CLERK OF THE COUNCILDana 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

COMBINED AGENDA PACKET FOR DECEMBER 06, 2022

INCLUDES INFORMATION FOR THE FOLLOWING MEETINGS:

10 A.M. – CLIMATE ACTION AND NATURAL RESOURCES COMMITTEE (ADJOURNS BY 11 A.M.)

11:05 A.M. - FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE (ADJOURNS BY 1 P.M.)

2 P.M. - PUBLIC WORKS AND HEALTH COMMITTEE (ADJOURNS BY 2:35 P.M.)

2:40 P.M. – PLANNING AND DEVELOPMENT COMMITTEE (ADJOURNS BY 3:40 P.M.; MAY BEGIN EARLY)

3:45 P.M. - COMMITTEE OF THE WHOLE (ADJOURNS BY 4:30 P.M.; MAY BEGIN EARLY)

6 P.M. - COUNCIL

PARTICIPATE IN COUNCIL HYBRID MEETINGS

THE COUNCIL IS CURRENTLY HOLDING MEETINGS IN HYBRID FORMAT WITH OPTIONS FOR IN-PERSON OR REMOTE VIEWING AND PARTICIPATION. FOR INSTRUCTIONS ON HOW TO WATCH OR PARTICIPATE IN THE COUNCIL'S MEETINGS, VISIT WHATCOMCOUNTY.US/JOINVIRTUALCOUNCIL OR CONTACT THE COUNCIL OFFICE AT 360.778.5010

COMMITTEE AGENDAS

COUNCIL CLIMATE ACTION AND NATURAL RESOURCES COMMITTEE 10:00 A.M. TUESDAY, DECEMBER 6, 2022 - ADJOURNS BY 11:00 A.M. **Hybrid Meeting**

Call To Order

Roll Call

Announcements

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

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1.	AB2022-636	Ordinance amending Whatcom County Code 2.118, reactivating the Whatcom County
		Wildlife Advisory Committee beyond December 31, 2022

Pages 15 - 23

2. AB2022-661 Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish

Protection Districts Pages 24 - 38

Items Added by Revision

Other Business

Adiournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE 11:05 A.M. TUESDAY, DECEMBER 6, 2022- ADJOURNS BY 1:00 P.M. **Hybrid Meeting**

Call To Order

Roll Call

Announcements

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SPECIAL PRESENTATION

1. AB2022-712 Report from the Finance Division Page 39

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

Ordinance amending the Silver Beach Creek Stormwater Improvements Project Fund, 1. AB2022-657 request No. 1

Pages 40 - 43

2. AB2022-659 Ordinance amending the 2023 Whatcom County Budget, request no. 1, in the amount

of \$9,737,304

Pages 44 - 56

3. AB2022-660 Ordinance amending the project based budget for the North Lake Samish Road Bridge No. 107 Replacement Fund, request no. 2 Pages 57 - 62 4. AB2022-662 Ordinance amending the 2022 Whatcom County Budget, request no. 16, in the amount of \$636,513 Pages 63 - 72 5. Request authorization for the County Executive to enter into a contract between AB2022-675 Whatcom County and World Relief Western Washington to facilitate distribution of refugee relief funds, in the amount of \$150,000 Pages 73 - 94 AB2022-677 6. Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to support the Positive Adolescent Development Program in the amount of \$115,000 Pages 95 - 114 7. AB2022-681 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide housing case management services in the amount of \$607,235 for a total amended contract amount of \$1,456,130 Pages 115 - 125 8. AB2022-678 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide housing case management services in the amount of \$482,572 for a total amended contract amount of \$1,053,814 Pages 126 - 139 **Council "Consent Agenda" Items** 1. AB2022-667 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District for outreach, education and technical assistance with BBWARM stormwater programs, in the amount of \$93,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors) Pages 140 - 155 2. AB2022-668 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District for education and outreach assistance with Lake Whatcom stormwater utility stormwater programs, in the amount of \$64,600 Pages 156 - 170 3. AB2022-676 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to support operations at the permanent supportive housing facility known as Heart House in the amount of \$63,000 for a total amended contract amount of \$120,145 Pages 171 - 178 4. AB2022-679 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Julota to integrate data among various data storage

<u>Pages 179 - 185</u>

platforms used to track and monitor services and care provided to individuals frequently seen by the Health Department's Response Systems Division Programs in

the amount of \$85,207 for a total amended contract amount of \$168,418

5.	AB2022-680	Request authorization for the County Executive to enter into a contract between Whatcom County and Sun Community Services for emergency shelter operations at Sun House, in the amount of \$482,755 Pages 186 – 208	
6.	AB2022-683	Request authorization for the County Executive to enter into a contract between Whatcom County and Thomson Reuters for legal research purposes, in the amount of \$87,234.19 Pages 209 – 220	
7.	AB2022-684	Request authorization for the County Executive to enter into a contract between Whatcom County and Domestic Violence & Sexual Assault Services to operate emergency domestic violence shelters, in the amount of \$50,000 Pages 221 – 240	
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9.	<u>AB2022-686</u>	Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Acme Water District No. 18 (Water District) for inclusion of the Water District's utility improvements into the Jones Creek Debris Flow Risk Reduction Project, for a cost share amount of \$33,000.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors) Pages 251 – 259	
10.	AB2022-687	Request authorization for the County Executive to enter into an interlocal agreeme between Whatcom County and the U.S Department of Justice for the FY 202 Community Oriented Policing Services (COPS) Technology and Equipment Progra Grant, in the amount of \$300,000.00 Pages 260 – 283	
11.	AB2022-689	Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District (WCD) for continued technical assistance for Flood Project Implementation, in the amount of \$40,000.00 over two years (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors) Pages 284 – 292	
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13.	<u>AB2022-691</u>	Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Traffic Safety Commission for High Visibility Enforcement (HVE) patrols, in the amount of \$8,250.00 Pages 298 – 319	
14.	AB2022-692	Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Traffic Safety Commission for High Visibility Enforcement (HVE) patrols to address road safety for pedestrians and bicyclists, in the amount of \$14,000.00 Pages 320 – 340	
15.	AB2022-693	Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and U.S. Department of Justice Drug Enforcement Administration for Cooperative State and Local Task Force Agreement FY2023 Pages 341 – 346	

16.	AB2022-697	Request authorization for the County Executive to enter into a Local Agency Standard Consultant Agreement Supplemental No. 1 between Whatcom County and KPFF, Inc. to provide on-call professional mechanical engineering support for the Whatcom County ferry program in the amount of \$40,000 Pages 347 – 353	
17.	AB2022-698	Request authorization for the County Executive to enter into a Local Agency Standard Consultant Agreement Supplemental No. 1 between Whatcom County and KPFF, Inc. to provide on-call professional structural engineering support for the Whatcom County bridge program Pages 354 – 361	
18.	AB2022-699	Request authorization for the County Executive to enter into a Local Agency Standard Consultant Agreement Supplement No. 1 between Whatcom County and Trantech Engineering, LLC to provide on-call professional structural engineering support for the Whatcom County bridge program in the amount of \$40,000 Pages 362 – 368	
19.	AB2022-700	Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the Washington State Department of Health for the delivery and funding of various public health services in the amount of \$109,206, for a total amended agreement amount of \$8,487,174 Pages 369 – 431	
20.	<u>AB2022-701</u>	Request authorization for the County Executive to enter in to a Collective Bargaining Agreement between Whatcom County and the Washington State Nurses Association for the period of January 1, 2023 - December 31, 2025 Pages 432 - 470	
21.	AB2022-702	Request authorization for the County Executive to enter into a contract between Whatcom County and the Washington State Office of Public Defense for the purpose of improving the quality of public defense services in the amount of \$200,639.00 Pages 471 – 481	
22.	AB2022-703	Request authorization for the County Executive to enter into a contract between Whatcom County and Mount Baker Foothills Chamber of Commerce in the amount of \$125,000 Pages 482 – 501	
23.	AB2022-704	Request authorization for the County Executive to enter into a contract between Whatcom County and Birch Bay Chamber of Commerce in the amount of \$130,000 Pages 502 – 521	
24.	AB2022-705	Request authorization for the County Executive to enter into an agreement between Whatcom County and Bellingham Whatcom County Tourism in the amount of \$250,000 Pages 522 – 541	
25.	AB2022-709	Request authorization for the County Executive to enter into an agreement between Whatcom County and Northwest Regional Council in support of the Meals on Wheels Program in the amount of \$120,000 Pages 542 – 554	
26.	AB2022-711	Request authorization for the County Executive to enter into a lease/contract between Whatcom County and Unity-Flora Development LLC, to lease space at 104 Unity Street, Bellingham, in the amount of \$88,512 Pages 555 – 563	
27.	AB2022-714	Request authorization for the County Executive to enter into a contract with Midwest Employer Casualty renewal for insurance protection for the self-insured workers compensation program in the amount of \$107,590 for calendar year 2023 Pages 564 – 591	

28.	<u>AB2022-715</u>	Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Summit Law Group to provide legal services for matters related to collective bargaining, in the amount not to exceed \$89,076 annually through December 31, 2023 Pages 592 – 597
29.	AB2022-716	Request authorization for the County Executive to enter into interlocal agreement amendment between Whatcom County and the Whatcom Council of Governments for provision of Boundary Review Board administration Pages 598 – 602
30.	AB2022-718	Request authorization for the County Executive to enter into an agreement between Whatcom County and Habitat for Humanity for their purchase of a property in Everson for construction of 30 homes in the amount of \$449,256 Pages 603 – 661
31.	AB2022-719	Request approval for the County Executive to award Bid #22-58 Medical Outreach Van Modifications and enter into a contract between Whatcom County and North Point Metalworks, in the amount of \$45,096.15 Pages 662 – 680
32.	AB2022-720	Resolution certifyingWhatcom County's property tax levies for collection in 2023 to the County Assessor Pages 681 – 683

Items Added by Revision

Other Business

Adjournment

COUNCIL PUBLIC WORKS AND HEALTH COMMITTEE 2:00 P.M. TUESDAY, DECEMBER 6, 2022 – ADJOURNS BY 2:35 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. AB2022-713 Report from the Public Works Department Page 684

COMMITTEE DISCUSSION

1. AB2022-649 Discussion involving stop sign ordinances on various roads Pages 685 – 716

Items Added by Revision

Other Business

Adiournment

COUNCIL PLANNING AND DEVELOPMENT COMMITTEE

2:40 P.M. TUESDAY, DECEMBER 6, 2022 - ADJOURNS BY 3:40 P.M.; MAY BEGIN EARLY Hybrid Meeting

Call To Order

Roll Call

Announcements

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

COMMITTEE DISCUSSION

1. AB2022-597 Discussion of the Buildable Lands Report

Pages 717 - 918

COMMITTEE DISCUSSION AND RECOMMENDATION TO COUNCIL

1. AB2022-627 Resolution approving recommendations on three applications for open space current use assessment

Pages 919 - 955

Items Added by Revision

Other Business

Adiournment

COUNCIL COMMITTEE OF WHOLE 3:45 P.M. TUESDAY, DECEMBER 6, 2022 – ADJOURNS BY 4:30 P.M.; MAY BEGIN EARLY Hybrid Meeting

Call To Order

Roll Call

Announcements

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

COMMITTEE DISCUSSION

1. <u>AB2022-717</u> Discussion regarding the Council's general meeting rules

<u>Page 956</u>

Items Added by Revision

Other Business

Adjournment

COUNTY COUNCIL

REGULAR COUNCIL MEETING 6:00 P.M. TUESDAY, TUESDAY, DECEMBER 6, 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 or call the County Council Office or County Executive's Office.

COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

1.	MIN2022-080	Special Council for November 17, 2022 Pages 957 - 966
2.	MIN2022-081	Committee of the Whole for November 22, 2022 Pages 967 – 975
3.	MIN2022-082	Regular County Council for November 22, 2022

PUBLIC HEARINGS

AB2022-581

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.

Resolution to declare Whatcom County Real Property as Surplus and Approve Sale

	AD2022-301	Pages 1003 – 1008
2.	<u>AB2022-587</u>	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 1009 – 1032
3.	<u>AB2022-642</u>	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 1033 – 1057

4.	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 1058 – 1073	
5.	AB2022-650	Ordinance Establishing Temporary one way traffic on Drayton Harbor Road Pages 1074 - 1077	
6.	AB2022-651	Ordinance to install stop signs on Bay Road at the intersection with Kickerville Road Pages 1078 - 1086	
7.	AB2022-652	Ordinance to install stop signs on Bay Road at the intersection with Valley View Road Pages 1087 - 1096	
8.	AB2022-653	Ordinance to remove a temporary stop sign on Drayton Harbor Road Pages 1097 – 1100	
9.	<u>AB2022-654</u>	Ordinance to remove stop signs on Harksell Road at the intersection with Woodland Road Pages 1101 – 1109	
10.	AB2022-665	Ordinance authorizing the 2023 Whatcom County Unified Fee Schedule Pages 1110 – 1170	
11.	<u>AB2022-673</u>	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 1171 - 1187	
12.	AB2022-688	Ordinance authorizing the levy of taxes for Whatcom County children and families for 2023 Pages 1188 – 1190	

OPEN SESSION (20 MINUTES)

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

CONSENT AGENDA

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

(From Council Finance and Administrative Services Committee)

1. AB2022-667

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District for outreach, education and technical assistance with BBWARM stormwater programs, in the amount of \$93,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Pages 140 – 155

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Pages 284 - 292

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32.	AB2022-720	Resolution certifyingWhatcom County's property tax levies for collection in 2023 to the County Assessor Pages 681 – 683			

OTHER ITEMS

(From Council Climate Action and Natural Resources Committee)

1.	AB2022-636	Ordinance amending Whatcom County Code 2.118, reactivating the Whatcom County Wildlife Advisory Committee beyond December 31, 2022 Pages 15 – 23
2.	AB2022-661	Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts Pages 24 – 38

(From Finance and Administrative Committee)

3.	AB2022-657	Ordinance amending the Silver Beach Creek Stormwater Improvements Project Fund, request No. 1 Pages 40 - 43
4.	AB2022-659	Ordinance amending the 2023 Whatcom County Budget, request no. 1, in the amount of \$9,737,304 Pages 44 - 56
5.	AB2022-660	Ordinance amending the project based budget for the North Lake Samish Road Bridge No. 107 Replacement Fund, request no. 2 Pages 57 – 62
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Pages 126 - 139

Pages 115 - 125

(From Council Planning and Development Committee)

11. AB2022-627 Resolution approving recommendations on three applications for open space current use assessment

Pages 919 - 955

CONFIRMATION OF EXECUTIVE APPOINTMENTS TO BOARDS. **COMMISSIONS, AND COMMITTEES**

amended contract amount of \$1,456,130

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

1. AB2022-696 Request confirmation of the County Executive's appointment of Valerie Billmire to the Whatcom County Housing Authority Board of Commissioners

Pages 1191 - 1197

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. AB2022-641 Ordinance adopting the Buildable Lands Report
Pages 1198 – 1373

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-636

File ID: AB2022-636 Version: 1 Status: Introduced

File Created: 10/31/2022 Entered by: JFleisch@co.whatcom.wa.us

Department: Planning and **File Type:** Ordinance

Development Services

Department

Assigned to: Council Climate Action and Natural Resources Committee

Final Action:

Agenda Date: 12/06/2022

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 reactiviation 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 Managmenet 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:
11/22/2022	Council	INTRODUCED	Council Climate Action and Natural Resources Committee

Attachments: Staff Memo, Proposed Ordinance, Wildlife Committee Accomplishment Memo 11.29.2022

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 cordination 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.

1	SPONSORED BY:
2	PROPOSED BY:
3	INTRODUCTION DATE:
	INTRODUCTION DATE.
4 5	ORDINANCE NO
6 7 8 9	AMENDING WHATCOM COUNTY CODE 2.118, REACTIVATING THE WHATCOM COUNTY WILDLIFE ADVISORY COMMITTEE BEYOND DECEMBER 31,2022
10	WHEREAS, the Washington State Growth Management Act (GMA) requires
11 12	Whatcom County to engage in comprehensive land use planning; and
13	WHEREAS, the GMA indicates that Whatcom County's comprehensive land use
14	planning efforts should foster land use patterns and develop a local vision of rural
15	character that will be compatible with the use of the land by wildlife and for fish and
16	wildlife habitat; and
17	
18	WHEREAS, goal nine (9) of the GMA, in Revised Code of Washington (RCW)
19	36.70A.020, is to retain open space, enhance recreational opportunities, conserve fish
20	and wildlife habitat, increase access to natural resource lands and water, and develop
21	parks and recreation facilities; and
22	
23	WHEREAS, in RCW 36.70A.160, the GMA directs local governments to identify
24	open space corridors within and between urban growth areas useful for recreation,
25	wildlife habitat, trails and connections between critical areas; and
26 27	WHEREAS, habitat conservation areas must be identified, designated and
28	protected through the use of best available science, according to RCW 36.70A.172; and
29 30	WHEREAS, goal eleven (11) of the GMA is to encourage the involvement of
31	citizens in the planning process and ensure coordination between communities and
32	jurisdictions to reconcile conflicts; and
33	Julianicitoria to reconcile commeta, and
34	WHEREAS, Whatcom County citizens have expressed to the County Council their
35	desire for the County to incorporate wildlife management and conservation planning for
36	fish and wildlife habitat into the Whatcom County land use planning process; and
37	
38	WHEREAS, the Whatcom County Council would benefit from the advice and
39	recommendations of those with background and technical expertise, including but not
40	limited to, in wildlife management, conservation science, and wildlife biology, when
41	making land use policy decisions, and
42	

EXHIBIT A 1 2 Chapter 2.118 3 WILDLIFE ADVISORY COMMITTEE 4 5 6 Sections: 7 2.118.010 **Established** 8 2.118.020 **Purpose Function** 9 2.118.030 10 2.118.040 Qualifications 11 2.118.050 Membership 12 2.118.060 **Term of Office** Organization - Meetings 13 2.118.070 14 2.118.080 **Committee Staffing** 15 16 17 2.118.010 Established. 18 The wildlife advisory committee is hereby established. 19 20 2.118.020 Purpose. 21 The committee will advise the Whatcom County pPlanning and 22 <u>dDevelopment sServices dDepartment and Public Works Department staff</u> 23 and the Whatcom County eCouncil on the value of wildlife and habitat 24 management issues as they relate to the Whatcom County Comprehensive 25 Plan, with the goal of integrating wildlife management and protection into 26 the community planning process. 27 28 2.118.030 Function. 29 30 A. The committee will provide recommendations on integrating wildlife 31 management and protection issues relative to fulfilling goal nine (9) of 32 the Washington State Growth Management Act (GMA): to retain open 33 space, enhance recreational opportunities, conserve fish and wildlife 34 habitat, increase access to natural resource lands and water, and 35 develop parks and recreation facilities. The full committee shall provide 36 a recommendation on the need for an ongoing wildlife advisory 37 committee. 38 39 B. Each committee recommendation will consist of: 40 1. Identified issue or constraint; 41 2. Discussion of ecological process, function or species addressed; 42 3. Range of solutions considered; 4. Preferred solution: 43 44 5. Cost of implementation. A cost-benefit analysis is required when an 45 existing industry recognized method is available; at a minimum a discussion of project costs and positive or adverse impacts where 46 community and ecological uses intersect; 47 6. Cite and reviewed references. 48 49

2 3 4 5 6 7 8 9 10		 C. The technical advisory subcommittee, as defined in WCC 2.118.050(B), will: 1. Continue to pProvide a periodic updates to the Whatcom County eEcosystem rReport that includes the inventory, characterization, and assessment, of wildlife habitats and ecosystems -whichthat includes an analysis of risk to the, of existing ecosystem conditions
12 13 14 15 16 17 18 19 20 21 22 23		 (eExisting eCondition FReport), and to make management recommendations using best available science that will provide appropriate habitat conditions for local species, with an emphasis on biodiversity and healthy ecosystem processes and functions. This may include recommendations regarding wildlife corridors, landscape ecological planning, wildlife habitat management, and avoiding or minimizing human/wildlife conflict. Address technical questions from the Whatcom County eCouncil, Whatcom County staff, or the wWildlife Advisorymanagement eCommittee.
24 25 26 27 28 29	2.118.040	Qualifications. To qualify for e <u>C</u> ounty e <u>C</u> ouncil appointment to fill any vacancy on a board, committee, or commission, a person shall be a qualified registered voter <u>in Whatcom County</u> and <u>be</u> a member or employee of the agency or group he or she is appointed to represent.
30 31	2.118.050	Membership.
32 33		A. The committee shall consist of 11 members.
334 35 36 37 38 39 40 41 42 43		B. Seven of the 11 members will have technical expertise in wildlife and habitat management or current or past professional experience such as, but not limited to, at least one of the following: wetlands manager, wildlife biologist, population conservation biologist, natural resources manager, watershed scientist, conservation ecological restoration specialist, forestry protection, and tribal representative. Agriculture or land development representatives are encouraged to apply for at least two of the remaining four positions.
43 44 45 46		C. The <u>Ceounty eCouncil</u> will appoint the voting committee members. Member terms will be four years
47 48		D. The committee members shall serve without compensation.
49 50 51	2.118.060	Term of Office.

1 2		The committee shall serve until December 31, 202 <u>46</u> .		
3	2.118.070	Organization - Meetings.		
4 5 6		A.	Meetings of the <u>eCommittee</u> shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.	
7 8		B.	The <u>eCommittee</u> shall meet as needed to address wildliferelated planning needs.	
9 10		C.	The eCommittee shall be responsible for taking complete and accurate written records.	
11 12		D.	Whatcom County staff shall be responsible for assuring the meetings are audio recorded.	
13 14 15		E.	Written and audio recordings of meetings, resolutions, findings, and recommendations shall be kept, and such records shall be public.	
16 17		F.	The eCommittee shall comply with Whatcom County CodeChapter 2.03, WCC - Boards and Commissions.	
18 19		G.	The <u>eCommittee</u> shall adopt its own rules and procedures for the conduct of business.	
20 21 22		H.	The <u>eCommittee</u> shall elect a chairperson from among its members who shall preside at its meetings.	
23 24	2.118.080	Comr	nittee Staffing.	
25 26 27		A.	The Whatcom County <u>pP</u> lanning and <u>dD</u> evelopment <u>sS</u> ervices <u>dD</u> epartment and Whatcom County <u>pP</u> ublic <u>wW</u> orks <u>dD</u> epartment shall provide <u>available</u> geographic information system (GIS) data	
28 29 30 31 32		B.	and other information to the committee as requested. The Whatcom County <u>pP</u> lanning and <u>dD</u> evelopment <u>sS</u> ervices <u>dD</u> epartment and the Whatcom County <u>pP</u> ublic <u>wW</u> orks <u>dD</u> epartment shall provide technical assistance and assist with meeting coordination.	

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Mark Personius
Director

Memorandum

TO: Honorable County Council Members and

Honorable Executive Satpal Singh Sidhu

THROUGH: Mark Personius, Director, Whatcom County PDS

FROM: Jon-Paul Shannahan, Natural Resources Manager PDS

DATE: November 29, 2022

SUBJECT: 2018-2022 Accomplishments of the Wildlife Advisory Committee

The Wildlife Advisory Committee ("Committee") has recommended to the Council that the Committee be reauthorized for another term to complete its current tasks and continue to provide County staff with pertinent advice as needed. Over the expiring term, the Committee has been successful despite the significant challenges of supporting staff and member turnover, and remote meetings and postponements related to the COVID pandemic. In support of our recommendation, the Committee would like to highlight some of our accomplishments and ongoing work that justifies a four-year extension.

First, the Committee has developed a legally and scientifically defensible process to identify Species of Local Importance as defined by the Critical Areas Ordinance (CAO). Three species—Western Toad, Coastal Tailed Frog, and Townsend's Big-Eared Bat—were so identified and nominated by the Committee, and were designated by the Whatcom County Council on September 28, 2021 pursuant to CAO 16.16.710(13). In addition, the Committee identified a number of other vulnerable species to be placed on a "Watch List" to be monitored for adverse trends in their populations and distributions.

The Committee has also made progress to address the purpose and intent of the CAO Article 7 Habitat Conservation Areas. In 16.16.700 the purpose of the Article includes language aimed to protect, restore, and maintain wildlife populations by protecting ecological processes, regulating development so that populations of species are not isolated, and habitat degradation and fragmentation are minimized. The final purpose is to maintain the natural geographic distribution, connectivity, and quality of wildlife habitats. In this

effort, the Committee supports the use of state-of-the-art computer models combined with local data to provide an accurate and effective tool to inform land use decisions into the future, and specifically, to ensure these land use decisions are addressing Article 7 of the CAO. The Committee has reviewed and supports the approach of the Wildlands Network, which has, at no cost to the County, taken the first steps to use available models and data to map existing conditions for habitat connectivity. This approach is scalable and can be applied to the best-available local remote sensing data, including LiDAR and Pictometry, and verified with on-the-ground data to better meet the objectives of the CAO.

Finally, the Committee was tasked with updating the 2017 Whatcom Ecosystem Report in time for the next Comprehensive Plan update. To date the Committee has not completed this task, which will be a priority if the Committee is granted an extension. The Committee will make recommendations to use best available science to map, summarize, and analyze existing conditions to support the update using data to be available in 2023, and will assist County staff in seeking resources to perform the analysis, which is beyond the scope of the Committee or the capacity of County staff.

It is with this list of accomplishments and plans for addressing a known data gap that this committee is advancing a request to renew the Committee's tenure for the next four years.



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: Introduced

File Created: 11/08/2022 Entered by: jsmiley@co.whatcom.wa.us

Department: Council Office File Type: Ordinance

Assigned to: Council Climate Action and Natural Resources Committee Final Action:

Agenda Date: 12/06/2022 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:
11/22/2022	Council	INTRODUCED	Council Climate Action and Natural Resources Committee

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 2 3	Drayton Harbor/Portage Bay/Birch Bay Shellfish Ord. 2022 SPONSORED BY: PROPOSED BY: Public Worl INTRODUCED:	KS
4 5		
6 7	ORDINANCE NO. 2022-	
8 9 10	AMENDING WHATCOM COUNTY CODE 16.20 WHATCOM COUNTY SHELLFISH PROTECTION DISTRICT	
11 12 13	WHEREAS, on July 18, 1995, the Whatcom County Council adopted Ordinance 95-036, creating the Drayton Harbor Shellfish Protection District, with a sunset date of December 31, 1998; and	
14 15 16	WHEREAS, on March 24, 1998, the Whatcom County Council amended the Whatcom County Code Chapter 16.20 to create the Portage Bay Shellfish Protection District; and	
17 18 19 20	WHEREAS, the Whatcom County Council subsequently adopted Ordinances 98-069, 2000-028, 2002-069, 2004-061, 2007-003, and 2008-55, each extending the sunset date for the Drayton Harbor and Portage Bay Shellfish Protection Districts by twyears; and	10
21 22 23	WHEREAS, on May 26, 2010, the Whatcom County Council amended the Whatcom County Code Chapter 16.20 to create the Birch Bay Shellfish Protection District; and	
24 25 26	WHEREAS, the Whatcom County Council subsequently adopted Ordinances 2019 006, 2014-058, 2012-055 and 2010-046 extending the sunset date for the Drayton Harbor, Portage Bay, and Birch Bay Shellfish Protection Districts; and	9-
27 28	WHEREAS, the Whatcom County Council adopted Ordinance 2012-055 creating four-year terms for advisory committee members; and	
29 30	WHEREAS, the Whatcom County Council adopted Ordinance 2020-031 waiving the terr limit for advisory committee members; and	n
31 32 33 34	WHEREAS, numerous efforts have occurred in the Drayton Harbor, Portage Bay, and Birch Bay Shellfish Districts to eliminate or reduce pollutants that are affecting the shellfish beds, through improved partnerships, cooperative efforts and increased community involvement; and	
35 36 37	WHEREAS, work needs to continue to ensure that approved shellfish harvest areas maintain "approved" status, and remaining "conditionally approved" and "prohibited" areas are reopened, and	

38 39 40 41	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			
42 43 44 45	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.			
46				
47	ADOPTED this day of	, 2022.		
48 49 50 51 52 53	ATTEST:	WHATCOM COUNTY COUNCIL WHATCOM COUNTY, WASHINGTON		
54	Clerk of the Council	Todd Donovan, Council Chair		
55 56 57	APPROVED AS TO FORM:	() Approved () Denied		
58 59 60	15/Christopher Quinn 11.9.22 by SS			
61 62 63	Christopher Quinn Senior Deputy Prosecuting Attorney-Civil Division	Satpal Singh Sidhu County Executive		

Exhibit A

64	Cha	pter	1	6.	20
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WHATCOM COUNTY SHELLFISH PROTECTION DISTRICTS

66 Sections:

65

- 67 16.20.010 Establishment and authority of district.
- 68 **16.20.015** Purpose.
- 69 16.20.016 Establishment of program.
- 70 **16.20.020** District boundaries.
- 71 **16.20.040** Revenue authority.
- 72 <u>16.20.045</u> Collection of charges or rates and exemptions.
- 73 **16.20.050** Sunset date and dissolution of district.
- 74 <u>16.20.060</u> Relationship with other entities.
- 75 <u>16.20.065</u> Advisory groups.
- 76 <u>16.20.090</u> Severability.

77 **16.20.010** Establishment and authority of district.

- 78 There is hereby established the Drayton Harbor, Portage Bay, and Birch Bay shellfish
- 79 protection districts under the authority of Chapter 90.72 RCW, Shellfish Protection
- 80 Districts. (Ord. 2019-006 Exh. A, Ord. 2014-058 Exh. A, Ord. 2012-055 Exh. A; Ord.
- 81 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A;
- 82 Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).

83 **16.20.015** Purpose.

- The purpose of these districts is to provide services to citizens experiencing nonpoint
- 85 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
- 87 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.
- 89 2014-058 Exh. A, Ord. 2012-055; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord.
- 90 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019
- 91 Att. C; Ord. 95-036).

92 **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
- 95 Response Strategy, dated February 10, 1998, and updated as the Portage Bay Shellfish
- 96 Recovery Plan- 2014 Update (Res. 2014-027) is hereby adopted as the Portage Bay
- 97 shellfish protection program. The Drayton Harbor Shellfish Growing Area Initial Closure
- 98 Response Strategy, dated May 1995, and updated as the Drayton Harbor Shellfish
- 99 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)

- 101 Exh. A, Ord. 2012-055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-
- 102 055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C).

103 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
- 106 as follows:
- 107 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
- 116 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
- 120 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.
- 133 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
- 135 follows:
- 136 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
- 138 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

Road to the easterly section line of Township 40 North, Range 3 East, Section 3; thence 140 southerly along said section line to the northerly line of Township 40 North, Range 3 141 142 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 Badger Road to the intersection of Trap Line Road; thence southerly along the 145 centerline of Trap Line Road to the intersection with the City Limits of Everson; thence 146 147 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 section line of Township 40 North, Range 4 East, Section 31; thence southerly along 149 said section line to the northerly section line of Township 39 North, Range 4 East, 150 Section 5; thence easterly along said section line to the intersection with Nooksack 151 152 Road; thence southerly along the centerline of Nooksack Road to the intersection with Hopewell Road; thence easterly along the centerline of Hopewell Road to the 153 intersection with Lawrence Road; thence southerly along the centerline of Lawrence 154 155 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 North, Range 4 East, Section 13; thence northerly along said section line to the 157 northerly section line of Township 39 North, Range 4 East, Section 1; thence easterly 158 159 along said section line to the westerly section line of Township 40 North, Range 5 East, Section 31; thence northerly along said section line to the northerly section line of 160 Township 40 North, Range 5 East, Section 31; thence easterly along said section to the 161 westerly line of Township 40 North, Range 5 East, Section 28; thence northerly along 162 said section line to the northerly line of Township 40 North, Range 5 East, Section 4; 163 thence easterly along said section line to the westerly section line of Township 41 164 165 North, Range 5 East, Section 34; thence northerly along said section to the 49th parallel; thence easterly along the 49th parallel to the easterly section line of Township 166 41 North, Range 5 East, Section 36; thence southerly along said section line to the 167 168 northerly section line of Township 40 North, Range 6 East, Section 6; thence easterly along said section line to the easterly section line of Township 40 North, Range 6 East, 169 170 Section 5; thence southerly along said section to the northerly section line of Township 40 North, Range 6 East, Section 9; thence easterly along said section line to the 171 172 National Forest Boundary; thence proceeding southerly along said National Forest Boundary to the boundary between Whatcom County and Skagit County; thence 173 174 westerly along said County boundary to the westerly section line of Township 37 North, Range 5 East, Section 34; thence northerly along said section line to the southerly 175 section line of Township 37 North, Range 5 East, Section 21; thence westerly along said 176 177 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 section line of Township 37 North, Range 4 East, Section 13; thence northerly along 180 said section line to the southerly section line of Township 37 North, Range 4 East, 181 Section 11; thence westerly along said section line to the westerly section line of 182 Township 37 North, Range 4 East, Section 11; thence northerly along said section line 183

to the southerly section line of Township 38 North, Range 4 East, Section 15; thence 184 185 westerly along said section line to the westerly section line of Township 38 North, 186 Range 4 East, Section 17; thence northerly along said section line to the southerly 187 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; 188 189 thence northerly along said section line to the intersection of East Smith Road; thence 190 westerly along the centerline of East Smith Road to the easterly section line of 191 Township 39 North, Range 3 East, Section 31; thence southerly along said section line 192 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 193 Meridian to the southerly section line of Township 38 North, Range 2 East, Section 1; 194 thence westerly along said section line to the easterly section line of Township 38 195 196 North, Range 2 East, Section 11; thence southerly along said section to the southerly 197 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 198 199 southerly along said section line to the intersection with Bellingham Bay; thence 200 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 201 202 section line of Township 38 North, Range 2 East, Section 17; thence easterly along said 203 section line to the centerline of the Nooksack River; thence following the centerline of 204 the Nooksack River to the intersection with the City Limits of Ferndale; thence westerly, 205 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 206 Limits of Ferndale; thence northerly, proceeding along the City Limits of Ferndale to the 207 intersection with Church Road; thence northerly along the centerline of Church Road to 208 209 the intersection of Aldergrove Road; thence easterly along the centerline of Aldergrove 210 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 211 212 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; 213 214 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 215 216 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 217 Glendale Road to the intersection of West Badger Road; thence westerly along the 218 centerline of West Badger Road to the intersection of Markworth Road; thence northerly 219 220 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
- 222 watershed and contained within the boundaries that are declared as follows:
- 223 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
- 227 1 East, and Sections 19, 20, 29, 30, 31, 32, 33, Township 40 North, Range 1 East, of
- 228 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.)
- 232 Commencing at the point of intersection of the Line of Ordinary High Tide of
- 233 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
- 235 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
- 237 generally Southerly along the centerline of Semiahmoo Parkway 1.5 miles, more or less,
- 238 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
- 240 Westerly corner of Lot 65, Saint Andrew's Green Division IV Phase A; Thence
- 241 Southeasterly 2000 feet, more or less, to the 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 ½ of the SW ¼ of said Section 13; Thence
- Southeasterly 2214 feet, more or less, to the SE corner of the West 20 acres of the NW
- 245 ¼ of the SE ¼ 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
- 248 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
- 250 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
- 253 Easterly end of said Bayshore Drive; Thence Southeasterly 200 feet, more or less, to
- 254 the NW corner of the SW ¼ of the NE ¼ of said Section 19; Thence Southeasterly
- 2820 feet, more or less, to the NW corner of the South 330 feet of the SW 1/4 of the NW
- 256 ¼ 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 ¼ of the SW ¼ 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
- 260 E., 500 feet Westerly of the NE corner of the NW ¼ of the NE ¼ of said Section 29;
- Thence Southwesterly 1554 feet, more or less, to the SW corner of said NW ¼ of the
- NE ¼ of said Section 29; Thence Southeasterly ¼ 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
- 266 540 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
- 268 RR Ranch; Thence Southeasterly 962 feet, more or less, to the center of the SE ¼ of

the SE ¼ of said Section 29; Thence Southeasterly 710 feet, more or less, to a point on 269 the North line of Section 32, T. 40 N., R. 1 E. 397 feet Westerly of the NE Corner of said 270 Section 32; Thence Southeasterly 2166 feet, more or less, to the center of the NW 1/4 of 271 272 Section 33, T. 40 N., R. 1 E.; Thence Easterly along the East-West centerline of said NW 1/4 660 feet, more or less to the Northwesterly right-of-way line of the GNRR (BNSF) 273 Spur; Thence Southwesterly one mile, more or less, along said Northwesterly right-of-274 way line to the Section Line common to said Section 32 and Section 5, T. 39 N., R 1 E.; 275 276 Thence Southeasterly 1458 feet, more or less to the NW corner of the SW 1/4 of the NW 277 1/4 of the NW 1/4 of Section 4, T. 39 N., R 1 E.; Thence Southeasterly 1476 feet, more or less, to the NW corner of the SE 1/4 of the NW 1/4 of said Section 4: Thence Easterly 278 1320 feet, more or less, to the NE corner of said SE 1/4 of the NW 1/4; Thence 279 Southeasterly 3300 feet, more or less, to the NE corner of the SE 1/4 of the NE 1/4 of the 280 SE ¼ of said Section 4; Thence Southeasterly 1361 feet, more or less, to the SE corner 281 of Lot 3, Grandview Highlands Short Plat in Section 3, T. 39 N., R 1 E.; Thence East 282 1320 feet, more or less, to the North-South Center Section Line of said Section 3; 283 284 Thence Southeasterly 4290 feet, more or less, to the SE corner of the SW 1/4 of the SW 1/4 of Section 2, T. 39 N., R 1 E.; Thence Southeasterly 2800 feet, more or less, to the 285 most Easterly corner of Lot A, Grandview Hill Estates Cluster Short Plat #2; Thence 286 287 Southeasterly 1050 feet, more or less, to a point on the East-West Center Section Line of Section 11, T. 39 N., R 1 E., 1 rod Westerly of the NE corner of the NW 1/4 of the SE 288 1/4 of said Section 11; Thence Southwesterly 677 feet, more or less, to the midpoint of 289 290 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 1/4; 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 Corner of said Section 13, T. 39 N., R 1 E.; Thence Easterly 240 feet along the North 296 297 line of said Section 13; Thence Southeasterly 935 feet, more or less, to the NW corner of Lot 2, Unruh Heights Short Plat; Thence Southeasterly 1462 feet, more or less, to a 298 299 point on the South line of the West ½ of the NE ¼ of the NW ¼ of said Section 13, 1rod Westerly of the SE corner of said West 1/2; Thence Southeasterly 1483 feet, more 300 301 or less, to the Center of said Section 13; Thence Southeasterly to the SE corner of Lot 126, Plat of Pacific Highlands Division No. 4; Thence generally Southerly following along 302 303 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 1/4 of the SE 1/4 of said Section 13; Thence Southeasterly 1325 feet, more or less, to a point on the South line of the NW ¼ of the NE ¼ of Section 24, 308 T. 39 N., R 1 E., 165 feet Westerly of the SE corner of said NW ¼ of the NE ¼; Thence 309 Westerly 495 feet, more or less, along the South line of said NW 1/4 of the NE 1/4 to the 310 SW corner of the SE 1/4 of said NW 1/4 of the NE 1/4; Thence Southwesterly to a point on 311 the North-South Center Section Line of said Section 24, 300 feet Southerly of the NE 312

corner of the SE 1/4 of the NW 1/4 of said Section 24; Thence Southwesterly 1063 feet, 313 314 more or less, to a point on the South line of said SE ¼ of the NW ¼, 300 feet Westerly 315 of the SE corner of said SE ¼ of the NW ¼; Thence Northwesterly 1072 feet, more or 316 less, to a point on the West line of said SE 1/4 of the NW 1/4, 330 feet Northerly of the SW corner of said SE 1/4 of the NW 1/4; Thence Northerly 990 feet, more or less, along 317 the West line of said SE 1/4 of the NW 1/4 to the center of the NW 1/4 of said Section 24; 318 319 Thence Northwesterly 738 feet, more or less, to the center of the South ½ of the NW 320 1/4 of the NW 1/4 of said Section 24; Thence Northwesterly 467 feet, more or less, to a 321 point on the South line of the North 1/2 of said NW 1/4 of the NW 1/4, 330 feet Easterly of the SW corner of said North 1/2; Thence Northwesterly to a point on the North line of 322 said Section 24, 150 feet Easterly of the NW Corner of said Section 24; Thence 323 Northwesterly 427 feet, more or less, to a point on the West line of Section 13, T. 39 324 N., R. 1 E., 400 feet Northerly of the SW corner of said Section 13; Thence West 200 325 feet; Thence Southerly 400 feet, more or less, to a point on the South line of Section 326 14, T. 39 N., R. 1 E., 200 feet Westerly of the SE corner of said Section 14; Thence 327 328 Southwesterly 1300 feet, more or less, to the Northeast corner of the SE 1/4 of the NW 1/4 of the NE 1/4 of Section 23, T. 39 N. R. 1 E.; Thence Southerly 660 feet, more of less, 329 to the center of the NE 1/4 of said Section 23; Thence Northwesterly 1361 feet, more or 330 331 less, to the Northwest corner of the South 330 feet of the West ½ of the NW ¼ of the 332 NE 1/4 of said Section 23; Thence Northerly 330 feet, more or less, to the Northwest corner of the SW 1/4 of said NW 1/4 of the NE 1/4; Thence Northwesterly 933 feet, more 333 334 or less, to the Northwest corner of the NE ¼ of the NE ¼ of the NW ¼ 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 Westerly of the Northeast Corner of said Section 22; Thence Southerly 1980 feet, more 337 338 or less, parallel with the East line of said Section 22, to the North line of the South 1/2 339 of the SE ¼ of the NE ¼ of said Section 22; Thence Southwesterly 752 feet, more or less, to the midpoint of the North line of the NE 1/4 of the SE 1/4 of said Section 22; 340 Thence Southerly 330 feet, more or less, to the South line of the North 330 feet of said 341 NE ¼ of the SE ¼; Thence Southwesterly 955 feet, more or less, to a point on the 342 343 West line of said NE 1/4 of the SE 1/4 and 300 feet Northerly of the SW corner of said NE 1/4 of the SE 1/4: Thence Southwesterly 1063 feet, more or less to a point on the North 344 line of the SW ¼ of the SE ¼ 300 feet Easterly of the NW corner of said SW ¼ of the 345 SE 1/4; Thence Southwesterly 424 feet, more or less, to a point on the West line of said 346 SW ¼ of the SE ¼ 300 feet Southerly of the NW corner of said SW ¼ of the SE ¼; 347 Thence Southwesterly 752 feet, more or less, to the NE corner of Lake Terrell Short 348 Plat; Thence Southwesterly 738 feet, more or less, to the SW corner of Lot A, Lake 349 350 Terrell Short Plat; Thence Northwesterly 1361 feet, more or less, to the NW corner of 351 the South ½ of the SW ¼ of the SW ¼ of said Section 22; Thence West 400 feet; Thence Southwesterly 690 feet, more or less, to a point on the South line of Section 21, 352 T. 39 N., R. 1 E. and 600 feet Westerly of the SE corner of said Section 21; Thence 353 Southwesterly 725 feet, more or less, to a point on the North line of the South ½ of the 354 NE 1/4 of the NE 1/4 of Section 28, T. 39 N., R. 1 E. and 900 feet Westerly of the East 355 line of said Section 28; Thence Southerly, parallel with the East line of said Section 28, 356

660 feet, more or less, to the North line of the SE ¼ of the NE ¼ of said Section 28; 357 358 Thence Southeasterly 725 feet, more or less, to a point on the North line of the South 1/2 of the SE 1/4 of the NE 1/4 of said Section 28 and 600 feet Westerly of the East line of 359 360 said Section 28; Thence Southwesterly 772 feet, more or less, to a point on the South line of said NE ¼ and 1000 feet Westerly of the East line of said Section 28; Thence 361 Southerly, parallel with the East line of said Section 28, 200 feet; Thence Westerly, 362 parallel with the East-West Center Section Line of said Section 28, 500 feet; Thence 363 364 Southwesterly 665 feet, more or less, to the midpoint of the East line of the West ½ of 365 the NW ¼ of the SE ¼ 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 South of the Center of said Section 28; Thence Northwesterly 1037 feet, more or less, 367 to the Northwest corner of the East ½ of the NE ¼ of the SW ¼ of said Section 28; 368 Thence Northwesterly 1476 feet, more or less, to the center of the NW 1/4 of said 369 Section 28; Thence Northeasterly 1322 feet, more or less, to a point on the North Line 370 of said Section 28 and 1245 feet Westerly of the North 1/4 Corner of said Section 28; 371 372 Thence Northeasterly ¼ mile, more or less, to the point of intersection of the centerline 373 of Rainbow Road with the East-West centerline of the SW 1/4 of Section 21, T. 39 N., R. 1 E.; Thence Northwesterly 0.4 miles, more or less, along said centerline of Rainbow 374 Road to the South line of the North 1/2 of the SW 1/4 of the NW 1/4 of said Section 21; 375 Thence Northwesterly 752 feet, more or less, to the midpoint of the North line of the 376 West ½ of said SW ¼ of the NW ¼; Thence Northerly 1320 feet, more or less, parallel 377 378 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 ¼ of Section 16, T. 39 N., R. 1 E.; Thence Northeasterly 1361 feet, more or less, to a point on the East-West 380 Center Section Line of said Section 16 and 990 feet Westerly of the Center of said 381 382 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 a point on the South Line of Section 9, T. 39 N., R. 1 E. and 208 feet Westerly of the SE 384 385 corner of the SW 1/4 of the SE 1/4 of the SW 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 34 of the East 1/2 of the SW 1/4 of the SW 1/4 of said Section 9; Thence Southwesterly 1190 feet, more or less, to the Southwest Corner of said Section 9; 388 389 Thence Southwesterly 1650 feet, more or less, to the SW corner of the North 34 of the NE 1/4 of the NE 1/4 of Section 17, T. 39 N., R. 1 E.; Thence Southwesterly 1325 feet, 390 391 more or less, to a point on the North-South Center Section Line of said Section 17 and 1100 Southerly of the North 1/4 Corner of said Section 17; Thence Southwesterly 696 392 393 feet, more or less, to the midpoint of the South line of the NE 1/4 of the NW 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 ¼ of the NW ¼ and 1100 feet Southerly of the NW corner of said NE ¼ of the NW 1/4; Thence Northwesterly 1354 feet, more or less, to a point on the West Line of 396 said Section 17 and 800 feet Southerly of the NW Corner of said Section 17; Thence 397 398 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 Southerly 5000 feet, more or less, along said East Line of Section 13 and the East Line 400

- of Section 24, T. 39 N., R. 1 W. to the Line of Ordinary High Tide of the Strait of
- 402 Georgia; Thence generally Northerly, following along the Line of Ordinary High Tide of
- 403 the Strait of Georgia, Birch Bay, and Semiahmoo Bay, 15 miles, more or less, to the
- 404 True Point of Beginning.
- 405 (Ord. 2019-006 Exh. A; Ord. 2014-058 Exh. A; Ord. 2012-055 Exh. A; Ord. 2010-046
- 406 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-
- 407 061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).

408 **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-
- 412 055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord.
- 413 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).

414 **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
- 419 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
- 421 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
- 425 Exh. A; Ord. 2014-058 Exh. A; Ord. 2012-055 Exh. A; Ord. 2010-046 Exh. A; Ord. 2009-
- 426 042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-
- 427 069; Ord. 98-019 Att. C).

428 **16.20.050** Sunset date and dissolution of district.

- The Drayton Harbor shellfish protection district shall be dissolved on December 31,
- 430 20222026, 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, 20222026, unless
- 433 specifically extended by ordinance of the county legislative authority, or upon the
- 434 removal of the downgrade. The Birch Bay shellfish protection district shall be dissolved
- and this chapter repealed on December 31, 20222026, 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;
- 441 Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 2000-028; Ord. 98-069;
- 442 Ord. 98-019 Att. C; Ord. 95-036).

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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-
- 448 006 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.
- 450 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).

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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).**



Attachments:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-712

File ID:	AB2022-712	Version:	1	Status:	Agenda Ready				
File Created:	11/28/2022	Entered by:	AReynold@co.whatcom.wa.us						
Department:	County Executive's Office	File Type:	Report						
Assigned to:	Council Finance and	Administrative	Services Committee	Final Act	ion:				
Agenda Date:	12/06/2022			Enactme	nt #:				
TITLE FOR	Primary Contact Email: bbenett@co.whatcom.wa.us TITLE FOR AGENDA ITEM: Report from the Finance Division SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:								
Finance Divis	Finance Division Quarterly report to Council								
HISTORY OF	HISTORY OF LEGISLATIVE FILE								
Date: Actin	g Body:		Action:	Sent To:					



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: Introduced

File Created: 11/07/2022 Entered by: mdonley@co.whatcom.wa.us

Department: Public Works **File Type:** Ordinance

Department

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 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:
11/22/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Staff Memo, Proposed Ordinance

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Jon Hutchings Director



STORMWATER

322 N. Commercial, Suite 224
Bellingham, WA 98225
Main: (360) 778-6230
FAX: (360) 778-6201
www.whatcomcounty.us

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.

PROPOSED BY: Public Works 1 2 INTRODUCTION DATE: _11_/_22_/22 3 4 5 ORDINANCE NO. _____ 6 7 8 ORDINANCE AMENDING THE SILVER BEACH CREEK STORMWATER 9 **IMPROVEMENTS PROJECT FUND, REQUEST NO. 1** 10 11 WHEREAS, Ordinance No. 2020-040 established the project budget for Phase I of Silver Beach Creek Stormwater Improvements, and 12 13 14 WHEREAS, Phase I of the Silver Beach Creek Stormwater Improvements project, completed in 2021, treated runoff from approximately 24 acres and 15 16 included system upgrades to improve water quality through construction of a modular wetland systems, which will remove approximately 15 pounds of 17 18 phosphorus, and 19 20 WHEREAS, Phase I was accomplished significantly under budget, and 21 22 WHEREAS, Phase II of this project is listed as item number three on the 23 2023-2028 Six-Year Water Resources Improvement Program for the Lake Whatcom watershed, and 24 25 26 WHEREAS, Phase II of this project will improve water quality in Lake 27 Whatcom by stabilizing a section of the Silver Beach Creek channel to reduce 28 erosion and the export of bank material, which is associated with the sediment-29 laden phosphorus loading to Lake Whatcom, and 30 WHEREAS, \$429,000 remains of the original \$780,000 project-based budget 31 32 at the completion of Phase I, and 33 WHEREAS, these existing funds are sufficient to initiate Phase II of the 34 project, including the development of plans, specifications and estimates, as well as 35 bidding assistance, and 36 37 NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that 38 39 Ordinance No. 2020-040 is hereby Amended to include the initiation of Phase II of

2 040 for the Silver Beach Creek Project Based Budget (Fund 385).							
NCIL							
SHINGTON							
the Council							
CUTIVE							
SHINGTON							
ecutive							
Denied							



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: Introduced

File Created: 11/08/2022 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: 12/06/2022 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:
11/22/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

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

From: James P. Karcher, P.E., County Engineer PK

Randy Rydel, Public Works Financial Services Manager

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
Project based budgets (less funding transfers in)
Previously budgeted wage and benefits
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	6,645,000
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 -2,044,000

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

PROPOSED BY: <u>Executive</u> INTRODUCTION DATE: <u>11/22/22</u>

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:

Public Works	Engineering Design/Const					
Supp'l ID # 3819 Fund 108	108 Cost Center Originator: Randy Rydel					
Expenditure Type: One-Time	Year 1 2021 2023 Ad	ld'I FTE 🗌 Add'I Space 🗍	Priority 1			
Name of Request: 2023 Road	Capital Program					
X Enelles	- (De suring de su Hand	10/26/20				
Department	e (Required on Hard	Copy Submission)	Date			

Status: Pending

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 Tota	ı	\$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:

Public Works			Engineering Design/Const	
Supp'l ID # 3819	Fund 108	Cost Center	Originator: Randy Rydel	

Status: Pending

- 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

Estimated Expenditures Annual 6 Year Sources of Funds Road Dollars Program Program **Project Name** PE & CE Right of Way Construction **Grand Total** Item No. Item No. Revenue County Road Program County (All 595) Funds Amount -595.1 -595.2 Contract **Project Based Budget Fund Activity** R6 CRP #914002 East Smith Road & \$2,750,000 \$2,000,000 HSIP & STP \$150,000 \$4,200,000 \$0 \$4,750,000 Hannegan Road - Intersection R9 CRP #906001 Birch Bay Lynden Rd & \$450,000 \$0 \$0 \$450,000 Blaine Rd - Intersection Improvements CRP #912017 Lummi Nation -R14 \$1,655,000 \$150,000 \$1,155,000 \$0 \$1,655,000 Transportation Projects CRP #917004 Jackson Road/Terrell \$400.000 37 В3 \$335,000 \$65,000 BR \$350,000 \$50,000 \$0 \$0 Creek Bridge No. 81 - Replacement CRP #913006 North Lake Samish/Bridge 38 B5 \$1,237,000 \$6,698,000 BR \$425,000 \$0 \$7,510,000 \$7,935,000 \$0 \$40,000 B6 CRP #920003 Goshen Road/Anderson \$40,000 \$200 000 BR \$200,000 \$0 \$0 \$240,000 Creek Bridge No. 248 - Replacement \$500,000 \$50,000 40 B11 CRP #919007 North Fork Rd / Kenney \$575,000 \$2,975,000 FBRB \$3,000,000 \$0 \$3,550,000 Creek - Fish Passage PBB Activity \$7,042,000 \$11,938,000 \$2,425,000 \$690.000 \$15.865.000 \$18,980,000 \$0 108 Road Fund Activity CRP #923001 Drayton Harbor Road -R1 \$200,000 \$100,000 FEMA \$200,000 \$100,000 \$0 \$0 \$300,000 Repair of Nov 2021 roadway & slope failure R2 CRP #923002 Manley Road - Repair of \$310,000 \$300,000 FEMA \$100,000 \$10,000 \$500,000 \$610,000 2 \$0 Nov 2021 Fill slope failure 3 R3 CRP #923003 Sunset Avenue - Repair of \$75,000 \$50,000 FEMA \$100,000 \$25,000 \$0 \$0 \$125,000 Nov 2021 roadway and slope failure CRP #923004 Beach Avenue & Island R4 \$100,000 \$75,000 FEMA \$150,000 \$25,000 \$0 \$0 \$175,000 Drive (Lummi Island) - Repair of Nov 2021 roadway and slope failures CRP #907001 Birch Bay Drive & R5 \$100,000 \$0 \$0 \$100,000 \$0 \$100,000 5 Pedestrian Facility from Lora Lane to Cedar Avenue CRP #919005 Samish Way/Galbraith R7 \$110,000 \$20,000 \$10,000 \$70,000 \$10,000 \$110,000 Lane - Pedestrian Crosswalk 8 R8 CRP #921022 Marshall Hill Road - Slide \$60,000 \$50,000 \$10,000 \$0 \$0 \$60,000 Repair/Culvert Replacement CRP #918019 Smith Road & Northwest 10 R10 \$5,000 \$5,000 \$0 \$0 \$0 \$5,000 Drive - Intersection Improvements CRP # 920016 Chief Martin Road -11 R11 \$10,000 \$10,000 \$0 \$0 \$0 \$10,000 Pavement Rehabilitation, Cagey Rd to Kwina Rd CRP #914001 Slater Road & Northwest 12 R12 \$5,000 \$5.000 \$0 \$5.000 \$0 \$0 Drive - Intersection Improvements (WSDOT Lead) 13 R13 CRP #922018 Birch Bay Drive Crosswalk \$485,000 \$185,000 \$0 \$290,000 \$10,000 \$485,000 - New Crosswalk from Berm to Parks 15 R15 CRP 910002 Point Roberts -\$150,000 \$50,000 \$0 \$90,000 \$10,000 \$150,000 Transportation Improvements 16 R16 CRP #915014 Innis Creek Road - Raise \$0 \$5,000 \$5,000 \$0 \$0 \$5,000 CRP #921001 Birch Bay Drive -17 R17 \$2,285,000 \$285,000 \$0 \$1,990,000 \$10,000 \$2,285,000 Pavement Rehabilitation, Jackson Rd to Shintaffer Rd 18 R19 CRP #915013 Turkington Road/Jones \$300,000 \$0 \$0 \$300,000 \$0 \$300,000 Creek - Road Guide Modification and Creek Channelization (R&F Lead) 19 R20 CRP #921003 Truck Road - 2020 Flood \$70,000 \$0 \$0 \$70,000 \$0 \$70,000 Damage Repair (R&F Lead) CRP 919002 Abbott Road - Levee 20 R21 \$10,000 \$10,000 \$0 \$0 \$0 \$10,000 Improvements, (R&F Lead) 21 R22 CRP #919001 Ferndale Road - Levee \$10,000 \$10,000 \$0 \$0 \$0 \$10,000 Improvements, (R&F Lead) 22 R23 CRP #921004 Lake Louise Rd - Austin \$30,000 \$25.000 \$5,000 \$0 \$0 \$30,000 St. to Lake Whatcom Blvd, Pavement Rehabilitation CRP #921005 Austin Street - Lake 23 R24 \$25,000 \$15,000 \$10,000 \$0 \$25,000 \$0 Louise Rd to Cable Street, Pavement Rehab with ADA Improvements CRP #922002 Hampton Road - City of 24 R27 \$4,000 RAP \$5,000 \$1,000 \$5.000 \$0 \$0 \$0 Lynden UAB to Van Buren 25 R30 CRP #921019 Lakeway Drive Corridor \$5,000 \$5.000 \$0 \$0 \$0 \$5.000 Improvements - Safety and Multimodal Improvements 26 R31 CRP #908011 Lincoln Road II -\$5,000 \$5,000 \$0 \$0 \$0 \$5,000 Harborview Rd to Blaine Rd. Reconstruction and new road, nonmotorized enhancement 27 R33 CRP #923005 Small Area Paving - 2023 \$650,000 \$50,000 \$0 \$590,000 \$10,000 \$650,000

\$5,000

\$0

\$5.000

\$5,000

CRP # 923006 Birch Bay Lynden Rd -

Rathbone Rd to Lynden City Limits

28

R34

29 30	R36 R38	CRP #921007 South Pass Road CRP #922004 Birch Bay Drive/Lora Lane - Culvert Replacement, Replace large	\$20,000 \$30,000	\$20,000	ER	\$40,000 \$30,000	\$0 \$0	\$0 \$0	\$0 \$0	\$40,000 \$30,000
31	R39	culvert un Bbay Dr at Lora Ln CRP #922005 Birch Bay Lynden	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
32	R40	Rd/Kickerville Rd. CRP #922006 Corridor Intersection	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
		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								
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,	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000
36	B2	Reconstruction CRP #923009 Birch Bay Lynden Rd/California Creek - Culvert	\$74,000	\$346,000 E	ΕR	\$400,000	\$20,000	\$0	\$0	\$420,000
41	B12	Repalcement 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	\$50,000			\$50,000	\$0	\$0	\$0	\$50,000
46	Y1	Terminal CRP #923010 Various Bridge	\$300,000			\$50,000	\$0	\$240,000	\$10,000	\$300,000
47	Y2	Rehabilitation/Replacement CRP #923011 Right of Way Acquisition -	\$50,000			\$0	\$50,000	\$0	\$0	\$50,000
48	Y3	Various Locations CRP #923012 Unanticipated Site	\$300,000			\$30,000	\$0	\$260,000	\$10,000	\$300,000
49	Y4	Improvements - As prioritized 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 -	\$170,000			\$20,000	\$0	\$140,000	\$10,000	\$170,000
51	Y6	Various locations CRP #923015 Fish Passage Projects -	\$50,000			\$50,000	\$0	\$0	\$0	\$50,000
52	Y7	Various locations 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	\$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	Constru	ıction	Grand Total
w/o PBB			-595.1	-595.2	Contract	County Forces	(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 a	Iready budgeted			
Remaining to Budget		\$2,412,936	\$270,000	\$6,495,000	\$150,000	\$9,327,936	

Budget Breakdown 6630 7380 8351.169114 8351.PBB

Γ	595100	595200	595300	595510	595810		Transfer
ľ	\$2,392,936	\$270,000					
			\$4,990,000	\$870,000	\$415,000		
	\$20,000		\$370,000				
							\$409,368
I				Base Total	\$9,327,936	PBB Txfr	\$409,368

Summary of Budget Impacts	ACP Number	Cost Center Ex	get Distribution D	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 41	108920	\$409,368 8351.378	Transfer to PBB 378
		921008	\$20,000 7380.595510	Construction
	42 43	922007 921021	\$5,000 6630.595200 \$600,000 7380.595510	Right-of-Way Construction
	43	919008		CFCIP
	44	919008	(\$500,000) 4333.2026 (\$500,000) 4331.2001	Fed Misc
	44			
	44	919008 919008	(\$149,000) 4334.0369 \$1,021,000 6630.595110	State Misc Engineering
	44	919008	\$415,000 7380.595810	Construction
	46	923010	\$250,000 7380.595510	Construction
	47	923010	\$50,000 6630.595200	Right-of-Way
	48	923011	\$270,000 7380.595300	Construction
	49	923012	\$100,000 7380.595300	Construction
	50	923013	\$150,000 7380.595300	Construction
	52	923014	\$90,000 7380.595300	Construction
	53	923017	\$150,000 7380.595300	Construction
	54	923017	\$300,000 7380.595300	Construction
	55	923018	\$150,000 7380.595300	Construction

\$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

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)	
	6 Year											Sources of Funds					Expenditures		
nnual ogram	Road	Project Name		Road Segment Informat				Project	Project Type	Environmental		Other Fu	nde		D: L. C	Constru	llars		
em No.	Program Item No.	r roject rvaine	Road #	Road Name	BMP	EMP	FFC	Length(mi.)	Code	Assessment	County Road Funds		Program	PE & CE (595.10)	Right of Way		County	Grand Total (All 595)	
											Funds	Amount	Source	(373.10)	(595.20)	Contract	Forces	(All 373)	
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 10960	Road Name: Beach Ave From: Beach Ave To: Beach Ave Road Name: Island Dr From: Island Dr To: Island Dr	0.00	0.00	09 09	0.00	Other DR	S	\$100,000	\$75,000.00	FEMA	\$150,000	\$25,000	\$0	\$0	\$175,000	
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 55110	Road Name: East Smith Road From: East Smith Rd To: East Smith Rd Road Name: Hannegan Road From: Hannegan Rd To: Hannegan Rd	1.86 3.85	2.06 4.15	07 07	0.50	3R IS Illm Safety	S	\$2,750,000	\$1,000,000.00 \$1,000,000.00	HSIP STP(R)	\$400,000	\$150,000	\$4,200,000	\$0	\$4,750,000	PBB
7	R7	CRP #919005 Samish Way/Galbraith Lane -	44060	Road Name: Samish Way From: Samish Way To: Samish Way	1.41	1.68	17	0.27	IS Other	I	\$110,000			\$20,000	\$10,000	\$70,000	\$10,000	\$110,000	
		Pedestrian Crosswalk	44060	Road Name: Galbraith Lane From: Galbraith Ln To: Galbraith Ln	0.00	0.00	09		Safety Illm		,			,	,		,	,	
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 Illm SW Safety 3R	S	\$450,000			\$200,000	\$250,000	\$0	\$0	\$450,000	PBB
10	R10	CRP #918019 Smith Road & Northwest Drive - Intersection Improvements	75080 74050	Road Name: Smith Road From: Smith Rd To: Smith Rd Road Name: Northwest Drive From: Northwest Dr To: Northwest Dr	1.40 3.50	1.60 3.70	16 16	0.40	RC IS Illm Safety	S	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000	
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 74050	Road Name: Slater Road From: Slater Rd To: Slater Rd Road Name: Northwest Drive From: Northwest Dr To: Northwest Dr	8.00 2.27	8.29 2.38	16 16	0.40	RC FP IS Illm Safety	S	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000	

																		Exhibit B	,
(1)	(2)	(3)		(4)				(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
Annual	6 Year										S	Sources of Funds					Expenditures lars		
Program	Road Program	Project Name	Road #	Road Segment Informat Road Name	tion BMP	EMP	FFC	Project Length(mi.)	Project Type Code	Environmental Assessment	County Road	Other Funds		PE & CE	Right of	Constru		Grand Total	
Item No.	Item No.							g()			Funds		rogram	(595.10)	Way (595.20)	Contract	County	(All 595)	
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	S	Source	\$185,000	\$0	\$290,000	Forces \$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	PBB
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	Е	\$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	Е	\$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	Е	\$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	Е	\$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	Е	\$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	

(1)	(2)	(3)		(4)				(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
nual	6 Year Road			Road Segment Informat	tion			Project	Project Type	Environmental		ources of Funds				Do	Expenditures		
ogram m No.	Program Item No.	Project Name	Road #	Road Name	BMP	EMP	FFC	Length(mi.)	Code			Other Fur Amount	Program Source	PE & CE (595.10)	Right of Way (595.20)	Constru	County Forces	Grand Total (All 595)	
31	R39	CRP #922005 Birch Bay Lynden Rd/Kickerville Rd.	21580 21850	Road Name: Birch Bay Lynden Rd. From: Birch Bay Lynden Rd. To: Kickerville Rd. Road Name: Kickerville Rd. From: Kickerville Rd. To: Birch Bay Lynden Rd.	1.89 5.43	2.09	07	0.40	IS 3R Safety	s	\$5,000			\$5,000	\$0	\$0	\$0	\$5,000	
32	R40	CRP #922006 Corridor Intersection Alternatives Analysis for Improvements - Birch Bay Lynden/Berhusen; Birch Bay Lynden/Enterprise; Birch Bay Lynden/Harborview; Birch Bay Dr/Harborview; Birch Bay Dr/Kickerville; Bay Rd/Kickerville; Bay Rd/ValleyView						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	В2	CRP #923009 Birch Bay Lynden Rd/California Creek - Culvert Repalcement	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	В3	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	В5	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	В6	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	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/Replaceme	ent					N/A	54 Other Br	I	\$300,000			\$50,000	\$0	\$240,000	\$10,000	\$300,000	

Exhibit B

(1)	(2)	(3)		(4)			(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Annual	6 Year			D 16 (1.2							Sources of Funds				Estimated I Do	Expenditures lars	
Program	Road Program	Project Name	Road #	Road Segment Informa Road Name	ation BMP	EMP FFC	Project Length(mi.)	Project Type Code	Environmental Assessment	County Road	Other Fu	ands	PE & CE	Right of	Constru		Grand Total
Item No.	Item No.		Tiona n	roud i tunic	D1	2	Length(IIII)	Cour	rissessment	Funds	Amount	Program Source	(595.10)	Way (595.20)	Contract	County Forces	(All 595)
47	Y2	CRP #923011 Right of Way Acquisition - Various Locations					N/A	Other	Е	\$50,000		Source	\$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

Department	Fund	Road Proj #	Project Title	Year	Cost
Road Capital I	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 Repalcement	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 Tota	al				\$ 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: Introduced

File Created: 11/08/2022 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: 12/06/2022 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:
11/22/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Exhibit A, Supplemental Budget Request

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PROPOSED BY: Public Works INTRODUCTION DATE: 11/22/2022

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.

54 55 56 57 58	ADOPTED this day of, 2022.	
59 60 61 62 63	ATTEST	WHATCOM COUNTY COUNCIL WHATCOM COUNTY, WASHINGTON
64 65 66 67 68	Dana Brown-Davis, Clerk of the Council	Todd Donovan, Chair of the Council
69 70 71 72 73 74 75	APPROVED AS TO FORM:	WHATCOM COUNTY EXECUTIVE WHATCOM COUNTY, WASHINGTON () Approved () Denied
76 77	Approved by email/C Quinn/R Rydel	
78 79 80	Christopher Quinn Senior Deputy Prosecuting Attorney Civil Division	Satpal Singh Sidhu County Executive
81		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
505440		•	4207.050		4207.05
595110	Preliminary Engineering (In-House)		\$307,050	400.000	\$307,050
595110	Preliminary Engineering (Consultant)		\$465,000	\$93,868	\$558,868
595510	Contingency For Project		\$650,000		\$650,00
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
	Construction Engineering (In-House & Consultant)		\$590,000		\$590,000
595120		ΓΩΤΑΙ	\$11 245 000	\$1 027 368	\$12 272 369
595120		TOTAL	\$11,245,000	\$1,027,368	\$12,272,368
		TOTAL	Current Approved	\$1,027,368 Amended Project Revenue Request	New Approved
595120 Object Account		TOTAL	Current	Amended Project Revenue	\$12,272,366 New Approved Project Revenue
Object Account		TOTAL	Current Approved	Amended Project Revenue	New Approved Project Revenue
	Project Funding	TOTAL	Current Approved Project Revenue	Amended Project Revenue Request	New Approved Project Revenue \$2,007,058
Object Account	Project Funding Local Funds (transfer from Road Fund)	TOTAL	Current Approved Project Revenue \$1,597,690	Amended Project Revenue Request	New Approved
Object Account 8301 8301	Project Funding Local Funds (transfer from Road Fund) Local Funds (transfer from Road Fund) - Contingency	TOTAL	Current Approved Project Revenue \$1,597,690 \$650,000	Amended Project Revenue Request	New Approved Project Revenue \$2,007,05 \$650,00

Public Works	}	Engineering Bridge & Hydraulic								
Supp'l ID # 3821	Fund 378	Cost	Center 378100	Originator:	J. Lee					
Expenditure Typ	e: One-Time	Year 2	2022 2023 Add'I FTE	☐ Add'l Sp	ace 🗆	Priority	1			
Name of Reque	st: PBB 378 N	Lk Samis	sh Br Req 2							
х										
Department I	Head Signatu	re (Requi	ired on Hard Copy S	ubmission)		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 Tota	I	\$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:

Pending

Status:

Public Works	i	Engineering Bridge & Hydraulic		
Supp'l ID # 3821	Fund 378	Cost Center 378100	Originator: J. Lee	

Status: Pending

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.

Monday, November 07, 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: AB2022-662

File ID: AB2022-662 Version: 1 Status: Introduced

File Created: 11/08/2022 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: 12/06/2022 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:

 To appropriate \$500,000 to fund additional November 2021 flood assistance from grant proceeds.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/22/2022	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Ordinance Summary, Supplemental #16 Requests

PROPOSED BY: <u>Executive</u> 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	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)	_				

Sheriff	Operations						
Supp'l ID # 3823	Fund 1	Fund 1 Cost Center 1003521002 Originator: Dawn Pierce					
Expenditure Typ	pe: One-Time	Year 2 202	2 Add'I FTI	E 🗆 A	dd'l Space	Prio	ority 1
Name of Reque	est: AIS Enforc	cement 2022					
Х	BIL	Africa .				11 4	22
Department /	Head Signatu	re (Required	on Hard Copy	Submis	ssion)	1 (Date

^	ne	ts:
_	vs	w.

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 To	otal	\$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:

Status: Pending

Supplemental Budget Request			Status: Pending		
Sheriff	Operations				
Supp'l 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.

Sheriff	Operations				
Supp'l ID # 3824	Fund 1 Cost Center 1003521003 Originator: Dawn Pierce				
Expenditure Ty	pe: One-Time	Year 2 2022	Add'I FTE	Add'l Space	Priority 1
Name of Reque	est: COB FY21	Byrne JAG Awar	d - Ballistic Vests		
X Department	Head Signatu	fm Ire (Required on	Hard Copy Subr	nission)	y/zr Date

Costs:	Object Description		Amount Requested
	4333.1673	Byrne JAG Grant	(\$14,001)
	6320.001	Office & Op Supplies	\$14,001
	Request Tot	al	\$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.

Status: Pending

Sheriff	Operations						
Supp'l ID # 3827	Fund 1	Cost Center 29	65 O r	iginator:	Dawn P	ierce	
Expenditure Typ	e: One-Time	Year 2 2022	Add'I FTE	Add'l Sp	ace 🗌	Priority	1
Name of Reque	st: Reimbursa	ble Overtime Increa	se - 2022				
X		J. K.		-11		11/4/22	_
Department Head Signature (Required on Hard Copy Submission) Date							

Costs:

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 turnaround; BP Cherry Point Refinery requested 216 hours of traffic control services during turnaround, 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

Status: Pendina

Sheriff

Supp'l ID # 3827

pplemental Budget Request				Pending
	Operati	ons		
Fund 1	Cost Center 2965	Originator:	Dawn P	ierce

are billed at the Reimbursable Overtime Rate specified in the Whatcom County Unified Fee Schedule, currently \$92.00 per hour.

Sheriff	heriff Emergency Management				
Supp'l ID# 3822	Fund 167	Cost Center 1	673521013 c	Priginator: John G	Bargett
Expenditure T	ype:One-Time	Year 2 2022	Add'I FTE	Add'l Space 🗌	Priority 1
Name of Requ	est: WA-EMD	023-012/IA Housin	g Assistance - N	ov21 Flood	
X	1	Fre			11/4/22
Department	Head Signatu	re (Required on	Hard Copy Sub	miceion)	Date

Object Description		Amount Request	
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 needed 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

Canana Donding

Sheriff		Emergend	cy Management
Supp'l ID # 3822	Fund 167	Cost Center 1673521013	Originator: John Gargett

Status: Pendina

5a. Other Departments/Agencies:

Whatcom Long Term Recovery Group (WLTRG), in collaboration with Whatcom County Sheriffs 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 contact is provided under Washington State Military Department Contract U23-005 / Whatcom County Contract # 202209018.

Friday, November 04, 2022



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-675

File ID: AB2022-675 Version: 1 Status: Agenda Ready

File Created: 11/14/2022 Entered by: THelms@co.whatcom.wa.us

Department: County Executive's File Type: Contract

Office

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and World Relief Western Washington to facilitate distribution of refugee relief funds, in the amount of \$150,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Rquest authorization for the County Executive to enter into a contract between Whatcom County and World Relief Western Washington in the amount of \$150,000

HISTORY OF LEGISLATIVE FILE Date: Acting Body: Action: Sent To:

Attachments: Memo, Routing form, Contract, Contract #202207014-1

WHATCOM COUNTY EXECUTIVE'S OFFICE

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



Satpal Singh Sidhu County Executive

MEMO:

TO: Whatcom County Council

FROM: Satpal Sidhu, County Executive

DATE: November 15, 2022

RE: Commerce Funding for Refugee Stabilization Grant

Background.

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

The County Executive's Office consulted with World Relief Western Washington to gauge the need in Whatcom County. The organization has confirmed that approximately 60 households (~180 individuals) have recently arrived in Whatcom County from Ukraine due to the conflict.

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

Commerce grant.

The County Executive's Office applied for FY 2023 funds and subsequently was awarded \$250,000. Since that award and after closer assessment of the need in this county relative to the need in other counties the grant award was reduced to \$150,000. The County will contract with World Relief Western Washington to facilitate the distribution of those funds to households following all eligibility guidelines. The contractor will also ensure all funding requirements are fulfilled.

The grant contract provides the following parameters:

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

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:		
Division/Program: (i.e. Dept. Division and Program)		
Contract or Grant Administrator:		
Contractor's / Agency Name:		
		newal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes No If yes, grantor a	agency contract	number(s): CFDA#:
Is this contract grant funded? Yes No If yes, Whatcon	m County grant	contract number(s):
Is this contract the result of a RFP or Bid proces Yes No If yes, RFP and Bid nu		Contract Cost Center:
Is this agreement excluded from E-Verify? N	No Yes	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below: Professional services agreement for certif Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governmen Contract Amount:(sum of original contract amount and any prior amendments): This Amendment Amount: Total Amended Amount: Summary of Scope:	Council appro \$40,000, and p than \$10,000 of 1. Exercisin 2. Contract capital co 3. Bid or aw 4. Equipmen 5. Contract electronic	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. oval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: ag an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other losts approved by council in a capital budget appropriation ordinance. It is included in Exhibit "B" of the Budget Ordinance. It is included in Exhibit "B" of the Budget Ordinance maintenance of constructions systems and/or technical support and software maintenance from the error of proprietary software currently used by Whatcom County.
Term of Contract:		Expiration Date:
Contract Routing: 1. Prepared by:		Date:
2. Attorney signoff:		Date:
3. AS Finance reviewed:		Date:
4. IT reviewed (if IT related):	:	Date:
5. Contractor signed:		Date:
		Б.
6. Submitted to Exec.:	scom).	Date:
7. Council approved (if neces 8. Executive signed:	ssary):	Date: Date: Date:

Whatcom County Contract No.	
202211043	

CONTRACT FOR SERVICES Between Whatcom County and World Relief Western Washington

World Relief Western Washington,	hereinafter called Contracto	r and Whatcom County,	hereinafter referred to	as County, agree and o	contract
as set forth in this Agreement, inclu	uding:				

General Conditions, pp. 3 to 12, Exhibit A (Scope of Work), p. 13, Exhibit B (Compensation), p. 14, 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 November, 2022, regardless of the date of signature, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2023.

