Livestock 3rd	\$125.00	per imp/12 mo period	No Change	\$125.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8186	Impoundment - Large Livestock 4th +	\$200.00	per imp/12 mo period	No Change	\$200.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8187	Impoundment - Small Livestock 1st	\$60.00	per imp/12 mo period	No Change	\$60.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8188	Impoundment - Small Livestock 2nd	\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8189	Impoundment - Small Livestock 3rd	\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8190	Impoundment - Small Livestock 4th +	\$150.00	per imp/12 mo period	No Change	\$150.00	per imp/12 mo period	Executive Order 2007-06	<input type="checkbox"/>
8191	License Fee - Wild or Exotic Animal - Annual Renewal	\$100.00	per renewal	No Change	\$100.00	per renewal	Executive Order 2007-06	<input type="checkbox"/>
8192	License Fee - Past Due - Additional	\$10.00	Added to license fee	No Change	\$10.00	Added to license fee	Executive Order 2007-06	<input type="checkbox"/>
8193	Owner Release Fee	\$50.00	per release	No Change	\$50.00	per release	Executive Order 2007-06	<input type="checkbox"/>
8194	Owner Release Fee - Additional for Litter w/Mother	\$10.00	per release	No Change	\$10.00	per release	Executive Order 2007-06	<input type="checkbox"/>
8195	Veterinarian Fees and Medications during Boarding/Impoundment if required	\$0.00	Cost - fees will be charged at actual costs	No Change	\$0.00	Cost - fees will be charged at actual costs	Executive Order 2007-06	<input type="checkbox"/>
9046	Multi Dog License	\$65.00	Per license	No Change	\$65.00	Per license	WCC 6.04.050	<input type="checkbox"/>

Health

Administration

1353	FAX Machine Use	\$2.00	Per Page Received	No Change	\$2.00	Per Page Received	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1354	FAX Machine Use	\$2.00	Per Page Transmitted (360)	No Change	\$2.00	Per Page Transmitted (360)	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1355	FAX Machine Use	\$3.00	Per Page Transmitted (non-360)	No Change	\$3.00	Per Page Transmitted (non-360)	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1583	Notary Service	\$10.00	Each	No Change	\$10.00	Each	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9059	Secure Med Annual Operating Permit	\$15,120.00	Per Year	No Change	\$15,120.00	Per Year	Executive Order 2020-11	<input type="checkbox"/>

Environmental Health

1462	PDS Verification - Water	\$135.00	Per Water Supply	Change	\$141.00	Per Water Supply	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1465	Water Systems - additional hours	\$126.00	After base hour, Per Hour	Change	\$132.00	After base hour, Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1466	Water Systems, Public (4hour base)	\$551.00	Base Charge	Change	\$578.00	Base Charge	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Health

Environmental Health

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
1467	Water Status Letter/Gp	\$132.00	Per Letter	Change	\$138.00	Per Letter	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1469	Water, Public Well Site Approvals	\$330.00	Per Site	Change	\$346.00	Per Site	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1470	Water, Well Site Approvals/ 2 prty, plats	\$330.00	Per Site	Change	\$346.00	Per Site	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1474	SW - Registration Compost Product	\$1,323.00	Per Registration	Change	\$1,389.00	Per Registration	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1475	SW Application-Env Monitoring Req'd, base - 15 hour base	\$1,985.00	Per Application	Change	\$2,084.00	Per Application	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1477	SW/Compost Application-Env Monitoring Not Req'd - 10 hour base	\$1,323.00	Per Application	Change	\$1,389.00	Per Application	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1478	SW Add'l hours above base	\$126.00	After base hrs, Per Hr	Change	\$132.00	After base hrs, Per Hr	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1479	SW Biosolids Beneficials Use Facility Review - 15 hour base	\$1,985.00	Per Facility	Change	\$2,084.00	Annual	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1481	SW Permit - Env Monitoring Req'd - 40 hour base	\$5,292.00	Per Permit	Change	\$5,556.00	Annual	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1483	SW/Compost Permit - Env Monitoring Not Req'd - 10 hour base	\$1,323.00	Per Permit	Change	\$1,389.00	Annual	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1485	SW Post Closure Env Monitoring Req'd - 15 hour base	\$1,985.00	Annual	Change	\$2,084.00	Annual	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1488	SW Spill Response	\$126.00	Each Additional Hour	Change	\$132.00	Each Additional Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1489	OSS, Application & Permit	\$950.00	Per Application	Change	\$997.00	Per Application appl & permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1490	Appeal, Admin - Other admin decision	\$368.00	Per Appeal	Change	\$386.00	Per Appeal	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1491	PDS Verification - OSS	\$142.00	On-Site Sewage System	Change	\$149.00	On-Site Sewage System	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1492	Water Variance Request	\$347.00	Var/Condtnl Use	Change	\$364.00	Var/Condtnl Use	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1502	OSS Plat Approval Base Chg	\$360.00	Base Chg + Lot	No Change	\$378.00	Base Chg + Lot	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1503	OSS PDS Plat Approval per lot Review	\$120.00	Per Lot	Change	\$126.00	Per Lot	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1504	OSS Re-inspect Disp. System	\$306.00	Per Inspection	Change	\$321.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1505	OSS - WS DOH On-site Guidelines	\$2.00	Per Booklet	No Change	\$2.00	Per Booklet	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1507	OSS Disp. permit renewal	\$519.00	Per Renewal Letter	Change	\$544.00	Per Renewal Letter	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1508	OSS O & M Specialist License (Initial & Renewal)	\$242.00	Per License	Change	\$254.00	Per License	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1510	OSS Clean & Inst License (Initial and Renewal)	\$242.00	Per License	Change	\$254.00	Per License	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1513	Late Fee 30 Days		10% of unpaid fee	No Change		10% of unpaid fee	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1514	Late Fee 60 Days		Additional 10% of unpaid fee	No Change		Additional 10% of unpaid fee	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1518	Food Conf. Outbreak-Follow-Up	\$132.00	Per Hour	Change	\$138.00	Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1519	Food Demo Permit	\$88.00	Per Permit	Change	\$92.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1522	Food Worker Replacement Card	\$5.00	Per Card	No Change	\$5.00	Per Card	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1528	Grocery, low risk	\$222.00	Per Permit	Change	\$233.00	Per Permit No food prep	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1530	Food Supermarket + Add'l services	\$885.00	Base Permit	Change	\$929.00	Base Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1531	LE School & Institutional Inspect on Request	\$268.00	Base Charge (\$126 add'l hr) after 2hr)	Change	\$281.00	Base Charge (\$126 add'l hr) after 2hr)	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Health

Environmental Health

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
1532	LE School - Playground Plan Review	\$126.00	Per Hour	Change	\$132.00	Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1536	Plan Review Food, additional hours	\$132.00	Per Hour	Change	\$138.00	Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1537	Food Establishment (New or remodel) review & 1st Pre Operational inspection	\$365.00	Base Charge	Change	\$383.00	Base Charge Incl. Farmer's mkt complex menu plan review	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1538	Food Menu/Limited Food Serv Plan Review No Inspection (1 hour max)	\$132.00	Base Charge	Change	\$138.00	Base Charge (\$126/add'l hr) low risk review	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1540	Re-Inspection Food Program	\$354.00	Per Re-Inspection	Change	\$371.00	Per Re-Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1546	Food Tavern no food service	\$382.00	Per Permit	Change	\$401.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1549	Food Temp Food Srvc Cook-Off-participant	\$21.00	Per Participt	Change	\$22.00	Per Participt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1550	Food Temp Food Service Cook-Off	\$126.00	Base Permit	Change	\$132.00	Base Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1551	Food Temp Food Srvc Multi Evnt	\$303.00	Per Permit	Change	\$318.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1552	Food Temp Food Srvc Waiver	\$29.00	Single Event	Change	\$30.00	Single Event	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1553	Food Temp Srvc Waiver, Multiple	\$58.00	Per Permit	Change	\$60.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1555	LE Pet Shop Permit	\$160.00	Per Permit	Change	\$168.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1556	Plan Review Living Env. Add'l hours	\$132.00	Per Hour	No Change	\$138.00	Per Hour	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1557	Plan Review Living Env.	\$343.00	Base Charge	Change	\$360.00	Base Charge	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1560	Private Camp Permit	\$326.00	Per Permit	Change	\$342.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1561	RV Park Permit 1-49 Spcs	\$338.00	Per Permit	Change	\$354.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1562	RV Park Permit 50-99 Spcs	\$377.00	Per Permit	Change	\$395.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1563	RV Park Permit, Multi-Event Temporary	\$229.00	Per Permit	Change	\$240.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1564	RV Park Permit, Temporary	\$132.00	Per Permit	Change	\$138.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1565	RV Park Prmt 100-149 Spcs	\$415.00	Per Permit	Change	\$435.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1566	RV Park Prmt 150+ Spcs	\$491.00	Per Permit	Change	\$515.00	Per Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1567	RV Parks - Opening Inspection Fee	\$174.00	Per Inspection	Change	\$182.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1568	RV Parks - Opening Reinspection Fee	\$120.00	Per Inspection	Change	\$126.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1572	Swimming Pool, Spa, Water Rec Base Permit	\$419.00	Base Permit	Change	\$439.00	Base Permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1573	LE Swmng Pool, Spa, each water body	\$184.00	Each Pool	Change	\$193.00	Each Pool	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1576	LE Water Rec Pool/Spa - Application/Inspection	\$245.00	Per Inspection	Change	\$257.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1577	LE Water Rec Pool/Spa - Reinspection	\$245.00	Per Inspection	Change	\$257.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1594	LE Indoor Air Assessment	\$235.00	Base Charge	Change	\$246.00	Base Charge + \$126 Per Hr	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2792	O&M Fee	\$19.00	Each OSS	No Change	\$19.00	Each OSS	UFS & SSB 6116	<input type="checkbox"/>
2854	LE School & Institutional Inspect each classroom	\$21.00	Each	Change	\$22.00	Each		<input type="checkbox"/>
2855	Septage holding tank	\$315.00	each tank	Change	\$330.00	each tank		<input type="checkbox"/>
2908	Secure Med Plan review up to 50 Hours	\$6,300.00	Up to 50 hours	Change	\$6,615.00	Up to 50 hours		<input type="checkbox"/>
2913	3% Technology Fee		Per permit/application	No Change		Per permit/application 3% charged on total permit/application cost	Unified Fee Schedule	<input type="checkbox"/>
4971	Food Community Food Service Waiver	\$0.00	Per waiver	No Change	\$0.00	Per waiver	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Health

Environmental Health

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
4984	PDS water availability, plat, each lot	\$135.00	Each lot	Change	\$141.00	Each lot	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4986	PDS - Env. Land use reviews (regular project)	\$126.00	Each	Change	\$132.00	Each	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4987	PDS - Env. Land use reviews (large project)	\$265.00	Each	Change	\$278.00	Each	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4988	OSS Installer's Packet	\$20.00	Per Packet	Change	\$21.00	Per Packet	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4989	OSS Pumper's Packet	\$15.00	Per Packet	Change	\$16.00	Per Packet	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8034	Test Administration (OSS, O&M, Pumper)	\$120.00	per test	Change	\$126.00	per test	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8077	OSS Redesign Submittal Fee	\$240.00	Each	Change	\$252.00	Each	RCW 70.05.060	<input type="checkbox"/>
8461	Food Service, Simple Menu, All Sizes	\$428.00	Per permit	Change	\$449.00	Per permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8466	Food Service, Moderate Menu	\$593.00	per permit	Change	\$622.00	per permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8468	Food Service, Complex Menu, 0-25 Seats	\$603.00	per permit	Change	\$633.00	per permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8470	Food Service, Complex Menu, 26 + seats	\$823.00	per permit	Change	\$864.00	per permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8471	Food Establishment with more than one food service	\$214.00	per add'l service	Change	\$224.00	per add'l service	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8472	Temp Food Svc, Single Event	\$176.00	per permit	No Change	\$184.00	per permit	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8473	OSS Application & Permit - Tank Only	\$499.00	Per Application	Change	\$523.00	Per Application	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8474	Pool Closure-Inspection or Reinspection	\$332.00	Per Inspection	Change	\$348.00	Per Inspection	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9033	Food Establishment Change of Owner	\$180.00	Per permit	Change	\$189.00	Per permit	UFS Ordinance	<input type="checkbox"/>
9034	Farmer's market low risk menu single location	\$230.00	Per permit	Change	\$241.00	Per permit	UFS Ordinance	<input type="checkbox"/>
9035	Farmer's market low risk multiple locations	\$307.00	Per permit	Change	\$322.00	Per permit	UFS Ordinance	<input type="checkbox"/>
9036	Farmer's Market Complex Menu - Single location	\$459.00	Per permit	Change	\$481.00	Per permit	UFS Ordinance	<input type="checkbox"/>
9037	Farmer's Market Complex Menu - Multiple locations	\$614.00	Per permit	Change	\$644.00	Per permit	UFS Ordinance	<input type="checkbox"/>
9038	Admin review plus permit re-instatement inspection- Food Prog	\$348.00	Per admin review (includes inspection for re-instatement)	Change	\$365.00	Per admin review (includes inspection for re-instatement)	UFS Ordinance	<input type="checkbox"/>

Human Services

1595	Victim Impact Panel	\$50.00	Per Attendance	No Change	\$50.00	Per Attendance	RCW 46.61.5152	<input type="checkbox"/>
4996	Youth Victim Impact Panel Fee	\$20.00	per session	No Change	\$20.00	per session	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

Jail

2547	Home Monitoring UA	\$15.00	per sample	No Change	\$15.00	per sample fee applied	Can be waived or sliding	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2548	Inmate Elective Sick Call	\$5.00	Per Call	No Change	\$5.00	Per Call		Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2550	Jail Commissary		Varies/Cost	No Change		Varies/Cost		Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2551	Jail Per Diem Full Custody		per day	No Change		per day	Set Annually	Executive Order 2018-05	<input type="checkbox"/>
2552	Jail Booking Fee		Each	No Change		Each	Set Annually	Executive Order 2018-06	<input type="checkbox"/>
2553	Mileage Fees		Per Federal Mileage Rate Per Mile	No Change		Per Federal Mileage Rate	Per Mile	RCW 36.18.040(1)(i)	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Jail

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
2554	Notarizing Documents	\$5.00	Each	No Change	\$5.00	Each	RCW 36.18.040(1)(p)	<input type="checkbox"/>
2556	Other Papers/Documents	\$12.00	Each + Mileage	No Change	\$12.00	Each + Mileage	RCW 36.18.040(1)(l)	<input type="checkbox"/>
2557	Postage		Actual Cost	No Change		Actual Cost	RCW 36.18.040(1)(r)	<input type="checkbox"/>
2568	Urinalysis, Initial	\$15.00	Each, Initial	No Change	\$15.00	Each, Initial fee applied Can be waived or sliding	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2572	Work Release, Offender fee		1% of gross income during WR period	No Change		1% of gross income during WR period Can be waived	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2573	Work Release UA	\$15.00	per sample	No Change	\$15.00	per sample Can be waived or sliding fee applied	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2769	Baseline UA fee	\$15.00	per sample	No Change	\$15.00	per sample May be waived	Unfd fee Schdl Ordinance	<input type="checkbox"/>
2772	EHM/EHD program fee, Offender fee	\$20.00	Per Day	No Change	\$20.00	Per Day Can be waived or sliding scale applied	Unfd fee Schdl Ordinance	<input type="checkbox"/>
2789	Jail Medical Records	\$0.15	Each page copied + actual shipping	No Change	\$0.15	Each page copied + actual shipping Plus shipping	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2790	Urinalysis, Additional	\$10.00	Each, after initial	No Change	\$10.00	Each, after initial May be waived	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2791	Jail Work Crew fee,, Offender fee		Per day worked	No Change		Per day worked set by contract	Unified fee schedule	<input type="checkbox"/>
2856	Out of Custody Work Crew fee, agency		per day	No Change		per day Set Annually	Executive Order	<input type="checkbox"/>
2857	Electronic Monitoring Fee, Agency		Per day	No Change		Per day Set Annually	Executive Order	<input type="checkbox"/>
2858	Extraordinary Medical Costs		Actual discounted cost	No Change		Actual discounted cost Reimbursed to County upon invoicing	Unfired Fee Schedule/per contract	<input type="checkbox"/>
2859	Public Records Documents, Paper	\$0.15	per page + actual shipping costs	No Change	\$0.15	per page + actual shipping costs	Unified Fee Schedule	<input type="checkbox"/>
2860	Public Documents, other media		Actual cost to reproduce record(s)	No Change		Actual cost to reproduce record(s)	Unified Fee Schedule	<input type="checkbox"/>
2877	Jail Capital Replacement		Per Day	No Change		Per Day Set Annually	Executive Order	<input type="checkbox"/>
5037	Offender elects to change program schedule	\$10.00	Per schedule change	No Change	\$10.00	Per schedule change	Unif Fee Schdl Ordinance	<input type="checkbox"/>
5038	Inmate Work Crew UA	\$15.00	per sample	No Change	\$15.00	per sample Can be waived or sliding fee applied	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
7192	School release, resident, Offender fee	\$5.00	per day	No Change	\$5.00	per day Can be waived or sliding fee applied	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7193	Non-resident OC Work crew		per day	No Change		per day Set Annually	Unified Fee Schedule Ordinance, contract	<input type="checkbox"/>
7194	Non-resident IC work crew		Per day	No Change		Per day Set Annually	Unified fee schedule Ordinance, contract	<input type="checkbox"/>
7195	Non-resident School Release		per day in facility IAW Ord 2019-039	No Change		per day in facility IAW Ord 2019-039 Set annually or IAW Ord 2019-039	Unified fee schedule Ordinance, Contract, Ord 2019-039	<input type="checkbox"/>
7196	Non-resident Work Release		per day in facility IAW Ord 2019-039	No Change		per day in facility IAW Ord 2019-039 Set annually or IAW Ord 2019-039	Unified fee schedule ordinance, contract, Ord 2019-039	<input type="checkbox"/>
7197	Non-resident EHD/EHM		Current year per diem IAW Ord 2019-039	No Change		Current year per diem IAW Ord 2019-039 Set annually or IAW Ord 2019-039	Unified fee schedule Ordinance, contract, Ord 2019-039	<input type="checkbox"/>
8502	Corrections Deputy Overtime Reimbursement Rate	\$57.00	Per hour	No Change	\$57.00	Per hour Average overtime hourly wage & benefits	Unified Fee Schedule	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Jail

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8504	Corrections Sergeant Overtime Reimbursement Rate	\$74.00	Per hour	No Change	\$74.00	Per hour Average hourly overtime cost	Unified Fee Schedule	<input type="checkbox"/>
9039	Out of custody work crew meals, jail time only.	\$5.00	Per Day Worked	No Change	\$5.00	Per Day Worked Can be waived or sliding fee applied	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9040	Replacement cost of jail issued property		Actual cost	No Change		Actual cost Will vary depending on the item	Unfd Fee Schld Ordinance	<input type="checkbox"/>
9041	Indigent kits		Per item, actual cost	No Change		Per item, actual cost Upon inmate request	Unfd fee Schdl Ordinance.	<input type="checkbox"/>
9063	Work Crew Fines			New	\$5.00	per day worked Agency fee	Unified Fee Schedule Ordinance	<input type="checkbox"/>

Parks & Recreation

1800	Special Events Miscellaneous		Actual Cost based on impact to facility	No Change		Actual Cost based on impact to facility	Unified Fee Schedule	<input type="checkbox"/>
1809	Silver Lake Cabins Larabee, Kulshan Max. 6 persons per cabin, Non-Res	\$101.00	Per Day	No Change	\$101.00	Per Day Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1811	Silver Lake Cabins Sumas, Shuksan, Non-Res	\$101.00	Per Day	No Change	\$101.00	Per Day Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1813	Silver Lake Baker Cabin, Non-Res	\$123.00	Per Day	No Change	\$123.00	Per Day Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1815	Silver Lake Cabins Larabee, Kulshan, Res	\$91.00	Per Day	No Change	\$91.00	Per Day Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1817	Silver Lake Cabins Tomyhoi, Sumas, Shuksan, Res	\$91.00	Per Day	No Change	\$91.00	Per Day Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1819	Silver Lake Baker Cabin, Res	\$113.00	Per Day Per Family	No Change	\$113.00	Per Day Per Family Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1822	Reservation Fee	\$13.00	Per Reservation / Site / Consecutive Days	No Change	\$13.00	Per Reservation / Site / Consecutive Days	Unified Fee Schedule	<input type="checkbox"/>
1827	Comp Park & Rec Open Spc Plan	\$20.00	Per Copy	No Change	\$20.00	Per Copy Does not include sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1828	Concessions		Varies based on Cost	No Change		Varies based on Cost	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1831	Silver Lake Day Lodge, Res	\$195.00	Per Day	No Change	\$195.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
1835	Filming - Parks Facilities Use		Per Day (\$100 - \$2,000 based on impact to the facility and staff time)	No Change		Per Day (\$100 - \$2,000 based on impact to the facility and staff time) Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
1836	Hovander Main Picnic Area, Res	\$295.00	Per group; \$200 additional for 151 - 250 people	No Change	\$295.00	Per group; \$200 additional for 151 - 250 people Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
1838	Hovander Water Tower Area, Non-Res	\$100.00	Per group; \$50 additional for 51 to 100 people	No Change	\$100.00	Per group; \$50 additional for 51 to 100 people Sales tax exempt	Executive Order 2006-1	<input type="checkbox"/>
1839	Hovander Water Tower Area, Res	\$80.00	Per group; \$50 additional for 51 to 100 people	No Change	\$80.00	Per group; \$50 additional for 51 to 100 people Sales Tax Exempt	Executive Order 2006-1	<input type="checkbox"/>
1843	Hovander Main Picnic Area, Non-Res	\$315.00	Per group; \$200 additional for 151 - 250 people	No Change	\$315.00	Per group; \$200 additional for 151 - 250 people Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
1864	Lighthouse Marine Park Camper, Non-Res	\$28.00	Per Night-1 family unit or 6 people max	Change	\$30.00	Per Night-1 family unit or 6 people max Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1865	Lighthouse Marine Park Camper, Resident	\$21.00	Per Night-1 family unit or 6 people max	Change	\$23.00	Per Night-1 family unit or 6 people max Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1867	Other Miscellaneous Revenue		Varies	No Change		Varies	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Parks & Recreation