The general purpose or objective of this Agreement is to: distribute grant funds for the purpose stabilizing refugees newly arriving to Whatcom County from the conflict in Ukraine, 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.

any conflict between it and that provided here.				
The maximum consideration for the initial term of this ag \$150,000. The Contract Number, set forth above, shall be	•			
Contractor acknowledges and by signing this contract ag 32.1, 34.2, and 34.3, if included, are totally and fully part	•		•	1, 30.1, 31.2,
IN WITNESS WHEREOF, the parties have executed this	s Agreement this	day of	, 20	
Each signatory below to this Contract warrants that authority to enter into the contract and to bind the page 1		orized agent of th	e respective party; and that he/sh	e has the
CONTRACTOR:				
(Type in Name & Title of Signatory)				
CONTRACTOR INFORMATION:				
World Relief Western Washington				

(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address:
23835 Pacific Hwy S, Suite 100
Kent, WA 98032

Mailing Address:
(Same)

WHATCOM COUNTY: Recommended for Approval:	
Approved as to form:	
Christopher Quinn per email 11/14/2022 Prosecuting Attorney	2 <u> </u>
Approved: Accepted for Whatcom County:	
By: Satpal Singh Sidhu, Whatcom County Exe	ecutive

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.

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 <u>Independent Contractor</u>:

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 <u>Assignment and Subcontracting:</u>

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced and Public Records Act:

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

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

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

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

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

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

31.2 Patent/Copyright Infringement:

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

- A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance

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

- 1. 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.
- 2. 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.
- I. 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

Contract for Services to distribute grant funds to refugees from the conflict in Ukraine

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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:

Jed Holmes, Community Outreach Coordinator, 311 Grand Avenue, Bellingham, WA 98225

37.2 Notice:

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

To: World Relief Western Washington 23835 Pacific Hwy South

Attention: Steven Shutterly Telephone: (360) 527-5176 Email: SShetterly@wr.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 <u>Certification of Public Works Contractor's Status under State Law:</u>

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 <u>Disputes:</u>

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

A. Scope of Work.

Under this Contract, the Contractor (World Relief Western Washington) shall:

- Conduct outreach to Ukrainian communities in Whatcom County to provide awareness of the availability of stabilization grants to
 eligible households and individuals who are recently arrived refugees from the conflict in Ukraine. This outreach will include
 information on eligible expenses and limited number of grants.
- Identify eligible grant recipients and complete intake form for each recipient, including self-attestation of recipient's eligibility. The
 intake form will include information confirming the recipients' eligibility, including but not limited to proof of arrival from conflict zone,
 timing of arrival, documentation for all household members, and documentation of need. Intake forms must be preserved
 electronically or in hard copy for no less than three years and made accessible to Whatcom County upon request.
- Identify eligible expenses for each grant recipient, such as rent/housing, transportation, healthcare, communications, school supplies, food, clothing and other essential items or services.
- Provide funds for purchase of eligible in a manner that safeguards against fraud. This may include direct payments of rent costs to landlords, purchasing from a preselected list of eligible items, etc.
- Provide monthly reports the number of households and individuals supported through the grant program, including amount disbursed and the category of eligible expenditure.

B. Estimate Schedule

The Contractor will strive to provide grants of no more than \$3,000 per household to no less than 50 households and disburse all funds available through this program before April 30, 2023. If these targets will not be met, the Contractor shall notify Whatcom County in advance, no later than March 31, 2023.

EXHIBIT "B" BUDGET AND COMPENSATION

Budget Narrative

The Contract Number shall be included on all billings or correspondence in connection with this agreement. As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the actual hourly rates of personnel working on this project, not to exceed the hourly rates provided below.

Contract amounts shall not exceed \$150,000. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon writing will be at the contractor's expense.

Budget Item	State Fiscal Year 2023; July 1, 2022 to June 30, 2023	Total
Program Staff Salary and Benefits (time working directly with refugees)	Staffing: \$3,037/month x 6 months	\$18,223
Program Costs	50 households; ~\$2250 each	\$113,282
Administrative Costs	World Relief ICR @ 12.33%	\$18,495
Total Budget		\$150,000

Reimbursement may be made upon receipt of invoices detailing the allowable expenditures to support the project. World Relief Western Washington will submit invoices to the County Executive Office. Payment is for work completed only and copies of receipts and/or contractor invoices must be attached to the invoice submitted.

Anticipated program staff costs working with refugees:

Position	FTE	Annual Salary	Annual Benefits Amount	Salary (6 months)	Benefits (6 months)
UHP intake & caseworker (PT - 20 hr/wk)	0.5	\$22,360	\$2,236	\$5,590	\$559
UHP intake & caseworker (PT - 20 hr/wk - 3 months)	0.5	\$22,360	\$2,236	\$2,795	\$559
Caseworker	0.2	\$44,720	\$13,416	\$4,472	\$1,342
Refugee Housing Specialist	0.1	\$44,720	\$13,416	\$2,236	\$671
	1.300	\$134,160	\$31,304	\$15,093	\$3,130
Total Salary & Benefits					\$18,223
Monthly Salary & Benefits					\$3,037.23

EXHIBIT "C" CERTIFICATE OF INSURANCE

ATTACHMENT A Grant Scope of Work

Scope of Work

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

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

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

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

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

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

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. **202207014-1**

	= " 0"
Originating Department:	Executive Office
Division/Program: (i.e. Dept. Division and Program)	Non-Departmentall
Contract or Grant Administrator:	Jed Holmes, Community Outreach Coordinator
Contractor's / Agency Name:	World Relief Western Washington
Is this a New Contract? If not, is this an Amendment or Ren Yes O No O If Amendment or Renewal, (per V	newal to an Existing Contract? WCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Yes • No • Already approved? Council Approved Date:	If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes No No If yes, grantor agency contract	number(s): 23-36802-006 CFDA#: UBI: 371010246
Is this contract grant funded? Yes O No O If yes, Whatcom County grant	contract number(s): 202207014
Is this contract the result of a RFP or Bid process? Yes O No O If yes, RFP and Bid number(s):	Contract Cost Center: 4044
Is this agreement excluded from E-Verify? No • Yes C	If no, include Attachment D Contractor Declaration form.
Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments). Contract Amount:(sum of original contract amount and any prior amendments): \$ \frac{250,000}{250,000} \tag{5.000} \tag{5.000} This Amendment Amount: \$ \frac{-100,000}{2} \tag{5.000} \tag{5.000} Total Amended Amount: \$ \frac{150,000}{2} \tag{5.000} Total Amended Amount: \$ \frac{150,000}{2} \tag{5.000} Total Amended Amount: \$ \frac{150,000}{2} \tag{5.000}	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Doval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: In an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other losts approved by council in a capital budget appropriation ordinance. Ward is for supplies. In it is included in Exhibit "B" of the Budget Ordinance. It is for manufacturer's technical support and hardware maintenance of construction or the systems and/or technical support and software maintenance from the
The Department of Commerce has reduced the gr will distribute the reclaimed award throughout the st refugees from the 2022 Ukraine Russia conflict.	tate to assist in the stabilization of newly arriving
Term of Contract: November 1, 2022	Expiration Date: June 39, 2023
Contract Routing: 1. Prepared by: Tawni Helms 2. Attorney signoff: Christopher Quinn	Date: 11/14/2022 Date: 11/14/2022
Attorney signoff: Christopher Quinn AS Finance reviewed:	Date: 11/14/2022
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: 11-14-22
9. Original to Council:	Date: //-23-22

Contract Number: 23-36802-006 Amendment Number: A

WHATCOM COUNTY CONTRACT NO.

202207014-1

Washington State Department of Commerce Community Services and Housing Division Outreach to Underserved Communities

1. Contractor		2. Contractor Doing E	Business /	As (optional)
Whatcom County 311 Grand Ave Bellingham WA 98225				
3. Contractor Representative (only if updated) Jed Holmes PIO & Community Outreach Facilitator 360-778-5209 JHolmes@co.whatcom.wa.us		4. COMMERCE Representative (only if updated) Cary Retlin New Initiatives Manager 360-819-6923 Cary.Retlin@commerce.wa.gov 98504-2525		1011 Plum St SE Olympia, WA
5. Original Contract Amount (and any previous amendments) \$250,000	6. Amendment A	Amount 00,000)	7. New Co	ontract Amount \$150,000
8. Amendment Funding Source			9. Amendment Start Date 10. Amendment Date	
Federal: State: X Other:	N/A:	11/9/2022		June 30,2023
11. Federal Funds (as applicable):	Federal Agency		CFDA Nu	mber:
n/a	n/a		n/a	
12. Amendment Purpose: Amend budget regarding refugee stab	ilization for those a	rriving from the 2022 Uk	raine-Russ	sia Conflict.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" — Scope of Work, Attachment "B" — Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR CONTRACTOR	FOR COMMERCE
Satpel Seller	Cendy Kurtin-Anderson
Satpal Sidhu, County Executive	Cindy Guertin-Anderson, Assistant Director
ssidhu@co.whatcom.wa.us	Community Services and Housing Division
11/14/2022	11/21/2022 10:28 AM PST
Date	Date
	APPROVED AS TO FORM ONLY
	Sandra Adix
	Assistant Attorney General
	3/20/2014
	Date

Amendment

This Contract is amended as follows:

Attachment B Budget is hereby revised to include additional detail:

	SFY 2022 (Ends June 30, 2022)	SFY 2023 (Ends June 30, 2023)	Project totals
Program Staff Salary and Program Costs	\$0	\$212,500 \$127,500	
Administrative costs (cannot exceed 15 percent of staff and program total)	\$0	\$37,500 \$22,500	
TOTAL BUDGET	\$0	\$250,000 \$150,000	\$250,000 \$150,000

Unspent SFY 2022 FUNDS CANNOT ROLL INTO SFY 2023

Any costs eligible within the contract that are paid in full in SFY 2022 are subject to repayment in Sec. 25 (Recapture) if those services are not provided in full in SFY 2023.

Master leasing of housing including hotel or apartments and associated space for meal preparation or social service offices or service provision is permitted. Those facilities must be intended to primarily serve Ukraine-conflict refugees. The Grantee must ensure records are maintained to document that most units or rooms were intended or used by households eligible under this Grant.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-677

File ID: AB2022-677 Version: 1 Status: Agenda Ready

File Created: 11/15/2022 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: 12/06/2022 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 Northwest Youth Services to support the Positive Adolescent Development Program in the amount of \$115,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Staff Memo, Proposed Contract

See attachments

Attachments:

HISTORY OF LEGISLATIVE FILE				
Date:	Acting Body:	Action:	Sent To:	

Erika Lautenbach, MPH, Director

WHATCOM COUNTY Health Department



Amy Harley, MD, MPH, Co-Health Officer Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Northwest Youth Services – Positive Adolescent Development (PAD) Program Contract

DATE: November 15, 2022

Attached is a contract between Whatcom County and Northwest Youth Services for your review and signature.

Background and Purpose

This contract provides funding for operation and maintenance of Northwest Youth Service's PAD Program, which provides emergency shelter and support services for 13 to 17-year old runaway and homeless youth. The PAD Program provides a safe and stable environment where support, connection to behavioral health services and assistance with creation of a permanent housing plan are all available to youth.

Funding Amount and Source

Funding for this contract, in an amount not to exceed \$115,000, is provided by HB 2060 Low-income Housing Funds. 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 has been provided through previous contracts for these services since 2012. This contract updates reporting requirements but makes no additional significant revisions from the contract currently in place (WC Contract #201811004).

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



		WHATCOM COUNTY CONTRACT INFORMATION SHEET					Whatcom County Contract No.						
Originating Departmen	t:				8	85 H	Health						
Division/Program: (i.e. Dept. Division and Program)					8550 Human Services / 855040 Housing Program								
Contract or Grant Administrator:							s D'Onofrio			<u> </u>			
Contractor's / Agency Name:					Northwest Youth Services								
Is this a New Contract	t) If not	t is this on Amo	ndma	ont or Don	040	l to	on Evicting Cor	atroot?				Voc 🗆	No □
Yes 🖂 No 🗆		t, is this an Ame							ontract #			Yes □	I NO L
Tes 🖂 INU L	<u> </u>	lendinent of K	enew	ai, (pei v	al, (per WCC 3.08.100 (a)) Original Contract #:								
Does contract require			es 🗵] No [No ☐ If No, include WCC:								
Already approved? C	Council Approv	∕ed Date:			(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)							00)	
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Is this a grant agreem Yes No No		If you graptor	aona						CFDA#:				
Is this contract grant f		If yes, grantor a	genc	y contrac	Hull	IIDE	۶۱(۵ <i>)</i> .			CFDA#.			
Yes \Box		If yes, Whatcor	n Coi	inty arant	cont	trac	et number(e):						
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Is this contract the res									Contrac	t Cost			
Yes ☐ No ▷	If yes, F	RFP and Bid nun	nber(s):	3.08	8.060(G)		Center:		121100			
Is this agreement exc	luded from E-	Verify?	No [⊠ Yes	; <u> </u>								
If YES, indicate exclusi	on(s) helow:												
☐ Professional ser		ent for certified	/licer	sed prof	essic	าทล	ıl T						
☐ Contract work is f			711001	iood pron	Contract for Commercial off the shelf items (COTS).								
Contract work is for less than 120 days.				☐ Work related subcontract less the					_	(00.0).			
☐ Interlocal Agreement (between Governments).					☐ Public Works - Local Agency/Federally Funded FHWA.								
•	`	•	nd	Council ar	prova	al re							
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								
\$ 115,000				10% of contract amount, whichever is greater, except when:									
This Amendment Amount:				 Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance 									
\$													
Total Amended Amount:													
\$													
•				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									
Company of Company This contract was idea for disputer to all				proprietary software currently used by Whatcom County. e operation and maintenance of the Northwest Youth Services Positive Adolescent									
Development Program	•	ovides lunding i	OI LITE	eoperatio	ıanı	u III	iaintenance of tr	ie moru	west fou	un Servic	es P	OSILIVE AUO	iesceni
Development Frogram													
Term of Contract:	1 Year					vni	iration Date:		12/31/	2023			
Contract Routing:	1. Prepared b					- ^ Pi	iration bate.		12/51/	Date:		09/07/20	22
contract reduing.	2. Health Budg		KR	/JG						Date:		10/31/20	
	3. Attorney sign		RB							Date:		11/09/20	
	4. AS Finance		Bbe	nnett						Date:		11/15/20	22
	5. IT reviewed	d (if IT related):								Date:			
6. Contractor									Date:				
	7. Executive (Contract Review:								Date:			
	8. Council ap	proved (if necessa	ary):	AB2	022-	677	7			Date:			
	9. Executive s								Date:				
	Original to	ວ Council:								Date:			

Whatcom County Contra	ıct No.

CONTRACT FOR SERVICES Between Whatcom County and Northwest Youth Services

Northwest Youth Services,	hereinafter calle	ed Contractor	r and Whatcom	County,	hereinafter	referred to as	County,	agree and
contract as set forth in this	Agreement, incl	uding:		•				•

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 provide funding for the Positive Adolescent Development 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 \$115,000. 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:

Northwest Youth Services 108 Prospect Street Bellingham, WA 98225

Each signatory b	elow to this (Contract warrants	that he/she is t	he authorized	dagent of the	respective party	/; and that	t he/she has
the authority to e	enter into the	contract and to b	ind the party the	ereto.				

Jason McGill,	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:

CONTRACTOR INFORMATION:

Satpal Singh Sidhu, Whatcom County Executive

Northwest Youth Services
Jason McGill, Executive Director
108 Prospect Street
Bellingham, WA 98225
360-734-4720
jasonm@nwys.org

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

Contract for Services HL_010123_NWYS_PAD.docx V. 2020-4 (DocuSign)

Page 3

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 <u>Labor Standards:</u>

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

Contract for Services HL_010123_NWYS_PAD.docx V. 2020-4 (DocuSign) 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

Contract for Services HL_010123_NWYS_PAD.docx V. 2020-4 (DocuSign) disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. Commercial General Liability

Property Damage

\$500,000.00, per occurrence

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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.

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- 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.
- I. 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.
- 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

Contract for Services HL_010123_NWYS_PAD.docx V. 2020-4 (DocuSign) 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 <u>Non-Discrimination in Employment:</u>

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 <u>Non-Discrimination in Client Services:</u>

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36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Chris D'Onofrio, Program Specialist Whatcom County Health Department

37.2 Notice:

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

Whatcom County Health Department

Attn: Chris D'Onofrio, Program Specialist 509 Girard Street
Bellingham, WA 98225
CDonofri@co.whatcom.wa.us

Northwest Youth Services

Attn: Jason McGill, Executive Director 108 Prospect Street Bellingham, WA 98225 jasonm@nwys.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

Contract for Services HL_010123_NWYS_PAD.docx V. 2020-4 (DocuSign) 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 <u>Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:</u>

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 <u>Contractor Commitments, Warranties and Representations:</u>

Contract for Services HL_010123_NWYS_PAD.docx V. 2020-4 (DocuSign) 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. <u>Background</u>

Youth are identified as a priority population in the Whatcom County Plan to End Homelessness. The 2022 Whatcom County Point In Time County reported that about one out of five people experiencing homelessness was under the age of 18. Homelessness among youth may result from family problems, economic problems, and residential instability. Some youth become homeless with their families while others may leave home after years of physical or sexual abuse, strained relationships, parental neglect, addiction of a family member, or their own chemical addiction.

Northwest Youth Service's Positive Adolescent Development (PAD) Program is an essential part of the community's strategy to reduce youth homelessness in Whatcom County through healing and linkages to social services. The PAD is a 12-bed emergency shelter facility that offers support services for 13 to 17-year old runaway and homeless youth. This contract funds personnel costs that are essential to facility operations of the PAD Program.

II. Program Requirements

- A. The Contractor will be reimbursed for personnel costs necessary to operate the PAD Program.
- B. The contractor will maintain a staff-to-youth ratio of 1:8 at all times, in compliance with Washington State Department of Licensing requirements.
- C. Duties of PAD Program staff include:
 - 1. Making routine checks on all facilities and ensuring the safety and privacy of the residents, both inside of the PAD facility and near the building's entrance/exit.
 - Responding promptly to neighbors expressing concerns regarding behaviors of youth
 connected to the PAD facility, and to take actions to address concerns within a reasonable
 period of time not to exceed 2 business days. Note that any reports that suggest potential harm
 to youth or others must be addressed immediately by PAD staff, who shall request assistance
 from the Bellingham Police Department as needed.
 - 3. Record-keeping, documenting and updating resident or program information in the appropriate logs or forms and maintaining information and referral data.
 - 4. Ensuring client confidentiality according to NWYS policies and procedures.
 - 5. Assisting youth with household operations including meal planning and preparation, cleaning and other necessary functions.
 - 6. Assisting youth to find basic care items such as clothing, hygiene products and school supplies.
 - 7. Taking necessary precautions to support the safety of youth, including through screening of all new employees.
 - 8. Prepare minors to transition to sustainable and stable housing upon discharge from emergency shelter.

D. The Contractor will comply with Homeless Management Information System (HMIS) data collection and recording requirements by coordinating with HMIS Coordinator located at the Whatcom Homeless Service Center.

III. Program Outcomes

The Contractor will deliver the following annual outcomes for the PAD Program:

- A. 40 unique clients are sheltered at the facility
- B. 12 beds will be either in use or available for clients at the facility
- C. The median length of stay for clients is less than 45 days
- D. At least 95% of clients who stay at the facility will be connected with new support services or training opportunities after their admission to the facility.
- E. 80% of clients exiting the facility will do so to a stable housing situation

IV. Reporting Requirements

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. <u>Budget and Source of Funding</u>: The source of funding for this contract, in an amount not to exceed \$115,000, is HB 2060 Low-income Housing Funds. The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Budget
PAD Personnel Costs	GL Detail indicating staff member assigned to the program, hours worked and rate of pay	\$104,545
*Indirect @ 10%		\$10,455
	TOTAL	\$115,000

^{*}In no instance shall the indirect line item exceed 10% of direct costs.

II. Invoicing

- 1. The Contractor shall submit invoices (include contract #) to <a href="https://example.com/https://examp
- 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. <u>Duplication of Billed Costs or Payments for Service:</u> 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: AB2022-681

File ID: AB2022-681 Version: 1 Status: Agenda Ready

File Created: 11/16/2022 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: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide housing case management services in the amount of \$607,235 for a total amended contract amount of \$1,456,130

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Staff Memo, Proposed Amendment

See attachments

Attachments:

HISTOR	Y OF LEGISLATIVE FILE		
Date:	Acting Body:	Action:	Sent To:

WHATCOM COUNTY Health Department



Amy Harley, MD, MPH, Co-Health Officer Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Opportunity Council – Housing Case Management Contract Amendment #5

DATE: November 16, 2022

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

Background and Purpose

Housing Case Managers provide assistance to households to access housing, improve housing stability, and reduce homelessness through joint efforts between the Whatcom Homeless Service Center and the Community Services Division of the Opportunity Council. This contract provides funding for case management and supportive services to those individuals and households experiencing or at-risk of experiencing homelessness, or who are newly housed, in order to improve housing stability and reduce homelessness in Whatcom County. This amendment extends the contract for an additional year, updates reporting requirements, removes language and funding for the federal Emergency Solutions Grant-COVID-19, removes language related to system-wide performance measures no longer required by the Washington State Department of Commerce Consolidated Homeless Grant, and increases funding by \$21,998 to support additional case management activities and a full year of the case management position funded by the Veterans Assistance Fund.

Funding Amount and Source

Funding for this contract, in an amount not to exceed \$607,235, is provided by local document recording fees, the Veterans Assistance Fund, and the Washington State Department of Commerce Consolidated Homeless Grant. These funds will be included in the 2023 budget. Council authorization is required as the funding provided by this amendment increases funding by more than 10% of the approved budget.

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



WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract Number: 202106045 – 5

Originating Departmen	t:				85 Health						
Division/Program: (i.e. Dept. Division and Program)				8550 Human Services / 855040 Housing							
Contract or Grant Adm	inistrator:	-			Barbara Johnson-Vinna						
Contractor's / Agency Name:					Opportunity Council						
Is this a New Contract Yes \(\square\) No \(\square\)		not, is this an Amen Amendment or Re					ontract #:			Yes ⊠ 20210	No □ 6045
Does contract require	Council An	nroval? Ve	s 🖂	No 🗆	If No, include	WCC:					
Already approved? (140	(Exclusions see: \(\frac{1}{2}\)		unti Cadaa 2 00	2.040.2	00 00	00 and 2 00 10	0)
7		1			<u>(Exclusions see.</u>	Whatcom Co	unty Codes 3.00	5.010, 5	.00.08	<u> 90 anu 3.06. 10</u>	<u>U)</u>
Is this a grant agreen Yes ☐ No ▷		If yes, grantor ag	gency co	ntract nu	mber(s):		CF	DA#:			
Is this contract grant ∀es ⊠ No □	funded?	If yes, Whatcom	County	grant cor	ntract number(s):		202008014	1 / 202	1070)11	
Is this contract the re-	cult of a DEC	or Pid process?					Contract C	oot			
Yes No [, RFP and Bid num	ber(s):	21-	04		Center:	051	122	200 / 12230	00 / 114
Is this agreement exc	luded from l	E-Verify?	√o ⊠	Yes []						
If YES, indicate exclusi	ion(s) below	:									
·		ment for certified/l	icensed	profess	ional.						
☐ Contract work is t					☐ Contract for Commercial off the shelf items (COTS).						
☐ Contract work is t	or less than	120 days.		☐ Work related subcontract less than \$25,000.							
☐ Interlocal Agreem	ent (betwee	en Governments).			☐ Public Works - Local Agency/Federally Funded FHWA.						
Contract Amount:(sum	of original o	contract amount and	anv	Council	approval required	for: all prope	erty leases, co	ntracts	or bio	d awards exc	eedina
prior amendments):	or original c				000, and professional service contract amendments that have an increase greater						
\$ 848,895				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.							
This Amendment Amo	unt:	- 1									
\$ 607,235				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.							
Total Amended Amour	nt:			Bid or award is for supplies.							
\$ 1,456,130				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: T	his contract	nrovides funding fo	r casa m								lomalass
Service Center in an e								JII VVILII	ı u iC	vviiatcomm	IOITICIC33
Term of Contract:	1 Year				Expiration Date		12/31/2023				
	1. Prepare	d by:	JT					Date:	09/	/20/2022	
Contract Routing:		udget Approval	KR/J0	}				Date:	+	/31/2022	
	3. Attorney		RB					Date:	+	/09/2022	
		nce reviewed:	Bbenr		004			Date:	11/	/16/2022	
		Approved (if necessa	• /	AB2022	-681			Date:			
	6. Contract	or Program Manager	:					Date:			
	7. Executiv	e Contract Review:						Date:			
	8. Executiv	e signed:						Date:			
	9. Original	to Council:						Date:			

Whatcom County Contract Number:

202106045 – 5

WHATCOM COUNTY CONTRACT AMENDMENT HOUSING CASE MANAGEMENT

PARTIES:

Whatcom County
Whatcom County Health Department

509 Girard Street

Bellingham, WA 98225

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

CONTRACT PERIODS:

Original & Amendment #1: 07/01/2021 – 12/31/2021

Amendment #2 & #3: 01/01/2022 – 12/31/2022

Amendment #4: 05/01/2022 – 12/31/2022

Amendment #5: 01/01/2023 – 12/31/2023

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

DESCRIPTION OF AMENDMENT:

- 1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2 Extension".
- 2. Amend Exhibit A Scope of Work, to update reporting requirements, remove language and funding for the federal Emergency Solutions Grant-COVID-19, and remove language related to system-wide performance measures no longer required by the Washington State Department of Commerce Consolidated Homeless Grant.
- 3. Amend Exhibit B Compensation, to increase funding by \$21,998 in funding to fully support a 1 FTE position serving Veterans with Veterans Assistance Funding and reflect the 2023 budget.
- 4. Funding for this contract period (01/01/2023 12/31/2023) is not to exceed \$607,235.
- 5. Funding for the total contract period (07/01/2021 12/31/2023) is not to exceed \$1,456,130.
- 6. All other terms and conditions remain unchanged.
- 7. The effective start date of the amendment is 01/01/2023.

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

ADDDOVAL AC TO DDOCDAM.	
APPROVAL AS TO PROGRAM:Ann Beck, Community Services Manager	Date
DEPARTMENT HEAD APPROVAL: Erika Lautenbach, Health Department Director	Date
APPROVAL AS TO FORM:	Date
FOR THE CONTRACTOR:	
Greg Winter, Executive Director	
Contractor Signature Print Name and Title	Date
FOR WHATCOM COUNTY:	
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

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

HL_010123_OC_CM_Amend_#5.docx Page **2** of **8**

EXHIBIT "A" – Amendment #5

(SCOPE OF WORK)

I. Background

According to the annual Point In Time Count of homeless persons conducted in January 2022, at least 832 people in Whatcom County were homeless. Throughout the year, more may face the prospect of losing their homes. Whatcom County's Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance and case management services are key strategies of the Plan.

Housing case management under Whatcom Homeless Service Center (WHSC) partnership includes both rental subsidy and housing case management components. WHSC staff determine client eligibility for services and authorize and distribute rent subsidies to local landlords on behalf of participating clients, make referrals for case management to partner agencies, and coordinate required data collection efforts.

Through this contract, Opportunity Council will serve as one of the WHSC partner agencies providing Housing Pool case management and other housing case management services. The purpose of this contract is to provide case management for individuals and families experiencing homelessness or at risk of homelessness in order to improve housing stability and reduce homelessness in Whatcom County.

II. Definitions

HMIS	Washington's Homeless Management Information System Database
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access, (2) targeted prevention assistance to reduce the number of households that become homeless, (3) rehousing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom county and according to Washington State Department of Commerce HMIS data collection requirements.

III. Statement of Work

The Contractor will provide housing case management services. Housing case management activities include arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include:

- A. Developing, securing, coordinating, and retaining services and suitable housing. Services include but are not limited to:
 - 1. Tenant counseling;
 - 2. Assisting individuals and households with understanding leases;
 - 3. Securing utilities;
 - 4. Making moving arrangements;
 - 5. Representative payee services concerning rent and utilities;
 - 6. Mediation and outreach to property owners related to locating or retaining housing;
 - 7. Monitoring and evaluating household progress;
 - 8. Assuring that household rights are protected;
 - Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.
- B. Intake and Referral People who present to Opportunity Council's Community Resource Center in a housing crisis will receive a low barrier, problem-solving conversation with an Intake and Referral Specialist. Those Housing intake services provided to collect client information and assess eligibility for housing programs. Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served shall have incomes at or below 50% Area Median Income (AMI).
- C. Housing Pool (HP) HP case management services are designed to make persons who are homeless or at imminent risk of homelessness aware of available programs and provide them with a point of access to housing services. HP case management provides supportive services designed to assist people waiting for housing to be able to move rapidly into

- permanent housing by helping clients stabilize, identify barriers to housing, and engage in activities required to remove those barriers. HP case management diverts people from entering the homeless shelter system whenever possible.
- D. Diversion Diversion can be the first response to resolving an episode of homelessness by focusing on re-housing a family without their entering a longer-term housing program. Diversion starts with problem-solving conversations to identify a household's own strengths and resources. Services are tailored to meet each family's most critical needs to quickly move into housing. Diversion services can include short-term/one-time financial support (i.e., deposit assistance, flex funding).
- E. Deposit Assistance Single adults experiencing homelessness will be assisted with deposit/move-in assistance when they have found housing on their own. This light touch case management will serve people awaiting assistance on the Housing Pool, attending Housing Lab, or applying for assistance through the Community Resource Center. Without the facilitated move-in assistance with case management, the result can be long term homelessness leading to deterioration of health and overall well-being of these individuals.
- F. Interim Housing Emergency shelter and supportive services to homeless families with minor children in their custody is prioritized for those in the most desperate situations. With the onset of the COVID pandemic there has been increasing demand for shelter services in motels stays and in short-term housing offered by Interfaith Coalition. Case management focuses on ensuring basic needs are met and development of a plan to obtain and maintain permanent housing.
- G. Rapid Re-housing These services focus on family homelessness and prioritize those living in shelters, motels, vehicles, or are unsheltered. Rapid Rehousing is an intervention proven to end family homelessness. Case management adhering to a progressive engagement approach and short to medium term rental subsidies for families experiencing homelessness are offered to meet the needs of families to enable them to achieve housing stability.
- H. Permanent Supportive Housing Households served with permanent supportive housing have a history of chronic homelessness or have a combination of high barriers often including mental health, active or history of addiction, and medical, developmental and physical disabilities. Long-term housing retention and personal wellness is supported through a Housing-First model, employing a harm reduction and person-centered approach.
- I. Households living in units owned or master-leased by the Opportunity Council.

IV. Program Outcomes

The housing case management services provided by the Contractor will deliver the following outcomes:

- A. At least 90 households will receive HP case management.
- B. Total number of households in motels that received short-term housing case management (no specific target)
- C. At least 40 families with children will receive diversion case management.
- D. At least 14 households in PSH will receive case management.
- E. At least 12 households receiving Skagit HOME TBRA rental assistance will receive case management.
- F. At least 40 households will receive case management funded with Emergency Solutions COVID-19 Grant (ESG-CV) while in motels for emergency shelter; 20 of these households will transition from motel-based emergency shelter to permanent housing. Households must meet eligibility criteria of the ESG-CV.
- G. Median number of days in case management prior to being housed will be 75.
- H. Mean number of days in case management prior to being housed will be 90.
- At least 85% of families that reached a 12-month period of time since exiting the Ending Family Homelessness Project or Rapid Rehousing case management will have retained stable housing.
- J. Of the households in PSH, at least 90% will be stably housed (including exits from PSH to permanent housing.
- K. At least 40 WCHD funded case management households (from ES, Diversion, EFH, Housing Pool, TBRA RRH or unstably housed, and EFH) will achieve housing stability.
- L. At least 30 households will be housed from the Housing Pool with deposit/move-in assistance (this is contingent upon availability of rental assistance and referrals).
- M. At least 20 unduplicated households will be stably housed with EFH RRH while receiving case management.
- N. At least 45 unduplicated households will receive assistance funded through and eligible for the ESG-CV.
- O. At least 40 Veterans will be served with housing case management, to include but not limited to providing outreach to those potentially eligible for VAF services; building community relationships to enhance support for Veterans eligible for VAF

services; tracking contacts with those inquiring about and receiving VAF-funded services; and tracking and fielding calls regarding these services.

- P. At least 15 Veterans will obtain housing.
- Q. At least 20 Veterans will maintain housing.
- R. At least 20 Veterans will be linked to healthcare.
- S. At least 35 Veterans will be linked to non-healthcare Veteran services (VA benefits, employment, education, transportation, etc.).

V. Additional Requirements

The Contractor will:

- A. Comply with all State of Washington Department of Commerce Special Terms and Conditions of Commerce Grants, herein incorporated as Exhibit D.
- B. 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 the following link: https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhlseufez4flxqv1q6b
 - 1. Commit to ending homelessness in Whatcom County, per the CHG Guidelines, by:
 - a. Prioritizing unsheltered homeless households for services.
 - b. Assessing each household's needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 - c. Employing a progressive engagement service model.
 - d. Prioritizing households likely to become homeless when using prevention rental assistance.
 - 2. Ensure that all costs incurred comply with CHG Guidelines.
 - Commit to reporting complete quality data that is timely, truthful and accurate (per CHG Guidelines and HMIS User Agreement).
- C. Comply with eligibility requirements for serving indigent veterans as set forth in Whatcom County Code 2.150 and 2.152, and RCW 73.08.005 and incorporated into this contract by reference. Contractor shall determine eligibility based on Items A and B of WCC 2.150.025 and shall not have utilization of Item C for determining veteran eligibility. The point of contact for the Veteran's Assistance Fund is:

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

EWitowsk@co.whatcom.wa.us

The Case Manager hired and funded by this contract must sign a timesheet that includes the following statement:

I certify that my time charged to this contract is for working with indigent Veterans in accordance with Whatcom County Code 2.150 and 2.152 and RCW 73.08.005

- D. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services including deposits, rental payments, and completed home visits.
- E. Comply with the following HIP referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program, a situation that should be rare, the following procedure must be followed:
 - 1. Contractor will submit a written description of the situation that justifies returning the client to the HIP.
 - 2. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HIP case management services coordinator (or designee).
 - 3. The course of action mutually agree to at the case conference will be recorded in writing, constituting a binding agreement.
 - 4. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.

- F. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
 - 1. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system.
 - 2. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons.
 - 3. Informing clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system.
 - 4. Informing prospective tenants that they need to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing.
 - 5. In scattered sites, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address the issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide case managers with free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated, whenever requested.
 - Documenting in each client file that these expectations were communicated to the client/tenant.
- G. Require professional development training for direct service staff and supervisors.
- H. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.
- I. Attend meetings and events coordinated by WHSC.

VI. Reporting Requirements

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. Additionally, a separate quarterly report, utilizing HMIS data, for households receiving case management services funded by the Veterans Assistance Fund shall be submitted to the WCHD Housing Program Contract Administrator via email. Contractors will be notified via email of updates to reporting templates. Reports are due on April 15th, July 15th, October 15th, and January 15th. 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.

Quarterly 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 guarter.
- D. Total number of households that exited the facility and the living situation they exited to.

Quarterly reports for households receiving case management services funded by the Veterans Assistance Fund will include:

- A. Number of Veterans served.
- B. Number of Veterans that obtained housing.
- C. Number of Veterans that maintained housing.
- D. Number of Veterans linked to health care.
- E. Number of people linked to non-health care services (VA benefits, employment, education, transportation, etc.).

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.

VII. Flex Funding

Flex funds must follow the Guidelines established by the County and be reported on the spreadsheet provided by the County (Exhibit D) and signed by an authorized agency signatory. In addition, all flex funds must be accompanied by receipts.

Exhibit B – Amendment #5

(COMPENSATION)

I. <u>Source of Funding and Budget</u>: The source of funding for this contract, in an amount not to exceed \$607,235, is local document recording fees, the Veterans Assistance Fund, and the Washington State Department of Commerce Consolidated Homeless Grant. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

Cost Description*	Documents Required with Invoices	Budget				
Document Recording Fee (DRF) Funding:						
Personnel – (salary, taxes, benefits): • Housing Case Managers • Case Management Coordinator • Homeless Housing Programs Manager • Information & Referral Specialist	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$226,000				
Communications (does not include system upgrades or capital costs)		\$2,100				
Printing & Duplicating	GL Detail	\$1,000				
Office Equipment & Supplies		\$2,000				
Postage		\$250				
Mileage	Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled, federal reimbursement rate (per www.gsa.gov) and a brief description of the purpose of travel	\$3,000				
Travel/Training – Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location.	Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, brief description of the purpose. Receipts for registration fees or other documentation of professional training expenses. Receipts for meals are not required.	\$2,500				
Flex Funds	Flex Fund Spreadsheet and copies of receipts	\$1,000				
	Document Recording Fees Direct Costs Subtotal	\$237,850				
	Document Recording Fees Indirect** @ 12%	\$28,542				
	Total Document Recording Fees	\$266,392				
Consolidated Homeless Grant (CHG) Funding	ig:					
Personnel – <i>funded by CHG</i> (salary, taxes, benefits): Case management and support staff	Approved Composite Billing Rate Worksheet for each staff	\$231,883				
Personnel – funded by CHG – PSH FWC	member and timesheets for the period.					
Case management services for families with		\$2,352				
children in permanent supportive housing	Compalidated Hamalage Court Pirest Courts C. L. C.	****				
	Consolidated Homeless Grant Direct Costs Subtotal	\$234,235				
	CHG Indirect** @ 12%	\$28,108				
	Total CHG	\$262,343				

Veterans Assistance Funds (VAF):		
Personnel – (salary, taxes, benefits): Case Manager (1 FTE – services delivered to eligible Veteran clients only 15 FTE Supervision	Approved Composite Billing Rate Worksheet for the employee hired for this position, timesheets and signed certification statements, as specified in Exhibit A for the period	\$68,100
Communications (does not include system upgrades or capital costs)	GL Detail	\$690
Office Equipment & Supplies		\$500
Mileage	Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled, federal reimbursement rate (per www.gsa.gov) and a brief description of the purpose of travel	\$500
Travel/Training – Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location.	Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, brief description of the purpose. Receipts for registration fees or other documentation of professional training expenses. Receipts for meals are not required.	\$300
	VAF Direct Costs Subtotal	\$70,090
	VAF Indirect** @ 12%	\$8,410
	Total VAF	\$78,500
	TOTAL BUDGET	\$607,235

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

II. Invoicing:

- 1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above.
- 2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
- 3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The county may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- 4. Invoices must include the following statement, with an authorized signature and date:
 - I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
- 5. <u>Duplication of Billed Costs or Payments for Service</u>: 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.

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-678

File ID: AB2022-678 Version: 1 Status: Agenda Ready

File Created: 11/15/2022 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: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide housing case management services in the amount of \$482,572 for a total amended contract amount of \$1,053,814

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Staff Memo, Proposed Amendment

See attachments

Attachments:

HISTOR	HISTORY OF LEGISLATIVE FILE							
Date:	Acting Body:	Action:	Sent To:					

Erika Lautenbach, Director

WHATCOM COUNTY Health Department



Amy Harley, MD, MPH, Co-Health Officer Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Northwest Youth Services – Housing Case Management Contract Amendment #4

DATE: November 15, 2022

Attached is a contract amendment between Whatcom County and Northwest Youth Services for your review and signature.

Background and Purpose

This contract provides funding to support housing case management and supportive services to youth through age 24, who are referred by the Whatcom Homeless Service Center. The goal of these services is to improve housing stability and reduce homelessness in Whatcom County. This amendment extends the contract for an additional year and replaces funding from Commerce's Emergency Solutions Grant (ESG-CV) with Commerce's Consolidated Homeless Grant.

Funding Amount and Source

Funding for this contract, in an amount not to exceed \$482,572, is provided by local document recording fees and the Washington State Department of Commerce Consolidated Homeless Grant (CHG). These funds will be included in the 2023 budget. Council approval is required as the funding provided by this amendment exceeds 10% of the amount previously authorized by Council.

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



Whatcom County Contract Number: 202106043 – 4

WHATCOM COUNTY **CONTRACT INFORMATION SHEET**

Originating Department:			85 Health							
Division/Program: (i.e. Dept. Division and Program)				8550 Human	8550 Human Services / 855040 Housing					
Contract or Grant Administrator:					Chris D'Onofrio					
Contractor's / Agency Name:				Northwest Youth Services						
Is this a New Contract		nendmer	nt or Renev					Yes ⊠	No 🗆	
Yes □ No ▷	If Amendment or	Renewa	ıl, (per WC	CC 3.08.100 (a))	Original C	Contract #:	:	202	106043	
Does contract require	Council Approval?	Yes ⊠	No □	If No, include	If No, include WCC:					
Already approved? (Council Approved Date:			(Exclusions see:	Whatcom Co	untv Codes	3.06.010. 3.0	08.090 and 3.08.1	00)	
Is this a grant agreem									,	
Yes ☐ No ▷	If yes, granto	r agency	contract n	umber(s):			CFDA#:			
Is this contract grant for the Yes ⊠ No □	Is this contract grant funded? Yes ☑ No ☐ If yes, Whatcom County grant contract number(s): 202107011									
Is this contract the res	sult of a RFP or Bid process			X /		Contrac	t Cost			
Yes ⊠ No □): 21	I-04		Center:		122200 / 1223	300	
Is this agreement exc	Is this agreement excluded from E-Verify? No ⊠ Yes □									
If YES, indicate exclusi	` '									
	vices agreement for certific	ed/licens	sed profes							
	or less than \$100,000.							ns (COTS).		
☐ Contract work is f	or less than 120 days.			☐ Work relat	ed subcont	tract less tl	han \$25,0	00.		
☐ Interlocal Agreem	ent (between Governments).		☐ Public Wo	orks - Local	Agency/F	ederally F	unded FHWA		
Contract Amount:(sum	of original contract amount	and (Council app	roval required for; a	Il property le	ases, contr	acts or bid	awards exceed	ing \$40,000.	
any prior amendments				ional service contra						
\$ 571,242	<u>, </u>	─		ract amount, which						
This Amendment Amo	unt.			sing an option conta						
\$ 482,572	uriti	\top		ct is for design, con					capital costs	
Total Amended Amour	nt·			ed by council in a c		et appropria	ition ordinar	nce.		
\$ \$1,053,814	ιι.			award is for supplie		the Dudget	t Ordinanac			
φ φ1,000,014				Equipment is included in Exhibit "B" of the Budget Ordinance Contract is for manufacturer's technical support and hardware maintenance of electronic						
		`		ns and/or technical s						
				etary software curre				, iioiii alo aovoi	opor or	
Summary of Scope: T	his contract provides funding	for case		•				tion with the W	/hatcom	
	ter in an effort to improve h									
Term of Contract:	1 Year			Expiration Da	te:	12/31/202	23			
	Prepared by:	JT					Date:	10/10/2022		
Contract Routing:	2. Health Budget Approval	KR	R/JG				Date:	10/31/2022		
	Attorney signoff:	RE					Date:	11/09/2022		
	4. AS Finance reviewed:		ennett				Date:	11/15/2022		
	5. IT reviewed (if IT related):						Date:			
	6. Contractor signed:						Date:			
	7. Executive Contract Review	v:					Date:			
	8. Council approved (if neces	ssary):	AB202	22-678			Date:			
	9. Executive signed:						Date:			
	10. Original to Council:						Date:			

202106043 - 4

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR: Northwest Youth Services 108 Prospect Street Bellingham, WA 98225

CONTRACT PERIODS:

Original: 07/01/2021 – 12/31/2021 Amendment #1: 09/29/2021 – 12/31/2021 Amendment #2 & #3: 01/01/2022 – 12/31/2022 Amendment #4: 01/01/2023 – 12/31/2023

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

DESCRIPTION OF AMENDMENT:

- 1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2. Extension".
- Amend Exhibit A Scope of Work to replace compliance with Commerce Emergency Solutions Grant guidelines with Commerce Consolidated Homeless Grant guidelines, increase performance targets and update reporting requirements.
- 3. Replace Exhibit B Compensation, to reflect the 2023 budget.
- 4. Replace Exhibit E Special Terms and Conditions for Commerce Emergency Solutions Grant (ESG-CV) with Special Terms and Conditions for Commerce Grants.
- 5. Funding for this contract period (01/01/2023 12/31/2023) is not to exceed \$482,572
- Funding for the total contract period (07/01/2021 12/31/2023) is not to exceed \$1,053,814
- 7. All other terms and conditions remain unchanged.
- 8. The effective start date of the amendment is 01/01/2023.

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

APPROVAL AS TO PROGRAM:		
Ann Beck, Col	mmunity Services Manager	Date
DEPARTMENT HEAD APPROVAL: Erika Lautenba	ach, Health Department Director	 Date
APPROVAL AS TO FORM:Royce Buckingham, P	Date	
FOR THE CONTRACTOR:		
	Jason McGill, Executive Director	ı
Contractor Signature	Print Name and Title	Date
FOR WHATCOM COUNTY:		
Satpal Singh Sidhu, County Executive	<u> </u>	Date

CONTRACTOR INFORMATION:

Northwest Youth Services 108 Prospect Street Bellingham, WA 98225 jasonm@nwys.org

EXHIBIT "A" – Amendment #4

(SCOPE OF WORK)

I. Background

Whatcom County's Plan to End Homelessness identifies youth, aged up to 24, as a population impacted by homelessness and lists the provision of safe, affordable housing with supportive services as a way to reduce and end youth homelessness. Provision of services at shelters and other interim housing options is also a component of the service continuum that increases success in reaching housing stability. Northwest Youth Services (NWYS) is the only non-tribal agency serving youth in Whatcom County by offering housing services for homeless youth. NWYS has had a significant backlog of young people awaiting housing and services due to limited operating capacity.

Through this contract, NWYS will serve as one of the Whatcom Homeless Service Center (WHSC) partner agencies providing housing case management and will serve as a specialized portal of entry into WHSC housing services for youth. The purpose of this contract is to provide housing case management for youth waiting for housing services in order to achieve housing stability and reduce youth homelessness in Whatcom County.

II. Definitions

Housing Pool (HP)	Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
HMIS	Washington's Homeless Management Information System Database
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1). centralized coordinated system of access, (2). targeted prevention assistance to reduce the number of households that become homeless, (3). re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5). data management and tracking information for people receiving homeless housing services in Whatcom county and according to Washington State Department of Commerce HMIS data collection requirements.

III. Statement of Work

The Contractor will provide housing case management services. Housing case management activities include arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include:

- A. Developing, securing, coordinating, and retaining services and suitable housing. Services include but are not limited to:
 - 1. Tenant counseling;
 - Assisting individuals and households with understanding and navigating leases;
 - 3. Securing utilities;
 - 4. Making moving arrangements;
 - 5. Representative payee services concerning regular payment of rent and utilities;
 - Mediation and outreach to property owners related to locating or retaining housing;

- 7. Monitoring and evaluating household progress, which includes regular visits in household units;
- 8. Assuring that household rights are protected;
- 9. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.
- B. Intake Contractor will provide intake services to youth in Whatcom County seeking housing to collect client information, assess barriers to stable housing, and eligibility for housing programs. Services will be provided to low-income and/or homeless youth residing in Whatcom County.
- C. Youth Housing Pool (YHP) Youth housing pool case management includes services designed to educate youth who are homeless or at risk of homelessness, about available programs, provide them with a point of access to housing services by working collaboratively with the WHSC, and engage with them to address barriers to housing.

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. <u>Program Outcomes</u>

During this contract period, the housing case management services provided by the Contractor will deliver the following outcomes:

- A. At least forty-five (45) unsheltered youth households will receive case management services.
- B. At least fifty (50) youth in emergency shelters or transitional housing will receive case management services.
- C. At least twenty-five (25) youth in permanent housing will receive ongoing regular case management services.
- D. At least forty (40) youth will achieve housing stability while receiving case management services.
- E. At least 85% of youth households who obtained housing will remain stably housed six months after existing case management services.

V. <u>Additional Requirements</u>

The Contractor will:

- A. Comply with relevant State of Washington Department of Commerce Consolidated Homeless Grant guidelines, including periodic updates to the guidelines, which can be accessed at the following link: https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/
- B. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services including deposits, rental payments, and completed home visits.

- C. Comply with the following Housing Pool (HP) Referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program, a situation which should be rare, the following procedures must be followed:
 - Contractor will submit a written description of the situation that justifies returning the client to the HP, and
 - 2. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HP case management services coordinator (or designee).
 - The course of action mutually agreed to at the case conference will be recorded in writing, constituting a binding agreement.
 - 4. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.
- D. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
 - 1. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system.
 - 2. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons.
 - 3. Informing clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system.
 - 4. Informing prospective tenants that they need to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing.
 - 5. In scattered sites, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address the issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide case managers with free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated, whenever requested.
 - 6. Documenting in each client file that these expectations were communicated to the client/tenant.
- E. Require professional development training for direct service staff and supervisors.
- F. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.
- G. Attend meetings and events coordinated by the WHSC.

VI. Reporting Requirements

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. 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.

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.

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.

VII. Flex Funding

Flex funds must follow the Guidelines established by the County and be reported on the spreadsheet provided by the County (Exhibit D) and signed by an authorized agency signatory. In addition, all flex funds must be accompanied by receipts.

Exhibit B - Amendment #4

(COMPENSATION)

I. <u>Source of Funding and Budget</u>: The source of funding for this contract, in an amount not to exceed \$482,572, is local document recording fees, and the Washington State Department of Commerce Consolidated Homeless Grant. Commerce and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

*Cost Description	Documents Required with Invoices	Amount
Document Recording Fee Funding		
Scattered Site Housing Program Manager (.75 FTE)		\$52,297
Housing Program Director (.25 FTE)		\$19,696
Housing Program Coordinator (1.0 FTE)		\$65,674
Case Managers (2.5 FTE)	Approved composite billing rate worksheet for	\$90,713
Youth Counselor (0.5 FTE)	each staff member and timesheets for the	\$34,653
Youth Development Coach (1.0 FTE)	period.	\$37,283
Data Analytics and Reporting (.1 FTE)		\$6,854
Data Entry Assistant (.05 FTE)		\$4,407
HUSLY Site Manager (.5 FTE)		\$34,865
Travel/Training	Include name of traveler, dates, start & end point, and purpose. Receipts are required for transportation costs, registration fees, etc. Lodging & meal costs follow federal guidelines (www.gsa.gov). Receipts for meals are not required.	\$4,000
Program Specific Rent/Occupancy Costs		\$20,400
Program Specific Phones, Office Supplies, Household and General Youth Supplies, Printing/Copier, Postage	GL Detail	\$11,360
Flex Funds	Flex fund spreadsheet and copies of receipts	\$3,000
Emergency Shelter Motel Stays	GL Detail and Receipt from Motel	\$3,500
**Indirect (10%)		\$38,870
Consolidated Homeless Grant (CHG) Funding		
Case Managers	Approved composite billing rate worksheet for each staff member and timesheets for the period.	\$50,000
**Indirect (10%)		\$5,000
TOTAL BUDGET:		\$482,572

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

II. <u>Invoicing</u>:

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

^{**}In no instance shall indirect rates exceed those indicated in the table above.

- 2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
- 3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The county may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- 4. Invoices must include the following statement, with an authorized signature and date:
 - I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
- 5. <u>Duplication of Billed Costs or Payments for Service</u>: 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 E" (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.

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: AB2022-667

File ID: AB2022-667 Version: 1 Status: Agenda Ready

File Created: 11/09/2022 Entered by: mdonley@co.whatcom.wa.us

Department: Public Works File Type: Contract (FCZDBS)

Department

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 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 outreach, education and technical assistance with BBWARM stormwater programs, in the amount of \$93,000 (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:	

Attachments: Memo, Proposed contract

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Jon Hutchings Director



STORMWATER

322 N. Commercial, Suite 224 Bellingham, WA 98225 Main: (360) 778-6210 FAX: (360) 778-6201

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: Kraig Olason, Stormwater Program Manager

DATE: November 3, 2022

RE: 2023 Interlocal Agreement between Whatcom County and the Whatcom Conservation District

for Outreach, Education and Technical Assistance with BBWARM Stormwater Programs

Requested Action

Public Works respectfully requests that the County Executive, acting as signatory for the Flood Control Zone District Board of Supervisors, enter into a contract for services between Whatcom Conservation District (WCD) and Whatcom County for the sum of \$93,000, for the purpose of providing outreach, education and technical assistance for various stormwater-related programs, with particular emphasis on the communities within the Terrell Creek and Birch Bay watersheds.

Background and Purpose

The WCD will provide outreach and engagement opportunities for residents and rural landowners in the Birch Bay & Aquatic Resources Management (BBWARM) district. Activities will include the development of informational mailers and newsletter articles, participation in education and outreach events, and continued implementation/expansion of the Neighborhood Native Landscaping Program (NNLP). Based on what was learned during the NNLP pilot in 2022, increased staff time (140%) was allocated to this program and the WCD, rather than county staff, will be purchasing all the materials through this contract (\$30,000) to increase project efficiency and streamline workflow. Additionally, the WCD are aiming for approximately 135% increase in the square footage of native landscaping installed in 2023 in Birch Bay (20,000 ft²). County staff are also asking the WCD to assume responsibility for project management and to provide more detailed reporting and accounting than in previous years. These changes resulted in a significantly higher ILA budget in 2023 compared to past contracts.

In addition, the WCD will offer free technical assistance in the form of confidential risk assessments, farm plan development, and guidance in the implementation of best management practices for rural landowners and small farm owners in the Birch Bay watershed through Task 3 of this contract.

Funding Amount and Source

Contract total of \$93,000.00 will be funded by existing authority in the BBWARM district budget (cost center 169250, work order 17312).

Please contact Holly Faulstich at extension 6290 if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:			
Division/Program: (i.e. Dept. Division and Program)			
Contract or Grant Administrator:			
Contractor's / Agency Name:			
Is this a New Contract? If not, is this an Ame		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes No If yes, grantor ag	number(s): CFDA#:		
Is this contract grant funded? Yes No If yes, Whatcom	n County grant	contract number(s):	
Is this contract the result of a RFP or Bid process Yes No If yes, RFP and Bid nur		Contract Cost Center:	
Is this agreement excluded from E-Verify? No	o Yes	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: Professional services agreement for certification Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments) Contract Amount:(sum of original contract amount and any prior amendments): This Amendment Amount: Total Amended Amount:	cd/licensed professional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. 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: Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance. Contract is for manufacturer's technical support and hardware maintenance of		
Summary of Scope:	electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.		
	Сетегоре		
Term of Contract:		Expiration Date:	
Contract Routing: 1. Prepared by: 2. Attorney signoff:		Date: 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 necess	ary):	Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	

Whatcom County Contract No		

2023 INTERLOCAL AGREEMENT WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT BIRCH BAY STORMWATER OUTREACH ASSISTANCE

This Interlocal AGREEMENT ("AGREEMENT") is between the Whatcom Conservation District ("WCD") and Whatcom County ("COUNTY") as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for Birch Bay stormwater outreach assistance.

WHEREAS, the Board of Supervisors of the COUNTY flood control zone district (FCZD) voted to create a FCZD sub-zone known as the Birch Bay Watershed and Aquatic Resources Management District (BBWARM) for the express purpose, among others, of assessing property owners in the sub-zone to fund projects that remediate pressing water quality and stormwater management challenges; 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 COUNTY and WCD initiated the Terrell Creek Landowner Stewardship Program in 2010, which used a collaborative, educational approach to help rural Terrell Creek watershed landowners adopt stewardship practices to protect and improve water quality and habitat; and,

WHEREAS, the WCD has been providing this assistance to BBWARM through Interlocal Agreements with the COUNTY since 2010; and,

WHEREAS, the BBWARM 2023 outreach work plan calls for continuing to provide technical and/or financial assistance to rural property owners and stewardship opportunities that result in the implementation of stormwater best management practices; and,

WHEREAS, the COUNTY requests continued assistance from the WCD in 2023 to support the BBWARM education and outreach activities.

NOW, THEREFORE, the WCD and COUNTY agree as follows:

- I. *Purpose:* The purpose of this AGREEMENT is to set the terms whereby the COUNTY will make available funds to the WCD to implement tasks to support the stormwater outreach programs 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 provide support for the stormwater outreach programs as described in Exhibit A attached hereto.
- IV. Whatcom County Responsibilities: The COUNTY 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 in providing and performing the services stated.

- V. Payment: The WCD shall submit itemized invoices in a format approved by the COUNTY in accordance with the requirements of Exhibit B. The COUNTY 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 from January 1, 2023 through January 31, 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, Whatcom County shall file a copy of it with the office of its 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 COUNTY as soon as problems, delays or adverse conditions become known which will materially impair its ability to meet the deliverables described in Exhibit A.
- XVI. Audit and Inspection: The COUNTY 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 COUNTY 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 COUNTY of any payment to the WCD constitute or be construed as a waiver by the COUNTY 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 COUNTY while any such breach or default shall exist shall in no way impair or prejudice any of the COUNTY'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 COUNTY in respect to breach or default of this AGREEMENT.

This AGREEMENT shall not relieve the COUNTY 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 COUNTY 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 the County with a certificate of insurance and endorsements required by the Agreement.

- 2. For the commercial general liability and business automobile insurance, Whatcom County 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 COUNTY 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 Agreemen of, 2022.	nt this	day
WHATCOM CONSERVATION DISTRICT		
Brandy Reed, WCD District Manager	Date	
Whatcom Conservation District 6975 Hannegan Road Lynden, WA 98264		
WHATCOM COUNTY: Recommended for Approval:		
Elizabeth Kosa, Interim Public Works Director	 Date	
Approved as to form:		
Christopher Quinn, Senior Civil Deputy Prosecuting Attorney	Date	
Approved: Accepted for Whatcom County Flood Control Zone District:		
By:	 Date	

EXHIBIT A - SCOPE OF WORKBirch Bay Stormwater Outreach Assistance

Program Description

The Whatcom Conservation District (WCD) will provide education, outreach, and technical assistance to Whatcom County for Birch Bay stormwater-related programs.

Task 1. Program Administration

The WCD will provide program administration and coordinate with county staff. This will include invoicing, tracking/reporting on all activities, ensuring deadlines and deliverables are met, communicating proposed changes to county staff with notice, and scheduling and facilitating meetings.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
Develop contract schedule	Calendar detailing deliverables and planning milestones	2 weeks after contract execution	Adjustable with prior approval from county staff	
Invoicing	Monthly invoice including: 1. A progress report detailing work performed during the invoice period is required 2. A summary table showing amount expended per invoice, amount remaining and percent complete for each deliverable.	n/a	15th of each month	
	Schedule monthly meetings. Additional meetings as required.	n/a	Pre-schedule check-in meetings at start of contract	
Facilitate meetings	Meeting agenda	3 days prior to meetings	Day of meeting	
	Updated planning documents and notes	n/a	Follow-up within 3 days of meetings	
Annual reporting	Written annual contract summary report	December 8, 2023	December 15, 2023	
	Annual accomplishment presentation to BBWARM Advisory committee	January 8, 2024	January 17, 2024 BBWARM meeting	

Task 2. General Education and Outreach

The WCD will provide outreach, engagement, and stewardship opportunities for residents in the Birch Bay watershed. Activities will include the development of informational mailers and newsletter articles, developing website content for county websites, planning and hosting educational events and workshops, and participation in existing outreach events.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
Algal Bloom	Educational content for new BBWARM web page	May 1	June 1	
Outreach including	Event planning document	May 15	June 15	
content and speaker	Event marketing plan and materials	July 15	August 1	
series event	Host event	n/a	September	Х
	Event planning document	April 15	Ongoing updates	
"A Day at the Beach"	Event marketing plan and materials	May 1	May 15	
Outreach Event	Host event	n/a	June	Х
Event	Event summary and photos	3 days after event	1 week after event	
"July 5th Beach	Coordination meeting with Whatcom County Health, Chamber of Commerce, and other applicable community members	n/a	Late May or Early June	
Cleanup" Outreach	Coordinate on creation of marking materials	June 1	June 15	
Event	Staff event	n/a	July 5	x
	Event summary and photos	3 days after event	1 week after event	
"Run with the	Event planning document	June 15	Ongoing updates	
Chums 5k Fun	Event marketing plan and materials	July 15	August 1	
Run/Walk"	Host event	n/a	September 9	Х
Outreach Event	Event summary and photos	3 days after event	1 week after event	
NSEA Terrell Work Parties	Attend events as BBWARM representative (at least one each spring and fall)	n/a	Spring, Fall	
Monthly e- news content	Monthly e-mail with content and graphics	n/a	1 st of each month	
Other outreach event staffing	Provide staffing for other stormwater program county-planned events (stormwater pop-up booths, pet waste outreach booths, etc.)	n/a	As requested	X

Task 3. Rural Landowner/Small Farm Technical Assistance

The WCD will assist rural landowners/small farm owners with management options and provide information on current environmental laws that have been put in place to protect water quality and habitat associated with critical areas. Through direct landowner/operator/resident contacts, WCD staff will offer free, site-specific educational and technical assistance in the form of confidential risk assessments, farm plan development, and guidance in the implementation of best management practices (BMPs). BMP incentives, rebates, small grants and other cost-share options will be described and offered as available.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
	Maintain database of livestock owners in Birch Bay watershed.	n/a	Monthly progress report updates	
Rural	Provide Farm Assessments and Farm Planning Services to livestock owners in Birch Bay watershed.	n/a	Monthly progress report updates	
livestock owner	Spring livestock technical assistance mailer	March 15	April 14	
outreach	Fall livestock technical assistance mailer	September 15	October 15	
	Spring Landowner Spotlight	April 15	May 1	
	Fall Landowner Spotlight	September 15	October 1	
	Conservation calendar mailing	n/a	TBD	
Fecal	Maintain coordination with Whatcom County Pollution, Identification, and Correction Program staff in order to act as a liaison for BBWARM staff on fecal coliform bacteria and shellfish issues in the Birch Bay watershed.	n/a	Monthly progress report updates	
bacteria water	Develop fecal bacteria water quality hot spot sampling protocol	March 15	April 30	
quality coordination	Inform BBWARM program manager when water quality sample results are elevated and ensure sampling protocol is implemented	n/a	Monthly progress report updates	
	Assist with fecal bacteria community outreach and education and help make connections with landowners	n/a	Monthly progress report updates	

Task 4. Neighborhood Native Landscaping Program Assistance

The WCD will implement neighborhood native landscaping projects, including site identification, outreach and landowner recruitment, feasibility analysis, project design, labor, supplies and materials procurement, project management, promotion and documentation. The goal for 2023 is to secure 6-8 participating properties within walking distance of each other (about 0.5 miles) with individual project sizes ranging from 1,000-3,000 ft², for a total of up to 20,000 ft² of native plants installed.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
	Schedule meeting with county staff to identify target neighborhoods and backups	n/a	February 15	х
Outreach & cluster	Conduct outreach to target neighborhoods	n/a	Throughout Feb/Mar	
selection	Compile log of respondents	n/a	May 1	
	Initial site visits – review HAF and identify proposed planting area	n/a	Throughout April	

	Finalize participating properties that meet criteria (with a signed HAF), treating a total of ~20,000 ft ²	n/a	May 1	
	Update HAF packet to include information on planting and maintenance, wildlife protection, edging, irrigation, and a sample maintenance agreement.	March 8	March 15	
	All HAFs signed and submitted to county	n/a	May 1	
Landowner coordination and site	Follow up site visits as needed	n/a	Throughout May	
planning	All MAs signed and submitted to county	n/a	June 1	
	NOAs submitted to PDS	n/a	June 1	
	Planting plan for each participating property – number of species for space, light, soil conditions and HIP design specs	July 25	August 1	
	Coordinate with WCC crew leader, submit plan for crew assistance based on number of days requested	n/a	Coordinate April- June. Plan submitted June 1	
Materials	WA native plants ordered and delivery date identified	n/a	June 1	
procurement and project	Approved mulch and cardboard ordered	n/a	July 1	
implementation	Blow-in mulch installed	n/a	August 31	
	Plan and implement planting parties	n/a	Between Oct 1 - Nov 15	Х
	Final field inspection form with photos	n/a	By Nov 15	
Wrap up	Survey for participant feedback	December 1	December 14	
	Lessons learned document	n/a	December 31	Х

Requirements:

- Whatcom County staff will review all deliverables before distribution.
- All materials and events will include the Whatcom County logo unless otherwise agreed upon by staff in advance of distribution.
- All events paid for by the county will include county staff presence and recognition of county contribution.
- All content developed for programs paid for by the county will be hosted on Whatcom County
 websites and social media pages and shared by the WCD. WCD staff will work with county staff
 to have developed and approved content posted to county websites.
- All content related to farm services will be hosted on the WCD websites and social media pages and shared by Whatcom County.
- The WCD will coordinate with county staff on what the focus outreach messaging should be prior to each event.

EXHIBIT B - BUDGET Birch Bay Stormwater Outreach Assistance

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 \$93,000.** 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.

Position	Admin Specialist	Ed Coordinator	Ed Assistant	LID Specialist	Livestock Coord	Data Specialist	Direct Cost		Labor		
Max 2023 Wage Rate/ hour	\$ 36.55	\$ 40.5		\$ 36.55	\$ 38.23	\$ 31.57		ĺ		240	Total
Est. 2023 Comp Rate/ hour	\$ 56.64	\$ 70.6	2 \$ 39.58	\$ 56.35	\$ 64.14	\$ 47.97	Supplies,	Total			iotai
Contract Activities	Hours Cost	Hours Cost	Hours Cost	Hours Cost	Hours Cost	Hours Cost	Refreshments & Printing Travel	Direct	Hours Cost	Indirect 30%	
Task 1: Program Administration	A No.	(2000 - 1200 - 1			G 30 0			\$ -	111 \$ 6,603.14	\$ 1,980.94	\$ 8,584.08
Contract calendar	\$ -	4 \$ 282.4	В \$ -	\$ -	\$ -			\$ -	4 \$ 282.48	\$ 84.74	\$ 367.22
Invoicing	24 \$ 1,359.36	24 \$ 1,694.8	в \$ -	\$ -	\$ -			\$ -	48 \$ 3,054.24	\$ 916.27	\$ 3,970.51
Facilitate meetings	\$ -	20 \$ 1,412.4	24 \$ 949.92	\$ -	\$ -			\$ -	44 \$ 2,362.32	\$ 708.70	\$ 3,071.02
Annual reporting	\$ -	10 \$ 706.2	5 \$ 197.90	\$ -	\$ -			\$ -	15 \$ 904.10	\$ 271.23	\$ 1,175.33
Task 2: General Education and Outre	ach							\$ 2,200.00	269 \$ 13,622.12	\$ 4,086.64	\$ 19,908.76
Algal Bloom Outreach	\$ -	15 \$ 1,059.3	30 \$ 1,187.40	\$ -	\$ -		\$ 50.00 \$ 120.00	\$ 170.00	45 \$ 2,246.70	\$ 674.01	\$ 3,090.71
A Day at the Beach	\$ -	10 \$ 706.2	15 \$ 593.70	\$ -	\$ -		\$ 50.00 \$ 50.00	\$ 100.00	25 \$ 1,299.90	\$ 389.97	\$ 1,789.87
July 5th Beach Cleanup	\$ -	7 \$ 494.3	4 10 \$ 395.80	\$ -	\$ -		\$ 50.00 \$ 50.00	\$ 100.00	17 \$ 890.14	\$ 267.04	\$ 1,257.18
Run with the Chums	7 \$ 396.48	30 \$ 2,118.6	50 \$ 1,979.00	\$ -	\$ -		\$ 1,500.00 \$ 100.00	\$ 1,600.00	87 \$ 4,494.08	\$ 1,348.22	\$ 7,442.30
NSEA Terrell Work Parties	\$ -	10 \$ 706.2	15 \$ 593.70	\$ -	\$ -		\$ 80.00	\$ 80.00	25 \$ 1,299.90	\$ 389.97	\$ 1,769.87
Enews content	\$ -	10 \$ 706.2	30 \$ 1,187.40	\$ -	\$ -			\$ -	40 \$ 1,893.60	\$ 568.08	\$ 2,461.68
Other outreach events	\$ -	10 \$ 706.2	20 \$ 791.60	\$ -	\$ -		\$ 50.00 \$ 100.00	\$ 150.00	30 \$ 1,497.80	\$ 449.34	\$ 2,097.14
Task 3: Rural Landowner/Small Farm	n Technical Assistance							\$ 1,566.94	120 \$ 7,225.30	\$ 2,167.59	\$ 10,959.83
Rural Livestock Outreach	\$ -	20 \$ 1,412.4	10 \$ 395.80	\$ -	40 \$2,565.60		\$ 1,400.00 \$ 166.94	\$ 1,566.94	70 \$ 4,373.80	\$ 1,312.14	\$ 7,252.88
Water Quality	\$ -	20 \$ 1,412.4	\$ -	\$ -	\$ -	30 \$1,439.10		\$ -	50 \$ 2,851.50	\$ 855.45	\$ 3,706.95
Task 4: Neighborhood Native Landso	caping Program Assista	ance						\$ 30,350.00	311 \$ 17,844.10	\$ 5,353.23	\$ 53,547.33
Outreach	\$ -	10 \$ 706.2	15 \$ 593.70	15 \$ 845.25	\$ -		\$ 100.00	\$ 100.00	40 \$ 2,145.15	\$ 643.55	\$ 2,888.70
Landowner Coordination	\$ -	\$ -	\$ -	100 \$ 5,635.00	\$ -		\$ 50.00	\$ 50.00	100 \$ 5,635.00	\$ 1,690.50	\$ 7,375.50
Materials and Project											
Implimentation	\$ -	30 \$ 2,118.6		121 \$ 6,818.35	\$ -		\$ 30,000.00 \$ 150.00	\$ 30,150.00		\$ 2,681.09	
Wrap up	\$ -	\$ -	\$ -	20 \$ 1,127.00	\$ -		\$ 50.00	\$ 50.00	20 \$ 1,127.00	\$ 338.10	\$ 1,515.10
Totals	31 \$ 1,755.84	230 \$ 16,242.6	224 \$ 8,865.92	256 \$14,425.60	40 \$2,565.60	30 \$1,439.10	\$ 33,200.00 \$ 916.94	\$ 68,233.88	811 \$ 83,986.18	\$25,195.85	\$ 93,000.00

Employee Title	Max 2023 Wage Rate/hour	202	stimated 3 Comp ste/hour
Planner	\$ 30.06	\$	45.58
Admin Specialist	\$ 36.55	\$	56.64
Habitat Planner	\$ 36.55	\$	63.61
Livestock Coordinator	\$ 38.23	\$	64.14
Habitat Coordinator	\$ 43.59	\$	77.61
Planner	\$ 28.64	\$	47.97
Ed Assistant	\$ 27.27	\$	39.58
Wetland Specialist	\$ 36.55	\$	61.93
Wildfire Specialist	\$ 30.06	\$	45.58
Data Specialist	\$ 31.57	\$	47.97
LID Specialist	\$ 36.55	\$	56.35
GIS Tech	\$ 44.33	\$	67.15
District Manager	\$ 54.59	\$	83.27
Ed Coordinator	\$ 40.53	\$	70.62
Scientist	\$ 30.06	\$	44.94

EXHIBIT C - INSURANCEBirch Bay Stormwater Outreach Assistance

Enduris

EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:

Whatcom Conservation District 6975 Hannegan Road Lynden, WA 98264

CERTIFICATE HOLDER:

Whatcom County 322 N. Commercial St., Suite 400 Bellingham, WA 98225-4042 MEMORANDUM#: 2023-00-271

EFFECTIVE: September 1, 2022 through August 31, 2023This is to certify that the Memorandum of Coverage has been issued to the

Insured/Participant for the period indicated.

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
Professional Liability	\$1,000,000	\$2,000,000
Personal Liability	\$1,000,000	\$2,000,000
Products – Complete Operation	\$1,000,000	\$2,000,000
AUTO LIABILITY	\$1,000,000	\$2,000,000
Combined Single Limit; Hired and Non-Owned; Temporary Substitute	\$1,000,000	\$2,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
Per Occurrence Aggregate	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
Property	N/A	N/A
Mobile Equipment		
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.

мемо:

Evidence of Member Coverage to contracted party

Reference: 2023 Interlocal Agreement

Birch Bay Stormwater Outreach Assistance

Authorized Representative November 1, 2022



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:

- 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;
- 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.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-668

File ID: AB2022-668 Version: 1 Status: Agenda Ready

File Created: 11/09/2022 Entered by: mdonley@co.whatcom.wa.us

Department: Public Works **File Type:** Contract

Department

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 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 education and outreach assistance with Lake Whatcom stormwater utility stormwater programs, in the amount of \$64,600

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memo

Date:

HISTORY OF LEGISLATIVE FILE

Sent To:

Action:

Attachments: Memo, Proposed contract

Acting Body:

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Jon Hutchings Director



STORMWATER

322 N. Commercial, Suite 224 Bellingham, WA 98225 Main: (360) 778-6210 FAX: (360) 778-6201

www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom 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 3, 2022

RE: 2023 Interlocal Agreement between Whatcom County and the Whatcom Conservation

District for Education and Outreach Assistance with LWSU Stormwater Programs

Requested Action

Public Works respectfully requests that the County Executive enter into a contract for services between Whatcom Conservation District (WCD) and Whatcom County for the sum of \$64,600, for the purpose of providing outreach and education assistance for various stormwater-related programs, with particular emphasis on the Lake Whatcom watershed.

Background and Purpose

The WCD will provide outreach and engagement opportunities for residents in the Lake Whatcom Stormwater Utility (LWSU) service area. Activities will include participation in education and outreach events and continued implementation/expansion of the Neighborhood Native Landscaping Program (NNLP). Based on what was learned during the NNLP pilot in 2022, increased staff time (140%) was allocated to this program and the WCD, rather than county staff, will be purchasing all the materials through this contract (\$30,000) to increase project efficiency and streamline workflow. Additionally, the WCD are aiming for approximately 43% increase in the square footage of native landscaping installed in 2023 in Lake Whatcom (20,000 ft²). County staff are also asking the WCD to assume responsibility for project management and to provide more detailed reporting and accounting than in previous years. These changes resulted in a significantly higher ILA budget in 2023 compared to past contracts.

Funding Amount and Source

Contract total of \$64,600.00 will be funded by existing authority in the LWSU budget (cost center 132100, work order 21207).

Please contact Holly Faulstich at extension 6290 if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:		
Division/Program: (i.e. Dept. Division and Program)		
Contract or Grant Administrator:		
Contractor's / Agency Name:		
		newal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes No If yes, grantor a	agency contract	number(s): CFDA#:
Is this contract grant funded? Yes No If yes, Whatcon	m County grant	contract number(s):
Is this contract the result of a RFP or Bid proces Yes No If yes, RFP and Bid nu		Contract Cost Center:
Is this agreement excluded from E-Verify? N	No Yes	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below: Professional services agreement for certif Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governmen Contract Amount:(sum of original contract amount and any prior amendments): This Amendment Amount: Total Amended Amount: Summary of Scope:	Council appro \$40,000, and p than \$10,000 of 1. Exercisin 2. Contract capital co 3. Bid or aw 4. Equipmen 5. Contract electronic	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. oval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: ag an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other losts approved by council in a capital budget appropriation ordinance. It is included in Exhibit "B" of the Budget Ordinance. It is included in Exhibit "B" of the Budget Ordinance maintenance of constructions systems and/or technical support and software maintenance from the error of proprietary software currently used by Whatcom County.
Term of Contract:		Expiration Date:
Contract Routing: 1. Prepared by:		Date:
2. Attorney signoff:		Date:
3. AS Finance reviewed:		Date:
4. IT reviewed (if IT related):	:	Date:
5. Contractor signed:		Date:
		Б.
6. Submitted to Exec.:	scom).	Date:
7. Council approved (if neces 8. Executive signed:	ssary):	Date: Date: Date:

Whatcom County Contract No.	

2023 INTERLOCAL AGREEMENT WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT LAKE WHATCOM STORMWATER OUTREACH ASSISTANCE

This Interlocal AGREEMENT ("AGREEMENT") is between the Whatcom Conservation District ("WCD") and Whatcom County ("COUNTY") as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for Lake Whatcom stormwater outreach assistance.

WHEREAS, the Lake Whatcom Stormwater Utility (LWSU) service area was adopted with ordinance 2017-076 to include the entire unincorporated Lake Whatcom Watershed; and,

WHEREAS, the Whatcom County Council adopted Ordinance 2019-053 on July 23, 2019 authorizing the furnishing of services to those who are receiving or will receive benefits from stormwater control facilities or programs and who are contributing to an increase in surface water runoff in the LWSU service area; 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 WCD has been providing education and outreach assistance to the COUNTY through Interlocal Agreements since 2010 and expanded their scope of work to include LWSU outreach in 2021; and,

WHEREAS, the LWSU 2023 outreach work plan calls for continuing to provide stewardship opportunities that result in the implementation of stormwater best management practices; and,

WHEREAS, the COUNTY requests continued assistance from the WCD in 2023 to support the LWSU education and outreach activities.