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
1872	Program Instruction		Varies	No Change		Varies Sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1877	Range Fees Day Use, General, Res	\$11.00	Per Person, Per Range, Per Visit	Change	\$17.00	Per Person, Per Range, Per Visit Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1883	Range Fees Spotting Scope Rental	\$2.00	Per Day	No Change	\$2.00	Per Day Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
1884	Range Fees Season Ticket, Res	\$180.00	Per Person	Change	\$260.00	Per Person Includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1885	Range Fees Targets (High Power Range)	\$1.00	Each	No Change	\$1.00	Each Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
1888	Range Fees Trap Range, Res	\$7.00	One Round (25 targets)	Change	\$12.00	One Round (25 targets) Includes sale tax	Unified Fee Schedule	<input type="checkbox"/>
1891	Range Fees Trap Range, Non-Res	\$8.00	Per Round (25 targets)	Change	\$13.00	Per Round (25 targets) Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1894	Range Fees Day Use, General, Non-Res	\$12.00	Per Person, Per Range, Per Visit	Change	\$18.00	Per Person, Per Range, Per Visit Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1895	Range Fees Season Ticket, Non Res	\$200.00	Per Person	Change	\$280.00	Per Person Includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1896	Range Adult Firearm Rental	\$7.00	First Firearm Rental (ammo additional)	Change	\$20.00	First Firearm Rental (ammo additional) Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
1901	Roeder Home Main Floor - Wednesday	\$25.00	Per Hour, 2 hour Minimum, approved HMS community concerts	No Change	\$25.00	Per Hour, 2 hour Minimum, approved HMS community concerts Sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1903	Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboat	\$10.00	Per Hour	No Change	\$10.00	Per Hour Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
1904	Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboat	\$30.00	Per 4 Hours	No Change	\$30.00	Per 4 Hours Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
1911	Samish Day Lodge, Res	\$255.00	Per Day	No Change	\$255.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
1926	Paddle Board / 2 Seat Kayak / 4 Seat Pedal Boat	\$15.00	Per Hour	No Change	\$15.00	Per Hour Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1927	Paddle Board / 2 Seat Kayak / 4 Seat Pedal Boat	\$45.00	Per 4 Hours	No Change	\$45.00	Per 4 Hours Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1929	Silver Lake Dump Station	\$6.00	(Free Dump with camping fee receipt)	No Change	\$6.00	(Free Dump with camping fee receipt) Sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
1930	Silver Lake Cascade Camping Cabin, Non-Res	\$49.00	Per Night	No Change	\$49.00	Per Night Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1931	Silver Lake Cascade Camping Cabin, Res	\$44.00	Per Night	No Change	\$44.00	Per Night Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1932	Silver Lake Camp site, Non-Res	\$27.00	Per Night-1 family unit or 6 people max	Change	\$30.00	Per Night-1 family unit or 6 people max Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1933	Silver Lake Camp site w/electricity, Non-Res	\$33.00	Per Night-1 family unit or 6 people max	Change	\$36.00	Per Night-1 family unit or 6 people max Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1934	Silver Lake Camp site w/electricity, Res	\$26.00	Per Night-1 family unit or 6 people max	Change	\$29.00	Per Night-1 family unit or 6 people max Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1935	Silver Lake Camp site, Res	\$20.00	Per Night-1 family unit or 6 people max	Change	\$23.00	Per Night-1 family unit or 6 people max Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1936	Silver Lake Campsite, Extra Vehicle	\$11.00	Per Vehicle, Per Night	No Change	\$11.00	Per Vehicle, Per Night Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
1938	Silver Lake Group Camp, Res	\$306.00	Per Night	Change	\$315.00	Per Night Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1939	Silver Lake Group Camp, Non-Res	\$326.00	Per Night	Change	\$335.00	Per Night Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Parks & Recreation

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
1940	Silver Lake Red Mtn. Camp Shelter - Res	\$40.00	Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite	No Change	\$40.00	Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
1942	Silver Lake Night Lodge, Res	\$172.00	Per Night (Max. Cap. 8 persons)	No Change	\$172.00	Per Night (Max. Cap. 8 persons) Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1944	Silver Lake Night Lodge, Non-Res	\$192.00	Per Night (Max. Cap. 8 persons)	No Change	\$192.00	Per Night (Max. Cap. 8 persons) Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
1954	Horse Fee	\$5.00	Per horse, per overnight campground / stable stay	No Change	\$5.00	Per horse, per overnight campground / stable stay Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
2724	Hovander Orchard, Non-Res	\$155.00	Per Day, only in conjunction with rental of the Group Picnic Area	No Change	\$155.00	Per Day, only in conjunction with rental of the Group Picnic Area Sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2729	Hovander Red or Blue Picnic Site, Non-Res	\$95.00	Per Day, Per Site; \$25 additional for 51 to 100 people	No Change	\$95.00	Per Day, Per Site; \$25 additional for 51 to 100 people Sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2733	Silver Lake Maple Creek Picnic Shelter, Res	\$125.00	Per Group	No Change	\$125.00	Per Group Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
2734	Silver Lake Maple Creek Picnic Shelter, Non-Res	\$145.00	Per Group	No Change	\$145.00	Per Group Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
2737	Day Use Boat Launch Lighthouse Marine Park	\$10.00	Per Day	No Change	\$10.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
2746	Ferndale Senior Activity Center Fri 5 pm - 11 pm, Sat - Sun & Holidays 8 am - 11pm, Non-Res	\$220.00	Per Day	No Change	\$220.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
2747	Ferndale Senior Activity Center Large Group Use Fee	\$50.00	Per Day	No Change	\$50.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
2748	Vendor Day Fee (Special Events)		Varies per day/ per hour (Negotiated based on impact to the facility and staff time)	No Change		Varies per day/ per hour (Negotiated based on impact to the facility and staff time) Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
2749	Roeder Home Main and Second Floor, Non-Res	\$275.00	Per Day	No Change	\$275.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
2750	Roeder Home Main and Second Floor, Res	\$250.00	Per Day	No Change	\$250.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
2784	GIS Shapefile and Assessment Roll Data (Short Master)	\$75.00	Each	No Change	\$75.00	Each CPU Processing plus Digital Media	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2801	Silver Lake Day Lodge, Non-Res	\$215.00	Per Day	No Change	\$215.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
2805	Silver Lake Red Mtn. Camp Shelter, Non-Res	\$60.00	Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite	No Change	\$60.00	Per Day (Capacity 30), may only be rented when camping in Red Mtn. Campsite Sales tax exempt	Executive Order 2006-1	<input type="checkbox"/>
2827	Camping Discount		50% Discount for WA residents with a WA State Parks Disability Pass, Disabled Vet Lifetime Pass, or a WA State Permanent Disability Parking Permit and matching ID. Does not apply to group camping, cabins, lodges.	No Change		50% Discount for WA residents with a WA State Parks Disability Pass, Disabled Vet Lifetime Pass, or a WA State Permanent Disability Parking Permit and matching ID. Does not apply to group camping, cabins, lodges.		<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Parks & Recreation

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
2828	Special Event application review fee - Up to 3 Hours of Administrative Review	\$100.00	per event, up to 3 hours of Administrative Review	No Change	\$100.00	per event, up to 3 hours of Administrative Review Non-Refundable	Executive Order 2013-06	<input type="checkbox"/>
2830	Facility / Event Staffing Fee	\$20.00	Per Hour	No Change	\$20.00	Per Hour	Executive Order 2013-06	<input type="checkbox"/>
2834	Cabin Pet Fee, excludes Lakeside Lodge & Tomyhoi Cabin	\$28.00	Per pet, 2 pet max	No Change	\$28.00	Per pet, 2 pet max	Unified Fee Schedule	<input type="checkbox"/>
2880	Special Event - Additional Electrical Panel	\$200.00	per panel	No Change	\$200.00	per panel	Unified Fee Schedule	<input type="checkbox"/>
2881	Special Event - WIFI access	\$100.00	per day	No Change	\$100.00	per day	Unified Fee Schedule	<input type="checkbox"/>
2899	Field Mowing Fee	\$55.00	per hour of mowing	Change	\$70.00	per hour of mowing	Unified Fee Schedule	<input type="checkbox"/>
2900	Facility Rental - WIFI Access	\$25.00	per day	No Change	\$25.00	per day		<input type="checkbox"/>
5001	Samish Day Lodge, Non-Res	\$275.00	Per Day	No Change	\$275.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
5020	Bellingham Senior Activity Center Great Room, Room 15 or 16 Fri 5 pm - 11 pm, Sat - Sun & Holidays 8 am to 11 pm, Res	\$132.00	Per Day	No Change	\$132.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
5021	Bellingham Senior Activity Center Great Room, Room 15 or 16 Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Non-Res	\$157.00	Per Day	No Change	\$157.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
5027	Bellingham Senior Activity Center Small Classrooms Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Res	\$105.00	Per Day	No Change	\$105.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
5028	Bellingham Senior Activity Center Small Classrooms Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Non-Res	\$125.00	Per Day	No Change	\$125.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
7181	Hovander Orchard, Resident	\$135.00	Per Day, only in conjunction with rental of the Group Picnic Area	No Change	\$135.00	Per Day, only in conjunction with rental of the Group Picnic Area sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
7182	Hovander Red or Blue Picnic Site, Resident	\$75.00	Per Day, Per Site, \$25 additional for 51-100 people	No Change	\$75.00	Per Day, Per Site, \$25 additional for 51-100 people sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
7183	Lighthouse Marine Park, Group Site, Non Resident	\$133.00	Per Night	Change	\$140.00	Per Night Includes Sales Tax	Executive Order 2022-03	<input type="checkbox"/>
7184	Commercial or Special Event use of Birch Bay Beach Park	\$630.00	Per Day, only in conjunction with Special Event Permit	No Change	\$630.00	Per Day, only in conjunction with Special Event Permit		<input type="checkbox"/>
8004	Paddle Board / 2 Seat Kayak / 4 Seat Pedal Boat	\$55.00	Per Day	No Change	\$55.00	Per Day Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
8005	Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboat	\$40.00	Per Day	No Change	\$40.00	Per Day Includes Sales Tax	Executive Order 2006-1	<input type="checkbox"/>
8006	Hovander Camping Fee	\$20.00	Per Unit, Per Night (only in conjunction with approved special event. Special Event application required.)	No Change	\$20.00	Per Unit, Per Night (only in conjunction with approved special event. Special Event application required.) Includes Sales Tax	Unified Fee Schedule	<input type="checkbox"/>
8008	Alcohol Use Fee	\$60.00	Per Event	No Change	\$60.00	Per Event	Unified Fee Schedule	<input type="checkbox"/>
8012	Daily admission to Commercial Event at Hovander Complex	\$1.00	per person	No Change	\$1.00	per person	Executive Order 2005-01	<input type="checkbox"/>
8015	Commercial or Special Event use of Main Picnic shelter at Hovander	\$590.00	per day	No Change	\$590.00	per day	Executive Order 2005-01	<input type="checkbox"/>
8020	Commercial or Special Event use of fields	\$400.00	per day, per field	No Change	\$400.00	per day, per field Only in conjunction with approved Special Event	Executive Order 2005-01	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Parks & Recreation

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8022	Period Reenactment and Youth Based Camping Activities	\$2.00	Per person, per night (only in conjunction with approved special event. Special Event Application required).	No Change	\$2.00	Per person, per night (only in conjunction with approved special event. Special Event Application required). Includes Sales Tax	Executive Order 2005-01	<input type="checkbox"/>
8023	Special Event Alcohol Beverage Fee	\$120.00	Per Event	No Change	\$120.00	Per Event	Executive Order 2005-01	<input type="checkbox"/>
8024	Fields	\$200.00	Per day, per field	No Change	\$200.00	Per day, per field Plus fees for impact of garbage, utility, staffing	Executive Order 2005-01	<input type="checkbox"/>
8026	Lighthouse Marine Park Event Fee		\$240 - \$1,500 based on facility use and impact to the park	No Change		\$240 - \$1,500 based on facility use and impact to the park Associated with Special Event Permit	Executive Order 2005-01	<input type="checkbox"/>
8047	Firewood	\$5.00	Per Bundle	Change	\$7.00	Per Bundle	Unified Fee Schedule	<input type="checkbox"/>
8048	Minor Sport Equipment Rental		Varies per item	No Change		Varies per item Council delegates to Dept auth to set rates	Unified Fee Schedule	<input type="checkbox"/>
8049	Lighthouse Mrn Pk, Large Tenting Site, (25 person max) Res	\$62.00	Per Night	Change	\$65.00	Per Night includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
8050	Lighthouse Mrn Pk, Large Tenting Site, (25 person max) Non-Res	\$82.00	Per Night	Change	\$85.00	Per Night includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
8051	Corn Feeder - Hovander	\$0.25	Each	No Change	\$0.25	Each Includes sales tax	Executive Order 2006-1	<input type="checkbox"/>
8054	Accounting Fee - Programs		per class per participant; rate varies on cost of the program / class (charged if a participant cancels a program and a refund is given)	No Change		per class per participant; rate varies on cost of the program / class (charged if a participant cancels a program and a refund is given)	Unified Fee Schedule	<input type="checkbox"/>
8065	Semiahmoo Day Lodge, Res	\$290.00	Per Day	No Change	\$290.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8066	Semiahmoo Day Lodge, Non-Res	\$310.00	Per Day	No Change	\$310.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8069	Inflatable or Bounce House Fee	\$75.00	Per Day	No Change	\$75.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
8071	Hovander Portable BBQ Grill	\$85.00	Per Day	No Change	\$85.00	Per Day Includes Sales Tax		<input type="checkbox"/>
8125	Roeder Home Kitchen Package (Dishes, flatware, coffee servers)	\$50.00	Per Day	No Change	\$50.00	Per Day Includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8128	Lighthouse Marine Park, Group Site, Res	\$113.00	Per Night	Change	\$120.00	Per Night Includes sales tax	Executive Order 2022-03	<input type="checkbox"/>
8130	Roeder Home Commercial Outdoor Pkg. (Tables, chairs)	\$200.00	Per day	No Change	\$200.00	Per day includes sales tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8141	Lighthouse Marine Park Day Use Picnic Shelter (25 person maximum), Res	\$40.00	Per Day	No Change	\$40.00	Per Day sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8142	Lighthouse Marine Park Day Use Picnic Shelter (25 person maximum), Non Res	\$60.00	Per Day	No Change	\$60.00	Per Day sales tax exempt	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8217	Roeder Home Outdoor Equip. Package (tables, chairs, gas grill)	\$65.00	Per Day	No Change	\$65.00	Per Day Includes Sales Tax	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8227	Range Fee Junior Firearm Rental (Rifle)	\$3.00	per day	Change	\$10.00	per day Does not include ammo	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
8230	Range Fees Chronograph	\$5.00	Per Visit	No Change	\$5.00	Per Visit Includes sales tax	Unified Fee Schedule	<input type="checkbox"/>
8326	Commercial or Special Event Use of Bellingham Senior Activity Center Auditorium	\$420.00	Per Day	No Change	\$420.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Parks & Recreation

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8341	Commercial or Special Event Use of the Bellingham Senior Activity Center Great Room, Room 15 or 16	\$264.00	Per Day	No Change	\$264.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8371	Commercial or Special Event, Bellingham Senior Activity Center Small Classrooms	\$210.00	Per day	No Change	\$210.00	Per day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
8450	Commercial or Special Event, Roeder Home	\$600.00	Per Day	No Change	\$600.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8455	Spinning Wheel	\$4.00	per session	No Change	\$4.00	per session	Unified Fee Schedule	<input type="checkbox"/>
8456	Looms	\$4.00	per session	No Change	\$4.00	per session	Unified Fee Schedule	<input type="checkbox"/>
8457	Easels	\$2.00	per session	No Change	\$2.00	per session	Unified Fee Schedule	<input type="checkbox"/>
8458	Bellingham Senior Activity Center, Auditorium, Fri 5 pm - 11 pm, Sat - Sun 8 am - 11 pm, Res	\$260.00	Per Day	No Change	\$260.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8459	Bellingham Senior Activity Center Auditorium, Fri 5 pm - 11 pm, Sat - Sunday 8 am - 11 pm, Non-Res	\$280.00	Per Day	No Change	\$280.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8460	Text Only Youth Range Fees 10-16 years old	\$5.00	per child	Change	\$12.00	per child Adult Presence Required	Unified Fee Schedule	<input type="checkbox"/>
8478	Silver Lake Cedar & Fir Picnic Shelters, Res	\$40.00	Per Group	No Change	\$40.00	Per Group Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
8479	Silver Lake Cedar & Fir Picnic Shelters, Non-Res	\$60.00	Per Group	No Change	\$60.00	Per Group Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
8480	Range Special Event / Program		\$50 - \$2,000 (Negotiated based on impact to Range facility)	No Change		\$50 - \$2,000 (Negotiated based on impact to Range facility)	Unified Fee Schedule	<input type="checkbox"/>
8481	Special Event Water Use Fee	\$150.00	Per Event, Per Day with approved Special Event Permit	No Change	\$150.00	Per Event, Per Day with approved Special Event Permit	Unified Fee Schedule	<input type="checkbox"/>
8482	Special Event Electricity Fee	\$150.00	Per event, per day with approved Special Event Permit	No Change	\$150.00	Per event, per day with approved Special Event Permit	Unified Fee Schedule	<input type="checkbox"/>
8483	Refuse Removal Fee	\$20.00	Per facility, picnic rental	No Change	\$20.00	Per facility, picnic rental	Unified Fee Schedule	<input type="checkbox"/>
8484	Special Event Application Review Fee - Over 3 Hours of Review		Rate per hour equals current Operations Manager's billing rate	No Change		Rate per hour equals current Operations Manager's billing rate Non-Refundable	Unified Fee Schedule	<input type="checkbox"/>
8485	Special Event Site Visit	\$150.00	Per Required Site Visit	No Change	\$150.00	Per Required Site Visit	Unified Fee Schedule	<input type="checkbox"/>
9029	Tennant Lake House Main Floor, Res	\$150.00	Per Day	No Change	\$150.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
9030	Tennant Lake House Main Floor, Non-Res	\$170.00	Per Day	No Change	\$170.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
9031	Tennant Lake House Front Lawn	\$100.00	Per Day	No Change	\$100.00	Per Day Sales tax exempt	Unified Fee Schedule	<input type="checkbox"/>
9032	Expense for Rental Application Background Check - Actual Cost		Rate established by vendor	No Change		Rate established by vendor Pass thru - actual cost charged by vendor	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
9049	Ferndale Senior Activity Center Fri 5 pm - 11 pm, Sat - Sun 8 am - 11pm, Res	\$200.00	Per Day	No Change	\$200.00	Per Day Sales Tax Exempt	Unified Fee Schedule	<input type="checkbox"/>
9054	Bike-In Camping fee	\$6.00	Per Night	No Change	\$6.00	Per Night County Residents	Executive Order 2021-03	<input type="checkbox"/>
9055	Bike-In Camping fee	\$7.00	Per Night	No Change	\$7.00	Per Night Non-County Residents	Executive Order 2021-03	<input type="checkbox"/>
9061	Facility Site Visit Fee			New	\$25.00	per visit, includes sales tax		<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Planning & Development Services

Administration

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
Planning & Development Services								
Administration								
2054	Custom Mapping or Data	\$150.00	Per Hour + actual cost materials, 1/2 hour minimum	No Change	\$150.00	Per Hour + actual cost materials, 1/2 hour minimum	Unified Fee Schedule	<input type="checkbox"/>
2074	Hearing Examiner: Appeal - Other Admin Decisions to Hearing Examiner	\$500.00	Per application	No Change	\$500.00	Per application	WCC 15,16, 20, 21, 22, 23	<input type="checkbox"/>
2083	Standard Maps & Publications		Actual Cost	No Change		Actual Cost	Unified Fee Schedule	<input type="checkbox"/>
2757	Staff fee beyond standard services	\$240.00	\$240 base up to 2 hours, then \$120/hour	No Change	\$240.00	\$240 base up to 2 hours, then \$120/hour	Unified Fee Schedule	<input type="checkbox"/>
2760	Copies/Printing - black/white - 8 1/2" x 11", 8 1/2" x 17", 11" x 17"	\$0.15	Per Page	No Change	\$0.15	Per Page	RCW 42.56.070(8), 42.56.120	<input type="checkbox"/>
2761	Copies/Printing - color - 8 1/2" x 11", 8 1/2" x 17", 11" x 17"	\$0.25	Per Page	No Change	\$0.25	Per Page	RCW 42.56.070(7)(a)	<input type="checkbox"/>
2762	Copies/Printing of Maps - black/white	\$0.15	Per Linear Inch	No Change	\$0.15	Per Linear Inch	Actual Cost	<input type="checkbox"/>
2763	Copies/Printing of Maps - color	\$0.35	Per Linear Inch	No Change	\$0.35	Per Linear Inch	Actual Cost	<input type="checkbox"/>
2764	Staff time for scanning paper documents into electronic format (applies when an electronic copy does not already exist)	\$120.00	Per Hour, 1/2 hour minimum	No Change	\$120.00	Per Hour, 1/2 hour minimum	WAC 44-14-07003, 44-14-05002(2)(c)(i)	<input type="checkbox"/>
2765	Code Enforcement Penalties	\$1,000.00	Up to \$1,000 per day per violation	No Change	\$1,000.00	Up to \$1,000 per day per violation	WCC 15, 16.16, 20, 22, 23	<input type="checkbox"/>
2766	Code Enforcement Inspection for inspections necessary to check status or confirm completion of required compliance action.	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 16.16, 20, 22, 23	<input type="checkbox"/>
2811	Publishing		Actual Cost	No Change		Actual Cost	Unified Fee Schedule	<input type="checkbox"/>
2843	3% Technology Fee--Permit System		3% Technology Fee charged on total permit/application fees due	No Change		3% Technology Fee charged on total permit/application fees due Per Permit/Application	Unified Fee Schedule	<input type="checkbox"/>
7180	General Administration/All Divisions	\$120.00	Per hour of staff time related to general permit/application administration, review, changes and/or adjustments to original application or for unpermitted project	No Change	\$120.00	Per hour of staff time related to general permit/application administration, review, changes and/or adjustments to original application or for unpermitted project	WCC 15, 22, 16, 20, 21, 23	<input type="checkbox"/>
8430	Special Reports	\$120.00	Per Hour	No Change	\$120.00	Per Hour	Unified Fee Schedule	<input type="checkbox"/>
9005	CD's / DVD's/USB Storage		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	<input type="checkbox"/>
9006	Postage		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	<input type="checkbox"/>
9013	Notary Service	\$8.00	Per Notary Signature and Seal	No Change	\$8.00	Per Notary Signature and Seal	Unified Fee Schedule	<input type="checkbox"/>

Building Services

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Planning & Development Services

Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
2767	Building Permit Appointment No-Show (without a cancellation notice)	\$50.00	\$50 when appointment cancellation is not made by the end of business day (4:30 pm) on day prior.	No Change	\$50.00	\$50 when appointment cancellation is not made by the end of business day (4:30 pm) on day prior.	Unified Fee Schedule	<input type="checkbox"/>
2842	FIRE: Fire Safety Correction Inspection	\$60.00	Per Inspection-First follow up inspection after fire/life safety corrections were identified and required.	No Change	\$60.00	Per Inspection-First follow up inspection after fire/life safety corrections were identified and required.	WCC 15, 22	<input type="checkbox"/>
2875	FIRE: Additional Fire Safety Correction Inspections	\$120.00	Per inspection-Second and/or more follow up inspections after fire/life safety corrections were identified and required	No Change	\$120.00	Per inspection-Second and/or more follow up inspections after fire/life safety corrections were identified and required	WCC 15, 22	<input type="checkbox"/>
2882	Demolition Permit Flat Rate (Residential Only)	\$240.00	Per Application	No Change	\$240.00	Per Application	WCC 15, 22	<input type="checkbox"/>
2883	Small Project Flat Rate	\$120.00	Per Application--Residential re-roof, window replacement & siding replacement Only	Change	\$120.00	Per Application.Residential: re-roof, window replacement & siding replacement only, applicable to Commerical buildings under 4,000 sq. ft.	WCC 15, 22	<input type="checkbox"/>
2909	Secure Med Plan revision/petition review	\$378.00	per plan	No Change	\$378.00	per plan		<input type="checkbox"/>
2910	Per Application	\$120.00	each	No Change	\$120.00	each	WCC Title 22	<input type="checkbox"/>
8215	Building Permit Re-Inspection Fee	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	<input type="checkbox"/>
8243	Building Plan Check Fee		65% of Building Permit	No Change		65% of Building Permit	WCC 15, 22	<input type="checkbox"/>
8301	Fire: Fireworks Stands	\$100.00	Per Permit	No Change	\$100.00	Per Permit	WCC 15, 22	<input type="checkbox"/>
8302	Fire: Assembly Education, Daycare: Places of Assembly Occupancy Inspections	\$120.00	Per Hour	Change	\$120.00	Per Hour, 1/2 hour increments allowed	WCC 15, 22	<input type="checkbox"/>
8303	Fire: Plan Review (Includes out of Jurisdiction)	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	No Change	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	WCC 15, 22	<input type="checkbox"/>
8304	Fire: Public Fireworks Display Permit	\$240.00	Base 2 hours, then \$120 per hour each additional hour	Change	\$240.00	\$240 Base, includes review and one inspection; then any additional review or inspection at \$120 per hour	WCC 15, 22	<input type="checkbox"/>
8305	Fire: Special Inspections	\$120.00	Per Hour	Change	\$120.00	Per Hour, 1 hour minimum	WCC 15, 22	<input type="checkbox"/>
8306	Mechanical Code: Additional Plan Review	\$120.00	Per Hour, 1/2 hour minimum	No Change	\$120.00	Per Hour, 1/2 hour minimum	WCC 15, 22	<input type="checkbox"/>
8307	Mechanical Code: After Hours Inspection	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	No Change	\$240.00	\$240 base up to 2 hours then \$120/hr for each additional hour	WCC 15, 22	<input type="checkbox"/>
8308	Mechanical Code: Inspections Other	\$120.00	Per Hour, one hour minimum	No Change	\$120.00	Per Hour, one hour minimum	WCC 15, 22	<input type="checkbox"/>
8309	Mechanical Code: Other Equipment Reg	\$15.00	Per Appliance/Tank	No Change	\$15.00	Per Appliance/Tank	WCC 15, 22	<input type="checkbox"/>
8310	Mechanical Code: Permits	\$40.00	Per Permit--includes 1 inspection when not associated with a building permit (Mechanical Permit)	No Change	\$40.00	Per Permit--includes 1 inspection when not associated with a building permit (Mechanical Permit)	WCC 15, 22	<input type="checkbox"/>
8311	Mechanical Code: Re-Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Planning & Development Services

Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8312	Mechanical Code: Appliance Under 100,000 BTU	\$16.00	Per Unit	No Change	\$16.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8313	Mechanical Code: Appliance > 100,000 BTU	\$20.00	Per Unit	No Change	\$20.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8322	Mechanical Code: Boiler Compressor Up to 165,000 BTU	\$16.00	Per Unit	No Change	\$16.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8323	Mechanical Code: Boiler/Compressor up to 330,000 BTU	\$29.00	Per Unit	No Change	\$29.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8324	Mechanical Code: Boiler Compressor up to 1,165,000 BTU	\$39.00	Per Unit	No Change	\$39.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8325	Mechanical Code: Boiler Compressor up to 3,300,000 BTC	\$57.00	Per Unit	No Change	\$57.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8327	Mechanical Code: Boiler Compressor over 3,300,000 BTU	\$94.00	Per Unit	No Change	\$94.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8332	Mobile Home Double Wide Permit Fee (Park)	\$440.00	Per Story	No Change	\$440.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8333	Mobile Home Double Wide Permit Fee (Residential Lot)	\$550.00	Per Story	No Change	\$550.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8334	Mobile Home Reinspection	\$120.00	Per Hour	No Change	\$120.00	Per Hour	WCC 15, 22	<input type="checkbox"/>
8338	Mobile Home Single Wide Permit Fee (Park)	\$275.00	Per Story	No Change	\$275.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8340	Mobile Home Single Wide Permit Fee (Residential Lot)	\$385.00	Per Story	No Change	\$385.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8345	Mobile Home Triple Wide Permit Fee (Park)	\$550.00	Per Story	No Change	\$550.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8346	Mobile Home Triple Wide Permit Fee (Residential Lot)	\$660.00	Per Story	No Change	\$660.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8347	Plumbing: Plan Review; Additional Plan Review	\$120.00	Per Hour, one hour minimum	No Change	\$120.00	Per Hour, one hour minimum	WCC 15, 22	<input type="checkbox"/>
8348	Plumbing: After Hours Inspection	\$240.00	\$240 base up to 2 hour then \$120/hr for each additional hour	No Change	\$240.00	\$240 base up to 2 hour then \$120/hr for each additional hour	WCC 15, 22	<input type="checkbox"/>
8349	Plumbing: Complex Systems		Per UFS Appendix B, PDS UFS Policy #9	No Change		Per UFS Appendix B, PDS UFS Policy #9	UPC, WCC 15, 22, UFS Appendix B	<input type="checkbox"/>
8350	Plumbing: Permit	\$40.00	Per Permit--includes 1 inspection when not associated with a building permit (Plumbing Permit)	No Change	\$40.00	Per Permit--includes 1 inspection when not associated with a building permit (Plumbing Permit)	WCC 15, 22	<input type="checkbox"/>
8351	Plumbing: Permit Supplemental	\$40.00	Per Permit	No Change	\$40.00	Per Permit	WCC 15, 22	<input type="checkbox"/>
8352	Plumbing: Reinspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	<input type="checkbox"/>
8353	Plumbing: Backflow Protective Device	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8354	Plumbing: Lawn Sprinkler System	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8355	Plumbing: Drain	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8356	Plumbing: Fixture	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8357	Plumbing: Water Heater	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8358	Plumbing: Down Spout Commercial	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Planning & Development Services

Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8359	Plumbing: Grease Interceptor	\$120.00	\$120 base up to 1 hour then \$120/hr + \$12.00 per unit	No Change	\$120.00	\$120 base up to 1 hour then \$120/hr + \$12.00 per unit	WCC 15, 22	<input type="checkbox"/>
8360	Plumbing: Water Treatment Equipment Residential	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8361	Plumbing: Large Backflow Preventor Device	\$15.00	Per Unit + \$120/hr over one hour	No Change	\$15.00	Per Unit + \$120/hr over one hour	WCC 15, 22	<input type="checkbox"/>
8362	Plumbing: Sewer	\$15.00	Per Unit	No Change	\$15.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8366	Construction Permit: Pre-Application Review	\$500.00	\$500 base up to 1.5 hours then \$120/hr	No Change	\$500.00	\$500 base up to 1.5 hours then \$120/hr	Unified Fee Schedule and Appendix B	<input type="checkbox"/>
8369	Title Eliminations (Mobile Homes)	\$120.00	\$120 per hour per application, minimum 1/2 hour	No Change	\$120.00	\$120 per hour per application, minimum 1/2 hour	Unified Fee Schedule	<input type="checkbox"/>
8370	Zoning: Site Plan Review Residential		Per Application: 0.12% of Building Project Valuation; minimum \$20 not to exceed \$3,000	No Change		Per Application: 0.12% of Building Project Valuation; minimum \$20 not to exceed \$3,000	Unified Fee Schedule	<input type="checkbox"/>
8372	Zoning: Site Plan Review Commercial		Per Application: 0.3% of Project Valuation or \$20 whichever is greater; not to exceed \$5,500	No Change		Per Application: 0.3% of Project Valuation or \$20 whichever is greater; not to exceed \$5,500	Unified Fee Schedule	<input type="checkbox"/>
8373	Outside Plan Review		Per UFS Appendix B, PDS UFS Policy #8	No Change		Per UFS Appendix B, PDS UFS Policy #8	Unified Fee Schedule, Appendix B, WCC 15	<input type="checkbox"/>
8375	Fire: Residential Burn Permit	\$60.00	Per Permit, Per Week	No Change	\$60.00	Per Permit, Per Week	IFC 105.6.340, 22	<input type="checkbox"/>
8376	Fire: Commercial Burn Permit	\$120.00	Per Day Per Inspection	No Change	\$120.00	Per Day Per Inspection	IFC 105.6.340, WCC 22	<input type="checkbox"/>
8377	Occupancy/Small Project Permit- Commercial: Change of Use/Tenant Improvement - No Value Project	\$240.00	\$240 Base up to 1 hour, then \$120 per hour for additional time	Change	\$240.00	\$240 Base up to 1 hour, then \$120 per hour for additional time	Unified Fee Schedule	<input type="checkbox"/>
8378	General Permit Administration	\$120.00	Per Hour of staff time related to general permit administration, review, changes and/or adjustments to original application, permit or tenant improvement.	No Change	\$120.00	Per Hour of staff time related to general permit administration, review, changes and/or adjustments to original application, permit or tenant improvement.	WCC 15, 22	<input type="checkbox"/>
8379	Building Permit Repeat Plan File Setup		65% of Building Permit Fee, See UFS Appendix B, PDS UFS Policy #1	No Change		65% of Building Permit Fee, See UFS Appendix B, PDS UFS Policy #1	Unified Fees Schedule and Appendix B	<input type="checkbox"/>
8381	Building Permits: Commercial		Per UFS Appendix B, PDS UFS Policy #2	No Change		Per UFS Appendix B, PDS UFS Policy #2	Unified Fee Schedule and Appendix B	<input type="checkbox"/>
8382	Building Permit Reinstatement with in 12 months of expiration		50% of original Building Permit Fee, See UFS Appendix B, PDS UFS Policy #3	No Change		50% of original Building Permit Fee, See UFS Appendix B, PDS UFS Policy #3	UFS and Appendix B	<input type="checkbox"/>
8383	Building Permit: Work Started Without Permit		Double the cost of building permit fee, see UFS Appendix B, PDS UFS Policy #4	No Change		Double the cost of building permit fee, see UFS Appendix B, PDS UFS Policy #4	Unified Fee Schedule and Appendix B	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Planning & Development Services

Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8384	Building Permit: Repeat / Reuse Application		50% less than original Plan Check Fee, See UFS Appendix B, PDS UFS Policy #5	No Change		50% less than original Plan Check Fee, See UFS Appendix B, PDS UFS Policy #5	Unified Fee Schedule and Appendix B	<input type="checkbox"/>
8385	Fire: Sprinkler System Plan Review (13-d)	\$240.00	Per Review	Change	\$240.00	\$240 Base; includes review and one inspection, then additional review or inspections at \$120 per hour	WCC 15, 22	<input type="checkbox"/>
8386	Fire: Sprinkler System Review/Inspection (All Other)		2% of project valuation	No Change		2% of project valuation	WCC 15, 22	<input type="checkbox"/>
8387	Fire: Fire Flow Inspection and/or Fire Access Road Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	<input type="checkbox"/>
8388	Fire: Administrative / Miscellaneous Review - Residential	\$60.00	Per Review, see UFS Appendix B, PDS UFS Policy #6	Change	\$60.00	Per Review, \$60 Base, up to 1/2 hour then \$120 per hour in 1/2 hr increments, see UFS Appendix B, PDS UFS Policy #6	WCC 15, 22	<input type="checkbox"/>
8389	Mobile Home Plan Review Fee	\$120.00	Per Application	No Change	\$120.00	Per Application	WCC 15, 22	<input type="checkbox"/>
8391	Mobile Home Quadruple Wide PrePlan (Park Lot)	\$175.00	Per Mobile Home	No Change	\$175.00	Per Mobile Home	WCC 15, 22	<input type="checkbox"/>
8392	Mobile Home Quadruple Wide Permit Fee (Park)	\$660.00	Per Story	No Change	\$660.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8393	Mobile Home Quadruple Wide Permit Fee (Residential)	\$770.00	Per Story	No Change	\$770.00	Per Story	WCC 15, 22	<input type="checkbox"/>
8397	Plumbing Sewage Ejector Inspection	\$120.00	\$120 Base up to 1 hour then \$120/hr for each additional hour	No Change	\$120.00	\$120 Base up to 1 hour then \$120/hr for each additional hour	WCC 15, 22	<input type="checkbox"/>
8398	Plumbing: Hydronic System	\$60.00	Per System	No Change	\$60.00	Per System	WCC 15, 22	<input type="checkbox"/>
8399	Application Revision: Additional Review Requested due to Application Modification		Per Revision: 50% of original application fee unless specified otherwise for certain applications	No Change		Per Revision: 50% of original application fee unless specified otherwise for certain applications	WCC 15, 16, 20, 21, 22	<input type="checkbox"/>
8400	Fire: Fire Alarm System Inspection/Review Fire Alarm		7% of Valuation	No Change		7% of Valuation	WCC 15, 22	<input type="checkbox"/>
8401	Fire: Operational Permit	\$120.00	Per Permit except Open Burning	Change	\$120.00	Per Permit except Open Burning, \$120 base up to one hour review then \$120 for each additional hour	WCC 15, 22	<input type="checkbox"/>
8402	Fire: Out of Jurisdiction Fire Inspection or Investigation	\$180.00	Base rate up to 1.5 hours, then \$120 per hour	No Change	\$180.00	Base rate up to 1.5 hours, then \$120 per hour	WCC 15, 22	<input type="checkbox"/>
8404	Mechanical Code: Heat Pump/Mini-split	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8405	Mechanical Code: Gas Piping Residential/Accessory	\$8.00	Per unit or outlet	No Change	\$8.00	Per unit or outlet	WCC 15, 22	<input type="checkbox"/>
8406	Mechanical Code: Gas Piping/Commercial	\$12.00	Per Gas Appliance or Piping Connection + Plan Review per Unified Fee Schedule. Includes one inspection of the systems when not associated with building permit.	No Change	\$12.00	Per Gas Appliance or Piping Connection + Plan Review per Unified Fee Schedule. Includes one inspection of the systems when not associated with building permit.	WCC 15, 22	<input type="checkbox"/>
8407	Mechanical Code: Propane Tank	\$16.00	Per Unit: includes one inspection	No Change	\$16.00	Per Unit: includes one inspection	WCC 15, 22	<input type="checkbox"/>

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Planning & Development Services

Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8408	Mechanical Code: Commercial or Type 1 Hood		Fee per valuation, except when valuation is not available or reliable, then \$120/hr. Fee per valuation equals the same amounts presented in UFS # 8412 - # 8420.	No Change		Fee per valuation, except when valuation is not available or reliable, then \$120/hr. Fee per valuation equals the same amounts presented in UFS # 8412 - # 8420.	WCC 15, 22	<input type="checkbox"/>
8412	Building Permits up to \$2,000	\$54.64	Flat Fee	No Change	\$54.64	Flat Fee	WCC 15, 22	<input type="checkbox"/>
8413	Building Permits \$2,001 - \$25,000	\$54.57	\$54.57 base + \$10.91 per \$1,000 of project valuation	No Change	\$54.57	\$54.57 base + \$10.91 per \$1,000 of project valuation	WCC 15, 22	<input type="checkbox"/>
8414	Building Permits \$25,001 - \$50,000	\$305.61	\$305.61 base + \$7.89 per \$1,000 project valuation	No Change	\$305.61	\$305.61 base + \$7.89 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8415	Building Permits \$50,001 - \$100,000	\$527.83	\$527.83 base + \$5.73 per \$1,000 project valuation	No Change	\$527.83	\$527.83 base + \$5.73 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8416	Building Permits \$100,001 - \$150,000	\$829.38	\$829.38 base + \$4.55 per \$1,000 project valuation	No Change	\$829.38	\$829.38 base + \$4.55 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8417	Building Permits \$150,001 - \$250,000	\$884.14	\$884.14 base + \$4.85 per \$1,000 project valuation	No Change	\$884.14	\$884.14 base + \$4.85 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8418	Building Permits \$250,001 - \$500,000	\$915.16	\$915.16 base + \$5.02 per \$1,000 project valuation	No Change	\$915.16	\$915.16 base + \$5.02 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8419	Building Permits \$500,001 - \$1,000,000	\$2,844.42	\$2,844.42 base + \$4.19 per \$1,000 project valuation	No Change	\$2,844.42	\$2,844.42 base + \$4.19 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8420	Building Permits \$1,000,000 and up	\$4,893.48	\$4,893.48 base + \$2.77 per \$1,000 project valuation	No Change	\$4,893.48	\$4,893.48 base + \$2.77 per \$1,000 project valuation	WCC 15, 22	<input type="checkbox"/>
8421	Special Inspection	\$120.00	Per Inspection when not associated with a permit case, or when associated with an expired permit, or when associated with a revision or tenant improvement, or similar.	No Change	\$120.00	Per Inspection when not associated with a permit case, or when associated with an expired permit, or when associated with a revision or tenant improvement, or similar.	WCC 15, 22	<input type="checkbox"/>
8422	Construction Permit: Reduced Pre-Application Review	\$250.00	\$250 base up to 1.5 hours then \$120/hr for each additional hour, See UFS Appendix B, PDS UFS Policy #7B	No Change	\$250.00	\$250 base up to 1.5 hours then \$120/hr for each additional hour, See UFS Appendix B, PDS UFS Policy #7B	Unified Fee Schedule and Appendix B	<input type="checkbox"/>
8423	Mechanical Code: Supplemental Permit	\$40.00	Per Permit, includes one inspection when separate from a building permit	No Change	\$40.00	Per Permit, includes one inspection when separate from a building permit	WCC 15, 22	<input type="checkbox"/>
8424	Mechanical Code: Simple Appliance or Vent	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8425	Mechanical Code: Air Handling Unit	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8426	Mechanical Code: Solid Fuel Burning Appliance or Fireplace	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	<input type="checkbox"/>
8427	Mechanical Code: Heating Fuel Tanks	\$12.00	Per unit	No Change	\$12.00	Per unit	WCC 15, 22	<input type="checkbox"/>
8432	Building Permits Additional Plan Reviews	\$120.00	Per hour or per valuation whichever is greater	No Change	\$120.00	Per hour or per valuation whichever is greater	WCC 15, 22	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Planning & Development Services

Building Services

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8433	Building Code/Fire/Safety Appeal Fee	\$500.00	\$500.00 base up to 3 hours, then \$120/hr for each additional hour.	No Change	\$500.00	\$500.00 base up to 3 hours, then \$120/hr for each additional hour.	Unified Fee Schedule	<input type="checkbox"/>
8487	Fire: Sprinkler Tenant Improvement less than 20 heads		5% of project value	No Change		5% of project value	WCC 15, 22	<input type="checkbox"/>
8488	Fire: Flow Systems Review	\$240.00	\$240 Per System	Change		1% of Project Value. Covers review and up to 8 site inspections. Additional inspections will be \$120 per hour for each inspection	WCC 15, 22	<input type="checkbox"/>
8489	Fire: Flow Systems Inspections	\$120.00	Per inspection, \$120 base for 1 inspector, if 2 inspectors required fee is \$120 for each	No Change	\$120.00	Per inspection, \$120 base for 1 inspector, if 2 inspectors required fee is \$120 for each	WCC 15, 22	<input type="checkbox"/>
8490	Fire: After Hours Inspection	\$240.00	Per Inspection, \$240 base fee 1st 2 hours, then \$120 for each additional hour	No Change	\$240.00	Per Inspection, \$240 base fee 1st 2 hours, then \$120 for each additional hour	WCC 15, 22	<input type="checkbox"/>
8491	Fire: Gates; Residential Plan Review	\$60.00	Per application	No Change	\$60.00	Per application	WCC 15, 22	<input type="checkbox"/>
8492	Fire: Gates/Roads; Commercial Gates & Multiple User Road Plan Review	\$240.00	Per application	Change	\$240.00	\$240 base; includes review and one inspection, then additional review or inspections at \$120 per hour	WCC 15, 22	<input type="checkbox"/>
8494	Fire: Administrative/Misc Review	\$240.00	Per Application	No Change	\$240.00	Per Application	WCC 15, 22	<input type="checkbox"/>
8495	Specialty Systems Review/Inspection		2% of project Valuation	No Change		2% of project Valuation	WCC 15, 22	<input type="checkbox"/>
9003	Building Permits Inspection After Hours	\$240.00	Base + \$120/hr over 2 hrs	No Change	\$240.00	Base + \$120/hr over 2 hrs	WCC 15, 22	<input type="checkbox"/>
9010	Mechanical Code: Complex Systems		Per UFS Appendix B, PDS UFS Policy #9	No Change		Per UFS Appendix B, PDS UFS Policy #9	IMC, IFGC, WCC 15, 22	<input type="checkbox"/>
9027	Building Permit Extension Request	\$120.00	Per Extension Request when applicable, see UFS Appendix B, PDS UFS Policy #10	No Change	\$120.00	Per Extension Request when applicable, see UFS Appendix B, PDS UFS Policy #10	WCC 15, 22 and Appendix B	<input type="checkbox"/>

Natural Resources

2771	Mitigation Plan Review	\$375.00	Per Application	No Change	\$375.00	Per Application	WCC 16, 20, 22, 23	<input type="checkbox"/>
2773	Mitigation Monitoring	\$640.00	Per Application	No Change	\$640.00	Per Application	WCC 16, 20, 22, 23	<input type="checkbox"/>
2844	NR Staff Wetland Delineation Special Procedure (Single Family Residence Only)	\$630.00	\$630.00 up to 4 hours then \$120 each additional hour	No Change	\$630.00	\$630.00 up to 4 hours then \$120 each additional hour	WCC 16, 22	<input type="checkbox"/>
2884	Pre-Construction Meeting	\$120.00	per request, up to 1 hour, \$120 each additional hour	No Change	\$120.00	per request, up to 1 hour, \$120 each additional hour	WCC16, 20, 21, 22, 23, IBC & Unified Fee Schedule	<input type="checkbox"/>
2885	Reasonable Use Type II	\$1,440.00	Per application	No Change	\$1,440.00	Per application	WCC 16, 22	<input type="checkbox"/>
2886	Shoreline Substantial Type III	\$2,910.00	Per application	No Change	\$2,910.00	Per application	WCC 22, 23	<input type="checkbox"/>
2901	Mitigation As Built Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 16, 20, 22, 23	<input type="checkbox"/>
8244	Clearing: Conversion Option Harvest Plan	\$630.00	per application	No Change	\$630.00	per application	WCC 16, 20, 22, 23	<input type="checkbox"/>
8245	Natural Resources Office Review/Wetland Reconnaissance Review, Pre-Development Site Plan Review	\$240.00	per permit/review	No Change	\$240.00	per permit/review	WCC 16, 20, 22, 23	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Planning & Development Services

Natural Resources

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8246	Natural Resource Site inspection, Grading, CPAL Compliance. Stormwater	\$240.00	per inspection	No Change	\$240.00	per inspection	WCC 16, 20, 22, 23	<input type="checkbox"/>
8247	Natural Resource Wetland Delineation Review, Technical Report Review	\$375.00	per review; each technical report. Base fee covers 3 hours, each additional hour \$120/hour	No Change	\$375.00	per review; each technical report. Base fee covers 3 hours, each additional hour \$120/hour	WCC 16, 20, 22, 23	<input type="checkbox"/>
8252	Gravel Mining Fee - Active	\$520.00	\$520 base rate up to 10-acres of disturbed area then \$45 per acre up to \$1,300 per application	No Change	\$520.00	\$520 base rate up to 10-acres of disturbed area then \$45 per acre up to \$1,300 per application	WCC 20, 22	<input type="checkbox"/>
8253	Gravel Mining Fee - Inactive	\$335.00	\$335 Base up to 10 acres then \$45 an acre up to \$975.00	No Change	\$335.00	\$335 Base up to 10 acres then \$45 an acre up to \$975.00	WCC 20, 22	<input type="checkbox"/>
8254	Shoreline: Conditional Use Permit	\$3,240.00	Per Application (includes public notification fee)	No Change	\$3,240.00	Per Application (includes public notification fee)	WCC 22, 23	<input type="checkbox"/>
8255	Shoreline: Statement of Shoreline Exemption	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC 22, 23	<input type="checkbox"/>
8257	Shoreline: Substantial Development Value Adjustment \$1,000,001 +	\$2,989.00	\$2989 Base then \$490 for each additional \$1,000,000 in value	No Change	\$2,989.00	\$2989 Base then \$490 for each additional \$1,000,000 in value	WCC 22, 23	<input type="checkbox"/>
8258	Shoreline Substantial Development Value Adjustment \$250,001 - \$1,000,000	\$2,320.00	per application	No Change	\$2,320.00	per application	WCC 22, 23	<input type="checkbox"/>
8259	Shoreline: Substantial Development Value Adjustment \$50,001 to \$250,000	\$1,365.00	per application	No Change	\$1,365.00	per application	WCC 22, 23	<input type="checkbox"/>
8260	Shoreline: Substantial Development Permit - Type II	\$1,950.00	per application	No Change	\$1,950.00	per application	WCC 22, 23	<input type="checkbox"/>
8261	Shoreline: Variance	\$4,020.00	per application	No Change	\$4,020.00	per application	WCC 22, 23	<input type="checkbox"/>
8263	Gravel Mining Administrative Approvals	\$1,010.00	per application	No Change	\$1,010.00	per application	WCC 20, 22	<input type="checkbox"/>
8268	Grading/Clearing Application	\$300.00	\$300 up to 10,000 cubic yds then \$120 each additional 10,000 cubic yds or up to 5 acres of clearing then \$120 each additional 5 acres per application	Change	\$420.00	\$420 up to 10,000 cubic yds then \$120 each additional 10,000 cubic yds or up to 5 acres of clearing then \$120 each additional 5 acres per application	WCC 20, 22	<input type="checkbox"/>
8270	NR Setback, Watershed/Stormwater Development Inspections (TESC, stormwater facilities, pervious surface, CAO & Shoreline setback), Reinspection Fee	\$120.00	Per inspection	No Change	\$120.00	Per inspection	WCC 15, 16, 20, 22, IBC	<input type="checkbox"/>
8435	Critical Area (CA) Variance/ Reasonable Use Type III	\$2,750.00	per application	No Change	\$2,750.00	per application	WCC 16, 20, 22	<input type="checkbox"/>
8441	Notification of Activity/Tree Removal	\$40.00	Per notification/permit	No Change	\$40.00	Per notification/permit	WCC 16, 20, 22, 23	<input type="checkbox"/>
8445	Administrative Review of Shoreline Conditional Use Permits	\$975.00	per application	No Change	\$975.00	per application	WCC 22, 23	<input type="checkbox"/>
8496	NR Assessment/Residential Site Plan Review	\$300.00	Per Application	Change	\$420.00	Base fee Per Application. Includes office review and 1 site inspection. If no site inspection necessary fee will be reduced to \$300. Based on the project scope additional UFS fees may apply	WCC16, 20, 22	<input type="checkbox"/>
9007	Archeology Review	\$120.00	Per Review	No Change	\$120.00	Per Review	WCC 16, 20, 22, 23	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Planning & Development Services

Natural Resources

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
9012	Natural Resources Counter Review	\$60.00	per counter review	No Change	\$60.00	per counter review	WCC 16.16, 20, 23	<input type="checkbox"/>
9026	Geohazard Mitigation Review (Non-Vegetation)	\$180.00	Per Application	No Change	\$180.00	Per Application	WCC 16, 20, 22, 23	<input type="checkbox"/>
9056	C-PACER Application fee	\$500.00	Per Application	No Change	\$500.00	Per Application	WCC16.50	<input type="checkbox"/>
9057	C-PACER Application fee	\$2,500.00	1% with a \$2500 minimum and a \$15000 maximum	No Change	\$2,500.00	1% with a \$2500 minimum and a \$15000 maximum	WCC16.50	<input type="checkbox"/>

Planning

2824	Planned Unit Development - Certificate of Completion	\$1,255.00	Per Application	No Change	\$1,255.00	Per Application	WCC 20, 22	<input type="checkbox"/>
2846	Rural Density Determination	\$240.00	Per application	No Change	\$240.00	Per application	WCC 20, 22	<input type="checkbox"/>
2879	Density Credit	\$4,000.00	per dwelling	No Change	\$4,000.00	per dwelling	WCC 20.91.030, 22	<input type="checkbox"/>
2887	Type I Resubmittal/Revision	\$120.00	per submittal or NOAR	No Change	\$120.00	per submittal or NOAR	WCC 22	<input type="checkbox"/>
2888	Type II Resubmittal	\$240.00	per submittal or NOAR	No Change	\$240.00	per submittal or NOAR	WCC 22	<input type="checkbox"/>
2889	Type III Resubmittal	\$480.00	per submittal or NOAR	No Change	\$480.00	per submittal or NOAR	WCC 22	<input type="checkbox"/>
2890	Type IV Resubmittal	\$640.00	per submittal or NOAR	No Change	\$640.00	per submittal or NOAR	WCC 22	<input type="checkbox"/>
2891	Type II Revision	\$240.00	per application	No Change	\$240.00	per application	WCC 22	<input type="checkbox"/>
2892	Type III Revision	\$480.00	per application	No Change	\$480.00	per application	WCC 22	<input type="checkbox"/>
2893	Type IV Revision	\$640.00	per application	No Change	\$640.00	per application	WCC 22	<input type="checkbox"/>
2894	Type I & Type II Extension Request	\$120.00	per request	No Change	\$120.00	per request	WCC 22	<input type="checkbox"/>
2895	Type III & Type IV Extension Request	\$240.00	per request	No Change	\$240.00	per request	WCC 22	<input type="checkbox"/>
2896	Major Revision - Type IV Project Permit, Long Subdivision or Binding Site Plan	\$240.00	\$240 Base rate up to 2 hours, then hourly rate of \$120	No Change	\$240.00	\$240 Base rate up to 2 hours, then hourly rate of \$120	WCC, 20, 21, 22	<input type="checkbox"/>
2897	Minor Revision - Type IV Project Permit, Long Subdivision or Binding Site Plan	\$640.00	per application	No Change	\$640.00	per application	WCC 20, 21, 22	<input type="checkbox"/>
2898	Zoning Interpretation	\$240.00	per application	No Change	\$240.00	per application	WCC 22	<input type="checkbox"/>
7177	PDS Civil Plan Review	\$120.00	First two submittals of Civil Drawings included in permit fee--if additional reviews are required charged per staff person per hour	No Change	\$120.00	First two submittals of Civil Drawings included in permit fee--if additional reviews are required charged per staff person per hour	WCC 20, 22	<input type="checkbox"/>
7179	Type I Revision	\$120.00	per revision	No Change	\$120.00	per revision	WCC 20	<input type="checkbox"/>
8272	Major Project Permit	\$9,600.00	\$9,600 base + \$120/hour after 80 hours(For Hearing Examiner costs see Council UFS)	No Change	\$9,600.00	\$9,600 base + \$120/hour after 80 hours(For Hearing Examiner costs see Council UFS)	WCC 16, 20, 22	<input type="checkbox"/>
8274	Planned Unit Development - Commercial and Residential	\$3,150.00	per application	No Change	\$3,150.00	per application	WCC 20, 22	<input type="checkbox"/>
8275	Docketed Comprehensive Plan and/or Development Regulation Amendment Application Fee	\$8,800.00	per application unless waived by County Council	No Change	\$8,800.00	per application unless waived by County Council	WCC 22	<input type="checkbox"/>
8276	SEPA Checklist	\$440.00	per application	No Change	\$440.00	per application	WCC 16, 22	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Planning & Development Services

Planning

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8277	SEPA EIS Review	\$3,150.00	\$3,150 base + \$120/hour per staff person after 20 hours	No Change	\$3,150.00	\$3,150 base + \$120/hour per staff person after 20 hours	WCC 16.08	<input type="checkbox"/>
8278	Subdivision: Short Plat Alteration	\$630.00	per application	No Change	\$630.00	per application	WCC 21, 22	<input type="checkbox"/>
8280	Subdivision: Exemption Review	\$900.00	per application includes exemption stamp	No Change	\$900.00	per application includes exemption stamp	WCC 20, 21, 22	<input type="checkbox"/>
8281	Subdivision: Lot of Record/Lot Consolidation Determination	\$480.00	\$480 per application. Review for up to 4 lots, \$120 each group of 4 (or portion of 4) in excess of first 4 lots. Includes legal lot stamp.	No Change	\$480.00	\$480 per application. Review for up to 4 lots, \$120 each group of 4 (or portion of 4) in excess of first 4 lots. Includes legal lot stamp.	WCC 20, 21, 22	<input type="checkbox"/>
8282	Subdivision: Final Short Plat or Subdivision Plat	\$1,255.00	per application	No Change	\$1,255.00	per application	WCC 21, 22	<input type="checkbox"/>
8283	Subdivision: Preliminary Plat, Binding Site Plan, Preliminary	\$6,540.00	per application	No Change	\$6,540.00	per application	WCC 21, 22	<input type="checkbox"/>
8284	Subdivision: Short Plat	\$3,390.00	per application	No Change	\$3,390.00	per application	WCC 21, 22	<input type="checkbox"/>
8286	Subdivision: Binding Site Plan General and/or Specific	\$1,255.00	per application	No Change	\$1,255.00	per application	WCC 20, 22	<input type="checkbox"/>
8287	Subdivision: Variance, Administrative	\$1,255.00	per application	No Change	\$1,255.00	per application	WCC 21, 22	<input type="checkbox"/>
8288	Zoning: Administrative Approval	\$1,440.00	per application	No Change	\$1,440.00	per application	WCC 20., 22	<input type="checkbox"/>
8290	Zoning: Conditional Use	\$3,240.00	per application	No Change	\$3,240.00	per application	WCC 20, 22	<input type="checkbox"/>
8291	Zoning: Non-Conforming Use Certificate	\$630.00	per application	No Change	\$630.00	per application	WCC 20, 22	<input type="checkbox"/>
8292	Zoning: Variance	\$2,750.00	per application	No Change	\$2,750.00	per application	WCC 20, 22	<input type="checkbox"/>
8294	Transfer of Development Rights Certification	\$150.00	per application	No Change	\$150.00	per application	WCC 20, 22	<input type="checkbox"/>
8296	Open Space Land (Application or Transfer)	\$575.00	Per Application	No Change	\$575.00	Per Application	WCC 03.28.010	<input type="checkbox"/>
8297	GMA Development Agreement	\$3,465.00	per application	No Change	\$3,465.00	per application	RCW 36.70B.170 (4)	<input type="checkbox"/>
8298	Subdivision Variance, Hearing Examiner	\$2,750.00	per application	No Change	\$2,750.00	per application	WCC 21, 22	<input type="checkbox"/>
8438	Comprehensive Plan and/or Development Regulation Docketing Fee	\$405.00	Per application	No Change	\$405.00	Per application	WCC 22	<input type="checkbox"/>
8440	LSS/BSP Subdivision Alteration	\$1,225.00	per application	No Change	\$1,225.00	per application	WCC 22	<input type="checkbox"/>
8500	Marijuana Waiver-set back	\$120.00	per application	No Change	\$120.00	per application	WCC 20, 22	<input type="checkbox"/>
8503	Transfer of Development Rights Application	\$240.00	Per Application based on 2 hours of staff time	No Change	\$240.00	Per Application based on 2 hours of staff time	WCC 20, 22	<input type="checkbox"/>
9020	Subdivision: Preliminary Long Plat, Binding Site Plan (per lot)	\$120.00	Per Lot	No Change	\$120.00	Per Lot	WCC 21, 22	<input type="checkbox"/>
9023	Pre Application Meeting / Development Consultation	\$500.00	per application	No Change	\$500.00	per application	WCC 22	<input type="checkbox"/>
9025	Legal Notice	\$120.00	per application	No Change	\$120.00	per application	WCC 22	<input type="checkbox"/>
9060	Density Credit - ADUs			New	\$8.00	Per Square Foot	WCC20.91.030	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Public Works

Administration

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
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Public Works

Administration

2912	3% Technology Fee - Public Works		Per Permit/Application	No Change		Per Permit/Application 3% charged on total permit/application fees due	UFS Ordinance	<input type="checkbox"/>
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Engineering Admin

1211	Road Vacations Application	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC 12.20	<input type="checkbox"/>
1212	Road Vacations Valuation	\$200.00	Per Application	Change	\$200.00	Per Application	WCC 12.20	<input type="checkbox"/>
1213	Road Vacations Processing	\$162.00	Per Application	No Change	\$162.00	Per Application	WCC 12.20	<input type="checkbox"/>
1214	Road Vacations Recording	\$128.00	Per Application	No Change		Per Application	WCC 12.20	<input type="checkbox"/>
2351	Address Assignment	\$35.00	per address	No Change	\$35.00	per address	RCW 58.17.280	<input type="checkbox"/>
2352	Address Assignment New Subdivision/Short Subdivision 2-7 Lots	\$35.00	per lot	No Change	\$35.00	per lot	RCW 58.17.280	<input type="checkbox"/>
2353	Address Assignment New Subdivision 8-10 Lots	\$250.00	per subdivision	No Change	\$250.00	per subdivision	RCW 58.17.280	<input type="checkbox"/>
2354	Address Assignment New Subdivision 11-30 Lots	\$300.00	per subdivision	No Change	\$300.00	per subdivision	RCW 58.17.280	<input type="checkbox"/>
2355	Address Assignment New Subdivision 31-100 Lots	\$400.00	per subdivision	No Change	\$400.00	per subdivision	RCW 58.17.280	<input type="checkbox"/>
2356	Address Assignment New Subdivision >100 Lots	\$4.00	per lot over 100 lots	No Change	\$4.00	per lot over 100 lots	RCW 58.17.280	<input type="checkbox"/>
2365	Chapter 2, Storm Mgmt & Special Districts - Develop Stds	\$18.75	per publication	No Change	\$18.75	per publication 125 pgs. @ \$0.15/pg.	UFS Ordinance	<input type="checkbox"/>
2366	Chapter 3, Land Clearing - Develop Stds	\$3.00	per publication	No Change	\$3.00	per publication 20 pgs. @ \$0.15/pg.	UFS Ordinance	<input type="checkbox"/>
2368	Chapter 5 - Road Standards - Develop Stds	\$32.40	per publication	No Change	\$32.40	per publication 216 pgs. @ \$0.15/pg.	UFS Ordinance	<input type="checkbox"/>
2369	Copies - Microfilm Electrostatic	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	<input type="checkbox"/>
2371	Copies 1" = 1 mile County Road Map	\$10.00	per copy	No Change	\$10.00	per copy	UFS Ordinance	<input type="checkbox"/>
2372	Copies 11" x 17" Maps	\$0.50	per copy	No Change	\$0.50	per copy	UFS Ordinance	<input type="checkbox"/>
2373	Copies 18" x 18" Maps	\$2.00	per copy	No Change	\$2.00	per copy	UFS	<input type="checkbox"/>
2374	Copies 18" x 24" Maps	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	<input type="checkbox"/>
2375	Copies 24" x 24" Maps	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	<input type="checkbox"/>
2376	Copies 24" x 36" Maps	\$3.00	per copy	No Change	\$3.00	per copy	UFS Ordinance	<input type="checkbox"/>
2379	Copies - Scanned Aerials 11x17	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	<input type="checkbox"/>
2418	Repeat Review	\$120.00	per hour	No Change	\$120.00	per hour	UFS Ordinance	<input type="checkbox"/>
2419	Rsrch Ttl/Srvy/Eng Frms	\$120.00	per hour	No Change	\$120.00	per hour	UFS Ordinance	<input type="checkbox"/>
2420	Rev Enc Prmt Com Drvwy & Existing Private Roads	\$250.00	each	No Change	\$250.00	each	WCC 12.16.90	<input type="checkbox"/>
2421	Rev Enc Prmt Com Utility Service	\$100.00	< 100 ft.	No Change	\$100.00	< 100 ft.	WCC 12.16.90	<input type="checkbox"/>
2422	Rev Enc Prmt Misc.	\$0.30	per foot >250 ft	No Change	\$0.30	per foot >250 ft	WCC 12.16.90	<input type="checkbox"/>
2423	Rev Enc Prmt Misc.	\$75.00	<250 ft	No Change	\$75.00	<250 ft	WCC 12.16.90	<input type="checkbox"/>
2424	Rev Enc Prmt Gas, Power, Communication Installation	\$0.35	per foot > 600 ft	No Change	\$0.35	per foot > 600 ft	WCC 12.16.90	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Public Works

Engineering Admin

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
2425	Rev Enc Prmt Gas, Power, Communication Installation	\$225.00	< 600 ft.	No Change	\$225.00	< 600 ft.	WCC 12.16.90	<input type="checkbox"/>
2426	Rev Enc Prmt Misc Rdwy	\$0.30	per foot >500 ft	No Change	\$0.30	per foot >500 ft	WCC 12.16.90	<input type="checkbox"/>
2427	Rev Enc Prmt Misc Rdwy	\$175.00	<500 ft	No Change	\$175.00	<500 ft	WCC 12.16.90	<input type="checkbox"/>
2428	Rev Enc Prmt Rd Cnst	\$0.90	per foot >300 ft	No Change	\$0.90	per foot >300 ft	WCC 12.16.90	<input type="checkbox"/>
2429	Rev Enc Prmt Rd Cnst - Short Plat Rd	\$325.00	<300 ft	No Change	\$325.00	<300 ft	WCC 12.16.90	<input type="checkbox"/>
2430	Rev Enc Prmt Res Drvwy	\$100.00	each	No Change	\$100.00	each	WCC 12.16.90	<input type="checkbox"/>
2431	Rev Enc Prmt Res Utty Service	\$100.00	<100 ft.	No Change	\$100.00	<100 ft.	WCC 12.16.90	<input type="checkbox"/>
2432	Rev Enc Prmt Sidewalks	\$0.30	per foot >500 ft	No Change	\$0.30	per foot >500 ft	WCC 12.16.90	<input type="checkbox"/>
2433	Rev Enc Prmt Sidewalks	\$175.00	<500 ft	No Change	\$175.00	<500 ft	WCC 12.16.90	<input type="checkbox"/>
2435	Rev Enc Prmt Storm Drain	\$0.35	per foot >300 ft	No Change	\$0.35	per foot >300 ft	WCC 12.16.90	<input type="checkbox"/>
2436	Rev Enc Prmt Storm Drain	\$100.00	<50 feet	No Change	\$100.00	<50 feet	WCC 12.16.90	<input type="checkbox"/>
2437	Rev Enc Prmt Storm Drain	\$200.00	50 ft. to 300 feet	No Change	\$200.00	50 ft. to 300 feet	WCC 12.16.90	<input type="checkbox"/>
2438	Rev Enc Prmt Sewer Utility Installation	\$0.35	per foot >500 ft	No Change	\$0.35	per foot >500 ft	WCC 12.16.90	<input type="checkbox"/>
2439	Rev Enc Prmt Sewer Utility Installation	\$225.00	<500 ft	No Change	\$225.00	<500 ft	WCC 12.16.90	<input type="checkbox"/>
2440	Rev Enc Prmt Water Utility Installation	\$0.35	per foot >500 ft	No Change	\$0.35	per foot >500 ft	WCC 12.16.90	<input type="checkbox"/>
2441	Rev Enc Prmt Water Utility Installation	\$225.00	<500 ft	No Change	\$225.00	<500 ft	WCC 12.16.90	<input type="checkbox"/>
2775	Copies/Printing of Maps - black & white	\$0.15	per linear inch (on longest side)	No Change	\$0.15	per linear inch (on longest side) Actual Cost	UFS	<input type="checkbox"/>
2776	Copies/Printing of Maps - color	\$0.35	per linear inch (on longest side)	No Change	\$0.35	per linear inch (on longest side) Actual Cost	UFS	<input type="checkbox"/>
2777	Copies/Printing - color - 8 1/2" x 11", 8 1/2" x 14", 11" x 17"	\$0.25	per page	No Change	\$0.25	per page	UFS	<input type="checkbox"/>
2778	Copies/Printing - black/white 8 1/2" x 11", 8 1/2" x 14", 11" x 17"	\$0.15	per page	No Change	\$0.15	per page	RCW42.56.070(7)(b), 42.56.070(8), 42.56.120	<input type="checkbox"/>
2779	Utility pole installation	\$100.00	per job	No Change	\$100.00	per job	WCC 12.16.90	<input type="checkbox"/>
7178	Chapter 1, Administration - Develop Stds	\$1.20	per publication	No Change	\$1.20	per publication 8 pgs. @ \$0.15/pg.	UFS Ordinance	<input type="checkbox"/>
8132	Document Recording Fees		actual cost	No Change		actual cost Fees charged by Auditor's Office	RCW 36.18.10	<input type="checkbox"/>
8139	Moving Permit - Building	\$10.00	ea	No Change	\$10.00	ea per piece	WCC 10.32	<input type="checkbox"/>
8197	Road Establishment Petition Processing	\$350.00	per Petition. Excludes: RCW 36.81.020-required \$300 bond.	No Change	\$350.00	per Petition. Excludes: RCW 36.81.020-required \$300 bond.	RCW36.81	<input type="checkbox"/>
9014	Rev Enc Prmt Res Utility Service	\$0.30	per foot > 100 ft.	No Change	\$0.30	per foot > 100 ft.	WCC 12.16.90	<input type="checkbox"/>
9015	Rev Enc Prmt Utility Repair	\$100.00	< 30 ft.	No Change	\$100.00	< 30 ft.	WCC 12.16.90	<input type="checkbox"/>
9016	Rev Enc Prmt Com Utility Service	\$0.30	per foot > 100 ft.	No Change	\$0.30	per foot > 100 ft.	WCC 12.16.90	<input type="checkbox"/>
9017	Notary Service	\$8.00	per notary signature & seal	No Change	\$8.00	per notary signature & seal	UFS	<input type="checkbox"/>
9021	Computer Disk	\$10.00	each	No Change	\$10.00	each	UFS	<input type="checkbox"/>