NOW, THEREFORE, the WCD and COUNTY agree as follows:

- I. *Purpose:* The purpose of this AGREEMENT is to set the terms whereby the COUNTY will make available funds to the WCD to implement tasks to support stormwater outreach programs 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 provide support for the stormwater outreach programs as described in Exhibit A attached hereto.
- IV. Whatcom County Responsibilities: The COUNTY 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 in providing and performing the services stated.

- V. Payment: The WCD shall submit itemized invoices in a format approved by the COUNTY in accordance with the requirements of Exhibit B. The COUNTY 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 from January 1, 2023 through January 31, 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, Whatcom County shall file a copy of it with the office of its 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 COUNTY as soon as problems, delays or adverse conditions become known which will materially impair its ability to meet the deliverables described in Exhibit A.

- XVI. Audit and Inspection: The COUNTY 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 COUNTY 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 COUNTY of any payment to the WCD constitute or be construed as a waiver by the COUNTY 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 COUNTY while any such breach or default shall exist shall in no way impair or prejudice any of the COUNTY'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 COUNTY in respect to breach or default of this AGREEMENT.

This AGREEMENT shall not relieve the COUNTY 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 COUNTY 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 the County with a certificate of insurance and endorsements required by the Agreement.
 - 2. For the commercial general liability and business automobile insurance, Whatcom County 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 COUNTY in fulfilling its responsibilities otherwise defined by law.
- iis

XXI.	Signatures: The undersigned representatives accept AGREEMENT. This AGREEMENT shall be in effect when sign		this
	TNESS WHEREOF, the parties have signed this Agreement t, 2022.	this	_day
WHA [.]	TCOM CONSERVATION DISTRICT		
Branc	ly Reed, WCD District Manager	Date	
6975	com Conservation District Hannegan Road en, WA 98264		
	TCOM COUNTY: mmended for Approval:		
 Elizab	peth Kosa, Interim Public Works Director	 Date	
Appro	oved as to form:		
Christ	topher Quinn, Senior Civil Deputy Prosecuting Attorney	Date	
Appro Accep	oved: oted for Whatcom County:		
By: Satpa	ll Singh Sidhu, Whatcom County Executive	 Date	

EXHIBIT A - SCOPE OF WORK Lake Whatcom Stormwater Outreach Assistance

Program Description

The Whatcom Conservation District (WCD) will provide education, outreach, and technical assistance to Whatcom County for Lake Whatcom stormwater-related programs.

Task 1. Program Administration

The WCD will provide program administration and coordinate with county staff. This will include invoicing, tracking/reporting on all activities, ensuring deadlines and deliverables are met, communicating proposed changes to county staff with notice, and scheduling and facilitating meetings.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
Develop contract schedule	Calendar detailing deliverables and planning milestones	2 weeks after contract execution	Adjustable with prior approval from county staff	
Invoicing	Monthly invoice including: 1. A progress report detailing work performed during the invoice period is required 2. A summary table showing amount expended per invoice, amount remaining and percent complete for each deliverable.	n/a	15th of each month	
F 110 .	Schedule monthly meetings. Additional meetings as required.	n/a	Pre-schedule check-in meetings at start of contract	
Facilitate meetings	Meeting agenda	3 days prior to meetings	Day of meeting	
	Updated planning documents and notes	n/a	Follow-up within 3 days of meetings	
Annual reporting	Written annual contract summary report	December 8, 2023	December 15, 2023	

Task 2. General Education and Outreach

The WCD will provide outreach and engagement support for stormwater events in the Lake Whatcom watershed on an as-need basis.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
Outreach event	Provide staffing for stormwater program county-planned events (stormwater pop-up	n/a	As requested	
staffing	booths, pet waste outreach booths, etc.)			

Task 3. Neighborhood Native Landscaping Program Assistance

The WCD will implement neighborhood native landscaping projects, including site identification, outreach and landowner recruitment, feasibility analysis, project design, labor, supplies and materials procurement, project management, promotion and documentation. The goal for 2023 is to secure 6-8 participating properties within walking distance of each other (about 0.5 miles) with individual project sizes ranging from 1,000-3,000 ft², for a total of up to 20,000 ft² of native plants installed.

Deliverables:

Activity	Deliverable	Draft Due	Deadline/Final Due	Collaborative
	Schedule meeting with county staff to identify target neighborhoods and backups	n/a	February 15	Х
Outreach &	Conduct outreach to target neighborhoods	n/a	Throughout Feb/Mar	
cluster selection	Compile log of respondents	n/a	May 1	
Selection	Initial site visits – review HAF and identify proposed planting area	n/a	Throughout April	
	Finalize participating properties that meet criteria (with a signed HAF), treating a total of ~20,000 ft ²	n/a	May 1	
	Update HAF packet to include information on planting and maintenance, wildlife protection, edging, irrigation, and a sample maintenance agreement.	March 8	March 15	
	All HAFs signed and submitted to county	n/a	May 1	
Landowner coordination and site	Follow up site visits as needed	n/a	Throughout May	
planning	All MAs signed and submitted to county	n/a	June 1	
	NOAs submitted to PDS	n/a	June 1	
	Planting plan for each participating property – number of species for space, light, soil conditions and HIP design specs	July 25	August 1	
	Coordinate with WCC crew leader, submit plan for crew assistance based on number of days requested	n/a	Coordinate April- June. Plan submitted June 1	
Materials	WA native plants ordered and delivery date identified	n/a	June 1	
procurement and project	Approved mulch and cardboard ordered	n/a	July 1	
implementation	Blow-in mulch installed	n/a	August 31	
	Plan and implement planting parties	n/a	Between Oct 1 - Nov 15	Х
Wrap up	Final field inspection form with photos	n/a	By Nov 15	

Survey for participant feedback	December 1	December 14	
Lessons learned document	n/a	December 31	Х

Requirements:

- Whatcom County staff will review all deliverables before distribution.
- All materials and events will include the Whatcom County logo unless otherwise agreed upon by staff in advance of distribution.
- All events paid for by the county will include county staff presence and recognition of county contribution.
- All content developed for programs paid for by the county will be hosted on Whatcom County
 websites and social media pages and shared by the WCD. WCD staff will work with county staff
 to have developed and approved content posted to county websites.
- The WCD will coordinate with county staff on what the focus outreach messaging should be prior to each event.

EXHIBIT B - BUDGET Lake Whatcom Stormwater Outreach Assistance

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 \$64,600**. 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.

Position	Admir	n Specialist	Ed C	oordinator	Ed A	Assistant	LID	Specialist		Direct Cost			Labor		
Max 2023 Wage Rate/hour	\$	36.55	\$	40.53	\$	27.27	\$	36.55	Supplies,						Total
Est. 2023 Comp Rate/hour	\$	56.64	\$	70.62	\$	39.58	\$	56.35	Refreshment						Total
Contract Activities	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	s & Printing	Travel	Total Direct	Hours	Cost	Indirect 30%	
Task 1: Program Administra	ation										\$ -	98	\$ 5,840.28	\$ 1,752.08	\$ 7,592.36
Contract calendar		\$ -	4	\$ 282.48		\$ -		\$ -			\$ -	4	\$ 282.48	\$ 84.74	\$ 367.22
Invoicing	24	\$ 1,359.36	24	\$ 1,694.88		\$ -		\$ -			\$ -	48	\$ 3,054.24	\$ 916.27	\$ 3,970.51
Facilitate meetings		\$ -	12	\$ 847.44	24	\$ 949.92		\$ -			\$ -	36	\$ 1,797.36	\$ 539.21	\$ 2,336.57
Annual reporting		\$ -	10	\$ 706.20		\$ -		\$ -			\$ -	10	\$ 706.20	\$ 211.86	\$ 918.06
Task 2: General Education a	nd Outre	ach							i.		\$ 500.00	45	\$ 2,246.70	\$ 674.01	\$ 3,420.71
Other outreach events		\$ -	15	\$ 1,059.30	30	\$ 1,187.40		\$ -	\$ 400.00	\$ 100.00	\$ 500.00	45	\$ 2,246.70	\$ 674.01	\$ 3,420.71
Task 3: Neighborhood Nativ	ve Lands	caping Progra	ım Assist	ance							\$ 30,462.85	310	\$ 17,787.75	\$ 5,336.33	\$ 53,586.93
Outreach		\$ -	10	\$ 706.20	15	\$ 593.70	15	\$ 845.25	\$ 200.00		\$ 200.00	40	\$ 2,145.15	\$ 643.55	\$ 2,988.70
Landowner Coordination		\$ -		\$ -		\$ -	100	\$ 5,635.00		\$ 50.00	\$ 50.00	100	\$ 5,635.00	\$ 1,690.50	\$ 7,375.50
Materials and Project															
Implimentation		\$ -	30	\$ 2,118.60		\$ -	120	\$ 6,762.00	\$ 30,000.00	\$ 162.85	\$ 30,162.85	150	\$ 8,880.60	\$ 2,664.18	\$ 41,707.63
Wrap up		\$ -		\$ -		\$ -	20	\$ 1,127.00		\$ 50.00	\$ 50.00	20	\$ 1,127.00	\$ 338.10	\$ 1,515.10
Totals	24	\$ 1,359.36	105	\$ 7,415.10	69	\$ 2,731.02	255	\$ 14,369.25	\$ 30,600.00	\$ 362.85	\$ 30,962.85	453	\$ 25,874.73	\$ 7,762.42	\$ 64,600.00

Employee Title	Max 2023 Wage Rate/hour	202	stimated 23 Comp ste/hour
Planner	\$ 30.06	\$	45.58
Admin Specialist	\$ 36.55	\$	56.64
Habitat Planner	\$ 36.55	\$	63.61
Livestock Coordinator	\$ 38.23	\$	64.14
Habitat Coordinator	\$ 43.59	\$	77.61
Planner	\$ 28.64	\$	47.97
Ed Assistant	\$ 27.27	\$	39.58
Wetland Specialist	\$ 36.55	\$	61.93
Wildfire Specialist	\$ 30.06	\$	45.58
Data Specialist	\$ 31.57	\$	47.97
LID Specialist	\$ 36.55	\$	56.35
GIS Tech	\$ 44.33	\$	67.15
District Manager	\$ 54.59	\$	83.27
Ed Coordinator	\$ 40.53	\$	70.62
Scientist	\$ 30.06	\$	44.94

EXHIBIT C - INSURANCELake Whatcom Stormwater Outreach Assistance

Enduris

EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:

Whatcom Conservation District 6975 Hannegan Road Lynden, WA 98264

CERTIFICATE HOLDER:

Whatcom County 322 N. Commercial St., Suite 400 Bellingham, WA 98225-4042 MEMORANDUM#: 2023-00-271

EFFECTIVE: September 1, 2022 through August 31, 2023This is to certify that the Memorandum of Coverage has been issued to the

Insured/Participant for the period indicated.

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
Professional Liability	\$1,000,000	\$2,000,000
Personal Liability	\$1,000,000	\$2,000,000
Products – Complete Operation	\$1,000,000	\$2,000,000
AUTO LIABILITY	\$1,000,000	\$2,000,000
Combined Single Limit; Hired and Non-Owned; Temporary Substitute	\$1,000,000	\$2,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
Per Occurrence Aggregate	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
Property	N/A	N/A
Mobile Equipment		
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

Lake Whatcom Stormwater Outreach Assistance

Authorized Representative November 1, 2022



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:

- 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;
- 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.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-676

File ID: AB2022-676 Version: 1 Status: Agenda Ready

File Created: 11/15/2022 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: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to support operations at the permanent supportive housing facility known as Heart House in the amount of \$63,000 for a total amended contract amount of \$120,145

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Staff Memo, Proposed Amendment

See attachments

Attachments:

HISTORY OF LEGISLATIVE FILE						
Date:	Acting Body:	Action:	Sent To:			

Erika Lautenbach, MPH, Director

WHATCOM COUNTY Health Department



Amy Harley, MD, MPH, Co-Health Officer Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Lydia Place – Heart House Operations Contract Amendment #1

DATE: November 15, 2022

Attached is a contract amendment between Whatcom County and Lydia Place for your review and signature.

Background and Purpose

This contract provides operational funding, mainly personnel and related costs, for Lydia Place's permanent supportive housing program known as Heart House. Heart House is an 11-unit housing facility that provides housing to families with children exiting homelessness and includes an on-site and licensed childcare facility. Families will be referred to the facility through the Whatcom Homeless Service Center and will be prioritized based on their vulnerability and barriers to independent housing. Heart House will provide a supportive environment with services to help families heal from past trauma, overcome behavioral health challenges and achieve healthy outcomes for parents and children alike. This amendment extends the contract for an additional year, increases funding to reflect an annual budget, adds new reporting requirements, and updates the County's Contract Administrator.

Funding Amount and Source

Funding for this contract, in an amount not to exceed \$63,000 is provided by HB 1406 (Affordable & Supportive Housing – Sales & Use Tax) Funds. These funds are included in the 2023 budget. Council approval is required as the additional funding provided by this amendment exceeds 10% of the budget authorized by Council on 06/07/2022.

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



WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract Number: 202206015 – 1

Originating Departme	nt:					85 Health						
Division/Program: (i.e. Dept. Division and Program)						8550 Human Services / 855040 Housing						
Contract or Grant Administrator:						Barbara Johnson-Vinna						
Contractor's / Agency Name:						Lydia Place				1		
Is this a New Contra		not, is this an Am									Yes ⊠	No 🗆
Yes ☐ No	\square If I	Amendment or F	Rene	wal, (per	WCC	3.08.100 (a))	Original C	ontract #	<u>:</u>		20220	6015
Does contract requi	re Council Ap	proval?	es [⊠ No	П	If No, include	WCC:					
Already approved?					_	(Exclusions see:		unty Codes	3 06 010 3	3 08 090	0 and 3 08 10	0)
1 41						<u> </u>			0.00.01010		<u> </u>	<u> </u>
Is this a grant agree		If was arrantem				na h a m/a).			CED 4#.			
Yes No		If yes, grantor	agei	icy contrac	CLITIUI	nber(s).			CFDA#:			
Is this contract gran	t funded?											
Yes ☐ No	\boxtimes	If yes, Whatco	m Co	ounty gran	nt con	tract number(s):						
Is this contract the r	esult of a RFF	or Rid process?)					Contrac	rt Cost			
Yes □ No		, RFP and Bid nu		r(s):	Sole	Source		Center:		1291	100	
Is this agreement ex			No		s 🖂					•		
•			INO		:S 🔼							
If YES, indicate exclu			1/11									
		ement for certifie	d/IICE	ensea pro	tessi			raial aff th	م داد کام داد	(COTC)	
☑ Contract work is☐ Contract work is						☐ Contract for Commercial off the shelf items (COTS). ☐ Work related subcontract less than \$25,000.						
		en Governments)				☐ Public Works - Local Agency/Federally Funded FHWA.						
	,	,										
Contract Amount:(su		contract amount a	and			oval required for; a professional serv						
any prior amendmen \$ 57,145	.5).					0% of contract am						reater triair
This Amendment Am	oriut.			1. E	xercisi	ng an option cont	ained in a c	ontract pre	viously ap	proved	d by the cou	
\$ 63,000	ourit.				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.							
Total Amended Amo	unt:		1			oproved by counc ward is for supplic		i budget ap	opropriatio	on ordin	nance.	
\$ \$120,145						ent is included in		of the Bud	get Ordina	ance		
T T -7 -				5. C	ontrac	t is for manufactu	rer's technic	cal support	and hard	ware m		
					electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.					the		
Summary of Scope:	This contract	provides funding	for L									ith 11
units intended to serv												/IUI I I
	0111041010 1111	ar ormarorr oxport	Orioni	19 110111010	001100	o and integrated	a will all o	11 0110 1100	11000 01111	acai c	idolity.	
Term of Contract:	1 Year					Expiration Dat	e:	12/31/20	23			
	1. Prepare	d by:		JT					Date:	9/23	3/2022	
Contract Routing:		udget Approval		KR/JG					Date:	10/	31/2022	
	Attorney		-+	RB					Date:	_	09/2022	
		nce reviewed:		Bbennett					Date:	11/	14/2022	
		ved (if IT related):							Date:			
	6. Contract	or Review:							Date:			
	7. Submitte	ed to Exec.:							Date:			
		approved (if neces	sary):	AB202	22-67	<u> </u>			Date:			
	9. Executiv	e signed:							Date:			
	10. Origina	I to Council:							Date:			

202206015 - 1

WHATCOM COUNTY CONTRACT AMENDMENT HEART HOUSE – PERMANENT SUPPORTIVE HOUSING

PARTIES:

Whatcom County AND CONTRACTOR:

Whatcom County Health Department Lydia Place 509 Girard Street PO Box 28487

Bellingham, WA 98225 Bellingham, WA 98228

CONTRACT PERIODS:

Original: 06/01/2022 – 12/31/2022 Amendment #1: 01/01/2023 – 12/31/2023

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

DESCRIPTION OF AMENDMENT:

- 1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".
- 2. Amend the original contract "General Terms, Section 37.1, Administration of Contract" and "General Terms, Section 37.2, Notice" to replace the County Contract Administrator, as follows:

Whatcom County Health Department Barbara Johnson-Vinna, Program Specialist 509 Girard Street Bellingham, WA 98225 360-778-6046

- BJJohnso@co.whatcom.wa.us
- 3. Amend Exhibit A Scope of Work to update reporting requirements.
- 4. Amend Exhibit B Compensation to reflect the 2023 budget.
- 5. Funding for this contract period (01/01/2023 12/31/2023) is not to exceed \$63,000.
- 6. Funding for the total contract period (06/01/2022 12/31/2023) is not to exceed \$120,145.
- 7. All other terms and conditions remain unchanged.
- The effective start date of the amendment is 01/01/2023.

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

APPROVAL AS TO PROGRAM:		
ALTROVAL ACTO TROCKS IN.	Date	
DEPARTMENT HEAD APPROVAL:_	Erika Lautenbach, Health Department Director	Date
APPROVAL AS TO FORM:Royce	Date	
FOR THE CONTRACTOR:		
	Emily O'Connor, Executive Director	I
Contractor Signature	Print Name and Title	Date
FOR WHATCOM COUNTY:		
Satpal Singh Sidhu, County Execu	utive	Date

CONTRACTOR INFORMATION:

Lydia Place PO Box 28487 Bellingham, WA 98228

EXHIBIT "A" – Amendment #1 (SCOPE OF WORK)

I. Background

As outlined in the Whatcom County Strategic Plan to End Homelessness, the housing service continuum for Whatcom County community members relies on a range of interventions to deliver appropriate services based on the assessed needs of households experiencing homelessness. One such strategy, *permanent supportive housing (PSH)*, has not been provided with sufficient capacity to meet the need for households that include children experiencing homelessness. The shortage of PSH units for this population has led to a large and growing backlog of unserved families; as of January 2022, the number of Whatcom County households eligible and waiting for this type of service was at least 68, as reported by the Whatcom Homeless Service Center. The long wait for placement in PSH units increases the amount of time these families spend without safe and stable housing and prolongs their exposure to the harms associated with homelessness, which have been shown to correlate with future homelessness and other adverse health impacts for those children. The goal of this project is to decrease family homelessness immediately and reduce corresponding episodes of new homelessness in future generations.

This contract, supported by HB 1406 funding, will help fund operations for these new units of supportive housing as allowed by RCW 82.14.540.

II. Definitions

	A long-term evidence-based best practice housing solution for
Permanent Supportive Housing (PSH)	vulnerable families with persistent challenges to stable housing. This
remailent Supportive Housing (FSH)	intervention offers rental assistance as well as case management to
	support long-term stability and increase wellbeing of the household.
	A coordinated entry system assesses households in need of housing
	services to determine each household's urgency of need as well as the
Coordinated Entry	intervention type that would be most appropriate. The coordinated
Coordinated Entry	entry system refers households to fill project vacancies as they occur.
	The system links individual households with partner agencies who
	provide the direct services for those clients.

III. Statement of Work

The Contractor will:

- a. Provide safe and reliable housing for 11 households. Each household will include children experiencing homelessness and be referred by the Whatcom Homeless Service Center's Coordinated Entry referral system.
- b. Provide case management for individual households who will be residing at Heart House to remove barriers to housing stability and improve health and wellbeing for those families. This will include creating housing stability plans to help manage conflict, creating budgets to promote financial wellbeing and working to resolve debt and/or credit challenges that could make future independent tenancy more likely.
- c. Provide supportive services that facilitate and encourage connections to external community resources including, but not limited to, assistance through Washington State Department of Social and Health Services, medical insurance coverage, behavioral health treatment services, enrollment in childcare for children between one and five years of age, occupational support, and other community engagement activities, as appropriate.

IV. <u>Program Requirements</u>

- Households will only be admitted to the housing units based on referrals from Whatcom County's Coordinated Entry lead agencies. Vulnerable families who are experiencing homelessness will be prioritized.
- Ensure that residents understand their rights to file grievances with the Whatcom County Health
 Department and the Whatcom Homeless Service Center and are provided full access to a grievance
 filing process.
- c. Provide training to all staff that includes Trauma Informed Care, Cultural Humility, motivational interviewing, and basic first aid.
- d. All households will participate in the Washington State Homeless Management Information System (HMIS). Anonymous participation is acceptable.
- e. As landlord and property manager, Lydia Place will comply with all requirements of Washington State's Landlord Tenant Act laws.
- f. Discharge summaries, including exit destinations for exiting households, will be provided to Whatcom County Health Department within two weeks following the end of each operational quarter.

V. Program Outcomes

- a. Vacancies will be filled within a month from the previous household's exit date.
- b. Fewer than 10% of household exits will occur before the household has either achieved a minimum of 12 months of housing stability at Heart House or identified an alternative housing arrangement that provides long-term support to the family.

VI. Reporting Requirements

Current quarterly reporting templates for permanent supportive housing programs may be accessed at: https://www.whatcomcounty.us/DocumentCenter/View/69030/Permanent-Supportive-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. 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.

Reports will include:

- a. Number of household units of capacity at the facility.
- b. Number of occupied units on the last day of the quarter.
- c. Number of new admissions during the quarter.
- d. Total number of households that exited the facility and the living situation they exited to.

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 – Amendment #1 (COMPENSATION)

Source of Funding and Budget: The source of funding for this contract, in an amount not to exceed \$63,000 is HB 1406 – Affordable & Supportive Housing Funds. The budget for this contract is as follows:

*Cost Description	Documents Required with Invoices	Budget		
Case Management and Program Management Staff	Approved Composite Billing Rate Worksheet for each staff member and timesheets for the period.	\$52,273		
Mileage	Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled, federal reimbursement rate (per www.gsa.gov) and a brief description of the purpose of travel.	\$1,000		
Supplies & Postage		\$2,000		
Utilities & Phone	GL Detail; invoices or receipts	\$1,000		
Professional Services		\$1,000		
	SUBTOTAL	\$57,273		
Indirect costs at 10% of subtotal				
	TOTAL BUDGET:	\$63,000		

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

Invoicing:

- 1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above.
- 2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
- 3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The county may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- 4. Invoices must include the following statement, with an authorized signature and date: I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
- 5. <u>Duplication of Billed Costs or Payments for Service</u>: 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.

^{**}Under no circumstances shall indirect costs exceed the amount indicated above.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-679

File ID: AB2022-679 Version: 1 Status: Agenda Ready

File Created: 11/15/2022 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: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Julota to integrate data among various data storage platforms used to track and monitor services and care provided to individuals frequently seen by the Health Department's Response Systems Division Programs in the amount of \$85,207 for a total amended contract amount of \$168,418

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Staff Memo, Proposed Amendment

See attachments

Attachments:

HISTORY OF LEGISLATIVE FILE				
Date:	Acting Body:	Action:	Sent To:	

Erika Lautenbach, MPH, Director

WHATCOM COUNTY Health Department



Amy Harley, MD, MPH, Co-Health Officer Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Julota – Community Information Platform Software Contract Amendment #3

DATE: November 15, 2022

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

Background and Purpose

Julota is a web-based and mobile integrated software platform utilized by multiple agencies including EMS and the Health Department's Ground-Level Response and Coordinated Engagement (GRACE), Law Enforcement Assisted Diversion (LEAD), and Alternative Response Team (ART) Programs. Julota's services are utilized to track and monitor services and care provided to individuals frequently seen in each program. This amendment updates 2023 pricing and increases funding by \$12,976 to support those increases and to reflect annual costs for ART Program services (previously approved as 6-month costs in amendment #2).

Funding Amount and Source

Funding for this contract, in an amount not to exceed \$85,207 (\$78,315 + 6,892 tax) in 2023, is provided by the Behavioral Health Program GRACE Fund (in the amount of \$19,447), Washington State Health Care Authority LEAD Funds (in the amount of \$31,410), City of Bellingham grant funds to support the ART Program (in the amount of \$19,447), and EMS Fund (in the amount of \$14,903). These funds will be included in the 2023 budget. Council approval is required as funding exceeds 10% of the amount approved by Council on 06/23/2022.

Please contact Malora Christensen, Response Systems Manager at 360-778-6131 (MChriste@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 Number: 202111020 – 3

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department:				85 Health						
Division/Program: (i.	e. Dept. Div	ision and Program)			Response Systems Division / Alternative Response Team					
Contract or Grant Ac	lministrator	:			Malora Christensen					
Contractor's / Agenc	y Name:				Julota					
Is this a New Contr					al to an Existing Contract? C 3.08.100 (a)) Original Contract #:				Yes ⊠ No □ 202111020	
162 INO		II Amendment of Nent	wai, (pe	H VVCC	3.00.100 (a)) V	Jugina	ii Contract f	<i>†</i> .	202111020	
Does contract requ			N	lo 🗌	If No, include	WCC:				
Already approved?	Council A	pproved Date:			(Exclusions see: V	Vhatcom	County Codes	3.06.010, 3.0	08.090 and 3.08.100)	
	s this a grant agreement?									
		1 7 7 0					1		•	
Is this contract gran Yes ⊠ No		If yes, Whatcom C	ounty gr	ant con	tract number(s):		202204	1045 / 2022	202027	
Is this contract the	result of a F	RFP or Bid process?				Cont	ract Cost	124119 /	124132 / 130100 /	
Yes □ No		es, RFP and Bid number	er(s):	Sole	Source	Cent		124134		
			` '							
Is this agreement e	excluded tro	m E-Verify? No) [Yes ⊠						
If YES, indicate exclu	usion(s) bel	ow:								
☐ Professional s	ervices ag	reement for certified/lic	ensed p	rofessio	onal.					
	s for less th	nan \$100,000.	•		☐ Contract for	r Com	mercial off th	ne shelf iter	ns (COTS).	
☐ Contract work i	s for less th	nan 120 days.			☐ Work related subcontract less than \$25,000.					
☐ Interlocal Agree	ement (betv	veen Governments).			☐ Public Wor	ks - Lo	cal Agency/	Federally F	Funded FHWA.	
Contract Amount (su	ım of origin	al contract amount and	Counc	cil approv	/al required for: all	propert	v leases, con	tracts or bid	awards exceeding \$40,000,	
any prior amendmen	•	ar contract arrivant arra							ease greater than \$10,000 or	
\$ 83,211					ct amount, whiche				•	
This Amendment An	nount:				ing an option contained in a contract previously approved by the council.					
\$ \$85,207 (inclu					act is for design, construction, r-o-w acquisition, prof. services, or other capital costs					
Total Amended Amo					roved by council in a capital budget appropriation ordinance. or award is for supplies.					
\$ 168,418	· Giriti						" of the Ruda	et Ordinand	Δ	
Ψ 100,+10				' '						
									from the developer of	
			ļŗ	roprieta	ry software current	ly used	by Whatcom	County.	·	
Summary of Scope:	Julota is a	web-based and mobile	integrate	d softwa	are utilized by mi	ultiple V	Vhatcom Co	ounty agen	cies to track and monitor	
services and care pr	ovided to in	dividuals within the GRA	ACE, LEA	AD, and	EMS systems.					
Term of Contract:	6 ve	ears, 4 months			Expiration Date	e:	12/31/20)27		
	1. Prep	· · · · · · · · · · · · · · · · · · ·	JT				1 1 1 1 1 1 1	Date:	09/01/2022	
Contract Routing:		h Budget Approval	KR/JG					Date:	09/30/2022	
		ney signoff:	RB					Date:	10/03/2022	
		inance reviewed:	Bbennet	t				Date:	11/15/2022	
		viewed (if IT related):						Date:		
		ractor signed:						Date:		
		utive Contract Review:						Date:		
	0 0	poil approved /f =======	 	V D O O O O	670			Data		
		ncil approved (if necessary) utive signed:	. <i>'</i>	AB2022-	019			Date:		
	9. EXEC	uuve signeu.						Date.		
	10. Orig	ginal to Council:						Date:		

Whatcom County Contract Number:

202111020 - 3

Addendum #3 to Statement of Work No. 1

This Addendum #3 to Statement of Work No. 1 (the "Addendum"), executed on the date(s) set forth below, is by and between TouchPhrase Development, LLC a Colorado limited liability company ("Julota") and Whatcom County, Washington ("Customer") (collectively, the "Parties"). The "Effective Date" of this Addendum is January 1, 2023..

WHEREAS, the Parties previously agreed to a Software as a Service (SaaS) Agreement, dated October 15, 2021 (the "Agreement") and a Statement of Work No. 1, dated October 15, 2021 (the "SOW" or "Statement of Work No. 1");

WHEREAS, the Parties previously entered into Addendum #1 to Statement of Work No. 1 with an effective date of May 1, 2022 ("Addendum #1");

WHEREAS, the Parties previously entered into Addendum #2 to Statement of Work No. 1 with an effective date of June 16, 2022 ("Addendum #2");

WHEREAS, Customer desires to extend the term for the SOW and Addendum #2;

WHEREAS, the Parties desire to update the pricing for the Services in the SOW, Addendum #1 and Addendum #2; and

WHEREAS, except as set forth in the Addendum, all other terms of the Agreement, SOW, Addendum #1 and Addendum #2 remain in effect, as revised and/or updated by Addendum #1 and Addendum #2.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. General Provisions

- a. All capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the SOW as revised and/or updated by Addendum #1 and Addendum #2, and, unless otherwise specified, references to Sections refer to Sections in the applicable SOW, Addendum #1 or Addendum #2. Any capitalized terms set forth below shall become part of the defined terms in the SOW as additional definitions or, unless otherwise indicated as a supplement to an existing definition, shall replace in full the same definition set forth in the SOW.
- b. This Amendment may be executed by electronic signature and may be executed in counterparts, each of which when so delivered shall be deemed an original, and all of which shall constitute one and the same agreement.
- c. Except as expressly stated otherwise in this Addendum, this Addendum is intended to supplement, and not to supersede the SOW or the Agreement. Except as expressly stated otherwise in this Addendum, in the event of any inconsistency between this Addendum and the Agreement or the SOW, the Agreement, the SOW, Addendum #1 and Addendum #2 shall control.

2. AMENDMENT.

- a. Section 1. TERM.
 - i. Section 1 (Term) of Appendix 1 to the SOW is deleted in its entirety and replaced with the following:
 - 1. <u>Term</u>: The SOW shall be effective until 11:59 pm MT on 12/31/2023, after which date this SOW shall automatically renew for successive 1-year periods, not to exceed four (4) years (each, a "Renewal Term"), or

until such time as either party elects not to renew this SOW by providing written notice of non-renewal to the other party at least 60 days prior to the expiration of the Initial Term or the current Renewal Term.

b. Section 5. Term.

- i. Section 5 (Term) of Addendum #2 to the SOW is deleted in its entirety and replaced with the following:
 - 5. Term. The term for the "Enrollment Module" and "Eligibility Service" provided for in this Addendum shall be from the Effective Date and ending 11:59 pm MT on 12/31/2023, after which date this SOW shall automatically renew for successive 1-year periods, not to exceed four (4) years (each, a "Renewal Term"), or until such time as either party elects not to renew this SOW by providing written notice of non-renewal to the other party at least 60 days prior to the expiration of the Initial Term or the current Renewal Term.
- c. The fees for the SOW, Addendum #1, Addendum #2 and Addendum #3 for services described in the table below will go into effect for the listed services at 12:00 am MT on 1/1/2023. This Addendum does not amend the terms set forth in the SOW, Addendum #1 and Addendum #2 upon which Julota may increase fees.

Recurring Annual Fees Schedule (non-refundable): Whatcom

	Units:	Unit Price	Price:
Software License	1	\$ 13,450	\$ 13,450
Software License	!	Ψ 10,430	ψ 10,400
Services:			
Eligibility Evaluation	1	\$ 380	\$ 380
LEAD Triage Service	1	\$ 380	\$ 380
Eligibility Service (ART)	1	\$ 380	\$ 380
Indicate Service	0	\$ 380	\$ 0
Indicate Service	0	\$ 380	\$ 0
		7 777	7
Hubs:	1	\$ 5,800	\$ 5,800
11000		7 0,000	7 2,522
Interfaces:			
1-Directional	3	\$ 1,300	\$ 3,900
2-Directional	0	\$ 2,600	\$ 0
VPN	0	\$ 1,300	\$ 0
Trusted Partners:	10	\$ 110	\$ 1,100
Resources	120	\$ 0	\$ 0
Average Monthly Active Clients x	1,300	\$ 5.25	\$ 6,825
12			
Advanced Interface	1	\$ 9,900	\$ 9,900
Modules:			
Client Notifications	0	\$ 1,300	\$ 0
Surveys:	1	\$ 990	\$ 990
Digital Faxing:	0	\$ 990	\$ 0
Criminal History	1	\$ 990	\$ 990
Enrollments	1	\$ 990	\$ 990
Clinical:	1	\$ 990	\$ 990
Compliant Workflows:			
42 CFR pt 2	1	\$ 5,250	\$ 5,250
CJIS	1	\$ 5,250	\$ 5,250
Custom Report (up to 20 fields)	0	\$ 1,300	\$ 0
Custom Report (21 to 40 fields)	0	\$ 3,300	\$ 0
Data Extraction	2	\$ 1,300	\$ 2,600
Hosted Tableau 3yr Com	1	\$ 15,900	\$ 15,900
Add'l Hosted VPNs	0	\$ 650	\$ 0
Hosted Creator	1	\$ 2,200	\$ 2,200
Hosted Explorer	2	\$ 550	\$ 1,100
Hosted Viewer	3	\$ 330	\$ 990

Essential Account Management	1	\$ 5,250	\$ 5,250	
Premium Account Management	0	\$ 9,450	\$ 0	
Elite Account Management	0	\$ 37,000	\$ 0	
Subtotal			\$ 84,615	
Champion Discount	1	\$ - 6,000	\$ - 6,000	
Yearly Loyalty Discount	1	\$ - 100	\$ - 300	
Total Yearly Recurring Fee			\$ 78,315	

IN WITNESS WHEREOF, the Julota and Customer have executed this Addendum on the dates set forth below.

"Julota"	
TouchPhrase Development, LLC, a Colorado limited liability company	
By: Scott Cravens, CEO	_ Dated:
"Customer"	
Whatcom County, Washington	
BY:	Dated:

Satpal Singh Sidhu, County Executive

WHATCOM COUNTY:

DEPARTMENT HEAD APPR	ROVAL:		
	Erika Lautenbach, Health Department Director	Date	
APPROVAL AS TO FORM:_			
_	Royce Buckingham, Senior Civil Deputy Prosecutor	Date	

CONTRACTOR INFORMATION:

Julota

Scott Cravens, CEO 102 S Tejon Street, Suite 1100 Colorado Springs, CO 80903 720-639-4622 scott@julota.com



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-680

File ID: AB2022-680 Version: 1 Status: Agenda Ready

File Created: 11/16/2022 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: 12/06/2022 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 Sun Community Services for emergency shelter operations at Sun House, in the amount of \$482,755

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTOR	HISTORY OF LEGISLATIVE FILE						
Date:	Acting Body:	Action:	Sent To:				

Attachments: Staff Memo, Proposed Contract

Erika Lautenbach, MPH, Director

WHATCOM COUNTY Health Department



Amy Harley, MD, MPH, Co-Health Officer Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Sun Community Services – Emergency Shelter Operations and Maintenance Contract

DATE: November 16, 2022

Attached is a contract between Whatcom County and Sun Community Services for your review and signature.

Background and Purpose

Sun House is a nine-bed emergency shelter for adults with mental illness, some of whom have been discharged from correctional or mental health facilities or who have a history of homelessness. This contract provides funding for operations and maintenance at Sun House which includes reimbursement for costs including, but not limited to, personnel, operating supplies, utilities, etc. This contract is one of four contracts awarded as a result of RFP #22-33.

Funding Amount and Source

Funding for this contract, in an amount not to exceed \$482,755, is provided by local document recording fees, mental health millage, the behavioral health program fund, local HB 2060 funding, and local 1590 funding. 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 has been provided through previous contracts since 2012. This contract updates reporting requirements, revises funding sources and provides a budget increase of \$93,430 from the contract ending 12/31/22 (WC Contract #201811035), primarily to support an increase in staff salaries.

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





		WHATCOM COUNTY CONTRACT				Whatcom County Contract No.								
		INFORMATION SHEET												
Originating Departmen	 t:					85	Health							
Division/Program: (i.e.		and Program)			8550 Human Services / 855040 Housing									
Contract or Grant Adm						Ba	rbara Johnson	-Vinna	1					
Contractor's / Agency Name:						Su	n Community	Service	es					
Is this a New Contract	:t? If no	t. is this an Am	endn	nent or	Renev	val t	o an Existing (Contrac	ct?				Yes □	No □
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes □ No □ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:						# :								
Does contract require Council Approval? Yes ⊠ No □ If No, include WCC:														
Already approved? (Council Approv	red Date:				((Exclusions see: \	Nhatcon (n Cour	ty Codes	3.06.010, 3	.08.09	0 and 3.08.10	0)
Is this a grant agreem	nent?													
Yes □ No ▷		If yes, grantor	ager	ncy cor	ntract n	umb	er(s):				CFDA#:			
Is this contract grant f	unded?											-		
Yes □ No ▷	3	If yes, Whatco	m C	ounty (grant co	ontra	act number(s):							
Is this contract the res	sult of a RFP c	or Bid process?)							Contra	ct Cost	122	200 / 1241	12/
Yes ⊠ No □] If yes, F	RFP and Bid nu	ımbe	r(s):	22	2-33				Center		127	100 / 13310)0
Is this agreement exc	luded from E-	Verify?	No	\boxtimes	Yes [
If YES, indicate exclusi	on(s) below:													
☐ Professional ser		ent for certifie	d/lice	ensed	profes	sion	al.							
☐ Contract work is f							☐ Contract fo	or Com	merc	ial off th	ne shelf ite	ms (0	COTS).	
☐ Contract work is f	or less than 12	20 days.				١		ed sub	contra	ct less	than \$25,	000.	,	
☐ Interlocal Agreem	ent (between	Governments)					☐ Public Wo	rks - Lo	ocal A	gency/	Federally	Fund	ed FHWA.	
Contract Amount:(sum	of original cor	tract amount a	and	Coun	cil appr	oval	required for; all	propert	v leas	es. conti	racts or bid	award	ds exceedin	a \$40.000.
any prior amendments	•	ni doi di liodi i c					service contract							
\$ 482,755				10% of contract amount, whichever is greater, except when:										
This Amendment Amo	unt:			 Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs 										
\$							or design, const ⁄ council in a cap						s, or other ca	apitai costs
Total Amended Amour	nt:						l is for supplies.		uyet a	ppropria	illori ordiria	IIC C .		
\$							s included in Ex		3" of th	e Budge	et Ordinand	e		
<u>.</u>				5.	Contrac	ct is fo	or manufacturer	's techr	nical s	upport a	nd hardwa	re ma		
							d/or technical su					from	the develop	er of
Summary of Scope: T	hio contract nr	ovidoo fundino	for o				oftware current					altari	facility	
Summary of Scope. The	ilis contract pr	ovides lunding	101 0	perauc	ons and	ıma	imenance at t	ne Sur	ı nou:	se eme	rgency sn	eilei i	iacility.	
Term of Contract:	1 Year					Fy	piration Date:			12/31	/2023			
Contract Routing:	Prepared b				[oliation Dato.			12/01	Date:		08/26/202	22
	2. Health Bud	,	K	R/JG							Date:		10/31/20	
	3. Attorney sign	gnoff:	RE								Date:		11/09/202	
	4. AS Finance		Bb	ennett							Date:		11/15/202	22
		d (if IT related):									Date:			
	Contractor										Date:			
	7. Executive (Contract Review	' :								Date:			
	8. Council ap	proved (if neces	sary):								Date:			
	9. Executive s	signed:									Date:			
	10. Original to	Council:									Date:			

Whatcom County C	ontract No.

CONTRACT FOR SERVICES Between Whatcom County and Sun Community Services

Sun Community Services,	, hereinafter called Contractor and Whatcom County, hereinafter referred to as County, agree	and
contract as set forth in this	s Agreement, including:	

General Conditions, pp. 3 to 12, Exhibit A (Scope of Work), pp. 13 to 15, Exhibit B (Compensation), pp. 16 to 17, Exhibit C (Certificate of Insurance), p 18,

Exhibit D (Emergency Shelter Operations Guidelines), p. 19,

Exhibit E (WAC 246-888-020; Self Administration of Medication)

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 the Sun House emergency shelter 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 \$482,755. 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:

Sun Community Services 515 E Chestnut Street Bellingham, WA 98225

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

Denise Yorston, Executive Director	Date

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:

CONTRACTOR INFORMATION:

Sun Community Services 515 E Chestnut Street Bellingham, WA 98225 360-392-1324

WHATCOM COUNTY: Recommended for Approval:

sunhouse@suncommunity.comcastbiz.net

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 <u>Termination for Reduction in Funding:</u>

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 <u>Labor Standards:</u>

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 <u>Independent Contractor:</u>

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 <u>Patent/Copyright Infringement:</u>

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

- A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. Commercial General Liability

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

Annual Aggregate \$2,000,000.00

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

2. Business Automobile Liability

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

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

3. Additional Insurance Requirements and Provisions

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

- I. 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.
- 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

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 BJJohnso@co.whatcom.wa.us

Sun Community Services
Denise Yorston, Executive Director
515 E Chestnut Street
Bellingham, WA 98225
sunhouse@suncommunity.comcastbiz.net

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 <u>Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:</u>

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 <u>Contractor Commitments, Warranties and Representations:</u>

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 <u>Disputes:</u>

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 guo 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. <u>Background</u>

Sun Community Services operates Sun House as an emergency shelter for adults with a history of mental illness that are experiencing homelessness and/or being discharged from correctional and mental health facilities. This contract provides operational and maintenance funding for emergency shelter housing services at Sun House.

II. Statement of Work

A. The Contractor will:

- 1. Operate an emergency shelter facility with capacity for nine (9) beds that is staffed 24 hours per day, seven days per week.
- 2. Provide an evening meal and groceries for all other meals to residents.
- 3. Assist with medication self-administration as per WAC 246-888-020.
- Provide essential services to residents as described in 24 CFR § 576.102(a)(1).
- 5. Arrange transportation after regular business hours, when needed.
- 6. Provide linens and laundry facilities.
- 7. Serve all eligible individuals up to facility capacity at any one time, with social distancing measures implemented to reduce the risk of COVID-19.
- Provide personal protective equipment and COVID-specific supplies for staff and residents, as needed.

B. Service Requirements:

- 1. The Contractor will operate the facility in accordance with the Emergency Shelter Operations Guidelines attached as Exhibit D.
- 2. The gross monthly income of all individuals served must be 50% or below the area median income (AMI).
- 3. The priority populations to be served are adults experiencing homelessness that have a diagnosis of a serious mental illness and are exiting the Whatcom County Jail or other correctional facilities, or discharging from in-patient mental health facilities. Mental Health Court participant referrals may also be prioritized for Sun House. Individuals who have a mental illness, are experiencing homelessness and are highly vulnerable, per Whatcom Homeless Service Center assessment criteria, may be served as resources allow.
- 4. Residents are expected to be engaged in mental health services with a community provider and to have an individualized treatment/service plan.
- 5. Residents may stay at the facility for up to 90 days. Any exceptions to the 90-day limit must be approved in writing by the County Contract Administrator.
- 6. Staff will be trained in mental health awareness, de-escalation techniques and substance use issues.
- The Contractor will coordinate admissions through the Whatcom Homeless Service Center for residents referred by the County's contracted Re-Entry Specialist, the Western State Hospital Liaison, and other professionals designated by the County.

8. Staff will coordinate with each client's mental health provider to ensure relevant information sharing and discharge planning occurs, inclusive of housing and ongoing mental health treatment.

C. Other Requirements:

- 1. The Contractor will allow access for case managers to Sun House and will help coordinate resident's care with mental health service providers.
- 2. The Contractor will participate in housing system meetings, as arranged and convened by the Whatcom County Health Department and/or community partners.
- 3. The Contractor may refer Sun House residents to permanent housing placements.
- Contractor will adhere to written procedures for resident medication self-administration consistent with WAC 246-888-020 (see Exhibit D). These procedures will be followed by all staff that perform this activity.

III. Program Outcomes

During this contract period, the emergency shelter operated by the Contractor will deliver the following annual outcomes:

- A. At least 30 unique clients will be sheltered at the facility.
- B. Nine beds will either be in use or available for clients at the facility, with the exception of periods of increased local COVID-19 cases warranting a reduction in population to a maximum of 8 to reduce the risk of COVID-19 within the facility.
- C. The median length of stay for clients will be 90 days or less.
- D. All residents at the facility will be enrolled in entitlement programs and services for which they qualify and are necessary to their well-being.
- E. At least 50% of clients exit the facility into a stable housing situation.

IV. Reporting Requirements

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. <u>Budget and Source of Funding</u>: The source of funding for this contract, in an amount not to exceed \$482,755, is the Behavioral Health Program Fund, Mental Health Millage, local document recording fees, HB 2060 funding, and local 1590 funding. The budget for this contract is as follows:

*Cost Description	Documents Required Each Invoice	Budget
HB 2060 Funds		
Shelter Operations (including supplies,		
groceries, utilities, repairs & maintenance,	GL Detail	\$13,637
insurance, utilities, equipment)		
	HB 2060 Funds Subtotal \$1	3,637
Document Recording Fees		
Personnel – Wages & Benefits		\$150,225
Shelter Operations (including supplies,	GL Detail; invoices or receipts	
groceries, utilities, repairs & maintenance,	OL Detail, invoices of receipts	\$20,092
Insurance, utilities, equipment)		Ψ20,032
	Ground transportation, coach airfare and ferries will be	
	reimbursed at cost when accompanied by receipts.	
	Reimbursement requests for allowable travel must include	
	name of staff member, dates of travel, starting point and	
Travel and Training Expenses	destination, and a brief description of purpose. Receipts for	\$3,000
	registration fees or other documentation of professional	ψ0,000
	training expenses. Lodging and meal costs for training are	
	not to exceed the rates identified at www.gsa.gov, specific to	
	location. Receipts for meals are not required.	
	Document Recording Fees Subtotal \$17	73,317
Behavioral Health Program Fund		***
Personnel – Wages & Benefits	GL Detail	\$63,637
	Behavioral Health Program Fund Subtotal \$6	3,637
Mental Health Millage		A-0
Personnel – Wages & Benefits	GL Detail	\$76,577
4500 5 11	Mental Health Millage Subtotal \$7	76,577
1590 Funding	Cl Datail	¢444.700
Personnel – Wages & Benefits	GL Detail	\$111,702
	1590 Funding Subtotal SUBTOTAL	\$111,702
LID 2000 Fire de la diac et @400/	20BIO1AL	\$438,870
HB 2060 Funds Indirect @10%		\$1,363
Document Recording Fees Indirect @ 10%	a 100/	\$17,332
Behavioral Health Program Funds Indirect (DJ 10%	\$6,363
Mental Health Millage Indirect @ 10%		\$7,657
1590 Funds Indirect @ 10%	TOTAL	\$11,170
	TOTAL	\$482,755

^{*} 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 rates. 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 #) <u>HL-BusinessOffice@co.whatcom.wa.us</u>.

- 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. <u>Duplication of Billed Costs or Payments for Service:</u> 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.

<u>EXHIBIT "C"</u> (CERTIFICATE OF INSURANCE)

EXHIBIT "D"

(Emergency Shelter Operations Guidelines)

- All new staff members and at least annually thereafter, must have a clear criminal history background check. An employee will not be employed if their background check contains offenses that would disqualify them for employment, per DSHS.
- All direct contact staff members must have current CPR and First Aid Training.
- 3. All direct contact staff members will have a clear TB test to be conducted within the first 90 days of employment, or documentation of clear TB status.
- 4. All direct contact staff members must have a Food Handler's permit or CEUs in safe food handling and preparation.
- 5. Fire drills will be performed twice per quarter and all smoke detectors tested at least monthly.
- 6. The fire alarm system and fire extinguishers will be inspected annually.
- 7. All rooms that are in use for clients will meet fire egress standards.
- 8. The facility will remain ADA compliant.
- 9. Critical incidents will be reported to the Health Department within 24 hours (critical incidents are things like serious injury to a consumer, death, abuse).
- 10. All staff members will receive annual performance evaluations.
- 11. All residents will have a crisis plan and individual support plan developed within the first month of admission.
- 12. All residents will have a mental health diagnosis.
- 13. Consumers with a history of physical aggression, self-injury, fire-setting, and/or sexual crimes will be declined admission unless there is reason to believe such behavior is unlikely to occur again; this usually involves assessment and documentation by a psychiatrist.
- 14. Meals provided by Sun Community Service will be nutritionally complete, and food will be available to clients for meals and snacks that meet nutritional needs.
- 15. Clients will be provided privacy when meeting their service providers, if they desire.
- 16. Clients can make private phone calls if they wish.
- 17. Client mail will be given to the client unopened.
- 18. All medications will be kept in a locked storage container, unless the medication is needed for urgent PRN conditions, such as an inhaler for asthma, which the client may keep on their person, if desired.
- 19. Clients will be prompted to take medications as prescribed and staff will document when medications are taken.
- 20. Clients will be provided a minimum of 80 square feet per person of bedroom space.
- 21. Physical space for clients will be free from toxic chemicals and hazardous or unsafe conditions.
- 22. Smoking will only occur outdoors and at least 25 feet from doors and windows.
- 23. The client's right to privacy will be respected per accordance with HIPAA standards.
- 24. A process will be in place for evaluating and responding to allegations of abuse and neglect.

EXHIBIT "E"

(WAC 246-88-020 – Self-Administration of Medication)

What is self-administration with assistance and how is it different from independent self-administration of medication administration?

Self-administration with assistance means assistance with legend drugs and controlled substances rendered by a non-practitioner to an individual residing in a community-based care setting or an in-home care setting, which includes:

- 1. Reminding or coaching the individual to take their medication
- 2. Handing the medication container to the individual
- 3. Opening the medication container
- 4. Using an enabler
- Placing the medication in the hand of the individual/resident

The individual/resident must be able to put the medication into his or her mouth or apply or instill the medication. The individual/resident does not necessarily need to state the name of the medication, intended effects, side effects, or other details, but must be aware that he/she is receiving medications. Assistance may be provided with prefilled insulin syringes. Assistance is limited to handing the prefilled insulin syringe to an individual/resident. Assistance with the administration of any other intravenous and/or injectable medication is specifically excluded. The individual/resident retains the right to refuse medication. Self-administration with assistance shall occur immediately prior to the ingestion or application of a medication.

Independent self-administration occurs when an individual/resident is independently able to directly apply a legend drug or controlled substance by ingestion, inhalation, injection, or other means. In licensed boarding homes, self-administration may include situations in which an individual cannot physically self-administer medications but can accurately direct others per WAC 388-78A-300. These regulations do not limit the right of people with functional disabilities to self-direct care according to Chapter 74.39 RCW.

If an individual/resident is not able to physically ingest or apply a medication independently or with assistance, then the medication must be administered to the individual/resident by a person legally authorized to do so (e.g., physician, nurse, pharmacist). All laws and regulations applicable to a medication administration apply. If an individual/resident cannot safely administer medication or self-administer with assistance and/or cannot indicate awareness that he or she is taking a medication, then the medication must be administered to the individual/resident by a person legally authorized to do so.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-683

File ID: AB2022-683 Version: 1 Status: Agenda Ready

File Created: 11/16/2022 Entered by: JWiles@co.whatcom.wa.us

Department: Public Defender's **File Type:** Contract

Office

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Thomson Reuters for legal research purposes, in the amount of \$87,234.19

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Memorandum

HISTOI	IISTORY OF LEGISLATIVE FILE					
Date:	Acting Body:	Action:	Sent To:			

Attachments: Staff memo, Contract information, Proposed contract

WHATCOM COUNTY PUBLIC DEFENDER We listen. We care. We fight.

ASSISTANT CHIEF DEPUTY

Thomas H. Fryer

OFFICE ADMINISTRATOR Julie G. Wiles

INVESTIGATIVE SUPERVISOR Joe Dozal

INVESTIGATORS

Brandi Bowers Abby Goldman Kelsey Grindley Ryan Gray Susie Coberly

BEHAVIORAL HEALTH SPECIALISTS Nathan Bajema Courtney Taylor DIRECTOR

CHIEF DEPUTY Maialisa Vanyo

Starck M. Follis

215 N. Commercial Street Central Plaza Building Bellingham, Washington 98225

FAX (360) 778-5641

<u>pubdef@co.whatcom.wa.us</u>

https://www.whatcomcounty.us/311/Public-Defender

(360) 778-5640

SENIOR DEPUTY II Shoshana Paige

SENIOR DEPUTIES

Mamie G. Lackie Richard S. Larson Jane Boman Peter G. Ramey Krista van Amerongen Scott Schmidt C. Kurt Parrish

DEPUTIES

Timothy Arnold
John D. All
Kayla Wolfe
Matthew Mearns
Kathryn Brush
Sydney Miyahara
Eleanor R. White
Eric Mapes
Saybin Shankman
Kevin Flannery
Nathaniel L.J. Freimund

MEMORANDUM

TO:

Satpal Sidhu, County Executive

FROM:

Julie Wiles

Office Administrator, Whatcom County Public Defender's Office

SUBJECT:

Thomson Reuters/Westlaw Contract for 2022/2023

DATE:

November 16, 2022

I have enclosed the subject proposed contract agreement between the Whatcom County Public Defender's Office and Thomson Reuters for the time period of 12/1/22 to 12/31/24 for your review and approval.

Background and Purpose:

We have been contracting with Thomson Reuters for several years for the purpose of conducting legal research for clientele matters. This year the cost has gone up about 15% due to the new Westlaw Edge software that Thomson Reuters provides.

Funding Amount and Source:

We propose to pay the amount of \$87,234.19 over a 25-month period from 12/1/22 to 12/21/24 for this Westlaw Edge subscription from Westlaw/Thomson Reuters. The funding will come from cost center 2650 and 2662.

Differences from Previous Contract:

The current contract for Westlaw requires us to pay \$2,803.45 (plus taxes) per month. The new contract will cost \$3,223.96 (plus taxes) per month. This new contract will provide parity between the Public Defender's Office and the Prosecuting Attorneys' Office (the P.A.'s Office already utilizes the Westlaw Edge software).

Please contact Julie at extension 5646 if you have any questions or concerns regarding the terms of this agreement.

Enclosure:

Whatcom county Contract Information Sheet

Thomson Reuters Contract

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

	Public Defender's Office			
Originating Department:				
Division/Program: (i.e. Dept. Division and Program)	Julie Wiles			
Contract or Grant Administrator:				
Contractor's / Agency Name:	Thomson Reuters dba West Publishing			
Is this a New Contract? If not, is this an Amendment or Rer Yes O No O If Amendment or Renewal, (per V Does contract require Council Approval? Yes O No O	VCC 3.08.100 (a)) Original Contract #:			
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 O No O If yes, grantor agency contract	number(s): CFDA#:			
Is this contract grant funded? Yes O No O If yes, Whatcom County grant	contract number(s):			
Is this contract the result of a RFP or Bid process? Yes O No O If yes, RFP and Bid number(s):	Contract Cost Center: 2650 and 2662			
Is this agreement excluded from E-Verify? No • Yes C) If no, include Attachment D Contractor Declaration form.			
Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments). Contract Amount: (sum of original contract amount and any prior amendments): \$ 87,234.19 (includes tax) This Amendment Amount: Total Amended Amount: \$	Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Coval required for; all property leases, contracts or bid awards exceeding a professional service contract amendments that have an increase greater to 10% of contract amount, whichever is greater, except when: and an option contained in a contract previously approved by the council. It is for design, construction, r-o-w acquisition, prof. services, or other costs approved by council in a capital budget appropriation ordinance. It is for supplies. The supplies of the Budget Ordinance. The strict is included in Exhibit "B" of the Budget Ordinance. The supplies of the Budget Ordinance of the systems and/or technical support and hardware maintenance of the systems and/or technical support and software maintenance from the per of proprietary software currently used by Whatcom County. The supplies of the supplies of the Budget Ordinance. The supplies of the Budget Ordina			
Term of Contract: 12/1/22 to 12/31/24	Expiration Date: 12/31/24			
Contract Routing: 1. Prepared by: Julie Wiles 2. Attorney signoff: Karen Frahu 3. AS Finance reviewed: M Caldwell	Date: 11/15/22 Date: 11/15/22 Date: 11/15/22			
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:			

Julie Wiles

To:

Karen Frakes

Subject:

RE: Westlaw contract for 2023/2024 with one month bridge for next month is attached

for your review/approval.

Thank you!

From: Karen Frakes

Sent: Tuesday, November 15, 2022 5:19 PM
To: Julie Wiles < JWiles@co.whatcom.wa.us>

Subject: Re: Westlaw contract for 2023/2024 with one month bridge for next month is attached for your

review/approval.

You have my permission to sign for me.

From: Julie Wiles < JWiles@co.whatcom.wa.us > Sent: Tuesday, November 15, 2022 4:31 PM
To: Karen Frakes < KFrakes@co.whatcom.wa.us >

Subject: FW: Westlaw contract for 2023/2024 with one month bridge for next month is attached for your

review/approval.

From: Marianne Caldwell

Sent: Tuesday, November 15, 2022 4:25 PM
To: Julie Wiles < JWiles@co.whatcom.wa.us>

Subject: RE: Westlaw contract for 2023/2024 with one month bridge for next month is attached for your

review/approval.

Here ya go. Make sure you put a cover memo on it that explains the 15% increase. Use the format for contract cover memos that is in Forms on Inside Whatcom.

Marianne Caldwell

Sr. Budget Analyst, Finance

From: Julie Wiles < <u>JWiles@co.whatcom.wa.us</u>> Sent: Tuesday, November 15, 2022 3:46 PM

To: Marianne Caldwell < MCaldwel@co.whatcom.wa.us>

Subject: Westlaw contract for 2023/2024 with one month bridge for next month is attached for your review/approval.



Order Form

Order ID: Q-04519136

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Sold To Account Address Account #: 1000700107 WHATCOM COUNTY PUBLIC DEFENDER 215 N COMMERCIAL ST BELLINGHAM WA 98225-4409 US **Shipping Address** Account #: 1000700107 WHATCOM COUNTY PUBLIC DEFENDER 215 N COMMERCIAL ST BELLINGHAM WA 98225-4409 US

Billing Address Account #: 1000700107 WHATCOM COUNTY PUBLIC DEFENDER 215 N COMMERCIAL ST BELLINGHAM, WA 98225-4409

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- Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

located is **Federal** Subscribers Conditions for **Terms** and Reuters General https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,223.96	24

CINTER IN S	THE RESERVE OF THE PARTY OF THE	Bridge Products			
Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Tern (Months)
40757482	West Proflex	1	Each	\$2,803.45	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- •Campus Research
- Contract Express
- Hosted Practice Solutions
- •ProView eBooks
- Time and Billing
- •West km Software
- •West LegalEdcenter
- Westlaw
- •Westlaw Doc & Form Builder
- •Westlaw Paralegal
- •Westlaw Patron Access
- · Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-04519136		
Signature of Authorized Representative for order	Title	
Printed Name	Date	

This Order Form will expire and will not be accepted after 11/30/2022.



Attachment

Order ID: Q-04519136

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account Account Number: 1000700107

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Wiles, Julie

Email: jwiles@co.whatcom.wa.us

eBilling Contact

Contact Name Julie Wiles

Email jwiles@co.whatcom.wa.us

ProFlex Multiple Location Details							
Account Number	Account Name	Account Address	Action				
1000700107	WHATCOM COUNTY	215 N COMMERCIAL ST BELLINGHAM	New				
	WHATCOM COUNTY	WA 98225-4409 US					

		ProFlex P	roduct Details				
Ouantity Unit Service Material # Description							
2 uantity	Each	40757482	West Proflex				
25	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Governmen				
25	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government				

STEARCH AS THE PUBLISHED		Account Contacts		
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description	
ulie	Wiles	jwiles@co.whatcom.wa.us	EML PSWD CONTACT	

	Lapsed Products
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

				Charges I	During Mini	mum Term	V 1 5.4			
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$3,223.96	2.00	\$3288.44	N/A	\$N/A	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

	,	
Originating Department:		
Division/Program: (i.e. Dept. Division and Program)		
Contract or Grant Administrator:		
Contractor's / Agency Name:		
<u> </u>	andmont or Don	ewal to an Existing Contract? Yes No
		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes No If yes, grantor a	gency contract	number(s): CFDA#:
Is this contract grant funded? Yes No If yes, Whatcon	n County grant	contract number(s):
Is this contract the result of a RFP or Bid process	37	Contract
Yes No If yes, RFP and Bid nur		Cost Center:
Is this agreement excluded from E-Verify? N	o Yes	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below:		
 □ Professional services agreement for certifi □ Contract work is for less than \$100,000. □ Contract work is for less than 120 days. □ Interlocal Agreement (between Government) 	-	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA.
Contract Amount:(sum of original contract	Council appro	aval required for; all property leases, contracts or bid awards exceeding
amount and any prior amendments):	\$40,000 , and p	professional service contract amendments that have an increase greater
\$		or 10% of contract amount, whichever is greater, except when: g an option contained in a contract previously approved by the council.
This Amendment Amount:		is for design, construction, r-o-w acquisition, prof. services, or other
\$	capital co	osts approved by council in a capital budget appropriation ordinance.
Total Amended Amount:		vard is for supplies. In this included in Exhibit "B" of the Budget Ordinance.
\$		is for manufacturer's technical support and hardware maintenance of
G CG	electronic	e systems and/or technical support and software maintenance from the
Summary of Scope:	develope	r of proprietary software currently used by Whatcom County.
Term of Contract:		Expiration Date:
Contract Routing: 1. Prepared by:		Date:
2. Attorney signoff:		Date:
3. AS Finance reviewed:		Date:
4. IT reviewed (if IT related):		Date:
5. Contractor signed:6. Submitted to Exec.:		Date: Date:
7. Council approved (if necess	ary):	Date:
8. Executive signed:		Date:
9. Original to Council:		Date:



Order Form

Order ID: Q-04519136

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1000700107
WHATCOM COUNTY
PUBLIC DEFENDER
215 N COMMERCIAL ST
BELLINGHAM WA 98225-4409 US

Shipping Address Account #: 1000700107 WHATCOM COUNTY PUBLIC DEFENDER 215 N COMMERCIAL ST BELLINGHAM WA 98225-4409 US Billing Address
Account #: 1000700107
WHATCOM COUNTY
PUBLIC DEFENDER
215 N COMMERCIAL ST
BELLINGHAM, WA 98225-4409
US

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- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,223.96	24

	Brid	ge Products			
Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$2,803.45	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- •Campus Research
- Contract Express
- Hosted Practice Solutions
- •ProView eBooks
- Time and Billing
- •West km Software
- •West LegalEdcenter
- •Westlaw
- •Westlaw Doc & Form Builder
- •Westlaw Paralegal
- •Westlaw Patron Access
- •Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-04519136		
Signature of Authorized Representative for order	Title	
Printed Name	Date	

This Order Form will expire and will not be accepted after 11/30/2022.



Attachment

Order ID: Q-04519136

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000700107

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Wiles, Julie Email: jwiles@co.whatcom.wa.us

eBilling Contact

Contact Name Julie Wiles

Email jwiles@co.whatcom.wa.us

ProFlex Multiple Location Details						
Account Number	Account Name	Account Address	Action			
		215 N COMMERCIAL ST				
1000700107	WHATCOM COUNTY	BELLINGHAM	New			
		WA 98225-4409 US				

ProFlex Product Details							
Quantity	Unit	Service Material #	Description				
1	Each	40757482	West Proflex				
25	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government				
25	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government				

Account Contacts							
Account Contact	Account Contact	Account Contact	Account Contact				
First Name	Last Name	Email Address	Customer Type Description				
Julie	Wiles	jwiles@co.whatcom.wa.us	EML PSWD CONTACT				

Lapsed Products					
Sub Material	Active Subscription to be Lapsed				
40757481	West Proflex				

				Charges I	During Mini	mum Term				
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$3,223.96	2.00	\$3288.44	N/A	\$N/A	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-684

File ID: AB2022-684 Version: 1 Status: Agenda Ready

File Created: 11/16/2022 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: 12/06/2022 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 Domestic Violence & Sexual Assault Services to operate emergency domestic violence shelters, in the amount of \$50,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Staff Memo, Proposed Contract

See attachments

Attachments:

HISTOR	Y OF LEGISLATIVE FILE		
Date:	Acting Body:	Action:	Sent To:

Erika Lautenbach, MPH, Director

WHATCOM COUNTY Health Department



Amy Harley, MD, MPH, Co-Health Officer Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Domestic Violence & Sexual Assault Services (DVSAS) – Emergency Shelter Contract

DATE: November 16, 2022

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

Background and Purpose

DVSAS has operated Whatcom County's only emergency domestic violence shelter since 2014. This contract provides funding for personnel and other costs necessary to operate and maintain three safe shelters in Whatcom County which include a 21-bed house for women with children and two other houses (totaling 16 beds) for single women.

Funding Amount and Source

Funding for this contract, in an amount not to exceed \$50,000, is provided by HB 2060 Low-Income Housing Funds. 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 has been provided through previous contracts since 2012. This contract includes new reporting requirements but makes no significant changes to the scope of work from the contract currently in place (WC Contract #201812008).

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



		WHATCOM COUNTY CONTRACT INFORMATION SHEET					Whatcor	n Cour	nty Contract No.	
Originating Departmen	t: 85 Health						l .			
Division/Program: (i.e. Dept. Division and Program)					8550 Human Services / 855040 Housing Program					
Contract or Grant Administrator:					Chris D'Onofrio					
Contractor's / Agency I	Name:				Domestic Violend	e & Sexu	al Assaul	t Services	,	
la thia a Navy Cantra	بري د ا	t is this are Areas	admant as D		alto on Eviation (CombractO				Vaa 🗆 Na 🖂
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Yes ⊠ No □] III AI	nenument of Re	enewai, (pe	IVVC	C 3.08.100 (a))	Original C	Jonilaci	₩.		
Does contract require	Council Appr	roval? Ye	es 🖂 No) [If No, include	WCC:				
Already approved? (Council Approv	ved Date:			(Exclusions see: \	Whatcom Co	ounty Code	s 3.06.010, 3	3.08.090) and 3.08.100)
1 4 4	10				1					
Is this a grant agreem		16 (OED A //		
Yes No D		If yes, grantor a	gency contr	act nu	ımber(s):			CFDA#:		
Is this contract grant t		16	. 0							
Yes ☐ No ▷		if yes, vvnatcon	n County gra	ant co	ntract number(s):					
Is this contract the res	sult of a RFP of	or Bid process?					Contra	ct Cost		
Yes ⊠ No □		RFP and Bid nun	nber(s):	22-	-33		Center		1211	100
Is this agreement exc	luded from E-	Verify?	No 🔲 N	′es [∑						
				<u> </u>	-					
If YES, indicate exclusion		ant for partified	/licopood pr	ofooo	ional					
 □ Professional services agreement for certified/licensed professional. □ Contract work is for less than \$100,000. □ Contract for Commercial off the shelf items (COTS). 					COTC)					
☑ Contract work is f☐ Contract work is f					☐ Contract for Commercial off the shelf items (COTS).☐ Work related subcontract less than \$25,000.					
☐ Interlocal Agreem					☐ Public Wo					od EH/MA
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Contract Amount:(sum		ntract amount an	d Council							ds exceeding \$40,000,
any prior amendments):								ease g	reater than \$10,000 or
\$ 50,000				10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council.						
This Amendment Amo	unt:	1								
\$			ар	approved by council in a capital budget appropriation ordinance.						
Total Amended Amour	it:	1		3. Bid or award is for supplies.						
\$			4. Ed	quipme	ent is included in Ex	khibit "B" of	the Budge	et Ordinand	:e	
										ntenance of electronic
				systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.						trie developer of
Summary of Scope: T	his contract pr	rovides fundina fo							acilities	S.
, , , , , , , , , ,		3								
Term of Contract:	1 Year				Expiration Date:		12/3	1/2023		
Contract Routing:	Prepared b			<u> </u>		l l		Date		09/07/2022
Ü	2. Health Bud	get Approval:	KR/JG					Date		10/31/2022
	3. Attorney si	ignoff:	RB					Date		11/09/2022
	4. AS Financ		Bbennett					Date		11/5/2022
		d (if IT related):						Date		
	Contractor							Date		
	7. Executive	Contract Review:						Date		
	8 Council an	proved (if necessa	arv). ΔI	B2022	2-684			Date		
	9. Executive		~· <i>j /</i> · /\		_ 00+			Date		
	J. LACCULIVE	oigi iou.						Date		
	10. Original to	o Council:						Date		

Whatcom County Contract No.

CONTRACT FOR SERVICES

Between Whatcom County and Domestic Violence and Sexual Assault Services

Domestic	Violence	& Sexual	Assault	Services,	hereinafter	called	Contractor	and	Whatcom	County,	hereinafter	referred	to as
County, a	agree and	d contract	as set fo	rth in this	Agreement	t, includ	ding:						

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 provide funding for the operation and maintenance of domestic violence shelter facilities, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$50,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

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

CONTRACTOR:

Domestic Violence & Sexual Assault Services 1407 Commercial Street Bellingham, WA 98225

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

Meghan Tinsley, Administrative & Operations Manager Date

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:

WHATCOM COUNTY:

Domestic Violence & Sexual Assault Services 1407 Commercial Street Bellingham, WA 98225 executivedirector@dvsas.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 <u>Termination for Public Convenience:</u>

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

Contract for Services HL_010123_DVSAS_ES.docx V. 2020-4 (DocuSign)

Page 3

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 <u>Labor Standards:</u>

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

Contract for Services HL_010123_DVSAS_ES.docx V. 2020-4 (DocuSign) 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

Contract for Services HL_010123_DVSAS_ES.docx V. 2020-4 (DocuSign) disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

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

31.2 Patent/Copyright Infringement:

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

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

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

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. Commercial General Liability

Property Damage

\$500,000.00, per occurrence

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\$1,000,000.00, per occurrence \$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.

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- 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.
- I. 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.
- 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 <u>Non-Discrimination in Employment:</u>

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 <u>Non-Discrimination in Client Services:</u>

Contract for Services HL_010123_DVSAS_ES.docx V. 2020-4 (DocuSign) The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

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

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Chris D'Onofrio, Program Specialist Whatcom County Health Department

37.2 Notice:

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

Whatcom County Health Department

Attn: Chris D'Onofrio, Program Specialist 509 Girard Street Bellingham, WA 98225 CDonofri@co.whatcom.wa.us

Domestic Violence & Sexual Assault Services

1407 Commercial Street Bellingham, WA 98225 executivedirector@dvsas.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 <u>Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:</u>

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 <u>Contractor Commitments, Warranties and Representations:</u>

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. <u>Background</u>

Domestic Violence and Sexual Assault Services (DVSAS) provides three safe shelters in Bellingham, including the only emergency domestic violence shelter in Whatcom County. These shelters include a confidential 21-bed home that provides emergency shelter to survivors of domestic violence, including women and children. The home has 5 bedrooms, 5 bathrooms and is a group living environment with shared kitchen, laundry, living areas, and a play room. The Safe Shelter is accessible 24 hours per day, 365 days per year. Two other homes, totaling 16 beds, provide shelter for single women. This contract provides partial funding for operation of these facilities, and includes support both for personnel as well as utilities, insurance, and maintenance.

II. Statement of Work

- A. The Contractor will use funds from this contract to pay for operational expenses at the shelters.
- B. The Contractor will comply with Homeless Management Information System (HMIS) data collection and recording requirements by coordinating with the HMIS Coordinator located at the Whatcom Homeless Service Center.

III. Program Requirements

The Contractor will deliver the following annual outcomes:

- A. At least 110 unique households will be sheltered at the facilities.
- B. 17 units will be either in use or available for clients at the facility.
- C. The median length of stay for households will be less than 60 days.
- D. At least 90% of clients will be enrolled in ongoing community/social support services at the time of their exit from the facility.
- E. At least 80% of clients exiting the facility will do so to a stable housing situation.

IV. Reporting Requirements

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 guarter.

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- 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. <u>Budget and Source of Funding</u>: The source of funding for this contract, in an amount not to exceed \$50,000, is HB2060 Low-Income Housing Funds. The budget for this contract is as follows:

*Cost Description	Documents Required Each Invoice	Budget			
Personnel (Salary + Benefits)	GL Detail	\$35,506			
Utilities		\$3,900			
Insurance	GL Detail or Paid Invoices	\$2,500			
Maintenance		\$4,544			
SUBTOTAL					
Indirect @ 10% of personnel costs only					
TOTAL					

^{*}The contractor may transfer funds among budget line items in an amount up to 10% of the total budget; however, administrative indirect 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 #) <u>HL-BusinessOffice@co.whatcom.wa.us</u>.
- 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.
- 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. <u>Duplication of Billed Costs or Payments for Service:</u> 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.

<u>EXHIBIT "C"</u> (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: AB2022-685

File ID: AB2022-685 Version: 1 Status: Agenda Ready

File Created: 11/16/2022 Entered by: JThomson@co.whatcom.wa.us

Department: Health Department File Type: Interlocal

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

Primary Contact Email: MChriste@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 to provide funding to support the GRACE Program in the amount of \$392,000 annually

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Staff Memo, Proposed Agreement

See attachments

Attachments:

HISTORY OF LEGISLATIVE FILE								
Date:	Acting Body:	Action:	Sent To:					

WHATCOM COUNTY Health Department



Amy Harley, MD, MPH, Co-Health Officer Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: City of Bellingham – GRACE Program Interlocal Agreement

DATE: November 16, 2022

Attached is a contract between Whatcom County and City of Bellingham for your review and signature.

Background and Purpose

The Health Department's Ground-level Response And Coordinated Engagement (GRACE) Program is designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. Care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. The overarching GRACE program goals are to reduce First Responder calls, Emergency Department visits, arrests, and jail admissions while improving the health, well-being and stability of these individuals.

This Agreement provides funding from the City of Bellingham for GRACE Program activities intended to increase public safety, reduce use and cost of emergency and criminal justice systems, and improve the health and well-being of individuals with complex needs.

Funding Amount and Source

Funding for this Agreement is not to exceed \$784,000 (\$392,000 annually) and is provided by the City of Bellingham. These funds are included in the 2023-2024 budgets. Council approval is required as this award exceeds \$40,000.