Engineering Development

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Public Works

Engineering Development

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
2755	Preliminary Subdivision Application Processing	\$1,000.00	per application. See Addendum.	No Change	\$1,000.00	per application. See Addendum.	WCC 21.01.070	<input type="checkbox"/>
2756	Short Subdivision Application Processing	\$2,000.00	per application. See Addendum.	No Change	\$2,000.00	per application. See Addendum.	WCC 21.01.070	<input type="checkbox"/>
2758	Preliminary Binding Site Plan Application Processing	\$1,000.00	per application. See Addendum.	No Change	\$1,000.00	per application. See Addendum.	WCC 21.01.070	<input type="checkbox"/>
2849	Security, Warranty, establishment and administration	\$150.00	per security document.	No Change	\$150.00	per security document.	WCDS 110.B	<input type="checkbox"/>
2850	Security, Deferred Work, establishment and administration	\$100.00	per security document.	No Change	\$100.00	per security document.	WCDS 110.C	<input type="checkbox"/>
2851	Trail Permit signage fabrication and installation		Actual cost.	No Change		Actual cost.	WCC 12.14.060	<input type="checkbox"/>
2852	Planned Unit Development Application processing.	\$1,500.00	per Application.	No Change	\$1,500.00	per Application.	WCC 20.85	<input type="checkbox"/>
2873	Latecomers Agreement Administrative Fee	\$450.00	per agrmnt plus \$150/parcel w/in the Assessment Area plus 1.5% of construction costs	No Change	\$450.00	per agrmnt plus \$150/parcel w/in the Assessment Area plus 1.5% of construction costs	Ord 98-033	<input type="checkbox"/>
2874	Subdivision, Short Subdivision, Planned Unit Development, General Binding Site Plan, or Specific Binding Site Plan amendment, alteration, modification, and/or vacation processing	\$120.00	per hour	No Change	\$120.00	per hour	WCC 21.04.120, WCC 21.05.110, 21.06.030, WCC 21.07.110, WCC 21.08.040	<input type="checkbox"/>
7166	Technical services and review	\$120.00	per hour. See Addendum.	No Change	\$120.00	per hour. See Addendum.	WCC20.04.090, 091, 092	<input type="checkbox"/>
7167	Stormwater management review	\$120.00	per hour.	No Change	\$120.00	per hour.	WCC 20.04.090, 091, 092	<input type="checkbox"/>
7168	Site visit	\$120.00	per hour, including travel time.	No Change	\$120.00	per hour, including travel time.	WCC 12.08 & 12.16.090	<input type="checkbox"/>
7169	Pre-Application Meeting	\$300.00	per Application. See Addendum.	No Change	\$300.00	per Application. See Addendum.	UFS	<input type="checkbox"/>
7170	Trail Permit Determination	\$25.00	per project	No Change	\$25.00	per project	WCC12.14.170	<input type="checkbox"/>
7172	Preliminary Traffic & Concurrency Information Form Review	\$75.00	per original or revision.	No Change	\$75.00	per original or revision.	WCC 20.78	<input type="checkbox"/>
7173	Traffic review	\$120.00	per hour.	No Change	\$120.00	per hour.	WCC 12.08	<input type="checkbox"/>
7174	General and/or Specific Binding Site Plan Application Processing	\$450.00	per application, plus \$100/lot. Includes: one original and revision review of ingress/egress and/or stormwater management; construction inspections; two final General and/or Specific Binding Site Plan checkprint reviews; record drawing review.	No Change	\$450.00	per application, plus \$100/lot. Includes: one original and revision review of ingress/egress and/or stormwater management; construction inspections; two final General and/or Specific Binding Site Plan checkprint reviews; record drawing review.	WCC 21.06	<input type="checkbox"/>
7175	Final Subdivision Application processing	\$1,000.00	per Application + \$100.00/lot. Includes one final construction inspection site visit, two final plat checkprint reviews, and one mylar review.	No Change	\$1,000.00	per Application + \$100.00/lot. Includes one final construction inspection site visit, two final plat checkprint reviews, and one mylar review.	WCC 21.06	<input type="checkbox"/>
7176	Preliminary Stormwater Proposal Form Review	\$50.00	per original or revision.	No Change	\$50.00	per original or revision.	WCC20.80.630	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Public Works

Engineering Development

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8135	WCDS Formal Variance Request Form Processing	\$400.00	per form per cited varied Standard.	No Change	\$400.00	per form per cited varied Standard.	UFS Ordinance	<input type="checkbox"/>
8136	WCDS Administrative Appeal Processing	\$300.00	per appeal.	No Change	\$300.00	per appeal.	UFS Ordinance	<input type="checkbox"/>
8140	Trail Permit Application Processing	\$250.00	per application. Includes: one site visit and permit preparation and recording, both by County	No Change	\$250.00	per application. Includes: one site visit and permit preparation and recording, both by County	WCC12.14.170	<input type="checkbox"/>
9008	Security, Performance, establishment and administration	\$200.00	per security document.	No Change	\$200.00	per security document.	WCDS 110.A	<input type="checkbox"/>

Ferry & Docks

2793	Passenger/Pedestrian	\$7.00	1 Round Trip	No Change	\$7.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2794	Passenger/Pedestrian - Multiride	\$88.00	25 Round Trips	No Change	\$88.00	25 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2795	Children under 12 W/Parent	\$0.00	1 Round Trip	No Change	\$0.00	1 Round Trip WCC 10.34	Ordinance 2010-54	<input type="checkbox"/>
2796	Resident School Children 12-18 years Sept 1 through June 30	\$0.00	1 Round Trip	No Change	\$0.00	1 Round Trip WCC 10.34	Ordinance 2010-054	<input type="checkbox"/>
2797	Needs Based Passenger/Pedestrian (Senior/Disabled/Income)	\$28.00	10 Round Trips	No Change	\$28.00	10 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2798	Post-High School Full-time Students	\$70.00	25 Round Trips	No Change	\$70.00	25 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2799	Lummi Tribe W/I.D.	\$0.00	Foot Passenger Only	No Change	\$0.00	Foot Passenger Only WCC 10.34	Ordinance 2010-054	<input type="checkbox"/>
2800	Bicycle W/Rider	\$7.00	1 Round Trip	No Change	\$7.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2802	Motorcycle W/Rider	\$8.00	1 Round Trip	No Change	\$8.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2803	Motorcycle W/Rider	\$140.00	25 Round Trips	No Change	\$140.00	25 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2806	Vehicle W/Driver < 11,001lbs	\$13.00	1 Round Trip	No Change	\$13.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2807	Vehicle W/Driver < 11,001lbs - Multiride	\$102.00	10 Round Trips	No Change	\$102.00	10 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2808	Vehicle W/Driver < 11,001lbs Multiride	\$210.00	25 Round Trips	No Change	\$210.00	25 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2809	Needs Based Vehicle W/Driver (Senior/Disabled/Income) <11,000lbs	\$52.00	10 Round Trips	No Change	\$52.00	10 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2810	Vehicle W/Driver 11,001 - 20,000lbs	\$32.00	1 Round Trip	No Change	\$32.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2812	Vehicle W/Driver 11,001 - 20,000lbs	\$272.00	10 Round Trips	No Change	\$272.00	10 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2813	Vehicle W/Driver 20,001 - 36,000lbs	\$75.00	1 Round Trip	No Change	\$75.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2814	Vehicle W/Driver 20,001 - 36,000lbs	\$638.00	10 Round Trips	No Change	\$638.00	10 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2815	Vehicle W/Driver 36,001 - 50,000lbs	\$145.00	1 Round Trip	No Change	\$145.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2816	Vehicle W/Driver 36,001 - 50,000lbs	\$1,233.00	10 Round Trips	No Change	\$1,233.00	10 Round Trips WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2817	Trailer under 16 feet	\$20.00	1 Round Trip	No Change	\$20.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2818	Trailer 16 - 30 feet	\$38.00	1 Round Trip	No Change	\$38.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2820	Trailer over 30 feet	\$70.00	1 Round Trip	No Change	\$70.00	1 Round Trip WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>
2821	Over width Vehicle/Trailers > 1 lane - 50% Surcharge		Surcharge	No Change		Surcharge WCC 10.34	Ordinance 2010-054	<input type="checkbox"/>
2822	Special Trips after regularly scheduled runs	\$600.00	Per trip surcharge	No Change	\$600.00	Per trip surcharge WCC 10.34	Ordinance 2015-034	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Public Works

Ferry & Docks

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
7186	Vehicle W/Driver 50,001 - 54,000lbs	\$300.00	1 Round Trip	No Change	\$300.00	1 Round Trip Trip requires an issued overweight permit.	2020 UFS Ordinance - Council	<input type="checkbox"/>
7187	On-Board Single Ride Credit/Debit Transaction Fee	\$0.50	Per Transaction	No Change	\$0.50	Per Transaction Not for use with Multiride Punch Card purchases	2020 UFS Ordinance - Council	<input type="checkbox"/>
8506	Fare waiver for escort for elementary schoolchildren	\$0.00	One escort 2X daily on school days	No Change	\$0.00	One escort 2X daily on school days	2015 UFS Ordinance - Council/Executive Change	<input type="checkbox"/>
8507	Fare waiver for personal attendant for qualified ADA clients	\$0.00	One attendant per ADA client	No Change	\$0.00	One attendant per ADA client	2015 UFS Ordinance - Council/Executive Change	<input type="checkbox"/>
9064	Capital Surcharge			New	\$1.00	1 Round Trip WCC 10.34.020	Ordinance 2021-012	<input type="checkbox"/>

Flood Control Zone District

2442	Stormwater Review - Prelim. Proposal	\$25.00	Per Review	No Change	\$25.00	Per Review	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2443	Stormwater Review - Design Report	\$50.00	Per Report	No Change	\$50.00	Per Report	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2726	Flood Code: Variance	\$2,500.00	per request	No Change	\$2,500.00	per request	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2727	Flood: Data requests	\$120.00	Per Hour	No Change	\$120.00	Per Hour Minimum charge is for 1/2 hour	Unified fee schedule ordinance	<input type="checkbox"/>
2780	Flood: Flood Review Non Bldg Permit	\$120.00	Per review	No Change	\$120.00	Per review	WCC 15, 2003 IRC Section R323	<input type="checkbox"/>
2781	Flood: Flood Building Permits	\$240.00	Per Review	No Change	\$240.00	Per Review	WCC 15,2003 IRC Section R323	<input type="checkbox"/>
2788	Copies 8 1/2 x 11	\$0.25	Per copy	No Change	\$0.25	Per copy	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2861	Hydraulic analysis/Design report review	\$110.00	per hour, 1 hr minimum	No Change	\$110.00	per hour, 1 hr minimum	Unified fee schedule ordinance	<input type="checkbox"/>
4974	Copies 8 1/2 x 14	\$0.35	Per Copy	No Change	\$0.35	Per Copy	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4975	Copies 11 x 17	\$0.50	Per Copy	No Change	\$0.50	Per Copy	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4976	Copies 24 " Wide	\$2.00	Per Copy	No Change	\$2.00	Per Copy	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4977	Copies 36 " Wide	\$3.00	Per Copy	No Change	\$3.00	Per Copy	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
4978	Comprehensive Flood Hazard Management Plan	\$5.00	Per Copy	No Change	\$5.00	Per Copy	Unfd Fee Schdl Ordinance	<input type="checkbox"/>

Natural Resources

2835	AIS Inspection Class A Watercraft Annual Sticker	\$50.00	per boat	No Change	\$50.00	per boat	Ord 2014 - 020	<input type="checkbox"/>
2836	AIS Inspection Class A Watercraft Multi-Day Pass	\$20.00	Per boat	No Change	\$20.00	Per boat	Ord 2014 - 020	<input type="checkbox"/>
2837	AIS Awareness - AIS Inspection Class A Watercraft Annual Sticker	\$40.00	Per boat	No Change	\$40.00	Per boat	Ord 2014 - 020	<input type="checkbox"/>
2838	AIS Inspection Class B Watercraft Annual Sticker	\$10.00	Per boat	No Change	\$10.00	Per boat	Ord 2014 - 020	<input type="checkbox"/>
2839	AIS Awareness - AIS Inspection Class B Watercraft Annual Sticker	\$0.00	Per boat	No Change	\$0.00	Per boat No charge	Ord 2014 - 020	<input type="checkbox"/>
2840	AIS Watercraft Decontamination Fee	\$25.00	Per boat	No Change	\$25.00	Per boat	Ord 2014 - 020	<input type="checkbox"/>

Noxious Weed

2469	Admin. Enforcement Fee	\$750.00	Per contact	No Change	\$750.00	Per contact	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
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Solid Waste

2459	Recomp Surcharge	\$0.00	Per Ton	No Change	\$0.00	Per Ton	Ord 91-041	<input type="checkbox"/>
2460	Recyclables - Birch Bay/Cedarville	\$0.03	Per Pound	No Change	\$0.03	Per Pound \$5.00 minimum	Executive Order 2008-02	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Public Works

Solid Waste

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
2461	Recyclables - Point Roberts	\$0.05	per pound	No Change	\$0.05	per pound \$3.00 minimum	WCC 8.12	<input type="checkbox"/>
2462	Refrigerators/Freezers - Point Roberts	\$50.00	Each	No Change	\$50.00	Each	WCC 8.12	<input type="checkbox"/>
2463	Solid Waste - Point Roberts	\$0.14	\$0.135 Per Pound, \$5.50 Minimum	No Change	\$0.14	\$0.135 Per Pound, \$5.50 Minimum	Executive Order 2013- 04	<input type="checkbox"/>
2464	Solid Waste Disposal Tax	\$8.50	Per Ton	No Change	\$8.50	Per Ton	WCC 8.12; Ord 97-041	<input type="checkbox"/>
7149	Propane Tanks - Point Roberts	\$5.00	per gallon	No Change	\$5.00	per gallon \$5.00 minimum	WCC 8.12	<input type="checkbox"/>
7150	Large Appliances (other than refrigerators/freezers) - Pt Roberts	\$20.00	each	No Change	\$20.00	each	WCC 8.12	<input type="checkbox"/>
7151	Lead Acid Batteries - Point Roberts	\$1.00	each	No Change	\$1.00	each	WCC 8.12	<input type="checkbox"/>
8198	Computer Monitor Recycle -Point Roberts	\$10.00	Per Monitor Surcharge	No Change	\$10.00	Per Monitor Surcharge Garbage weight disposal fee + \$10	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8199	Television Recycle -Point Roberts	\$1.00	Per Television Surcharge	No Change	\$1.00	Per Television Surcharge Garbage weight disposal fee plus \$1	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8200	Box type Electronics Recycle -Point Roberts	\$5.00	Per Electronic Surcharge	No Change	\$5.00	Per Electronic Surcharge Garbage weight disposal fee plus \$5	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8201	Miscellaneous Small Electronics Recycle -Point Roberts		By Weight	No Change		By Weight Garbage weight disposal fee	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8202	Yardwaste Recycling Recycle -Point Roberts	\$0.14	Per Lb.	No Change	\$0.14	Per Lb.	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8203	Brush/Branch Recycling -Pt. Roberts	\$70.00	Per Ton	Change	\$73.00	Per Ton	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8204	Mixed Construction Waste Disposal Recycle-Point Roberts	\$180.00	Per Ton	Change	\$189.00	Per Ton	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8396	Solid Waste - Birch Bay/Cedarville	\$0.15	Per Pound	No Change	\$0.15	Per Pound \$5.00 minimum. No add'l min. for same visit	Executive Order 2008-2	<input type="checkbox"/>

Stormwater

7185	Capital Facilities Charge	\$1,730.00	Each Equivalent Service Unit (ESU)	No Change	\$1,730.00	Each Equivalent Service Unit (ESU) As defined in WCC 16.30	WCC 16.30.120	<input type="checkbox"/>
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Sheriff

Administration

2500	Alarm Assessments	\$25.00	Per False Alarm	No Change	\$25.00	Per False Alarm	WCC 5.60	<input type="checkbox"/>
2502	Attchmt/Writ Personal Property Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2503	Attchmt/Writ Personal Property Service	\$30.00	Per Def	No Change	\$30.00	Per Def	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2504	Attchmt/Writ Real Property File Fee	\$25.00	Each	No Change	\$25.00	Each + Auditor's Recording Fee	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2505	Attchmt/Writ Real Property Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2506	Attchmt/Writ Real Property Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2507	Attchmt/Writ Real Property Service	\$30.00	Per Def	No Change	\$30.00	Per Def	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2508	Boat Races/Water Event Permit	\$7.00	Per Event	No Change	\$7.00	Per Event	WCC 11.36	<input type="checkbox"/>
2509	Carnival Permit	\$100.00	Per Year	No Change	\$100.00	Per Year	WCC 5.08	<input type="checkbox"/>
2510	Certification	\$30.00	Each	No Change	\$30.00	Each	RCW 36.18.040(1)(n)	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Sheriff

Administration

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
2515	Criminal History Record Check	\$25.00	Per Report	No Change	\$25.00	Per Report	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2516	Dance Licenses With Alcohol	\$2.50	Per Event	No Change	\$2.50	Per Event	WCC 5.16	<input type="checkbox"/>
2517	Dance Licenses With Alcohol	\$17.50	Per Quarter	No Change	\$17.50	Per Quarter	WCC 5.16	<input type="checkbox"/>
2518	Dance Licenses With Alcohol	\$50.00	Per Year	No Change	\$50.00	Per Year	WCC 5.16	<input type="checkbox"/>
2519	Dance Licenses Without Alcohol	\$2.00	Per Event	No Change	\$2.00	Per Event	WCC 5.16	<input type="checkbox"/>
2520	Dance Licenses Without Alcohol	\$10.00	Per Quarter	No Change	\$10.00	Per Quarter	WCC 5.16	<input type="checkbox"/>
2521	Dance Licenses Without Alcohol	\$25.00	Per Year	No Change	\$25.00	Per Year	WCC 5.16	<input type="checkbox"/>
2522	Deed Fees	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2524	Erotic Dancer's License	\$50.00	Per License Application	No Change	\$50.00	Per License Application	WCC 9.52	<input type="checkbox"/>
2525	Execution Personal Property Bill of Sale	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2526	Execution Personal Property Condng Sale	\$50.00	Each Sale	No Change	\$50.00	Each Sale	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2527	Execution Personal Property Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2528	Execution Personal Property Posting Notice	\$20.00	Each	No Change	\$20.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2529	Execution Personal Property Postpn Notice	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2530	Execution Personal Property Return to Court	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2531	Execution Personal Property Service	\$30.00	Per Def	No Change	\$30.00	Per Def	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2532	Execution Real Property Aff. Posting	\$10.00	Each	No Change	\$10.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2533	Execution Real Property Cert Sale	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2534	Execution Real Property Condng Sale	\$50.00	Per Hour	No Change	\$50.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2535	Execution Real Property Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2536	Execution Real Property Notice	\$1.00	Per Notice	No Change	\$1.00	Per Notice	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2537	Execution Real Property Post Notice	\$20.00	Each	No Change	\$20.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2538	Execution Real Pty Postpn Notice	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2539	Execution Real Property Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2540	Fingerprinting (Public)	\$20.00	First 2 sets	No Change	\$20.00	First 2 sets	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2541	Fingerprinting (Public)	\$5.00	Each, additional set beyond first two	No Change	\$5.00	Each, additional set beyond first two	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2542	Firework Sale Permit	\$10.00	Per Year	No Change	\$10.00	Per Year	WCC 5.20	<input type="checkbox"/>
2543	Go-Kart Track License	\$100.00	Per Year	No Change	\$100.00	Per Year	WCC 5.28	<input type="checkbox"/>
2544	Habeas Corpus Executing	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2545	Habeas Corpus Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2546	Habeas Corpus Service	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2549	Insurance Reports	\$0.15	per page	No Change	\$0.15	per page	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
2558	Redemption Service	\$25.00	Each	No Change	\$25.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2559	Junk, Second hand, and Pawn Dealers	\$100.00	Per Year	No Change	\$100.00	Per Year	WCC 5.36	<input type="checkbox"/>
2560	Solicitors License	\$40.00	Per Year	No Change	\$40.00	Per Year	WCC 5.52	<input type="checkbox"/>

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Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Sheriff

Administration

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
2561	Srv of Civil Process: One Def	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2562	Srv of Civil Process: Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2563	Srv of Civil Process: Two Def	\$35.00	Each	No Change	\$35.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2564	Srv of Civil Process:Non-Res Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2565	Srv of Civil Process:Notary	\$10.00	Each	No Change	\$10.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2566	Subpoena Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2567	Subpoena Service	\$35.00	Each	No Change	\$35.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2569	Warrants Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2570	Warrants Service	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2574	Writ Garnishment Return Ct	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2575	Writ Garnishment Service	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2576	Writ Replevin Affidavit Service	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2577	Writ Replevin Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2578	Writ Replevin Return Ct	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2579	Writ Replevin Service One Def	\$25.00	Each	No Change	\$25.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2580	Writ Replevin Service Two Def	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2581	Writ Restitution Assistance	\$60.00	Per Hour After First Hour	No Change	\$60.00	Per Hour After First Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2582	Writ Restitution Return Ct	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2583	Writ Restitution Service With Assistance	\$70.00	First Hour	No Change	\$70.00	First Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2584	Writ Restitution Service Without Assistance	\$50.00	Each	No Change	\$50.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7153	Mileage For Service of Process and Execution of Court Orders	\$0.58	per mile	No Change	\$0.58	per mile \$12.00 minimum	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7154	Execution Real Property/Certificate of Redemption	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7155	Execution Real Property Filing with Auditor	\$25.00	Each	No Change	\$25.00	Each Plus Auditor's Recording Fee	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7156	Execution Real Property Service	\$30.00	Per Def	No Change	\$30.00	Per Def	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7157	Execution of Civil Process Where Sheriff Deems More Than One Person Required	\$60.00	Per Hour Per Person	No Change	\$60.00	Per Hour Per Person	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7158	Service Any Other Document and Supporting Papers For Which No Other Fees Provided	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7159	Reproduction Audio, Visual or Photographic Material, to Include Magnetic Microfilming		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7160	For Mailing Required by Statute (regular, certified or registered)		Actual Cost of Postage	No Change		Actual Cost of Postage	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7161	Copies of Papers When Sufficient Copies Not Furnished	\$2.00	First Page	No Change	\$2.00	First Page \$1.00 Each Addl Page	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8213	CD/DVD of Digital Photos	\$0.25	per disk	No Change	\$0.25	per disk	Unified fee schedule	<input type="checkbox"/>