Please contact Malora Christensen, Response Systems Manager at 360-778-6131 (MChriste@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 CONTRACTION SHEET			CT	Whatcom County Contract No.						
Originating Departmen	4.					05 Lloolth						
Originating Department:					85 Health							
Division/Program: (i.e. Dept. Division and Program) Contract or Grant Administrator:						Response Systems Division / GRACE Malora Christensen						
Contractor's / Agency N						City of Bellingha						
						•						
Is this a New Contrac Yes ⊠ No □							al to an Existing Contract? Yes No C					
Does contract require Council Approval? Yes ⊠ No □ If No, include WCC:												
Already approved? C	Council Approv	/ed Date:	•			(Exclusions see:	Whatcom Co	unty Codes	3.06.010, 3	3.08.090	0 and 3.08.10	0)
Is this a grant agreem Yes ⊠ No □		If yes, gra	antor ag	ency co	ntract r	number(s):			CFDA#:			
Is this contract grant f		If yes, W	hatcom	County	grant o	ontract number(s)						
Is this contract the res		or Bid proc RFP and B		per(s):				Contra Center	ct Cost :	124	120	
Is this agreement exc	luded from E-	Verifv?	N	lo \square	Yes	\boxtimes		•				
If YES, indicate exclusi		<u> </u>										
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☐ Contract work is f							or Comme				COTS).	
☐ Contract work is f						☐ Work relat						
	ent (between	Governm	ents).			☐ Public Wo	rks - Local	Agency/	Federally	Funde	ed FHWA.	
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\$	uiit.			2.		ct is for design, cons					s, or other ca	apital costs
Total Amended Amoun	nt:			3.		ed by council in a ca ward is for supplies		appropria	ition ordina	ince.		
\$				4.		nent is included in E		the Budge	et Ordinano	ce		
· 1			l	5.	Contract system	ct is for manufacture s and/or technical st tary software curren	r's technical upport and s	support a oftware m	ınd hardwa ıaintenance	ire mai		
Summary of Scope: The	his Agreemen	t provides	funding	for Gro						ogram	activities.	
Term of Contract:	2 Years	S				Expiration Date:		12/31	/2024			
Contract Routing:	1. Prepared b	•				•		•	Date:		11/10/202	
	2. Health Bud	<u> </u>		KR/JG					Date:		10/20/20	
	3. Attorney si			RB					Date:		10/18/202	
	4. AS Finance			Bbennet	t				Date:		11/15/202	22
	5. IT reviewed	,							Date:			
	 Contractor Submitted 	• • • • • • • • • • • • • • • • • • • •							Date:			
		approved (if necessary): AB2022-685					Date:					
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	10. Original to								Date:			

Whatcom County (Contract Number
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INTERLOCAL AGREEMENT FOR THE GROUND-LEVEL RESPONSE AND COORDINATED ENGAGEMENT (GRACE) PROGRAM BETWEEN WHATCOM COUNTY – CITY OF BELLINGHAM

WHATCOM COUNTY, a political subdivision of the State of Washington, acting through the Whatcom County Health Department, (hereinafter the "Recipient"), 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 "City"), 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 by the City to the Recipient to support the GRACE Program 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 January 1, 2023 through December 31, 2024.
- LIAISON. The City's contact for this Agreement is Samya Lutz, Housing and Services Program Manager (<u>sklutz@cob.org</u>). The Recipient's contact is Malora Christensen, Response Systems Manager (<u>MChriste@co.whatcom.wa.us</u>).
- **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 \$392,000 annually.
 - B. The estimated annual overall cost of the GRACE Program is \$1,200,000. The expenses related to the GRACE program will be borne as much as possible by sources other than the City and Recipient, such as PeaceHealth, Medicaid and other health care cost reimbursement agencies. These other funding sources are not expected to cover the full cost of the GRACE Program. The City and the Recipient understand that these funds will be used only to the extent that other funding is not available and any external funding will proportionately reduce both the City and Recipient's expected contributions to the program. Any program costs not covered by other sources will be divided between the Recipient at 60% of the remaining costs and the City at 40% of the remaining costs, up to the maximum amount indicated above. The Recipient will fund any remaining costs after the maximum City contribution has been invoiced.
 - C. The Recipient shall submit quarterly statements outlining cost outlays, including City and Recipient shares and reimbursement through other sources. Neither the City nor the Recipient will cover any costs paid through other sources, including grants or reimbursements.
 - D. The City agrees to financially assist the Recipient only for activities specified in Exhibit A. Payment shall be based on properly executed quarterly invoices. The Recipient shall submit the invoices, documentation and any necessary reports by the 15th of the month, following the period being invoiced, except for January where the same will be due by the 10th of the month. Invoices shall be sent to 210

Lottie Street – Bellingham, WA 98225 or <u>babarr@cob.org</u>. The City will make payment to the Recipient no more than thirty (30) days after said reimbursement request is received and approved by the City.

- 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 City or any other governmental agency with jurisdiction for audit, at such reasonable time and places as the City shall designate.
- 8. INDEMNIFICATION AND INSURANCE. The Recipient agrees to defend the City, 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 City requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of City'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. NONDISCRIMENATION 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 City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the City 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 City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City 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 City 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 City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Recipient shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

EXECUTED , this day of		, 2022, for WHATCOM COUNTY:
Satpal Singh Sidhu, County Executive	Date	
WHATCOM COUNTY: Recommended for Approval:		
Malora Christensen, Response Systems Manager	Date	
Erika Lautenbach, Director	Date	
Approved as to form:		
Royce Buckingham, Senior Civil Deputy Prosecutor	Date	

CITY OF BELLINGHAM:		
EXECUTED, this	_ day of	, 2022, for the CITY OF BELLINGHAM:
Seth Fleetwood, Mayor		
Attest:		Approved as to Form:
Finance Director		Office of the City Attorney
Departmental Approval		

EXHIBIT A STATEMENT OF WORK

I. Background

Individuals with complex needs are often challenged with poor health, behavioral health disorders, and/or unstable housing or homelessness. As a result, some individuals will frequently require emergency responses from law enforcement or Emergency Medical Services (EMS). Crisis interventions are ineffective in resolving an individual's persistent challenges. These individuals become "familiar faces" to first responder systems and require substantial support to change the pattern of excessive and inappropriate use. A thoughtful intervention plan that includes multiple service providers who coordinate their efforts can help prevent or reduce unnecessary calls to First Responders.

The Health Department's GRACE (Ground-level Response And Coordinated Engagement) Program is designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. Care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. The overarching GRACE program goals are to reduce First Responder calls, Emergency Department visits, arrests, and jail admissions while improving the health, well-being and stability of these individuals.

The general goals of the GRACE program are: 1) increased public safety, 2) reduced use and costs of emergency and criminal justice systems, and 3) improved health and well-being of individuals with complex needs.

GRACE community partners include, but are not necessarily limited to: Whatcom County Health Department, the City of Bellingham, PeaceHealth Medical Center, law enforcement agencies, Emergency Medical Services (EMS), the Whatcom County Jail, small cities, tribal nations, and housing, treatment and human service providers.

II. Definitions

<u>Hub:</u> The entity that identifies program participants, and facilitates and/or provides GRACE member engagement, intervention planning, care coordination, and program quality assurance for GRACE. The Hub will provide leadership to the community and its partners in its primary responsibility for administration of the county-wide GRACE Program.

<u>Executive Committee:</u> Representatives from the funding entities, acting in an advisory capacity to the county and the Hub, providing guidance on goals and objectives, and expected outcomes of the GRACE program.

<u>Familiar Faces:</u> Individuals who use crisis systems frequently and ineffectively, often without meeting their unique, complex needs.

<u>Leadership Team:</u> An identified group of community leaders acting in an advisory capacity to the County and the Hub on policies of the GRACE program.

<u>Program Team:</u> An identified group of community service providers comprised largely of "spoke" organizations at the program level acting in an advisory capacity to the County on GRACE practices and procedures.

<u>Spokes:</u> Spokes are the organizations that provide services to GRACE members and coordinate care, to include behavioral health treatment, medical care, housing and other human service needs.

III. Program Services

The County will serve as the Hub for the community in the "hub and spoke" model of service delivery. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing services to GRACE members, provide direct care coordination, facilitate the development of shared care/intervention plans, and report on identified performance and outcome measures.

Additional responsibilities of the GRACE Program acting as the Hub include:

- a. Development of and updating policies and procedures that will inform and guide the GRACE Program activities and expectations.
- b. Convening and facilitating meetings of the Leadership and Programs Teams as necessary, as well as participating in Executive Committee meetings, as necessary.
- Educating and communicating with multiple stakeholders and the general community about the GRACE Program.
- d. Complying with 42 CFR Part 2, HIPAA rules, as well as state confidentiality rules.
- e. Working to fully develop Julota, a client data platform, reporting and communicating mechanism, considering the needs for dynamic information exchange with multiple community partners.
- f. Identifying and implementing billing for client services to Medicaid and other payers as eligible and appropriate.
- g. Updating Memorandums of Understanding (MOUs) with EMS, Law Enforcement agencies, and Spoke agencies as necessary to delineate roles and responsibilities of coordination and collaborative efforts on behalf of GRACE members, to be reviewed periodically.

IV. Program Staffing

The GRACE program will maintain staffing sufficient to operate as a Hub. Adequate capacity for operations must include program management and supervision, accounting and performance management, care coordination, community engagement, client/member programming facilitation, and collaboration with the Leadership and Program teams.

Hub operations and care coordination will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The GRACE program shall ensure that staff have the demonstrated ability to work with complex individuals who experience acute symptoms and lifestyle patterns that are disruptive to their health and well-being.

- a. Program Supervision shall be provided by a staff member, up to full-time, with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex clients/GRACE members.
- b. Administrative assistant capacity shall be provided to assist Program Supervisor in the everyday operations of the GRACE Program.
- c. Care Coordination services shall be provided by five (5) full time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. The County prefers that these Care Coordination staff hold a Master's degree or higher in behavioral health, or other relevant field. A Bachelor's degree in Social Work, Human Services, or a related field will be considered.
- d. Medication evaluations, prescribing, monitoring, primary care bridging, and consultation services shall be provided by an ARNP qualified in the State of Washington to provide these services. Services will be offered as necessary and available, and within program budgetary restrictions.
- e. Intensive Case Managers (ICM) will carry full caseloads of approximately 20 GRACE members each. Two ICMs will be stationed at Bellingham Fire, two will be stationed at Bellingham Police and a fifth staff member will work with Ferndale Fire. At any given time, approximately 100 GRACE members will receive intensive case management.

V. Service Eligibility

The target population of the GRACE program consists of individuals ("familiar faces") who have frequent contact with law enforcement and emergency response systems, high use of acute health care services including behavioral health, and challenges maintaining safe and affordable housing. As a result of their frequent contacts, familiar faces

make inefficient use of public resources in an attempt to meet their needs. A high percentage of the target population is Medicaid eligible or enrolled. GRACE members may include all ages and are not excluded because of age alone.

The GRACE program will accept referrals from program admission consideration from law enforcement, EMS agencies, PeaceHealth Medical Center, Whatcom County Jail, and secondarily from treatment or service provider agencies. The GRACE program will utilize the GRACE Executive Committee and Leadership Team as advisory bodies to assist in developing policies for prioritizing admissions to the GRACE program.

VI. Reporting Requirements

The GRACE program Supervisor will work in collaboration with the Leadership Team to identify specific metrics for GRACE program outcomes. Expected program overarching outcomes include:

- a. Reduction in jail admissions/reduction in jail bed day utilization
- b. Reduction in law enforcement responses
- c. Reduction in EMS responses
- d. Reduction in Emergency Department visits
- e. Improved health conditions of GRACE members

The general outcomes expected of the GRACE program also include reducing the incidence of familiar faces using multiple systems inefficiently while promoting healthy behaviors among GRACE members.

The GRACE program will collect baseline data on members newly admitted to the GRACE program include historical utilization of First Responder systems and the Emergency Department. On a quarterly basis, data will be collected by individual GRACE member on current utilization of these services.

As the program evolves, the Program Supervisor, in collaboration with the Leadership Team, will review quarterly utilization data collected and then begin to solidify specific metrics. Outcome reporting will be depending on data sharing agreements with GRACE community partners and the subsequent transfer of data into the Julota system.

Quarterly reporting to include basic program information about the GRACE members, as well as pre and post:

- a. Arrests
- b. Jail admissions
- c. Jail bed day stays
- d. First Responder calls for assistance (law enforcement and EMS)
- e. Emergency Department visits.

Annual report will include a summary of the quarterly reports as well as expected outcomes.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-686

File ID: AB2022-686 Version: 1 Status: Agenda Ready

File Created: 11/16/2022 Entered by: Bthompso@co.whatcom.wa.us

Department: Council Office File Type: Contract (FCZDBS)

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 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 Acme Water District No. 18 (Water District) for inclusion of the Water District's utility improvements into the Jones Creek Debris Flow Risk Reduction Project, for a cost share amount of \$33,000.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Flood Control Zone District (FCZD) has secured funding for the construction of the project, including required utility modification, through the 2021/23 DOE Floodplains by Design grant which provides up to 80% reimbursement. The construction cost of watermain portion of the Project is estimated at \$165,000.00. The required 20% local match is \$33,000.00

Date: Acting Body: Action: Sent To:

Attachments: Memo, Proposed agreement

HISTORY OF LEGISLATIVE FILE

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

ELIZABETH KOSA INTERIM DIRECTOR



RIVER AND FLOOD 322 N. Commercial Street, Suite 201 Bellingham, WA 98225-4042

Fax: (360) 778-6231 www.whatcomcounty.us

Phone: (360) 778-6230

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu Whatcom County Executive and Honorable

Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Elizabeth Kosa, Interim Public Works Director

FROM: Paula J. Harris, P.E., River and Flood Manager

Gary Stoyka, Natural Resources Manager

RE: Interlocal Agreement – Acme Water District No. 18

Inclusion of Water District's Utility Improvements

Jones Creek Debris Flow Risk Reduction Project (No. 712004)

DATE: November 17, 2022

Enclosed are two (2) originals of an interlocal agreement (ILA) for your review and signature.

Requested Action

Public Works respectfully requests that the Flood Control Zone District (FCZD) Board of Supervisors authorize the County Executive to enter into an Interlocal Agreement with Acme Water District No. 18 (Water District) for inclusion of the Water District's utility improvements into the Jones Creek Debris Flow Risk Reduction Project (Project).

Background and Purpose

The FCZD commissioned a Jones Creek debris flow study that mapped hazard zones and evaluated several mitigation measures to alleviate the risk. The recommended mitigation measure is a deflection berm that will be set back from Jones Creek and cross Turkington Road. The FCZD has secured funding for construction of the project, including required utility modifications, through the 2021/23 Department of Ecology Floodplains by Design (FbD) grant which provides for up to 80% reimbursement.

Improvements to the Water District's watermain are necessary due to the increased loads placed on the waterline by the new earthen berm. This interlocal agreement will allow for the construction of the watermain improvements to be included in the Project construction package, and will establish the local cost-share for those improvements to be paid by the Water District.

Funding and Source

The construction cost of the watermain portion of the Project is estimated at \$165,000.00. The required 20% FbD grant local match is \$33,000.00, to be paid by the Water District. The Water District commissioners approved this cost-share at their October 12, 2022 meeting. The proposed 2023 FCZD Budget includes \$5,430,000 for this Project as a part the capital budget appropriation (Exhibit B to the proposed 2023 FCZD budget resolution).

Please contact Christina Schoenfelder at extension 6274, if you have any questions regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

	,	
Originating Department:		
Division/Program: (i.e. Dept. Division and Program)		
Contract or Grant Administrator:		
Contractor's / Agency Name:		
•	andmant or Dan	ewal to an Existing Contract? Yes No
· · · · · · · · · · · · · · · · · · ·		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes No If yes, grantor a	agency contract	number(s): CFDA#:
Is this contract grant funded? Yes No If yes, Whatcon	n County grant	contract number(s):
Is this contract the result of a RFP or Bid proces		Contract
Yes No If yes, RFP and Bid nu		Cost Center:
Is this agreement excluded from E-Verify? N		If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below:		
	-	ofessional. Goods and services provided due to an emergency ☐ Contract for Commercial off the shelf items (COTS). ☐ Work related subcontract less than \$25,000. ☐ Public Works - Local Agency/Federally Funded FHWA.
Contract Amount:(sum of original contract	Council appro	val required for; all property leases, contracts or bid awards exceeding
amount and any prior amendments):	\$40,000 , and p	professional service contract amendments that have an increase greater
\$		or 10% of contract amount, whichever is greater, except when:
This Amendment Amount:		g an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other
\$		ests approved by council in a capital budget appropriation ordinance.
Total Amended Amount:		vard is for supplies.
\$		nt is included in Exhibit "B" of the Budget Ordinance. is for manufacturer's technical support and hardware maintenance of
		e systems and/or technical support and software maintenance from the
Summary of Scope:	develope	r of proprietary software currently used by Whatcom County.
Term of Contract:		Expiration Date:
Contract Routing: 1. Prepared by:		Date:
2. Attorney signoff:		Date:
3. AS Finance reviewed:4. IT reviewed (if IT related):		Date:
4. 11 reviewed (ii 11 related): 5. Contractor signed:		Date: Date:
6. Submitted to Exec.:		Date:
7. Council approved (if neces	sary):	Date:
8. Executive signed:	<u> </u>	Date:
9. Original to Council:		Date:

202211023

INTERLOCAL AGREEMENT Between WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT And ACME WATER DISTRICT NO. 18 For

Inclusion of Acme Water District's utility improvements into the Jones Creek Debris Flow Risk Reduction Project No. 712004

This Interlocal Agreement (ILA) is made and entered into by and between the Acme
Water District No. 18 (hereinafter referred to as "Water District"), and the Whatcom County
Flood Control Zone District (hereinafter referred to as the "FCZD"), this day of
, 2022 (individually referred to as "Party" and together referred to as
"Parties").

WHEREAS, the FCZD has been awarded a WA Department of Ecology Floodplains by Design (FbD) grant for the construction of the Jones Creek Debris Flow Risk Reduction Project No. 712004 (hereinafter referred to as the "Project"); and

WHEREAS, the grant provides for up to 80% funding with a required 20% local costshare; and

WHEREAS, the grant includes funding for relocation of utilities as necessary to accommodate the Project; and

WHEREAS, the Water District operates an 6-inch asbestos concrete pipe (ACP) watermain within County right of way that is the responsibility of the Water District to relocate and/or modify pursuant to the franchise agreement on file with Whatcom County; and

WHEREAS, a portion of the ACP watermain within the Project footprint could be damaged due to the increased earthen loads of the earthen berm built as a part of Project; and

WHEREAS, the Project will result in an increased distance between hydrants due to the re-alignment of Turkington Rd for the Project; and

WHEREAS, the Water District wishes to replace the ACP watermain impacted by the Project with ductile iron so that it can withstand the new loads, and install a new hydrant to maintain adequate distances between hydrants; and

WHEREAS, RCW 39.34 allows municipalities to enter into interlocal agreements to set forth the conditions of providing services to one another; and

NOW, THEREFORE, it is agreed by the Parties hereto as follows:

PURPOSE OF THE AGREEMENT

The purpose of this ILA is to define the obligations and responsibilities of the Parties involved in implementing, operating, maintaining, repairing, inspecting, restoring, and funding the Water District utility improvements associated with the Project.

OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

- A. Whatcom County Flood Control Zone District ("FCZD") shall:
 - 1. Administer the FbD grant.
 - 2. Coordinate with the Water District to incorporate the necessary utility improvements into the Project design and construction contract documents.
 - 3. Provide engineering plans, specifications and cost estimates for the utility improvements to the Water District for review.
 - 4. Require the construction contractor awarded the contract to name the Water District as an additional insured prior to the contractor commencing work on the project. The contractor shall provide at least \$1,000,000.00 in general liability coverage and shall also include automobile insurance coverage.
 - 5. Include a separate pay schedule in the construction contract for all work associated with Water District utility improvements.
 - 6. Permit, oversee, manage, and construct the Project and associated Water District utility improvements using FbD grant and FCZD funding.
 - Invoice the Water District for 20% of all construction costs associated with Water District utility improvements after construction closeout documentation has been completed.
 - 8. Provide necessary FCZD Board of Supervisors' approval for this ILA and provide general administrative activities as detailed above to fulfill the FCZD's contractual obligations.
- B. The Acme Water District No. 18 ("Water District") shall:
 - 1. Provide review comments to the Whatcom County project manager no later than 2 weeks from receipt of the design and construction documents supplied by the County.
 - 2. Attend pre-construction meeting, preliminary site walkthrough, final site walkthrough, and any other required construction meetings. Attendance shall be by the Water District operator and any other Water District personnel or representatives as needed.
 - 3. Notify and coordinate with water customers regarding service disruptions. Water District shall provide a minimum of two business days' notice to water customers of planned service disruptions.

- 4. Upon request, review and comment on construction submittals associated with the utility improvements including but not limited to: materials, staging, schedules, temporary services plans, and contractor work plan.
- 5. Coordinate with Whatcom County staff during construction as necessary, and provide periodic inspection by the Water District Operator of the utility improvement work during construction.
- 6. Reimburse the FCZD 20% of all construction costs associated with Water District utility improvements.

PAYMENT

The Water District is responsible for the 20% local share of the construction contract costs associated with the utility improvement work. The Water District shall reimburse the FCZD for all items invoiced by the FCZD after construction close out as noted in item A.7 above, or on an alternate timeframe as mutually agreed to in writing by the parties.

The estimated dollar amount the Water District will be responsible for is approximately \$33,000 based on the final engineer's estimate for the project. The final contribution amount will be based on the real costs associated with the work as described herein.

IMPROVED UTILITIES

The Water District's improved utilities, which are used exclusively by the Water District, shall be the property of the Water District. Except as otherwise specified herein, the Water District shall pay for operation, maintenance and repairs of said utilities, including those improvements constructed pursuant to this ILA.

TERM OF AGREEMENT

The period of performance for this ILA shall be binding upon the parties hereto, their successors and assigns, and shall begin on the date of execution and shall cease upon completion of the Project construction contract and completion of all Project closeout paperwork, including the final resolution of any potential construction claims associated with the Water District's utility improvement work.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

DISPUTES

a) **Arbitration**. The Parties shall work cooperatively to timely resolve any issues that may arise between the Parties concerning this ILA. However, any dispute or claim shall be submitted to mandatory, conclusive and binding arbitration under the rules and procedures of Whatcom County Mandatory Arbitration Rules ("WCMAR"). The Parties shall jointly stipulate to an arbitrator, or one will be selected in accordance with WCMAR. The arbitrator's award shall not be limited by otherwise applicable MAR rules. The prevailing Party shall be entitled to reasonable attorney's fees and costs. The arbitrator's decision may only be appealed pursuant to Ch. 7.04A RCW.

b) **Governing Law and Venue**. The Parties agree that any dispute shall be governed by the laws of the State of Washington and shall be heard in Whatcom County.

INDEMNIFICATION

To the extent permitted by law, each Party agrees to protect, defend, appear, save harmless and indemnify the other Parties from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of that Party, its agents or employees in the performance of this ILA. However, neither Party shall assume any liability for the direct payment of any salary, wages, or other compensation to any other of the Party's personnel performing services hereunder or for any other liability not expressly assumed herein.

ASSIGNMENT

The obligations to be performed by the Parties under this ILA are not assignable or delegable by either Party in whole or in part, without the prior written consent of the other Party.

WAIVER

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

SEVERABILITY

If any provision of this ILA or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this ILA which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this ILA, and to this end the provisions of this ILA are declared to be severable.

INTEGRATION OF AGREEMENT

This ILA contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this ILA shall be deemed to exist or to bind either Party.

RECORDATION

Upon execution of this ILA, the FCZD shall file a copy of it with the office of the County Auditor or, alternatively, listed by subject on a public agency's website or other electronically retrievable public source pursuant to the requirements of RCW 39.34.

CONTRACT MANAGEMENT

No new separate legal or administrative entity is created to administer the provisions of this ILA. No agent, employee, servant, or representative of any Party shall be deemed to be an employee, agent, servant, or representative or any other Party for any purpose. Each Party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this ILA. The Contract Administrator for each of the Parties shall be responsible for and shall be the contact person for all communications regarding the performance of this ILA.

The Contract Administrator for the Water District is:

Jim Sutterfield Acme Water District – Commissioner Position #3 PO Box 13

Acme, WA 98220 Phone: 360.303.3192

Email: acmewaterdistrict@gmail.com

The Contract Administrator for the FCZD is:

Paula J. Harris, P.E. Whatcom County Public Works 322 N. Commercial, Suite 201 Bellingham, WA 98225-4042

Phone: (360)778-6285

Email: pharris@co.whatcom.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

ACME WATER DISTRICT NO. 18

dy:	Date:
Jim Sutterfield, Commissioner Position #3	
Brad Falcetti, Commissioner Position #1	Date:
Tom Garland, Commissioner Position #2	Date:
VHATCOM COUNTY FLOOD CONTROL Z	ZONE DISTRICT
	ZONE DISTRICT Date:
Sy: Satpal Singh Sidhu	



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-687

File ID: AB2022-687 Version: 1 Status: Agenda Ready

File Created: 11/16/2022 Entered by: DDuling@co.whatcom.wa.us

Department: Sheriff's Office File Type: Interlocal

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

Memo, Contract

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the U.S Department of Justice for the FY 2022 Community Oriented Policing Services (COPS) Technology and Equipment Program Grant, in the amount of \$300,000.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachement

Attachments:

HISTORY	Y OF LEGISLATIVE FILE		
Date:	Acting Body:	Action:	Sent To:

Whatcom County Page 1 Printed on 11/30/2022





PUBLIC SAFETY BUILDING 311 Grand Avenue Bellingham, WA 98225-4038 (360) 778-6600

MEMORANDUM

TO:

Satpal Sidhu, County ∉xecutive

FROM:

Bill Elfo, Sheriff

DATE:

November 7, 2022

RE:

Interagency Agreement between the U.S. Department of Justice (DOJ) and

Whatcom County for the FY 2022 Community Oriented Policing Services (COPS)

Technology and Equipment Program Grant

Enclosed for review and signature is one original Interagency Agreement between the U.S. Department of Justice and Whatcom County for the FY 2022 Community Oriented Policing Services (COPS) Technology and Equipment Program grant award of \$300,000.

Grant funds will be used to purchase equipment needed to continue the Whatcom County Integrated Public Safety Radio System capital project.

Please contact Robert Greene at 360-778-7166 with any questions or concerns.

Thank you.

enclosure

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:		35 Sheriff's Office	
Division/Program: (i.e. Dept. Division and Program)		3510 Administration / 351000 Administration	
Contract or Grant Administrator:		Doug Chadwick, Undersheriff	
Contractor's / Agency Name:		U.S. Department of Justice	
Is this a New Contract? If not, is this an Amen		ewal to an Existing Contract? Yes O No O VCC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval? Yes (Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes No If yes, grantor age			
Is this contract grant funded? Yes No O If yes, Whatcom	County grant	contract number(s):	
Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid num		Contract Cost Center: 377100	
Is this agreement excluded from E-Verify? No	○ Yes ⊙	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: Professional services agreement for certifie Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments) Contract Amount:(sum of original contract amount and any prior amendments): \$ 300,000.00 This Amendment Amount: \$ Total Amended Amount: \$ 300,000.00	Council appros \$40,000, and than \$10,000 Exercisin Contract capital co Bid or av Equipme Contract	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Oval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: In an option contained in a contract previously approved by the council is for design, construction, r-o-w acquisition, prof. services, or other losts approved by council in a capital budget appropriation ordinance. It is included in Exhibit "B" of the Budget Ordinance. In the included in Exhibit "B" of the Budget Ordinance. In the included in Exhibit "B" of the Budget Ordinance. In the included in Exhibit "B" of the Budget Ordinance.	
Summary of Scope:		c systems and/or technical support and software maintenance from the r of proprietary software currently used by Whatcom County.	
Oriented Policing Services (COPS) Technolo purchase equipment needed for the Whatcor	gy and Equ	stice and Whatcom County for the FY 2022 Community ipment Program grant. Grant funds will be used to tegrated Public Safety Radio System capital project.	
Term of Contract: 3/15/22		Expiration Date: 3/31/24	
Contract Routing: 1. Prepared by: Donna Duling /		Date: 10/31/22	
 Attorney signoff: approved AS Finance reviewed: approved 	via email BW/DD		
4. IT reviewed (if IT related):	orod rid Official D	Date:	
5. Contractor signed:		Date:	
6. Submitted to Exec.:		Date:	
7. Council approved (if necessar	nry):	Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	

Award Letter

September 30, 2022

Dear Donna Duling,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by WHATCOM COUNTY for an award under the funding opportunity entitled 2022 FY 2022 COPS Technology and Equipment Program Invitational Solicitation. The approved award amount is \$300,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

- Award Information
- Project Information
- > Financial Information
- Other Award Documents
- > Award Conditions
- Award Acceptance

- > Award Letter
- Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

WHATCOM COUNTY

ORI Number UEI

NT6RMN8THTN7

Street 2 Street 1

311 GRAND AVE STE 503

City State/U.S. Territory

Washington BELLINGHAM

Zip/Postal Code Country

United States 98225

Province County/Parish

Q Award Details

Award Type Federal Award Date

9/30/22 Initial

Award Number Supplement Number

15JCOPS-22-GG-01548-TECP 00

Funding Instrument Type Federal Award Amount

265 rant \$300,000.00

Assistance Listing Number Assistance Listings Program Title

16.710

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.

I have read and understand the information presented in this section of the Federal Award Instrument.

- > Project Information
- Financial Information
- > Other Award Documents
- > Award Conditions
- > Award Acceptance

- Award Letter
- > Award Information
- → Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

2022 FY 2022 COPS Technology and Equipment Program Invitational Solicitation

COPS

Application Number

GRANT13643428

Grant Manager Name

Phone Number

VERLENA BRAXTON

800-421-6770

E-mail Address

VERLENA.BRAXTON@USDOJ.GOV

Project Title

FY22 COPS Technology and Equipment Program (Congressionally Directed Spending)

Performance Period Start

Performance Period End

Date

Date

03/15/2022

03/31/2024

Budget Period Start Date

Budget Period End Date

03/15/2022

03/31/2024

Project Description

The FY 2022 COPS Office Technology and Equipment Program (TEP) Invitational Solicitation is an invitation-only grant program designed to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the

communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment" in the Joint Explanatory Statement – Division B, which is incorporated by reference into Public Law 117-103.

I have read and understand the information presented in this section of the Federal Award Instrument.

- > Financial Information
- Other Award Documents
- > Award Conditions
- > Award Acceptance

- > Award Letter
- **Award Information**
- > Project Information
- Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date:

8/1/22 9:56 AM

Comments

Your proposed budget included costs which were deemed unallowable, unreasonable, unnecessary, outside the scope of the program, or inconsistent with program guidelines and the program solicitation. Those costs were removed from the approved budget.

Indirect costs will not be funded under this program and were removed from the approved budget.

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	\$0.00	\$0.00	\$0.00	
Civilian or Non-Sworn Personnel	\$0.00	\$0.00	\$0.00	
Travel	\$0.00	\$0.00	\$0.00	
Equipment	\$314,288.80	-\$14,288.80	\$300,000.00	
Supplies	\$0.00	\$0.00	\$0.00	
SubAwards	\$0.00	\$0.00	\$0.00	
Procurement Contracts	\$0.00 26 9	\$0.00	\$0.00	

9/30/22, 12:51 PM		Funded Award		
Other Costs	\$304,179.20	-\$304,179.20	\$0.00	
Indirect Costs	\$54,425.25	-\$54,425.25	\$0.00	
Total Project Costs	\$672,893.25	-\$372,893.25	\$300,000.00	
Federal Funds:			\$300,000.00	100.00%
Match Amount:			\$0.00	0.00%
Program Income:			\$0.00	0.00%

Budget Detail Summary View

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

I have read and understand the information presented in this section of the Federal Award Instrument.

- > Other Award Documents
- > Award Conditions
- > Award Acceptance

- Award Letter
- > Award Information
- > Project Information
- > Financial Information
- > Other Award Documents
- Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2022, Public Law 117-103, Division E, Title VII, Section 742.



Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.



Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.



Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.



Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.



Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
- (3) When the recipient agrees to the termination and termination conditions.
- (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (5) Pursuant to any other termination provisions included in the award.
- 2. C.F.R. § 200.340.



Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2022 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.



Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.



Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise; c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204. The Applicant also understands that (in addition to any population program-specific regulations and to

applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).



Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

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Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

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False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

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System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term: I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

- 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
- 2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions
For purposes of this term:

- 1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).
- 2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
- 3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
- a. A foreign organization;
- b. A foreign public entity;
- c. A domestic for-profit organization; and
- d. A Federal agency.
- 4. Subaward has the meaning given in 2 CFR 200.1.
- 5. Subrecipient has the meaning given in 2 CFR 200.1.

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Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation
- a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

- 2. Where and when to report.
- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- 3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.
- b. Reporting total compensation of recipient executives for non-Federal entities.
- 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
- i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170,320;
- ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
- i. As part of your registration profile at https://www.sam.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
- 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions.
- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
- ii. The total compensation of the five most highly comp275ated executives of any subrecipient.

- e. Definitions. For purposes of this award term:
- 1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- 2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization; and,
- iv. A domestic or foreign for-profit organization
- 3. Executive means officers, managing partners, or any other employees in management positions.
- 4. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 5. Subrecipient means a non-Federal entity or Federal agency that:
- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- 6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.



the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

- A. Reporting of Matters Related to Recipient Integrity and Performance
- 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

- 2. Proceedings About Which You Must Report Submit the information required about each proceeding that:
- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition:
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions 277

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.



Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

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Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

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Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

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State Information Technology Point of Contact: The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to https://it.ojp.gov/technology-contacts.



Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Community Policing: Community policing activities to be initiated or enhanced by your agency were identified and described in your award application. All equipment, technology, training, and civilian positions awarded under the TEP award must be linked to the implementation or enhancement of community policing. 34 U.S.C. § 10382 (c)(10).

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Contracts and/or MOUs with Other Jurisdictions: Items funded under this award must only be used for law enforcement activities or services that benefit your agency and the population that it serves and cannot be utilized by other agencies unless the items benefit the population that your agency serves.

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Criminal Intelligence Systems: Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. At the time of application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

=27

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

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Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

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The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that rec personally identifiable information must be

reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.



Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

□31

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

=32

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

- Award Letter
- Award Information
- > Project Information
- > Financial Information
- > Other Award Documents
- > Award Conditions
- Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Name of Approving Official

Signed Date And Time

Acting Director

ROBERT CHAPMAN

9/7/22 4:55 PM

Authorized Representative

WHATCOM COUNTY: Recommended for Approval:	
Bill Elfo, Sheriff	$\frac{1}{2} \sqrt{\frac{7}{2}}$
Approved as to form:	
Approved VIa Cemail BW/1005 Prosecuting Attorney	10(31(22
Approved: Accepted for Whatcom County:	
By:	 Date
STATE OF WASHINGTON)) ss COUNTY OF WHATCOM)	
On this day of, 20, known to be the Executive of Whatcom County, whatcom acknowledged to me the act of signing and sealing	before me personally appeared Satpal Sidhu, to me to executed the above instrument and who thereof.
	NOTARY PUBLIC in and for the State of Washington, residing at <u>Bellingham</u> . My commission expires



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-689

File ID: AB2022-689 Version: 1 Status: Agenda Ready

File Created: 11/17/2022 Entered by: Bthompso@co.whatcom.wa.us

Department: Council Office File Type: Contract (FCZDBS)

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 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 (WCD) for continued technical assistance for Flood Project Implementation, in the amount of \$40,000.00 over two years (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

WCD has provided technical assistance to the Flood Control Zone District (FCZD) including revegetation planning, crew coordination and oversight, and permitting and assessment assistance for FCZD and Special District projects since 2004

HISTORY OF LEGISLATIVE FILE Date: Acting Body: Action: Sent To:

Attachments: Memo, Proposed agreement

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

ELIZABETH KOSA INTERIM DIRECTOR



RIVER AND FLOOD 322 N. Commercial Street, Suite 120 Bellingham, WA 98225-4042

> Phone: (360) 778-6230 Fax: (360) 778-6231 www.whatcomcounty.us

MEMORANDUM

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

Honorable Members of the Whatcom County Council, collectively serving in their capacity as the Whatcom County Flood Control Zone District Board of

Supervisors

THROUGH: Elizabeth Kosa, Interim Public Works Director

FROM: Paula J. Harris, P.E., River and Flood Manager

Gary Stoyka, Natural Resources Manager

RE: Interlocal Agreement between the Whatcom County Flood Control Zone

District (FCZD) and the Whatcom Conservation District (WCD)

DATE: November 16, 2022

Requested Action

Public Works respectfully requests that the County Executive and the County Council, acting as the Flood Control Zone District Board of Supervisors, enter into an interlocal agreement with the WCD to continue providing services as described herein.

Background and Purpose

The WCD has provided revegetation planning, oversight, monitoring and maintenance of FCZD and Special District mitigation and revegetation projects since 2004. The WCD staff member assigned to this program has a solid history of coordinating the Alternative Corrections Crew work programs and has successfully provided technical assistance, including permitting and project planning, to the FCZD. The needs for these services continue for several ongoing FCZD and Special District projects and future projects planned for construction in the upcoming years.

Funding Amount and Source

The proposed agreement is for \$40,000 for services over a two-year period starting on January 1, 2023. The FCZD has adequate budget authority for this expenditure.

Please contact Paula Harris at extension 6285, 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.e. Dept. Division and Program)		
Contract or Grant Administrator:		
Contractor's / Agency Name:		
•	andmant or Dan	ewal to an Existing Contract? Yes No
· · · · · · · · · · · · · · · · · · ·		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes No If yes, grantor a	agency contract	number(s): CFDA#:
Is this contract grant funded? Yes No If yes, Whatcon	n County grant	contract number(s):
Is this contract the result of a RFP or Bid proces		Contract
Yes No If yes, RFP and Bid nu		Cost Center:
Is this agreement excluded from E-Verify? N		If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below:		
	-	ofessional. Goods and services provided due to an emergency ☐ Contract for Commercial off the shelf items (COTS). ☐ Work related subcontract less than \$25,000. ☐ Public Works - Local Agency/Federally Funded FHWA.
Contract Amount:(sum of original contract	Council appro	val required for; all property leases, contracts or bid awards exceeding
amount and any prior amendments):	\$40,000 , and p	professional service contract amendments that have an increase greater
\$		or 10% of contract amount, whichever is greater, except when:
This Amendment Amount:		g an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other
\$		ests approved by council in a capital budget appropriation ordinance.
Total Amended Amount:		vard is for supplies.
\$		nt is included in Exhibit "B" of the Budget Ordinance. is for manufacturer's technical support and hardware maintenance of
		e systems and/or technical support and software maintenance from the
Summary of Scope:	develope	r of proprietary software currently used by Whatcom County.
Term of Contract:		Expiration Date:
Contract Routing: 1. Prepared by:		Date:
2. Attorney signoff:		Date:
3. AS Finance reviewed:4. IT reviewed (if IT related):		Date:
4. 11 reviewed (ii 11 related): 5. Contractor signed:		Date: Date:
6. Submitted to Exec.:		Date:
7. Council approved (if neces	sary):	Date:
8. Executive signed:	<u> </u>	Date:
9. Original to Council:		Date:

Whatcom County Contract No.
202211025
AB2022-689

INTERLOCAL AGREEMENT

BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND WHATCOM CONSERVATION DISTRICT FOR PLANNING, OVERSIGHT, MAINTENANCE AND MONITORING OF FLOOD PROJECT MITIGATION SITES INCLUDING COORDINATION OF THE ALTERNATIVE CORRECTION CREW PROGRAM AND TO PROVIDE TECHNICAL ASSISTANCE FOR FLOOD PROJECT IMPLEMENTATION

This Agreement is hereby entered into by the Whatcom County Flood Control Zone District, a quasimunicipal corporation of the State of Washington (hereinafter referred to as the FCZD) and the Whatcom Conservation District, a governmental subdivision of the State of Washington (hereinafter referred to as WCD).

WHEREAS, the WCD has provided technical assistance to the FCZD including revegetation planning, crew coordination and oversight, and permitting and assessment assistance for FCZD and Special District projects since 2004; and,

WHEREAS, the existing Contract for Services with the WCD is set to expire on December 31, 2022; and,

WHEREAS, the WCD staff assigned to this program has a solid history of providing excellent oversight and coordination for the FCZD's Alternative Corrections Crew work programs and other technical assistance; and,

WHEREAS, the WCD has worked with the FCZD for many years and has a good relationship with members of the farming community on whose land the majority of the projects will occur; and,

WHEREAS, the WCD is most knowledgeable on the locations and maintenance needs of past projects; and,

WHEREAS, it is in the best interest of each party to enter into this Agreement.

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 provide funding for the WCD to continue to provide technical assistance services as described in Exhibit A (Scope of Work) attached hereto.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this contract.
- III. Whatcom Conservation District Responsibilities: The WCD hereby agrees to provide the services as described in Exhibit A (Scope of Work) attached hereto.
- IV. Whatcom County Flood Control Zone District Responsibilities: The FCZD hereby agrees to reimburse the WCD, an amount not to exceed the total budget amount of \$40,000, allocated to the WCD as shown in Exhibit B attached hereto, for the costs in providing and performing the services stated.
- V. Payment: WCD shall submit monthly invoices and work activity reports in a format approved by the FCZD. Invoices will include hours worked by employee by task, during the billing period. 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 provided from January 1, 2023 through December 31, 2024.
- VII. Responsible Persons: The persons responsible for administration of this Agreement shall be the Whatcom County Public Works (WCPW) Department Director or her/his respective designee(s) and the WCD District Manager or her/his respective designee(s).
- 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 its officials, officers, agents, or employees to the fullest extent required by law, and further agrees 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 here from 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. *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.
- XV. 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.
- XVI. 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.

- XVII. 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.

XVIII. 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.

	Signatures: The undersigned representatives accept the provisions of this Agreement. T Agreement shall be in effect when signed by both parties.				
IN WITNESS WHE	reement this	day of			
WHATCOM CONS	SERVATION DISTRICT				
Brandy Reed, Dist	rict Manager	Date			
Whatcom Conserv 6975 Hannegan R Lynden, WA 98264	oad				
FLOOD CONTRO	L ZONE DISTRICT				
Elizabeth Kosa, Int	erim Director	Date			
Approved as to fo	orm:				
	nn (authorized via email) Senior Civil Deputy Prosecuting Attori	11/16/22 ney Date			
Approved: Accepted for Flood	Control Zone District:				
By:Satpal Singh Sidhu	ı, Whatcom County Executive	 Date			

EXHIBIT A SCOPE OF WORK

Task 1:

As directed by the FCZD the WCD shall provide planning, oversight, maintenance and monitoring of existing and new FCZD and Special District mitigation and/or revegetation projects and other small-scale projects that require manual labor. As directed by the FCZD the WCD shall provide coordination of the Alternative Corrections Crew to perform the work needed to prepare for, implement and maintain these projects.

Task 2:

As direct by the FCZD the WCD shall provide technical assistance for planning, permitting, and implementation of FCZD and Special District projects. Technical assistance may include but is not limited to preparing habitat assessments, mitigation plans, planting plans, and permit applications.

EXHIBIT B COMPENSATION

BUDGET ITEM	DESCRIPTION	Estimated RATE / hr.	Est. HOURS/Mileage	TOTAL
Task 1	Planning, oversight, monitoring and maintenance of mitigation sites and Alternative Corrections Crew coordination.	\$71.93	315	\$ 22,658
Task 2	Technical assistance for planning, permitting, and implementation of projects.	\$71.93	100	\$ 7,193
Overhead		30% of Salaries/Benefits		\$ 8,955
	Mileage	.625	1910	\$ 1,194
			PROJECT TOTAL	\$40,000

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate WCD according to 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 above. Composite rate forms for each staff member working on the project will be provided to the County upon execution of the contract and for any rate changes. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed as described here:

- Mileage will be reimbursed at the current IRS rate. Other expenditures such as outside printing, postage and in-house reproduction shall be reimbursed at actual cost
- In-house computer usage and domestic and long distance telephone charges shall be at no cost

WCD will invoice monthly. Invoices will include hours worked by employee by task, during the billing period. For mileage reimbursement submit: copies of mileage records, including name of staff member, date of travel, and number of miles traveled. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the contract amount. 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 WCD's expense.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-690

File ID: AB2022-690 Version: 1 Status: Agenda Ready

File Created: 11/17/2022 Entered by: LReid@co.whatcom.wa.us

Department: Sheriff's Office File Type: Contract

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Regional Council to extend Nursing Services in the Jail and increase the maximum annual compensation by \$128,382.00 for a total of \$1,782,522

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE				
Date:	Acting Body:	Action:	Sent To:	

Attachments: Staff Memo, Proposed contract amendment

WHATCOM COUNTY SHERIFF'S OFFICE

BILL ELFO SHERIFF



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

MEMORANDUM

TO:

Satpal Sidhu, County Exegutive

FROM:

Bill Elfo, Sheriff

RE:

Jail Nursing Services

DATE:

10/15/22

Enclosed are two (2) originals of an Amendment renewing the contract between Whatcom County and Northwest Regional Council (NWRC) for Nursing Services in the Jail for your review and signature.

Background and Purpose

NWRC was awarded the bid for Nursing Services via the RFP process in 2019. They have provided us with Nursing Services since December of 2013. Included in the Contract are the Main Jail, the Work Center and Juvenile Detention.

Funding Amount and Source

Funding for the Jail and Work Center will come from the approved 2023 Corrections Bureau budget with a maximum annual compensation of \$1,782,522.00 (\$80.84 per hour, 22,050 hours). Juvenile Detention's funding will come from their budget with a maximum annual compensation of \$41,616.00 (\$3,468.00 per month). The total combined annual compensation will not exceed \$1,824,138.00.

Differences from Previous Contract

This is an increase of \$128,382.00 for the Jail and Work Center.

Please contact Wendy Jones x6505 if you have any questions or concerns regarding this agreement.

Encl. (2)

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. **201911036-5**

Originating Department: Division/Program: (i.e. Dept. Division and Program) Contract or Grant Administrator: Contractor's / Agency Name: Northwest Regional Council Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201911036 Does contract require Council Approval? Yes No No If No, include WCC: Already approved? Council Approved Date: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) Is this a grant agreement?		
Contract or Grant Administrator: Contractor's / Agency Name: Northwest Regional Council Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201911036 Does contract require Council Approval? Yes No No If No, include WCC: Already approved? Council Approved Date: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) Is this a grant agreement?		
Contractor's / Agency Name: Northwest Regional Council Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201911036 Does contract require Council Approval? Yes No If No, include WCC:		
Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201911036 Does contract require Council Approval? Yes No If No, include WCC: Already approved? Council Approved Date: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) Is this a grant agreement?		
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?		
Is this a grant agreement?		
Yes No No If yes, grantor agency contract number(s): CFDA#:		
Is this contract grant funded? Yes No No If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes No No If yes, RFP and Bid number(s): 19-58 Contract Cost Center: 118160		
Is this agreement excluded from E-Verify? No Yes O If no, include Attachment D Contractor Declaration form.		
If YES, indicate exclusion(s) below: Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency Contract work is for less than \$100,000. Contract work is for less than \$120 days. Work related subcontract less than \$25,000. Interlocal Agreement (between Governments). Contract Amount:(sum of original contract amount and any prior amendments): \$ 4,608,847.11 This Amendment Amount: \$ 1,824,138.00 Total Amended Amount: \$ 6,432,985.11 Summary of Scope: Northwest Regional Council provides nursing services to inmates at the Jail and Work Center and to detainees in Juvenile Detention (Juvenile pays a flat monthly rate of \$3,468.00 which comes from thei budget and was approved 12/03/2019).		
Term of Contract: 1 year Expiration Date: 12/31/23		
Contract Routing: 1. Prepared by: LR Date: 10/10/22		
2. Attorney signoff: BW Date: 10/10/22		
3. AS Finance reviewed: M Caldwell Date: 11/15/22		
4. IT reviewed (if IT related): Date:		
5. Contractor signed: Date:		
6. Submitted to Exec.: Date: 7. Council approved (if necessary): Date:		
7. Council approved (if necessary): 8. Executive signed: Date:		
9. Original to Council: Date:		

Whatcom County Contract No. 201911036-5

be

PUBLIC in and for the State of Washington, residing at

NOVIN W.4. My commission expires 081

Amendment No. 5 Whatcom County Contract No. 201911036 CONTRACT BETWEEN WHATCOM COUNTY AND NORTHWEST REGIONAL COUNCIL (NWRC)

THIS AMENDMENT is to the Contract between Whatcom County and Northwest Regional Council (NWRC), dated November 26, 2019 and designated "Whatcom County Contract No. 201911036". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment changes the number of hours worked for Nursing Services in the Jail and Work Center from 22,300 to 22,050 and increases the hourly rate from \$75.55 to \$80.84 (a 7% increase). This increases the maximum annual compensation by \$128,382.00 for a total of \$1,782,522.00. Juvenile Detention's annual amount of \$41,616.00 will remain the same bringing the combined annual total consideration for the Jail, Work Center and Juvenile to \$1,824,138.00.

This brings the total not-to-exceed contract amount for the period January 1, 2020 through December 31, 2023 to \$6,432,985.11.

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

This Amendment takes effect: January 1, 2023 regardless of the date of signature and expires December 31, 2023.

IN WITNESS WHEREOF, Whatcom County and Northwest Regional Council (NWRC) have executed this Amendment on the date and year below written.

CONTRACTOR:

Northwest Regional Council (NWRC)

Amanda McDade, Executive Director

STATE OF WASHINGTON)) ss. COUNTY OF <u>Mafan</u>)	
On this 17 day of November 20 22, before me personally appeared Amanda the Executive Director of Northwest Regional Council (NWRC) and who executed the above acknowledged to me the act of signing and sealing thereof	McDade to me known to instrument and who

2023 Amendment #5 NWRC (Nursing Contract)

WHATCOM COUNTY:	
Recommended for Approval:	
Sheriff Bill Elfo	Date
Approved as to form:	
Approved via umand 10 Brandon Waldron, Prosecuting Attorney	0.10 22 BW UZ Date
Approved: Accepted for Whatcom County:	
By:Satpal Sidhu, Whatcom County Executive	
STATE OF WASHINGTON)	
COUNTY OF WHATCOM)	
On this day of, 2 the Executive of Whatcom County, who executed and sealing thereof.	20, before me personally appeared Satpal Sidhu, to me known to be d the above instrument and who acknowledged to me the act of signing
	NOTARY PUBLIC in and for the State of Washington, residing a My commission expires

CONTRACTOR INFORMATION:

Northwest Regional Council (NWRC) Amanda McDade, Executive Director

Address:

600 Lakeway Drive, Suite 100 Bellingham, WA 98225

Mailing Address: Same as above

Contact Phone: 360-676-6749 Contact Fax: 360-738-2451



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-691

File ID: AB2022-691 Version: 1 Status: Agenda Ready

File Created: 11/17/2022 Entered by: DDuling@co.whatcom.wa.us

Department: Sheriff's Office File Type: Interlocal

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Traffic Safety Commission for High Visibility Enforcement (HVE) patrols, in the amount of \$8,250.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE Date: Acting Body: Action: Sent To:

Attachments: Memo, Contract







PUBLIC SAFETY BUILDING 311 Grand Avenue Bellingham, WA 98225-4038 (360) 778-6600

MEMORANDUM

To:

Satpal Sidhu, County Executive

From:

Bill Elfo, Sheriff

Date:

November 16, 2022

Subject:

Interagency Agreement

Washington Traffic Safety Commission

High Visibility Enforcement (HVE) Patrols FY23 2023-HVE-4692-Region 11 Target Zero Task Force

Enclosed for your review and signature is one (1) original agreement between Whatcom County Sheriff's Office and the Washington Traffic Safety Commission for High Visibility Enforcement (HVE) Patrols to address impaired driving, distracted driving, and seat belt enforcement.

Background and Purpose

This agreement provides funding for the Whatcom County Sheriff's Office to conduct overtime high visibility enforcement (HVE) traffic safety emphasis patrols to address impaired driving, distracted driving, and seat belt enforcement with the goal of reducing traffic accidents.

Funding Amount and Source

Whatcom County Sheriff's Office allocation is \$8,250 (15% of the total Region 11 award of \$55,000) from Washington Traffic Safety Commission. Funds originate from the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration.

Differences from Previous Contract

This is an increase of \$450 from the previous grant.

Please contact Undersheriff Chadwick at extension 6618 if you have any questions or concerns regarding the terms of this agreement.

Thank you.

enclosure

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:		35 Whatcom County Sheriff's Office	
Division/Program: (i.e. Dept. Division and Program)		3520 Bureau of LE & Investigations / 352030 Traffic	
Contract or Grant Administrator:		Doug Chadwick, Undersheriff	
Contractor's / Agency Name:		Washington Traffic Safety Commission	
Is this a New Contract? If not, is this an Amend		ewal to an Existing Contract? Yes No O/CC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval? Yes • Already approved? Council Approved Date:	9 No O	If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes No If yes, grantor age	ency contract	number(s):2023-HVE-4692 CFDA#:20.600	
Is this contract grant funded? Yes O No O If yes, Whatcom O	County grant	contract number(s):	
Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid numbers.		Contract Cost Center: 2965	
Is this agreement excluded from E-Verify? No	○ Yes •	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: Professional services agreement for certified Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments) Contract Amount:(sum of original contract amount and any prior amendments): \$ 8,250.00 This Amendment Amount: \$ Total Amended Amount: \$ 8,250.00 Summary of Scope:	Council appro \$40,000, and of than \$10,000 of 1. Exercisin 2. Contract capital co 3. Bid or av 4. Equipme 5. Contract electronic	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. oval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: ag an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other losts approved by council in a capital budget appropriation ordinance. It is included in Exhibit "B" of the Budget Ordinance. It is included in Exhibit "B" of the Budget Ordinance. It is for manufacturer's technical support and hardware maintenance of the crystems and/or technical support and software maintenance from the proprietary software currently used by Whatcom County.	
This agreement provides funding for the Sheriff's Office to conduct high visibility enforcement (HVE) traffic safety emphasis overtime patrols to address impaired driving, distracted driving, and seat belt enforcement with the goal of reducing traffic accidents. Whatcom County Sheriff's Office allocation is \$8,250 (15% of the total Region 11 award of \$55,000).			
Term of Contract: Upon Execution	D D:	Expiration Date: 9/30/23	
Contract Routing: 1. Prepared by: Donna Duling / 2. Attorney signoff: Approved		Date: 10/27/22 Date: 10/27/22	
 Attorney signoff: Approved via email BW/DD AS Finance reviewed: Approved via email BI 			
4. IT reviewed (if IT related):		Date:	
5. Contractor signed:		Date:	
6. Submitted to Exec.:		Date:	
7. Council approved (if necessary):		Date:	
8. Executive signed:	**************************************	Date:	
9. Original to Council:		Date:	

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

hereinafter referred to as "SUB-RECIPIENT."

AIND			

Whatcom County Sheriff's Office

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Whatcom County Sheriffs Office

In FFY2023, the Washington Traffic Safety Commission has delegated the management and oversight of this project to the Washington Association of Sheriffs and Police Chiefs (WASPC) by contractual agreement. WASPC will act as WTSC's agent in the management and oversight of this project. WTSC will establish agreements with all participating agencies before transferring responsibility to WASPC. WTSC reserves the right to contact participating agencies regarding any elements of this contract.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project 2023-HVE-4692-Region 11 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 11 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2023-HVE-4692-Region 11 Target Zero Task Force was awarded to the Region 11 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2022, and remain in effect until September 30, 2023, unless terminated sooner, as provided herein.

3. SCOPE OF WORK

Problem and Opportunity Statement

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, and distracted driving. In addition, nearly one in every three fatal crashes between 2016 and 2020 involved speeding as a contributing factor. Despite an increased seat belt use rate in 2021, the number of unrestrained fatalities and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 30 percent and serious injuries have increased 58 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

In 2020, Washington experienced a 40 percent reduction in proactive traffic safety enforcement across the state.

WTSC High-Risk Behavior Data Dashboard for Region 11 from 2010 to 2020 show that impairment, speeding, and unrestrained drivers as factors in fatal crashes are trending upwards. Distracted driving related fatal crashes were trending down for the same period.

Following is the average deaths per year in the same period of time:

Impaired Driving: 20.9 deaths per year

• Speed Related: 11.6 deaths per year

Distracted driving: 8.6 deaths per year

Motorcycle Related: 8.5 deaths per year

• Unrestrained Drivers: 6.6 deaths per year

Up to 30% of any unused HVE funds may be redirected to overtime for officers to conduct public education, including: DUI education for Citizen Academy; assist with Child Passenger Safety Checks outreach or education; participation in filming traffic safety public safety announcements; traffic safety education at community events; and traffic safety education for schools.

Project Purpose and Strategy:

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 14, 2022 January 1, 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 3 10, 2023).
- Seat belt enforcement during the Click It or Ticket campaign (May 15 June 4, 2023).
- Impaired driving enforcement during the Summer DUI campaign (August 16 September 4, 2023).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

Goal

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

- HVE events will be data informed; based on crash data, anecdotal evidence, and the
 professional judgement of task force members. WTSC strongly believes in the expertise
 of local officers to understand the highest priority areas in their communities to focus
 their efforts.
- 2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
- 3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
- 4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details

- on an irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
- 5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

Project Intent and Best Practice

- SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2022, Distracted Driving campaign in April 2023, Click It or Ticket campaign in May 2023, and Summer DUI campaign in August 2023).
 NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
- 2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
- 3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
- 4. Participating officers should maximize their contacts during their patrols so that their activity contributes to the goals of the event.
- 5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is a best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
- 6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
- 7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
- 8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
- 9. Mentorship for Impaired driving:
 - The Task Force may engage a DUI mentorship program to train additional officers for DUI related activities. Best practice for DUI mentorship includes 16 hours of instructions to an officer wanting to engage further in DUI emphasis activities. Up to 16 hours of

overtime or straight time will be approved to both mentor/mentees. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1. NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these.

Mobilization	Dates
Holiday DUI	December 15, 2022 – January 1, 2023
U Drive. U Text. U Pay.	April 3 – 10, 2023
Click It or Ticket	May 15 – June 4, 2023
It's a Fine Line (optional if funded)	July 7 – 23, 2023
DUI Drive Sober or Get Pulled Over	August 16 – September 4, 2023

3.2. COMPENSATION

- **3.2.1.** Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.
- **3.2.2.** WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:
 - 10. FICA
 - 11. Medicare
 - 12. Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
 - 13. Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- **3.2.4.** These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.
- **3.2.5.** Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- **3.2.6.** Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- **3.2.7.** The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- **3.2.8.** The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded \$55,000 to the Region 11 Traffic Safety Task Force for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT

can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

The funding (Section 402, CFDA 20.600) for **Region 11** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols	\$15,000
Distracted Driving Patrols	\$10,000
Click It or Ticket	\$5,000
Speed	\$10,000
Motorcycle Safety	\$15,000
TOTAL	\$55,000

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other

understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2023, **must be received by WTSC no later than August 10, 2023.** All invoices for goods received or services performed between July 1, 2023 and September 30, 2023, **must be received by WTSC no later than November 15, 2023.**

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

- **14.1.** Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.
- **14.2.** Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

- **15.1.** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- **15.2.** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
- **15.2.1.** Applicable federal and state statutes and rules
- **15.2.2.** Terms and Conditions of this Agreement
- 15.2.3. Any Amendment executed under this Agreement
- 15.2.4. Any SOW executed under this Agreement
- 15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages,

or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

- **17.2.** The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.
- **17.3.** The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

- **19.1.** The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.
- **19.2.** If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

- **21.1.** During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.
- **21.2.** Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

- **23.2.** If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- **23.3.** The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. If the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC 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.

30. TREATMENT OF ASSETS

- **30.1.** Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
- **30.2.** Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.
- **30.3.** The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT, or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.
- **30.4.** If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
- **30.5.** The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.
- **30.6.** All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when

purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

- **33.1.** By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.
- **33.2.** The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- **33.3.** The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- **33.4.** The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.
- **33.5.** The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- **33.6.** The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding 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 covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.
- **33.7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48

CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- **33.8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- **33.9.** Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

- **33.10.** The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- **33.11.** Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

- **34.1.1.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.
- **34.1.2.** Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.
- **34.1.3.** Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

- **34.1.4.** Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- **34.1.5.** Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- **34.1.6.** Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

- **36.1.** The undersigned certifies, to the best of his or her knowledge and belief, that:
- **36.1.1.** 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 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.
- **36.1.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- **36.1.3.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.
- **36.2.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

- **37.1.** During the performance of this Agreement, the SUB-RECIPIENT agrees:
- **37.1.1.** To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.
- **37.1.2.** Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.
- **37.1.3.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.
- **37.1.4.** That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- **37.1.5.** To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB- RECIPIENT is:	The Target Zero Manager for Region 11 is:	The Contact for WTSC is:
Donna Duling	Carr Lanham	Jerry Noviello
dduling@co.whatcom.wa.us	Region 11 Target Zero Manager	WTSC Program Manager
Dawn Pierce	360-815-4243	jnoviello@wtsc.wa.gov
dpierce@co.whatcom.wa.us	CLanham.WTSC@outlook.com	360-725-9897

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

	WASHINGTON TRAFFIC SAFETY COMMISSION
Signature	Signature
See Attached	
Printed Name	Printed Name
Title	Title
Date	Date

WHATCOM COUNTY: Recommended for Approval:	
Bill Elfo, Sheriff	Date Date
Approved as to form:	
Approved VIA Lemail Buston Prosecuting Attorney	10/27/22 Date
Approved: Accepted for Whatcom County:	
By:	 Date
STATE OF WASHINGTON)) ss COUNTY OF WHATCOM)	
On this day of, 20, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.	
	NOTARY PUBLIC in and for the State of Washington, residing at <u>Bellingham</u> . My commission expires



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-692

File ID: AB2022-692 Version: 1 Status: Agenda Ready

File Created: 11/18/2022 Entered by: DDuling@co.whatcom.wa.us

Department: Sheriff's Office File Type: Interlocal

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Traffic Safety Commission for High Visibility Enforcement (HVE) patrols to address road safety for pedestrians and bicyclists, in the amount of \$14,000.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE Date: Acting Body: Action: Sent To:

Attachments: Memo, Contract







PUBLIC SAFETY BUILDING 311 Grand Avenue Bellingham, WA 98225-4038 (360) 778-6600

MEMORANDUM

To:

Satpal Sidhu, County Executive

From:

Bill Elfo, Sheriff

Date:

November 15, 2022

Subject:

Interagency Agreement

Washington Traffic Safety Commission

High Visibility Enforcement (HVE) Patrols FY23

2023-AG-4712-Bellingham Protecting Mobility for All

Enclosed for your review and signature is one (1) original agreement between Whatcom County Sheriff's Office and the Washington Traffic Safety Commission for High Visibility Enforcement (HVE) Patrols to address road safety for pedestrians and bicyclists.

Background and Purpose

This agreement provides funding for the Whatcom County Sheriff's Office to conduct overtime high visibility enforcement (HVE) traffic safety emphasis patrols to address road safety for vulnerable road users such as pedestrians and bicyclists.

Funding Amount and Source

Whatcom County Sheriff's' Office allocation is \$14,000 (50% of the total Region 11 award of \$28,000) from Washington Traffic Safety Commission. Funds originate from the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration.

Differences from Previous Contract

A decrease of \$1,000 from previous grant.

Please contact Undersheriff Chadwick at extension 6618 if you have any questions or concerns regarding the terms of this agreement.

Thank you.

enclosure

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	35 Whatcom County Sheriff's Office	
Division/Program: (i.e. Dept. Division and Program)	3520 Bureau of LE & Investigations / 352030 Traffic	
Contract or Grant Administrator:	Doug Chadwick, Undersheriff	
Contractor's / Agency Name:	Washington Traffic Safety Commission	
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		
Does contract require Council Approval? Yes • No • Already approved? Council Approved Date:	If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes O No O If yes, grantor agency contract number(s): 2023-AG-4712 CFDA#: 20.616		
Is this contract grant funded? Yes No O If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s):	Contract Cost Center: 2965	
Is this agreement excluded from E-Verify? No O Yes O If no, include Attachment D Contractor Declaration form.		
Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments). Contract Amount:(sum of original contract amount and any prior amendments): \$\frac{14,000.00}{1. Exercisis} 2. Contract capital contract amount Amount: \$\frac{14,000.00}{1. Exercisis} 2. Contract capital contract should be a simple of the contract of	Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Coval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: In gan option contained in a contract previously approved by the council. It is for design, construction, r-o-w acquisition, prof. services, or other costs approved by council in a capital budget appropriation ordinance. Ward is for supplies. Ent is included in Exhibit "B" of the Budget Ordinance. It is for manufacturer's technical support and hardware maintenance of its systems and/or technical support and software maintenance from the err of proprietary software currently used by Whatcom County.	
This agreement provides funding for the Sheriff's Office to conduct high visibility enforcement (HVE) traffic safety emphasis overtime patrols to address road safety for vulnerable road users such as pedestrians and bicyclists. Whatcom County Sheriff's Office allocation is \$14,000 (50% of the total Region 11 award of \$28,000).		
Term of Contract: 41/45/22 UPON EXECUTION Expiration Date: 9/30/23		
Contract Routing: 1. Prepared by: Donna Duling 2. Attorney signoff: Approved via email BW/Di	Date: 11/15/22 Date: 11/15/22	
3. AS Finance reviewed: Approved V 4. IT reviewed (if IT related): 5. Contractor signed: 6. Submitted to Exec.: 7. Council approved (if necessary):	0.1	
8. Executive signed:	Date:	
9. Original to Council:	Date:	

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

The Whatcom County Sherriff's Office

THIS AGREEMENT is made and entered into by <u>and</u> between the <u>Washington Traffic Safety Commission</u>, hereinafter referred to as "WTSC," and Whatcom County Sheriff's Office hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.616, for traffic safety grant project 2023-AG-4712-Bellingham Protecting Mobility for All, specifically to provide funding for the law enforcement agencies in WTSC Region 11 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2023-AG-4712-Bellingham Protecting Mobility for All was awarded to Region 11 to conduct education and HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region's grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than November 15, 2022, and remain in effect until September 30, 2023 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

Problem ID and Opportunity

Between 2016-2020, there were four walkers killed and 32 others seriously injured on Bellingham's roadways. During that same time, there were three bicycle riders killed (all in the past two years) as well as 20 bicycle riders seriously injured on Bellingham's streets. That works out to be one fatality or serious injury for a walker or roller in Bellingham every month for the past five years. Proactive policing and community engagement is needed in priority areas to reduce risk of collisions involving school children and other people walking and rolling.

Goals

Positively change walker, roller, and motor vehicle driver behaviors through law enforcement patrols and media efforts.

Reduce the incidence of crashes involving pedestrians and bicyclists through a mix of communication and enforcement.

Increase the number of police officers trained to understand and enforce current state laws designed to protect vulnerable roadway users including walkers and rollers.

Increase the compliance of all Bellingham road-users with rules and best practices that increase safety for vulnerable road users like walkers and rollers through positive community engagement that focuses on increasing key beliefs and knowledge about the issues.

Strategies

Law enforcement officers will gain skills to identify and focus on populations and locations with a higher proportion of walkers and rollers including school zones.

Use current best practices for community engagement (focus on positive messaging for drivers, walkers, and rollers) in priority locations.

The project team will use positive community norming messages to gain support and behavior change.

This project will narrow that focus further by concentrating on protecting walkers and rollers in areas where schools have a free and reduced lunch rate higher than 45 percent, major walking and biking routes, low-income housing and neighborhoods, and areas of the city where languages other than English are spoken.

This project will leverage the success of Bellingham's Travel With Care public safety campaign, by including public safety announcements and videos by local police officers and profiles of community members who walk and roll in Bellingham on a mix of paid and public media.

Objectives

The Project Team includes (but not limited to) members of the Region 11 Target Zero Task Force including Bellingham PD and Whatcom County Sheriff's Office. The Project Team will deliver the Objectives listed in this SOW.

Enforcement Objectives

Engage multiple law enforcement agencies in the design and development of an enforcement plan, community outreach, and education activities for the project period.

Law enforcement officers from agencies including Bellingham PD and Whatcom County Sheriff's Office will conduct proactive traffic safety emphasis patrols in identified problem locations.

Sub-recipient will collaborate with Public Works transportation planners to identify collision locations involving people walking and rolling. They will specifically look for common risk factors and safety countermeasures — including temporary or permanent infrastructure - to reduce collision risk.

Other Considerations, Exceptions, And Notes Regarding HVE Patrols

Maximizing contacts: Participating law enforcement officers should make as many contacts as they can during these patrols to positively influence driving behavior.

Process Measures

Number of enforcement patrols completed during the project period.

Activity logs and enforcement data of participating officers during enforcement patrols.

Observational studies of walker, roller, and driver behaviors at intersections before and after enforcement patrols.

Pre and post training surveys of participating law enforcement officers to determine understanding of current state laws, local crash data, and other issues related to walkers, rollers, and all vulnerable road users.

Reach and frequency results of media outreach and public awareness campaigns.

Number of times video aired on BTV.

Number of project stories aired by local radio stations.

Short Term Outcomes (Skill* knowledge, beliefs)

Increased number of drivers with knowledge of bike and pedestrian laws.

Increased number of police officers trained to understand and enforce current state laws designed to protect vulnerable roadway users.

Increased awareness by drivers and walker/rollers at intersections where enforcement events are focused as measured by observational studies.

Increased awareness and positive community norming by drivers towards walkers and rollers to include yielding to walkers and rollers in the intersections.

Increased public awareness of safety issues faced by walkers and rollers and other vulnerable roadway users.

Increased number of drivers with knowledge of school zone laws.

Increased number of drivers who comply with speed limits in school zones.

Walkers and rollers demonstrate best safety practices on all roadways.

School age children demonstrate safe walking and biking knowledge and skills.

Intermediate Outcomes (Behaviors)

Increased compliance of safety issues faced by walkers and rollers and other vulnerable roadway users.

Increased compliance of state laws designed to protect walkers and rollers and other vulnerable road users.

Increased number of drivers who park safely and legally when dropping off or picking up their children from school.

Increased number of students who practice safe walking and biking.

Increased number of drivers yielding to pedestrians in crosswalks.

Increased number of pedestrians using marked crosswalks when available.

Decreased number of pedestrians crossing mid-block and not in crosswalks.

Decreased number of rollers on the sidewalks in the downtown district.

Reduced number of complaints associated with rollers on the sidewalks.

Increased compliance with safe and legal speeds in school zones.

Long Term Outcomes (Crash involvement)

Decreased in crashes that include both motor vehicles and vulnerable road users (walkers and rollers).

Projected Safety Impacts

Reduction in crashes where both a motor vehicle and vulnerable road user (walkers and rollers) is involved.

3.2. COMPENSATION

- 3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.
- 3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officers normal salary rate plus SUB-Recipient's contributions to employee benefits, limited to the following:
 - FICA
 - Medicare
 - Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
 - Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUBRECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the

statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

- 3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded \$60,000 to the Region 11 Target Zero Task Force for the purpose of conducting coordinated walker roller safety overtime HVE patrols and conducting additional grant activities. The Region 11 Target Zero Task Force Coordinator will distribute the funding allotment to the participating and eligible law enforcement agencies. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved overtime expenses incurred as a participant in this grant.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using WTSC's Enterprise Management System (WEMS). WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2023, must be received by WTSC no later than August 10, 2023. All invoices for goods received or services performed between July 1, 2023 and September 30, 2023, must be received by WTSC no later than November 15, 2023.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs "incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

- 14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-Recipient's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-Recipient's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT who shall abide by the decision.
- 14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

- 15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- 15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
- 15.2.1. Applicable federal and state statutes and rules
- 15.2.2. Terms and Conditions of this Agreement
- 15.2.3. Any Amendment executed under this Agreement
- 15.2.4. Any SOW executed under this Agreement
- 15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

- 17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-Recipient's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.
- 17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.
- 17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

- 19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.
- 19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUBRECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUBRECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

- 21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.
- 21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUBRECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

- 23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC 5101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.
- 23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights

in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation and may terminate this Agreement immediately. At the WTSC's discretion, the SUBRECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the

WTSC 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.

30. TREATMENT OF ASSETS

- 30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
- 30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.
- 30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.
- 30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
- 30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.
- 30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-Recipient's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to

purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

- 33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.
- 33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.
- 33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- 33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding 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 covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.
- 33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

- 33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

- 34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.
- 34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.
- 34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.
- 34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

- 34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- 34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

- 36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:
- 36.1.1. 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 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.
- 36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- 36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.
- 36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. 5 2000d et seq.)

- 37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:
 - 37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.
 - 37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal nondiscrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.
 - 37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the wrsc, USDOT, or NHTSA.
 - 37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to
- withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- 37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with

customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all *communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUBRECIPIENT is:	The Target Zero Manager for Region 14 is:	The Contact for WTSC is:
Sergeant Kevin Moyes kmoyes@co.whatcom.wa.us 360-410-0469	Carr Lanham Region 11 Target Zero Manager <u>clanham@wtscwa.com</u> 360-815-4243	Jessie Knudsen WTSC Program Manager jknudsen <u>@wtsc.wa.gov</u> 360-791-5496

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHINGTON TRAFFIC SAFETY COMMISSION	The Whatcom County Sherriff's Office
	Sec Attached.
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

WHATCOM COUNTY: Recommended for Approval:	
Bill Elfo, Sheriff	n r zz Date
Approved as to form:	
Approved via unail Bulbo Prosecuting Attorney	<u> </u>
Approved: Accepted for Whatcom County:	
By: Satpal Sidhu, Whatcom County Executive	Date
STATE OF WASHINGTON)) ss COUNTY OF WHATCOM)	
On this day of, 20 known to be the Executive of Whatcom County, acknowledged to me the act of signing and sealing	_, before me personally appeared Satpal Sidhu, to me who executed the above instrument and who ng thereof.
	NOTARY PUBLIC in and for the State of Washington, residing at <u>Bellingham</u> . My commission expires



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-693

File ID: AB2022-693 Version: 1 Status: Agenda Ready

File Created: 11/18/2022 Entered by: DDuling@co.whatcom.wa.us

Department: Sheriff's Office File Type: Interlocal

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and U.S. Department of Justice Drug Enforcement Administration for Cooperative State and Local Task Force Agreement FY2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

Attachments:

HISTORY OF LEGISLATIVE FILE			
Date:	Acting Body:	Action:	Sent To:

Memo, Contract





PUBLIC SAFETY BUILDING 311 Grand Avenue Bellingham, WA 98225-4038 (360) 778-6600

MEMORANDUM

TO:

Satpal Sidhu, County Executive

FROM:

Bill Elfo, Sheriff

DATE:

October 26, 2022

SUBJECT: Drug Enforcement Administration (DEA) Bellingham Resident Office State

and Local Task Force Agreement for Fiscal Year 2023.

Enclosed for your review and signature is one (1) original agreement between Whatcom County Sheriff's Office and the U.S. Department of Justice Drug Enforcement Administration.

Background and Purpose

The Whatcom Gang and Drug Task Force is co-located with the U.S. Drug Enforcement Administration (DEA) and occupies space in the DEA facility. This is a no-cost noreimbursement agreement required by DEA for the Sheriff's Office Drug Task Force Sergeant assigned to the DEA Bellingham Resident Office State and Local Task Force at the facility.

Funding Amount and Source

Each agency is responsible for their own personnel costs in this agreement. The Drug Task Force Sergeant is included in existing Whatcom County Sheriff's budget.

Difference from Previous Contract

N/A

Please contact Undersheriff Chadwick at extension 6618 if you have any questions or concerns regarding this request.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Whatcom County Sheriff's Office		
Division/Program: (i.e. Dept. Division and Program)	35 Sheriff's Office/ 3520 Bureau of LE & Investigations/ 352070 Drug Task Force		
Contract or Grant Administrator:	Doug Chadwick, Undersheriff		
Contractor's / Agency Name:	U.S. Department of Justice Drug Enforcement Administration		
Is this a New Contract? If not, is this an Amendment or Renewal, (per Vision of the Contract).	newal to an Existing Contract? WCC 3.08.100 (a)) Original Contract #: Yes O No O		
Does contract require Council Approval? Yes No Already approved? Council Approved Date:	If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		
Is this a grant agreement? Yes No O If yes, grantor agency contract			
Is this contract grant funded? Yes No If yes, Whatcom County grant	contract number(s):		
Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s):	Contract Cost Center:		
Is this agreement excluded from E-Verify? No Yes •	If no, include Attachment D Contractor Declaration form.		
amount and any prior amendments): \$\begin{align*} \$\\$40,000, and than \$10,000 \\ 1. Exercising 2. Contract capital control of the control of	cofessional. Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Coval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: In an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other costs approved by council in a capital budget appropriation ordinance. Ward is for supplies. Ent is included in Exhibit "B" of the Budget Ordinance. It is for manufacturer's technical support and hardware maintenance of		
	c systems and/or technical support and software maintenance from the or of proprietary software currently used by Whatcom County.		
The Cooperative State and Local Agreement is required by the Drug Enforcement Administration to participate in the Bellingham Resident Office State and Local Task Force.			
Term of Contract: 10/1/2022	Expiration Date: 9/30/2023		
Contract Routing: 1. Prepared by: D.Duling 2. Attorney signoff: Approved Will 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: 10/26/22		
7. Original to Council.	Date		

Last edited 04/11/19

COOPERATIVE STATE AND LOCAL AGREEMENT

WHATCOM COUNTY SHERIFF'S OFFICE

This agreement is made this 1st day of October, 2022 between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Whatcom County Sheriff's Office ORI# WA0370000 (hereinafter "WCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Whatcom, Skagit and San Juan Islands area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Washington, the parties hereto agree to the following:

- 1. The Bellingham Resident Office Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

To accomplish the objectives of the Bellingham Resident Office Task Force, the WCSO agrees to detail one (1) experienced officer to the Bellingham Resident Office Task Force for a period of not less than two years. During this period of assignment, the officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

- 2. The officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 3. The WCSO officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
- 4. To accomplish the objectives of the Bellingham Resident Office Task Force, DEA will assign five (5) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
- 5. The WCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended,

and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

6. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2023. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WCSO during the term of this agreement.

For the Drug Enforcement Administration:	
Jacob D. Galvan Acting Special Agent in Charge	Date:
Title	
For the Whatcom County Sheriff's Office:	
See Attached Bill Elfo	Date:
Sheriff	
Title	

WHATCOM COUNTY: Recommended for Approval:	
Bill Elfo, Sheriff	11 17 22 Date
Approved as to form:	
Approved via Amail Buston Prosecuting Attorney	
Approved: Accepted for Whatcom County:	
By: Satpal Sidhu, Whatcom County Executive	 Date
STATE OF WASHINGTON)) ss COUNTY OF WHATCOM)	
,	
	NOTARY PUBLIC in and for the State of Washington, residing atBellingham My commission expires



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-697

File ID: AB2022-697 Version: 1 Status: Agenda Ready

File Created: 11/21/2022 Entered by: LCumming@co.whatcom.wa.us

Department: Public Works File Type: Contract

Department

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a Local Agency Standard Consultant Agreement Supplemental No. 1 between Whatcom County and KPFF, Inc. to provide on-call professional mechanical engineering support for the Whatcom County ferry program in the amount of \$40,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works is responsible for inspection, maintenance and repair of the Gooseberry Point and Lummi Island ferry terminal structures in support of the ferry system. This Local Agency Agreement will allow Public Works to utilize KPFF, Inc. for specific tasks related to mechanical, hydraulic and electrical systems issues that may arise throughout the year. This supplemental adds an additional \$40,000 to the agreement and extends the completion date of the agreement to December 31, 2023. Adequate budget authority exists for this expenditure

HISTORY OF LEGISLATIVE FILE			
Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Proposed Contract

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Elizabeth Kosa

Interim Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Phone: (360) 778-6210 Fax: (360) 778-6211

MEMORANDUM

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive

and Honorable Members of the Whatcom County Council

Through: Elizabeth Kosa, Interim Director

From: James P. Karcher, P.E., County Engineer

James E. Lee, P.E., Engineering Manager

Date: November 15, 2022

Re: On-Call Mechanical Engineering Support for the Ferry Program

Local Agency Standard Consultant Agreement

Supplement No. 1 with KPFF, Inc., WCC No. 202204028

Enclosed for your review and DocuSign signature is the Local Agency Standard Consultant Agreement Supplement No. 1 between KPFF, Inc. and Whatcom County.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency Standard Consultant Agreement Supplement No.1 with KPFF, Inc. to provide on-call professional mechanical engineering support for the Whatcom County ferry program.

Project Background

Public Works is responsible for inspection, maintenance and repair of the Gooseberry Point and Lummi Island ferry terminal structures in support of the ferry system. This contract will allow Public Works to utilize KPFF, Inc. for specific tasks related to mechanical, hydraulic and electrical systems issues that may arise throughout the year. Individual task orders will be issued for these specific tasks.

This supplement adds an additional \$40,000.00 to the agreement and extends the completion date of the contract to December 31, 2023.

Funding Amount and Source

The not-to-exceed amount for the original agreement and Supplement No. 1 is \$80,000.00. Adequate budget authority exists for this expenditure.

Please contact James Lee at extension 6264 if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:			
Division/Program: (i.e. Dept. Division and Program)			
Contract or Grant Administrator:			
Contractor's / Agency Name:			
		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval? Ye Already approved? Council Approved Date: _		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes No If yes, grantor a	agency contract	number(s): CFDA#:	
Is this contract grant funded? Yes No If yes, Whatcon	m County grant	contract number(s):	
Is this contract the result of a RFP or Bid proces	ss?	Contract	
Yes No If yes, RFP and Bid nu	ımber(s):	Cost Center:	
Is this agreement excluded from E-Verify? N	No Yes	If no, include Attachment D Contractor Declaration form.	
Fris Amendment Amount: Total Amended Amount:		rofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. roval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: In an option contained in a contract previously approved by the council. It is for design, construction, r-o-w acquisition, prof. services, or other costs approved by council in a capital budget appropriation ordinance. Ward is for supplies. ent is included in Exhibit "B" of the Budget Ordinance. It is for manufacturer's technical support and hardware maintenance of	
Summary of Scope:		e systems and/or technical support and software maintenance from the r of proprietary software currently used by Whatcom County.	
Term of Contract:		Expiration Date:	
Contract Routing: 1. Prepared by:		Date:	
2. Attorney signoff:		Date:	
3. AS Finance reviewed:4. IT reviewed (if IT related):		Date:	
5. Contractor signed:	·	Date: Date:	
6. Submitted to Exec.:		Date:	
7. Council approved (if neces	ssarv):	Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	



NII	al Agreement	Organization and Address	
Original Agreement N	umber		
		Phone:	
Project Number		Execution Date	Completion Date
Project Title		New Maximum Amount Pay	/able
Description of Work			
The Local Agency	y of		
			modified by this supplement.
The changes to the	ne agreement are described	d as follows:	
Section 1 SCOP	E OF WORK, is hereby cha	I nnged to read:	
•		II DMPLETION, is amended to c	change the number of calendar days
		III	
Section V, PAYMI	ENT, shall be amended as f	follows:	
If you concur with spaces below and	this supplement and agree d return to this office for fina	al action.	this supplement. ove, please sign in the Appropriate
	Consultant Signature	A	pproving Authority Signature
DOT Form 140 062	Approved as to form: approved electronically CQ/JEL 1	1-15-22	Date

DOT Form 140-063 Revised 09/2005

-350

Christopher Quinn
Senior Deputy Prosecuting Attorney – Civil Division

The Consultant, KPFF, Inc., shall provide mechanical analysis and design services related to the Whatcom County Ferry Program on an on-call basis. The County shall issue task orders for specific assignments under this agreement. The task orders shall define the scope of the task, the nature of the products and deliverables, and the allowable expenses to be billed for that task in accordance with Exhibit D. Only those expenses specifically approved by the County in a task order shall be compensable under this agreement.

The County makes no express or implied guarantees as the minimum amount of expenditures that shall be requested and approved under this agreement.

KPFF Consulting Engineers

Consultant Fee Summary ANTE (11-15-2022)

Whatcom County On-Call Mechanical Engineering Services

 Overhead (OH) Cost
 144.97%

 Fixed Fee (FF)
 30.00%

Classification	Direct Hourly Rate		ОН	FF	Hourly ANTE Rate	
Principal	\$	79.04	114.58	23.71	\$ 217.34	
Project Manager	\$	76.66	111.14	23.00	\$ 210.80	
Technical Specialist	\$	78.18	113.34	23.45	\$ 214.97	
Senior Engineer II	\$	74.54	108.07	22.36	\$ 204.97	
Senior Engineer I	\$	70.67	102.45	21.20	\$ 194.32	
Project Engineer II	\$	52.12	75.56	15.64	\$ 143.31	
Project Engineer I	\$	44.57	64.61	13.37	\$ 122.55	
Design Engineer II	\$	49.13	71.22	14.74	\$ 135.09	
Design Engineer I	\$	41.05	59.51	12.32	\$ 112.88	
Intern	\$	26.50	38.42	7.95	\$ 72.87	
Senior Project Coordinator	\$	45.25	65.60	13.58	\$ 124.42	
Project Coordinator	\$	40.08	58.10	12.02	\$ 110.21	
CAD Drafter II	\$	61.16	88.66	18.35	\$ 168.17	
CAD Drafter I	\$	49.62	71.93	14.89	\$ 136.44	
Administration	\$	31.50	45.67	9.45	\$ 86.62	
Title 12	\$	-	0.00	0.00	\$ -	
Title 13	\$	-	0.00	0.00	\$ -	
Title 14	\$	-	0.00	0.00	\$ -	
Title 15	\$	-	0.00	0.00	\$ -	
Title 16	\$	-	0.00	0.00	\$ -	
Title 17	\$	-	0.00	0.00	\$ -	
Title 18	\$	-	0.00	0.00	\$ -	
Title 19	\$	-	0.00	0.00	\$ -	
Title 20	\$	-	0.00	0.00	\$ -	



Development Division Contract Services Office PO Box 47408 Olympia, WA 98504-7408 7345 Linderson Way SW

Tumwater, WA 98501-6504

TTY: 1-800-833-6388 www.wsdot.wa.gov

October 27, 2022

KPFF, Inc. 1601 Fifth Avenue, Ste 1600 Seattle, WA 98101-3665

Subject: Acceptance FYE 2022 ICR - Cognizant Review

Dear Marci Monroe-Jones:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the "Cognizant Review" from the Washington State Department of Transportation Audit Office as follows:

• Home Rate: 144.97%

Home Facilities Capital Cost of Money (FCCM): 0.19%

• Field Rate: 109.91%

Field Facilities Capital Cost of Money (FCCM): 0.04%

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey (Oct 27, 2022 11:26 PDT) SCHATZIE HARVEY, CPA

Contract Services Manager

SH:ah



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-698

File ID: AB2022-698 Version: 1 Status: Agenda Ready

File Created: 11/21/2022 Entered by: LCumming@co.whatcom.wa.us

Department: Public Works File Type: Contract

Department

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 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 Standard Consultant Agreement Supplemental No. 1 between Whatcom County and KPFF, Inc. to provide on-call professional structural engineering support for the Whatcom County bridge program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works is responsible for the inspection, maintenance and repair of approximately 163 county-owned bridges, including the Lummi Island Ferry system terminal structures. This Local Agency Agreement will allow Public Works to utilize KPFF, Inc. for specific tasks related to structural analysis and design for bridge and ferry issues that may arise throughout the year. This supplement adds an additional \$40,000 to the agreement and extends the completion date of the agreement to December 31, 2023. Adequate budget authority exists for this expenditure

Date: Acting Body: Action: Sent To:

Attachments: Memo, Proposed Contract

HISTORY OF LEGISLATIVE FILE

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Elizabeth Kosa

Interim Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

MEMORANDUM

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive

and Honorable Members of the Whatcom County Council

Elizabeth Kosa, Interim Director Through:

James P. Karcher, P.E., County Engineer From:

James E. Lee, P.E., Engineering Manager

Date: November 15, 2022

Re: On-Call Structural Engineering Support for Bridge Program

Local Agency Standard Consultant Agreement

Supplement No. 1 with KPFF, Inc., WCC No. 202203023

Enclosed for your review and DocuSign signature is the Local Agency Standard Consultant Agreement Supplement No. 1 between KPFF, Inc. and Whatcom County.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency Standard Consultant Agreement Supplement No.1 with KPFF, Inc. to provide on-call professional structural engineering support for the Whatcom County bridge program.

Project Background

Public Works is responsible for inspection, maintenance and repair of approximately 163 Countyowned bridges, including the Lummi Island Ferry system terminal structures. This contract will allow Public Works to utilize KPFF, Inc. for specific tasks related to structural analysis and design for bridge and ferry issues that may arise throughout the year. Individual task orders will be issued for these specific tasks.

This supplement adds an additional \$40,000.00 to the agreement and extends the completion date of the contract to December 31, 2023.

Funding Amount and Source

The not-to-exceed amount for the original agreement and Supplement No. 1 is \$80,000.00. Adequate budget authority exists for this expenditure.

Please contact James Lee at extension 6264 if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Elizabeth Kosa

Interim Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

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WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:			
Division/Program: (i.e. Dept. Division and Program)			
Contract or Grant Administrator:			
Contractor's / Agency Name:			
		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval? Ye Already approved? Council Approved Date: _		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes No If yes, grantor a	agency contract	number(s): CFDA#:	
Is this contract grant funded? Yes No If yes, Whatcon	m County grant	contract number(s):	
Is this contract the result of a RFP or Bid proces	ss?	Contract	
Yes No If yes, RFP and Bid nu	ımber(s):	Cost Center:	
Is this agreement excluded from E-Verify? N	No Yes	If no, include Attachment D Contractor Declaration form.	
Fris Amendment Amount: Total Amended Amount:		rofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. roval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: In an option contained in a contract previously approved by the council. It is for design, construction, r-o-w acquisition, prof. services, or other costs approved by council in a capital budget appropriation ordinance. Ward is for supplies. ent is included in Exhibit "B" of the Budget Ordinance. It is for manufacturer's technical support and hardware maintenance of	
Summary of Scope:		e systems and/or technical support and software maintenance from the r of proprietary software currently used by Whatcom County.	
Term of Contract:		Expiration Date:	
Contract Routing: 1. Prepared by:		Date:	
2. Attorney signoff:		Date:	
3. AS Finance reviewed:4. IT reviewed (if IT related):		Date:	
5. Contractor signed:	·	Date: Date:	
6. Submitted to Exec.:		Date:	
7. Council approved (if neces	ssarv):	Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	



Supplemental Agreement Number		Organization and Address	Organization and Address			
Original Agreement No	umber					
		Phone:	Phone:			
Project Number		Execution Date	Completion Date			
Project Title		New Maximum Amount Pa	New Maximum Amount Payable			
Description of Work						
The Local Agency	/ of					
desires to supple	ment the agreement entere	d in to with				
and executed on	and ide	entified as Agreement No. $_$				
All provisions in the	ne basic agreement remain	in effect except as expressly	y modified by this supplement.			
The changes to the	ne agreement are describe	d as follows:				
	E OF WORK, is hereby cha	<u> </u>				
		II DMPLETION, is amended to	change the number of calendar days			
		III				
Section V, PAYMI	ENT, shall be amended as	rollows:				
If you concur with			f this supplement. pove, please sign in the Appropriate			
Ву:		By:				
	Consultant Signature		Approving Authority Signature			
DOT Form 140-063	Approved as to form: approved electronically CQ/JEL	11-15-22	Date			

Revised 09/2005

-358

Christopher Quinn Senior Deputy Prosecuting Attorney – Civil Division The Consultant, KPFF, Inc., shall provide structural analysis and design services related to the Whatcom County Bridge Program on an on-call basis. The County shall issue task orders for specific assignments under this agreement. The task orders shall define the scope of the task, the nature of the products and deliverables, and the allowable expenses to be billed for that task in accordance with Exhibit D. only those expenses specifically approved by the County in a task order shall be compensable under this agreement.

The County makes no express or implied guarantees as the minimum amount of expenditures that shall be requested and approved under this agreement.

KPFF Consulting Engineers

Consultant Fee Summary ANTE (11-15-2022)

Whatcom County On-Call Structural Engineering Services

 Overhead (OH) Cost
 144.97%

 Fixed Fee (FF)
 30.00%

Classification	Direct Hourly Rate		ОН	FF	Hourly FF ANTE Rate	
Principal	\$	79.04	114.58	23.71	\$	217.34
Project Manager	\$	76.66	111.14	23.00	\$	210.80
Technical Specialist	\$	78.18	113.34	23.45	\$	214.97
Senior Engineer II	\$	74.54	108.07	22.36	\$	204.97
Senior Engineer I	\$	70.67	102.45	21.20	\$	194.32
Project Engineer II	\$	52.12	75.56	15.64	\$	143.31
Project Engineer I	\$	44.57	64.61	13.37	\$	122.55
Design Engineer II	\$	49.13	71.22	14.74	\$	135.09
Design Engineer I	\$	41.05	59.51	12.32	\$	112.88
Intern	\$	26.50	38.42	7.95	\$	72.87
Senior Project Coordinator	\$	45.25	65.60	13.58	\$	124.42
Project Coordinator	\$	40.08	58.10	12.02	\$	110.21
CAD Drafter II	\$	61.16	88.66	18.35	\$	168.17
CAD Drafter I	\$	49.62	71.93	14.89	\$	136.44
Administration	\$	31.50	45.67	9.45	\$	86.62
Title 12	\$	-	0.00	0.00	\$	-
Title 13	\$	-	0.00	0.00	\$	-
Title 14	\$	-	0.00	0.00	\$	-
Title 15	\$	-	0.00	0.00	\$	-
Title 16	\$	-	0.00	0.00	\$	-
Title 17	\$	-	0.00	0.00	\$	-
Title 18	\$	-	0.00	0.00	\$	-
Title 19	\$	-	0.00	0.00	\$	-
Title 20	\$	-	0.00	0.00	\$	-



Development Division Contract Services Office PO Box 47408 Olympia, WA 98504-7408 7345 Linderson Way SW

Tumwater, WA 98501-6504

TTY: 1-800-833-6388 www.wsdot.wa.gov

October 27, 2022

KPFF, Inc. 1601 Fifth Avenue, Ste 1600 Seattle, WA 98101-3665

Subject: Acceptance FYE 2022 ICR - Cognizant Review

Dear Marci Monroe-Jones:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the "Cognizant Review" from the Washington State Department of Transportation Audit Office as follows:

Home Rate: 144.97%

Home Facilities Capital Cost of Money (FCCM): 0.19%

Field Rate: 109.91%

Field Facilities Capital Cost of Money (FCCM): 0.04%

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

SCHATZIE HARVEY, CPA

Contract Services Manager

SH:ah



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-699

File ID: AB2022-699 Version: 1 Status: Agenda Ready

File Created: 11/21/2022 Entered by: LCumming@co.whatcom.wa.us

Department: Public Works File Type: Contract

Department

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 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 Standard Consultant Agreement Supplement No. 1 between Whatcom County and Trantech Engineering, LLC to provide on-call professional structural engineering support for the Whatcom County bridge program in the amount of \$40,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works is responsible for inspection, maintenance and repair of approximately 163 county-owned bridges, including the Lummi Island Ferry system terminal structures. This Local Agency Agreement will allow Public Works to utilize Trantech Engineering, LLC for specific tasks related to structural analysis and design for bridge and ferry issues that may arise throughout the year. This supplement adds an additional \$40,000 to the agreement and extends the completion date of the agreement to December 31, 2023. Adequate budget authority exists for this expenditure

HISTOR	HISTORY OF LEGISLATIVE FILE										
Date:	Acting Body:	Action:	Sent To:								

Attachments: Memo, Proposed Contract

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Elizabeth Kosa

Interim Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6210

MEMORANDUM

To: The Honorable Satpal Singh Sidhu, Whatcom County Executive

and Honorable Members of the Whatcom County Council

Through: Elizabeth Kosa, Interim Director

From: James P. Karcher, P.E., County Engineer

James E. Lee, P.E., Engineering Manager

Date: November 15, 2022

Re: On-Call Structural Engineering Support for Bridge Program

Local Agency Standard Consultant Agreement

Supplement No. 1 with Trantech Engineering, LLC, WCC No. 202203022

Enclosed for your review and DocuSign signature is the Local Agency Standard Consultant Agreement Supplement No. 1 between Trantech Engineering, LLC and Whatcom County.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency Standard Consultant Agreement Supplement No.1 with Trantech Engineering, LLC to provide on-call professional structural engineering support for the Whatcom County bridge program.

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Funding Amount and Source

The not-to-exceed amount for the original agreement and Supplement No. 1 is \$80,000.00. Adequate budget authority exists for this expenditure.

Please contact James Lee at extension 6264 if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:									
Division/Program: (i.e. Dept. Division and Program)									
Contract or Grant Administrator:									
Contractor's / Agency Name:									
		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:							
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)							
Is this a grant agreement? Yes No If yes, grantor agency contract number(s): CFDA#:									
Is this contract grant funded? Yes No If yes, Whatcon	n County grant	contract number(s):							
Is this contract the result of a RFP or Bid process Yes No If yes, RFP and Bid nur		Contract Cost Center:							
Is this agreement excluded from E-Verify? N	o Yes	If no, include Attachment D Contractor Declaration form.							
☐ Contract work is for less than \$100,000. ☐ Contract work is for less than 120 days. ☐ Interlocal Agreement (between Government Contract Amount:(sum of original contract amount and any prior amendments):	ts). Council appro \$40,000, and p	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Wal required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater for 10% of contract amount, whichever is greater, except when:							
\$ This Amendment Amount:	 Exercisin 	g an option contained in a contract previously approved by the council.							
\$		is for design, construction, r-o-w acquisition, prof. services, or other osts approved by council in a capital budget appropriation ordinance.							
Total Amended Amount:		vard is for supplies. In this included in Exhibit "B" of the Budget Ordinance.							
\$	5. Contract	is for manufacturer's technical support and hardware maintenance of							
Summary of Scope:		e systems and/or technical support and software maintenance from the r of proprietary software currently used by Whatcom County.							
Term of Contract:		Expiration Date:							
Contract Routing: 1. Prepared by:		Date:							
Contract Routing: 1. Prepared by: 2. Attorney signoff:		Date: Date:							
Contract Routing: 1. Prepared by: 2. Attorney signoff: 3. AS Finance reviewed:		Date: Date: Date:							
Contract Routing: 1. Prepared by: 2. Attorney signoff:		Date: Date:							
Contract Routing: 1. Prepared by: 2. Attorney signoff: 3. AS Finance reviewed: 4. IT reviewed (if IT related):		Date: Date: Date: Date: 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 necess		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.:		Date: Date: Date: Date: Date: Date: Date: Date: Date:							



Supplemental Agreemen Number		Organization and Address						
Original Agreement Number								
	P	hone:						
Project Number	E	xecution Date		Completion Date				
Project Title	N	ew Maximum Amount F	Payable					
Description of Work	I							
The Local Agency of								
desires to supplement the agreem	ent entered in to wit	h						
and executed on	and identified as	Agreement No						
All provisions in the basic agreeme			sly modifi	ed by this supplement.				
The changes to the agreement are	e described as follow	/S:						
Section 1, SCOPE OF WORK, is h	nereby changed to re	l ead:						
Section IV, TIME FOR BEGINNING			•	•				
for completion of the work to read:		III						
Section V, PAYMENT, shall be am	ended as follows:							
as set forth in the attached Exhibit If you concur with this supplement spaces below and return to this of	and agree to the ch							
By:		By:						
Consultant Signatu	re		Approving	Authority Signature				
Approved as to form: Approved as to form: approved electron	ically CQ/JEL 11-15-22			Date				

Revised 09/2005

-365

Christopher Quinn Senior Deputy Prosecuting Attorney – Civil Division The Consultant, Trantech Engineering, LLC, shall provide structural analysis and design services related to the Whatcom County Bridge Program on an on-call basis. The County shall issue task orders for specific assignments under this agreement. The task orders shall define the scope of the task, the nature of the products and deliverables, and the allowable expenses to be billed for that task in accordance with Exhibit D. only those expenses specifically approved by the County in a task order shall be compensable under this agreement.

The County makes no express or implied guarantees as the minimum amount of expenditures that shall be requested and approved under this agreement.

Actuals Not To Exceed Table (ANTE)

Whatcom County On-Call Structural Engineering Services TranTech Engineering, LLC 365 118th Ave SE, Suite 100 Bellevue, WA 98005

11-15-2022

	Direct	Overhead	Fixed Fee	All Inclusive
Job Classifications	Labor Rate	NTE*	NTE	Hourly Billng
	NTE*	130.57%	30.00%	Rate NTE
Office Assistant	\$24.43	\$31.90	\$7.33	\$63.66
Administrative 1	\$24.43	\$31.90	\$7.33	\$63.66
Administrative 2	\$47.93	\$62.58	\$14.38	\$124.89
Administrative 3	\$47.93	\$62.58	\$14.38	\$124.89
Office Engineer	\$53.92	\$70.40	\$16.18	\$140.50
CAD Technician	\$46.54	\$60.77	\$13.96	\$121.27
Senior CAD Technician	\$50.33	\$65.72	\$15.10	\$131.14
Staff Structural Engineer 1	\$50.33	\$65.72	\$15.10	\$131.14
Staff Structural Engineer 2	\$53.92	\$70.40	\$16.18	\$140.50
Project Structural Engineer	\$71.90	\$93.88	\$21.57	\$187.35
Senior Structural Engineer	\$83.87	\$109.51	\$25.16	\$218.54
Project Manager	\$77.88	\$101.69	\$23.36	\$202.93
Construction Inspector	\$53.92	\$70.40	\$16.18	\$140.50
Construction Senior Inspector	\$71.90	\$93.88	\$21.57	\$187.35
Construction Manager	\$94.66	\$123.60	\$28.40	\$246.66
Resident Engineer	\$94.66	\$123.60	\$28.40	\$246.66
Principal	\$106.65	\$139.25	\$32.00	\$277.90
Engineer	\$41.95	\$54.77	\$12.59	\$109.31
Marine Engineer	\$83.87	\$109.51	\$25.16	\$218.54
Staff Civil Engineer	\$47.93	\$62.58	\$14.38	\$124.89
Project Civil Engineer	\$59.91	\$78.22	\$17.97	\$156.11
Senior Civil Engineer	\$71.90	\$93.88	\$21.57	\$187.35
Specialty Technician	\$53.92	\$70.40	\$16.18	\$140.50
Bridge Rehabiliation Specialist	\$68.26	\$89.13	\$20.48	\$177.87
Bridge Technician 2	\$58.17	\$75.95	\$17.45	\$151.57
QA/QC Engineer	\$99.09	\$129.38	\$29.73	\$258.20
ROW Manager	\$75.62	\$98.74	\$22.69	\$197.04

^{*} WSDOT Approved Rates and Audited Overhead



Development Division Contract Services Office PO Box 47408 Olympia, WA 98504-7408 7345 Linderson Way SW Tumwater, WA 98501-6504

TTY: 1-800-833-6388 www.wsdot.wa.gov

July 22, 2022

Tran Tech Engineering, LLC 12011 NE 1st street, Suite 305 Bellevue, WA 98005

Subject: Acceptance FYE 2021 ICR – Risk Assessment Review

Dear Kash Nikzad:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2021 ICR of 130.57% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON

Contract Services Manager

EKJ:ah



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-700

File ID: AB2022-700 Version: 1 Status: Agenda Ready

File Created: 11/21/2022 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: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the Washington State Department of Health for the delivery and funding of various public health services in the amount of \$109,206, for a total amended agreement amount of \$8,487,174

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Staff Memo, Proposed Amendment

See attachments

Attachments:

HISTO	HISTORY OF LEGISLATIVE FILE										
Date:	Acting Body:	Action:	Sent To:								

WHATCOM COUNTY Health Department



Amy Harley, MD, MPH, Co-Health Officer Greg Thompson, MD, MPH, Co-Health Officer

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Washington State Department of Health – 2022 – 2024 Consolidated Contract Amendment #9

DATE: November 21, 2022

Attached is a grant amendment between the Washington State Department of Health and Whatcom County for your review and signature.

Background and Purpose

The Consolidated Contract defines the joint and cooperative relationship between Whatcom County and the Washington State Department of Health for the delivery and funding of various public health services in Whatcom County.

Funding Amount and Source

Total funding for this grant is \$8,487,174 and is provided by state and federal sources; these funds will be included in the 2022 and 2023 budgets. Council approval is required as new grant funds exceeding \$40,000 are provided by this amendment.

Differences from Previous Contract

This amendment adds or revises funding and/or statements of work for the following programs:

Program	Allocation/Revision Purpose
COVID-19 Epidemiology & Laboratory Capacity Response	Extends period of performance only
Public Health Emergency Response	Scope of Work revisions only
Foundational Public Health Services – Safe & Healthy Communities Task Homelessness Task	Scope of Work revisions only
Healthcare Associated Infections & Antimicrobial Resistance	\$77,750
Tuberculosis Program	\$30,000
Youth Cannabis & Commercial Tobacco Prevention Program	Extends period of performance only
Zoonotic Disease – West Nile Virus Mosquito Surveillance	\$1,456
Total	\$109,206



WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202201016 - 9

Originating Departmen	· ·					85 Health							
Division/Program: (i.e. Dept. Division and Program)					8510 All Divisions								
Contract or Grant Administrator:						Kathleen Roy							
Contractor's / Agency	lame:					Wa	ashington S	State Depar	rtment of	f Health			
Is this a New Contract	t? If n	ot, is this an A	mendme	ent or R	Renewal	to a	n Existing (Contract?				Yes 🖂	No 🗌
Yes No 2] If A	mendment o	r Renew	al, (pe	r WCC	3.08	3.100 (a))	Original C	ontract #	#:		20220	1016
Does contract requir	Council Ap	proval?	Yes D	N	0 🗌		If No, inc	lude WCC				•	
							(see Wha	tcom Cour	nty Code	s 3.06.01	0, 3.0	08.090 and	3.08.100)
Is this a grant agreen	ent?												
Yes 🛛 No 🗆		If yes, grant	tor agend	cy contr	act nun	nber((s):	CLH3103	33	CFDA#:		Various	
Is this contract grant	unded?												
Yes No [If yes, What		unty gra	ant cont	ract	number(s):						
Is this contract the re		•							Contra	ct Cost			
Yes No D		RFP and Bid							Center			rious	
Is this agreement exc		-Verify?	No	Y	∕es ⊠	ŀ	f no, include	e Attachme	ent D Co	ntractor D	eclar	ration form.	
If YES, indicate exclus	` '												
Professional se			ified/lice	nsed p	rofessi	onal.							
Contract work is		<u> </u>						or Comme				,	
Contract work is						Work related subcontract less than \$25,000.							
	•											nded FHWA	
Contract Amount:(sum	•	ontract amoun										oid awards e	
any prior amendments	:				•							ave an incre	
\$ 8,377,968				•							_	•	cept when:
This Amendment Amo	ınt:					-	•					proved by th	
\$ 109,206							•			•		essional sen	
Total Amended Amou	t:						osts approv	ea by cou	ncii in a d	capitai bud	aget a	appropriation	'n
\$ 8,487,174					dinance		a fan ar malis			الماميا		بيط مطاحمات	da a t
						vard is for supplies or equipment included approved in the budget.							
						is for manufacturer's technical support and hardware maintenance of c systems and/or technical support and software maintenance from the							
						,						om County.	; IIOIII u I C
Summary of Scope: T	ne Consolid	ated Contrac	t defines		· ·							•	tha
Washington State De				•			•	•				•	li IC
Washington State De	oartinont of	ricalti ioi tiit	o deliver	y and i	idildilig	01 0	anous pub	no noaiti	301 11003	THI WHAT	,OIII	Oddrity.	
Term of Contract:	3 years					Exp	oiration Dat	e:	12/31/20	024			
Contract Routing:	1. Prepare	•								Date:	10	0/31/2022	
	2. Attorney	_	RB							Date:	_	1/22/2022	
		nce reviewed:		nnett						Date:	11	1/21/2022	
		ved (if IT relat	ed):							Date:			
	5. Contract									Date:			
		ed to Exec.:								Date:			
		approved (if n	ecessar	y):	\B2022	-700				Date:			
	8. Executiv									Date:			
	9. Original	to Council:								Date:			

WHATCOM COUNTY HEALTH DEPARTMENT 2022-2024 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH31033 AMENDMENT NUMBER: 9

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and WHATCOM COUNTY HEALTH DEPARTMENT, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

11 15 1410 1	OALLI AGREED. That the contract is hereby afficing	ded as follows.								
the DO	Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL: https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?=e1:9a94688da2d94d3ea80ac7fbc32e4d7c									
\boxtimes	Adds Statements of Work for the following programs:									
	Healthcare Associated Infections & Antimicrobial Resistance (HAI&AR) - Effective September 1, 2022									
\boxtimes	Amends Statements of Work for the following programs:									
	DCHS-ELC COVID-19 Response - Effective January 1, 2022 Executive Office of Resiliency and Health Security-PHEP - Effective July 1, 2022 Foundational Public Health Services (FPHS) - Effective July 1, 2022 TB Program - Effective January 1, 2022 Youth Cannabis & Commercial Tobacco Prevention Program - Effective July 1, 2022 Zoonotic Disease Program - WNV Mosquito Surveillance - Effective June 1, 2022									
	Deletes Statements of Work for the following programmes	rams:								
2. Exhibit	2. Exhibit B-9 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-8 Allocations as follows:									
\boxtimes	Increase of \$109,206 for a revised maximum consideration	deration of \$8,487,174 .								
	Decrease of for a revised maximum consider	ration of								
	No change in the maximum consideration of									
Unless desig	gnated otherwise herein, the effective date of this ame	ndment is the date of execution.								
ALL OTHE	ER TERMS AND CONDITIONS of the original contr	act and any subsequent amendments remain in full force and effect.								
IN WITNE	SS WHEREOF, the undersigned has affixed his/her si	gnature in execution thereof.								
WHATCO	OM COUNTY HEALTH DEPARTMENT	STATE OF WASHINGTON DEPARTMENT OF HEALTH								
Signature:		Signature:								
Date:		Date:								

APPROVED AS TO FORM ONLY Assistant Attorney General

WHATCOM COUNTY

		Satpal Singh Sidhu, Count	y Executive
STATE OF WASHINGTON)		
COUNTY OF WHATCOM)		
On this appeared Satpal Sidhu, to me ki instrument and who acknowledge	nown to be the E	executive of Whatcom Count	•
	NOTARY PUE	BLIC in and for the State of Vilingham.	Washington,
	My Commission	on expires:	
APPROVED AS TO FORM			
Royce Buckingham, Senior Civil	Deputy Prosecu	utor	Date

EXHIBIT B-9
ALLOCATIONS
Contract Term: 2022-2024

Page 2 of 59 Contract Number:

DOH Use Only

Date:

CLH31033 October 1, 2022

Indirect Rate January 1, 2022 through December 31, 2022: 25.22%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement LHJ Fund Start Date	ing Period	Fundin	Accounts g Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FFY22 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$15,000	\$15,000	\$15,000
FFY22 PHEP BP4 LHJ Funding FFY21 PHEP BP3 LHJ Funding	NU90TP922043 NU90TP922043	Amd 7 Amd 2	93.069 93.069		07/01/22 01/01/22			06/30/23 06/30/22	\$156,138 \$62,455	\$156,138 \$62,455	\$218,593
FFY22 TB Elimination-FPH	NU52PS910221	Amd 1	93.116	333.93.11	01/01/22	12/31/22	01/01/22	12/31/22	\$20,827	\$20,827	\$20,827
FFY22 TB Uniting for Ukraine Supp	NGA Not Received	Amd 9	93.116	333.93.11	05/21/22	12/31/22	05/21/22	12/31/22	\$30,000	\$30,000	\$30,000
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$301,034	\$301,034	\$301,034
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$853,429	\$853,429	\$853,429
FFY23 PPHF Ops FFY22 PPHF Ops	NH23IP922619 NH23IP922619	Amd 7 Amd 3			07/01/22 01/01/22			06/30/23 06/30/22	\$1,000 \$1,000	\$1,000 \$1,000	\$2,000
FFY23 VFC Ops FFY22 VFC Ops	NH23IP922619 NH23IP922619	Amd 5 Amd 3			07/01/22 01/01/22			06/30/23 06/30/22	\$13,470 \$13,403	\$13,470 \$13,403	\$26,873
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$45,830	\$45,830	\$45,830
FFY19 ELC COVID Ed LHJ Allocation FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515 NU50CK000515	Amd 4 Amd 2			01/01/22 01/01/22			10/18/22 10/18/22	(\$147,919) \$147,920	\$1	\$1
FFY20 ELC EDE LHJ Allocation FFY20 ELC EDE LHJ Allocation	NU50CK000515 NU50CK000515	Amd 4, 9 Amd 2, 9			01/01/22 01/01/22			07/31/24 07/31/24	(\$410,548) \$1,859,130	\$1,448,582	\$1,448,582
FFY21 NH & LTC Strike Teams HAI ELC	NGA Not Received	Amd 9	93.323	333.93.32	09/01/22	07/31/24	08/01/21	07/31/24	\$14,750	\$14,750	\$14,750
FFY21 SHARP HAI ELC	NGA Not Received	Amd 9	93.323	333.93.32	09/01/22	07/31/24	08/01/21	07/31/24	\$12,500	\$12,500	\$12,500
FFY21 SNF Strike Teams HAI ELC	NGA Not Received	Amd 9	93.323	333.93.32	09/01/22	07/31/24	08/01/21	07/31/24	\$50,500	\$50,500	\$50,500
FFY22 Vector-borne T2&3 Epi ELC FPH FFY22 Vector-borne T2&3 Epi ELC FPH FFY21 Vector-borne T2&3 Epi ELC FPH	NGA Not Received NGA Not Received NU50CK000515	Amd 9 Amd 5 Amd 5	93.323	333.93.32	08/01/22 08/01/22 06/01/22	09/30/22	08/01/22	07/31/23 07/31/23 07/31/22	\$1,456 \$1,400 \$1,400	\$2,856 \$1,400	\$4,256
FFY22 Tobacco-Vape Prev Comp 1	NU58DP006808	Amd 5, 9	93.387	333.93.38	04/29/22	04/28/23	04/29/22	04/28/23	\$37,772	\$37,772	\$37,772
FFY23 MCHBG LHJ Contracts FFY22 MCHBG LHJ Contracts FFY22 MCHBG LHJ Contracts	NGA Not Received B04MC45251 B04MC45251	Amd 7 Amd 4 Amd 1	93.994	333.93.99	10/01/22 01/01/22 01/01/22	09/30/22	10/01/21	09/30/23 09/30/22 09/30/22	\$142,176 (\$106,632) \$106,632	\$142,176 \$0	\$142,176

EXHIBIT B-9
ALLOCATIONS
Contract Term: 2022-2024

Page 3 of 59 Contract Number:

DOH Use Only

CLH31033

Date: October 1, 2022

Indirect Rate January 1, 2022 through December 31, 2022: 25.22%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of V LHJ Funding Start Date En	g Period	Chart of Funding tart Date	Accounts g Period	Amount	Funding Period SubTotal	Chart of Accounts Total
FFY21 MCHBG Special Project	B04MC40169	Amd 4	93.994	333.93.99	01/01/22 09/	9/30/22 1	10/01/21	09/30/22	\$106,632	\$106,632	\$106,632
GFS-Group B (FO-NW)		Amd 1	N/A	334.04.90	01/01/22 06/	6/30/22 0	07/01/21	06/30/22	\$12,939	\$12,939	\$12,939
State Drug User Health Program State Drug User Health Program		Amd 5 Amd 1	N/A N/A		07/01/22 06/ 01/01/22 06/				\$69,070 \$34,535	\$69,070 \$34,535	\$103,605
SFY23 Dedicated Cannabis Account		Amd 5, 9	N/A	334.04.93	07/01/22 06/	6/30/23 0	07/01/22	06/30/23	\$409,588	\$409,588	\$409,588
SFY22 Marijuana Education		Amd 4	N/A	334.04.93	01/01/22 06/	6/30/22 0	07/01/21	06/30/22	\$294,228	\$294,228	\$294,228
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22 06/	6/30/23 0	07/01/21	06/30/23	\$18,000	\$18,000	\$18,000
SFY23 Tobacco Prevention Proviso SFY23 Tobacco Prevention Proviso		Amd 7, 9 Amd 5, 9	N/A N/A		07/01/22 06 / 07/01/22 06 /				\$10,000 \$230,000	\$240,000	\$240,000
SFY23 Youth Tobacco Vapor Products		Amd 5, 9	N/A	334.04.93	07/01/22 06/	6/30/23 0	07/01/21	06/30/23	\$56,259	\$56,259	\$56,259
SFY23 FPHS-LHJ-GFS		Amd 6, 9	N/A	336.04.25	07/01/22 06/	6/30/23 0	07/01/21	06/30/23	\$2,651,000	\$2,651,000	\$2,651,000
FPHS-LHJ-Proviso (YR2) FPHS-LHJ-Proviso (YR2) FPHS-LHJ-Proviso (YR1)		Amd 7 Amd 1 Amd 1	N/A N/A N/A	336.04.25	07/01/22 06/ 07/01/22 06/ 01/01/22 06/	6/30/23 0	07/01/21	06/30/23 06/30/23 06/30/23	(\$1,362,000) \$1,362,000 \$1,362,000	\$0 \$1,362,000	\$1,362,000
YR24 SRF - Local Asst (15%) (FO-NW) SS YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 5 Amd 1	N/A N/A		01/01/22 12/ 01/01/22 12/			06/30/23 06/30/23	\$400 \$3,000	\$3,400	\$3,400
Sanitary Survey Fees (FO-NW) SS-State Sanitary Survey Fees (FO-NW) SS-State		Amd 5 Amd 1	N/A N/A		01/01/22 12/ 01/01/22 12/			06/30/23 06/30/23	\$400 \$3,000	\$400 \$3,000	\$3,400
YR24 SRF - Local Asst (15%) (FO-NW) TA		Amd 1	N/A	346.26.66	01/01/22 12/	2/31/22 0	07/01/21	06/30/23	\$2,000	\$2,000	\$2,000
TOTAL									\$8,487,174	\$8,487,174	
Total consideration:	\$8,377,968 \$109,206									GRAND TOTAL	\$8,487,174
GRAND TOTAL	\$8,487,174									Total Fed Total State	\$3,224,123 \$5,263,051

^{*}Catalog of Federal Domestic Assistance

^{**}Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit A Statement of Work Contract Term: 2022-2024

DOH Program Name or Title: DCHS - ELC COVID-19 Response -

Effective January 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Revision	Revision # (for this SOW) 2	Funding Source	Federal Compliance (check if applicable)	Type of Payment Reimbursement
Period of Performance: <u>Ja</u>	nuary 1, 2022 through <u>July 31, 2023</u>	State Other	FFATA (Transparency Act) Research & Development	Fixed Price

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide supplemental funding for the LHJ to ensure adequate culturally and lingquistically responsive testing, investigation and contract tracing resources to limit the spread of COVID-19.

Revision Purpose: Extend Period of Performance and ELC EDE LHJ Funding End Date from 12/31/22 to 07/31/23.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	ing Period End Date	Current Allocation	Allocation Change None	Total Allocation
FFY19 ELC COVID ED ALLOCATION	1897129G	93.323	333.93.32	01/01/22	10/18/22	1	0	1
FFY20 ELC EDE LHJ ALLOCATION	1897120E	93.323	333.93.32	01/01/22	07/31/23	1,448,582	0	1,448,582
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS					1,448,583	0	1,448,583	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
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Participate in public health emergency preparedness and response activities for COVID-19. This may include surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications and or other preparedness and response activities for COVID-19.

Examples of key activities include:

- Incident management for the response
- Testing
- Case Investigation/Contact Tracing
- Sustainable isolation and quarantine
- Care coordination
- Surge management
- Data reporting

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				Fage 5 01 59					
Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount					
	NOTE: The purpose of this agreement is to supplement existing funds for local health jurisdictions to carry out surveillance, epidemiology, case investigations and contact racing, laboratory capacity, infection control, mitigation, communications, community engagement, and other public health preparedness and response activities for COVID-19.								
DCHS	DCHS COVID-19 Response								
1	Establish a budget plan and narrative to be submitted to the Department of Health (DOH) Contract Manager. DOH will send the "Budget narrative Template", "Budget Guidance" and any other applicable documents that may be identified.	Submit the budget plan and narrative using the template provided.	Within 30 days of receiving any new award for DCHS COVID-19 Response tasks.	Reimbursement of actual costs incurred, not to exceed: \$1 FFY19 ELC COVID					
2	1) LHJ Active monitoring activities. In partnership with WA DOH and neighboring Tribes, the LHJ must ensure adequate culturally and linguistically responsive testing, investigation and contact tracing resources to limit the spread disease. LHJs must conduct the following activities in accordance with the guidance to be provided by DOH. a. Allocate enough funding to ensure the following Contact Tracing and Case Investigation Support: Hire a minimum of 1.0 data entry FTE to assure system requirements for task 2.1.a. i. Contact tracing 1. Strive to maintain the capacity to conduct targeted investigations as appropriate. 2. Have staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive services. In addition, or alternatively, enter into an agreement(s) with Tribal, community-based and/or culturally-specific organizations to provide such services. DOH centralized investigations will count towards this minimum. 3. Ensure all contact tracing staff are trained in accordance with DOH investigative guidelines and data entry protocols. 4. Coordinate with Tribal partners in conducting contact tracing for Tribal members. 5. Ensure contact tracing and case investigations activities meet DOH case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs and Tribes.)	Data collected and reported into DOH systems daily. Enter all contact tracing data in CREST following guidance from-DOH.	Enter performance metrics daily into DOH identified systems Quarterly performance reporting updates	ED LHJ ALLOCATION Funding (MI 1897129G) Funding end date 10/18/2022 \$1,448,582 FFY20 ELC EDE LHJ ALLOCATION Funding (MI 1897120E) Funding end date 7/31/2023					

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Work with DOH to develop a corrective action plan if unable to meet metrics.			
	 ii. Case investigation Strive to maintain the capacity to conduct targeted investigations as appropriate. Enter all case investigation and outbreak data in WDRS following DOH guidance.	Enter all case investigation data in WDRS following guidance from-DOH.		
	c) Include if new positive cases are tied to a known existing positive case or indicate community spread. d) Conduct targeted case investigation and monitor outbreaks. e) Coordinate with Tribal partners in conducting case investigations for tribal members. 3. Ensure contact tracing and case investigation activities meet DOH Case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs, and Tribes.) Work with DOH to develop a corrective action plan if unable to meet metrics.			
	 b. Testing i. Work with partners and Tribes to ensure testing is available to every person within the jurisdiction meeting current DOH criteria for testing and other local testing needs. ii. Work with partners and Tribes to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy. iii. Maintain a current list of entities providing 	Maintain a current list of entities providing		
	COVID-19 testing and at what volume. Provide	COVID-19 testing and at what volume. Provide reports to DOH Contract manager		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	reports to DOH on testing locations and volume as requested.	on testing locations and volume as requested.		
	 c. Surveillance FTE support at a minimum of .5 FTE Epidemiologist to support daily reporting needs below. i. Ensure all COVID positive lab test results from LHJ are entered in to WDRS by 1) entering data directly in to WDRS, 2) sending test results to DOH to enter, or 3) working with DOH and entities conducting tests to implement an electronic method for test result submission. ii. Maintain records of all COVID negative lab test results from the LHJ and enter into WDRS when resources permit or send test results to DOH. iii. Collaborate with Tribes to ensure Tribal entities with appropriate public health authority have read/write access to WDRS and CREST to ensure that all COVID lab results from their jurisdictions are entered in WDRS or shared with the LHJ or DOH for entry. 	Ensure all COVID positive test results are entered into WDRS within 2 days of receipt		
	d. Tribal Support. Ensure alignment of contact tracing and support for patients and family by coordinating with local tribes if a patient identified as American Indian/Alaska Native and/or a member of a WA tribe. e. Support Infection Prevention and control for high-risk populations i. Migrant and seasonal farmworker support. Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers. ii. Congregate care facilities: In collaboration with the state licensing agency (DSHS), support infection prevention assessments, testing. Infection control and isolation and quarantine protocols in congregate care facilities. iii. High risk businesses or community-based operations. In collaboration with state licensing agencies and Labor and Industries, partner with food processing and manufacturing businesses to	Quarterly performance updates related to culturally and linguistic competency and responsiveness, tribal support, infection prevention and control for high-risk populations, community education and regional active monitoring activities. Performance update should include status of all projects listed.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks. iv. Healthcare: Support infection prevention and control assessments, testing, cohorting, and isolation procedures. Provide educational resources to a variety of healthcare setting types (e.g., nursing homes, hospitals, dental, dialysis). v. Non-healthcare settings that house vulnerable populations: In collaboration with state corrections agency (DOC) and other state partners, support testing, infection control, isolation and quarantine and social services and wraparound supports for individuals living or temporarily residing in congregate living settings, including detention centers, prisons, jails, transition housing, homeless shelters, and other vulnerable populations. vi. Schools: In collaboration with OSPI and local health jurisdictions, support infection prevention and control and outbreak response in K-12 and university school settings.			
	 f. Ensure adequate resources are directed towards H2A housing facilities within communities, fishing industries and long-term care facilities to prevent and control disease transmission. Funds can be used to hire support staff, provide incentives or facility-based funding for onsite infection prevention efforts, etc. g. Community education. Work with Tribes and partners 			
	to provide culturally and linguistically responsive community outreach and education related to COVID-19.			
	h. Establish sustainable isolation and quarantine (I&Q) measures in accordance with WAC 246-100-045 (Conditions and principles for isolation or quarantine). i. Have at least one (1) location for conducting I&Q operations identified and confirmed. This location should be sufficient for supporting I&Q services that are adequate for the population for your jurisdiction and have an ability to expand if	Quarterly performance updates to include name, address and capacity of identified location that can support isolation and quarantine, and confirmation of appropriate planning and coordination as required.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	needed. This can be through contract/formal agreement; alternatively, the jurisdiction may establish with an adjacent jurisdiction a formal agreement to provide the isolation and quarantine capacity adequate to the population for your jurisdiction with the ability to expand. ii. Maintain ongoing census data for isolation and quarantine for your population. iii. Planning must incorporate transfer or receipt of people requiring I&Q support to and from adjacent jurisdictions or state facilities in the event of localized increased need. iv. Planning must incorporate indicators for activating and surging to meet demand and describe the process for coordinating requests for state I&Q support, either through mobile teams or the state facility.	Report census numbers to include historic total by month and monthly total for current quarter to date		

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the <u>DOH Finance SharePoint</u> site. Questions related to this SOW, or any other finance-related inquiry, may be sent to <u>finance@doh.wa.gov</u>.

<u>Federal Funding Accountability and Transparency Act (FFATA)</u> (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on <u>USASpending.gov</u> by DOH as required by P.L. 109-282.

Program Specific Requirements

All work will be performed in accordance with the revised and approved project plans to be submitted to DOH.

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)

CDC Funding Regulations and Policies

 $\underline{https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf}$

Monitoring Visits (frequency, type)

The DOH program contact may conduct monitoring visits during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may conduct fiscal monitoring site visits during the life of this project

Special Billing Requirements

Payment: Upon approval of deliverables and receipt of an invoice voucher, DOH will reimburse for actual allowable costs incurred. Billings for services on a monthly fraction of the budget will not be accepted or approved.

Submission of Invoice Vouchers: The LHJ shall submit correct monthly A19-1A invoice vouchers for amounts billable under this statement of work to DOH by the 25th of the following month or on a frequency no less often than quarterly.

Other: Required activities, deliverables, and funding is for the entire project period: January 2021 through specified date above. Unspent funds and tasks not completed by December 31, 2021 were reauthorized for work in this new consolidated contract term beginning January 1, 2022. It is the LHJ's responsibility to assure that the unspent funding amount carried forward to this statement of work does not exceed the remaining available balance from the 2018-2021 contract.

Exhibit A Statement of Work Contract Term: 2022-2024

DOH Program Name or Title: Executive Office of Resiliency and Health Security-

PHEP - Effective July 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Revision	Revision # (for this SOW) 1	Funding Source	Federal Compliance	Type of Payment
		Federal Subrecipion	ent (check if applicable)	□ Reimbursement
Period of Performance: Jul	y 1, 2022 through <u>June 30, 2023</u>	State Other	☐ FFATA (Transparency Act)☐ Research & Development	Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to establish funding and tasks to support and sustain LHJ public health emergency preparedness as part of statewide public health emergency preparedness, resilience and response.

Notes: Regional Emergency Response Coordinator LHJs (RERCs): Benton-Franklin, Chelan-Douglas, Clark, Kitsap, Seattle-King, Snohomish, Spokane, Tacoma-Pierce, and Thurston

Local Emergency Response Coordinator LHJs (LERCs): Adams, Asotin, Clallam, Columbia, Cowlitz, Garfield, Grant, Grays Harbor, Island, Jefferson, Kittitas, Klickitat, Lewis, Lincoln, Mason, NE Tri-County, Okanogan, Pacific, San Juan, Skagit, Skamania, Wahkiakum, Walla Walla, Whatcom, Whitman, and Yakima

Revision Purpose: The purpose of this revision is to update the name of our Office, add, revise, and delete activities and deliverables.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	ing Period End Date	Current Allocation	Allocation Change None	Total Allocation
FFY22 PHEP BP4 LHJ Funding	31102480	93.069	333.93.06	07/01/22	06/30/23	156,138	0	156,138
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS					156,138	0	156,138	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
PHEP BP4 I	.HJ Funding			Reimbursement for actual costs not to exceed
1	Across Domains and Capabilities	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022	total funding consideration amount.
All LHJs	Complete reporting templates as requested by DOH to comply with program and federal grant requirements, including mid-year and end-of-year reports.	Additional reporting may be required if federal requirements change.	June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2 All LHJs	Across Domains and Capabilities Submit names, position titles, email addresses and phone numbers of key LHJ staff responsible for this statement of work, including management, Emergency Response Coordinator(s), and accounting and/or financial staff.	Submit information by August 1, 2022, and any changes within 30 days of the change. Mid- and end-of-year reports on template provided by DOH. Note any changes or no change.	August 1, 2022 Within 30 days of the change. December 31, 2022 June 30, 2023	
3 All LHJs	Across Domains and Capabilities Review and provide input to DOH on public health emergency preparedness plans developed by DOH, upon request from DOH.	Mid- and end-of-year reports on templates provided by DOH. Input provided to DOH upon request from DOH.	December 31, 2022 June 30, 2023	
4 All LHJs	Domain 1 Community Resilience Capability 1 Community Preparedness Participate in emergency preparedness events (for example, trainings, meetings, conference calls, and conferences) to advance LHJ, regional, or statewide public health preparedness. Note: For Seattle-King County and Tacoma-Pierce County, the LHJ is the region.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
5 All LHJs	Domain 1 Community Resilience Capability 1 Community Preparedness Coordinate with DOH to complete a jurisdictional public health and medical hazard risk assessment	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
6 All LHJs	Domain 1 Community Resilience Capability 1 Community Preparedness DOH/EPRR Executive Office of Resiliency and Health Security (ORHS) anticipates many changes in the next months to years as we incorporate lessons learned from the COVID-19 response. In preparation for these changes, the LHJ may use PHEP funding to participate in training and/or learning discussions in the following areas: Adaptive Leadership Change Management Trauma-Informed Change Management	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	 Trauma-Informed Systems Trauma-Informed Practice Outward Mindset Growth Mindset Racial Equity and/or Social Justice Community Resilience Climate Change and Health Equity Related topics – prior approval from EPRR ORHS required for training topics other than those listed above. Note: Prior approval from DOH/EPRR ORHS is required for any out-of-state travel.			
7 All LHJs Note for RERCs	Domain 1 Community Resilience Capability 1 Community Preparedness Connect with new and/or existing partners to develop working relationships that promote capabilities, capacity, and community resilience, including, but not limited to: • Local and/or regional Emergency Manager(s). • Local and/or regional hospitals. • Local and/or regional elected officials. • Local and/or regional Community Health Workers (CHWs). • Local and/or regional organizations that work with groups disproportionately impacted by public health emergencies or incidents. (For RERCs, this may include some or all the groups identified in Activity 8)	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
8 RERCs for their LHJ	Domain 1 Community Resilience Capability 1 Community Preparedness – Disproportionately Impacted Populations Update and maintain LHJ plan(s) to mitigate barriers and other issues facing populations at risk of experiencing disproportionate impacts of public health emergencies or incidents.	Mid- and end-of-year reports on templates provided by DOH. Plans available upon request.		

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	 8.1 Identify populations in the LHJ at risk of experiencing disproportionate impacts of public health emergencies or incidents. Populations may include race/ethnicity, disability, age, geography, and other factors as appropriate for LHJ. Use Washington Tracking Network to identify social vulnerability to hazards - Information by Location Washington Tracking Network (WTN). 8.2 Develop or update an LHJ engagement plan that outlines how you will engage directly with the populations identified 			
	in 8.1 before, during and after an emergency or incident. 8.3 With the identified populations in the LHJ, describe the populations and identify barriers and other issues they may face before, during and after an emergency or incident.			
	8.4 Develop or update a document (procedure, checklist, job action sheet, or other) that describes LHJ plans to mitigate barriers and other issues identified in 8.2 before, during and after an emergency or incident.			
9 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination	LHJ performance measure data (PM 1)	June 30, 2023	
	Gather and submit data for LHJ performance measure 1: Amount of time (in minutes) to mobilize a public health and medical response.			
	 Notes: "Mobilize a response" is defined as the first verbal briefing of the response team from the initial notification to the public health responders in the area. The target is to mobilize a response within 45 minutes. DOH will provide additional guidance about submitting performance measure data. 			
10 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise	LHJ performance measure data (PM 2)	June 30, 2023	
	Gather and submit data for LHJ performance measure 2: Percent of public health and medical responders who are trained on their role during a public health response.			

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Note: DOH will provide additional guidance about submitting performance measure data.			
11 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Gather and submit data for LHJ performance measure 3: Percent of Corrective Action Plan items completed by due date. Notes:	LHJ performance measure data (PM 3)	June 30, 2023	
	 Develop corrective action plans following the Homeland Security Exercise and Evaluation Program (HSEEP). DOH will provide additional guidance about submitting performance measure data. 			
12 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Based on availability of training, participate in at least one Public Health Emergency Preparedness Training provided by region, DOH, DOH contracted partner, or DOH approved trainer in person or via webinar.	Mid- and end-of-year reports on templates provided by DOH, including title, date(s), sponsor of the training or conference, and brief summary of what you learned.	December 31, 2022 June 30, 2023	
	Participate in at least one public health emergency preparedness, response, or recovery training provided or approved by DOH. Participation in a conference related to public health emergency preparedness, response, or recovery may be used to meet this requirement.			
	 Notes: Prior approval from DOH is required for any out-of-state travel. DOH will work with regions and LHJs to customize and schedule training(s). Participation in an activation, exercise or real-world event may be considered additional training, but does not take the place of the requirement to participate in at least one training as described above. For Seattle-King County and Tacoma-Pierce County, the LHJ is the region 			

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Participation in the optional trainings listed in #6 and the communication drill (#22) does not meet the requirement for this activity.			
13 RERCs for their PHEP region All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Participate in quarterly DOH Training & Exercise Call (unless cancelled). Call topics may include, but not limited to: • Training and exercise opportunities. • Delivery of training and exercises. • Training and exercise opportunities. Note: For Seattle King County and Tacoma Pierce County, the LHJ is the PHEP region.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
14 LERCS All LHJS	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise 14.1 Review LHJ public health preparedness and response capabilities and identify gaps, priorities, and training needs. 14.2 Provide input to Regional Emergency Response Coordinators (RERCs) for Integrated Preparedness Planning Workshop Guide. 14.2 Complete Integrated Preparedness Planning Workshop (IPPW) Worksheets. 14.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.	14.2 Input to RERCs 14.2 IPPW Worksheets Mid-year report on template provided by DOH 14.3 Participation in IPPW. End-of-year report on template provided by DOH.	14.2 As requested by RERCs. 14.2 December 31, 2022 December 31, 2022 14.3 As requested by DOH. June 30, 2023	
15 RERCs with their PHEP region except Seattle King and	Domain 2 Incident Management Capability 3 Emergency Operations Coordination—Training & Exercise 15.1 Work with Local Emergency Response Coordinators (LERCs) in region to review regional public health preparedness and response capabilities and identify gaps, priorities, and training needs.	Mid year report on template provided by DOH. 15.2 Completed Integrated Preparedness Planning Workshop Guide. 15.3 Participation in IPPW.	December 31, 2022 15.3 As requested by DOH.	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Tacoma- Pierce	15.2 Complete Integrated Preparedness Planning Workshop Guide with input from LERCs in region. Guide will be provided by DOH. 15.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.			
16 Seattle- King and Tacoma- Pierce	Domain 2 Incident Management Capability 3 Emergency Operations Coordination—Training & Exercise 16.1 Review LHJ preparedness and response capabilities and identify gaps, priorities, and training needs. 16.2 Complete Integrated Preparedness Planning Workshop Guide. Guide will be provided by DOH. 16.3 Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2023.	Mid-year report on template provided by DOH. 16.2 Completed Integrated Preparedness Planning Workshop Guide. 16.3 Participation in IPPW.	December 31, 2022 16.3 As requested by DOH.	
17 15 RERCs for their LHJ	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Participate in one or more exercises or real-world incidents testing each of the following: • The process for requesting and receiving resource support • The process for gaining, maintaining, and sharing situational awareness of, as applicable: ○ The functionality of critical public health operations ○ The functionality of critical healthcare facilities and the services they provide ○ The functionality of critical infrastructure serving public health and healthcare facilities (roads, water, sewer, power, communications) ○ Number of disease cases ○ Number of fatalities attributed to an incident ○ Development of an ESF#8 situation report, or compilation of situational awareness information to be included in a County situation report ○ Emergency Operations Center (EOC) or Incident Command System (ICS) activation	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Note: The communication drill (Activity 22 20) does not meet the requirement for participation in an exercise or real world event.			
18 16 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination 18.1 16.1 Provide immediate notification to DOH Duty Officer at 360-888-0838 or hanalert@doh.wa.gov for all response incidents involving use of emergency response plans and/or incident command structures. 18.2 16.2 Produce and provide situation reports (sitreps) documenting LHJ activity during all incidents. Sitrep may be developed by the LHJ or another jurisdiction that includes input from LHJ.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
19 17 All LHJs	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Complete or participate in After Action Reports (AARs) after each incident or exercise. Notes: • An AAR may be completed part-way through an extended response, for example, COVID-19. • Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. • Include name, title, and organization of each participant in documentation (AAR). • Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting.	Mid- and end-of-year reports on template provided by DOH. After-Action Report(s)/Improvement Plan(s)	December 31, 2022 June 30, 2023	
20 18 All LHJs except Seattle- King	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Coordinate or participate in a county Emergency Support Function (ESF) 8 AAR for COVID-19. Participants include, but not limited to: Local Health Officer	Mid- and end-of-year reports on template provided by DOH. After-Action Report/Improvement Plan	December 31, 2022 June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	 Public Health Official(s) Emergency Manager Regional Health Care Coalition Local and regional hospitals, if in your county Federally Qualified Health Center(s), if in your county Accountable Community of Health Emergency Medical Services Medical Program Director County Coroner or Medical Examiner 			
	 Notes: Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. Include name, title, and organization of each participant in documentation (AAR). Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting. This may be completed part-way through the COVID-19 response. This AAR may be used to meet the requirement above as well (Activity 19 17). 			
21 19 Seattle- King	Domain 2 Incident Management Capability 3 Emergency Operations Coordination 21.1 19.1 Participate in and contribute to AAR(s) convened by ESF 8 partners and stakeholders such as emergency management and healthcare coalitions. 21.2 19.2 Compile key themes from partners' AARs into an ESF 8 AAR. The ESF 8 AAR should also include corrective actions gathered by reviewing documents and conducting hotwashes, interviews, and surveys of ESF 8 partners and stakeholders that did not conduct or were not included in other regional AARs	Mid- and end-of-year reports on template provided by DOH. After-Action Report/Improvement Plan	December 31, 2022 June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
22 20	 Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. Include organization of each participant in documentation (AAR). Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting. This may be completed part-way through the COVID-19 response This AAR may be used to meet the requirement above as well (Task #19 18). Domain 3 Information Management Capability 4 Emergency Public Information and Warning -	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022	
All LHJs	Communication 22.1 20.1 Participate in Monthly Public Health Communicator Call/Webinar by joining call/webinar and/or following information on the public health communicator online collaborative workspace (for example, Basecamp). 22.2 20.2 Participate in at least one risk communication drill offered by DOH between July 1, 2022, and June 30, 2023. Drill will occur via webinar, phone, and email. DOH will offer one July 1 – December 31, 2022, and one drill between January 31 – June 30, 2023. 22.3 20.3 Conduct a hot wash evaluating LHJ participation in the drill (22.2 20.2). 22.4 20.4 Identifying and implementing communication strategies in real world incident will satisfy need to participate in drill. Conduct a hot wash or After Action Review (AAR) evaluating LHJ participation in communication strategies during the incident. Notes: Participation in a real world event may meet the requirement for 22.2 20.2, 22.3 20.3, and 22.4 20.4. If the real-world event response is ongoing, LHJ may opt to conduct a hot wash or AAR evaluating communication	If you use a real-world event to meet 22.2 20.2, 22.3 20.3, and 22.4 20.4, submit hotwash or AAR with report. If the real-world event is ongoing, submit hotwash or AAR, or brief summary of communication activities and one sample of communication with report.	June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	strategies to date or include a summary of communication activities and one sample of communication in mid-year or end-of year report.			
23 21 All LHJs	Domain 3 Information Management Capability 4 Emergency Public Information and Warning Gather and submit data for LHJ performance measure 7: Amount of time to identify and implement communication strategies during a response or exercise. Notes: The target is within the first six hours. DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 7)	June 30, 2023	
24 22 All LHJs	Domain 3 Information Management Capability 6 Information Sharing 24.1 22.1 Maintain Washington Secure Electronic Communications, Urgent Response and Exchange System (WASECURES) as primary notification system. 24.2 22.2 Participate in DOH-led notification drills. 24.3 22.3 Conduct at least one LHJ drill using LHJ-preferred staff notification system. Notes: Registered users must log in quarterly at a minimum. DOH will provide technical assistance to LHJs on using WASECURES. LHJ may choose to use another notification system in addition to WASECURES to alert staff during incidents.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
25 23 RERCs for their PHEP region	Domain 3 Information Management Capability 6 Information Sharing 25.1 23.1 Participate in quarterly DOH-led WASECURES Users Group,	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	25.2 23.2 Provide technical assistance to LHJs in PHEP region as needed. (<i>Except</i> Seattle-King and Tacoma-Pierce, for these LHJs, the LHJ is the PHEP region.)			
26 24 All LHJs	Domain 3 Information Management Capability 6 Information Sharing Provide Essential Elements of Information (EEIs) during incident response upon request from DOH. Note: DOH will request specific data elements from the LHJ during an incident response, as needed to inform decision making by DOH and state leaders, as well as federal partners when requested.	Mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	
27 25 All LHJs RERCs additional activity Note for CRI LHJs	Domain 4 Countermeasures and Mitigation Capability 8 Medical Countermeasures Dispensing Capability 9 Medical Countermeasures Management and Distribution Update and maintain Medical Countermeasure (MCM) Plans for LHJ and/or PHEP Region. RERCs – Gather input and provide technical assistance to LERCs in PHEP region, as needed. MCM plans include: Number of local points of dispensing (PODs) and number for which a point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (for example, nursing home, local agency, public POD, and independent pharmacy). (LHJ PM 5, see activity #28 26).	Mid- and end-of-year reports on template provided by DOH. Updated MCM plan.	December 31, 2022 June 30, 2023 June 30, 2023	
	 DOH will provide technical assistance to LHJs on core elements of an MCM plan, including hosting MCM planning sessions. LHJs are not required to maintain a hub. LHJs may partner with other organizations to centralize 			

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	 distribution. If LHJs opt to maintain a hub, this should be included in the MCM plan. LHJ Performance Measure data is due June 30, 2023. LHJs will report data for LHJ PM 5, see activity #28 26). CRI LHJs – See also CRI activity #4. 			
28 26 All LHJs	Domain 4 Countermeasures and Mitigation Capability 9 Medical Countermeasures Management and Distribution Gather and submit data for LHJ performance measure 5: Number of local points of dispensing (PODs) and number for which a point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (for example, nursing home, local agency, public POD, and independent pharmacy).	LHJ performance measure data (PM 5)	June 30, 2023	
27 All LHJs	Domain 4 Countermeasures and Mitigation Capability 11 Non-Pharmaceutical Interventions Begin to update public health emergency preparedness plan to include capability to isolate or quarantine people suspected of, or confirmed to have an infectious disease, who cannot isolate or quarantine safely within the confines of their current living arrangements. Notes: This update doesn't need to be completed until the next contract period (6/30/24). This can be accomplished with Memorandums of Understanding (MOUs) or agreements with neighboring jurisdictions for a regionalized approach to ease potential funding and/or staffing constraints.	Mid- and end-of-year reports on templates provided by DOH, including progress on updating plan (meetings, draft, etc.).	December 31, 2022 June 30, 2023	
29 28 RERCs for their LHJs	Domain 4 Countermeasures and Mitigation Capability 11 Non-Pharmaceutical Interventions Update and maintain logistical support plans for individuals placed into isolation or quarantine (this need not include identification of quarantine facilities).	Mid- and end-of-year reports on template provided by DOH. Plans available upon request.	December 31, 2022 June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Notes: Plans must meet requirements defined in Washington Administrative Code (WAC) 246-100-045. LHJ may also conduct a drill or tabletop exercise to exercise plans.			
30 29 RERCs for their LHJs	Domain 4 Countermeasures and Mitigation Domain Capability 14 Responder Safety and Health Develop and/or update Responder Safety and Health Plan describing how the safety and health of LHJ responders will be attended to during emergencies.	Mid- and end-of-year reports on templates provided by DOH. Plan available upon request.	December 31, 2022 June 30, 2023	
31 30 All LHJs	Domain 5 Surge Management Capability 10 Medical Surge Engagement with regional Health Care Coalition (HCC) or Healthcare Alliance: Northwest Healthcare Response Network (Network) Regional Emergency and Disaster (REDi) Healthcare Coalition Healthcare Alliance (Alliance) During each reporting period (see notes below), participate in one or more of the following activities: Meetings - Communication Regional meeting, in person or virtually. Subgroup (catchment area, committee, district, etc. (meeting in person or virtually) Discussions pertaining to ESF8 and HCC or Alliance roles and responsibilities. Development of Disaster Clinical Advisory Committee (DCAC) meetings. May include identifying local clinical participants, attending meetings via webinar and reviewing planning efforts. Planning Planning process to inform on the roles and responsibilities of public health, including reviewing HCC or Alliance plans for alignment with local ESF8 plans.	Briefly describe engagement in mid- and end-of-year reports on template provided by DOH.	December 31, 2022 June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	 Drills and Exercises Drill or exercise, including redundant communications, WATrac, Medical Response Surge Exercise (MRSE), or other drills and exercises to support planning and response efforts. Response Information sharing process during incidents. Coordination with HCC or Alliance during responses involving healthcare organizations within your jurisdiction. Notes: Reporting periods are July 1 – December 31, 2022 and January 1 – June 30, 2023 LHJs in HCC or Alliance regions: Alliance: Clark, Cowlitz, Klickitat, Skamania and Wahkiakum. Network: Clallam, Grays Harbor, Island, Jefferson, Kitsap, Lewis, Mason, Pacific, San Juan, Seattle-King, Skagit, Snohomish, Tacoma-Pierce, Thurston, and Whatcom. REDi: Adams, Asotin, Benton-Franklin, Chelan-Douglas, Columbia, Garfield, Grant, Kittitas, Lincoln, NE Tri, Okanogan, Spokane, Walla Walla, Whitman, and Yakima. 			
32 31 All LHJs	Domain 5 Surge Management Capability 10 Medical Surge Gather and submit data for LHJ performance measure 8: Percent of Critical Healthcare Facilities whose functional status can be assessed by the local health jurisdiction in an emergency. Notes: "Critical Healthcare Facilities" are hospitals, skilled nursing facilities, blood centers, and dialysis centers. DOH will provide additional guidance about submitting performance measure data.	LHJ performance measure data (PM 8)	June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
33 32 RERCs for their LHJ	Domain 5 Surge Management Capability 10 Medical Surge Develop and maintain agreements with facilities that could serve as an Alternate Care Facility (ACF) or a Federal Medical Station (FMS).	Mid- and end-of-year reports on templates provided by DOH. Agreements available upon request.	December 31, 2022 June 30, 2023	
34 33	Domain 5 Surge Management Capability 10 Medical Surge	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
RERCs for their LHJ	Develop and maintain specific vendor lists for logistical support services for Alternate Care Facilities (ACF) or Federal Medical Stations (FMS) operations including at a minimum: • Biohazard/Waste Management • Feeding • Laundry • Communications • Sanitation	Lists available upon request.		
Additional a	activities as requested by the LHJ:			
LHJ Request Clark 1	Provide volunteer opportunities and trainings to enhance volunteer skills and maintain interest in PHEP Region 4 Medical Volunteer Corps. Note: PHEP Region 4: Clark, Cowlitz, Skamania, and Wahkiakum LHJs.	Mid- and end-of-year reports on templates provided by DOH. Sign in sheets and agendas for trainings conducted by Clark County available upon request.	December 31, 2022 June 30, 2023	
LHJ Request Kitsap 1	Provide information and warnings to community and response partners.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Kitsap 2	Provide consultation and grant support to Clallam and Jefferson Local Emergency Response Coordinators (LERCs) as requested. Provide consultation to DOH on behalf of Region 2 as requested.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Kitsap 3	3.1 Compile regional data on notifiable conditions and issues of public health concern. These data are posted and updated regularly on the Kitsap, Clallam, and Jefferson LHJ websites.	Mid- and end-of-year reports on templates provided by DOH. Website screenshots available upon request.	December 31, 2022 June 30, 2023	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	3.2 Compile and distribute data on Populations with Access and Functional Needs for Kitsap, Jefferson, and Clallam to support equitable emergency preparedness and response work.			
LHJ Request Spokane 1	Maintain Medical Reserve Corp (MRC) program coordination activities including recruitment, registration, training, engagement, meetings, and documentation.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Spokane 2	As the Region 9 lead, provide support, resources, and assistance to Region 9 LHJs and tribes.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Spokane 3	Update and maintain agreements and/or subcontracts with partners to provide needed services and resources for incident response.	Mid- and end-of-year reports on templates provided by DOH. Agreements and subcontracts available upon request.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma- Pierce 1	1.1 Maintain and update policies and procedures to recruit, train, mobilize and deploy volunteers registered by the local health jurisdiction to support health and medical response operations.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
	1.2 Identify the priority capabilities volunteers will support, and how volunteers are trained.1.3 Support COVID-19 volunteer response.			
LHJ Request Tacoma- Pierce 2	Participate in planning with local healthcare partners and community stakeholders to support local emergency preparedness on tasks not led by HCCs.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma- Pierce 3	Participate in planning with Environmental Health partners and community stakeholders to support local emergency preparedness tasks.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	
LHJ Request Tacoma- Pierce 4	Participate in alternate care system planning lead by regional partners and the healthcare coalition to inform a coordinated operational multi-regional response plan.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
LHJ Request Thurston 1	Domain 5 Surge Management Capability 15 Volunteer Management 1.1 Maintain a Medical Reserve Corps (MRC) unit. 1.2 Maintain and update policies and procedures to recruit, training, mobilize and deploy volunteers registered by the local jurisdiction to support health and medical response operations. 1.3 Identify target mission sets for development within the MRC unit.	Mid- and end-of-year reports on templates provided by DOH.	December 31, 2022 June 30, 2023	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the <u>DOH Finance SharePoint</u> site. Questions related to this SOW, or any other finance-related inquiry, may be sent to <u>finance@doh.wa.gov</u>.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on <u>USASpending.gov</u> by DOH as required by P.L. 109-282.

Program Specific Requirements

Special Requirements:

Any subcontract/s must be approved by DOH prior to executing the contract/s.

Submit deliverables to the *Emergency Preparedness, Resilience & Response Executive Office of Resiliency and Health Security* ConCon deliverables mailbox at concondeliverables@doh.wa.gov, unless otherwise specified.

Restrictions on Funds:

Please reference the Code of Federal Regulations:

 $\underline{https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1\&SID=58ffddb5363a27f26e9d12ccec462549\&ty=HTML\&h=L\&mc=true\&r=PART\&n=pt2.1.200\#se2.1.200_1439$

Exhibit A Statement of Work Contract Term: 2022-2024

DOH Program Name or Title: <u>Foundational Public Health Services (FPHS) -</u>

Effective July 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type : Revision	Revision # (for this SOW) 1	Funding Source	Federal Compliance	Type of Payment
		Federal <select one=""></select>	(check if applicable)	Reimbursement
Period of Performance: Jul	y 1, 2022 through <u>June 30, 2023</u>	State Other	FFATA (Transparency Act) Research & Development	Periodic Distribution

Statement of Work Purpose: Per RCW 43.70.512, Foundational Public Health Services (FPHS) funds are for the governmental public health system: local health jurisdictions, Department of Health, state Board of Health, sovereign tribal nations and Indian health programs. These funds are to build the system's capacity and increase the availability of FPHS services statewide.

Revision Purpose: Revise language under Safe and Healthy Communities task to be not so prescriptive for SEPA work, and to explicitly allow further explorations, while retaining the SEPA piece. Revise language under Core Team: Homelessness task. Update the DOH Chart of Accounts Master Index Title for YR2 funding to match the COA.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	ing Period End Date	Current Allocation	Allocation Change None	Total Allocation
SFY23 FPHS-LHJ-GFS	99202112	N/A	336.04.25	07/01/22	06/30/23	2,651,000	0	2,651,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
_		-				0	0	0
TOTALS						2,651,000	0	2,651,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	FPHS funds to each LHJ – See below in Program Specific Requirements – Activity Special Instructions for details	See below in <u>Program Specific</u> <u>Requirements - Deliverables</u>	See below in <u>Program</u> Specific Requirements - <u>Deliverables</u>	\$1,141,000
2	Assessment funds to each LHJ – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in <u>Program</u> Specific Requirements - Deliverables	\$60,000
3	Assessment funds to each LHJ – CHA/CHIP – See below in Program Specific Requirements – Activity Special Instructions for details	See below in <u>Program Specific</u> <u>Requirements - Deliverables</u>	See below in <u>Program</u> Specific Requirements - <u>Deliverables</u>	\$30,000

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4	Assessment – Shared Epidemiology – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in <u>Program</u> <u>Specific Requirements -</u> <u>Deliverables</u>	\$150,000
5	CD – Hepatitis C – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific</u> <u>Requirements - Deliverables</u>	See below in <u>Program</u> <u>Specific Requirements -</u> <u>Deliverables</u>	\$41,000
6	CD – Case Investigation Capacity – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in <u>Program</u> <u>Specific Requirements -</u> <u>Deliverables</u>	\$296,000
7	CD – TB – Part 2 – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific</u> <u>Requirements - Deliverables</u>	See below in <u>Program</u> <u>Specific Requirements -</u> <u>Deliverables</u>	\$19,000
8	EPH – Safe and Healthy Communities – See below in Program Specific Requirements – Activity Special Instructions for details	See below in <u>Program Specific</u> <u>Requirements - Deliverables</u>	See below in <u>Program</u> <u>Specific Requirements -</u> <u>Deliverables</u>	\$47,000
9	EPH – Climate Change Response – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in <u>Program</u> <u>Specific Requirements -</u> Deliverables	\$80,000
10	EPH – Toxicology and Environmental Epidemiology – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in <u>Program</u> <u>Specific Requirements -</u> <u>Deliverables</u>	\$75,000
11	EPH – Water System Capacity – See below in Program Specific Requirements – Activity Special Instructions for details	See below in <u>Program Specific</u> <u>Requirements - Deliverables</u>	See below in <u>Program</u> <u>Specific Requirements -</u> <u>Deliverables</u>	\$75,000
12	EPH – Core Team: Homelessness – See below in Program Specific Requirements – Activity Special Instructions for details	See below in Program Specific Requirements - Deliverables	See below in <u>Program</u> <u>Specific Requirements -</u> <u>Deliverables</u>	\$150,000
13	Lifecourse – Infrastructure & Workforce Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in <u>Program</u> <u>Specific Requirements -</u> <u>Deliverables</u>	\$487,000

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the <u>DOH Finance SharePoint</u> site. Questions related to this SOW, or any other finance-related inquiry, may be sent to <u>finance@doh.wa.gov</u>.