Emergency Management

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Sheriff

Emergency Management

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
2586	CERT Program Fee	\$50.00	Per Student. Sheriff may charge sliding scale or waive fee.	No Change	\$50.00	Per Student. Sheriff may charge sliding scale or waive fee.	Whatcom County Unified Fee Schedule	<input type="checkbox"/>
2862	Whatcom Unified Emergency Coordination Center Full Facility Rental	\$1,600.00	Per Day.	No Change	\$1,600.00	Per Day. Daily rental; no hourly rates apply.	Interlocal Agreement for Joint Use of WUECC	<input type="checkbox"/>
2863	Whatcom Unified Emergency Coordination Center Room Rental	\$600.00	Per Day.	No Change	\$600.00	Per Day. Daily rental; no hourly rates apply.	Interlocal Agreement for Joint Use of WUECC	<input type="checkbox"/>
2864	Whatcom Unified Emergency Coordination Center IT and Logistical Support	\$65.00	Per Hour.	No Change	\$65.00	Per Hour. 4-hour minimum	Whatcom County Unified Fee Schedule	<input type="checkbox"/>
2865	Whatcom Unified Emergency Coordination Center Janitorial and Facility Use Support	\$75.00	Per Hour.	No Change	\$75.00	Per Hour. 4-hour minimum	Whatcom County Unified Fee Schedule	<input type="checkbox"/>
2866	WCSO-DEM Emergency Management Planning Services - fee for Non Emergency Management Council Members.	\$75.00	Per Hour.	No Change	\$75.00	Per Hour. 4-hour minimum	Whatcom County Unified Fee Schedule	<input type="checkbox"/>
2867	WCSO-DEM Emergency Management Training Services - fee for Non Emergency Management Council Members.	\$75.00	Per Hour.	No Change	\$75.00	Per Hour. 4-hour minimum	Whatcom County Unified Fee Schedule	<input type="checkbox"/>
2868	WCSO-DEM Emergency Management Exercise Services - fee for Non Emergency Management Council Members.	\$75.00	Per Hour.	No Change	\$75.00	Per Hour. 4-hour minimum	Whatcom County Unified Fee Schedule	<input type="checkbox"/>
2869	WCSO-DEM Emergency Management Events of Significance Services - fee for Non Emergency Management Council Members.	\$75.00	Per Hour.	No Change	\$75.00	Per Hour. 4-hour minimum	Whatcom County Unified Fee Schedule	<input type="checkbox"/>
2870	WCSO-DEM Emergency Management Response Services - fee for Non Emergency Management Council Members.	\$75.00	Per Hour.	No Change	\$75.00	Per Hour. 4-hour minimum	Whatcom County Unified Fee Schedule	<input type="checkbox"/>
2871	WCSO-DEM Satellite Communications Services - fee for Non Emergency Management Council Members.	\$100.00	Per Hour.	No Change	\$100.00	Per Hour. 4-hour minimum	Whatcom County Unified Fee Schedule	<input type="checkbox"/>
2872	Whatcom Unified Emergency Coordination Center Additional Parking Rental	\$300.00	Per Day	No Change	\$300.00	Per Day. Daily rental; no hourly rates apply.	Whatcom County Unified Fee Schedule	<input type="checkbox"/>

Operations

8437	Reimbursable Overtime	\$92.00	Per Hour	No Change	\$92.00	Per Hour. Incr'd from \$73 to \$78 1/11/18	Executive Order 2018-01	<input type="checkbox"/>
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Superior Court

2659	Facilitator Surcharge	\$20.00	Per Title 26 Case	No Change	\$20.00	Per Title 26 Case	RCW 26.12.240 & 36.18.016(16)	<input type="checkbox"/>
2663	Marriage License Surcharge	\$8.00	Per License	No Change	\$8.00	Per License	RCW 26.12.220	<input type="checkbox"/>
2664	Marriage License Surcharge	\$15.00	Per License	No Change	\$15.00	Per License	RCW 26.04.160	<input type="checkbox"/>
2670	Search Fee	\$20.00	Per Hour	No Change	\$20.00	Per Hour	RCW 36.18.016(11)	<input type="checkbox"/>
2786	Faulty Documents	\$15.00	Per Document	No Change	\$15.00	Per Document	Unified Fee Schedule	<input type="checkbox"/>
7164	Courthouse Facilitator User Fee - Scheduled Appointment	\$20.00	per consultation	No Change	\$20.00	per consultation	RCW 26.12.240	<input type="checkbox"/>

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Treasurer

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
Treasurer								
2704	Computer Reports	\$0.15	Per Sheet of Paper	No Change	\$0.15	Per Sheet of Paper	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2706	County Owned Property Bid Application Fee	\$150.00	Per Parcel	No Change	\$150.00	Per Parcel	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2708	Duplicate Statement Fee	\$5.00	Per Statement	No Change	\$5.00	Per Statement	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2709	Electronic Transfer Fees		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2716	Postage Costs & Fees		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	<input type="checkbox"/>
2719	Segregation of Special Assessments	\$3.00	Each Tract	No Change	\$3.00	Each Tract	WCC 3.52	<input type="checkbox"/>
2722	Warrant/Check Reissuance (only if not caused by an error of the county)	\$15.00	Per Check	No Change	\$15.00	Per Check	Unified Fee Schedule Ordinance	<input type="checkbox"/>
7145	Delinquent Statement Fee	\$10.00	Per statement	No Change	\$10.00	Per statement	Unified Fee Schedule	<input type="checkbox"/>
7152	Currency & Coin Verification	\$100.00	Per Hour	No Change	\$100.00	Per Hour	Unified Fee Schedule Ordinance	<input type="checkbox"/>
8011	Tax Roll Subscription	\$350.00	Per Subscription	No Change	\$350.00	Per Subscription	Unified Fee Schedule Ordinance	<input type="checkbox"/>

WSU Extension

1151	Copies w/o Assistance	\$0.07	Per Page	No Change	\$0.07	Per Page	Unfd Fee Schdl Ordinance	<input type="checkbox"/>
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Appendix B

WHATCOM COUNTY PLANNING & DEVELOPMENT SERVICES **BUILDING SERVICES DIVISION**

2023/2024 UNIFIED FEE SCHEDULE POLICY

The Unified Fee Schedule Policy is a supplemental extension of the Unified Fee Schedule (UFS) and shall be adopted by Whatcom County as an integral part of, and not separate from, the UFS. The UFS Policy is a practical mechanism intended to provide additional information and clarification regarding individual fees and any of their associated details and foundation.

DEFINITIONS:

Certificate of Occupancy – As defined and required per the current adopted editions of the International Building Code (IBC), Section 111 and the International Residential Code (IRC), Section R110.

Outside Plan Review – A discretionary program available through the Whatcom County Building Services Division, which allows an approved private service provider to perform the plan check/review phase of the permit application review process.

Pre-application Review – A program available to applicants with large and/or complicated project proposals. The program allows the applicant to submit approved preliminary information, which is then pre-reviewed by appropriate staff. The applicants and their consultants then attend a scheduled meeting where information related to their project and pending application submittal is exchanged and discussed.

Project Valuation – A square foot value established for a respective portion of a building according to its proposed use. See UFS Policy, Addendum A. All applicable values are tabulated to determine one total project valuation. The total project valuation is then used to determine the applicable Building Permit Fee according to UFS #8412 through #8420 and Plan Check Fee according to UFS #8243.

Repeat Plan – A set of plans for a specific building, which the applicant intends to build multiple times, with no or substantially minor changes, and under the same design criteria. The plans and related information are submitted for review and Repeat Plan File Setup prior to application for a permit to construct the specific building on a given site. See UFS Policy, Building Services Division, Repeat Plan Permit Applications, Addendum C.

Reuse Plan – A set of plans for a specific building for which the applicant has already received a building permit. Now the applicant intends to build the same building again, with no or substantially minor changes, and under the same design criteria. Clearly legible copies of the reviewed/approved plans and related information are submitted for application to build the same building on a new site. See UFS Policy, Building Services Division, Code Interpretation #2002-01, Addendum D.

Unified Fee Schedule (UFS) – The schedule format document approved by the governing authority of Whatcom County, which lists and categorizes all fees the County is authorized to charge for the services it is mandated to provide.

GENERAL POLICY:

The establishment and assessment of fees is per Whatcom County as the governing authority and per the code editions published by the International Code Council and currently adopted by Whatcom County, with particular reference to the code sections related to fees (example: 2021 IBC Section 109).

Fees shall be collected for any nonexempt work (IBC Section 105.2/IRC Section R105.2) commenced without first obtaining a permit and/or for work by Whatcom County staff related to a permit application or to a project, whether or not a permit is then or subsequently issued.

SPECIFIC POLICIES:

1. #8379 Building Permits Repeat Plan File Setup
Rate Basis: 65% of Building Permit (UFS #8412 through 8420).

Repeat Plan File Setup is a substantially similar process to typical plan submittal and plan check review. It involves all the same processes, which are intended to be compensated through the Plan Check Fee (UFS #8243). The Plan Check Fee is 65% of Building Permits (UFS #8412 through 8420), respective to project valuation. See UFS Policy, Building Services Division, Construction Fee Schedule, Addendum A (residential/accessory) or Square Foot Construction Costs, Addendum B (commercial) for project valuation and, Addendum C, Repeat Plan Permit Applications for a basic explanation of the repeat plan file setup program.

2. #8381 Building Permits: Commercial
Rate Basis: Per UFS Building Permit Fee, #8412 thru 8420 according to in-house calculation of valuation or approved bid documentation, and Plan Check Fee, #8243.

Project valuation to establish permit fees for commercial projects is derived from the Square Foot Construction Costs table, listed and updated

approximately biannually, in the Building Safety Journal published by the International Code Council. See UFS Policy, Building Services Division, Square Foot Construction Costs example, Addendum B. Applicants have complained on occasion that their projects don't fit the table and can be completed for less than the value established by the table. There is some case-by-case merit to this argument. The table is somewhat general and does not adequately address certain specific types of projects. IBC Section 108.3 allows the Building Official to accept detailed estimates to establish valuation. The estimate documentation must meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

3. #8382 Building Permit: Reinstatement

Rate Basis: 50% of original Building Permit Fee (UFS #8412 thru 8420) within 12 months of expiration and no code change.

The rate amount is based on the language in the 1997 Uniform Building Code (UBC), Section 106.4.4, except that the Building Official has determined that the fee shall be one half (50%) of the original Building Permit Fee per the current UFS #8412 thru 8420. No changes shall have been made or will be made in the original plans and specification for such work, and provided that suspension or abandonment has not exceeded one year (12 months), and further provided that there has been no change in the applicable adopted code editions. The policy assumes all work to be inspected is accessible and includes an average of one reinspection per inspection category. Under the terms of the policy, as described herein, this includes the service through final inspection and issuance of a certificate of occupancy.

4. #8383 Building Permit: Work Started Without a Permit

Rate Basis: UFS Building Permit Fee (#8412 thru 8420) multiplied by two.

The rate amount is based on the language in the 1997 UBC, Section 107.5.2, except that the Building Official has determined that the investigation fee shall be equal to the amount of the Building Permit Fee, UFS #8412 thru 8420. The purpose and intent of the fee is to recover some of the miscellaneous extra staff costs related to the enforcement actions associated with such issues. The investigation fee, in addition to the permit fee, shall be collectable, whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the current adopted codes nor from any penalty prescribed by law.

5. #8384 Building Permit: Repeat/Reuse Application

Rate Basis: 50% less than the original Plan Check Fee, per UFS #8243.

The discounted rate applies to 1.) Applications made on projects that have completed the Repeat Plan File Setup process, see UFS Policy, item #1 previous, or 2.) Reuse applications that meet the criteria per Building Services Division, Code Interpretation #2002-01, included in this Policy as Addendum D. The intent of the discount is to more accurately reflect the cost of providing the service, including not charging applicants for work not preformed. While some related administrative and follow-up staff time is required for such applications, little or no additional plan review is required.

6. #8388 Fire: Administrative/Miscellaneous Review -Residential
Rate Basis: \$60.00 per review

This fee is to more accurately reflect the cost of providing this service and recover Fire Marshal staff time not previously charged. The fee is for review of administrative, discretionary and similar types or applications, such as subdivision, conditional use, variances, cottage industries and the like.

7. A. #8366 Construction Permit: Pre-application Review
Rate Basis: \$500.00 base plus \$120.00 per hour after the first 1.5 hours.

In general, Pre-application Review meetings are limited to a maximum 1.5 hours (90 minutes) and are scheduled accordingly. Historically, this pattern has been sufficient with minor exceptions where individual staff members agree to follow up with applicants at a later time for issues which require additional research. On rare occasions, a complicated project or complicated issue related to a project warrants a longer meeting or extensive additional research by one or more staff members. Such issues may not have been anticipated by the applicant or may have been unanticipated by staff due to inaccurate or incomplete information. The inclusion of an hourly rate, in addition to the base fee, allows staff some flexibility in extending a meeting when conditions allow or to continue additional research. It provides a mechanism for recovering some service costs for such unanticipated additional work. Neither the base fee nor the hourly rate is intended to recover all such cost for this service.

- B. #8422 Construction Permit: Reduced Pre-application Review
Rate Basis: \$250.00 base plus \$120.00 per hour after the first 1.5 hours.

Pre-application meetings at a reduced rate basis are reserved for commercial projects and, to a lesser degree, residential and/or accessory projects that have chosen to or have been required to go through a discretionary permit review. Discretionary permit applications are generally expensive. They receive staff review and comment and usually include conditions of approval. However, the review, comments and conditions are typically general in nature, since the information provided for review is

typically preliminary in scope at the discretionary review phase. Through experience, staff has learned that certain types of projects benefit from additional and more detailed preliminary review typical of pre-application meetings, including the opportunity to ask and answer questions specific to the project. Such projects are often complicated in scope, involve inexperienced or volunteer applicants, involve multiple natural resource issues or combination of these and other factors. Because significant expense and review has already occurred, these meetings involve a reduced number of staff participants, thus the reduced rate basis.

8. #8373 Outside Plan Review

Rate Basis: Less 25% of Building Permit Plan Check Fee, UFS #8243, according to the conditions of the Unified Fee Schedule Policy.

Whatcom County's work load, as it relates to building permit applications, has historically been subject to fluctuations of undetermined duration due to uncontrollable forces, such as seasonal or weather related, economic, regulatory changes and the like. Such forces may occur simultaneously or overlap and may occasionally be severe. Whatcom County, like other jurisdictions, has limited resources and options to respond to such fluctuations in a timely manner. Workload backlogs occur as a result. Outside Plan Review has been successfully utilized by Whatcom County as one mechanism to respond to work load backlogs. However, because the private plans examiner who performs the outside plan review is paid by the applicant, there is potential for issues related to conflict-of-interest and the Public Service Inspector must be extra vigilant when performing inspections on these projects. In addition, the private plans examiner is not as accessible as County staff when problems or question arise. Therefore, it is recognized, potentially, as less than optimal.

Outside Plan Review (OSR) will be available to applicants as an option. However, the Building Official has discretion whether to maintain the availability of this option. The applicant must request OSR at the time of the application submittal. The application file will be "marked" OSR at that time. However, marking the file is no guarantee, implied or otherwise, that the specific project application or any given project application will be eligible for OSR. Marked application files will only be routed to OSR if the internal backlog for plan review exceeds the timeline goal of the Building Services Division. It is the goal of the Division to review each plan within a four week or less time frame, starting from the date that the application is determined to be complete and ready for plan review. The time frame goal may be subject to adjustment or modification according to work load, operation and/or management needs of the Building Services Division. The plan review phase is typically the last major review before the application is approved for permit issuance, usually followed only by final review. All other required reviews applicable to the project must be completed before an

application will be routed to OSR unless approved otherwise by the Building Official.

The intent of the discount is to more accurately reflect the cost of providing the service, including not charging applicants for work not performed. The OSR program requires more administrative and follow-up staff time than the Repeat/Reuse Application program, but there is still little or no additional plan review required.

9. #8349 Plumbing: Complex Systems and #9010 Mechanical Code: Complex Systems
Rate Basis: UFS Building Permit Fee (#8412 thru #8420) and Plan Check Fee (#8243)

The Building Services Division reserves the flexibility to base fees for complex plumbing and/or mechanical systems on the valuation of the project instead of the typical per-appliance provisions currently in the Unified Fee Schedule. It is increasingly common for new innovative solutions to residential, commercial and industrial plumbing and mechanical problems to involve complex, integrated systems utilizing multiple appliances. Two possible examples are an integrated solar and geothermal residential heating system or an industrial grade flash freezing system for a berry processing plant. Both systems are easily described as complex and do not fit the usual review and inspection mode. They typically require extensive plan review, communication with consultants, multiple site inspections and, in some cases, extensive testing protocols developed by licensed design professionals.

Reviewed and Approved:



Mark Personius, Director
Planning & Development Services

Dated: 8-2-22



Curtis Metz, Manager
Building Services Division

Dated: 8/2/22

UNIFIED FEE SCHEDULE POLICY
BUILDING SERVICES DIVISION
ADDENDUM A

CONSTRUCTION FEE SCHEDULE ADDENDUM

(Revised July, 2022 - Effective January 1, 2023)

TYPE OF CONSTRUCTION	VALUE PER SQUARE FOOT
SINGLE FAMILY RESIDENCE:	
Living Space - All Floors	\$115.00
Remodel/Renovation (whichever is less)	Or value per approved bid whichever is less \$58.00
Upper level unfinished spaces	\$50.00
Basement - open frame/unfinished	\$50.00
GARAGE:	
Attached or Detached with insulation & drywall	\$45.00
Detached, interior frame exposed	\$34.00
CARPORT Metal (channel) or Wood	\$25.00
COVERED PORCH/DECK	\$28.00
UNCOVERED PORCH/DECK	\$21.00
ACCESSORY/AGRICULTURAL STORAGE:	
Wood/Metal Frame/unfinished	\$34.00
Wood/Metal Frame/finished	\$39.00
Pole Type	\$25.00
GREENHOUSES: (for non-exempt)	
Commercial, soft skin	\$16.00
Commercial, hard skin	\$36.00
Residential, soft skin	\$16.00
Residential, hard skin	\$34.00
MISC. CONSTRUCTION/DOCKS, ETC:	
Floating Docks	\$45.00
Piling Supported Docks	\$45.00
Ramps	\$45.00
Individual Piles	\$500.00
MISC. CONSTRUCTION/ADDITIONS:	
Sun Room	\$68.00
Retaining Walls (per square foot)	\$28.00
Foundations (per linear foot)	\$113.00
MOBILE HOMES INSTALLATION:	
Mobile Home Plan Review Fee	\$120.00
Single Wide (in Mobile Park)	(per story) \$275.00
Single Wide (on Residential Lot)	(per story) \$385.00
Double Wide (in Mobile Park)	(per story) \$440.00
Double Wide (on Residential Lot)	(per story) \$550.00
Triple Wide (in Mobile Park)	(per story) \$550.00
Triple Wide (on Residential Lot)	(per story) \$660.00
Quadruple Wide (in Mobile Park)	(per story) \$660.00
Quadruple Wide (on Residential Lot)	(per story) \$770.00

UNIFIED FEE SCHEDULE POLICY **BUILDING SERVICES DIVISION**

ADDENDUM B (SAMPLE TABLE)

Square Foot Construction Costs ^{a, b, c}

Group (2021 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	309.06	298.66	291.64	280.58	263.98	255.82	272.02	244.80	237.02
A-1 Assembly, theaters, without stage	282.85	272.45	265.42	254.37	237.77	229.61	245.81	218.59	210.80
A-2 Assembly, nightclubs	237.31	230.23	224.56	215.36	202.99	197.40	207.69	183.68	177.40
A-2 Assembly, restaurants, bars, banquet halls	236.31	229.23	222.56	214.36	200.99	196.40	206.69	181.68	176.40
A-3 Assembly, churches	286.90	276.49	269.47	258.42	242.23	234.07	249.86	223.05	215.26
A-3 Assembly, general, community halls, libraries, museums	244.77	234.37	226.34	216.29	198.94	191.79	207.73	179.77	172.98
A-4 Assembly, arenas	281.85	271.45	263.42	253.37	235.77	228.61	244.81	216.59	209.80
B Business	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
E Educational	257.70	248.89	242.35	231.90	216.47	205.54	223.92	189.21	183.31
F-1 Factory and industrial, moderate hazard	144.93	138.11	130.39	125.40	112.49	107.10	120.02	92.69	86.88
F-2 Factory and industrial, low hazard	143.93	137.11	130.39	124.40	112.49	106.10	119.02	92.69	85.88
H-1 High Hazard, explosives	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	N.P.
H234 High Hazard	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	77.53
H-5 HPM	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
I-1 Institutional, supervised environment	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
I-2 Institutional, hospitals	401.22	392.40	383.83	374.40	354.29	N.P.	366.00	331.40	N.P.
I-2 Institutional, nursing homes	279.15	270.32	261.76	252.33	234.64	N.P.	243.93	211.75	N.P.
I-3 Institutional, restrained	273.40	264.57	256.00	246.57	229.13	220.58	238.17	206.24	196.56
I-4 Institutional, day care facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
M Mercantile	177.02	169.94	163.27	155.07	142.48	137.88	147.40	123.17	117.89
R-1 Residential, hotels	246.94	238.56	231.54	222.30	204.35	198.77	222.58	183.44	178.00
R-2 Residential, multiple family	206.81	198.43	191.41	182.17	165.41	159.83	182.46	144.50	139.06
R-3 Residential, one- and two-family ^d	192.58	187.37	182.53	178.04	172.85	166.59	175.01	160.35	150.87
R-4 Residential, care/assisted living facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
S-1 Storage, moderate hazard	134.29	127.47	119.75	114.76	102.14	96.75	109.39	82.34	76.53
S-2 Storage, low hazard	133.29	126.47	119.75	113.76	102.14	95.75	108.39	82.34	75.53
U Utility, miscellaneous	104.98	99.04	93.31	89.21	80.44	74.45	85.33	63.42	60.43

- a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent
c. N.P. = not permitted
d. Unfinished basements (Group R-3) = \$23.20 per sq. ft.

**Steel stud rental storage bldgs./steel strg containers, S-1 occupancy, Type 11-B construction: \$90.25 x 0.5685=\$51.31

- a. Private Garages use Utility, miscellaneous
b. Unfinished basements (all use groups) = \$45.00 per sq. ft.
c. For shell only buildings deduct 20 percent
d. N.P. = not permitted

(Note: Building Safety Journal Square Foot Construction Costs table in effect at time of submittal in August of 2022 and including an internally adjusted fee for S-1, Type II-B, steel frame or steel stud rental storage buildings, steel storage container structures and unfinished basements. The most current available table will be referenced)

UNIFIED FEE SCHEDULE POLICY
BUILDING SERVICES DIVISION

ADDENDUM C

REPEAT PLAN PERMIT APPLICATIONS

Thank you for participating in our Repeat Plan Permit program. The intent of this program is to substantially reduce the time necessary to obtain a building permit by eliminating the waiting period in plan review. Since your plans are “pre-approved”, they will not be required to go through the normal plan review process (they’re already approved!). To help expedite your permit you will need to supply sufficient information for all departments to perform their reviews.

INITIAL REPEAT PLAN APPLICATION

1. Make appointment with a Plans Examiner to submit Repeat Plans per the current accepted practices.
2. Submit a complete set of plans including floor plans and elevations, energy compliance forms and engineering (if required) to Whatcom County electronic application portal.
3. A file will be set up for your Repeat Permit. Every effort will be made to review repeat plans and related information within two weeks of the date submitted.
4. You will be notified by a Plans Examiner when the repeat plans are ready to be used. The fee for Repeat Plan file set up and review will be paid at this time.
5. The fee for Repeat File set up shall be per UFS #8379, which is 65% of the calculated building fee. See UFS Appendix B, PDS Policy #1
6. You will receive an electronic set of approved plans, energy compliance forms, and engineering (if required). You will also receive electronically, a partially completed permit application form, which is part of your repeat permit documents.

PULLING PERMIT APPLICATIONS OFF REPEAT PLANS

When you are ready to pull a permit from your pre-approved repeat plans, you will need to submit the following information to the Whatcom County application portal:

1. PDF Copy of your partially completed repeat permit application form. You will need to fill in the site-specific information at the top of the application (parcel number, site address, etc.) and sign the bottom of the application.
2. Complete electronic copies of your pre-approved repeat plan with all plan review comments and corrections.
3. Complete electronic copies of your pre-approved energy compliance forms and engineering calculations (if required).
4. Other applicable documents normally required to apply for a building permit. (See the checklist of required information in the Residential Structures application packet.)

All other departmental reviews such as zoning, land disturbance, and Health Dept. will be completed prior to permit issuance.