FPHS staff from DOH and the Washington State Association of Local Public Health Officials (WSALPHO) will coordinate and communicate together to build and assure common systemwide approaches per FPHS Steering Committee direction and the FPHS framework intent.

- For LHJ questions about the use of funds:
 - Chris Goodwin, FPHS Policy Advisor, WSALPHO <u>cgoodwin@wsac.org</u>, 564-200-3166
 - o Brianna Steere, FPHS Policy Advisor, WSALPHO <u>bsteere@wsac.org</u>, 564-200-3171
- For other questions:
 - o Marie Flake, FPHS Lead, DOH marie.flake@doh.wa.gov, 360-951-7566

Program Specific Requirements

The Steering Committee is engaged in a long-term, multi-biennial, phased, building-block approach to full funding and implementation of of FPHS statewide that includes:

- Full funding of FPHS with adequate, dedicated, stable funding that keeps pace with inflation and demand for services
- Full implementation of FPHS that includes system transformation and modernization to deliver services in the most equitable, effective, and efficient manner possible for the funds available

Foundational Public Health Services Definitions and related information can be found here: www.doh.wa.gov/fphs or FPHS | Powered by Box.

Stable funding and an iterative decision-making process – The FPHS Steering Committee is the decision making body for FPHS. The Steering Committee provides oversight including determination of goals, priorities, budget request, funding allocation and accountability metrics. The Steering Committee relies on FPHS Subject Matter Expert (SME) Workgroups and other FPHS workgroups to ensure a collaborative, systemwide, decision making process. The Steering Committee use an iterative approach to decision making. This means that additional tasks and/or funds may be added to a local health jurisdiction's (LHJ) FPHS Statement of Work (SOW) as funding decisions are made.

Annual Allocations – The legislature appropriates FPHS funding on an annual basis and the FPHS Steering Committee allocates funds annually through the FPHS Concurrence Process for the State Fiscal Year (SFY): July - June. FPHS funds can be applied retroactively to expenditures within the SFY for which they were allocated even if the expenditure occurred before the Steering Committee made the allocation decision or the agency contract was signed.

SFYs are named for the year in which they end. The state biennium is named for the year in which it begins and ends.

- SFY22 (July 1, 2021 June 30, 2022); half of annual FPHS allocation disbursed July 1, 2021 and January 1, 2022
- SFY23 (July 1, 2022 June 30, 2023); half of annual FPHS allocation disbursed July 1, 2022 and January 1, 2023
- SFY 22 & 23 comprise the 2021 2023 Biennium (21-23)

The Legislature appropriates FPHS funding amounts for each fiscal year of the biennium. This means that funds must be spent within that fiscal year and cannot be carried forward. Any funds not spent by June 30th each year must be returned to the State Treasury. Funding allocations reset and begin again at the start of the next fiscal year (July 1).

The Consolidated Contract (ConCon) is based on the calendar year and renewed every 3 years. FPHS statements of work may include reference information such as allocations, fund disbursement schedules, deliverable due dates, etc. that fall outside of the current 3-year contract period if they are part of the same state fiscal year. The purpose for including this information in the ConCon is to provide a) historical information from the previous ConCon cycle; and/or b) prospective information about future ConCon cycle, if they are part of the same SFY.

Disbursement of FPHS funds to LHJs – Unlike other ConCon grants, FPHS bill-back to DOH is NOT required. Half of the annual FPHS funds allocated by the Steering Committee to each LHJ are disbursed, each July and January. The July payments to LHJs and access to FPHS allocation for all other parts of the governmental public health system occur upon completion of the FPHS Annual Assessment.

Spending of FPHS funds – The FPHS funds are for assuring FPHS services are available, and as reflected in the SOW. Each agency is responsible for deciding how to spend their funds within the parameters established by the FPHS Steering Committee and the SOW contract. Assurance includes providing the FPHS as part of your jurisdiction's program operations, contracting with another governmental public health system partner to provide the service, or receiving the service through a new service delivery model such as cross-jurisdictional sharing or regional staff.

Deliverables – FPHS funds are to be used to increase the availability of FPHS services statewide. The FPHS accountability process measures how funds are sent, along with changes in system capacity through the FPHS Annual Assessment, system performance indicators, and other data. Each part of the governmental public health system that receives FPHS funds must complete:

1. Routine reporting of spending and spending projections. Process and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff.

Unspent or projected unspent funds may be reallocated by the Steering Committee to other FPHS activities in order to fully utilize funds within the state fiscal year timeframe to deliver services to Washington communities. Any FPHS funds unspent at the end of the state fiscal year (ending June 30) revert to the state treasury. Because LHJs receive funds up front, prospectively, any unspent funds and must be returned to DOH by end of July of each year for DOH to return to the Office of Financial Management.

2. FPHS Annual Assessment is due each July to report on the previous state fiscal year. Process and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff. System results are published in the annual FPHS Investment Report available at www.doh.wa.gov/fphs.

BARS Revenue Code: 336.04.25

BARS Expenditure Coding – provided for your reference

562.xx	BARS Expenditure Codes for FPHS activities: see below
10	FPHS Epidemiology & Surveillance
11	FPHS Community Health Assessment
12	FPHS Emergency Preparedness & Response
13	FPHS Communication
14	FPHS Policy Development
15	FPHS Community Partnership Development
16	FPHS Business Competencies
17	FPHS Technology
20	FPHS CD Data & Planning
21	FPHS Promote Immunizations
23	FPHS Disease Investigation – Tuberculosis (TB)
24	FPHS Disease Investigation – Hepatitis C
25	FPHS Disease Investigation – Syphilis, Gonorrhea & HIV
26	FPHS Disease Investigation – STD (other)
27	FPHS Disease Investigation – VPD
28	FPHS Disease Investigation – Enteric
29	FPHS Disease Investigation – General CD
40	FPHS EPH Data& Planning
41	FPHS Food
42	FPHS Recreational Water
43	FPHS Drinking Water Quality
44	FPHS On-site Wastewater
45	FPHS Solid & Hazardous Waste
46	FPHS Schools
47	FPHS Temporary Worker Housing
48	FPHS Transient Accommodations
49	FPHS Smoking in Public Places
50	FPHS Other EPH Outbreak Investigations
51	FPHS Zoonotics (includes vectors)
52	FPHS Radiation

53	FPHS Land Use Planning
60	FPHS MCH Data & Planning
70	FPHS Chronic Disease, Injury & Violence Prevention Data & Planning
80	FPHS Access/Linkage with Medical, Oral and Behavioral Health Care Services Data & Planning
90	FPHS Vital Records
91	FPHS Laboratory – Centralized (PHSKC Only)
92	FPHS Laboratory

There are two different BARS Revenue Codes for "state flexible funds" to be tracked separately and reported separately on your annual BARS report. These two BARS Revenue Codes and definitions from the State Auditor's Office (SAO's) are listed below along with a link to the BARS Manual. 336.04.25 is the new BARS Revenue Code to use for the Foundational Public Health Services (FPHS) funds included in this statement of work.

336.04.24 - County Public Health Assistance

Use this account for the state distribution authorized by the 2013 2ESSB 5034, section 710. The local health jurisdictions are required to provide reports regarding expenditures to the legislature from this revenue source.

336.04.25 - Foundational Public Health Services

Use this account for the funding designated for the local health jurisdictions to provide a set of core services that government is responsible for in all communities in the WA state. This set of core services provides the foundation to support the work of the broader public health system and community partners. At this time the funding from this account is for delivering ANY or all of the FPHS communicable disease services (listed above) and can also be used for the FPHS capabilities that support FPHS communicable disease services as defined in the most current version of FPHS Definitions.

Public Health Budgeting, Accounting and Reporting System (BARS) Resources: www.doh.wa.gov/lhjfunding

Special References (i.e., RCWs, WACs, etc.):

Link to RCW 43.70.512 – RCW 43.70.512: Public health system—Foundational public health services—Intent. (wa.gov) Link to RCW 43.70.515 – RCW 43.70.515: Foundational public health services—Funding. (wa.gov)

Activity Special Instructions:

1. FPHS funds to each LHJ

These funds are allocated to each Local Health Jurisdiction to assure FPHS are available in their own jurisdiction. In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, these funds may be used to provide any of the activities described in the most current version of FPHS definitions for foundational programs and foundational capabilities. Each LHJ is empowered to prioritize where and how to use these funds to maximize equitable, effective and efficient delivery of FPHS to every community in Washington.

Even if FPHS services are provided by another agency through a contract, new service delivery model, or centralized service delivery model (such as the State Public Health Lab), all agencies that receive FPHS funds are responsible for reporting progress on the availability and implementation within their jurisdiction using the FPHS Annual Assessment.

These funds are not intended for fee-based services such as selected environmental public health services, licensing of healthcare facilities, screening of newborn babies for congenital disorders, etc. As state funding for FPHS increases, other funds sources (local revenue, grants, federal block grants) should be directed to the implementation of additional important services and local/state priorities as determined by each agency/jurisdiction.

Use BARS expenditure codes from the list above that most closely align with expenditure made.

Pandemic Response – These FPHS funds are to be used as directed and allocated by the FPHS Steering Committee to deliver FPHS services. As the global COVID-19 pandemic and the public health response to it continues to wane, these FPHS funds can be braided with and used to supplement other short-term

pandemic response funding as needed for FPHS activities during this period of performance through 6/30/23. Responding to pandemics, epidemics and public health emergencies are foundational services of the governmental public health system.

2. Assessment funds to each LHJ – (FPHS definition G.2)

<u>These funds are allocated to each Local Health Jurisdiction to assure FPHS are available in their own jurisdiction</u> - Support LHJ assessment capacity with flexible funds to meet locally identified needs. BARS expenditure codes: 562.10 or 11

3. Assessment funds to each LHJ – CHA/CHIP (FPHS definitions G.3)

These funds are allocated to each LHJ to assure FPHS are available in their own jurisdiction -

Support any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other agencies for staff time or services. Use BARS expenditure codes: 562.11

4. Assessment – Shared Epidemiology – General (Assessment/Surveillance, CHA/CHIP) (FPHS definitions G.1, 2)

These funds are to select LHJs to assure FPHS are available in their own jurisdiction - Provide general assessment epidemiology focused on COVID, CHAs/CHIPs and/or local public health assessment needs. Use BARS expenditure codes: 562.10

- Whatcom
- Yakima

5. CD – Hepatitis C (FPHS definitions C.4.o-p)

These funds are to select LHJs to assure FPHS are available in their own jurisdictions — Address Hepatitis C cases per guidance developed by the statewide FPHS Communicable Disease Workgroup, including, but not limited to: shared priorities, standardized surveillance, minimum standards of practice, common metrics and staffing models. Use BARS expenditure codes: 562.24.

The priorities for the 2021-2023 biennium (July 2021 – June 2023):

- Surveillance entering labs into Washington Disease Reporting System (WDRS), enter acute cases into WDRS.
- Investigation focus on acute cases: people aged 35 or younger, newly diagnosed, pregnant women, people seen in the ED/inpatient, Black, Indigenous and People of Color or other historically marginalized population and incorporate Hepatitis B work.

6. CD – Case investigation Capacity (FPHS definitions C.2, C. 4)

These funds are to select LHJs to assure FPHS are available in their own jurisdictions - Support LHJ communicable disease capacity to conduct case investigation and follow up to reduce gaps and meet locally identified needs that address notifiable conditions responsibilities. Use BARS expenditure codes: 562.23-29.

7. CD – TB – Part 2 (FPHS definition C.4.q-v)

<u>Funding allocated to LHJs with high Tuberculosis (TB) burden</u> - Expand capacity to conduct timely investigation for all infectious TB cases, conduct outreach and evaluation to Class B arrivers and infected contacts, provide education and resources to promote engagement with community providers, and coordinate case management for patients with LTBI. Use BARS expenditure codes: 562.23.

8. EPH – Safe and Healthy Communities (FPHS definitions B.1, B.2, B.3, B.6, B.7)

Establish model program for State Environmental Policy Act (SEPA) reviews—policy work related to environmental and health impacts. Initial staffing will develop a process for receiving, prioritizing, and completing SEPA reviews and Health Impact Assessments. A key aspect of year one will be building relationships within the selected region with LHJs, Tribes, community partners, and academic institutions. Use BARS expenditure code: 562.40

This funding is for LHJ staff to participate in a cross-jurisdictional Core Team. The Core Team will develop one or more model program(s) for State Environmental Policy Act (SEPA) reviews, and/or other scalable environmental public health approaches to safe and healthy communities. Other topics may include (but are not limited to): Waste water treatment planning; PFAS contamination; seawater infusion in drinking water; funding staff to provide public health perspectives towards SEPA work. Use BARS expenditure code: 562.40.

Anticipated expenses include, but are not limited to:

• Staffing

9. EPH – Climate Change Response (FPHS definitions B.1, B.2, B.3, B.6, B.7)

The goal of this investment is to fund education, communications, and response needs for wildfire smoke and harmful algal blooms. These funds should be used to establish sufficient capacity to contribute to the public health education, communication, and response efforts necessary to reduce the public health impacts of wildfire smoke exposure, as well as the capacity to help communities prepare for wildfire smoke events through education, community engagement, guidance development, and emergency response. These activities should reduce LHJ reliance on DOH toxicology capacity to help them determine appropriate and consistent messaging and next steps, in addition to providing adequate funding to collect necessary samples or pay for laboratory costs. Use BARS expenditure code: 562.40

Anticipated expenses include, but are not limited to:

- Staffing
- Sampling and laboratory costs

10. EPH – Toxicology and Environmental Epidemiology (FPHS definitions B.1, B.2, B.6, B.7)

Conduct investigations, research, communications, and data analysis related to toxic exposures. LHJs will work with DOH and tribes to identify environmental epidemiology, toxicology and community engagement needs, and conduct needs assessments on needs for a model program to place capacity closer to the communities potentially affected. Use BARS expenditure code: 562.50.

Anticipated expenses include, but are not limited to:

- Staffing
- Travel

11. EPH – Water System Capacity (FPHS Definitions B.3, B.6, B.7)

The goal of this investment is to increase LHJ capacity for water resource management and planning. This request was funded in 2022 as a "core team" and this new request is for LHJ capacity to engage in key issues related to water resources management, planning, etc. Use BARS expenditure code: 562.43 or 53.

Anticipated expenses include, but are not limited to:

• Staffing

12. EPH – Core Team: Homelessness (FPHS definitions B.2, B.6, B.7)

Develop model program for chief health strategists for homelessness and community engagement strategies. In 2022, a core team will consist of a Community Health Strategist for Homelessness (1 FTE) and a Community Engagement Specialist (1 FTE). This team will spend time connecting with Local and Urban Indian Health partners to better understand their needs and what support is required from DOH. They will use this learning to determine the remaining 4.0 FTE that need to be hired, with the goal of opening these roles in late 2022 and hiring throughout 2023. Included in this FTE will be a manager that all FPHS Homelessness roles will report to. This team will eventually select one or two regions in the state to work with to develop a model program that can be adapted, extended, and adopted in other parts of the state as needed over time. Use BARS expenditure code: 562.40

This funding is for LHJ staff to participate in a cross-jurisdictional Core Team. The Core Team will develop one or more model program(s) for a scalable environmental public health response to homelessness. A key aspect of the first year will be building relationships between state, local, community and tribal partners to address this public health issue Use BARS expenditure code: 562.40.

Anticipated expenses include, but are not limited to:

Staffing

13. Lifecourse – Infrastructure & Workforce Capacity (FPHS definitions D, E, F)

These funds are to each LHJ to assure FPHS are available in their own jurisdictions - Infrastructure and workforce investments to each LHJ to meet fundamental needs in three areas: Maternal/Child/Family Health; Access/Linkage with Medical, Oral and Behavioral Health Services; and Chronic Disease, Injury and Violence Prevention. Use BARS expenditure codes: 562.60 or 70 or 80.

Exhibit A Statement of Work Contract Term: 2022-2024

DOH Program Name or Title: <u>Healthcare Associated Infections & Antimicrobial</u>

Resistance (HAI&AR) - Effective September 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Original	Revision # (for this SOW)	Funding Source	Federal Compliance	Type of Payment
		Federal Subrecipient	(check if applicable)	⊠ Reimbursement
Period of Performance: <u>Se</u>	ptember 1, 2022 through July 31, 2024	State Other	FFATA (Transparency Act) Research & Development	☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funding to the Whatcom County Health Department (WCHD) for staff and activities pertaining to the maintenance of established healthcare associated infections & antimicrobial resistance (HAI&AR) programmatic work and COVID-19 prevention and outbreak response through technical assistance to long term care facilities (LTCF) in the WCHD jurisdiction.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	ing Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY21 SHARP HAI ELC	1831321R	93.323	333.93.32	09/01/22	07/31/24	0	12,500	12,500
FFY21 SNF STRIKE TEAMS HAI ELC	1831421T	93.323	333.93.32	09/01/22	07/31/24	0	50,500	50,500
FFY21 NH & LTC STRIKE TEAMS HAI ELC	1831521U	93.323	333.93.23	09/01/22	07/31/24	0	14,750	14,750
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	77,750	77,750

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	Provide infection control assessment and response (ICAR) services in collaboration with the Washington State Department of Health's (DOH) Healthcare-Associated Infections & Antimicrobial Resistance (HAI&AR) section: • In collaboration with the DOH HAI&AR Section designate at least one (1) qualified infection preventionist (IP) or equivalent (IP or equivalent must be or actively pursuing Certified in Infection Control (CIC) within two (2) years or Associate in Infection Prevention Control [A-IPC] within one (1) year of hire).	Written communication to the DOH HAI&AR LHJ Coordinator on the designation of a qualified IP or equivalent	9/1/22 – Designation of IP or equivalent	Payment for tasks 1-8 will be reimbursed for actual expenses up to the maximum available within the FFY21 SHARP HAI ELC funding period described in the Funding Table above.

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	 Using Centers for Disease Control and Prevention (CDC) guidance, collaborate with the DOH HAI&AR Program to prioritize and conduct healthcare facility site visits, which may include: Long-term care facilities Skilled nursing facilities Dialysis centers Acute care hospitals Ambulatory Care Dental clinics 			
2.	Provide necessary supplies, infrastructure, and equipment to conduct ICARs, may include: • DOH-provided Go Bag (gowns, masks, eye protection, N-95s, hand sanitizer, trash bags, travel bag to store supplies) • Transportation cost • Translation and interpretation services • Other equipment as needed to conduct ICARs	Provide documentation of presence of infrastructure in first submitted quarterly email and as needed.	1 st quarterly report	
3.	Participate in regular conference calls with the DOH ICAR lead to discuss ICAR successes and challenges.	Attend conference calls	Monthly	
4.	For outbreak investigations and detections, the PHN/designated IP or equivalent will facilitate regular (i.e., weekly) communications (i.e., site visit, via phone, email) with facility to determine status of identified gaps.	Share gap mitigation findings in quarterly email check-in	Quarterly	
5.	Regularly report all ICAR site visits within two (2) weeks of the visit in DOH ICAR REDcap and email findings within five (5) business days of site visit to facility	ICARs reported to REDcap Project ICAR findings reported to facility	Within 2 business weeks of site visit Within 5 business days of site visit	
6.	PHNs/Designated IP or equivalent shall attend regional, state, and national infection prevention meetings and other IP professional development activities (e.g., Association for Professionals in Infection Control and Epidemiology [APIC] Chapter meeting, or IP Champions) Trainings and/or meetings will occur at least four (4) times during the grant period. Shadow a DOH IP during a healthcare facility site visit as needed	Report attendance of trainings/meetings in quarterly email check-in	Quarterly	
7.	PHN/Designated IP or equivalent will initiate partnership development through outreach and identification of the local healthcare network, build knowledge related to local issues and	Share findings with DOH HAI&AR LHJ Coordinator at quarterly check-ins.	Quarterly and as needed during funding period	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	data availability regarding antibiotic-resistant organisms and other pathogens of concern			
8.	PHN/IP or equivalent will help develop IP tools/resources for healthcare facilities and act as a reviewer for other statewide tools developed by the DOH HAI&AR Program.	At quarterly check-ins with WA DOH HAI&AR LHJ Coordinator report out on tools/resources that have been created and share tools with WA DOH upon request. On an as needed basis, the IP will develop tools based on their healthcare facility site visit findings.	Quarterly and as needed during funding period	
9.	Support respiratory protection program (RPP) in skilled nursing facilities (SNF) in WCHD: • Quantitative Fit Testing: • Purchase one (1) quantitative fit test machine (TSI 8048) including 5-year "bumper-to-bumper" coverage • Maintain quantitative fit test machine via annual calibration, additional supplies (i.e., particle generator, adapters, N95 grommets, etc.), and proper usage training for fit testing staff. • Ensure proper use by properly training WCHD and SNF fit testing staff (training must follow Labor & Industries [L&I] rules and regulations) • Provide no-cost qualitative fit testing services to SNFs when necessary. • Qualitative Fit Testing: • Train WCHD and SNF fit testers to perform qualitative fit testing • Provide no-cost qualitative fit testing services to SNFs when necessary.	In quarterly check-in email to WA DOH HAI&AR LHJ Coordinator, report out on: Number of staff trained on quantitative fit test machine + training provided How quantitative fit testing services are advertised to SNFs How many facilities solicited and how many accepted	Quarterly	Payment for tasks 9-15 will be reimbursed for actual expenses up to the maximum available within the FFY21 SNF STRIKE TEAMS HAI ELC funding period described in the Funding Table above.
10.	Provide proactive and COVID-19 outbreak reactive infection control assessment and response (ICAR) to SNFs: • In collaboration with the Washington State Department of Health's Healthcare-Associated Infections & Antimicrobial Resistance (HAI&AR) Section designate at least one (1) qualified infection preventionist (IP) or equivalent (IP or equivalent must be or actively pursuing Certified in Infection Control (CIC) within two (2) years or Associate in Infection Prevention Control [A-IPC] within one (1) year of hire).	In quarterly email to DOH HAI&AR LHJ Coordinator report on the designation of a qualified IP or equivalent	1 st quarterly report	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
11.	Provide necessary supplies, infrastructure, and equipment to conduct ICARs, may include: • DOH-provided Go Bag (gowns, masks, eye protection, N-95s, hand sanitizer, trash bags, travel bag to store supplies) • Transportation cost • Translation and interpretation services • Other equipment as needed to conduct ICARs	Provide documentation of the presence of an infrastructure in first quarterly report submission (template provided by DOH)	1 st quarterly report	
12.	Participate in regular conference calls with the DOH ICAR lead to discuss ICAR successes and challenges.	Attend conference calls	Monthly	
13.	PHNs/Designated IP or equivalent shall attend regional, state, and national infection prevention meetings and other IP professional development activities (e.g., Association for Professionals in Infection Control and Epidemiology [APIC] Chapter meeting, or IP Champions) • Trainings and/or meetings will occur at least four (4) times during the grant period. • Shadow a DOH IP during a healthcare facility site visit as needed.	Report attendance of trainings/meetings at quarterly email check-in	As trainings and/or meetings are provided by the DOH HAI&AR Program.	
14.	Regularly report all proactive and COVID-19 reactive ICAR site visits within two (2) weeks of the visit in DOH ICAR REDcap and email findings within five (5) business days of site visit to facility	ICARs reported to REDcap Project ICAR findings reported to facility	Within 2 business weeks of site visit Within 5 business days of	
	Visit to Identity	Territ initialigs reported to facility	site visit	
15.	PHN/designated IP or equivalent will help develop IP tools/resources for SNFs and act as a reviewer for other statewide tools developed by the DOH HAI&AR Program. On an as needed basis, the PHN/designated IP or equivalent will develop tools based on their healthcare facility site visit findings.	At quarterly check-ins with WA DOH HAI&AR LHJ Coordinator report out on tools/resources that have been created and share tools with WA DOH upon request.	Quarterly and as needed during funding period	
16.	 Support RPP in long-term care facilities (LTCF): Quantitative Fit Testing: Train WCHD and LTCF fit testers to perform quantitative fit testing Provide no-cost quantitative fit testing services to LTCFs when necessary. Qualitative Fit Testing:	In quarterly check-in email to WA DOH HAI&AR LHJ Coordinator, report out on: • How quantitative fit testing services are advertised to LTCFs • How many facilities solicited and how many accepted	Quarterly	Payment for tasks 16-24 will be reimbursed for actual expenses up to the maximum available within the FFY21 NH & LTC STRIKE TEAMS HAI ELC funding period described in the Funding Table above.

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
17.	Provide proactive and COVID-19 outbreak reactive infection control assessment and response (ICAR) to LTCFs: • In collaboration with the Washington State Department of Health's Healthcare-Associated Infections & Antimicrobial Resistance (HAI&AR) Section designate at least one (1) qualified infection preventionist (IP) or equivalent (IP or equivalent must be or actively pursuing Certified in Infection Control (CIC) within 2 years or Associate in Infection Prevention Control [A-IPC] within 1 year of hire).	In quarterly email to DOH HAI&AR LHJ Coordinator report on the designation of a qualified IP or equivalent	1 st quarterly report	
18.	Provide necessary supplies, infrastructure, and equipment to conduct ICARs, may include: • DOH-provided Go Bag (gowns, masks, eye protection, N-95s, hand sanitizer, trash bags, travel bag to store supplies) • Transportation cost • Translation and interpretation services • Other equipment as needed to conduct ICARs	Provide documentation of the presence of an infrastructure in first quarterly report submission (template provided by DOH)	1 st quarterly report	
19.	Participate in regular conference calls with the DOH ICAR lead to discuss ICAR successes and challenges.	Attend conference calls	Monthly	
20.	PHNs/Designated IP or equivalent shall attend regional, state, and national infection prevention meetings and other IP professional development activities (e.g., Association for Professionals in Infection Control and Epidemiology [APIC] Chapter meeting, or IP Champions) • Trainings and/or meetings will occur at least four (4) times during the grant period. • Shadow a DOH IP during a healthcare facility site visit as needed.	Report attendance of trainings/meetings in quarterly email check-in	As trainings and/or meetings are provided by the DOH HAI&AR Program.	
21.	Regularly report all proactive and COVID-19 reactive ICAR site visits within two (2) weeks of the visit in DOH ICAR REDcap and email findings within five (5) business days of site visit to facility	ICARs reported to REDcap Project ICAR findings reported to facility	Within two (2) business weeks of site visit Within five (5) business days of site visit	
22.	The PHN/designated IP or equivalent will disseminate COVID-19 vaccine and outbreak IP tools/resources for healthcare facilities. On an as needed basis, the PHN/designated IP or equivalent will develop tools based on their healthcare facility site visit findings.	At quarterly check-ins with WA DOH HAI&AR LHJ Coordinator report out on tools/resources that have been created and share tools with WA DOH upon request.	Quarterly and as needed during funding period	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
23.	For COVID-19 outbreak investigations and detections, the PHN/designated IP or equivalent will facilitate regular (i.e., weekly) communications (i.e., site visit, via phone, email) with facility to determine status of identified gaps.	Share gap mitigation findings in quarterly email check-in	Quarterly	
24.	Other LHJs and healthcare staff will benefit from learning about infection control assessment and response (ICAR) and COVID-19 response activities. To ensure knowledge and experiences are shared, a designated WCHD HAIAR staff will participate in a webinar outreach led by the DOH HAI&AR Program.	Participation in at least one (1) webinar hosted by DOH	7/31/2024	
	Participation is defined as webinar attendance and availability to answer general questions about the ICAR project as it pertains to WCHD.			

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the <u>DOH Finance SharePoint</u> site. Questions related to this SOW, or any other finance-related inquiry, may be sent to <u>finance@doh.wa.gov</u>.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on <u>USASpending.gov</u> by DOH as required by P.L. 109-282.

Program Specific Requirements

Program Manual, Handbook, Policy References: Infection Control Assessment and Response (ICAR) | Washington State Department of Health

Staffing Requirements: (Supported by: MI1831321R; MI1831421T; 1831521U) At least one qualified IP or equivalent (CIC or A-PIC certified) must be employed in the program.

Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):

- CDC Funding Regulations and Policies: https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf
- Nursing Home Strike Teams funds are not interchangeable. All COVID-19 activities pertaining to skilled nursing facilities must be billed to FFY21 SNF STRIKE TEAMS HAI ELC (Supported by: MI1831421T) and all COVID-19 activities pertaining to non-skilled nursing facilities must be billed to FFY21 NH & LTC STRIKE TEAMS HAI ELC (Supported by: MI1831521U).

Special References (i.e., RCWs, WACs, etc.): (Supported by: MI1831421T; MI1831521U) The respiratory fit testing program must adhere by <u>WAC 296-842 Safety Standard For Respirators</u> and L&I rules and regulations <u>L&I | Respirators (wa.gov)</u>.

Monitoring Visits (i.e., frequency, type, etc.): (Supported by: MI1831321R; MI1831421T; MI1831521U) The DOH program contact may conduct monitoring visits during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the sub-awardee. The DOH Fiscal Monitoring Unit may conduct fiscal monitoring site visits during the life of this project.

Definitions:

Assurances/Certifications: (Supported by: MI1831321R; MI1831421T; MI1831521U) IP or equivalent must be or actively pursuing Certified in Infection Control (CIC) within 2 years or Associate in Infection Prevention Control [A-IPC] within 1 year of hire

Billing Requirements: A19-1A invoices are required to be submitted at least quarterly.

Special Instructions: (Supported by: MI1831321R; MI1831421T; MI1831521U) Quarterly reporting will be due by as follows:

- December 31, 2022
- March 31, 2023
- June 30, 2023
- September 30, 2023
- December 31, 2023
- March 31, 2024
- June 30, 2024

Other: (Supported by: MI1831421T; MI1831521U) Other conditions may be included to the extent that they are in support of or related to work to control the spread of SARS-CoV-2.

Exhibit A Statement of Work Contract Term: 2022-2024

DOH Program Name or Title: <u>TB Program - Effective January 1, 2022</u>

Revision # (for this SOW) 1

 Local Health Jurisdiction Name: Whatcom County Health Department Contract Number: CLH31033

 Funding Source
 Federal Compliance (check if applicable)
 Type of Payment

 State
 State
 FFATA (Transparency Act)
 Fixed Price

 Other
 Research & Development

Period of Performance: January 1, 2022 through December 31, 2022

SOW Type: Revision

Statement of Work Purpose: This statement of work is providing funding for 2022 from the State TB Program for tuberculosis (TB) prevention and control activities

Revision Purpose: The purpose of this revision is to increase allocation of funds, add an additional activity, and update deliverables, due dates, and payment information.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	· ·	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 TB ELIMINATION-FPH	18402203	93.116	333.93.11	01/01/22	12/31/22	20,827	0	20,827
FFY22 TB UNITING FOR UKRAINE SUPP	18402204	93.116	333.93.11	05/21/22	12/31/22	0	30,000	30,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						20,827	30,000	50,827

Task #	Activity	Activity Deliverables/Outcomes		Payment Information and/or Amount
1	Case Management and Treatment: (1) Increase percentage of TB cases meeting the National TB Indicators Project (NTIP) targets for objectives on case management and treatment. a. Performance-based focus area improve Completion of Therapy (COT) (2) Comply with American Thoracic Society, Centers for Disease Control and Prevention (CDC) and the Infectious Diseases	Summary of task outcome including any implemented strategies to improve in COT and related results/findings in the Consolidated Contract "TB Deliverables Report" <i>for 2022</i> .	Report due December 31, 2022 for 2022 activities; to be received by DOH by January 31, 2023.	Payment for tasks 1-7 will be reimbursement for actual expenses up to the maximum available within the FFY22 TB ELIMINATION-FPH funding period
2	Society of America Clinical Practice Guidelines. Provide DOH with complete TB case, contact and infection data. • After initial notifiable conditions TB case report (within 3 business days) through the Washington Disease Reporting System (WDRS), more detailed data for confirmed or suspected cases are to be entered into WDRS within 2 weeks of receipt by the LHJ.	Summary of task outcome on the Consolidated Contract "Deliverables Report" <i>for 2022</i>	Report due December 31, 2022 for 2022 activities; to be received by DOH by January 31, 2023.	described in the Funding Table above. See below Restrictions on Funds.

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Contact (Active Disease and Targeted Testing) and subsequent infection data (if applicable) to be provided electronically (e.g. WDRS or .xls or .csv) to DOH by the first week of February for the two previous calendar years.			Reimbursement for actual costs. See below Restrictions on Funds.
3	Contact Investigations: Increase percentage of TB cases and contacts meeting NTIP targets for objectives on contact investigations. Comply with National TB Controllers Association and CDC guidelines	Summary of task outcome on the Consolidated Contract "Deliverables Report" <i>for 2022</i>	Report due December 31, 2022 for 2022 activities; to be received by DOH by January 31, 2023.	Reimbursement for actual costs. Reimbursement for actual costs. Reimbursement for
4	Directly Observed Therapy (DOT): Provide DOT for all cases of infectious TB disease, this includes VDOT for qualifying patients.	Summary of task outcome on the Consolidated Contract "Deliverables Report" <i>for 2022</i>	Report due December 31, 2022 for 2022 activities; to be received by DOH by January 31, 2023.	netual costs. Reimbursement for actual costs. Reimbursement for actual costs.
5	Examination and Appropriate Treatment of Immigrants and Refugees: Increase percentage of immigrants and refugees meeting NTIP targets. Completed TB Follow-up worksheets are sent to DOH via secure tool which protects patient information.	Summary of task outcome on the Consolidated Contract "Deliverables Report" <i>for 2022</i>	Report due December 31, 2022 for 2022 activities; to be received by DOH by January 31, 2023.	Reimbursement for actual costs.
6	Cohort Review At least one (1) appropriate staff member will participate in cohort reviews in 2022. TB Case Consultation:	Summary of task outcome on the Consolidated Contract "Deliverables Report" <i>for 2022</i>	Report due December 31, 2022 for 2022 activities; to be received by DOH by January 31, 2023.	
	Appropriate LHJ TB staff attend as requested.			
7	 For any 340B medication received the LHJ agrees to: Maintain auditable records for a minimum of 3 years including a separate medication inventory tracking system with records tied to patients receiving the medication. Store 340B separately from non-340B medications. Conduct regular annual internal audits of inventory and patient records to maintain HRSA standards and compliance regarding diversion and patient eligibility. Participate in audits by DOH or HRSA of TB-related 340B practices and provide access to records demonstrating compliance with HRSA 340B regulations. Will not bill Medicaid for any 340B TB medications provided by DOH TB Program. Notify DOH TB Program of any medication loss or 	Summary of task outcome on the Consolidated Contract "Deliverables Report" for 2022	Report due December 31, 2022 for 2022 activities; to be received by DOH by January 31, 2023.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
8	 expiration of medications including any breach of 340B regulations. Notify DOH TB Program of changes regarding the prescribing provider within 10 days. And the prescribing provider must be either employed by or under contract with the LHJ. Provide TB screening, evaluation, Interferon-Gamma 	Consolidated Contract "TB Deliverables	January 31, 2023	Payment for task 8
	Release Assay (IGRA), chest x-rays, and other clinical services as indicated, including treatment* for latent or active TB disease for newcomers from Ukraine. (*These federal dollars can be used to provide TB medications to TB patients)	Report" include aggregate information for all Ukrainians directly clinically served with these funds for 2022. This includes the number: evaluated, diagnosed with TB infection, started treatment, and completed treatment.	January 31, 2023	will be reimbursement for actual expenses up to the maximum available within the FFY22 TB UNITING FOR UKRAINE SUPP funding period described in the Funding Table above.

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Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on <u>USASpending.gov</u> by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References:

TB Manual: Link to be provided on DOH Website (www.doh.wa.gov/tb) when revision is completed.

LHJ TB SharePoint pages: TB LHJ Home (sharepoint.com)

Health Officer Handbook: Washington State Tuberculosis Law Manual for Health Officers

Restrictions on Funds:

- 1. Emphasis must be given to directing the majority of funds to core TB control activities.
- 2. Federal Funds may not be used *except where noted*:
 - > To supplant State or LHJ funds;
 - > For inpatient care or construction or renovation of facilities;
 - > To purchase treatment medications.

Special References:

TB Laws and Regulations: (http://www.doh.wa.gov/YouandYourFamily/IllnessandDisease/Tuberculosis/LawsGuidelines.aspx)

Health Officer Handbook: Washington State Tuberculosis Law Manual for Health Officers

Monitoring Visits:

The DOH program contact may conduct monitoring visits during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the sub-awardee. The DOH Fiscal Monitoring Unit may conduct fiscal monitoring site visits during the life of this project.

Billing Requirements:

Monthly billing is preferred, and all 2022 invoices received at DOH by January 16th, 2023. LHJ may bill monthly. Invoices must be received no more than 60 days after billing period.

Exhibit A Statement of Work Contract Term: 2022-2024

DOH Program Name or Title: Youth Cannabis & Commercial Tobacco Prevention

Program - Effective July 1, 2022

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH31033

SOW Type: Revision Revision # (for this SOW) 2

Period of Performance: July 1, 2022 through December 31, 2022

Funding Source	Federal Compliance	Type of Payment
☐ Federal Subrecipient	(check if applicable)	Reimbursement
State	☐ FFATA (Transparency Act)	Fixed Price
Other	Research & Development	

Statement of Work Purpose: The purpose of this statement of work is to provide funding for cannabis & commercial tobacco (including vaping products) prevention and control activities as a regional contractor for the Youth Cannabis and Commercial Tobacco Prevention Program through four sources of funding: SFY23 Dedicated Cannabis Account, SFY23 Tobacco Prevention, SFY23 Youth Tobacco Vapor Products, and FFY22 Tobacco-Vap Prevention Component 1.

Note: Commercial tobacco includes any product that contains tobacco and/or nicotine, such as cigarettes, cigars, electronic cigarettes, hookah, pipes, smokeless tobacco, heated tobacco, and other oral nicotine products. Commercial tobacco does not include FDA-approved nicotine replacement therapies.

** PLEASE NOTE: Due dates and allocations are for purposes of reflecting the total annual allocation and reporting for FFY22 and SFY23.

Revision Purpose: The purpose of this revision is to extend the period of performance from December 31, 2022 to June 30, 2023 and change the LHJ Funding Period to reflect an end date of 06/30/23 for funding that has started on 07/01/22 and an end date of 04/28/23 for funding that has started on 04/29/22.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	C	Current Allocation	Allocation Change None	Total Allocation
SFY23 YOUTH TOBACCO VAPOR PRODUCTS	77410893	N/A	334.04.93	07/01/22	06/30/23	56,259	0	56,259
FFY22 TOBACCO-VAPE PREV COMP 1	77410212	93.387	333.93.38	04/29/22	04/28/23	37,772	0	37,772
SFY23 TOBACCO PREVENTION PROVISO	77410823	N/A	334.04.93	07/01/22	06/30/23	240,000	0	240,000
SFY23 DEDICATED CANNABIS ACCOUNT	77420823	N/A	334.04.93	07/01/22	06/30/23	409,588	0	409,588
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS	_					743,619	0	743,619

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	DEVELOP	Contractor will submit a work plan for 2022-2023 utilizing the template provided	45 days of contract	Funding utilized:
	NETWORK	by YCCTPP that addresses the four goals of the program and includes:	execution	State (YTVP, Tobacco
	ANNUAL WORK	Performance-based objectives that will be defined by the contractor and		Prevention, Marijuana
	PLAN	YCCTPP contract manager.		Prevention and Education)

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Activities that utilize program strategies (defined into the YCCTPP implementation guide), that will address the defined performance-based objectives and overarching goals, tied to a specific timeframe with identified timeling goals. Funding must be dedicated to equitable policy, systems, environmental change in communities of higher need within the contractor's specified region, and if it is unclear a justification must be provided. The workplan must have a designated equity framework that will be utilized in all prevention efforts. This workplan will be created in collaboration with and approved by the YCCTPP contract Manager. More details regarding the workplan requirements including the goals of the YCCTPP budget workbook. Note: Activities can be added to the tasks after workplan approval, the contractor should speak with their contract manager for approval. ORGANIZATION AND NETWORK ADMINISTRATIVE PLAN PLAN ORGANIZATION AND NETWORK ADMINISTRATIVE PLAN ORGANIZATION AND NETWOR	Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
implementation guide.		EQUITY ASSESSMENT ORGANIZATION AND NETWORK ADMINISTRATIVE	 implementation guide), that will address the defined performance-based objectives and overarching goals, tied to a specific timeframe with identified timeline goals. Funding must be dedicated to equitable policy, systems, environmental change in communities of higher need within the contractor's specified region, and if it is unclear a justification must be provided. The workplan must have a designated equity framework that will be utilized in all prevention efforts. This workplan will be created in collaboration with and approved by the YCCTPP Contract Manager. More details regarding the workplan requirements including the goals of the YCCTPP program, objectives, and strategies can be found in the YCCTPP Implementation guide. Note: Activities can be added to the tasks after workplan approval, the contractor should speak with their contract manager for approval. Contractor will complete an initial equity assessment provided by YCCTPP within their regional network that will be submitted to the YCCTPP contract manager within 90 days of the workplan being completed. The assessment will be continuously revised throughout the year based on the network's needs. Contractor will complete an administrative plan within 90 days of contract execution and submit any updates or changes on a quarterly basis, which will include: Most current job descriptions and contact information of the program facilitator that is responsible for the performance of the statement of work and relevant staff. Calendar of meetings, trainings, and professional development opportunities that the program administrator and relevant staff will participate in. All relevant staff are expected to participate in required conference calls (including kick off training, monthly check ins, YCCTPP program all contractors calls), trainings, webinars, and in-person or virtual meetings for YCCTPP contractors according to the schedule provided by DOH. This is subject to chan	workplan being completed 90 days of contract	expenditures, not to exceed total funding consideration. A19-1A invoice for YCCTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract. The expenditure worksheet in the YCCTPP budget workbook must be completed by the 30th of the month following the month in which costs were

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		 Network meeting schedule and supporting documentation regarding membership participation/engagement. A list of organizations and the contact information for the point person that are considered subcontractors. 		
4	IMPLEMENT ANNUAL WORK PLAN AND REPORT PROGRESS	Based on the specific timeline developed by the YCCTPP contract manager and the contractor, they will report on activities progress and data by the 20 th of each month. Contractor will share network process on a quarterly basis through electronic survey that focuses on successes and challenges of their network and the YCCTPP program.	20 th of each month	
5	ASSESS PROGRAM IMPLEMENTATION	Contractor will create annual report based on monthly and quarterly reporting for their regional network due 30 days after the period of performance. Report guidelines and expectations will be provided by DOH for more information. Contractor will participate in state evaluation of YCCTPP, their networks, and the Practice Collaborative. Contractor will participate in region or population needs assessment every 2 years	Annual Report due 30 days after the period of performance Needs assessment due every 2 years.	
6	PREPARE AND	to update community/population data and needs. Contractor will participate in creation and updating of the 5-year strategic plan for the YCCTPP Program. Contractor will submit work plan for 2022-2023 for all required tasks (listed in	45 days of the state	Funding utilized:
· ·	MANAGE WORK PLAN	 more detail within the table below) for commercial tobacco prevention within 45 days of the state contract execution (estimated start date of 7/1/22), utilizing template provided by YCCTPP that addresses the goals of the program as well as CDC grant requirements, which includes: A minimum of one activity per required task with performance-based objective that will be defined by the contractor and the YCCTPP Contract Manager during workplan development. The workplan plan must have a designated equity framework that will be utilized in all prevention efforts. Funding must be dedicated to supporting the regional/priority population through equitable policy, systems, and environmental change and if it is unclear, a justification must be provided. This workplan will be created in collaboration with and approved by the YCCTPP Contract Manager. Note: Activities can be added after workplan approval, the contractor should speak with their YCCTPP contract manager for approval. 	contract execution	Reimbursement for actual expenditures, not to exceed total funding consideration. A19 invoice for YCCTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract. The expenditure worksheet in the budget workbook must be completed by the 30th of the month following the month in which costs were incurred.

Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
IMPLEMENT WORK PLAN AND REPORT PROGRESS	Based on the specific timeline developed by the YCCTPP contract manager and the contractor, they will report on activities progress and data by the 20 th of each month.	20 th of each month	
1110 01000	Contractor will share network process on quarterly basis through electronic survey that focuses on successes and challenges of their organization and YCCTPP program.		
ASSESS PROGRAM IMPLEMENTATION	Contractor will participate in statewide evaluation of YCCTPP, Practice Collaborative, and CDC-funded programs.	Annual Report- 30 days after the period of performance	
	the YCCTPP Program.	Needs assessment due every 2 years	
	years to update community/population data and needs.		
Policies, Systems & Environmental Work	Contractor will work to strengthen or defend existing policy, systems, or environmental change (ex: SIPP and VIPP laws).	04/28/22 - 04/29/23	
	Contractor will educate private and public organizations of current policies in place.		
	Contractor will work to establish new policy, systems or environmental change that is equitable.		
	Contractor will ensure that an existing policy, systems, or environmental change is properly implemented (including funding) and evaluated/monitored.		
Education & Technical Assistance	Contractor will provide technical assistance regarding commercial tobacco (including e-cigarettes/vapor products) to community partners, and decision makers.	04/28/22 – 04/29/23	
	Contractor will host or speak at trainings or community events to education others regarding prevention and education for commercial tobacco to increase the knowledge skills, and abilities of network members, community partners, and other community stakeholders.		
	Contractor will disseminate resources (ex: TUDT) provided by YCCTPP and/or developed local to CBOs, centers, and networks supporting disparately affected communities that address emerging commercial tobacco/e-cigarettes and are culturally & linguistically appropriate, trauma-informed & equity-based.		
	IMPLEMENT WORK PLAN AND REPORT PROGRESS ASSESS PROGRAM IMPLEMENTATION Policies, Systems & Environmental Work Education &	IMPLEMENT WORK PLAN AND REPORT PROGRESS Contractor will share network process on quarterly basis through electronic survey that focuses on successes and challenges of their organization and YCCTPP program. ASSESS PROGRAM IMPLEMENTATION Contractor will participate in statewide evaluation of YCCTPP, Practice Collaborative, and CDC-funded programs. Contractor will participate in creation and updating of the 5-year strategic plan for the YCCTPP Program. Contractor will participate in community or population needs assessment every 2 years to update community/population data and needs. Policies, Systems & Environmental Work Contractor will work to strengthen or defend existing policy, systems, or environmental change (ex: SIPP and VIPP laws). Contractor will educate private and public organizations of current policies in place. Contractor will ensure that an existing policy, systems, or environmental change is properly implemented (including funding) and evaluated/monitored. Education & Technical Assistance Contractor will provide technical assistance regarding commercial tobacco (including e-eigarettes/vapor products) to community partners, and decision makers. Contractor will host or speak at trainings or community events to education others regarding prevention and education for commercial tobacco to increase the knowledge skills, and abilities of network members, community partners, and other community stakeholders. Contractor will disseminate resources (ex: TUDT) provided by YCCTPP and/or developed local to CBOs, centers, and networks supporting disparately affected communities that address emerging commercial tobacco-cigarettes and are	IMPLEMENT WORK PLAN AND REPORT PROGRESS Based on the specific timeline developed by the YCCTPP contract manager and the contractor, they will report on activities progress and data by the 20th of each month Contractor will share network process on quarterly basis through electronic survey that focuses on successes and challenges of their organization and YCCTPP program. ASSESS PROGRAM IMPLEMENTATION Contractor will participate in statewide evaluation of YCCTPP, Practice Collaborative, and CDC-funded programs. Contractor will participate in creation and updating of the 5-year strategic plan for the YCCTPP Program. Contractor will participate in community or population needs assessment every 2 years to update community/population data and needs. Contractor will work to strengthen or defend existing policy, systems, or environmental change (ex: SIPP and VIPP laws). Contractor will educate private and public organizations of current policies in place. Contractor will ensure that an existing policy, systems or environmental change is properly implemented (including funding) and evaluated/monitored. Education & Technical Assistance Contractor will provide technical assistance regarding commercial tobacco (including e-cigarettes/vapor products) to community partners, and decision makers. Contractor will host or speak at trainings or community partners, and decision makers. Contractor will host or speak at trainings or community partners, and other community stakeholders. Contractor will disseminate resources (ex: TUDT) provided by YCCTPP and/or developed local to CBOs, centers, and networks supporting disparately affected communities that address emerging commercial tobacco-cigarettes and are

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Collaboration & Engagement	Contractor will collaborate with YCCTPP program partners and external organizations (CBOs, CPWI, TPWI, ACH, DFC, etc.) to support prevention efforts for the youth and their community.	04/28/22 - 04/29/23	
		Contractor will educate individuals, public and private organizations on the value of YCCTPP, utilizing material provided by DOH or created by their own organization network or another YCCTPP contractor/network.		
		Contractor will educate adults who influence youth, such as parents, other family members, educators, clergy, coaches, etc.		
		Contractor will build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing. Contractor will implement activities designed to prepare young people to make informed decisions, and lead change in their community.		
	Media & Communication	Contractor will plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national (ex: CDC Tips Campaign), statewide, and tailored media campaigns to prevent youth commercial tobacco initiation, and support cessation.	04/28/22 - 04/29/23	
		Contractor will promote Washington State Quitline and self-help options for TUDT, including 2Morrow Health App (doh.wa.gov/quit) and This is Quitting (doh.wa.gov/vapefreewa), to people who use commercial tobacco.		
	Contractor will prepare (design, research, write, edit), get approval for, or distribute informational/educational materials in hard copy or online.			
		Contractor will plan, conduct, and document reach of various campaigns on various platforms (e.g., social media, point of purchase, movie theaters, radio, etc.).		
8	Synar Coverage Study	Contractor will attend trainings hosted by Washington State Health Care Authority regarding the Coverage Study. The training schedule will be announced by August 15, 2022.	October 31, 2022	Funding Utilized: SFY23 Tobacco Prevention
		Contractor will utilize the designated amount of funds (\$10,000) to pay for staff time, travel-related costs, and other relevant costs to the completion of the Coverage Study in their assigned census tract(s) by October 31, 2022.		Reimbursement for actual expenditures, not to exceed total funding consideration. A19 invoice for YCCTPP
		Contractor may use any funds not utilized in the designated amount for the coverage study for other commercial tobacco-related activities that focus on prevention, control, and/or cessation.		expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract. The expenditure worksheet in the

Tasl	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
				budget workbook must be completed by the 30th of the month following the month in which costs were incurred.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the <u>DOH Finance SharePoint</u> site. Questions related to this SOW, or any other finance-related inquiry, may be sent to <u>finance@doh.wa.gov</u>.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on <u>USASpending.gov</u> by DOH as required by P.L. 109-282.

Program Specific Requirements

A. For MI Codes 77410893, 77410823 & 77420823

To be in compliance with grant requirements, contractor will:

- 1. Hire and maintain program staff, which includes a minimum of one person (1.0 FTE) who is designated as the YCCTPP Region Network Facilitator. Additional staff to support workplan activities and completion of deliverables is allowed with approval of YCCTPP contract manager. See YCCTPP implementation guide for more information. The contractor shall ensure that DOH has the most current contact information of the person that is responsible for the performance of this statement of work.
- 2. Participate in required conference calls (including kick off training, monthly check ins, quarterly conference calls for the YCCTPP program), trainings, webinars, and in-person or virtual meetings for YCCTPP contractors according to the schedule provided by DOH.
- 3. Submit an Annual Implementation Plan and Budget according to the deadlines in Section E below.
- 4. Submit an Organization and Network Equity Assessment according to the deadlines in Section E below.
- 5. Submit an Organization and Network Administrative Plan according to the deadlines in Section E below.
- 6. Submit accurate and complete progress reports, budgets, and A19-1A invoices, using the required guidance, reporting tool or system, and deadlines (see Section E below) provided by DOH.
- 7. Act as the fiduciary agent if subcontracting. DOH must be notified and approve of any subcontractors; however, subcontractor performance is the responsibility of each YCCTPP Contractor.
- 8. Meet all requirements outlined in the YCCTPP Implementation Guide provided by YCCTPP.
- 9. Have completed background checks and on file for any staff or volunteer (funded and/or representing a YCCTPP contractor or subcontractor) who will be with youth and unsupervised. Prohibit any staff with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this contract. This requirement is consistent with existing statute RCW 9.96A.020.

For MI Codes: 77410212,

To be in compliance with grant requirements, the contractor will:

1. Hire and maintain program staff, which includes at least .25 FTE (that can be split among two people). They shall ensure that DOH has the most current contact information of the local program administrator that is responsible for the performance of this statement of work.

- 2. Participate in required conference calls (including kick off training, monthly check ins, quarterly conference calls for the YCCTPP program), trainings, webinars, and inperson or virtual meetings for YCCTPP contractors according to the schedule provided by DOH.
- 3. Submit an Annual Budget according to the deadlines in Section E below.
- 4. Submit an Annual Workplan that is supplemental to the state contract, according to the deadlines in Section E below.
- 5. Submit accurate and complete progress reports, budgets, and A19-1A invoices, using the required guidance, reporting tool or system, and deadlines (see Section E below) provided by DOH.
- 6. Act as the fiduciary agent if subcontracting. DOH must be notified and approve of any subcontractors; however, subcontractor performance is the responsibility of each YCCTPP Contractor.
- 7. Meet all requirements outlined in the YCCTPP Implementation Guide provided by YCCTPP.
- 8. Have completed background checks and on file for any staff or volunteer (funded and/or representing a YCCTPP contractor or subcontractor) who will be with youth and unsupervised. Prohibit any staff with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this contract. This requirement is consistent with existing statute RCW 9.96A.020.

B. DOH will support Contractor by providing:

- 1. Timely communications regarding funding amounts and/or funding reductions.
- 2. An annual calendar of key events including required and optional trainings and other key dates.
- 3. Contract oversight and point of contact for overall project coordination, technical assistance, and facilitation of project communication.
- 4. Templates for implementation plan, budget workbook, and reporting requirements.
- 5. Technical assistance on meeting project goals, objectives, and activities related to:
 - a. Adapting required and innovative activities to ensure they are culturally and linguistically appropriate evidence-based or evidence-informed, or promising programs.
 - b. Developing and adapting project materials so they are culturally and linguistically appropriate using Cultural and Linguistically Appropriate Services (CLAS) standards https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53.
 - c. Providing relevant resources and training, as resources permit.
 - d. Meeting performance measure, evaluation, and data collection requirements.
 - e. Interpreting DOH guidelines, requirements, and expectations. This includes making determinations of whether CTPP funds may be used for activities and projects proposed by the Priority Population Contractor.

C. Program Administration:

- 1. The contractor shall perform the requirements and activities defined in this agreement and the YCCTPP Implementation Guide. At a minimum, program and fiscal performance will be monitored and evaluated monthly by the assigned DOH staff based on each contractor's Monthly Progress Report, and Monthly Expenditure Worksheet and A19 invoice. YCCTPP staff will also monitor and evaluate program performance during on-site visits [minimum one (1) per biennium] following requirements and protocols provided by YCCTPP.
- 2. The contractor shall provide DOH with the program administrator's name, address, telephone number, and any subsequent changes. This contract information will be kept in an internal DOH database, along with the same information of all staff supported in part/full with YCCTPP funds. Failure of the contractor to perform activities (including those subcontracted to other agencies or organizations) as described in the DOH-approved SOW included herein and subsequent amendments, and in accordance with DOH administrative and Contract Performance Policies, and with any applicable local, state, or federal law or regulation, may result in the reduction of funds, suspension of services, or the termination of this statement of work.
- 3. DOH reserves the right to determine the amount of any reduction, based on contractor's performance, and to unilaterally amend the contract to affect any reduction. Any reduction shall be based on a review of the contractor's expenditure patterns and actual performance.
- 4. Make reasonable efforts throughout the period of performance, to identify and leverage resources from private or public entities to support costs under this program.
- 5. The contractor's annual workplan and budget must be approved by YCCTPP contract manager prior to implementation. This includes execution of subcontracts within the community. Any changes to either the workplan or budget, must also be approved by the DOH contract manager prior to implementation.

D. Subcontractor Requirements:

- 1. When subcontracting with an organization that is leading regional efforts in one or more counties, the YCCTPP Contractor is <u>required</u> to include language in these contracts that reflects the following:
 - Submit monthly progress reports and invoices that reflect work performed and funding spent using tools provided by DOH or the YCCTPP Contractor. Monthly progress reports for subcontractors should be due by the 15th of each month.
- 2. When subcontracting with an organization to work directly with youth (ages 0-17), the YCCTPP Contractor is <u>required</u> to include language in these contracts that reflects the following:
 - Provide verification that background checks have been completed for any staff and volunteers who will work with youth(ages 0-17) and are on file.

E. Required Plans and Reports

The contractor shall submit required reports by the date due using required forms according to procedures issued by DOH. These reports and their due dates shall include, but not be limited to:

Re	<u>port</u>	Date Due
1.	Submit an annual workplan and budget	Annually, no later than 45 calendar days after state contract execution (07/01/22). DOH approval will occur no later than two weeks after submission. Update as needed with contract manager approval.
2.	Expenditure Report and Request for Reimbursement (A19)	A19s and updated budget workbook due the 30 th of the month following the month in which costs are incurred. Non-health departments (non-consolidated contracts): A-19 documents (PDFs) must be saved, signed and emailed with the following title format: <i>A-19-Contract #-organization name-month-year</i> .
3.	Final Expenditure Projections, Report and Request for Reimbursement (FY Closeout)	Year-end projections are due as follows: SFY23: May 10, 2023. An invoice must be submitted market FINAL INVOICE PROJECTION Final Expenditure Reports and invoices are due no later than July 14, 2023 for SFY and June 13, 20223 for FFY and must be marked FINAL INVOICE.
4.	Monthly Progress Report	The 20 th of the month following the month in which activities were performed. Monthly reports of work will report on overall progress of activities in a monthly survey provided by YCCTPP. All documents related to task activities will be attached. Subcontractor reporting should be submitted to the YCCTPP contractor by the 15 th of each month.
5.	Quarterly Progress Report	The 20 th of the of each month on a quarterly basis, starting September 2022 that focuses on narrative successes and challenges for each contractor. This report will be submitted in a survey provided by YCCTPP.
6.	SFY Only: Network Equity Assessment	Completed annually, no later than 90 calendar days after workplan approval.
7.	SFY Only: Organization and Network Administrative Plan	Completed no later than 90 calendar days after contract execution and updated quarterly after the fact.
8.	SFY Only: Annual Report	Completed no later than 30 calendar days after period of performance, utilizing a template provided by YCCTPP that includes data from monthly and quarterly reports.
9.	Assessment and Evaluation	Using a template provided by YCCTPP, complete project evaluation activities developed and coordinated by YCCTPP as requested. Additionally, utilizing data in monthly and quarterly progress reports, participate and support statewide evaluation efforts of CDC funds.
10.	Synar Coverage Study	Attend the required trainings hosted by the Washington State Health Care Authority (schedule will be released by August 15, 2022) and complete the coverage study in the assigned census tract(s) by October 31, 2022.

The YCCTPP contractor shall be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

F. Payment

- 1. All expenditures incurred and reimbursements made for performance under this statement of work shall be based on actual allowable costs in accordance with the YCCTPP Implementation Guide.
- 2. DOH will reimburse the contractor for actual allowable program costs. Billings for services on a monthly fraction of the budget will not be accepted or approved.
- 3. DOH shall pay the contractor all allowable costs incurred as evidenced by a proper invoice submitted to DOH on a timely basis, insofar as those allowable and allocable costs do not exceed that amount appropriated or otherwise available for such purposes as stated herein, or in subsequent amendments.
- 4. DOH shall pay for costs under this statement of work up to a total not exceeding the total funding consideration amount. Costs allowable under this statement of work are based on DOH-approved budget for periods of performance: SFY July 1, 2022 June 30, 2023 & FFY April 29, 2022 April 28, 2023
- 5. Authorized and allowable program expenditures shall be reimbursed upon receipt and approval of the Monthly Progress Report, Monthly Expenditure Report and Request for Reimbursement form (A19) according to Section E of this contract. If the Monthly Progress Report, Expenditure Report and/or Request for Reimbursement form (A19) are not completed within 60 days of the month when expenditures were incurred, DOH may withhold approval and payment, at its discretion, until the 30th of the month following submittal.
- **6.** Final expenditure projections must be submitted by the 14th of July for state funds and 13th of June for federal funds to allow DOH to appropriately accrue funds to make final payments.
- 7. The final Monthly Expenditure Report and Request for Reimbursement form must be submitted to DOH no later than 45 days following the end of the contract year in order to assure reimbursement of approved costs.
- **8.** Backup documentation can include, but is not limited to; receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Backup documentation shall be kept on file by the fiscal agent and made available upon request by DOH.
- 9. Submission of electronic reports, deliverables, and other invoice attachments are preferred; however hard copies are acceptable.

G. Evaluation of YCCTPP Contractor's Performance

The YCCTPP Contractor performance will be evaluated on the following:

- 1. Timely completion, submission and YCCTPP approval of proposed annual workplan and Annual Budget Tracking Tool (Budget Line Items, Summary Budget Projections, Budget Narrative) to their designated contract manager in accordance with YCCTPP guidance and requirements.
- 2. Submittal of an organizational and network equity assessment with YCCTPP guidance, requirements, and timelines.
- 3. Submittal of an organizational and network administrative plan with YCCTPP guidance, requirements, and timelines.
- 4. Submission of Electronic A19 Invoice and Financial Back-up Document to DOH Grants Management and the YCCTPP SharePoint by the due dates listed above.
- 5. Submission of monthly progress reports and quarterly reports by the due dates listed above.
- 6. Submission of annual report with YCCTPP guidance, requirements, and timelines.
- 7. Site visits per requirements and protocols provided by DOH/YCCTPP.

H. Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)

Federal Funding Restrictions and Limitations:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Recipients may not use funds to purchase tobacco prevention curriculum for K-12 schools.
- Recipients may not use funds for tobacco compliance check inspections.
- Recipients may not use funds to pay for Synar or Federal Drug Administration (FDA) compliance monitoring.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.

- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - o Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- See Additional Requirements (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (https://www.cdc.gov/grants/additionalrequirements/ar-35.html).

Dedicated Cannabis Account Restrictions:

- Recipients may not use funds for clinical care.
- Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual. Recipients may not use funds to buy cannabis products or paraphernalia used in the consumption and/or use of cannabis products.
- Recipients may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by DOH Contract Manager.
- Recipients may not use funding for construction or other capital expenditures.
- The contractor must comply with DOH YCCTPP guidance on food, incentives and use of DOH logo outlined in the YCCTPP Tailored Implementation Guide, and should not exceed federal per diem rates.
- Reimbursement of pre-award costs is not allowed.

Please see YCCTPP Implementation Guide for further restricts on each funding stream.

I. Program Manual, Handbook, Policy References

Meet requirements outlined in the Youth Cannabis and Commercial Tobacco Prevention Program (YCCTPP) Implementation Guide.

Special References

As a provision of Dedicated Cannabis Account (RCW 69.50.540) DOH shall fund a grants program for local health departments or other local community agencies that supports development and implementation of coordinated intervention strategies for the prevention and reduction of marijuana use by youth.

As a provision of the Youth Tobacco and Vapor Product Prevention Account, (RCW 70.155.120) DOH shall, within up to seventy percent of available funds, provide grants to local health departments or other local community agencies to develop and implement coordinated tobacco and vapor product intervention strategies to prevent and reduce the use of tobacco and vapor products by youth.

As a provision of the 2022 Operating Budget, (ESSB5693) funds are provided solely for tobacco, vapor product, and nicotine control, cessation, treatment and prevention, and other substance use prevention and education, with an emphasis on community-based strategies. These strategies must include programs that consider the disparate impacts of nicotine addiction on specific populations, including youth and racial or other disparities.

Local Health Jurisdiction Name: Whatcom County Health Department

Research & Development

Exhibit A Statement of Work Contract Term: 2022-2024

DOH Program Name or Title: Zoonotic Disease Program-WNV Mosquito

Surveillance - Effective June 1, 2022

Contract Number: CLH31033 **SOW Type**: Revision **Revision # (for this SOW)** 1 **Funding Source Federal Compliance Type of Payment** Reimbursement Federal Subrecipient (check if applicable) State Fixed Price FFATA (Transparency Act) Period of Performance: June 1, 2022 through September 30, 2022 Other

Statement of Work Purpose: The purpose of this statement of work is for Whatcom County Health Department to conduct weekly mosquito surveillance for West Nile virus (WNV) in Whatcom County during mosquito season, June through September. The detection of the virus in mosquito populations serves as an early warning of disease risk in the localized area. It alerts the local health department to strengthen educational outreach and mosquito control to minimize the health impact of mosquito-borne disease on communities. In addition, data generated by surveillance advances our understanding of the emergence and spread of vector mosquitoes and pathogens in western Washington.

Revision Purpose: Increase allocation amount.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Fund Start Date	ing Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY21 Vector-borne T2&3 Epi ELC FPH	1882121B	93.323	333.93.32	06/01/22	07/31/22	1,400	0	1,400
FFY22 Vector-borne T2&3 Epi ELC FPH	1882122B	93.323	333.93.32	08/01/22	09/30/22	1,400	1,456	2,856
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS					2,800	1,456	4,256	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Conduct weekly mosquito trapping at two (2) site locations in	Submit two weekly collections of	Weekly by Thursday	Payment for all tasks will
	Whatcom County.	mosquitoes along with complete	during mosquito season,	be reimbursed for actual
	 Purchase of dry ice, as needed Set and collect traps	corresponding data on reporting forms for trapping events to DOH.	June through September	expenses up to the maximum available within the funding periods
	Record field data on DOH-provided reporting forms, including zero catch information.	Should no mosquitoes be collected during a trapping event, the data reporting form documenting the effort is to be emailed to the DOH Program contact.		for each source described in the Funding Table above.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on <u>USASpending.gov</u> by DOH as required by P.L. 109-282.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-701

File ID: AB2022-701 Version: 1 Status: Agenda Ready

File Created: 11/21/2022 Entered by: DLaplant@co.whatcom.wa.us

Department: Human Resources

Division

File Type: Contract

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter in to a Collective Bargaining Agreement between Whatcom County and the Washington State Nurses Association for the period of January 1, 2023 - December 31, 2025

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE							
Date:	Acting Body:	Action:	Sent To:				

Attachments: Staff memo, Proposed Contract

WHATCOM COUNTY ADMINISTRATIVE SERVICES



HUMAN RESOURCES

Whatcom County Courthouse 311 Grand Avenue, Suite #107 Bellingham, WA 98225-4038 (360) 778-5300 HR@co.whatcom.wa.us

> MELISSA KEELEY Manager

MEMO TO: County Council Members

CC: Satpal Sidhu, County Executive

Tyler Schroeder, Deputy Executive

FROM: Donnie LaPlante, Human Resources Associate Manager

DATE: November 21, 2022

SUBJECT: 2023-2025 WA State Nurses Association Collective Bargaining Agreement

We are pleased to have bargained a three-year successor Collective Bargaining Agreement with the Washington State Nurses Association consistent with budget authority.

Highlights are summarized below:

Wages

2023 - 6%

2024 - 4%

2025 - 3%

Benefits

Add flat rate cost containment LOA for six employees enrolled in dependent tier for 2023-2025

Vacation

Increase accrual of entry level employees to match MCBA and other CBAs

Allow annual cashout of up to 40 hours to match MCBA and other CBAs

Premium/Stipend

Add weekend premium of \$3.50/hr for nurses whose regular schedule does not include Sat/Sun Modify existing electronic standby pay from \$20/day to \$5/hr

Realignment

Modify position realignment language to match that of the MCBA

I'm available to answer any questions at dlaplant@co.whatcom.wa.us or ext. 5305.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:		
Division/Program: (i.e. Dept. Division and Program)		
Contract or Grant Administrator:		
Contractor's / Agency Name:		
Is this a New Contract? If not, is this an Ame		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes No If yes, grantor ag	gency contract	number(s): CFDA#:
Is this contract grant funded? Yes No If yes, Whatcom	County grant	contract number(s):
Is this contract the result of a RFP or Bid process Yes No If yes, RFP and Bid nur		Contract Cost Center:
Is this agreement excluded from E-Verify? No	o Yes	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below: Professional services agreement for certific Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments) Contract Amount:(sum of original contract amount and any prior amendments): This Amendment Amount: Total Amended Amount:	Council appro \$40,000, and p than \$10,000 of 1. Exercisin 2. Contract capital co 3. Bid or aw 4. Equipmen	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Wal required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: g an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other losts approved by council in a capital budget appropriation ordinance. Ward is for supplies. In this included in Exhibit "B" of the Budget Ordinance. It is included in Exhibit "B" of the Budget Ordinance.
Summary of Scope:		e systems and/or technical support and software maintenance from the r of proprietary software currently used by Whatcom County.
	сетегоро	
Term of Contract:		Expiration Date:
Contract Routing: 1. Prepared by: 2. Attorney signoff:		Date:
2. Attorney signor: 3. AS Finance reviewed:		Date: Date:
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if necess	ary):	Date:
8. Executive signed:	•	Date:
9. Original to Council:		Date:

COLLECTIVE BARGAINING AGREEMENT

By and Between

WHATCOM COUNTY, WASHINGTON

and

WASHINGTON STATE NURSES ASSOCIATION

January 1, 2023 – December 31, 2025

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COLLECTIVE BARGAINING AGREEMENT By and Between WHATCOM COUNTY, WASHINGTON and WASHINGTON STATE NURSES ASSOCIATION

PREAMBLE

This Agreement is by and between Whatcom County, hereinafter referred to as the "County," and the Washington State Nurses Association, hereinafter referred to as the "Association." The purpose of this Agreement is to facilitate the achievement of the mutual goal of providing quality community public health services, efficiently and economically, by establishing standards of wages, hours, and other conditions of employment, and to provide an orderly system of employer, employee relations.

ARTICLE 1 - RECOGNITION

- 1.1 Recognition. The County recognizes the Association as the sole collective bargaining agent representing all full-time and part-time employees working in the collective bargaining unit certified by the Public Employment Relations Commission in Case No. 2704-E-80-522 in those job classifications listed in Addendum A as they currently exist or as they may be amended during the life of this Agreement. Excluded from the bargaining unit are temporary full- or part-time help hired for periods of less than 1040 hours in a calendar year to meet the transient needs of the County with the understanding that employment will be terminated when the County determines the need for temporary help is over. A temporary employee may not be employed by the County for more than 1040 hours in a calendar year.
- **1.2 Unilateral Changes.** The County agrees not to unilaterally change the working conditions, wages, or benefits of bargaining unit employees during the term of this Agreement. This section shall not be a waiver of RCW 41.56 rights. Changes made pursuant to a contractual provision shall not constitute a unilateral change.
- **1.3 Bargaining Unit Work.** Existing bargaining unit work shall be performed by bargaining unit employees. When a new classification is created, the Association will continue to be recognized as the exclusive bargaining representative for employees performing traditional bargaining unit work, unless they are bona fide supervisory or administrative/management positions.

ARTICLE 2 - MEMBERSHIP AND UNION RIGHTS

- **2.1 Fair Share Membership.** The County agrees to direct all communications from employees regarding union membership or payroll deduction to the Association.
- **2.2 Dues Deduction.** The County agrees to deduct Association dues from the wages of employees who have authorized such deductions. The County shall submit the dues to the address and name provided by the Association. The County shall forward any employee

request to stop their payroll deduction to the Association upon receipt.

The Association and all bargaining unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deduction.

- **2.3 New Hires.** The County will provide Association business representatives reasonable access to new employees during work time for up to thirty (30) minutes within thirty (30) days of hire to discuss the Association.
- **2.4 New Hire Notice to Union.** The County agrees to notify the Union biweekly of new hires. Notification will be in writing and include the name, date of hire, classification, work location and phone number.
- **2.5 Negotiations.** Two employees of the bargaining unit shall be allowed paid time off for contract negotiation purposes. If the negotiations continue beyond the employees' regular workday, such employee shall not receive any pay beyond their regular work hours for participating in the negotiations. One additional bargaining unit employee elected to serve on the negotiating committee will, subject to operating efficiency, be released (without pay) from work to attend scheduled negotiating meetings. Such employee may use vacation or personal days to cover time spent at negotiating meetings.
- **2.6 Bulletin Board.** The County shall provide bulletin board space for the use by the Association in areas accessible to members of the bargaining unit.
- **2.7 Meeting Rooms.** The County shall make available to the Association, meeting space, rooms, etc., for the purpose of County-related contract administration and bargaining activities, and where such activities would not interfere with the normal work of the County, provided that bargaining unit employees who attend such meetings shall be on their own time. Upon request, the Association shall use the procedures for requesting space specified in County Policy AD118005Z.
- **2.8 Distribution of Agreement.** The Association will provide copies of this Agreement and related materials to the County for distribution to new employees.
- **2.9 Rosters.** The County agrees to provide the Association and the local unit chairperson with an Excel Spreadsheet attachment to an email on a monthly basis with a complete list of employees covered by this Agreement, as well as employees who have been terminated or have resigned since the last report, including termination/resignation dates. The list will include name, home address, home telephone number, employee number, title, range, step, hourly rate of pay, actual FTE, and division seniority date for each employee listed. The Union shall indemnify the County for any claims arising from the requirement to supply the foregoing information.
- **2.10 Public Information Requests.** The County will provide the Association with notice of any public information request regarding the bargaining unit prior to production.

ARTICLE 3 - MANAGEMENT RIGHTS

The County retains all rights except as those rights are limited by the express provisions of this Agreement. Nothing anywhere in this Agreement shall be construed to impair the rights of the County to conduct all its business and all particulars except as expressly and specifically modified in this Agreement.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- **4.1 Work Schedule.** The work schedule shall be set by the County as provided herein. The basic work week shall be forty (40) hours, Monday through Friday. The basic workday will be eight (8) hours. Special programs or unusual circumstances may necessitate work on other days; in such instances, the work week shall be five (5) days out of a seven (7) day period; provided the County shall notify employees at least one week prior to changing their work schedules. Nothing in this Article shall prevent the Health Director from changing work schedules, on a temporary basis, in the event of a bona fide public health emergency, as determined by the Director.
- **4.1.1 Modifications.** Any change to employees' Section 4.1 work schedule shall be mutually agreed upon between the Association and the Executive or designee except in case of an emergency as provided by POL AD110010Z. Such agreed upon modifications to the workweek which result in a reduction of hours shall not be construed to be a "layoff" as provided in Article 16.
- **4.1.2 Work in Pt. Roberts.** Employees who are required by the County to cross the border to Pt. Roberts to perform work will cooperate with their supervisor to adjust their schedule within the week to avoid the payment of overtime. Both parties recognize there may be circumstances where overtime work is unavoidable.
- **4.2 Overtime.** All work performed in excess of the basic workday or scheduled workweek shall be compensated at time and one-half the regular straight-time hourly rate of pay. Payment for such hours worked shall be in wages or in equivalent compensatory time, in accordance with Section 4.9 below. All overtime must be approved in advance by the employee's supervisor, provided that the parties agree to continue the existing practice of allowing nurses to take flex time off at straight-time under circumstances where the employee alters the daily work schedule to accommodate operating needs.
- **4.2.1 Overtime for Employees Working Less than 1.0 FTE.** Part-time employees are eligible for overtime as follows:
 - The employee is assigned to work outside their scheduled work day in excess of eight (8) hours per day or their scheduled work day, whichever is greater, or
 - The employee has worked in excess of forty (40) hours during the workweek.
- **4.3 Pyramiding.** The hour requirements referred to above shall in no manner constitute a guarantee, nor shall there be any pyramiding of overtime.
 - 4.4 Alternative Scheduling. The County and the Association agree to continue

alternative scheduling by mutual agreement (see LOU, item #6) between the Association and the Executive or designee. Such Agreement will provide for no reduction in the effective service to the public and will insure that critical service days are adequately covered by the remaining personnel. The parties will agree to a schedule that does not increase the County's compensation costs and that recognizes the impact of employee illnesses and vacations.