Your construction plans are valid for sites meeting design criteria indicated on plans (i.e. 25 psf snow load region, 1500 psf assumed soil bearing capacity, etc.). If your proposed site conditions do not meet design criteria indicated on plans, plans will not be valid and additional review by this department will be required. Fees are required for additional review.

Your repeat plans are valid until the next applicable code changes. At that time, if you wish to re-instate your repeat permit, a supplementary plan review and additional fees (\$120.00 minimum) will be required.

UNIFIED FEE SCHEDULE POLICY
BUILDING SERVICES DIVISION

ADDENDUM D

CODE INTERPRETATIONS

WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES
BUILDING SERVICES DIVISION

NUMBER: 2002-01

EFFECTIVE DATE: 2/15/02

REVISION DATE: 11/1/07

SUBJECT: Conditions of discounted plan review fee for Reuse Plans.

CODE: Current adopted edition of the International Residential Code (IRC), Sections R106 & R108

SUBMITTED BY: Wain Harrison

APPROVED BY: J.E. "Sam" Ryan

STATEMENT OF INTERPRETATION:

Whatcom County Building Services Division will discount 50% of the plan review fee for specific individual permit applications on a case-by-case basis, subject to the Building Official's discretion. A review fee discount will apply for reuse residential plans, based on the current adopted Unified Fee Schedule, subject to the following conditions:

1. The plan in question must have been previously reviewed by Building Services within one year of the date of the current application for the reuse plan submittal.
2. The applicant must provide the most recent previous permit number associated with the reuse plan; submit two clear, legible copies of the previously reviewed plan drawings with all the Plan Examiner notes, conditions and labels visible; provide copies of all relevant documents, such as engineer calculations, energy code forms, truss layout/engineering and the like.

3. The current application for the reuse plan submittal shall have no more than minor nonstructural changes with no alterations or expansion of the original building footprint. All changes must be clearly indicated on the plan drawings.
4. Engineered reuse plans must be accompanied by a letter from the engineer of record approving the use of the engineering for the specific plans at the new proposed building site. Any proposed changes to the plan drawings, minor or otherwise, must be reviewed and approved in writing by the engineer of record. The written documentation must be stamped and signed by the engineer.

Any applications submitted, which do not meet all of the above applicable conditions, will not be considered a reuse plan submittal. The application will be subject to the full plan review fee, based on the current adopted Unified Fee Schedule.

Whatcom County Public Works Unified Fee Schedule Addenda

Effective Date: January 1, 2021

UFS No	Includes	Excludes	Note(s)
2755 Preliminary Subdivision Application Processing	<ul style="list-style-type: none"> • One <i>Preliminary Traffic and Concurrency Information</i> form review; • One <i>Preliminary Stormwater Proposal</i> form review; • One ingress/egress (including drawings) review and sight distance evaluation; • One stormwater management (including drawings) review; • One traffic (including <i>Traffic Impact Analysis</i> report) review; • One development impact mitigation determination; • One Technical Review Committee (TRC) meeting attendance; • One initial <i>Staff Report</i> input preparation; • One Public Hearing attendance; and • All correspondence, conversations, meetings, and site visits that directly relate to the above. 	All services related to minor changes to preliminary approval.	
2756 Short Subdivision Application Processing	<ul style="list-style-type: none"> • One <i>Preliminary Traffic and Concurrency Information</i> form review; • One <i>Preliminary Stormwater Proposal</i> form review; • One Technical Review Committee (TRC) meeting attendance; • One <i>preliminary approval conditions</i> or <i>Notice of Additional Requirements</i> preparation effort; • One initial and revision review of ingress/egress; • One stormwater management review; • One development impact mitigation determination; • Five construction inspections (first inspection to include on-site pre-construction meeting); • Two short plat checkprint reviews; and • One final mylar review. 	All licensed professional-prepared drawings review.	
2758 Preliminary Binding Site Plan Application Processing	<ul style="list-style-type: none"> • One <i>Preliminary Traffic and Concurrency Information</i> form review; • One <i>Preliminary Stormwater Proposal</i> form review; • One ingress/egress (including drawings) review and sight distance evaluation; • One stormwater management (including drawings) review; • One traffic (including <i>Traffic Impact Analysis</i> report) review; • One development impact mitigation determination; • One Technical Review Committee (TRC) meeting attendance; • One initial <i>Staff Report</i> input preparation; • One Public Hearing attendance; and • All correspondence, conversations, meetings, and site visits that directly relate 	All services related to minor changes to preliminary approval.	

UFS No	Includes	Excludes	Note(s)
	to the above.		
7166 Technical Services and Review	<ul style="list-style-type: none"> • Licensed professional-prepared drawing review; • SEPA review; • Construction <i>Change Order</i> processing; • Work performed under an <i>Extraordinary Inspection Request</i>; • Ingress/egress review; • Stormwater management review; • <i>Staff Report</i> input preparation; • Technical Review Committee (TRC) meeting attendance; • Public Hearing attendance; • Preliminary approval conditions preparation; • <i>Notice of Additional Requirements</i> preparation; • Development impact mitigation determination; • Exempt Land Division Application processing (\$360 base up to three hours then \$120/hr for each additional hour); • Boundary Line Adjustment Application processing (\$360 base up to three hours then \$120/hr for each additional hour); • Additional plat or short plat checkprint review; • Record drawing checkprint review; • Survey & legal description review; • <i>Haul Road Agreement</i> preparation; • Agricultural Short Subdivision Application processing (\$360 base up to three hours then \$120/hr for each additional hour); • Administrative Permit (ADM) Application processing (\$360 base up to three hours then \$120/hr for each additional hour); • Conditional Use Permit (CUP) Application processing ((\$600 base up to five hours then \$120/hr for each additional hour); • WSDOE <i>Stormwater Management Manual for Western Washington</i>-required <i>Declaration of Covenant and Grant of Easement</i> document preparation for recording at Developer's expense. • Site review/inspection. 		This hourly rate fee also applies when minimum service allowances stated in UFS Nos 2755, 2756, 2758, 7174, and 7175 are exceeded.
7169 Pre-Application Meeting	<ul style="list-style-type: none"> • Meeting preparation (i.e., <i>Pre-Application Meeting Request</i> form review, file research, and site visit (including preliminary sight distance evaluation)); • Meeting attendance; and • Findings/summary preparation. 	Development impact mitigation determination.	Per current WCC 2.33.030.C: "If the county makes a determination of completeness within one year of the preapplication meeting, the preapplication fee shall be applied to the application cost."

2023 Unified Fee Schedule Proposed Additions, Changes and Deletions

Administrative Services

Facilities Management

UFS#	Description	2022 Rate	Rate Basis	Action	2023 Rate	Rate Basis	Reason
Administrative Services							
Facilities Management							
1009	Short-Term Parking - 4 Hours or less	\$2.00	Per each 4 Hours	Change	\$5.00	Per each 4 Hours	To bring County closer to fair market value for downtown parking
1007	Short-Term Parking - Daily	\$4.00	Per Day	Change	\$10.00	Per Day	To bring County closer to fair market value for downtown parking
Health							
Environmental Health							
9038	Admin review plus permit re-instatement inspection- Food Prog	\$348.00	Per admin review (includes inspection for re-instatement)	Change	\$365.00	Per admin review (includes inspection for re-instatement)	5% increase to accommodate increase in costs to execute program
1490	Appeal, Admin - Other admin decision	\$368.00	Per Appeal	Change	\$386.00	Per Appeal	5% increase to accommodate increase in costs to execute program
9036	Farmer's Market Complex Menu - Single location	\$459.00	Per permit	Change	\$481.00	Per permit	5% increase to accommodate increase in costs to execute program
9037	Farmer's Market Complex Menu - Multiple locations	\$614.00	Per permit	Change	\$644.00	Per permit	5% increase to accommodate increase in costs to execute program
9034	Farmer's market low risk menu single location	\$230.00	Per permit	Change	\$241.00	Per permit	5% increase to accommodate increase in costs to execute program
9035	Farmer's market low risk multiple locations	\$307.00	Per permit	Change	\$322.00	Per permit	5% increase to accommodate increase in costs to execute program
1518	Food Conf. Outbreak-Follow-Up	\$132.00	Per Hour	Change	\$138.00	Per Hour	5% increase to accommodate increase in costs to execute program
1519	Food Demo Permit	\$88.00	Per Permit	Change	\$92.00	Per Permit	5% increase to accommodate increase in costs to execute program
1537	Food Establishment (New or remodel) review & 1st Pre Operational inspection	\$365.00	Base Charge Incl. Farmer's mkt complex menu plan review	Change	\$383.00	Base Charge Incl. Farmer's mkt complex menu plan review	5% increase to accommodate increase in costs to execute program
9033	Food Establishment Change of Owner	\$180.00	Per permit	Change	\$189.00	Per permit	5% increase to accommodate increase in costs to execute program
8471	Food Establishment with more than one food service	\$214.00	per add'l service	Change	\$224.00	per add'l service	5% increase to accommodate increase in costs to execute program
1538	Food Menu/Limited Food Serv Plan Review No Inspection (1 hour max)	\$132.00	Base Charge (\$126/add'l hr) low risk review	Change	\$138.00	Base Charge (\$126/add'l hr) low risk review	5% increase to accommodate increase in costs to execute program
8468	Food Service, Complex Menu, 0-25 Seats	\$603.00	per permit	Change	\$633.00	per permit	5% increase to accommodate increase in costs to execute program
8470	Food Service, Complex Menu, 26 + seats	\$823.00	per permit	Change	\$864.00	per permit	5% increase to accommodate increase in costs to execute program

2023 Unified Fee Schedule Proposed Additions, Changes and Deletions

Health

Environmental Health

UFS#	Description	2022 Rate	Rate Basis	Action	2023 Rate	Rate Basis	Reason
8466	Food Service, Moderate Menu	\$593.00	per permit	Change	\$622.00	per permit	5% increase to accommodate increase in costs to execute program
8461	Food Service, Simple Menu, All Sizes	\$428.00	Per permit	Change	\$449.00	Per permit	5% increase to accommodate increase in costs to execute program
1530	Food Supermarket + Add'l services	\$885.00	Base Permit	Change	\$929.00	Base Permit	5% increase to accommodate increase in costs to execute program
1546	Food Tavern no food service	\$382.00	Per Permit	Change	\$401.00	Per Permit	5% increase to accommodate increase in costs to execute program
1550	Food Temp Food Service Cook-Off	\$126.00	Base Permit	Change	\$132.00	Base Permit	5% increase to accommodate increase in costs to execute program
1549	Food Temp Food Svc Cook-Off-participant	\$21.00	Per Participat	Change	\$22.00	Per Participat	5% increase to accommodate increase in costs to execute program
1551	Food Temp Food Svc Multi Evnt	\$303.00	Per Permit	Change	\$318.00	Per Permit	5% increase to accommodate increase in costs to execute program
1552	Food Temp Food Svc Waiver	\$29.00	Single Event	Change	\$30.00	Single Event	5% increase to accommodate increase in costs to execute program
1553	Food Temp Svc Waiver, Multiple	\$58.00	Per Permit	Change	\$60.00	Per Permit	5% increase to accommodate increase in costs to execute program
1528	Grocery, low risk	\$222.00	Per Permit No food prep	Change	\$233.00	Per Permit No food prep	5% increase to accommodate increase in costs to execute program
1594	LE Indoor Air Assessment	\$235.00	Base Charge + \$126 Per Hr	Change	\$246.00	Base Charge + \$126 Per Hr	5% increase to accommodate increase in costs to execute program
1555	LE Pet Shop Permit	\$160.00	Per Permit	Change	\$168.00	Per Permit	5% increase to accommodate increase in costs to execute program
1532	LE School - Playground Plan Review	\$126.00	Per Hour	Change	\$132.00	Per Hour	5% increase to accommodate increase in costs to execute program
2854	LE School & Institutional Inspect each classroom	\$21.00	Each	Change	\$22.00	Each	5% increase to accommodate increase in costs to execute program
1531	LE School & Institutional Inspect on Request	\$268.00	Base Charge (\$126 add'l hr) after 2hr)	Change	\$281.00	Base Charge (\$126 add'l hr) after 2hr)	5% increase to accommodate increase in costs to execute program
1573	LE Swmng Pool, Spa, each water body	\$184.00	Each Pool	Change	\$193.00	Each Pool	5% increase to accommodate increase in costs to execute program
1576	LE Water Rec Pool/Spa - Application/Inspection	\$245.00	Per Inspection	Change	\$257.00	Per Inspection	To align description with fee collected, which is per inspection, not just a pre-opening inspection as previously described. 5% increase to accommodate increase in costs to execute program
1577	LE Water Rec Pool/Spa - Reinspection	\$245.00	Per Inspection	Change	\$257.00	Per Inspection	To align description with fee collected, which is per inspection, not just a pre-opening inspection as previously described. 5% increase to accommodate increase in costs to execute program.
8473	OSS Application & Permit - Tank Only	\$499.00	Per Application	Change	\$523.00	Per Application	5% increase to accommodate increase in costs to execute program

2023 Unified Fee Schedule Proposed Additions, Changes and Deletions

Health

Environmental Health

UFS#	Description	2022 Rate	Rate Basis	Action	2023 Rate	Rate Basis	Reason
1510	OSS Clean & Inst License (Initial and Renewal)	\$242.00	Per License	Change	\$254.00	Per License	5% increase to accommodate increase in costs to execute program
1507	OSS Disp. permit renewal	\$519.00	Per Renewal Letter	Change	\$544.00	Per Renewal Letter	5% increase to accommodate increase in costs to execute program
4988	OSS Installer's Packet	\$20.00	Per Packet	Change	\$21.00	Per Packet	5% increase to accommodate increase in costs to execute program
1508	OSS O & M Specialist License (Initial & Renewal)	\$242.00	Per License	Change	\$254.00	Per License	5% increase to accommodate increase in costs to execute program
1503	OSS PDS Plat Approval per lot Review	\$120.00	Per Lot	Change	\$126.00	Per Lot	5% increase to accommodate increase in costs to execute program
4989	OSS Pumper's Packet	\$15.00	Per Packet	Change	\$16.00	Per Packet	5% increase to accommodate increase in costs to execute program
8077	OSS Redesign Submittal Fee	\$240.00	Each	Change	\$252.00	Each	5% increase to accommodate increase in costs to execute program
1504	OSS Re-inspect Disp. System	\$306.00	Per Inspection	Change	\$321.00	Per Inspection	5% increase to accommodate increase in costs to execute program
1489	OSS, Application & Permit	\$950.00	Per Application appl & permit	Change	\$997.00	Per Application appl & permit	5% increase to accommodate increase in costs to execute program
4987	PDS - Env. Land use reviews (large project)	\$265.00	Each	Change	\$278.00	Each	5% increase to accommodate increase in costs to execute program
4986	PDS - Env. Land use reviews (regular project)	\$126.00	Each	Change	\$132.00	Each	5% increase to accommodate increase in costs to execute program
1462	PDS Verification - Water	\$135.00	Per Water Supply	Change	\$141.00	Per Water Supply	5% increase to accommodate increase in costs to execute program
1491	PDS Verification - OSS	\$142.00	On-Site Sewage System	Change	\$149.00	On-Site Sewage System	5% increase to accommodate increase in costs to execute program
4984	PDS water availability, plat, each lot	\$135.00	Each lot	Change	\$141.00	Each lot	5% increase to accommodate increase in costs to execute program
1536	Plan Review Food, additional hours	\$132.00	Per Hour	Change	\$138.00	Per Hour	5% increase to accommodate increase in costs to execute program
1557	Plan Review Living Env.	\$343.00	Base Charge	Change	\$360.00	Base Charge	5% increase to accommodate increase in costs to execute program
8474	Pool Closure-Inspection or Reinspection	\$332.00	Per Inspection	Change	\$348.00	Per Inspection	5% increase to accommodate increase in costs to execute program
1560	Private Camp Permit	\$326.00	Per Permit	Change	\$342.00	Per Permit	5% increase to accommodate increase in costs to execute program
1540	Re-Inspection Food Program	\$354.00	Per Re-Inspection	Change	\$371.00	Per Re-Inspection	5% increase to accommodate increase in costs to execute program
1561	RV Park Permit 1-49 Spcs	\$338.00	Per Permit	Change	\$354.00	Per Permit	5% increase to accommodate increase in costs to execute program
1562	RV Park Permit 50-99 Spcs	\$377.00	Per Permit	Change	\$395.00	Per Permit	5% increase to accommodate increase in costs to execute program

2023 Unified Fee Schedule Proposed Additions, Changes and Deletions

Health

Environmental Health

UFS#	Description	2022 Rate	Rate Basis	Action	2023 Rate	Rate Basis	Reason
1563	RV Park Permit, Multi-Event Temporary	\$229.00	Per Permit	Change	\$240.00	Per Permit	5% increase to accommodate increase in costs to execute program
1564	RV Park Permit, Temporary	\$132.00	Per Permit	Change	\$138.00	Per Permit	5% increase to accommodate increase in costs to execute program
1565	RV Park Prmt 100-149 Spcs	\$415.00	Per Permit	Change	\$435.00	Per Permit	5% increase to accommodate increase in costs to execute program
1566	RV Park Prmt 150+ Spcs	\$491.00	Per Permit	Change	\$515.00	Per Permit	5% increase to accommodate increase in costs to execute program
1567	RV Parks - Opening Inspection Fee	\$174.00	Per Inspection	Change	\$182.00	Per Inspection	5% increase to accommodate increase in costs to execute program
1568	RV Parks - Opening Reinspection Fee	\$120.00	Per Inspection	Change	\$126.00	Per Inspection	5% increase to accommodate increase in costs to execute program
2908	Secure Med Plan review up to 50 Hours	\$6,300.00	Up to 50 hours	Change	\$6,615.00	Up to 50 hours	5% increase to accommodate increase in costs to execute program
2855	Septage holding tank	\$315.00	each tank	Change	\$330.00	each tank	5% increase to accommodate increase in costs to execute program
1474	SW - Registration Compost Product	\$1,323.00	Per Registration	Change	\$1,389.00	Per Registration	5% increase to accommodate increase in costs to execute program
1478	SW Add'l hours above base	\$126.00	After base hrs, Per Hr	Change	\$132.00	After base hrs, Per Hr	5% increase to accommodate increase in costs to execute program
1475	SW Application-Env Monitoring Req'd, base - 15 hour base	\$1,985.00	Per Application	Change	\$2,084.00	Per Application	5% increase to accommodate increase in costs to execute program
1479	SW Biosolids Beneficials Use Facility Review - 15 hour base	\$1,985.00	Per Facility	Change	\$2,084.00	Annual	To change the fee to annually versus per facility, which doesn't describe a timeframe for renewal. 5% increase to accommodate increase in costs to execute program.
1481	SW Permit - Env Monitoring Req'd - 40 hour base	\$5,292.00	Per Permit	Change	\$5,556.00	Annual	To change the fee to annually versus per facility, which doesn't describe a timeframe for renewal. 5% increase to accommodate increase in costs to execute program.
1485	SW Post Closure Env Monitoring Req'd - 15 hour base	\$1,985.00	Annual	Change	\$2,084.00	Annual	5% increase to accommodate increase in costs to execute program
1488	SW Spill Response	\$126.00	Each Additional Hour	Change	\$132.00	Each Additional Hour	5% increase to accommodate increase in costs to execute program
1477	SW/Compost Application-Env Monitoring Not Req'd - 10 hour base	\$1,323.00	Per Application	Change	\$1,389.00	Per Application	5% increase to accommodate increase in costs to execute program
1483	SW/Compost Permit - Env Monitoring Not Req'd - 10 hour base	\$1,323.00	Per Permit	Change	\$1,389.00	Annual	To change the fee to annually versus per facility, which doesn't describe a timeframe for renewal. 5% increase to accommodate increase in costs to execute program.
1572	Swimming Pool, Spa, Water Rec Base Permit	\$419.00	Base Permit	Change	\$439.00	Base Permit	5% increase to accommodate increase in costs to execute program
8034	Test Administration (OSS, O&M, Pumper)	\$120.00	per test	Change	\$126.00	per test	5% increase to accommodate increase in costs to execute program

2023 Unified Fee Schedule Proposed Additions, Changes and Deletions

Health

Environmental Health

UFS#	Description	2022 Rate	Rate Basis	Action	2023 Rate	Rate Basis	Reason
1467	Water Status Letter/Gp	\$132.00	Per Letter	Change	\$138.00	Per Letter	5% increase to accommodate increase in costs to execute program
1465	Water Systems - additional hours	\$126.00	After base hour, Per Hour	Change	\$132.00	After base hour, Per Hour	5% increase to accommodate increase in costs to execute program
1466	Water Systems, Public (4hour base)	\$551.00	Base Charge	Change	\$578.00	Base Charge	5% increase to accommodate increase in costs to execute program
1492	Water Variance Request	\$347.00	Var/Condtnl Use	Change	\$364.00	Var/Condtnl Use	5% increase to accommodate increase in costs to execute program
1469	Water, Public Well Site Approvals	\$330.00	Per Site	Change	\$346.00	Per Site	5% increase to accommodate increase in costs to execute program
1470	Water, Well Site Approvals/ 2 prty, plats	\$330.00	Per Site	Change	\$346.00	Per Site	5% increase to accommodate increase in costs to execute program

Jail

9063	Work Crew Fines			New	\$5.00	per day worked fee	Agency Encourage agencies to use out of custody work crews to allow offenders to work off their fines
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Parks & Recreation

9061	Facility Site Visit Fee			New	\$25.00	per visit, includes sales tax	To recover the cost of staff time spent showing facilities to customers in advance of their private event. Currently staff time is spent showing facilities to customers intersted in reserving for a private event.
2899	Field Mowing Fee	\$55.00	per hour of mowing	Change	\$70.00	per hour of mowing	Proposing to increase the mowing fee to fully recover costs from special events. New rate coincides with average billing rate for staff.
8047	Firewood	\$5.00	Per Bundle	Change	\$7.00	Per Bundle	Market rate adjustment
1864	Lighthouse Marine Park Camper, Non-Res	\$28.00	Per Night-1 family unit or 6 people max Includes sales tax	Change	\$30.00	Per Night-1 family unit or 6 people max Includes sales tax	Market rate adjustment
1865	Lighthouse Marine Park Camper, Resident	\$21.00	Per Night-1 family unit or 6 people max Includes sales tax	Change	\$23.00	Per Night-1 family unit or 6 people max Includes sales tax	Market rate adjustment
7183	Lighthouse Marine Park, Group Site, Non Resident	\$133.00	Per Night Includes Sales Tax	Change	\$140.00	Per Night Includes Sales Tax	Market rate adjustment
8128	Lighthouse Marine Park, Group Site, Res	\$113.00	Per Night Includes sales tax	Change	\$120.00	Per Night Includes sales tax	Market rate adjustment
8050	Lighthouse Mrn Pk, Large Tenting Site, (25 person max) Non-Res	\$82.00	Per Night includes sales tax	Change	\$85.00	Per Night includes sales tax	Market rate adjustment