- **4.5 Flex Time.** Upon employee request for a change of schedule and by mutual agreement between the employee and the department head or designee, "flex time" may be used for periodic personal employee matters, to make up doctor or dental appointments, to attend meetings or to perform work on behalf of the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs.
- **4.6 Emergency Callbacks.** Emergency callbacks will be compensated at a minimum of two (2) hours to be compensated at time and one-half (1-1/2). When an employee is recalled to work from vacation, the employee shall be guaranteed a minimum of four (4) hours at the overtime rate, and shall be paid at time and one-half for additional hours actually worked beyond four (4), and the vacation day will be returned. If a full shift is not worked on the day of the callback, the employee may use the returned vacation time to top up hours for that day up to the amount of their regularly scheduled shift day.
- **4.6.1 Telephonic Response.** Employees authorized by their department head or designee to telephonically respond to emergencies, and who do respond between the hours of 9:00 p.m. and 6:00 a.m. shall receive one (1) hour minimum pay per incident at the rate of time and one half.
- **4.7 Reporting Pay.** An employee who reports for work at the time scheduled by the County shall be entitled to pay for the full scheduled workday, even if the County is unable to provide work on the day they report. This reporting pay guarantee does not apply if the County notifies the employee prior to the start of his/her regularly scheduled shift not to report for work through any reasonable communication, taking into consideration the method of communication and the timing of the communication, such as electronically, voicemail, email, radio or television announcements, or in person.
- **4.8 Absence Due to Adverse Weather.** Absence from work due to an employee's inability to report for scheduled work because of severe inclement weather, conditions caused by severe inclement weather or other unusual emergency conditions shall be charged to one of the following in sequential order, unless the employee wishes to designate a specific alternative option:
 - a. Compensatory time.
 - b. Any accrued vacation leave.
 - c. Personal Holiday.
 - d. Leave without pay.

An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the departmental payroll clerk is notified before the payroll cutoff date.

Employees approved for flex time under Section 4.5 may use flex time under this section.

- **4.9 Compensatory Time.** Compensatory time may be substituted for payment of one and one-half times the regular hourly pay rate for overtime work, by mutual agreement between the employee and the County, under the following conditions:
- **4.9.1. Accrual.** The employee must request compensatory time in lieu of overtime pay. The County may grant the request, but shall not impose compensatory time upon any employee who has not requested it. Employees requesting compensatory time shall have such request granted up to an accrual of twenty-four (24) hours per calendar year. An employee may accrue no more than 80 hours of compensatory time. Any compensatory hours which would be above the 80 hour limit will be paid. Compensatory time is accrued at the rate of one and one-half hours for each hour of overtime worked. Comp time may not be accrued for time paid at double time.
- **4.9.2 Usage.** An employee will be allowed to use the compensatory time within a reasonable period of time mutually acceptable to the employee and supervisor, so long as such use does not unduly disrupt the operations of the County.
- **4.9.3 Cashout.** By mutual agreement between the employee and County, the employee may cash out accrued compensatory time at the end of each calendar year. The payment shall be calculated on the basis of the employee's regular hourly rate at the time payment is received. Upon termination of employment, an employee shall be paid for unused accrued compensatory time at the employee's current regular hourly rate.
- **4.10 Breaks.** Breaks include two paid fifteen (15) minute rest breaks. A thirty (30) to sixty (60) minute lunch period on the employee's time beginning no earlier than two (2) hours and no later than five (5) hours after the start of the shift or as otherwise required/permitted by law. Employees not able to take a rest or lunch break shall notify their supervisor as soon as possible. Rest and lunch breaks may, at the employee's option, be intermittent. The thirty minute lunch period must be by mutual agreement of the employee and his/her supervisor, except in the case of alternative schedules where service needs must be met. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or workweek. Section 4.2 of this agreement shall apply when an employee is not able to take a rest break.

ARTICLE 5 – HOLIDAYS

5.1 Eligibility Criteria. All full-time and part-time (.5 FTE or above) employees are eligible for holiday pay. To receive holiday pay, an employee must have been in paid status, or on approved voluntary unpaid furlough, the scheduled work day before and after the holiday. "Paid status" is defined as payment of wages for work performed, vacation or accrued sick leave, or other paid leave including income for industrial injury not to exceed twelve (12) calendar months.

- **5.1.1 Employees Working Less Than 1.0 FTE.** Part-time employees are eligible for holiday pay on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency (FTE).
- **5.2 Holiday Schedule.** The following days shall be considered as holidays with pay under the terms of this Agreement:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day

Personal Holiday

Veteran's Day Thanksgiving Day

The day after Thanksgiving Day
The Day before Christmas

Christmas Labor Day

- **5.2.1 Holiday Timing.** If a holiday falls on a Saturday, it shall be observed the preceding Friday; if it falls on a Sunday, it shall be observed the following Monday.
- **5.3 Holiday Pay.** Holiday pay shall be at the employee's regular rate of pay regardless of which day it may fall on.
- **5.3.1 Working a Holiday.** If an employee works on a holiday, he or she shall receive one and one-half (1-1/2) times the regular rate of pay for all hours actually worked. Double time shall be paid for time worked by an employee for all hours beyond the regular work day on a recognized holiday.
- **5.4 Personal Holiday.** Each employee shall receive one personal holiday each calendar year which may be taken by the employee when the schedule is approved by the County. Scheduling for the Personal Holiday must be approved by the County. The personal holiday must be taken during the calendar year and cannot be cashed out upon separation. Employees who receive a personal holiday on January 1 are not entitled to another personal holiday until January 1 of the following year.
- **5.4.1 Personal Holiday for New Hires.** New hires must have been on the County's payroll three (3) calendar months of 80 compensated hours prior to utilizing the personal holiday.
- **5.4.2** Employees Working Less Than **1.0** FTE. The personal holiday for employees working less than an assigned eight (8) hour schedule shall be prorated based on their currently assigned, but no more than their budgeted full-time equivalency (FTE) on January 1 of the calendar year. If an employee working less than full time transfers to a full-time position during the year, the employee will receive a personal holiday in the amount of eight (8) hours on January 1 of the following year.

ARTICLE 6 – VACATIONS

- **6.1 Eligibility Criteria.** Eligible employees shall accrue vacation on a calendar month basis. All full-time and part-time employees regularly scheduled to work at least 80 hours per month are eligible to accrue vacation, provided employees must receive compensation each month, as defined in Article 23.3. New employees are not subject to a waiting period before they can use vacation.
- **6.2 Accrual.** Employees may use vacation as it is accrued and with supervisory approval. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the employee immediately prior to the commencement of the calendar month in accordance with the following chart:

During the Following Years of Service	Hours of Vacation/Month (based on 1.0 FTE)
0-3 years	8.00 hours
4 years	10.00 hours
5-7 years	11.34 hours
8-9 years	12.00 hours
10 years	13.34 hours
11 years	14.00 hours
12 years	14.67 hours
13 years	15.34 hours
14 years	16.00 hours
15 years	16.67 hours

- **6.2.1 Employees Working Less Than 1.0 FTE.** Employees working less than a full-time schedule shall accrue paid vacation based upon their currently assigned, but no more than their budgeted full-time equivalency (FTE).
- **6.2.2 Maximum Accrual & Carryover.** Employees may accrue and carry forward a maximum of 240 hours vacation on December 31 of any year. Unused vacation in excess of 240 hours shall be forfeited on January 1 of the following year with the following exceptions: an employee whose timely vacation request is denied due to the County's needs, shall be allowed to carry over vacation in excess of the 240 maximum for up to twelve months.
- **6.3 Scheduling.** The County reserves the right at all times to restrict the taking of vacations during peak workload periods or determining the number of employees that may be on vacation at any one time for operational efficiency.
- **6.3.1 Vacation Requests.** Requests for leave shall be in writing and approved in advance in writing by the employee's supervisor. In the event of conflicts between the employee's requests for leave, the employee first requesting leave shall prevail. Vacation may be taken with the County's approval.
- **6.4 Vacation Pay.** All vacation pay shall be based on the employee's regular rate of pay in effect during the time he or she takes a vacation. If a holiday recognized by the Agreement falls on a normal working day during which the employee is on vacation the holiday shall not be counted against the employee's vacation account.
 - **6.4.1 Annual Cashout by Mutual Agreement.** By mutual agreement between

the employee, the department head and the Executive or his or her designee, and, employees shall be allowed to cash out up to forty (40) hours of vacation per year.

- **6.5 Termination.** An employee who voluntarily terminates or is terminated for cause shall be compensated for any vacation earned, which they are eligible to take, but not already taken.
- **6.5.1 457 Contribution.** An employee may elect to contribute cashout to a 457 plan if election is made at least two pay periods prior to termination.

ARTICLE 7 – SICK LEAVE

- **7.1 Eligibility Criteria.** To be eligible to accrue sick leave as provided herein, employees must receive compensation each month, as defined in Article 23.3.
- **7.2 Accrual Rate.** Sick leave shall accrue, to all full-time and part-time employees who are regularly scheduled to work at least 80 hours per month and who are compensated at least eighty (80) hours in one (1) calendar month of employment, in the amount of eight (8) hours for each month of employment. In no instance shall sick leave accrue at a rate less than one (1) hour for every forty (40) hours worked.
- **7.2.1 Employees Working Less Than 1.0 FTE.** Part-time employees accrue sick leave on a pro-rated basis in relation to their currently assigned, but no more than their budgeted full-time equivalency (FTE).
- **7.2.2 Accrual During Paid Leaves.** Sick leave shall continue to accrue during paid leaves of absence as long as eligibility criteria is met.
- **7.2.3 Maximum Carry Over.** No employee may carry over more than nine hundred and sixty (960) hours of sick leave from one year to the next; however, there is no cap on how many hours are accrued during the year. Hours in excess of nine hundred and sixty (960) hours may not be cashed out.
- **7.3 Sick Leave Usage.** Employees may use sick leave for absences due to illness (mental or physical), injury, health condition, for diagnosis, care, or treatment or preventive care of such conditions for the employee or the employee's family members.
- **7.3.1 Family Member.** For purposes of this section, family member includes a spouse, a child, a parent, a parent-in-law, a registered domestic partner, a grandparent or grandchild or a sibling of the employee.
- a) Child includes biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- b) Parent includes biological, adoptive, de facto, foster parent, stepparent, or legal guardian of the employee, parent of the employee's spouse or domestic registered partner, or

a person who stood in loco parentis when the employee was a minor child.

- **7.3.2 Other Use.** Sick leave may be used when the employee's place of business has been closed for any health-related reason, or when the employee's child's school or place of care has been closed for health-related reasons. Employees may also use sick leave for absences due to domestic violence, sexual assault or stalking (RCW 49.76.030).
- **7.3.3 Proof of Illness.** The County shall not require verification for absences of three days or less. For absences exceeding three days, the County may require verification that the use of sick leave was for an authorized purpose, provided that the County shall not require that the verification explain the nature of the condition.
- **7.3.4 Leave Sharing Program.** Employees may voluntarily donate any amount of accruals each year to employees eligible to receive leave donations under the County's Leave Sharing Program.
- **7.3.5 Return Rights From Leave of Absence.** Employees on extended leave of absence because of illness or injury shall retain the right to return to their original position for a period of one year from the last day for which they have received compensation.
- **7.3.6 On-The-Job Injury.** An employee may use sick leave to offset loss of wages when he or she is injured on the job and is collecting time loss compensation.
- **7.4 Unused Sick Leave.** Any employee shall be entitled to cash upon termination in the amount of twenty-five percent (25%) of their sick leave bank at the time of termination; provided, however, such employee has given at least two weeks' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause.
- **7.4.1 457 Contribution.** An employee may elect to contribute cashout to a 457 plan if election is made at least two pay periods prior to termination.

ARTICLE 8 - LEAVES OF ABSENCE

- **8.1 Jury Duty & Civil Leave.** Civil leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any federal, state or municipal court when a subpoena compels such testimony and such testimony is in connection with a matter in which Whatcom County is a party. An employee must notify the immediate supervisor prior to taking civil leave and show proof of compulsion. When an employee receives any payment for serving as a juror or witness, such payments must be paid to the County.
- **8.2 Military Leave.** Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and County policy. Employees must notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job.
- **8.3 Maternity/Paternity Leave.** Leave shall be granted to any employee for pregnancy and its ending. The provisions of this Section shall be applied consistent with the provisions

of RCW 9.02.100 et seq. as amended. Employees on maternity leave not eligible for FMLA shall use their accrued sick leave and vacation leave. Unless the birth mother chooses to invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement. If additional leave is required, it shall be without pay, for a total of six (6) months, at the discretion of and with prior written approval of the Health Director and Executive or designee. Normally, there would be no extension beyond six (6) months, but under extraordinary circumstances, this period may be extended an additional six (6) months at the discretion of the County. The County may require the employee to submit a letter from her physician stating the date she can return to work without impairing her health. The employee is entitled to return to her former or equivalent position. If leave pursuant to this provision would also qualify as leave under any federal or state statute, including the Federal Family and Medical Leave Act or any applicable Washington state statutes, the period of leave will apply toward the employee's entitlement to leave under any applicable statute.

- **8.4 Other Leaves of Absence.** Any employee may be granted leave of absence without pay for a period of six (6) months at the discretion of and with prior written approval of the Health Director and the Executive or designee. Under special circumstances, the period may be extended an additional six (6) months at the discretion of the County. No leave of absence shall be taken unless the employee has first expended compensatory time, accumulated vacation leave, personal holiday and sick leave, if allowable; provided, this prohibition may be waived upon application to, and at the discretion of, the Executive or designee.
- **8.5 Return From Leave.** Upon return from any authorized leave of absence with pay an employee shall be entitled to the former position or similar position, and there shall be no reduction in seniority, status, or pay. Seniority shall not be credited for leaves of absence without pay. An employee during a leave of absence may continue medical, dental, or life insurance benefits provided such employee makes satisfactory arrangements for payment of such premiums.
- **8.6 Professional Leave.** The County reserves the right to determine the type and amount of professional training the nurses shall receive with pay; provided, that at least four (4) days per nurse per year with pay will be provided to allow employees to attend such professional work-related conferences and training programs.

Any employee may be granted an unpaid leave of absence for up to one (1) year for educational purposes not leading to a master's degree, or up to two (2) years for programs leading to a master's degree. All educational leave will be granted only at the discretion of and with prior written approval of the County. The further education sought must be related to the profession of the employee and provide skills that can be utilized by the County. Two (2) months prior to the termination of leave, the employee must confirm in writing to the County the intention to return to work. The employee is entitled to return to her/his former or equivalent position. Seniority shall not accrue during the unpaid leave.

8.7 Domestic Violence Leave. The County provides unpaid leave to employees who are victims of, or who are family members of victims of domestic violence, sexual assault, or stalking, or consistent with the requirements of the Washington Domestic Violence Leave Law (RCW 49.76). Employees can substitute accrued paid leave for unpaid leave.

8.8 Failure to Return. Failure to return from an authorized leave of absence may be grounds for discipline up to and including discharge.

ARTICLE 9 - BEREAVEMENT LEAVE

If an employee suffers a death in the immediate family, the employee shall be allowed not more than five (5) days (up to 40 hours) off without loss in pay for bereavement in the death of a spouse, state registered domestic partner, child or parent (including step), of the employee or spouse. Three (3) days off without loss of pay shall be allowed for other immediate family members. Other immediate family members are defined to be: brothers, sisters, grandchildren or grandparents of either the employee or the employee's spouse, including step. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected employee may have up to eight (8) hours of paid time off to attend the funeral or memorial.

For the purposes of bereavement leave only, a "day" is defined as the number of hours an employee is assigned to work for the requested days off (not to exceed forty (40) hours). Employees working less than an assigned eight (8) hour schedule shall receive bereavement leave benefits based on their current assignment, but no more than their budgeted full time equivalency. Employees desiring additional days off without pay or using accrued leave shall make a written request through his or her department head or designee for approval by the County.

ARTICLE 10 - FAMILY LEAVE

- **10.1 Family Leave.** The County will comply with all state and federal laws and regulations, as amended, regarding family and medical leave, including military family leave entitlements and will make copies of the statutes and regulations available upon request. Employees are not required to use accrued vacation time or sick leave before commencing unpaid family leave.
- **10.2 Physician Certifications.** The County may require physician certifications as permitted by law.

ARTICLE 11 - COMPENSATION AND RATES OF PAY

11.1 Salary Schedules. All bargaining unit employees shall be classified pursuant to Addendum A and paid pursuant to Addendum B, which are made a part of this Agreement by reference.

Effective the first full pay period in January 2023, each step in all ranges of the 2022 hourly matrix shall be increased by 6%.

Effective the first full pay period in January, 2024, each step in all ranges of the 2023

hourly matrix shall be increased by 4%.

Effective the first full pay period in January, 2025, each step in all ranges of the 2024 hourly matrix shall be increased by 3%.

Effective the first full pay period in January, 2023, steps 10-15 in Addendum B will be eliminated for all ranges; step 9 will be modified to be 3.8% higher than step 8, and employees who are already in steps 9-15 will be placed in the new higher step 9.

11.2 Longevity Pay. Effective January 1, 2009, longevity was eliminated as a separate compensation item and was added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

11.3 Premiums

- 11.3.1 Certification or Advanced Degree. Nurses certified by a nationally recognized specialty nursing association (such as American Nurses Credentialing Center, Certification Board of Infection Control and Epidemiology, or the International Board of Certified Lactation Consultant Examiners) and who utilize such certification because of their employment assignment with the Health Department will be designated as Public Health Nurse (Certified) and paid at the appropriate range (consistent with Addendum A). A Master's Degree in Nursing or Public Health from an accredited college may be substituted for the certification by a nationally recognized specialty nursing association
- **11.3.2 Orientation.** A Public Health Nurse (range 47 and 48) with relevant experience who is assigned to provide orientation and training to a newly hired nurse, or nurse who accepts a position in, or transfers to another program, shall be paid an additional one dollar (\$1.00) per hour while providing orientation or training. The length of the assignment shall be determined by the nurse's Manager.
- 11.3.3 Weekend Premium. Nurses whose normal work week does not include working on weekends will receive a premium of three dollars and fifty cents (\$3.50) per hour for all time worked on a weekend. The weekend is defined as Saturday and Sunday.
- **11.4 Probation.** Employees shall be on probation during their first six (6) months of employment. Probationary periods can be extended up to six (6) months with mutual agreement by the Association and the Executive or designee provided the Local Unit Chairperson or designee is notified at least ten (10) calendar days prior to the end of the probationary period.
- **11.5 Step Increases.** Step increases are awarded per Addendum B (based on satisfactory performance) on the first day of the month in which the employee's anniversary/step date falls.
- **11.6 Electronic Contact.** The parties agree that a public health emergent situation may be identified by the Director, or designee, as requiring a bargaining unit member with specific

expertise which is otherwise not readily available to remain in electronic contact with the Department. During such periods, assigned employees shall receive five dollars (\$5.00) per hour. Whenever employees respond electronically pursuant to this article, they will also be compensated the amount set out in Article 4.6.1 – Telephonic response. When employees respond in person, they will also be compensated per Article 4.6 – Emergency Callbacks. To the extent reasonable and practical, employees shall respond electronically as opposed to in person.

ARTICLE 12 - NO STRIKE - NO LOCKOUT

There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line, or lockout concerning matters covered by the Agreement for its duration. Any action of the County in closing operations during a riot or civil commotion, for the protection of the property, shall not be deemed a lockout. Notwithstanding the foregoing, it shall not be considered grounds for discipline or discharge for employees to observe a lawful picket line, except when the Health Director has directed a member of the bargaining unit to cross the picket line to perform duties immediately and directly necessary for the protection of public health.

ARTICLE 13 - CLASSIFICATIONS

- **13.1 Higher Classification.** When an employee works in a higher classification for five (5) or more working days, such employee shall be paid at the higher rate of pay, excluding paid time off.
- **13.1.1 Training.** Section 13.1 shall not apply to employees being trained for the calendar month in a higher classification. During such training, employees shall not be paid above their regular rate of pay.
- **13.2 Lower Classification.** An employee may be temporarily assigned the duties of a lower classification without suffering a reduction in pay.
- **13.3 New Classification.** The County shall give the Association thirty (30) days notice of new classifications. The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content. Disputes regarding proper pay range placement shall be subject to negotiations.
- **13.4 Split Classifications.** Bargaining unit employees who are budgeted to work in more than one classification covered by the collective bargaining agreement shall be paid at the applicable rate for the number of hours worked in each classification. Employees will be compensated for accrual usage and cash-out based on their FTE assignment in each classification.

ARTICLE 14 - HIRING AND PROMOTIONS

14.1 Job Vacancies. Whenever it is necessary to fill position vacancies, the following procedure shall be followed:

- **14.1.1 Job Postings.** When vacancies or new jobs occur in positions covered by this Agreement, the County shall post the position and for a minimum of six (6) working days. Employees may subscribe to receive immediate notification at the time the posting is published, if possible. The County agrees it will continue to make job postings accessible to employees away from the job site.
- **14.1.2 Preference Filling Vacancies.** Preference in filling vacancies and new positions created during the term of this Agreement will be given regular employees having the necessary qualifications, except as restricted by the Layoff and Recall Article of this Agreement. Preference in hiring shall mean that qualified regular employees who apply for such position shall be considered first, and applications from outside the bargaining unit will be considered only if the County decides not to make a selection from employee applicants.
- **14.2 Promotions.** Except for supervisory positions (which the County may fill in accordance with its sole judgment) promotions will be based on meeting of stated qualifications, job knowledge, past performance and seniority. Where stated qualifications, job knowledge and past performance of applicants are relatively equal, seniority will apply.

14.3 Placement On Salary Schedule.

- **14.3.1 Promotion.** In the event of a promotion an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The promotion date shall then become the future date for step increases. Movement to the next higher step follows twelve (12) months' service in the new range. All promotions are subject to a four (4) calendar month evaluation period (six (6) calendar months for supervisory positions).
- **14.3.2 Reclassification.** In the event of a reclassification upward, an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The reclassification date shall then become the future date for step increases.
- 14.3.3 Position Realignment. The Union may petition the County by September 1 of any year to be effective the following January 1st, for the realignment of positions that meet the conditions defined in this Section. No position shall be realigned more than once during the term of this Agreement. "Realignment" shall mean "change in wage range with no change in duties." For positions to be reviewed the petition must demonstrate at least four (4) matches of the bargaining unit position duties, method of compensation and qualifications to the same position duties, method of compensation, and qualifications in comparable counties or health districts and have an hourly wage that is under the average hour wage of the comparable counties' or health districts positions by at least three 3% percent. Comparable counties or health districts are: Benton, Cowlitz, Kitsap, Skagit, Thurston, Yakima. All comparable counties or health districts where matches exist must be used. Comparisons will be based on the top step hourly wage. Petitions, except those using AWC salary survey data, shall include position job descriptions and wage tables for the comparison counties used in the petition. Once the County determine the data submitted supports the petition that a position requires

realignment, affected employees in the position will be placed in a new higher range (one range higher but not more than the top step of the new range or the top step of the top range) in their current step. The effective date of the realignment shall become the step increase date.

- **14.3.3.1 Additional Considerations.** In the administration of section 14.3.3 Position Realignment, in the event the County identifies a position as one with documented local recruitment and/or retention difficulties then secondary comparables based on closed geographical and sociological issues may be considered.
- **14.3.4 Temporary License.** For employees promoted under a temporary license, the date the employee began performing duties under the temporary license will be the date of reference for step increases, rather than the date of permanent licensure. If the employee is promoted under a temporary license, the employee will receive fifty percent (50%) of the increased rate of pay during the period the employee is working under the temporary license and receive the other fifty percent (50%) of the increased rate of pay upon permanent licensure.
- **14.3.4.1** Rate for Stipulated Positions. Except as indicated above, graduate ARNPs, Public Health Nurses and Registered Nurses shall be paid two point five percent (2.5%) under the applicable Step 1 rate pending permanent licensure.
- **14.4 Ability to Cross Border.** Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian border. In the event U.S. employees are required to provide documents crossing the border where the cost to the employee would exceed \$100, the County and Association agree to meet and bargain the impact on employees.

ARTICLE 15 - EMPLOYMENT PRACTICES

- **15.1 Non-discrimination.** The County and the Association shall comply with all applicable federal, state, and local laws prohibiting discrimination in employment, except as provided in Article 2, Union Security and applicable law as provided in RCW 41.56. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.
- **15.2 Discipline and Discharge.** The County shall take no adverse action against any employee including discipline, discharge or suspension without just cause, provided that a probationary employee (as defined in Section 11.4) may be summarily discharged.
- **15.2.1 Representation.** Employees shall have the right to Association representation at any meeting regarding the discussion of possible disciplinary action affecting the employee. If the employee desires Association representation, said employee shall be provided reasonable time to arrange for Association representation. Prior to such meeting, the supervisor involved shall notify the employee of his or her right to such representation.
- 15.3 Mileage Allowance. The County agrees to reimburse employees for mileage based on Internal Revenue Service guidelines for the use of their own vehicle while on official

County business.

- **15.4 Personnel Files.** The employees covered by this Agreement may examine their personnel files.
- **15.5 Performance Standards.** Any performance standards used to measure the performance of employees shall be fair, just and reasonable and uniformly applied throughout the Department.
 - **15.6 Direct Deposit.** All regular employees shall authorize paycheck by direct deposit within thirty (30) days of employment.
- **15.6.1 Changes.** Changes to a different institution or account require four (4) weeks' notice and can be made no more than once per calendar quarter. The Executive or designee may grant exceptions.
- **15.6.2 Emergency Cessation.** Employees may temporarily stop EFT in emergency situations with at least seven (7) calendar days' notice before a scheduled payday. Employees must restart the EFT within three months. The Executive or designee may grant exceptions.
- **15.6.3 Implementation.** Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

ARTICLE 16 - LAYOFF AND RECALL

- **16.1 Seniority.** The County and the Association agree that seniority (defined as length of continuous service in the Department) shall govern in layoff and recall procedures (i.e., the least senior employee shall be laid off first); provided, that the remaining employees are qualified to perform the available work. This Article shall not apply to any probationary employee. Except as provided in Section 4.1.1, the above procedure shall apply in cases of reduction of hours of any job as well as layoff.
- **16.2 Notice.** Employees shall be given written notice of their pending layoff at least fifteen (15) calendar days in advance of their layoff date. The County agrees that in the event of a layoff or reduction of hours within the bargaining unit, the County will notify the Association to discuss the procedure to be utilized.
- **16.3 Loss of Seniority.** An employee shall lose seniority under this Agreement for the following reasons:
 - a. Voluntary termination.
 - b. Discharge for cause.
 - c. Failure to return to work if first offer of recall to a comparable position is refused.

- d. Layoff for a period exceeding twenty-four (24) months.
- **16.4 New Employees.** No new employees shall be hired by the County until all available employees placed on layoff who are qualified to perform the duties of the vacant position have been offered the position.
- **16.5 Recall.** An offer of reemployment shall be in writing and sent by registered or certified mail to the employee.
- **16.6 Recall Rights.** Employees recalled from layoff shall not forfeit previously accumulated seniority, or unpaid accrued sick leave. Vacation shall begin accruing at the same rate of accrual as at the time the layoff occurred.

ARTICLE 17 - CONFERENCE COMMITTEE

The County and the Association agree to establish a joint Conference Committee consisting of up to three (3) representatives of the unit, including the Association representative, and up to three (3) representatives of the County, including a representative from Administrative Services – Human Resources. The purpose of this Committee is to discuss matters of concern to employees or the County. The Committee shall function in an **advisory** capacity rather than a decision-making capacity and shall be for the purpose of discussing matters of concern to employees or the County and issue resolution. When either party desires to call a meeting of the Committee, they will inform the other party (including the Association representative and Human Resources) in writing, at least one (1) week in advance, stating the subjects they wish to discuss. Discussions shall not be considered commitments on the part of either party unless confirmed as an agreement in writing and signed by the Association and the County.

ARTICLE 18 - RETIREMENT

All employees shall be covered by the Washington State Department of Retirement Systems in accordance with applicable law.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 Procedures. Working days as used in this Article shall be defined as Monday through Friday, excluding paid holidays. Probationary employees shall not be entitled to utilize this Grievance Procedure for any disciplinary actions that are taken by the County. Grievances may be heard on work time where practical and feasible.

The Association shall notify the County as to the identity of the Local Unit Chairperson. The Local Unit Chairperson shall be allowed to administer the terms of this Agreement and investigate grievances on work time where practical and feasible.

Throughout the procedures as set forth in this Article, grievances may be presented by employees, and/or Local Unit Chairperson and/or Association representatives. Grievances of general concern to the bargaining unit may be initiated at Step 2 of this Article.

In the event of any dispute arising as to the interpretation or application of this Agreement, it shall be handled in the following manner:

Step 1 Complaint

The employee and/or the Local Unit Chairperson shall put the complaint in writing and present it to his or her immediate supervisor within fifteen (15) working days after the employee should have been reasonably aware of the alleged contract violation, or it shall be considered null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within five (5) working days after submission, the matter may proceed to Step 2.

Step 2 Grievance

The employee, within the next ten (10) working days shall present it personally, or through his or her Association representative, to the Human Resources Manager or designee. If not resolved at this level within the next twenty (20) working days, the Association may refer the dispute to final and binding arbitration as provided below.

Non-Binding Mediation

By mutual agreement, the parties may seek non-binding mediation through the Public employment Relations Commission (PERC) to resolve the grievance, without foregoing their rights to arbitration.

19.2 Arbitration. Upon receipt by either the Association or the County of a written request for arbitration of a dispute which has been processed in accordance with the procedures set forth above, representatives of the County and the Association shall attempt to agree upon an arbitrator. In the event no agreement has been reached on the selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified arbitrators from which list the arbitrator shall be selected by alternately striking one name from the list until only one (1) name shall remain. A hearing shall be conducted by the arbitrator as soon thereafter as is practicable. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing and such decision shall be final and binding upon all parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. In all matters submitted to arbitration each party to the arbitration shall bear the entire cost of its own witnesses and representatives. The cost of the arbitrator and all other mutually incurred expenses of the arbitration shall be borne equally by the parties.

19.3 Time Limits. Time limits referred to in this Article must be strictly adhered to, but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

ARTICLE 20 - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the County are governed by the provisions of applicable federal and state law. When any provisions thereof are in conflict with, or are different than the provisions of this Agreement, the provisions of said federal or state law are paramount and shall prevail.

ARTICLE 21 - SAVINGS CLAUSE

If any article of this Agreement or any addenda thereto is held invalid by operation of law or by an tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

ARTICLE 22 - CONTRACTING OUT

- 22.1 Bargaining Unit Work. All bargaining unit work of the County shall be performed by bargaining unit employees except where it can be clearly demonstrated that the required expertise is not available, or when work required for special projects of limited duration cannot be performed without excessive overtime hours, or when the County does not own the equipment necessary to perform the work or such equipment owned by the County is not currently available, or when the production schedule for completion of the work could not be met utilizing currently employed employees on a straight-time basis. The County will not subcontract work normally performed by bargaining unit employees if, at the time the work is initially to be subcontracted, employees are on layoff who are entitled to recall to positions which normally perform such work or the subcontracting would result in the layoff of employees who normally perform such work.
- **22.2 Contracting Out.** Except in emergency situations, if the County proposes to contract out bargaining unit work as described above, the reasons for doing so shall be supplied to the Association with ample time (30 days) for discussion of such decision.

ARTICLE 23 - GROUP INSURANCE

- **23.1 Health & Welfare.** The County agrees to make monthly contributions for employees, their spouses and dependents towards the following plans.
 - a) Medical Washington Counties Insurance Fund (WCIF) Plan 500
 - b) Dental Washington Counties Insurance Fund (WCIF) Standard Plan –
 Option 3
 - c) Vision WCIF Standard Vision Care Plan
- **23.1.1 Life Insurance.** The County agrees to pay the entire employee only premium for life insurance through a carrier to be selected by the County providing the equivalent of one year's base salary to a maximum of \$50,000 of coverage.
- **23.1.2 Long-Term Disability.** The County agrees to pay the entire employee premium for long-term disability insurance coverage for eligible bargaining unit employees through a carrier to be selected by the County for a plan comparable to the current benefit level.
- **23.1.3 Change or Modification of Plans.** Except as otherwise provided herein, the County and the Association agree that carriers may be changed, or benefits modified upon mutual agreement.

23.2 Medical Plans Contributions.

23.2.1 Medical Plans and Contributions.

For plan years 2023, 2024 and 2025,, the County shall contribute one-hundred percent (100%) of the premium cost of the Washington Counties Insurance Fund (WCIF) Medical Plan 500 per month for each eligible employee covering employee only. For eligible employees who cover dependents, the County will contribute eighty-five percent (85%) of the premium cost; and the employee shall contribute fifteen percent (15%) of the premium cost, via payroll deductions on a pre-tax basis. The premium share arrangement described above shall be the dynamic status quo.

Upon request, the County shall meet with the Association to discuss alternatives to the insurance plan described above. Mutual agreement to move to a different medical plan must be completed by November 30 of any plan year for an effective date of January 1 in the following year.

- **23.2.2 Dental, Vision, LTD and Life Insurance.** The County agrees to pay the appropriate monthly premium amounts and such increases as required to maintain the dental, vision, LTD and life benefits listed above.
- **23.2.3 State Paid Family and Medical Leave Program.** Beginning January 1, 2020, eligible employees are covered by the Washington State Paid Family and Medical Leave Program administered by Employment Security under RCW 50A.04.

Eligibility for state paid leave and benefits are independent of this Agreement and premiums are shared between the County and the employee pursuant to the premium rates established by RCW 50A.04.115.

- **23.3 Eligibility.** Contributions will begin on the first of the month following one (1) calendar month of 80 compensated hours of employment. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or other paid leave must equal or exceed payment for 80 hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve months from the date of the injury shall be credited as compensation.
- **23.3.1 Scheduling Quirk.** If an employee fails to receive compensation in any month for 80 hours as required by Article 5, 6, and 7 of the Agreement, and the failure is due to a quirk in scheduling and through no fault of the employee, the individual nevertheless shall be considered eligible for all applicable benefits during the month in question.
- **23.4 Flex 125.** All members of the bargaining unit will be eligible to participate in the County's Flexible Spending Account Plan (Flex 125 Plan).
- **23.5 Retirement Health Savings Plan.** The County agrees to make available to bargaining unit members a Retirement Health Savings Plan in accordance with and as allowed by IRS regulations.

ARTICLE 24 - INDEMNIFICATION

The County agrees to hold harmless employees for all damages, including attorney fees, which they may suffer as a result of lawsuits commenced against them arising out of their activities which are within the scope of their employment for Whatcom County. Should the employee's actions be outside the scope of their employment, or the allegations contained in the complaint allege actions which, if proven, would be outside the scope of their employment; or be intentional torts, then the County will not pay that judgment. In addition, the employee will hire counsel. Whatcom County will compensate the employee for that counsel on a reservation of rights basis. This means, if the allegation contained in the complaint is proven then the County will not pay the judgment and the employee will be responsible for reimbursing the County for its attorneys' fees. However, should the allegation of intentional tort not be proven but merely negligence, then the County will pay the judgment and will not seek reimbursement for the attorney fees.

ARTICLE 25 - DURATION

This Agreement shall be effective on January 1, 2023 except for those provisions of the Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st of December, 2025. At least sixty (60) days prior to the first day of January 2026 either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.

This Agreement contains the entire understanding and agreement between the parties. Changes to this Agreement, whether by addition, deletion, amendment or modification, must be reduced to writing and executed by both the County and the Association.

IN WITNESS WHEREOF, the parties day of, 2022.	s hereto have executed this Agreement this
WASHINGTON STATE NURSES ASSOCIATION	WHATCOM COUNTY
Negotiating Team Member	Whatcom County Executive Satpal Sidhu
Negotiating Team Member	DATE COUNCIL APPROVED:
WSNA Nurse Representative	APPROVED AS TO FORM:
WSNA Labor Representative	Senior Civil Deputy Prosecutor

ADDENDUM A – POSITION TITLE INDEX

Range	Position
52	P.H. Nurse Supervisor
51	Nurse Practitioner
50	P. H. Nurse II (Certification or Advanced Degree per Section 11.3.1)
49	P. H. Nurse II
48	P. H. Nurse (Certification or Advanced Degree per Section 11.3.1)
47	P.H. Program Coordinator
47	P.H. Nurse
41	Registered Nurse
36	Care Coordinator
24	Licensed Practical Nurse
23	Community Health Outreach Worker
24	Medical Assistant

ADDENDUM B - WAGES

Wage Matrix Ranges 23 - 41									
2022 11	Laurby NA	latriv	Cff o o tiv	. 1 st Fu	II Day D	oriod la	nuory.	2022 (1	60()
2023 Hourly Matrix - Effective 1st Full Pay Period January, 2023 (+6%) 12 months of service to move to next step									
D	Chan 1	Chan 2						Cham O	Cham O
Range 23	Step 1	Step 2	Step 3 \$20.15	Step 4 \$21.12	\$22.16	\$tep 6 \$23.23	Step 7 \$24.45	\$tep 8 \$25.38	\$26.34
24			\$20.13	\$21.12	\$22.16	\$23.23	\$25.90	\$25.38	\$20.34
33			\$24.98	\$26.22	\$27.47	\$28.81	\$30.24	\$31.38	\$32.58
36			\$26.47	\$27.80	\$29.13	\$30.54	\$30.24	\$33.26	\$32.50
40			\$29.11	\$30.52	\$32.00	\$33.56	\$35.19	\$36.52	\$37.91
41			\$31.14	\$32.65	\$34.24	\$35.91	\$37.65	\$39.08	\$40.56
			,	,	,	,	,	,	,
2024 H	ourly M	latrix -	Effectiv	e 1st Fu	II Pay P	eriod Ja	nuary,	2024 (+	4%)
	,			onths of se	<u> </u>		•		
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
23			\$20.96	\$21.97	\$23.04	\$24.16	\$25.42	\$26.39	\$27.40
24			\$22.32	\$23.35	\$24.43	\$25.57	\$26.93	\$27.94	\$29.00
33			\$25.98	\$27.27	\$28.57	\$29.96	\$31.45	\$32.64	\$33.88
36			\$27.52	\$28.91	\$30.30	\$31.76	\$33.31	\$34.59	\$35.90
40			\$30.27	\$31.74	\$33.28	\$34.90	\$36.60	\$37.98	\$39.43
41			\$32.39	\$33.96	\$35.61	\$37.34	\$39.16	\$40.64	\$42.18
2025 H	ourly M	latrix -	Effectiv	e 1st Fu	II Pay P	eriod Ja	nuary,	2025 (+	3%)
			12 mc	onths of se	rvice to m	ove to nex	t step		
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
23			\$21.59	\$22.62	\$23.73	\$24.89	\$26.19	\$27.19	\$28.22
24			\$22.99	\$24.05	\$25.16	\$26.34	\$27.74	\$28.78	\$29.87
33			\$26.76	\$28.09	\$29.43	\$30.86	\$32.40	\$33.62	\$34.90
36			\$28.35	\$29.78	\$31.21	\$32.72	\$34.31	\$35.63	\$36.98
40			\$31.18	\$32.69	\$34.28	\$35.95	\$37.69	\$39.12	\$40.61
41			\$33.36	\$34.98	\$36.68	\$38.46	\$40.33	\$41.86	\$43.45

Wage Matrix Ranges 47 - 52

2023 Hourly Matrix - Effective 1st Full Pay Period January, 2023 (+6%)

	12 months of service to move to next step									
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
47	\$36.09	\$37.89	\$39.78	\$41.67	\$43.26	\$44.92	\$47.00	\$48.78	\$50.63	
48	\$37.71	\$39.51	\$41.40	\$43.29	\$44.91	\$46.58	\$48.67	\$50.50	\$52.42	
49	\$38.54	\$40.47	\$42.51	\$44.50	\$46.19	\$47.95	\$50.15	\$52.04	\$54.01	
50	\$40.27	\$42.20	\$44.24	\$46.23	\$47.94	\$49.72	\$51.93	\$53.87	\$55.92	
51	\$40.96	\$42.89	\$44.92	\$47.02	\$48.75	\$50.56	\$52.79	\$54.78	\$56.86	
52	\$40.69	\$42.73	\$44.82	\$46.94	\$48.74	\$50.60	\$52.90	\$54.92	\$57.01	

2024 Hourly Matrix - Effective 1st Full Pay Period January, 2024 (+4%)

	12 months of service to move to next step										
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9		
47	\$37.54	\$39.41	\$41.37	\$43.34	\$44.99	\$46.72	\$48.88	\$50.73	\$52.66		
48	\$39.22	\$41.09	\$43.06	\$45.02	\$46.70	\$48.44	\$50.62	\$52.52	\$54.51		
49	\$40.08	\$42.09	\$44.21	\$46.29	\$48.04	\$49.87	\$52.15	\$54.12	\$56.17		
50	\$41.88	\$43.88	\$46.01	\$48.08	\$49.86	\$51.70	\$54.01	\$56.03	\$58.16		
51	\$42.60	\$44.60	\$46.72	\$48.90	\$50.70	\$52.58	\$54.90	\$56.97	\$59.14		
52	\$42.32	\$44.44	\$46.61	\$48.82	\$50.69	\$52.62	\$55.02	\$57.12	\$59.29		

2025 Hourly Matrix - Effective 1st Full Pay Period January, 2025 (+3%)

		12 months of service to move to next step										
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9			
47	\$38.66	\$40.59	\$42.62	\$44.64	\$46.34	\$48.12	\$50.35	\$52.25	\$54.24			
48	\$40.40	\$42.32	\$44.35	\$46.37	\$48.11	\$49.89	\$52.14	\$54.09	\$56.15			
49	\$41.28	\$43.35	\$45.54	\$47.67	\$49.48	\$51.36	\$53.72	\$55.74	\$57.86			
50	\$43.13	\$45.20	\$47.39	\$49.53	\$51.36	\$53.26	\$55.63	\$57.71	\$59.90			
51	\$43.88	\$45.94	\$48.12	\$50.36	\$52.22	\$54.16	\$56.55	\$58.68	\$60.91			
52	\$43.59	\$45.78	\$48.01	\$50.28	\$52.21	\$54.20	\$56.67	\$58.83	\$61.07			

ADDENDUM C - WSNA ALTERNATIVE WORK SCHEDULE REQUEST

Employee Name:	_ Position:	
% Full-Time Equivalency (FTE):	Proposed Start Date: (must be a prospective pay period)	

Please itemize below the schedule you would like to request. This schedule must be mutually agreed upon with your supervisor and have the approval of your supervisor, division manager, director or designee as well as Human Resources. Per Article 4.4 - Alternative Scheduling of the collective bargaining agreement, the requested schedule must not create a reduction in the effective hours of service to the public, critical service days must be adequately covered by the remaining personnel, and this schedule must not increase the department's compensation costs. Once a schedule is agreed upon and been approved, there will be no floating or changing of flex days unless approved by the supervisor to recognize the impact of employee illnesses and vacations. Approval of this request is not a guarantee by the County this schedule will be continued if changes need to be made in order to maintain service to the public or to meet other criteria in Article 4.4. Both parties recognize that alternative schedules are a benefit and must be worked as scheduled.

The schedule submitted below will be utilized to designate a Fair Labor Standards Act (FLSA) work week which is defined as 7 consecutive days with work weeks not to exceed 40 hours per week. Once an FLSA work week is agreed upon and approved there will be no changing of that work week or flex day. Mutually agreed upon adjustments by the employee and supervisor of hours within a work day may be made as long as the adjustment takes place within the same FLSA work week.

Payroll Week	Day	Actual Time at Work (e.g.: 8:00am – 5:00pm)	Time of lunch break (e.g.: noon)	Length of Lunch Break (e.g.: 1 hour)	Total # of Hours Worked per Day
	Sunday				
	Monday				
	Tuesday				
Week #1	Wednesday				
	Thursday				
	Friday				
	Saturday				
	Total Per Week				
	Sunday				
	Monday				
	Tuesday				
Week #2	Wednesday				
	Thursday				
	Friday				
	Saturday				
	Total Per Week				

	Signature	Date
Employee		
Supervisor		
Division Manager		
Director or Designee		
Human Resources		

ADDENDUM D - LETTER OF UNDERSTANDING By and Between WASHINGTON STATE NURSES ASSOCIATION and WHATCOM COUNTY

This is to confirm the following agreements reached during the recent negotiations and is attached to the WSNA collective bargaining agreement identified as "August 6, 2013 through December 31, 2014":

- 1. Shift Differential. If during the term of the Agreement the County implements a second and/or third shift, it will notify the Association in advance and upon request will meet and bargain about the appropriate shift differential payments for such shifts.
- **2. Drug Testing.** Upon request by the County during the term of the contract, the Association shall meet and enter into negotiations on an alcohol and drug free workplace policy, including drug testing.
- **3.** Leaves of Absence. Leaves of Absence without pay may be granted by the Department Head for periods of five or less work days per calendar year. The employee will not be required to have used all paid time off prior to the granting of such leave. Requests for such leave must be made in writing with the period of leave and flex time reconciliation being specified and approved in writing.
- **4. Alternative Schedules Existing Practice.** The existing process for Alternative Scheduling incorporates the following conditions.

Staff may vary their time from the basic workday or workweek by written mutual agreement between the Director or designee and the employee. Alternative schedules cannot create a situation where the criteria in Article 4.4 is not met nor can the employee work more than:

- 40 hours in a basic workweek (unless written designation of pay weeks is requested and approved per Alternative Work Schedule Request form – Addendum C)
- 2) 80 hours in a pay period, or
- 3) 10 hours in a workday.

Altering schedules for personal or work reasons must have the approval of the employee's supervisor in accordance with Article 4.5 Flex Time.

It is anticipated that alternative schedules currently worked by employees will be continued; however both parties recognize that schedules may need to be changed in order to maintain service to the public or to meet other criteria in Article 4.4. Both parties recognize that alternative schedules are a benefit and must be worked as scheduled.

ADDENDUM E - LETTER OF UNDERSTANDING JOB SHARE AGREEMENT WSNA COLLECTIVE BARGAINING AGREEMENT

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called "the County" and the Washington State Nurses Association, hereinafter called "the Association" regarding and attached to the WSNA Collective Bargaining Agreement identified as January 1, 2021 through December 31, 2022.

The purpose of this Letter of Understanding is to confirm our understanding and agreement that two employees may request a job share arrangement. Job share agreements shall not increase personnel costs for the County nor shall they unduly increase administrative burdens for the department or the County. Should the County approve the request, it is understood the employees would be voluntarily electing to share a 1.0 FTE (40 hours per week) position and that the County will not exceed the equivalent of one set of Health & Welfare benefits (medical, dental, vision, life and long-term disability) subject to the following conditions:

VOLUNTARY JOB SHARE AGREEMENT

This fully executed Agreement must be in place prior to commencement of Job Share

JOB SHARE POSITION:	POSITION ID:
DEPARTMENT:	SUPERVISOR:
PARTICIPANT A:	PARTICIPANT B:
HOURS/MONTH:	HOURS/MONTH:
Health & Welfare Benefits ☐ Yes ☐ No	Health & Welfare Benefits ☐ Yes ☐ No

Agreement.

- Participants acknowledge they have voluntarily elected to equally share a 1.0 FTE position and agree to the conditions outlined in this Agreement.
- Participants together perform the duties of a full-time position. Total hours worked for both will not exceed an average of 173.33 regular hours per month (1.0 budgeted FTE), unless additional hours are designated as extra help hours.

Health & Welfare Benefits.

- Participants are eligible to receive employee-only medical, life and long-term disability coverage as well as family dental and vision benefits, provided they meet eligibility requirements. Should an employee desire family medical coverage, contributions shall be deducted from paychecks.
- Participants who initially opt out of health & welfare benefits for dependents may enroll at a
 later date if a COBRA qualifying event occurs or during the month of November may elect
 coverage beginning the following January 1. In these situations, the eligibility requirements
 of each benefit plan must be met before coverage becomes effective.

- Participants who elect medical coverage for dependents may elect during the month of November to drop coverage effective the following January 1.
- The County will make contributions to the appropriate health & welfare plans on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.
- Participants who have not previously been on health and welfare benefits must meet eligibility requirements in the WSNA Agreement to be eligible for health and welfare benefits coverage. Employees whose health and welfare benefits are being reinstated will be subject to the waiting periods specified in plan documents.

PARTICIPANT ELECTIONS

CHOICES	PARTICIPANT A (initial choice below)	PARTICIPANT B (initial choice below)
I elect medical coverage for my dependents and I will be obligated to pay via payroll deduction the amount established by the County for this coverage.		
I opt out of medical coverage for my dependents.		

Other Benefits.

- Each participant will accrue and use vacation and sick leave based on their agreed upon 0.5 FTE position. Participants can use accrued vacation or sick leave only for days and hours they are regularly scheduled to work.
- Each participant will receive four hours of holiday pay for each holiday where they meet the
 eligibility criteria in the WSNA Agreement, and each participant will receive four hours of
 personal holiday each calendar year. During weeks when a holiday occurs, participants
 must work with their supervisor to assure the required number of hours will be worked and/or
 compensated that week.
- Accruals will not exceed 0.5 FTE regardless of the number of hours worked. If additional hours are worked, employees will receive compensatory time per the WSNA Agreement.
- Any additional leave (bereavement, etc.) will be no more than one-half the time (in hours) allowed in the WSNA Agreement or state or federal law.
- Participants individually accrue and have full use of seniority rights allowed under the WSNA Agreement.
- To be eligible for leave under the federal Family Medical Leave Act (FMLA), 1250 hours of time must be actually worked during the twelve months prior to the requested leave.
 Participants understand by entering this Agreement, they are likely forfeiting rights to FMLA.
- Since the 1.0 FTE position is Washington State Department of Retirement Systems eligible, participants and the County will contribute to the retirement system.

Compensation.

• Participants will be paid the appropriate hourly rate for actual hours worked. They will be eligible for step increases based on their individual anniversary date in the position.

Schedules and Breaks.

- Participants' work schedules must be approved by, and may be changed by, their supervisor as provided herein. Article 4.1 "Work Schedule" shall apply except as modified by this Job Share Agreement. It is understood that a job share participant is not routinely required to cover for the other job share participant for vacations and sick leave. However, in the event of an extended absence of one job share participant, the other participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. In such circumstances, the County will, when circumstances permit, explore other staffing measures to reduce the impact on the affected participant.
- Notwithstanding Article 4.10, "Breaks", participants are allowed one paid fifteen (15) minute rest break during each four-hour work period after no more than three hours of work, and during each day where they work five (5) or more hours, they are entitled to an unpaid lunch break of thirty (30) to sixty (60) minutes.

Termination of Job Share.

• Participants understand that if one participant leaves his or her job share position, a new job share agreement must be executed. Upon separation or movement of a job share participant, the County will first offer the 1.0 FTE position to the remaining incumbent. If the participant declines the 1.0 FTE position and desires to continue in a job share arrangement and the department concurs, he or she understands that, during the period of vacancy for the other half of the job share, the remaining participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. No other terms or conditions of this Agreement will change.

Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head. The County may, at any time, cancel this agreement after thirty (30) days written notice.

NAME SIGNATURE DATE

Participant A

Participant B

Department Head

Copy to WSNA Representative

ADDENDUM F - LETTER OF UNDERSTANDING BY AND BETWEEN WASHINGTON STATE NURSES ASSOCIATION AND WHATCOM COUNTY

PROGRAM FOR 0.9 FTE SCHEDULE

This Letter of Understanding is entered into between Whatcom County, hereinafter referred to as "the County" and Washington State Nurses Association, hereinafter referred to as "the Union" for the purpose of setting forth the terms and conditions of allowing a limited number of employees within the bargaining unit to work a 0.9 FTE schedule.

The County recognizes the possibility that working less than full time may bring higher levels of job satisfaction as well as improve morale, attendance and productivity. The Union desires less than full time employment for a better work-life balance.

The parties, therefore, agree to the following:

- 1. The .9 FTE Program shall be incorporated into the 2021-2022 collective bargaining agreement.
- 2. Employees may request to work a .9 FTE part-time schedule. Part-time schedules will be mutually agreed to between the employee and the Director in writing.
- 3. An employee working a .9 FTE part-time schedule shall not schedule more than forty (40) hours each week.
- 4. Employees shall receive overtime if they are assigned to work outside their scheduled work day in excess of eight (8) hours per day or their scheduled work day, whichever is greater, or hours worked in excess of forty (40) hours during the workweek.
- 5. While participating in the .9 FTE Program, employee benefits will be pro-rated based on a 0.9 FTE basis. This means the employee will contribute 10% of the County's cost for medical, dental, and vision coverage.
- 6. If, from time to time, a participating employee works hours in excess of 0.9 FTE, the employee will not be entitled to receive additional employee benefits, leave accruals, or holiday pay.
- 7. If an employee elects to return to a full-time schedule, the employee will provide notice at least 30 days prior to converting back to full-time status.

ADDENDUM G - LETTER OF AGREEMENT BY AND BETWEEN WHATCOM COUNTY, WASHINGTON AND WASHINGTON STATE NURSES ASSOCIATION

WCIF 500 COST CONTAINMENT

This Letter of Understanding is by and between Whatcom County ("the County") and the Washington State Nurses Association ("the Union") regarding the Collective Bargaining Agreement ("CBA") dated January 1, 2023 – December 31, 2025.

In recognition of the increased costs specific to the WSNA members who are currently enrolled in one of the three dependent coverage tiers in the WCIF 500 plan, the County agrees to the additional cost containment for employees already enrolled in those tiers. Accordingly, the County will take on the following additional cost per employee per month over and above the existing premium split. Employees who are in one of the dependent tiers as of November 10, 2022, may move to a different dependent tier and receive the associated enhanced contribution below. This agreement shall have no application to employees not enrolled in a dependent coverage tier as of November 10, 2022.

Employee + Spouse	\$71.36
Employee + Child(ren)	\$62.47
Employee + Spouse + Child(ren)	\$98.02

At any time during the life of this agreement, for employees working as .9 FTE who choose to enroll in Employee Only coverage, the County will cover the entire premium cost.

This agreement shall last the life of the 2023-2025 agreement but shall sunset at its completion unless otherwise agreed to in a separate written agreement.

The foregoing being the agreement of the Parties is in addition to such other provisions in the CBA.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-702

File ID: AB2022-702 Version: 1 Status: Agenda Ready

File Created: 11/22/2022 Entered by: JWiles@co.whatcom.wa.us

Department: Public Defender's **File Type:** Contract

Office

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and the Washington State Office of Public Defense for the purpose of improving the quality of public defense services in the amount of \$200,639.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memo.

HISTORY OF LEGISLATIVE FILE		

Date: Acting Body: Action: Sent To:

Attachments: Staff memo, Contract Information form, Proposed contract, Presentation

WHATCOM COUNTY PUBLIC DEFENDER We listen. We care. We fight.

ASSISTANT CHIEF DEPUTY

Thomas H. Fryer

OFFICE ADMINISTRATOR

Julie G. Wiles

INVESTIGATIVE

SUPERVISOR Joe Dozal

INVESTIGATORS

Brandi Bowers
Abby Goldman
Kelsey Grindley

Ryan Gray Susie Coberly

BEHAVIORAL HEALTH SPECIALISTS Nathan Bajema Courtney Taylor DIRECTOR

Starck M. Follis

CHIEF DEPUTY Maialisa Vanyo

215 N. Commercial Street Central Plaza Building Bellingham, Washington 98225

(360) 778-5640 FAX (360) 778-5641 pubdef@co.whatcom.wa.us

https://www.whatcomcounty.us/311/Public-Defender

SENIOR DEPUTY II

Shoshana Paige

SENIOR DEPUTIES

Mamie G. Lackie Richard S. Larson Jane Boman Peter G. Ramey Krista van Amerongen

Scott Schmidt C. Kurt Parrish

DEPUTIES

Timothy Arnold
John D. All
Kayla Wolfe
Matthew Mearns
Kathryn Brush
Sydney Miyahara
Eleanor R. White
Eric Mapes
Saybin Shankman
Kevin Flannery
Nathaniel L.J. Freimund

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Julie Wiles

Office Administrator, Whatcom County Public Defender's Office

SUBJECT: Office of Public Defense grant contract for use in 2023 (Chapter 10.101 RCW)

DATE: November 22nd, 2022

I have enclosed two originals of the subject grant contract between the Washington State Office of Public Defense and Whatcom County for use in 2023.

Background and Purpose:

We have been contracting with the Washington State Office of Public Defense (OPD) for these subject grant funds since 2007 for the purpose of improving the quality of public defense services in Whatcom County. These funds help to fund two attorney FTE in our department.

Funding Amount and Source:

The funding amount that OPD proposes to grant to Whatcom County is \$200,639.00.

Differences from Previous Contract:

Last year's grant contract amount that Whatcom County received from OPD was \$209,111.00.

Please contact Julie at extension 5646 if you have any questions or concerns regarding the terms of this agreement.

Enclosures:

Whatcom County Contract Information Sheet Contract Agreement No. ICA 23037

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:			
Division/Program: (i.e. Dept. Division and Program)			
Contract or Grant Administrator:			
Contractor's / Agency Name:			
		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval? Year Already approved? Council Approved Date: _		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes No If yes, grantor	agency contract	number(s): CFDA#:	
Is this contract grant funded? Yes No If yes, Whatco	om County grant	contract number(s):	
Is this contract the result of a RFP or Bid proce	ess?	Contract	
Yes No If yes, RFP and Bid n		Cost Center:	
Is this agreement excluded from E-Verify?	No Yes	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: Professional services agreement for certi Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Government Contract Amount:(sum of original contract amount and any prior amendments): This Amendment Amount: \$	Council appro \$40,000, and p than \$10,000 of 1. Exercisin 2. Contract	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. wal required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater for 10% of contract amount, whichever is greater, except when: g an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other less approved by council in a capital budget appropriation ordinance.	
Total Amended Amount:		vard is for supplies. In this included in Exhibit "B" of the Budget Ordinance.	
\$		is for manufacturer's technical support and hardware maintenance of	
Summary of Scope:	electronic	e systems and/or technical support and software maintenance from the r of proprietary software currently used by Whatcom County.	
Term of Contract:		Expiration Date:	
Contract Routing: 1. Prepared by:		Date:	
2. Attorney signoff:		Date:	
3. AS Finance reviewed:	\.	Date:	
4. IT reviewed (if IT related)5. Contractor signed:):	Date: Date:	
6. Submitted to Exec.:		Date:	
7. Council approved (if nece	essary):	Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Recipient –RCW 10.101.070 Funds	2. Recipient Representative	
Whatcom County	Julie Wiles	
215 N Commercial St	Office Administrator	
Bellingham, WA 98225	Whatcom County Public Defender	
-	215 N Commercial St	
	Bellingham, WA 98225	
3. Office of Public Defense (OPD)	4. OPD Representative	
711 Capitol Way South, Suite 106	Leanne Stogsdill	
PO Box 40957	Managing Attorney	
Olympia, WA 98504-0957	WA State Office of Public Defense	
, , ,	711 Capitol Way South, Suite 106	
	PO Box 40957	
	Olympia, WA 98504-0957	
5. Distribution Amount	6. Use Period	
\$200,639.00	January 1, 2023 through December 31, 2023	
7. Purpose Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.		
The Office of Public Defense (OPD) and Recipient, as of this Agreement and attachments and have execut January 1, 2023 and end December 31, 2023. The rig Agreement are governed by this Agreement and the reference: Special Terms and Conditions, and General	ted this Agreement on the date below to start ghts and obligations of both parties to this following other documents incorporated by	
FOR THE RECIPIENT	FOR OPD	
Name, Title	Larry Jefferson, Director	
Date	Date	

SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

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

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. **DISTRIBUTION AMOUNT**

The Distribution Amount is two hundred thousand six hundred thirty-nine dollars and 00/100 Dollars (\$200,639.00) to be used for the purpose(s) described in the USE OF FUNDS below.

3. PROHIBITED USE OF FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)

- a. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
- b. Funds cannot be spent on purely administrative functions or billing costs.
- c. Funds cannot be used for indigency screening costs.
- d. Funds cannot be used for technology systems or administrative equipment intended for county administrative staff, court staff or judicial officers.
- e. Funds cannot be used for county attorney time, including advice on public defense contracting.

4. USE OF FUNDS

- a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. (See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Funding for guidelines regarding permitted uses of state public defense funds.)
- b. Recipient agrees to use the funds for the following purpose(s):
 - i. Adding attorneys to reduce public defense caseloads.
- c. Recipient agrees to use the funds in calendar year 2023. If Recipient is unable to use the funds in 2023, the Recipient agrees to notify OPD to determine what action needs to be taken.
- d. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.

5. **OVERSIGHT**

Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

6. ORDER OF PRECEDENCE

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

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Special Terms and Conditions
- c. General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. ALL WRITINGS CONTAINED HEREIN

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

2. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. <u>AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the</u> "ADA" 29 CFR Part 35.

The Recipient 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.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

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

6. **CONFORMANCE**

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

7. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

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

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

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

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

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

13. RECORDS MAINTENANCE

The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. 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 finally resolved.

14. RIGHT OF INSPECTION

At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

15. **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 that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, OPD may terminate this Contract. OPD shall in good faith provide as much notice as possible of such termination.

17. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE COUNTY/CITY USE OF STATE PUBLIC DEFENSE FUNDING

State funds disbursed to counties and cities pursuant to Chapter 10.101 RCW cannot be used to supplant local funds that were being spent on public defense services prior to the initial disbursement of state funds. State funds must be spent to improve the quality of legal representation directly received by indigent defendants. Following are guidelines regarding permitted use of state public defense funds.

1. State public defense funding under Chapter 10.101 RCW may be used in the following ways:

- a) Additional investigator services
- b) Additional expert services
- c) Establishing a public defense agency within the local government structure
- d) Professional evaluation of attorney performance by a public defense expert
- e) An attorney coordinator to provide oversight for local public defense services such as, but not limited to, contract management, review of attorney case/time reports, handling client complaints, approving invoices for non-attorney services and coordinating with other local government offices
- f) Increase in public defense attorney compensation
- g) Provision of public defense services at first appearance calendars (or increase of first appearance services if public defenders are already provided)
- h) Addition of more attorneys to lower public defense caseloads
- i) Addition of social worker services to assist public defense attorneys
- j) Direct training costs to train public defense attorneys
- k) Evaluations of defendants for sentencing options, such as drug evaluations, SSOSA, DOSA
- l) Provision of interpreter services for attorney-client interviews and communication (but in-court interpreter appointments required under Chapter 2.43 RCW are not an approved use of funds)
- m) Equipment or services to ensure safe, continuity of representation due to COVID-19 or other officially declared emergencies or disasters. Examples include personal protective equipment for defense attorneys and clients (masks, gloves, face shields, etc.) and technology for attorneys to communicate remotely with clients and participate in remote or in-person court proceedings (subscriptions for video conferencing services, devices to facilitate confidential attorney-client conversations in court, etc.).
- n) Subject to approval by OPD, applicants may request funds for other uses that improve public defense services and are supported by the WSBA Standards for Indigent Defense Services.

2. State public defense funding under Chapter 10.101 RCW may not be used in the following ways:

- a) Supplanting county or city funds used for public defense services prior to the initial disbursement of state funds to the county or city
- b) Billing or other administrative costs incurred by the county or city in administering the public defense program
- c) Indigency screening
- d) County, city or court technology systems or administrative equipment not exclusively used for public defense services
- e) County or city attorney time, including advice on public defense contracting, except as provided in Section 1(d) above.

OPD Policy: County/City Use of State Public Defense Funding (July 2020)

OPD PUBLIC DEFENSE IMPROVEMENT PROGRAM TRAINING REQUIREMENTS

(as amended May 2016)

Jurisdictions that apply for public defense funds shall require that all attorneys providing services annually attend at least 7 hours of trainings approved by the Washington State Office of Public Defense (OPD).

An approved training is a program or course of education in criminal defense offering instruction that improves an individual's substantive legal knowledge in the areas of criminal law, criminal procedure ethical knowledge or trial skills. Such training may include areas of civil practice in which an attorney provides public defense services such as dependency, civil contempt or civil commitment matters.

PROCEDURE

The CLE programs that OPD, the Washington Defender Association (WDA) and the Washington Association of Criminal Defense Lawyers (WACDL) offer shall be considered "approved trainings." In addition, courses approved by the Washington State Bar Association shall be considered "approved training" if the programs are related to criminal defense and are sponsored or presented by the following organizations:

Washington State Bar Association Continuing Legal Education Department; University of Washington School of Law; Seattle University School of Law; Gonzaga University School of Law; King County Department of Public Defense, the National Association of Criminal Defense Lawyers, or the National Association of Public Defenders.

An attorney who has attended a course or program other than one of those listed above shall apply to OPD for approval before the program or by the end of the calendar year in which the course or program is held. OPD shall approve the CLE if taught by professionals knowledgeable in the applicable subject area and if the course will improve an attorney's substantive legal knowledge, ethical knowledge or trial skills. Approval shall be at the discretion of the OPD director. Appeals of denials of approval may be made to the OPD Advisory Committee.

COMMENTARY

This policy comports with RCW 10.101.050, which requires that "attorneys providing public defense services attend training approved by the Office of Public Defense at least once per calendar year." It is also consistent with the Public Defense Standards endorsed by the Washington State Bar Association, (Standard Nine: Training), which requires that attorneys providing public defense services should participate in regular training programs on criminal defense law, including a minimum of seven hours of continuing legal education annually in areas relating to their public defense practice."

OPD PUBLIC DEFENSE IMPROVEMENT PROGRAM – CONTRACT ATTORNEY TIME REPORTING REQUIREMENT

All attorneys providing public defense services under contract to a county or city, must make an annual report to the contracting jurisdiction on the extent of their private caseload, if any.

As used in RCW 10.101.050, non-public defense cases are an attorney's private cases worked on during the previous year.

Attorney reports are required to provide the following information annually:

- (1) The number and type of cases in their private practice. (i.e. cases handled outside a defense contract including but not limited to retained cases of any type),
- (2) The number and type of other public defense contracts, if any, and
- (3) The total hours billed for non-public defense cases, if any.

Number and type of non-public defense cases handled: Case types may be indicated by general category, e.g. family law, retained criminal case or personal injury. The number of cases for each type should be reported.

Total hours billed for non-public defense cases: Attorneys who bill for some or all of their non-public defense representation on an hourly basis must report the total number of personal hours billed. Attorneys who accept retained cases on a flat fee basis (cases in which a negotiated fee is charged for the entire case) or on a contingency fee basis should indicate the fee types when reporting their cases.

COMMENTARY

Non-public defense case reporting by contract public defense attorneys is mandated under RCW 10.101.050. These reports permit a contract attorney's actual caseload to be monitored and assist in determining appropriate compensation levels for public defense services.

Attorneys are not required to provide client or case names or other identifying information, case fee amounts or hourly billing rates.

This reporting requirement does not apply to attorneys who accept only periodic court appointments to public defense cases.

The jurisdiction must forward caseload reports when applying for public defense improvement funds. OPD will ask contracting jurisdictions to report contract attorneys' case type reports as part of the jurisdiction's case statistics information on the annual RCW 10.101 application.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-703

File ID: AB2022-703 Version: 1 Status: Agenda Ready

File Created: 11/23/2022 Entered by: THelms@co.whatcom.wa.us

Department: County Executive's File Type: Contract

Office

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Mount Baker Foothills Chamber of Commerce in the amount of \$125,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and Mount Baker Foothills Chamber of Commerce in the amount of \$125,000

HISTORY OF LEGISLATIVE FILE

Date: Acting Body: Action: Sent To:

Attachments: Memo, Routing Form, Contract

WHATCOM COUNTY Executive Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Tawni Helms, Administrative Coordinator

RE: Mount Baker Foothills Chamber of Commerce

DATE: November 9, 2022

Enclosed is the Contract for Services between Whatcom County and Mount Baker Foothills Chamber of Commerce for your review and signature.

Background and Purpose

Contractor has received Convention Center funding to pay for the operations of the Mount Baker Foothills Visitor Center.

Funding Amount and Source

Funding in the amount of \$125,000 will come from the Convention Center Fund (aka Lodging Tax) as recommended by the Lodging Tax Advisory Committee and approved on September 27, 2022 by the Whatcom County Council through Resolution No. 2022-041.

Differences from Previous Contract

Due to rising costs the contract has been increased by \$15,000 over last year. No other substantive changes.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:		
Division/Program: (i.e. Dept. Division and Program)		
Contract or Grant Administrator:		
Contractor's / Agency Name:		
		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Ye Already approved? Council Approved Date: _		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes No If yes, grantor	agency contract	number(s): CFDA#:
Is this contract grant funded? Yes No If yes, Whatco	m County grant	contract number(s):
Is this contract the result of a RFP or Bid proce	ss?	Contract
Yes No If yes, RFP and Bid no	umber(s):	Cost Center:
Is this agreement excluded from E-Verify?	No Yes	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below: Professional services agreement for certical Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Government Contract Amount:(sum of original contract amount and any prior amendments): This Amendment Amount: Total Amended Amount: Summary of Scope:	Council appro \$40,000, and p than \$10,000 of 1. Exercisin 2. Contract capital co 3. Bid or aw 4. Equipmen 5. Contract electronic	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Wal required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater for 10% of contract amount, whichever is greater, except when: In an option contained in a contract previously approved by the council is for design, construction, r-o-w acquisition, prof. services, or other less approved by council in a capital budget appropriation ordinance. Ward is for supplies. In this included in Exhibit "B" of the Budget Ordinance. It is included in Exhibit "B" of the Budget Ordinance. The systems and/or technical support and software maintenance from the
	developes	r of proprietary software currently used by Whatcom County.
The state of the s		
Term of Contract:		Expiration Date:
Contract Routing: 1. Prepared by: 2. Attorney signoff:		Date: Date:
3. AS Finance reviewed:		Date:
4. IT reviewed (if IT related)	:	Date:
5. Contractor signed: Date:		Date:
6. Submitted to Exec.: Date:		
7. Council approved (if necessary): Date:		
8. Executive signed:9. Original to Council:		Date: Date:
7. Original to Council.		Date.

Whatcom County Contract No. 202210028

CONTRACT FOR SERVICES Between Whatcom County and Mount Baker Foothills Chamber of Commerce

<u>Mount Baker Foothills Chamber of Commerce,</u> h	nereinafter called Contractor	r and Whatcom County, hereinaf	ter referred to as County,
agree and contract as set forth in this Agreement, ir	ncluding:		

General Conditions, pp.3 to 13, Exhibit A (Scope of Work), p. 14
Exhibit B (Compensation), p. 15
Exhibit C (Sample Survey), p. 16
Exhibit D (Certificate of Insurance) p. 17.

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: support Mount Baker Foothills Chamber for the operational costs associated with the <u>Visitor Center</u>, 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 \$125,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this day of	, 2022.
CONTRACTOR:	
Mount Baker Foothills Chamber of Commerce	
Paul Engel, President	
CONTRACTOR INFORMATION:	
Mount Baker Foothills Chamber & Visitor Information Center	
Address: P.O. Box 866 Maple Falls, WA 98266	

Mailing Address:

Same

Contact: Rebecca Boonstra, Executive Director

Phone: 360-599-1518

Email: <u>info@mtbakerchamber.org</u>
Paul's Email: <u>hoboexpeditions@hotmail.com</u>

Contract for Services

Mount Baker Foothills Chamber of Commerce

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WHATCOM COUNTY: Recommended for Approval		
Approved as to form:		
Christopher Quinn per email 1 Prosecuting Attorney	0/31/2022 Date	
Approved: Accepted for Whatcom County:		
Ву:		
Satpal Singh Sidhu, Whatcom Co	unty Executive	

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 <u>Termination for Reduction in Funding:</u>

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,

Contract for Services

Mount Baker Foothills Chamber of Commerce

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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 <u>Assignment and Subcontracting:</u>

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

Contract for Services

Mount Baker Foothills Chamber of Commerce

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 <u>Patent/Copyright Infringement:</u>

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

- A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. Commercial General Liability

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

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

2. Professional Liability

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

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

3. Business Automobile Liability

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

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

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- 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

Contract for Services

Mount Baker Foothills Chamber of Commerce

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.
- 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 Contract for Services

 Mount Baker Foothills Chamber of Commerce

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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 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.

35.2 <u>Non-Discrimination in Client Services:</u>

Contract for Services Mount Baker Foothills Chamber of Commerce

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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:

Tawni Helms, Administrative Coordinator Whatcom County Executive's Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225

37.2 Notice:

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

PARTY 1: Mount Baker Foothills Chamber of Commerce and Visitor Information Center

Rebecca Boonstra, Executive Director

P.O. Box 866

Maple Falls, WA 98266

360-371-5004

info@mtbakerchamber.org

PARTY 2: Tawni Helms, Administrative Coordinator

Whatcom County Executive's Office 311 Grand Avenue, Suite 108

Bellingham, WA 98225

360-778-5208

thelms@co.whatcom.wa.us

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working

Contract for Services

Mount Baker Foothills Chamber of Commerce

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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 <u>Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:</u>
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 <u>Contractor Commitments, Warranties and Representations:</u>

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:

Contract for Services

Mount Baker Foothills Chamber of Commerce

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.

Contract for Services

Mount Baker Foothills Chamber of Commerce

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A" (SCOPE OF WORK)

The Mount Baker Foothills Chamber of Commerce will use tourism promotion funds to:

- 1. Fund the operations of the Visitor Center
- 2. Expenses will include salaries, benefits and marketing/promotion and travel.

Promotional materials regarding the proposed activity must mention that it is made possible in part by a Tourism Promotion Grant from Whatcom County. The scale of this credit should be commensurate with the County's level of financial support. It should include the name and logo of the County. It is not expected that this credit be displayed in all materials, but at a minimum it should be placed in such documents as programs and annual reports.

Within 30 days after the end of the contract term, the Chamber shall submit a final project report (the "Final Project Report") detailing:

- How the evaluation criteria were met by the event
- What elements worked well and which did not.
- Modifications, if any, planned for future activities.
- Summarize the results of the year's activities and accomplishments.
- Provide Budget vs. Actual Financials.

Failure to complete and deliver the Final Project Report in a timely manner may render recipient ineligible for future funding. Pursuant to RCW 67.28.1816, recipients of lodging tax funds must provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.

EXHIBIT "B" (COMPENSATION)

Maximum consideration for this contract shall be \$110,000. The Contract Number shall be included on all billings or correspondence.

Allowable Expenses include:

Allowable Expenses include:

Wages and benefits	\$ 88,860
Administration (rent, janitor, taxes, office supplies, travel)	\$ 17,600
Marketing/Promotion (website design, maintenance & hosting)	\$ 3,540

TOTAL \$125,000

Mount Baker Foothills Chamber and Visitor Information Center will submit invoices detailing allowable expenditures as outlined in Exhibit A to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Mount Baker Chamber and Visitor Information Center will also provide Whatcom County with a copy of all brochures and advertisements included with invoices.

EXHIBIT "C" (Certificate of Insurance)

ATTACHMENT D Whatcom County Contractor's E-Verify Declaration Form

Contractor Name:	Phone:	
Contractor Name.	FIIOHE.	
Contact Person:	Fax:	
Address:		
E-VEDIEV ENDOLL MENT (chack bo	x and submit copy of MOU for verification)	
	0 or more must be enrolled in E-Verify system. Work related su	bcontract is \$25,000 or
☐ Contractor is enrolled in E-Verify:	copy of the signed E-Verify Memorandum of Understandin	ng is attached.
☐ Contractor is enrolled in E-Verify	copy of the signed E-Verify Memorandum of Understandir	ng is attached.
	laws of the State of Washington that the foregoing is true and	
declare under penalty of perjury under the	laws of the State of Washington that the foregoing is true and	

Name

Title

Signature

Date



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-704

File ID: AB2022-704 Version: 1 Status: Agenda Ready

File Created: 11/23/2022 Entered by: THelms@co.whatcom.wa.us

Department: County Executive's File Type: Contract

Office

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Birch Bay Chamber of Commerce in the amount of \$130,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and Birch Bay Chamber of Commerce in the amount of \$130,000

HISTORY OF LEGISLATIVE FILE

Date: Acting Body: Action: Sent To:

Attachments: Memo, Routing Form, Agreement

WHATCOM COUNTY Executive Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Tawni Helms, Administrative Coordinator

RE: Birch Bay Chamber of Commerce

DATE: November 09, 2022

Enclosed is the Contract for Services between Whatcom County and Birch Bay Chamber of Commerce for your review and signature.

Background and Purpose

Contractor has received Convention Center funding to pay for the operations of the Birch Bay Visitor Center.