2023 Unified Fee Schedule Proposed Additions, Changes and Deletions

Parks & Recreation

UFS#	Description	2022 Rate	Rate Basis	Action	2023 Rate	Rate Basis	Reason
8049	Lighthouse Mrn Pk, Large Tenting Site, (25 person max) Res	\$62.00	Per Night includes sales tax	Change	\$65.00	Per Night includes sales tax	Market rate adjustment
1896	Range Adult Firearm Rental	\$7.00	First Firearm Rental (ammo additional) Includes sales tax	Change	\$20.00	First Firearm Rental (ammo additional) Includes sales tax	Proposed rate increase helps cover increasing operational costs and better aligns with current market rates at comparable ranges.
8227	Range Fee Junior Firearm Rental (Rifle)	\$3.00	per day Does not include ammo	Change	\$10.00	per day Does not include ammo	Proposed rate increase helps cover increasing operational costs and better aligns with current market rates at comparable ranges.
1894	Range Fees Day Use, General, Non-Res	\$12.00	Per Person, Per Range, Per Visit Includes sales tax	Change	\$18.00	Per Person, Per Range, Per Visit Includes sales tax	Proposed rate increase helps cover increasing operational costs and better aligns with current market rates at comparable ranges.
1877	Range Fees Day Use, General, Res	\$11.00	Per Person, Per Range, Per Visit Includes sales tax	Change	\$17.00	Per Person, Per Range, Per Visit Includes sales tax	Proposed rate increase helps cover increasing operational costs and better aligns with current market rates at comparable ranges.
1895	Range Fees Season Ticket, Non Res	\$200.00	Per Person Includes sales tax	Change	\$280.00	Per Person Includes sales tax	Proposed rate increase helps cover increasing operational costs and better aligns with current market rates at comparable ranges.
1884	Range Fees Season Ticket, Res	\$180.00	Per Person Includes sales tax	Change	\$260.00	Per Person Includes sales tax	Proposed rate increase helps cover increasing operational costs and better aligns with current market rates at comparable ranges.
1891	Range Fees Trap Range, Non-Res	\$8.00	Per Round (25 targets) Includes sales tax	Change	\$13.00	Per Round (25 targets) Includes sales tax	Proposed rate increase helps cover increasing operational costs and better aligns with current market rates at comparable ranges.
1888	Range Fees Trap Range, Res	\$7.00	One Round (25 targets) Includes sale tax	Change	\$12.00	One Round (25 targets) Includes sale tax	Proposed rate increase helps cover increasing operational costs and better aligns with current market rates at comparable ranges.
1933	Silver Lake Camp site w/electricity, Non-Res	\$33.00	Per Night-1 family unit or 6 people max Includes sales tax	Change	\$36.00	Per Night-1 family unit or 6 people max Includes sales tax	Market rate adjustment
1934	Silver Lake Camp site w/electricity, Res	\$26.00	Per Night-1 family unit or 6 people max Includes sales tax	Change	\$29.00	Per Night-1 family unit or 6 people max Includes sales tax	Market rate adjustment
1932	Silver Lake Camp site, Non-Res	\$27.00	Per Night-1 family unit or 6 people max Includes sales tax	Change	\$30.00	Per Night-1 family unit or 6 people max Includes sales tax	Market rate adjustment
1935	Silver Lake Camp site, Res	\$20.00	Per Night-1 family unit or 6 people max Includes sales tax	Change	\$23.00	Per Night-1 family unit or 6 people max Includes sales tax	Market rate adjustment
1939	Silver Lake Group Camp, Non-Res	\$326.00	Per Night Includes sales tax	Change	\$335.00	Per Night Includes sales tax	Market rate adjustment

2023 Unified Fee Schedule Proposed Additions, Changes and Deletions

Parks & Recreation

UFS#	Description	2022 Rate	Rate Basis	Action	2023 Rate	Rate Basis	Reason
1938	Silver Lake Group Camp, Res	\$306.00	Per Night Includes sales tax	Change	\$315.00	Per Night Includes sales tax	Market rate adjustment
8460	Text Only Youth Range Fees 10-16 years old	\$5.00	per child Adult Presence Required	Change	\$12.00	per child Adult Presence Required	Proposed rate increase helps cover increasing operational costs and better aligns with current market rates at comparable ranges.

Planning & Development Services

Building Services

8401	Fire: Operational Permit	\$120.00	Per Permit except Open Burning	Change	\$120.00	Per Permit except Open Burning, \$120 base up to one hour reiew then \$120 for each additional hour	No Fee change. Clarification of Rate Basis
8388	Fire: Administrative / Miscellaneous Review - Residential	\$60.00	Per Review, see UFS Appendix B, PDS UFS Policy #6	Change	\$60.00	Per Review, \$60 Base, up to 1/2 hour then \$120 per hour in 1/2 hr increments, see UFS Appendix B, PDS UFS Policy #6	No Fee Change. Clarification of Rate Basis
8302	Fire: Assembly Education, Daycare: Places of Assembly Occupancy Inspections	\$120.00	Per Hour	Change	\$120.00	Per Hour, 1/2 hour increments allowed	No Fee Change. Clarification of rate basis
8488	Fire: Flow Systems Review	\$240.00	\$240 Per System	Change		1% of Project Value. Covers review and up to 8 site inspections. Additional inspections will be \$120 per hour for each inspection	Change in Rate basis to better capture the staff time involved in review and inspection
8492	Fire: Gates/Roads; Commercial Gates & Multiple User Road Plan Review	\$240.00	Per application	Change	\$240.00	\$240 base; includes review and one inspection, then additional review or inspections at \$120 per hour	No Fee Change. Clarification of Description and Rate Basis
8304	Fire: Public Fireworks Display Permit	\$240.00	Base 2 hours, then \$120 per hour each additional hour	Change	\$240.00	\$240 Base, includes review and one inspection; then any additional review or inspection at \$120 per hour	No Fee Change. Clarification of Rate Basis
8305	Fire: Special Inspections	\$120.00	Per Hour	Change	\$120.00	Per Hour, 1 hour minimum	No Fee Change. Clarification of Rate Basis
8385	Fire: Sprinkler System Plan Review (13-d)	\$240.00	Per Review	Change	\$240.00	\$240 Base; includes review and one inspection, then additional review or inspections at \$120 per hour	No Fee Change. Clarification of Rate Basis

2023 Unified Fee Schedule Proposed Additions, Changes and Deletions

Planning & Development Services

Building Services

UFS#	Description	2022 Rate	Rate Basis	Action	2023 Rate	Rate Basis	Reason
8377	Occupancy/Small Project Permit- Commercial: Change of Use/Tenant Improvement - No Value Project	\$240.00	\$240 Base up to 1 hour, then \$120 per hour for additional time	Change	\$240.00	\$240 Base up to 1 hour, then \$120 per hour for additional time	Clarification of Description
2883	Small Project Flat Rate	\$120.00	Per Application-- Residential re-roof, window replacement & siding replacement Only	Change	\$120.00	Per Application. Residential: re-roof, window replacement & siding replacement only, applicable to Commercial buildings under 4,000 sq. ft.	No Fee Change. Clarification of Description and Rate Basis

Natural Resources

8268	Grading/Clearing Application	\$300.00	\$300 up to 10,000 cubic yds then \$120 each additional 10,000 cubic yds or up to 5 acres of clearing then \$120 each additional 5 acres per application	Change	\$420.00	\$420 up to 10,000 cubic yds then \$120 each additional 10,000 cubic yds or up to 5 acres of clearing then \$120 each additional 5 acres per application	Change need to better capture actual staff time spent on review.
8496	NR Assessment/Residential Site Plan Review	\$300.00	Per Application	Change	\$420.00	Base fee Per Application. Includes office review and 1 site inspection. If no site inspection necessary fee will be reduced to \$300. Based on the project scope additional UFS fees may apply	Change need to better capture actual staff time and field inspection.

Planning

9060	Density Credit - ADUs			New	\$8.00	Per Square Foot	Fee adopted per Ordinance 2021-060 on 10/12/2021.
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Public Works

Engineering Admin

1212	Road Vacations Valuation	\$200.00	Per Application	Change	\$200.00	Per Application	Updating name from Road Vacation Appraisal to Road Vacation Valuation
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Ferry & Docks

9064	Capital Surcharge			New	\$1.00	1 Round Trip WCC 10.34.020	
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Solid Waste

8203	Brush/Branch Recycling -Pt. Roberts	\$70.00	Per Ton	Change	\$73.00	Per Ton	5% increase to accommodate increase in costs to execute program
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2023 Unified Fee Schedule Proposed Additions, Changes and Deletions

Public Works

Solid Waste

UFS#	Description	2022 Rate	Rate Basis	Action	2023 Rate	Rate Basis	Reason
8204	Mixed Construction Waste Disposal Recycle-Point Roberts	\$180.00	Per Ton	Change	\$189.00	Per Ton	5% increase to accommodate increase in costs to execute program



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-673

File ID:	AB2022-673	Version:	1	Status:	Agenda Ready
File Created:	11/10/2022	Entered by:	SDraper@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	11/22/2022	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code Chapter 3.72 (Construction Projects-Apprenticeship Requirements) to extend the start dates and enhance the requirements for utilization of the contractor apprenticeship program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Ordinance, Exhibit A, Exhibit B



Memorandum

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

Through: Elizabeth Kosa, Interim PW Director *EaK*

From: James P. Karcher, P.E., County Engineer *gpk*

Date: November 9, 2022

Re: **AMENDING WHATCOM COUNTY CODE CHAPTER 3.72
(CONSTRUCTION PROJECTS – APPRENTICESHIP
REQUIREMENTS) TO EXTEND THE START DATES AND ENHANCE
THE REQUIREMENTS FOR UTILIZATION OF THE CONTRACTOR
APPRENTICESHIP PROGRAM**

Requested Action

Public Works on behalf of multiple County Departments respectfully requests that the County Council adopt the proposed ordinance to modify the effective dates and clarify timing for exceptions and waivers of Whatcom County Code Title 3, Chapter 3.72: Construction Projects – Apprentice Requirements.

Background and Purpose

The ordinance ([AB2019-285](#)) passed Council on 11/19/2019.

The unexpected demands placed on the County by the pandemic and Nov/Dec 2021 flood events impeded the County from attending to the related issues of administration of the new ordinance, requiring more time for implementation.

Implementation of this ordinance requires the designation of existing personnel or hiring of a FTE for a Contractor Apprenticeship Program (CAP) coordinator who will facilitate creation of bid documents along with contract specifications and establishment of an ongoing system for monitoring and reporting which all need to be in place before beginning this program.

To date, all public work contracts remain compliant with these provisions. The County will be studying the impacts of this ordinance on the local contracting community, public work construction costs and internal project management effectiveness and expects to return to Council to discuss the findings.

A brief overview of the proposed schedule for implementation with regard to administering the program and estimating the fiscal impact follows:

- There will be an estimated 4 to 6 qualifying projects County wide that exceed \$1M during an average year.
- The Contractor Apprenticeship Program Utilization Plan will be created by the Executive appointed CAP coordinator and modeled after the Snohomish County Plan. The Snohomish County utilization plan template document is attached as 'Exhibit B'.
- The initial timing estimate to review a submitted plan, coordinate revisions and process a goal modification/waiver is an average of 36 staff-hours per contract.
- Submittal of bidder provided documentation of a need for an exception will be reviewed by staff and forwarded, with a recommendation of approval or denial, to the Executive or designee. This documentation would be verified by the Executive or designee which could be completed in an estimated 4 staff-hours. Disputes at the Executive review level would cause the need for additional staff time of varying degrees based on complications.
- Estimating a fully burdened wage of \$80/hour and assuming 40 staff hours per bid, the staff cost for the CAP totals \$3,200/bid and \$19,200/year. A total new work load of approximately 240 hours/year or ~0.20 FTE's is created.
- Depending on workload and scheduling, an additional 2 week delay is anticipated in the bid award process due to implementation of this program.

Please contact James P. Karcher, P.E., County Engineer at extension 6271 if you have any questions regarding this ordinance.

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE CHAPTER 3.72 (CONSTRUCTION PROJECTS – APPRENTICESHIP REQUIREMENTS) TO EXTEND THE START DATES AND ENHANCE THE REQUIREMENTS FOR UTILIZATION OF THE CONTRACTOR APPRENTICESHIP PROGRAM

WHEREAS, on November 19, 2019, Whatcom County Council adopted Ordinance 2019-079 establishing apprenticeship utilization requirements for publicly funded construction projects; and

WHEREAS, the Whatcom County Council remains committed to training the next generation of skilled workers and urges the timely implementation of this ordinance; and

WHEREAS, the unexpected demands placed on the County by the pandemic and 2021 flood events impeded the County Departments from attending to the related issues of administration of the ordinance, requiring more time for implementation

WHEREAS, amending this ordinance to provide additional time for implementation gives Whatcom County the opportunity to strengthen its apprenticeship utilization requirements supporting local workers, providing more opportunities for apprentices, and affirming our shared commitment to responsible bids on all publicly funded projects;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Chapter 3.72 of the Whatcom County Code is hereby amended as provided for in Exhibit A attached hereto.

ADOPTED this ____ day of _____, 2022.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Todd Donovan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Approved Via Email-KF/EK
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

EXHIBIT A

Chapter 3.72 CONSTRUCTION PROJECTS – APPRENTICE REQUIREMENTS

Sections:

- 3.72.010 Definitions.
- 3.72.020 Use of apprentices required for public works.
- 3.72.030 Administration.
- 3.72.040 EAP utilization plan.
- 3.72.050 Exceptions and waivers.
- 3.72.060 Monitoring.
- 3.72.070 Reporting.
- 3.72.080 Remedies.
- 3.72.090 Emergencies.

3.72.010 Definitions.

Where used in this chapter, unless the context clearly requires otherwise, the following terms shall have the meaning and construction set forth herein:

- A. “Apprentice” means an apprentice registered in an approved apprenticeship program.
- B. “Registered apprenticeship program” means an apprenticeship training program that is approved or recognized by the Washington State Apprenticeship and Training Council or the Federal Agency Apprenticeship Programs.
- C. “Contractor” means a person, corporation, partnership, limited liability company, or joint venture entering into a contract with the county to construct a public work.
- D. “Labor hours” refers to the total number of hours worked by workers receiving an hourly wage who are employed directly and by subcontractors upon the public works project and who are subject to state or federal prevailing wage requirements, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed-upon change order.
- E. “Minimum apprentice labor hours” refers to labor hours actually worked on a public works project by apprentices expressed as a percentage of total labor hours.
- F. “Contractor Apprenticeship Program (CAP)” refers to the requirements of this chapter and any administrative regulations applicable thereto.
- G. “CAP coordinator” refers to the person designated by the County Executive to administer and coordinate the CAP.
- H. “CAP Utilization Plan” refers to the description of how the contractor will meet or exceed apprentice labor hours as required by this Chapter.
- I. “Cost estimate” shall mean the anticipated cost of a public work project, as determined by the County Engineer, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.
- J. “Notice to proceed” refers to the written authorization to the contractor under the public work contract to commence work.

- K. "Public work" refers to all county funded construction projects that constitute a public work pursuant to RCW 39.04.010 as now or hereafter amended and estimated to cost \$1,000,000 or more.
- L. "Subcontractor" means a person, corporation, partnership, limited liability company, or joint venture that has contracted with the contractor to perform all or part of the work to construct a public work by a contractor. (Ord. 2019-079 Exh. A).

3.72.020 Minimum apprentice labor hours required for public work.

Apprentices shall be utilized on the construction of all public works in accordance with this chapter. The minimum percentage of apprentice labor hours by project shall be:

1. For contracts less than \$1,000,000 there shall be no requirement;
2. For contracts advertised for bid before July 1, 2023, there shall be no requirement;
3. For contracts advertised for bid on or after July 1, 2023, with total cost of \$3,000,000 or more, no less than 10 percent of the labor hours shall be performed by apprentices;
4. For contracts advertised for bid on or after January 1, 2024, with a total cost of \$1,000,000 or more, no less than 15 percent of the labor hours shall be performed by apprentices. (Ord. 2019-079 Exh. A).

3.72.030 Administration.

- A. Apprenticeship Program Goal. All contractors and subcontractors constructing or involved with the construction of public works, and all service providers involved with the construction of a public work, shall ensure that the combined minimum apprentice labor hours applicable for the size and bid date of the contract are performed by apprentices and meet all requirements of this chapter.
- B. Contract Requirements. Contracts for construction projects subject to this chapter shall include provisions detailing the apprentice labor requirements. The CAP coordinator shall develop the necessary bid documents and contract specification language to implement the requirements of this chapter. Contracts shall not be intentionally underestimated or fragmented to avoid the requirements of this chapter.
- C. Submission of CAP Utilization Plan. All contractors shall submit a CAP Utilization Plan and shall meet with the CAP Coordinator to review said CAP Utilization Plan prior to being issued a notice to proceed. Failure to submit a CAP utilization plan may be grounds for the county to withhold remittance of a progress payment until such plan is received from the responsible contractor. A meeting with the CAP coordinator prior to issuance of a notice to proceed shall be excused with administrative approval only when the CAP coordinator is unavailable to meet prior to the scheduled date for issuance of the notice to proceed and the contractor and the CAP coordinator have otherwise scheduled a meeting for the coordinator to review the contractor's plan. The contractor shall be responsible for meeting the CAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by subcontractors. To the extent practical, the contractor shall recruit apprentices from multiple trades or crafts. Apprentices utilized in accordance with this chapter must be enrolled in a State or Federal registered apprenticeship program (Ord. 2019-079 Exh. A).

- D. Bid specifications for construction projects that are subject to minimum apprentice labor hours requirement shall include a criterion that allows the purchasing manager to find a bidder non-responsive if the bidder fails to meet the requirements under WCC 3.72.020.

3.72.040 CAP Utilization Plan.

Contractors shall submit a CAP Utilization Plan when the cost estimate of a public work meets thresholds established in WCC 3.72.020.

- A. The CAP Utilization Plan shall meet the following requirements:
 - 1. Shall be submitted on forms prepared or approved by the CAP coordinator;
 - 2. Shall specify the planned labor hours for each trade or craft;
 - 3. Shall provide for quarterly reports, as well as a final report, indicating the total labor hours and the apprenticeship hours utilized by the contractor and all subcontractors on the project; and
 - 4. Shall include a description of how the contractor will satisfy the CAP utilization goal on the particular public work project and include a summary of outreach and recruitment procedures to hire apprentices to work on the project. (Ord. 2019-079 Exh. A).
- B. CAP Utilization Plan must be approved by CAP Coordinator.
- C. Contractors may submit an amended CAP Utilization Plan if changed conditions or circumstances affect the method or schedule of the contractor's previously submitted plan to meet the apprenticeship program goal.
- D. Failure to meet minimum apprentice labor hours requirements or targets outlined in the approved CAP Utilization Plan may be deemed a breach of contract under WCC 3.72.080.

3.72.050 Exceptions and waivers.

At any time prior to a request for bids or proposals on construction projects covered by this chapter, or at any time during the term of a covered contract, the County may reduce or waive the apprentice labor hour goals upon determination by the CAP Coordinator for either 1. or 2. below:

- 1. At least two of the below conditions are met and documented:
 - A. The contractor has demonstrated that it has utilized best efforts to meet the established percentage requirement but remains unable to fulfill the goal;
 - B. In order to meet the requirement, the contractor will be forced to displace members of its workforce;
 - C. The contractor or agency has demonstrated that it has contacted multiple State or Federal registered apprenticeship programs, yet an insufficient number of apprentices are available to meet the CAP utilization requirements;
 - D. The reasonable and necessary requirements of the contract render apprentice utilization infeasible at the required levels;

- E. There exists a disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum level of apprentice participation;
 - F. The contractor or the agency has demonstrated that meeting the requirements would significantly delay an urgent public work project; or
 - G. For other reasons deemed appropriate by the County Executive, and not inconsistent with the purpose and goals of this chapter. (Ord. 2019-079 Exh. A).
2. One of the following conditions is met and documented:
- A. Apprentice labor hour goals are in conflict with funding agreements in place, including state and federal funded projects, in connection with public work; or
 - B. The contractor or the agency has demonstrated that meeting the requirements would significantly delay an urgent public work related to a local, state, or federally declared emergency.

3.72.060 Monitoring.

The county shall implement a system for monitoring the actual use of apprentices in construction projects subject to this chapter. Such monitoring shall include identifying individual apprentices by name and Washington State or Federal apprenticeship registration number; reviewing documents provided by the contractor showing total apprentice labor hours; determining the apprentice hours worked by minorities, veterans, and women; and assessing whether the contractor has complied with the apprenticeship requirement established in its contract. (Ord. 2019-079 Exh. A).

3.72.070 Reporting.

The County Executive shall report to the County Council annually upon the use of apprentices for public work projects. The report shall include, to the extent it is available:

- A. The percentage of labor hours actually worked by apprentices on each project and the total number of labor hours on each project;
- B. The number of apprentices by contractor broken down by trade and craft category;
- C. The number and percentage of minorities, veterans, and women utilized as apprentices on each project;
- D. The number of new apprentices indentured during the reporting year as a result of the county's apprenticeship requirements;
- E. The percentage of apprentices in training on county projects who have graduated to journey level during the reporting year;
- F. All exceptions and waivers granted under WCC 3.72.050 as well as any contractors who have violated the requirements in this chapter; and
- G. Recommendations for maintaining, enhancing, or otherwise amending the existing minimum apprentice labor hours required for public work under WCC 3.72.020 and the exceptions and waivers under WCC 3.72.050. (Ord. 2019-079 Exh. A).

3.72.080 Remedies.

Failure by a contractor to comply with established apprenticeship requirements, unless otherwise waived or excused in writing by the county executive or CAP Coordinator pursuant to WCC 3.72.050,

shall be deemed a breach of contract for which the county shall be entitled to all remedies allowed by law and under the contract. Failure to comply with the apprenticeship requirements may also be considered evidence bearing on a contractor's qualification for award of future contracts with the county. Contractors who are found to knowingly violate the requirements under this chapter twice shall be deemed ineligible to bid for County projects for one year and added to a list maintained by the CAP Coordinator (Ord. 2019-079 Exh. A).

3.72.090 Emergencies.

This chapter shall not apply in the event of an emergency. For the purposes of this section, "emergency" means unforeseen circumstances beyond the control of the county that either: (A) present an immediate threat to the proper performance of essential functions; or (B) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. (Ord. 2019-079 Exh. A).

3.72.100 Severability.

The provisions of this chapter shall be effective in all cases unless otherwise provided by federal or state law. The provisions of this chapter are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or other portion of this chapter or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this chapter or the validity of the application to other persons or circumstances.

☐ Revised939

Apprentice Utilization Plan Form Instructions

Contract Title	Contract Title as it appears in the Award Letter
Contract Number	Contract Number as it appears in the Agreement
Today's Date	The date that the plan is submitted
Prime Contractor	The name of the Prime Contractor (Firm)
Apprentice Utilization Requirement	The required percentage of Apprentice Utilization from the contract provisions
Start Date	The estimated date that these apprentices will start work on the project
Contractor	The firm name of the contractor or subcontractor proposing to utilize these apprentices
Trade/Craft	Provide description of trade/craft
Total Labor (Hours)	Total number of labor hours (for this trade/craft and for the Prime Contractor and all subcontractor) estimated to complete the project
Apprentice Hours	Total number of proposed apprentice hours for this trade/craft
Completed By	Name of person submitting the plan
Email	Email address of person submitting the plan
Title	Title of person submitting the plan
Phone	Phone number of person submitting the plan