Funding Amount and Source

Funding in the amount of \$130,000 will come from the Convention Center Fund (aka Lodging Tax) as recommended by the Lodging Tax Advisory Committee and approved on September 27, 2022 by the Whatcom County Council through Resolution No. 2022-041.

Differences from Previous Contract

This contract increases the compensation to include an additional \$10,000 to cover costs associated with the expense of renting port-a-potties acquired to better accommodate the visiting public.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:		
Division/Program: (i.e. Dept. Division and Program)		
Contract or Grant Administrator:		
Contractor's / Agency Name:		
Is this a New Contract? If not, is this an Ame		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes No If yes, grantor ag	gency contract	number(s): CFDA#:
Is this contract grant funded? Yes No If yes, Whatcom	County grant	contract number(s):
Is this contract the result of a RFP or Bid process Yes No If yes, RFP and Bid nur		Contract Cost Center:
Is this agreement excluded from E-Verify? No	o Yes	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below: Professional services agreement for certific Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments) Contract Amount:(sum of original contract amount and any prior amendments): This Amendment Amount: Total Amended Amount:	Council appro \$40,000, and p than \$10,000 of 1. Exercisin 2. Contract capital co 3. Bid or aw 4. Equipmen	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Wal required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: g an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other losts approved by council in a capital budget appropriation ordinance. Ward is for supplies. In it is included in Exhibit "B" of the Budget Ordinance. It is for manufacturer's technical support and hardware maintenance of
Summary of Scope:		e systems and/or technical support and software maintenance from the r of proprietary software currently used by Whatcom County.
Term of Contract:		Expiration Date:
Contract Routing: 1. Prepared by:		Date:
2. Attorney signoff:3. AS Finance reviewed:		Date: 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:

Whatcom County Contract No.
202211002

CONTRACT FOR SERVICES Between Whatcom County and Birch Bay Chamber of Commerce

Birch Bay Chamber of Commerce, 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 (Sample Survey), p. 16 Exhibit D (Certificate of Insurance) p. 17.
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: support Birch Bay Chamber for the operational costs associated with the Visitor Center, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.
The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$130,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.
Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.
Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.
IN WITNESS WHEREOF, the parties have executed this Agreement this day of, 2022.
CONTRACTOR:
Birch Bay Chamber of Commerce
Danielle Gaughen, Executive Director

CONTRACTOR INFORMATION:

Birch Bay Chamber of commerce & Visitor Information Center

Address:

7900 Birch Bay Drive Blaine, WA 98230

Mailing Address:

Same

Contact: Danielle Gaughen, Executive Director

Phone: 360-371-5004

Email: director@birchbaychamber.com

Contract for Services

Birch Bay Chamber of Commerce

Page 1

WHATCOM COUNTY: Recommended for Approval
Approved as to form:
Christopher Quinn per email 11/01/2022 Prosecuting Attorney Date
Approved: Accepted for Whatcom County:
By:
Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 <u>Termination for Reduction in Funding:</u>

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 <u>Assignment and Subcontracting:</u>

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 <u>Patent/Copyright Infringement:</u>

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

- A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. Commercial General Liability

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

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

2. Professional Liability

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

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

3. Business Automobile Liability

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

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

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- 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.
- I. 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 Contract for Services
 Birch Bay Chamber of Commerce
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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 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.

35.2 Non-Discrimination in Client Services:

Contract for Services
Birch Bay Chamber of Commerce

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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:

Tawni Helms, Administrative Coordinator Whatcom County Executive's Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225

37.2 Notice:

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

PARTY 1: Birch Bay Chamber of Commerce and Visitor Information Center

Danielle Gaughen, Executive Director

7900 Birch Bay Birch Bay, WA 98230 360-371-5004

director@birchbaychamber.com

PARTY 2: Tawni Helms, Administrative Coordinator

Whatcom County Executive's Office 311 Grand Avenue, Suite 108

Bellingham, WA 98225

360-778-5208

thelms@co.whatcom.wa.us

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working

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

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

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

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

38.2 <u>Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:</u>
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 <u>Contractor Commitments, Warranties and Representations:</u>

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

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

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

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

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

43.1 Venue and Choice of Law:

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

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A" (SCOPE OF WORK)

The Birch Bay Chamber of Commerce will use tourism promotion funds to:

- 1. Fund the operations of the Visitor Center
- 2. Fund the advertising and marketing for annual multi-day events designed to promote tourism and overnight stays.
- 3. Fund the rental costs to acquire temporary bathrooms during the peak season and as necessary to accommodate high volume visitors.

Promotional materials regarding the proposed activity must mention that it is made possible in part by a Tourism Promotion Grant from Whatcom County. The scale of this credit should be commensurate with the County's level of financial support. It should include the name and logo of the County. It is not expected that this credit be displayed in all materials, but at a minimum it should be placed in such documents as programs and annual reports.

Within 30 days after the end of the contract term, the Chamber shall submit a final project report (the "Final Project Report") detailing:

- How the evaluation criteria were met by the event
- What elements worked well and which did not.
- Modifications, if any, planned for future activities.
- Summarize the results of the year's activities and accomplishments.
- Provide Budget vs. Actual Financials.

Failure to complete and deliver the Final Project Report in a timely manner may render recipient ineligible for future funding. Pursuant to RCW 67.28.1816, recipients of lodging tax funds must provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.

EXHIBIT "B" (COMPENSATION)

Maximum consideration for this contract shall be \$130,000. The Contract Number shall be included on all billings or correspondence.

Allowable Expenses include:

Wages and benefits	\$ 93,000	
Administration to include:	\$ 17,600	
(rent, storage, utilities, cleaning, accounting/taxes, postage, supplies, training/travel)		
Marketing/Promotion (website design, subscriptions, maintenance & hosting)		
Temporary/portable restroom rentals	<u>\$ 10,000</u>	
TOTAL	\$130,000	

Birch Bay Chamber and Visitor Information Center will submit invoices detailing allowable expenditures as outlined in Exhibit "A" to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Birch Bay Chamber and Visitor Information Center will also provide Whatcom County with a copy of all brochures and advertisements included with invoices.

EXHIBIT "C" (Certificate of Insurance)

ATTACHMENT D Whatcom County Contractor's E-Verify Declaration Form

CONTRACTOR INFORMATION		
Contractor Name:	Phone:	
Contact Person:	Fax:	
Address:		
	box and submit copy of MOU for verification) 000 or more must be enrolled in E-Verify system. Work related subc	contract is \$25,000 c
☐ Contractor is enrolled in E-Verif	fy; copy of the signed E-Verify Memorandum of Understanding	is attached.
declare under penalty of perjury under th authorized to bind this entity contrac	ne laws of the State of Washington that the foregoing is true and c ctually.	correct, and that I ar

Name

Title

Signature

Date



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-705

File ID: AB2022-705 Version: 1 Status: Agenda Ready

File Created: 11/23/2022 Entered by: THelms@co.whatcom.wa.us

Department: County Executive's File Type: Contract

Office

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and Bellingham Whatcom County Tourism in the amount of \$250,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into an agreement between Whatcom County and Bellingham Whatcom County Tourism in the amount of \$250,000

HISTORY OF LEGISLATIVE FILE

Date: Acting Body: Action: Sent To:

Attachments: Memo, Routing Form, Agreement

WHATCOM COUNTY EXECUTIVE'S OFFICE

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



Satpal Singh Sidhu County Executive

MEMORANDUM

TO: Whatcom County Council

FROM: Tawni Helms, Administrative Coordinator

RE: Bellingham Whatcom County Tourism

DATE: November 10, 2022

Enclosed is a Contract for Services between Whatcom County and Bellingham Whatcom County Tourism for your review and approval.

Background and Purpose

Contractor has received Lodging Tax funding for the purposes of marketing and operational costs associated with the tourism promotion activities and special projects delivered by Bellingham Whatcom County Tourism.

Funding Amount and Source

Funding in the amount of \$250,000 will come from the Lodging Tax Fund as recommended by the Lodging Tax Advisory Committee and presented to the Whatcom County Council for approval on November 9, 2022.

Differences from Previous Contract

No changes from the previous contract.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:		
Division/Program: (i.e. Dept. Division and Program)		
Contract or Grant Administrator:		
Contractor's / Agency Name:		
		wewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Ye Already approved? Council Approved Date: _		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes No If yes, grantor	agency contract	number(s): CFDA#:
Is this contract grant funded? Yes No If yes, Whatco	om County grant	contract number(s):
Is this contract the result of a RFP or Bid proce Yes No If yes, RFP and Bid no		Contract Cost Center:
Is this agreement excluded from E-Verify?	No Yes	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below: Professional services agreement for certical Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Government Contract Amount:(sum of original contract amount and any prior amendments): This Amendment Amount: Total Amended Amount: Summary of Scope:	Council appro \$40,000, and p than \$10,000 d Exercisin 2. Contract capital co Bid or aw Equipment 5. Contract electronic	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Wal required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: In an option contained in a contract previously approved by the council. It is for design, construction, r-o-w acquisition, prof. services, or other losts approved by council in a capital budget appropriation ordinance. Ward is for supplies. In it is included in Exhibit "B" of the Budget Ordinance. It is included in Exhibit "B" of the Budget Ordinance. It is for manufacturer's technical support and hardware maintenance of the systems and/or technical support and software maintenance from the proprietary software currently used by Whatcom County.
	develope	i or proprioutly soremate earrently used by Winteroni County.
Term of Contract:		Expiration Date:
Contract Routing: 1. Prepared by:		Date:
2. Attorney signoff:		Date:
3. AS Finance reviewed:		Date:
4. IT reviewed (if IT related)	:	Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:		Date:
7. Council approved (if neces	ssary):	Date:
8. Executive signed:9. Original to Council:		Date: Date:
7. Original to Council.		

Whatcom County Contract No.
202210029

CONTRACT FOR SERVICES Between Whatcom County and Bellingham, Whatcom County Tourism

<u>Bellingham</u>	Whatcom Co	unty Tourism,	hereinafter	called Con	tractor and	l Whatcom	County,	hereinafter	referred to	as Count	t y , agree a	nd
		Agreement, inc					•					

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

Exhibit D (Certificate of Insurance) p. 17.

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: support Bellingham Whatcom County Tourism marketing and operations costs associated with tourism efforts, 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 **\$250,000**. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this	_ day of	, 2022.
CONTRACTOR:		
Bellingham Whatcom County Tourism		
Sandy Ward, President		
CONTRACTOR INFORMATION:		
Bellingham Whatcom County Tourism		

Address:

904 Potter Avenue Bellingham, WA 98229

Mailing Address: Same

Contact: Sandy Ward, President

Phone: 360-671-3990

Email: Sandy@bellingham.org

Contract for Services
Bellingham Whatcom County Tourism

Page 1

WHATCOM COUNTY: Recommended for Approval Approved as to form: ___Christopher Quinn per email 10/31/2022 ____ Prosecuting Attorney Date Approved: Accepted for Whatcom County:

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 <u>Termination for Reduction in Funding:</u>

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 <u>Assignment and Subcontracting:</u>

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 <u>Patent/Copyright Infringement:</u>

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

- A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
- B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Insurance:

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

1. Commercial General Liability

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

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

2. Professional Liability

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

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

3. Business Automobile Liability

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

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

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- 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.
- I. 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 Contract for Services
 Bellingham Whatcom County Tourism

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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 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.

35.2 <u>Non-Discrimination in Client Services:</u>

Contract for Services
Bellingham Whatcom County Tourism

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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:

Tawni Helms, Administrative Coordinator Whatcom County Executive's Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225

37.2 Notice:

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

PARTY 1: Bellingham Whatcom County Tourism

Sandy Ward, President 904 Potter Avenue Bellingham, WA 98229

360-671-3990

Sandy@bellingham.org

PARTY 2: Tawni Helms, Administrative Coordinator

Whatcom County Executive's Office 311 Grand Avenue, Suite 108

Bellingham, WA 98225

360-778-5208

thelms@co.whatcom.wa.us

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working

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

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

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

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

38.2 <u>Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:</u>
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 <u>Severability:</u>

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)

Funding provided by Whatcom County is used to provide year-round services to promote tourism in Whatcom County and support other projects that promote countywide tourism.

The Bellingham Whatcom County Tourism will use tourism promotion funds to conduct:

- Administration and personnel
- Meeting, marketing and tradeshows
- Corridor Management Plan updates for two scenic byways; State Route 11 and State Route 542

This includes staffing and operating information centers that serve and/or interact with more than one million existing and potential visitors each year, referrals to local agencies and businesses plus the publication and distribution of community information in an effort to promote tourism. Maximum consideration for this agreement is \$250,000.

Allowable expenses under RCW 67.28.210, tourism promotion includes daily tourism operations:

Rent Utilities

Salaries

Payroll taxes

Health insurance

Telephone service

Printing of promotional materials

Postage costs

Facilities will be open to the public seven days a week, 9:00 a.m. to 5:00 p.m. (except holidays). Advertising, promotional brochures and marketing of special events and festivals designed to attract visitors and encourage tourist expansion.

Promotional materials regarding the proposed activity must mention that it is made possible in part by a Tourism Promotion Grant from Whatcom County. The scale of this credit should be commensurate with the County's level of financial support. It should include the name and logo of the County. It is not expected that this credit be displayed in all materials, but at a minimum it should be placed in such documents as programs and annual reports.

Within 30 days after the end of the contract term, the Festival shall submit a final project report (the "Final Project Report") detailing:

- How the evaluation criteria were met by the event
- What elements worked well and which did not.
- Modifications, if any, planned for future activities.
- Summarize the results of the year's activities and major accomplishments.
- Provide Budget vs. Actual Financials.

Failure to complete and deliver the Final Project Report in a timely manner may render recipient ineligible for future funding. Pursuant to RCW 67.28.1816, recipients of lodging tax funds must provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.

EXHIBIT "B" (COMPENSATION)

Maximum consideration for this contract shall be \$250,000. The Contract Number shall be included on all billings or correspondence.

BUDGET:

Administration – Personnel \$ 50,000 MARKETING/advertising/Tradeshows \$175,000 Corridor Mgmt. Plan Updates \$ 25,000

TOTAL: \$250,000

BACKUP DOCUMENTATION SHOULD INCLUDE:

Payroll - General Ledger Detail

Salaries Payroll taxes Health insurance

Receipts for:

Rent Utilities

Telephone service

Printing of promotional materials

Postage costs

Bellingham Whatcom County Tourism will submit invoices detailing allowable expenditures as outlined in Exhibit A to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Bellingham Whatcom County Tourism will also provide Whatcom County with a copy of all brochures and advertisements included with invoices.

EXHIBIT "C"

(Certificate of Insurance)

ATTACHMENT D Whatcom County Contractor's E-Verify Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:			Pnone:				
Contact Person:			Fax:				
Address:							
	OLLMENT (check box and d contracts of \$100,000 or no/e-verify				ı. Work relat	ed subcontract	is \$25,000 or
☐ Contractor is	enrolled in E-Verify; copy	of the signed E-	Verify M	emorandum	of Underst	anding is attac	ched.
	of perjury under the laws nd this entity contractually.	of the State of Wa	ashington	that the fore	egoing is tru	e and correct,	and that I am
Signature		Name		_			
Date		Title		_			



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-709

File ID: AB2022-709 Version: 1 Status: Agenda Ready

File Created: 11/23/2022 Entered by: THelms@co.whatcom.wa.us

Department: County Executive's File Type: Contract

Office

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and Northwest Regional Council in support of the Meals on Wheels Program in the amount of \$120,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into an agreement between Whatcom County and Northwest Regional Council in support of the Meals on Wheels Program in the amount of \$120,000

HISTORY OF LEGISLATIVE FILE

Date: Acting Body: Action: Sent To:

Attachments: Memo, Routing Form, Agreement

WHATCOM COUNTY Executive Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Tawni Helms, Administrative Coordinator

RE: Northwest Regional Council – Meals on Wheels

DATE: November 23, 2022

Enclosed is the Contract for Services between Whatcom County and Northwest Regional Council for your review and signature.

Background and Purpose

This is a historical agreement in support of the contractor's Meals on Wheels program.

Funding Amount and Source

Funding in the amount of \$120,000 will come from the General Fund.

Differences from Previous Contract

N/A.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

	,			
Originating Department:				
Division/Program: (i.e. Dept. Division and Program)				
Contract or Grant Administrator:				
Contractor's / Agency Name:				
<u> </u>	andmont or Don	ewal to an Existing Contract? Yes No		
		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:		
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		
Is this a grant agreement? Yes No If yes, grantor a	gency contract	number(s): CFDA#:		
Is this contract grant funded? Yes No If yes, Whatcon	n County grant	contract number(s):		
Is this contract the result of a RFP or Bid process	37	Contract		
Yes No If yes, RFP and Bid nur		Cost Center:		
Is this agreement excluded from E-Verify? N	o Yes	If no, include Attachment D Contractor Declaration form.		
If YES, indicate exclusion(s) below:				
 □ Professional services agreement for certifi □ Contract work is for less than \$100,000. □ Contract work is for less than 120 days. □ Interlocal Agreement (between Government) 	-	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA.		
Contract Amount:(sum of original contract	Council appro	aval required for; all property leases, contracts or bid awards exceeding		
amount and any prior amendments):	\$40,000 , and p	professional service contract amendments that have an increase greater		
\$		or 10% of contract amount, whichever is greater, except when:		
This Amendment Amount:		ng an option contained in a contract previously approved by the council. t is for design, construction, r-o-w acquisition, prof. services, or other		
\$	capital co	osts approved by council in a capital budget appropriation ordinance.		
Total Amended Amount:		vard is for supplies. In this included in Exhibit "B" of the Budget Ordinance.		
\$		is for manufacturer's technical support and hardware maintenance of		
G CG	electronic	e systems and/or technical support and software maintenance from the		
Summary of Scope:	develope	r of proprietary software currently used by Whatcom County.		
Term of Contract:		Expiration Date:		
Contract Routing: 1. Prepared by:		Date:		
2. Attorney signoff:		Date:		
3. AS Finance reviewed:		Date:		
4. IT reviewed (if IT related):		Date:		
5. Contractor signed:6. Submitted to Exec.:		Date: Date:		
7. Council approved (if necess	ary):	Date:		
8. Executive signed:		Date:		
9. Original to Council:		Date:		

Whatcom County Contract No.
202211037

CONTRACT FOR SERVICES NORTHWEST REGIONAL COUNCIL - MEALS ON WHEELS

Northwest Regional 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 9, Exhibit A (Scope of Work), p. 10, Exhibit B (Compensation), p. 11. 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, 2024.

The general purpose or objective of this Agreement is to support Meals on Wheels Services as administered by Northwest Regional Council, 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 \$120,000 (\$60,000 for year one (2023) and \$60,000 for year two (2024). **The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.**

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

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

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

CONTRACTOR:

Northwest Regional Council

Amanda McDade, Executive Director

CONTRACTOR INFORMATION:

NORTHWEST REGIONAL COUNCIL

Amanda McDade, Executive Director

600 Lakeway Drive Bellingham, WA 98225

Contact Phone: 360.676.6749 Contact Fax: 360.738.2451

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WHATCOM COUNTY:	
Approved as to form:	
Christopher Quinn per email 11/28/2022 Prosecuting Attorney Date	
Approved: Accepted for Whatcom County:	
By:Satpal Singh Sidhu, Whatcom County Executiv	/e

GENERAL CONDITIONS

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

0.1 <u>Scope of Services:</u>

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 at a time, 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 <u>Termination for Public Convenience:</u>

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

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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 <u>Labor Standards:</u>

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.

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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:

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.

31.2 <u>Patent/Copyright Infringement:</u>

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 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:

Property Damage - \$500,000.00 per occurrence;

General Liability & Bodily injury- \$1,000,000.00 per occurrence.

A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit "C". This insurance shall be considered as primary and non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

34.2 <u>Industrial Insurance Waiver:</u>

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 <u>Defense & Indemnity Agreement:</u>

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The Contractor 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 Contractor, 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 Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, 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.

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, 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, age, marital status, disability, 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, 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, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; 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; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

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.

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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:

Tawni Helms, Administrative Coordinator Whatcom County Executive's Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 <u>Certification of Public Works Contractor's Status under State Law:</u>

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 <u>Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:</u>
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 "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at http://epls.arnet.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

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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 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 Agreement 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 Agreement 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, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. 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.

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

43.1 <u>Venue and Choice of Law:</u>

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.

Contract for Services Northwest Regional Council – Meals on Wheels

EXHIBIT "A" (SCOPE OF WORK)

Funds will be used by Northwest Regional Council for support services for the Meals on Wheels meal program:

Meals on Wheels Program

It is expected that this \$120,000 funding support will be used to support the health and independence of more than 500 of Whatcom County's most vulnerable seniors by delivering nutritionally balanced meals to their homes and providing nutrition education and social services referrals annually for 2023 and 2024 respectively for eligible Whatcom County residents. The cost of these meals is budgeted at approximately \$2.56 per meal. Meals on Wheels provides one nutritious meal per day, tailored to meet Daily Recommended Intakes of the average senior (age 51-70 +). Each client is assessed for eligibility, vulnerability, food security and nutritional risk by our registered dietitian. If needed the participant may be referred to appropriate services to assure the senior can remain independent. In addition, the senior has contact with either a volunteer delivery driver or a staff member at least weekly. Some of participants are recovering from an illness or returning home after a stay in a nursing facility or hospital and need meals for a short time while recovering. The Meals on Wheels program allows the majority of our participants to remain in their homes an average of 5 years before needing to move to a skilled nursing facility.

The Nutrition Program is extremely cost effective, 83% of our staff are unpaid volunteers. We have 70 dedicated volunteers helping prepare, serve and deliver meals.

The \$120,000 from Whatcom County will help us reach goals to increase food security, keep individuals independent, increase nutritive intake of home bound individuals and improve the quality of lives of seniors in Whatcom County.

Goal: Increase Food Security:

The delivery of the meal to a person's home decreases the incidents of missed or skipped meals. Meals on Wheels provides nutrient dense meals for participants who otherwise are unable to purchase nutritionally acceptable foods due to lack of adequate income. 50% of our participants will have increased Food Security.

Goal: Remain independent:

Receiving Meals on Wheels eliminates nearly all the steps between shopping and eating. Preparing meals can pose a physical and cognitive challenge for seniors. Receiving a prepared meal removes a huge burden for some individuals. Since our program is closely tied to the aging network, we refer individuals to other community services as needs are identified during assessments by our registered dietitian. 100% of our participants will be able to remain independent and in their own homes while participating in the program.

Goal: Increase Nutrient Intake:

Individuals receiving Meals on Wheels eat more fruits, vegetables, whole grains, calcium enriched foods and high protein foods. Participants meet or exceed the Daily Recommended Intakes (DRI's) for most nutrients. Participants' nutritional risk scores decrease the first year on the program. Nutritional risk scores are directly related to eating more fruits, vegetables, calcium enriched foods and high protein foods. 80% of our participants' diets will contain more servings of fruits, vegetables, calcium enriched foods and higher protein foods than when they entered the program.

EXHIBIT "B" (COMPENSATION)

The maximum consideration for this contract is \$120,000 (\$60,000 for year one (2023) and \$60,000 for year two (2024). *The Contract Number shall be included on all billings or correspondence.*

NWRC will submit invoices to the Whatcom County Executive's office (no more frequently than one time per month). Invoices will detail services provided by NWRC for the Meals on Wheels Program for seniors in Whatcom County, as outlined in Exhibit A.

With each invoice submitted to Whatcom County, NWRC will include receipts or copies of invoices paid by NWRC showing services provided and, where applicable, the number of individuals served.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-711

File ID: AB2022-711 Version: 1 Status: Agenda Ready

File Created: 12/06/2022 Entered by: DEbergso@co.whatcom.wa.us

Department: Facilities File Type: Request for Motion

Management Division

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: Enactment #:

Primary Contact Email: debergso@co.whatcom.wa.us debergso.whatcom.wa.us debergso.whatcom.wa.us debergso.whatcom.wa.us debergso.whatcom.wa.us <a

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a lease/contract between Whatcom County and Unity-Flora Development LLC, to lease space at 104 Unity Street, Bellingham, in the amount of \$88,512

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County is seeking to enter into a lease for the 104 Unity St building, to provide additional office space for the Whatcom County Health Department - Community and Organizational Development Division.

HISTORY OF LEGISLATIVE FILE

Date: Acting Body: Action: Sent To:

Attachments: 104 unity lease to Council Memo, Total facilities budget for 104 Unity street, WCHD Unity Lease

Funding Memo, 104 Unity Street LOI Version 3

WHATCOM COUNTY ADMINISTRATIVE SEVICES

Whatcom County Courthouse 311 Grand Ave, Suite 108 Bellingham, WA 98225-4083



FACILITIES MANAGEMENT

3720 Williamson Way Bellingham, WA 98226-9156 Phone: (360) 778-5360 Fax: (360) 778-5361 Facilities@co.whatcom.wa.us

ROB NEY

Project & Operations Manager

MEMORANDUM

TO: Whatcom County Council

FROM: Rob Ney, Project & Operations Manager

DATE: November 21, 2022

RE: Lease of 104 Unity Street Suite for Health

Background & Purpose

As discussed during my Council check in on October 25th, Whatcom County is seeking additional office space for our expanding staff. Specifically, there is an immediate need for additional space for our Community and Organizational Development Division of the Health Department. Attached you will find a Letter of Intent (LOI) which outlines the details of a proposed lease of office space at 104 Unity Street.

The suite is located on Unity Street, just three blocks from the Courthouse, and four blocks from the Girard Street Health location. The suite is mostly turn key, and will only require installation of data cables to serve the suite. The suite is connected to a fiber optic line from the County's current fiber vendor.

The suite is comprised of 9 double occupancy offices, a bull pen area with built in cubical work spaces, a lunchroom and two restrooms.

Staff is requesting the Council authorize the County Executive to execute a lease with the terms outlined in the attached LOI. The proposed lease is a five-year lease with an option for a three-year renewal. Listed costs are for the 2023-2024 biennium; cost must be reappropriated for future years. A small prorated portion of December 2022 is also included in these costs.

Funding Amount and Source

Funding amount needed for the lease is approximately \$88,512 (y1 & y2). Additionally, there are \$216,000 for utilities, custodial fees, tenant improvement costs and other expenses for the two-year period (see attached spreadsheet for total costs). This project is funded out of the Health Department budget, WA State Department of Health – Foundational Public Health Services Award; Cost Centers #610525. These funds are to

build the public health system's capacity and increase the availability of Foundational Public Health Services statewide.

Details of Lease

The proposed lease is a hybrid of lease types. Year 1 and 2 are a "Gross Lease", which means that the lease is an "All-In" type of lease (with the exception of utilities paid by the tenant or lessee). Year 3, 4 and 5 are Triple Net (NNN), which is a more standard or typical type of lease which includes a pro-rata share of property taxes, common area expenses, etc. Utilities are also paid by lessee.

The Y1 and Y2 lease amounts are very favorable for the County as an incentive to for the County to occupy as soon as possible. Years 3-5 are still at or below market costs in the Civic Center core.

Please contact Rob Ney at extension x5365, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

104 UNITY STREET ANNUAL BUDGET

2831 sq ft Assume 3%

MONTHLY EXPENSES	COST 2023	<u>2024</u>	NOTES			
MONTHLY RENT	\$3,563.00	\$ 3,563.00) YR 1&2			
UTILITIES	\$1,200.00	\$ 1,236.00	Estimated costs			
CUSTODIAL	\$3,480.00	\$ 3,584.40) Per Quote			
FACILITIES MAINTENANCE FEE	\$1,887.33	\$ 1,943.95	5 \$8 SF ANNUAL COST FOR FA	ACILITIES, OR DIRECT BILL	LING OPTION FOR ALL	SERVICES
ASSOUND BROADBAND	\$1,000.00	\$1,000.00	Estimated costs			
UNKNOWNS	\$500.00	\$500.00	_			
TOTAL MONTHLY EXPENSES ANNUAL BUDGET	\$11,630.33 \$139,564.00	\$11,827.35 \$141,928.24				
YEAR 1 EXPENSES						
MOVING	\$7,000.00					
FACILITIES "SET UP TIME"	\$3,750.00		\$75 HR X 50 HRS	Data IT FIBER EQUIPMENT IT WAP IT RACK/SWITCH	\$17,000.00 \$2,000.00 \$150.00 \$1,500.00	New pull, estimate. TBD TBD TBD
SECURITY INSTALL COMCAST PUBLIC WIFI	\$5,000.00 \$4,000.00		Estimate Estimate			
	\$19,750.00					

YEAR 1 COSTS \$159,314.00

Rounding up to \$180,000

WHATCOM COUNTY Health Department



Erika Lautenbach, MPH, Director

Amy Harley, MD, MPH, Co-Health Officer Greg Thompson, MD, MPH, Co-Health Officer

Memorandum

TO: Whatcom County Council

FROM: Erika Lautenbach, Director

DATE: November 21, 2022

RE: Funding for Unity Street Lease

Funding Sources

The Health Department has funding available for the new Unity Street Lease from the Washington State Department of Health Consolidated Amendment #9 (WC County Contract #202201016) – Foundational Public Health Services (FPHS).

This award for \$2,651,000 spans the period July 1, 2022 to June 30, 2023 and renews annually. These dedicated state funds were established to build the public health system's capacity and increase the availability of Foundational Public Health Services statewide. This grant is in the Health Departments' cost centers 660525, 600525,610525, 650525, is prepaid and unused funds must be returned to the state.

Currently, the FPHS grant supports 12 FTE, but is underspent due to four additional vacant positions anticipated to be hired in February 2023. This results in \$160,000 in salary lapse savings which is available to support the lease expenses in 2023.

The FPHS award has a significant proposed increase beginning July 2023. More information will be available in spring of 2023 when the state legislative session concludes. This increase would support the Unity facility rent and utility expenses in 2024.



WHATCOM COUNTY ADMINISTRATIVE SEVICES

Whatcom County Courthouse 311 Grand Ave, Suite 108 Bellingham, WA 98225-4083



FACILITIES MANAGEMENT

3720 Williamson Way Bellingham, WA 98226-9156 Phone: (360) 778-5360 Fax: (360) 778-5361 Facilities@co.whatcom.wa.us

ROB NEY

Project & Operations Manager

November 17, 2022

LESSOR:

TO: John Templeton via EMAIL john@johntempleton.com

pamphlet. "The Law of Real Estate Agency".

LETTER OF INTENT VERSION 3

Unity-Flora Development LLC

The following terms and conditions will serve as evidence of the Parties' Intent to Lease.

LESSEE:	Whatcom County
PREMISES:	104 Unity Street
	Bellingham, WA 98225
	Whatcom County Assessor Parcel 380330238233
	Legal Descriptions: Lots 12&13, Block 4, Cornwall Avenue
	Subdivision (legal to be provided by Owner/lessor)
LEASABLE AREA/BUILDING SIZE:	Approximately 2,831 SF office, 9,933 SF building
PARCEL SIZE:	Approximately 0.31 Acres
FEASIBILITY:	15 days
LEASE COMMENCEMENT:	December 7 th or as close to as possible, and contingent upon Council approval 12/6/22
LOI PERIOD: Both parties agree to negothers agree to negothers of Property agreement within3	otiate in good faith on this Letter of Intent (LOI) to reach terms for a L4 days from the date of this letter.
AGENCY DISCLOSURE: John Templ	eton, Windermere Whatcom County is the Leasing Agent of record

This proposal is non-binding and does not represent any contractual obligation or infer that any other rights exist between Purchaser and Owner, until such legally binding Purchase and Sale is executed by both parties.

for the Owner. By execution below, both parties hereby represent that they have been given a copy of the

If these terms and conditions are acceptable, please signify your approval by signing below and returning this original copy.

Acknowledged by: Ros New , for the Lessee.

Acknowledged by: Acknowledged

TERMS OF LEASE

Lessor Shall:

- A. Repair all cosmetic wall damage prior to occupancy, can coincide with lessee work occurring pre-
 - B. Allow Access during negotiations to further resolve logistic issues
 - C. Provide pre-lease access to basement to identify high and low voltage wires serving the open office area fed from below. And grant access during the lease for repair, install and maintenance of these improvements, as needed.
 - D. During the lease, allow Lessee to make minor improvements to the property by a licensed general contractor, at lessee expense, after receiving prior approval from lessor.
 - E. Provide three (3) dedicated parking stalls for the lessee throughout the duration of the lease

Lessee Shall:

A Assume Snow Removal responsibility

LEASE TYPE

Gross Y1 and Y2

NNN +CPI increases Y3, Y4 and Y5

LEASE TERM:

5 Years

UTILITIES:

Paid by Tennant/lessee, including power/electrical, natural gas (if applicable), internet, phone, and garbage. It is assumed Potable Water and sewer and paid by Lessee/Owner, please confirm

RATE:

Year 1 \$3,563

Year 2 \$3,563 (no change)

Year 3, Y2 + CPI + NNN

Year 4, Y3+ CPI + NNN

Year 5, Y4+ CPI + NNN

Renewal Option: 3-year renewal option

Year 6, Y5 + CPI + NNN

Year 7, Y6 + CPI + NNN

Year 8, Y7 + CPI + NNN

2022 NNN Fees for reference:

Property Tax \$3,375 Insurance \$3,113 Util/R&M \$700 Snow Removal \$2,100 **Total 21/22: \$9,288**

Assumed Monthly NNN Rate (adjusted annually as necessary): \$744



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-714

File ID: AB2022-714 Version: 1 Status: Agenda Ready

File Created: 11/28/2022 Entered by: DLaplant@co.whatcom.wa.us

Department: Human Resources

Division

File Type: Contract

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract with Midwest Employer Casualty renewal for insurance protection for the self-insured workers compensation program in the amount of \$107,590 for calendar year 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date: Acting Body: Action: Sent To:

Attachments: Staff memo, Proposed contract



HUMAN RESOURCES

County Courthouse 311 Grand Avenue, Suite #107 Bellingham, WA 98225-4038 (360) 778-5305 hr@co.whatcom.wa.us

> Melissa Keeley Manager

MEMORANDUM

TO: Satpal Singh Sidhu, County Executive

FROM: Donnie LaPlante, Associate HR Manager

RE: Workers Compensation – Stop Loss Insurance Policy

DATE: November 17, 2022

Enclosed is a Client Authorization to Bind Coverage for excess/stop loss coverage for workers' compensation claims over \$500,000 for non-law enforcement and over \$750,000 for law enforcement claims for your review and signature.

The estimated premium is \$100,792 for 2023 coverage plus a \$6,798 Broker Fee. Final premium will be based on actual worker hours during 2023.

Background and Purpose

The County protects its financial assets in the self-insured workers' compensation program with reserves and with insurance coverage for very large claims (also called stop loss or excess insurance). Each year, Arthur J. Gallagher, broker for the Washington Counties Risk Pool, seeks bids from the market, analyzes quotes, and provides options for coverage.

Current coverage for 2022 is with Midwest Employers Casualty Company which also proposed the best renewal pricing for 2023. The new rate per \$100 of 0.0609 represents a 9% increase over the previous year. There are not many options in this market who will write for municipalities in Washington state. The next best option would require a \$125,000 minimum premium regardless of our claims experience, which would be 25% higher than the current offer from Midwest.

Funding Amount and Source

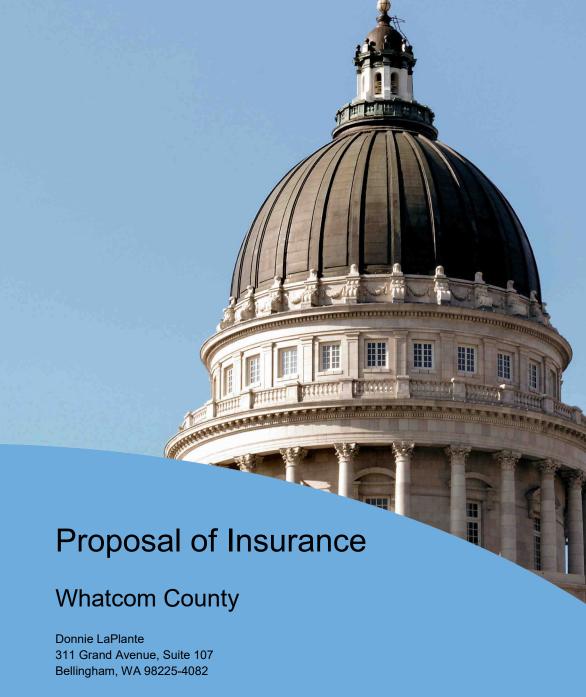
The workers' compensation program is funded through internal rates charged to departments based on hours worked by risk classification (law enforcement, laborers, office, etc.). Premiums are paid from cost center 507300.

Please feel free to contact me at (360) 778-5306 if you have any questions or concerns regarding my recommendation.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:			
Division/Program: (i.e. Dept. Division and Program)			
Contract or Grant Administrator:			
Contractor's / Agency Name:			
		newal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes No If yes, grantor a	agency contract	number(s): CFDA#:	
Is this contract grant funded? Yes No If yes, Whatcon	m County grant	contract number(s):	
Is this contract the result of a RFP or Bid proces Yes No If yes, RFP and Bid nu		Contract Cost Center:	
Is this agreement excluded from E-Verify? N	No Yes	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: Professional services agreement for certified/licensed professional. Goods and services provided due to an emergence Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments). Contract Amount:(sum of original contract amount and any prior amendments): \$ Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase great 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 counce apital costs approved by council in a capital budget appropriation ordinance. Total Amended Amount: \$ Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.			
Term of Contract:		Expiration Date:	
Contract Routing: 1. Prepared by:		Date:	
2. Attorney signoff:		Date:	
3. AS Finance reviewed:		Date:	
4. IT reviewed (if IT related):	:	Date:	
5. Contractor signed:		Date:	
		Б.	
6. Submitted to Exec.:	scom).	Date:	
7. Council approved (if neces 8. Executive signed:	ssary):	Date: Date: Date:	



Presented: November 16, 2022 **Effective:** January 1, 2023

Julie McCallum
Area Vice President
Arthur J. Gallagher Risk Management Services, Inc.
777 108th Ave. NE, Suite 200
Bellevue, WA 98004

(425) 586-1040 Julie_McCallum@AJG.com





Insurance | Risk Management | Consulting



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Service Team

Julie McCallum has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Julie McCallum Area Vice President	(425) 586-1040	Julie_McCallum@AJG.com	Relationship & Strategy
Stephen Erni, CPCU, ARM-E Client Service Supervisor	(425) 586-1002	Stephen_Erni@AJG.com	Client Service Manager
Henry Winner Client Service Manager	(425) 586-1027	Henry_Winner@ajg.com	Client Service Manager

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (253) 627-7183

Service Commitment

Account Service

At Arthur J. Gallagher & Co., our goal is to provide you with an exceptional insurance and risk management program delivered by a world class service organization. Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible.

Renewals

We use a standard Renewal Timeline and start early to make sure your needs are met and we are able to offer you the most comprehensive and competitively priced insurance program. At each renewal, we will meet with you to establish a renewal game plan, determine how many markets should be approached, discuss pricing in the insurance marketplace, and identify what specific needs must be addressed. We will then approach markets that we feel will offer the best alternatives. These alternatives will be presented at renewal as an option, even if we feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as your type of organization continues to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, our integrity and influence in the marketplace have resulted in excellent relationships with our markets. These factors are especially important to consider as the insurance needs of your organization become more complex and require more sophisticated solutions.

Phone Calls

Phone calls will be returned within one working day of receipt.

Certificates of Insurance

Certificates of Insurance will be issued within one working day of request.



Our Service Commitment

Our clients repeatedly tell us the most important thing that we can do as their broker is to protect their assets while providing a comprehensive and tailored insurance program with the most competitive terms. We also know that a critical component of every customer experience is receiving an accurate and timely response to their day to day business needs and challenges.

At Arthur J. Gallagher and Co. our goal is to provide every client with an exceptional insurance and risk management program delivered by a world-class service organization.

We're on a journey to set a new standard for service within our industry – utilizing innovative technology and tools that create value for our clients, and raising the bar beyond expectations. The result is consistent and predictable service for our clients – with the highest quality at every interaction.

For the client, words and pledges only go so far. In order to deliver on our promise, Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible:

- Clients get what they need, when they need it as a result of managing our work more effectively, your needs and requests are addressed promptly and professionally at all times
- Our service team is able to focus on you, and the solutions needed to support your unique business needs
- We proactively manage your renewal cycle, delivering a predictable timeline that creates time for thorough decision-making
- You play a role in this too we're asking for more information ahead, so that you receive the best outcome, every time



Program Structure



Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	Excess Workers' Compensation
	Whatcom County	Χ

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.



Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Midwest Employers Casualty Company	Excess Workers Compensation	Recommended Quote	\$100,792.00



Program Details

Coverage: **Excess Workers Compensation**

Carrier: Midwest Employers Casualty Company

Policy Period: 1/1/2023 to 1/1/2024

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Specific Limit		Statutory
Employers Liability Limit	Limit	\$1,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	Specific Retention	\$500,000
Retention	Specific Retention - 6905 WA	\$750,000
Retention	Specific Retention - 6906 WA	\$750,000
Retention	Employers Liability Retention	See Specific
Retention	Aircraft Per Employee Retention Surcharge	\$750,000

Experience Modification Factor(s):

DESCRIPTION	FACTOR		
WA	1		

States:

DESCRIPTION	STATE
States Covered:	WA
States Excluded:	OH, ND, WY

Endorsements include, but are not limited to:

DESCRIPTION
Jones Act Endorsement - ISI-280 (8-13)
Endemic Disease and Repatriation Endorsement - ISI-266 (8-13)
Voluntary Compensation Endorsement - ISI-261 (8-13)
Authorized Volunteers Endorsement - ISI-260 (8-13)
Aircraft Per Employee Retention Surcharge Endorsement - \$750,000 - ISI-251 (8-13)
Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement - CMB-199 (1-20)
Foreign Endorsement - CMB-160 (8-13)





Endorsements include, but are not limited to:

DESCRIPTION

Amendment to Schedule Item 11 - CMB-11 (8-13)

Amendment to Schedule Item 6 - CMB-6-CLS (8-13)

Washington Endorsement - ISI-WA (8-13)

Exclusions include, but are not limited to:

DESCRIPTION

Longshore & Harbor Workers' Act

Owners or Officers

Bodily Injury to an Employee While Employed in Violation of Law

Bodily Injury Intentionally Caused by Insured

Federal Employers' Liability Act

Assumptions under Contract

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Total Premium Includes Terrorism Premium of \$3,024

MECC must be notified of any aircraft changes occurring during the policy period.

Premium	\$100,792.00
ESTIMATED PROGRAM COST	\$100,792.00
Minimum Premium -	\$90,713.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: At Expiration

Auditable Exposures:

STATE	CLASS CODE	DESCRIPTION	EXPOSURE	RATE PER \$100
WA	-	Estimated Annual Worker Hours	1,655,045 - Annual Worker Hours	\$0.0609



Premium Summary

The estimated program cost for the options are outlined in the following table:

		EXPIRING PROGRAM		PROPOSED PROGRAM	
LINE OF COVERAGE		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Excess Workers Compensation	Premium	Midwest Employers Casualty	-	Midwest Employers Casualty	\$100,792.00
	Estimated Cost	Company (W. R. Berkley	\$92,517.00	Company (W. R. Berkley	\$100,792.00
	Annualized Cost	Group)	\$92,517.00	Group)	-
	TRIA Premium		Included		Included
Broker Fee			\$6,537.00		\$6,798.00
Total Estimated Program Cost			\$99,054.00		\$107,590.00

Quote from Midwest Employers Casualty Company (W. R. Berkley Group) is valid until 1/7/2023

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

Excess Workers Compensation

Environmental Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients. What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve capital and cash flow management by spreading out premium payments over the policy period.
- Allows for consolidation of multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated ACH options and flexible payment terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.



Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Midwest Employers Casualty Company (W. R. Berkley Group)	Excess Workers Compensation	Deposit Premium \$100,792	Agency Bill



Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Midwest Employers Casualty Company	A+ XV	Admitted

^{*}Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



Proposal Disclosures



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

- 1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
- 2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
- 3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
- 4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation Complaints@ajg.com or by regular mail at:

> Chief Compliance Officer Gallagher Global Brokerage Arthur J. Gallagher & Co. 2850 Golf Rd. Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

Whatcom County



Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all



Whatcom County



other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.



Client Signature Requirements



Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/16/2022, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
□Accept □ Reject	Excess Workers Compensation
	Midwest Employers Casualty Company
TRIA Cannot Be Rejected	

Fee Agreement: In lieu of commission received by Gallagher for the Workers' Compensation policy term reflected herein, effective: 1/1/2023-24, Gallagher will receive a fee of: **\$6,798.00** for:

☐ Placement of Insurance Coverage

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, you agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

Whatcom County



You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

Print Name (Specify Title)		
Company		
Signature	 	



Appendix



Bindable Quotations & Compensation Disclosure Schedule

Client Name: Whatcom County

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
Excess Workers Compensation	Midwest Employers Casualty Company (W. R. Berkley Group)	N/A	\$100,792.00	0 %	
Broker Fee				\$6,798.00	

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

^{*} A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

³ The commission rate is a percentage of annual premium excluding taxes & fees.

^{*} Gallagher is receiving ____% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

COVERAGE(S): Excess Workers Compensation	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Midwest Employers Casualty Company	Insurer/TPA Name: Midwest Employers Casualty Company
Policy Term: 01/01/2023 to 01/01/2024	

Reporting to Gallagher or Assistance in Reporting

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Gallagher Claim Center	Phone: 855-497-0578
Policy Number:	Fax: 225-663-3224
Policy Term:	Email: ggb.nrcclaimscenter@ajg.com

Gallagher STEP







Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- Register for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication













Gallagher CORE360° is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.



Sample of Available Training Modules and Safety Shorts

Insurance | Risk Management | Consulting

Human Resources Training

- Americans with Disabilities Act (ADA)
- · California Ethics
- California Sexual Harassment & Discrimination— Employees (English and Spanish)
- California Sexual Harassment and Discrimination
 —Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- · Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- · Interviewing Strategies

- · Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)

- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- · Unsafe Acts
- · Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- · Wrongful Termination

Safety Training

- · Accident Investigation Techniques
- · Asbestos Awareness (General Industry)
- · Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- · Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving-Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance

- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- · Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- · Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- · Lead-Based Paint
- · Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)

- Means of Egress (English and Spanish)
- Mold
- · Office Ergonomics Defined
- · Office Ergonomics—Working in Comfort
- · Office Workstation Safety
- · Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- · Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services. Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- · Bloodborne Pathogens
- Electrical Safety
- · Emergency Procedures
- · Fire Prevention and Protection
- Hand and Power Tools
- · Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- · Housekeeping/Custodial-Emptying Trash

- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- · Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

The Gallagher Way. Since 1927.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-715

File ID: AB2022-715 Version: 1 Status: Agenda Ready

File Created: 11/28/2022 Entered by: MKeeley@co.whatcom.wa.us

Department: Human Resources

Division

File Type: Contract

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Summit Law Group to provide legal services for matters related to collective bargaining, in the amount not to exceed \$89,076 annually through December 31, 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Please refer to staff memo for background and more information

Date: Acting Body: Action: Sent To:

Attachments: Memo, Contract

WHATCOM COUNTY ADMINISTRATIVE SERVICES



HUMAN RESOURCES

County Courthouse 311 Grand Avenue, Suite #107 Bellingham, WA 98225-4038 (360) 778-5300 hr@co.whatcom.wa.us

MK

Melissa Keeley Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

THROUGH: Tyler Schroeder, Deputy Executive

FROM: Melissa Keeley, Human Resources Manager

DATE: November 28, 2022

SUBJECT: Amendment 6-Contract between Whatcom County and Summit Law Group

Enclosed is Amendment No. 6 to the Contract 201702013-5 between Whatcom County and Summit Law Group for your review and signature.

Background and Purpose

The purpose of this amendment is to extend the term for one year through December 31, 2023. We recently began working with two new Summit Law attorneys to provide support related to labor relations. This one-year extension will allow us time to evaluate their expertise and inform our decision for outside legal services beyond 2023.

Funding Amount and Source

Funding comes from the administrative cost allocation to 507140 and does NOT change the "not to exceed" amount of \$89,076. Hourly rates for attorney time increased to \$360 and \$365.

Please contact me at extension 5305, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. $\underline{201702013-6}$

Originating Department:	Administrative Services	
Division/Program: (i.e. Dept. Division and Program)	Human Resources	
Contract or Grant Administrator:	Melissa Keeley	
Contractor's / Agency Name:	John Henry & Colin Boyle, Summit Law Group	
Is this a New Contract? If not, is this an Amendment or Ren Yes \(\subseteq \text{No} \(\subseteq \) If Amendment or Renewal, (per \(\subseteq \)	newal to an Existing Contract? VCC 3.08.100 (a)) Original Contract #: 201702013	
Does contract require Council Approval? Yes ⊠ No □	If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes ☐ No ☑ If yes, grantor agency contract	number(s): CFDA#:	
Is this contract grant funded? Yes ☐ No ☑ If yes, Whatcom County grant	contract number(s):	
Is this contract the result of a RFP or Bid process? Yes ☑ No ☐ If yes, RFP and Bid number(s): _RFG	Contract Q #16-54	
Is this agreement excluded from E-Verify? No 🗌 Yes 🔀	If no, include Attachment D Contractor Declaration form.	
amount and any prior amendments): \$ \\$\\$\ \\$\ \\$\ \\$\ \\$\ \\$\ \\$\ \\$\ \\$	Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Oval required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: In an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, professional services, or obtained in a capital budget appropriation except approved by council in a capital budget appropriation except and is for supplies or equipment included approved in the budget. It is for manufacturer's technical support and hardware maintenance of experimentary software currently used by Whatcom County. The lations, including collective bargaining and contract	
Term of Contract: January 1, 2023	Expiration Date: December 31, 2023	
Contract Routing: 1. Prepared by: Melissa Keeley	Date: 10/17/22	
2. Attorney signoff: Eric Richey by er	nail Date: 11/16/22	
3. AS Finance reviewed: bbennett Date: 11/21/22		
4. IT reviewed (if IT related): N/A Date:		
5. Contractor signed:6. Submitted to Exec.:	Date: Date:	
7. Council approved (if necessary):	Date:	
8. Executive signed:	Date:	
9. Original to Council:	Date:	

Whatcom	County	Contract No.	

201702013-6

Amendment No. 6

TO CONTRACT BETWEEN WHATCOM COUNTY AND JOHN HENRY AND COLIN BOYLE SUMMIT LAW GROUP

THIS AMENDMENT to Whatcom County Contract #201702013 is made this 6thth day of December 2022, between Whatcom County and John Henry and Colin Boyle, Summit Law Group, for the purpose of providing professional legal services in matters relating to labor relations and professional labor negotiator services.

- 1. TERM. This amendment extends the term through December 31, 2023.
- 2. COMPENSATION: This amendment increases the hourly rate for attorney time to as outlined in Exhibit B-5 but does NOT change the not to exceed amount of \$89,076.
- 3. OTHER. Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

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

IN WITNESS WHEREOF, Whatcom County and John Henry and Colin Boyle, Summit Law Group, have executed this Amendment on the date and year written above.

	jeur miniem aber	
CONTRACTOR:		
Summit Law Group		
BY:		BY;
John Henry Summit Law Group Address: 315 5th Avenue S Unit 100 Seattle, WA 98104		Colin Boyle Summit Law Group
Mailing Address: same		
WHATCOM COUNTY: Recommended for Approva	al:	
Human Resources Manager	Date	
Approved as to form:		
Prosecuting Attorney	Date	
Approved: Accepted for Whatcom Count	ty:	
By: Satpal Singh Sidhu, Whatcom		595

EXHIBIT "A-6"

SCOPE OF WORK

The Contractor will provide, at the request and direction of Whatcom County Prosecuting Attorney or Human Resources Manager or designee, representation and assistance on matters relating to labor relations, including collective bargaining and contract negotiation, mediation, binding interest arbitration, or other actions brought by a union.

A Special Deputy Appointment by the Prosecutor will be in place prior to the Contractor providing legal advice, negotiating, or other actions that bind on behalf of Whatcom County.

EXHIBIT "B-6"

COMPENSATION

In consideration of the services performed under the terms of this Contract, the Contractor, John Henry, shall be paid \$360 per hour for Contractor's attorney time and Colin Boyle, the Contractor, shall be paid \$365 per hour for Contractor's attorney time. Attorney time includes time spent in travel to and from the County. Contractors will submit invoices with general description of services and hours. Costs for telephone, faxes, photocopying, computerized legal research, or other costs that are part of the cost of doing business will not be charged.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-716

File ID: AB2022-716 Version: 1 Status: Agenda Ready

File Created: 11/28/2022 Entered by: SMildner@co.whatcom.wa.us

Department: County Executive's **File Type:** Interlocal

Office

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into interlocal agreement amendment between Whatcom County and the Whatcom Council of Governments for provision of Boundary Review Board administration

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memorandum

HISTORY OF LEGISLATIVE FILE

Date: Acting Body: Action: Sent To:

Attachments: Staff memo, Contract Info sheet, Proposed amendment

WHATCOM COUNTY Executive Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225



MEMORANDUM

TO: Whatcom County Councilmembers and

County Executive Satpal Sidhu

FROM: Suzanne Mildner, Grants Coordinator

RE: Whatcom Council of Governments – Boundary Review Board

DATE: November 18, 2022

Attached for your review is an Amendment to an Interlocal Agreement between Whatcom County and Whatcom Council of Governments to support the Boundary Review Board's activities.

Background and Purpose

A year ago the administration and Chief Clerk duties for the Boundary Review Board transitioned from Northwest Regional Council over to Whatcom Council of Governments. At that time the county entered into an interlocal agreement with Whatcom Council of Governments for the provision of these services for a one year term, expiring December 31, 2022.

The attached Interlocal Agreement Amendment extends the agreement for a two-year term and provides for the continuing execution of the duties as defined through Chapter 36.93 RCW.

Funding Amount and Source

This amendment adds \$10,000, which provides \$5,000 for year one (2023) and \$5,000 for year two (2024), for a revised maximum consideration of \$15,000. The funding source is the General Fund.

Please contact me at extension 5211, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:			
Division/Program: (i.e. Dept. Division and Program)			
Contract or Grant Administrator:			
Contractor's / Agency Name:			
		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval? Ye Already approved? Council Approved Date: _		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes No If yes, grantor a	agency contract	number(s): CFDA#:	
Is this contract grant funded? Yes No If yes, Whatco	m County grant	contract number(s):	
Is this contract the result of a RFP or Bid proces	ss?	Contract	
Yes No If yes, RFP and Bid no	ımber(s):	Cost Center:	
Is this agreement excluded from E-Verify? N	No Yes	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: Professional services agreement for certif Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Government Contract Amount:(sum of original contract amount and any prior amendments): This Amendment Amount: \$	Council appro \$40,000, and p than \$10,000 of 1. Exercisin 2. Contract	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Wal required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when: g an option contained in a contract previously approved by the council. is for design, construction, r-o-w acquisition, prof. services, or other less approved by council in a capital budget appropriation ordinance.	
Total Amended Amount:	3. Bid or aw	vard is for supplies.	
\$		nt is included in Exhibit "B" of the Budget Ordinance. is for manufacturer's technical support and hardware maintenance of	
Summary of Scope:	electronic	onic systems and/or technical support and software maintenance from the oper of proprietary software currently used by Whatcom County.	
Term of Contract:		Expiration Date:	
Contract Routing: 1. Prepared by:		Date:	
2. Attorney signoff:3. AS Finance reviewed:		Date: Date:	
4. IT reviewed (if IT related):	<u> </u>	Date:	
5. Contractor signed:		Date:	
6. Submitted to Exec.:		Date:	
7. Council approved (if neces	ssary):	Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	

1st AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN WHATCOM COUNTY AND THE WHATCOM COUNCIL OF GOVERNMENTS

REGARDING ADMINISTRATION OF BOUNDARY REVIEW BOARD PER CHAPTER 36.93 RCW

This Amendment is to the Interlocal Agreement between the government of Whatcom County (hereinafter, "the County") and the Whatcom Council of Governments (hereinafter, "WCOG") dated January 1, 2022 and designated as "Whatcom County Contract No. 202112042." This agreement is entered into pursuant to the provisions of Chapter 36.93 RCW for the purposes of performing the duties of a Boundary Review Board of Whatcom County. The effective start date of the amendment is January 1, 2023.

This Amendment amends the original agreement Section 4 Effective Date, Duration, Amendment and Termination, as follows:

Section 4 is modified as follows:

This Agreement shall be effective upon approval and signature by the Whatcom County Executive and the Executive Director of the Whatcom Council of Governments and it shall have a term of one year commencing on January 1, 2022 and expiring on December 31, 2022. This agreement can be terminated or amended by mutual agreement of the Parties. The term of this agreement may be extended by mutual written consent of the parties, for a period of up to either one or two years at a time, and for a total of no longer than five years.

This Amendment further extends the original term through December 31, 2024 and increases the maximum consideration by \$10,000.00 (\$5,000 for year 2023 and \$5,000 for year 2024) to a total consideration of \$15,000.

Unless specifically amended by this agreement, all other terms and conditions of the original agreement shall remain in full force and effect. All parties identified as affected by this amendment hereby acknowledge and accept the terms and conditions of this amendment.

IN WITNESS THEREOF, the Parties have signed this agreement, effective on the dates indicated below.

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:
Kanan Farkas ku ananii 44 /24 /22 / 584
Karen Frakes by email 11/21/22 / SM
Whatcom County Civil Prosecuting Attorney

Whatcom Council of Governments

By
Robert H. Wilson, Executive Director
Date

Whatcom Council of Governments 314 East Champion Street Bellingham, WA 98225 (360) 676-6974 Wcog@wcog.org



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-718

File ID: AB2022-718 Version: 1 Status: Agenda Ready

File Created: 11/29/2022 Entered by: THelms@co.whatcom.wa.us

Department: County Executive's **File Type:** Contract

Office

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and Habitat for Humanity for their purchase of a property in Everson for construction of 30 homes in the amount of \$449,256

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE				
Date:	Acting Body:	Action:	Sent To:	

Attachments: Agreement, ARPA Eligibility Memo, Funding request

Satpal Singh Sidhu



OFFICE 311 Grand Avenue, Suite 108 Bellingham, WA 98225 County Executive

MEMORANDUM

TO: Satpal Sidhu, County Executive

From: Tyler Schroeder, Deputy Executive

RE: Habitat for Humanity Acquisition of Property on Lincoln Street, Everson

DATE: November 29, 2022

Attached is a funding agreement between Whatcom County and Habitat for Humanity for your review and signature.

Background and Purpose

The need for affordable homes far outstrips supply in Whatcom County, particularly at low and moderate-income levels. HABITAT FOR HUMANITY is the prospective purchaser of a property in Everson (parcel number 4004313724970000, described in Exhibit E), to be developed for affordable housing. The site can accommodate the construction of 30 homes for purchase by prospective homeowners earning 30-130% of the area median income. At least 75% of these homes will be made affordable to households earning no more than 80% of the area median income. This project aligns with the County's efforts, along with the small cities, to expand affordable housing opportunities outside of Bellingham.

This funding agreement provides for possible return of funds to Whatcom County, in the event that HABITAT FOR HUMANITY does not reach certain project milestones. To ensure the public's interest, funding would be contingent on the execution of a long-term affordability covenant (50 years) and a deed of trust, securing the County's interest in the property.

Funding Amount and Source

Funding for this Agreement may not exceed \$449,253.40 and is provided by the American Rescue Plan Act (ARPA). With the adoption of the Budget Ordinance (ORD 2022-053) on June 21, 2022 (AB2022-329), these funds are included in the 2022 budget. An interfund transfer is necessary to fund the purchase.



OFFICE
311 Grand Avenue, Suite 108
Bellingham, WA 98225
HABITAT FOR HUMANITY plans to leverage County funding with financing with a loan in the amount of \$636,000 from Habitat Humanity International for the purposes of land acquisition

Lincoln Street Habitat for Humanity Agreement Qualified Affordable Housing

I PARTIES

This Agreement is made by and between **Whatcom County** (hereinafter referred to as **the County**), and Habitat for Humanity (hereinafter referred to as **Subrecipient**).

II TERM

This Agreement takes effect on date of agreement, December 6, 2022, and shall continue in full force and effect until, December 31, 2028, unless extended by mutual written agreement of both Parties or terminated in accordance with Section VIII of this Agreement.

III PURPOSE

The purpose of this Agreement is to provide funding support for the acquisition of a property of the E block of Lincoln Street (parcel number 4004313724970000) in Everson, WA (hereinafter referred to as **the "Property"**) using American Rescue Plan Act ("ARPA") funds designated for promoting long-term housing security through the creation of affordable housing. These County ARPA funds will be used to complete the purchase of the Property which will be developed to include a minimum of 23 affordable homes ("Units") for households earning no more than 80% of the area medium income and another 7 homes for households earning between 80% and 130% of the area median income. (The development and construction of the affordable homes on the Property is hereinafter referred to as the "**Project**".) The Project will serve households who otherwise qualify for the U.S. Department of Housing and Urban Development HOME Investment Partnership Program.

IV PROJECT DESCRIPTION

The insufficient supply of affordable housing in Whatcom County has created housing instability for low and moderate-income households, which was exacerbated by the COVID-19 pandemic. Under this Agreement, Subrecipient will purchase land in the City of Everson as a site for the construction of 30 homes ("Units"), of which no less than 23 units will be for households earning no more than 130% of the area median income. The site is located within 1.5 miles from an elementary school, less than a mile from a middle school, and approximately four miles from the nearest high school. Bus stops and grocery stories are within a quarter mile from the site.

Subrecipient is requesting \$449,256.40 from Whatcom County to fund the purchase of the land. Subrecipient will maintain affordability of developed homes for a minimum of 50 years. A restrictive covenant will be recorded to ensure the long-term affordability of the Units.

V RECITALS

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

- A. The County has received American Rescue Plan Act (ARPA) funding. One of the goals of the ARPA is to serve impacted and disproportionately impacted groups. One of the vehicles to do so is to invest in housing and neighborhoods through affordable housing development and preservation.
- B. Under this Agreement **Subrecipient** will purchase the Property and will construct housing using the community land trust model and other best practices to guarantee long-term affordability for at least 50 years.
- C. The County will fund Subrecipient's purchase of the Property through a grant of County ARPA funds in the amount of **\$449,253.40** before the end of **2022**.
- D. Home purchasers and renters of the Units must be income eligible, in accordance with ARPA requirements described in the State and Local Fiscal Recovery Fund Final Rule and defined in Exhibit E.
- E. Subrecipient must begin construction of the Project no later than December 31, 2026. The Property may not be developed for any other purpose until such time as the Project is completed, except as may be pre-authorized in writing by the County.
- F. The Parties agree that if Subrecipient does not begin construction of the Project on or before December 31, 2026, the Subrecipient will convey all interest in the Property to the County at no cost, unless the Parties agree in writing to alternative development plans to complete the goals of the American Rescue Plan Act. If required, Subrecipient's transfer of the Property under this provision shall be completed no later than March 1, 2027.
- G. The Whatcom County Council reviewed the intent of the project to provide affordable housing and approved a grant to **Subrecipient** from the ARPA Fund in the amount of \$449,253.40.
- H. This Agreement is contingent on approval by the Whatcom County Council.

VI MUTUAL CONSIDERATION

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

A. SUBRECIPIENT RESPONSIBILITIES: Habitat for Humanity hereby agrees as follows:

- (i) If after the purchase of the Property the scope of the Project or the Project budget has materially changed, the **Subrecipient** shall provide the County the following <u>updated</u> documents: 1) a detailed description of the Project; 2) a Project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the Project, if any of the aforementioned documents materially varies from those that were submitted with the **Subrecipient's** application for funding.
- (ii) The **Subrecipient** shall be responsible for all aspects of the construction and administration of the Project.
- (iii) Subrecipient shall begin construction of the Project no later than December 31, 2026.
- (iv) ARPA ELIGIBLE EXPENSES The **Subrecipient** agrees to use the County-granted ARPA funds solely for the purchase of the Property.
- (v) The **SUBRECIPIENT** shall be responsible for all aspects of financing the Project. The County shall have no responsibility for the Project other than funding for the purchase of the Property.
- (vi) The **SUBRECIPIENT** shall provide the County with a final settlement statement for the Project, with sufficient detail, as determined solely by the County, to meet necessary audit requirements.
- (vii) The **SUBRECIPIENT** shall comply with all terms and conditions of the American Rescue Plan Act as presented in Exhibit A.
- (viii) At the time of closing for the Property, the **SUBRECIPIENT** shall record an Affordable Housing covenant to the deed in substantially the same form as attached hereto as Exhibit E.
- (ix) Beginning in the first Quarter of 2023, the **SUBRECIPIENT** shall provide a quarterly report to the County Executive, to be monitored by the Health Department including information on project funding, development timeline, and other information as deemed necessary by the County. Reports shall continue until certificates of occupancy have been received by the County for 23 affordable housing Units serving households at or below 80% of the area median income, or until such time as this requirement is terminated by the County.
- (x) Subrecipient shall take all necessary steps to ensure completed Units are individually identified on Exhibit B of the Affordable Housing Covenant prior to occupancy.
- **B. WHATCOM COUNTY'S RESPONSIBILITIES:** The County hereby agrees as follows:
- (i) COUNTY GRANT—Subject to approval of the Whatcom County Council, the County shall issue a grant to SUBRECIPIENT for up to Four Hundred and Forty-Nine Thousand and Two-Hundred and Fifty-Three dollars and Forty Cents (\$449,253.40) for the purchase of the Property described herein. This grant shall be reimbursed by County warrant drawn on American Rescue Plan Act Funds and payable to the **SUBRECIPIENT** upon approval of this agreement by the Whatcom County Council and the **SUBRECIPIENT**, and

- pursuant to the terms contained in (ii), Payout of Grant Funding, below, and in accordance with Exhibit B.
- (ii) PAYOUT OF GRANT FUNDING—The County shall pay out the grant funding to the **SUBRECIPIENT** up to a maximum of Four Hundred and Forty-Nine Thousand and Two-Hundred and Fifty-Three dollars and Forty Cents (\$449,253.40) of the total land purchase. This amount shall be paid in accordance with Exhibit B. Disbursements of grant funding shall be made contingent upon the following:
 - (iii) Execution of an Affordable Housing Covenant in substantially the same form as attached hereto as Exhibit E.
 - (iii) Execution of a Deed of Trust, in substantially the same form as attached Exhibit F, to ensure compliance with terms of the Agreement and the restrictions imposed by the Affordable Housing Covenant (Exhibit E).
 - (iii) Submission of all requested reports, project information, and other documents as requested by the County.
- (iii) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this Project from these funding sources.

VII RECORDS, REPORTS AND AUDITS

The **Subrecipient** agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the **County** and as are typically maintained and made by the **Subrecipient** in the undertaking of a project of this nature and in accordance with 2 CFR Part 200 Subpart F. All **Subrecipient** records pertaining to this Agreement and the Project work shall be retained by the **Subrecipient** for a period of five (5) years after final audit unless a longer period is required to resolve audit findings or litigation. The **County** and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the **Subrecipient** which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

VIII RELATIONSHIP OF PARTIES AND AGENTS

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

The **Subrecipient** represents that it has or will secure at its own expense all personnel, Subrecipients, and/or subcontractors required in order to perform any Project work. Such personnel shall not be employees of, or Subrecipients with the **County** for purposes of the project described herein. All such personnel, Subrecipients, and/or subcontractors shall be fully qualified (as determined by the **Subrecipient** in its sole

discretion) and authorized/permitted under State and/or local law to perform such services.

IX DEFAULT, REMEDIES UPON DEFAULT, AND TERMINATION

Event of Default-Subrecipient. Under this Agreement, An event of default shall occur upon Subrecipient's failure to keep, observe of perform any of its respective duties or obligations under this Agreement, which Event of Default shall be a default hereunder, including, without limitation: failure of Subrecipient to meet any Project deadlines provided herein.

Remedies Upon Default Including Termination of Restated Agreement. If an Event of Default occurs, the non-defaulting Party shall have all cumulative rights and remedies under law or in equity. However, neither Party shall be entitled to an award of damages for a breach. The non-defaulting Party shall be entitled, at its sole election, to terminate this Agreement or obtain specific performance of each and every obligation under this Agreement without any requirement to prove or establish that it does not have an adequate remedy at law. The defaulting Party hereby waives the requirement of any such proof and acknowledges that the non-defaulting Party would not have an adequate remedy at law for an Event of Default hereunder. The non-defaulting Party shall be entitled to restrain, by injunction, the actual or threatened commission or attempt of a default and to obtain a judgment or order specifically prohibiting a violation or breach of this Agreement without, in either case, being required to prove or establish that the nondefaulting Party does not have an adequate remedy at law. The defaulting Party hereby waives the requirement of any such proof and acknowledges that the non-defaulting Party would not have an adequate remedy at law for the occurrence of a default hereunder. The non-defaulting Party shall be entitled to draw upon or foreclose all or any part of the bonds or security provided under this Agreement or commence an action for equitable or other relief. These remedies are cumulative and in addition to all other remedies provided herein and under law or equity.

X COMPLIANCE WITH LAWS

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

XI NONDISCRIMINAITON AND EQUAL OPPORTUNITY

A. GENERAL PROVISIONS

Subrecipient shall make the Project facilities available to the public in a manner that assures fair, equal, and non-discriminatory treatment to all persons without regard to race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability. No personnel shall be refused service, be given discriminatory treatment,

be denied any privilege, use of facilities, or participation in activities on account of race, creed, color, national origin, sex, honorable discharged veteran or military status, sexual orientation; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability, nor shall any person be required to participate in any religious worship, exercise, or instruction. The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction.

B. EQUAL ACCESS TO HOUSING REGARDLESS OF SEXUAL ORIENTATION OR GENDER IDENTITY

Subrecipient shall abide by all provisions of the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identify, as set forth in 24 CFR, Parts 5 and 570. These provisions ensure that any qualified individual or family is not denied equal access to housing. In addition, the RECIPIENT shall not inquire about the sexual orientation or gender identity of an applicant for, or occupant of, housing assisted under this Agreement.

C. HOUSING PREFERENCES

Projects which have committed to limit eligibility or preference to a particular segment of the population may do so only if permitted by Fair Housing Act restrictions.

Any limitation or preference in housing must not violate nondiscrimination provisions in 24 CFR § 92.350. A limitation or preference does not violate nondiscrimination requirements if the housing also receives funding from a Federal program that limits eligibility to a particular segment of the population (e.g., the Housing Opportunity for Persons with AIDS program under 24 CFR part 574, the Shelter Plus Care program under 24 CFR part 582, the Supportive Housing program under 24 CFR part 583, supportive housing for the elderly or persons with disabilities under 24 CFR part 891), and the limit or preference is tailored to serve that segment of the population.

If the Project does not receive funding from a Federal program that limits eligibility to a particular segment of the population, the Project may have a limitation or preference for persons with disabilities who need services offered at a project only if:

- The limitation or preference is limited to the population of families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain housing;
- Such families will not be able to obtain or maintain themselves in housing without appropriate supportive services; and
- Such services cannot be provided in a non-segregated setting. The families
 must not be required to accept the services offered at the project. In
 advertising the project, the owner may advertise the project as offering
 services for a particular type of disability; however, the project must be open to
 all otherwise eligible persons with disabilities who may benefit from the
 services provided in the project.

D. TDD/TTY OR RELAY SERVICE REQUIRED

Subrecipient agrees to list a TDD/TTY or the Washington Relay telephone number on all of the written policies and documents that they make available to participants, beneficiaries, or employees, including their letterhead, materials used to market programs, and any other public document that lists a telephone number.

XII INTEREST OF MEMBERS OF THE COUNTY AND THE SUBRECIPIENT

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

XIII HOLD HARMLESS AND INDEMNITY

To the extent permitted by law and with the exception of events arising from the gross negligence or willful misconduct of the county, the **Subrecipient** shall indemnify and hold harmless the **County**, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of third-party claims, demands, actions or judgments which result from the activities to be performed by the **Subrecipient**, its agents, employees, or subcontractors pursuant to this Agreement.

XIV ASSIGNABILITY

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

XV NON-WAIVER

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

XVI CONTRACT MODIFICATIONS

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

XVII SEVERABILITY

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

XVIII NOTICES

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

TO SUBRECIPIENT:

Habitat for Humanity Attn. John Moon 1825 Cornwall Ave Bellingham, WA 98225

TO COUNTY: Tyler Schroeder, Deputy Executive

c/o Whatcom County Executive's Office

311 Grand Avenue, Suite 108 Bellingham, WA 98225

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

XIX INTEGRATION

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

XX GOVERNING LAW AND VENUE

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

XXI RECORDING

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

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

IN WITNESS WHEREOF, the County and the Subrecipient have a Agreement as of the date and year last written below.	executed this
EXECUTED, on, 2022 for Habitat for Humanity i	n Whatcom County
By: Habitat for Humanity, a Washington nonprofit corporation	
John Moon, Executive Director	
EXECUTED, on, for WHATCOM COUNTY:	
WHATCOM COUNTY	
SATPAL SIDHU	
County Executive	
APPROVED AS TO FORM	
Christopher Quinn, Prosecuting Attorney	Date

Exhibit A SUBRECIPIENT AWARD

Funding provided by U.S. Department of the Treasury grant assistance listing number 21.027 Coronavirus State and Local Fiscal Recovery Funds as authorized by Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Public Law No. 117-2 (March 11, 2021)

SUBRECIPIENT will comply with all applicable terms and conditions for Coronavirus State and Local Fiscal Recovery Funds as issued by the U.S. Department of the Treasury.

SUBRECIPIENT will cooperate with the **County** concerning any requests for information related to this Project that may be needed for the **County** to fulfill its reporting obligations to U.S. Treasury.

General information about this program can be found at:

https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds

Specific compliance requirements can be found in:

Compliance and Reporting Guidance

https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities

Final Rule (31 CFR 35)

https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

FAQs (and all subsequent updates)

https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf

These funds are subject to:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance")

Single Audit Requirements. Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.8 Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that

entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

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

- The lower tier Subrecipient certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the lower tier Subrecipient is unable to certify to any of the statements in this contract, such Subrecipient will attach an explanation to this contract.
- The Subrecipient further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Clean Air Act

- The **Subrecipient** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
- The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA funding.

Federal Water Pollution Control Act

- The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
- The **Subrecipient** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA funding.

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)

 The Subrecipient shall review regulations of the URA and ensure all necessary steps are taken prior to and subsequent to acquisition of the Project to ensure compliance.

Anti-Lobbying (certifications required for all awards and subawards of \$100,000 or more)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Subrecipients who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

Subrecipients must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient's Authorized Official
John Moon, Executive Director, Habitat for Humanity
Name and Title of Subrecipient's Authorized Official

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.

Date

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the Subrecipient and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of

- any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- (c) Exceptions.
- (1) This clause does not prohibit Subrecipients from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:
 - (i) Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
 - (d) Reporting requirement.
 - (1) In the event the Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Subrecipient is notified of such by a subcontractor at any tier or by any other source, the Subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

Exhibit B

(Financial Commitment)

Funding, in the amount of \$449,253.40 will be disbursed to Habitat for Humanity (Subrecipient) through escrow at land acquisition closing for the purchase of parcel number 4004313724970000 in Everson, WA. Funding will be provided by the American Rescue Plan Act Fund assistance listing number 21.027.

Subrecipient will send final settlement statement to:

Whatcom County Executive Office 311 Grand Ave, Suite 108 Bellingham, WA 98225

Prior to closing, the County must approve a draft settlement statement with sufficient detail to meet County requirements.

Funds will be made available by immediately upon execution of this Agreement and will be disbursed into escrow on or before December 31, 2022, for use by Subrecipient for Project acquisition expenses only. This date may be amended by mutual agreement of the County and Subrecipient.

* * * * * * * * * * * * * * *

EXHIBIT C – FEDERAL REGULATIONS FOR ARPA GRANT FUNDING

1. Use of Funds.

- a. SUBRECIPIENT understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. SUBRECIPIENT will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Maintenance of and Access to Records

- a. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- c. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 3. Conflicts of Interest. SUBRECIPIENT understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. SUBRECIPIENT and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

4. Compliance with Applicable Law and Regulations.

- a. SUBRECIPIENT agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and

- subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. SUBRECIPIENT Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii.Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

Exhibit D SUBAWARD INFORMATION

	Item Description	Contract Information
1	Subrecipient Name (Exactly as listed in DUNS):	Habitat for Humanity
	www.SAM.gov	,
2	Subrecipient DUNS Number: www.SAM.gov or	LQPQGL4CG781
	Unique Entity ID	
3	Federal Award Identification Number (FAIN):	SLFRP1195
4	Federal Award Date (from Federal contract)	March 3, 2021
5	Start and End Date of the contract:	December 6, 2022-December 31, 2028
6	Amount of Federal Funds Obligated by this action:	\$449,253.40
7	Total Amount of Federal Funds Obligated to the	\$ 449,253.40
	subrecipient by Whatcom County for this subaward	
	(current and past obligations):	
8	Total Amount of the Federal Award committed to the	\$ 449,253.40
	subrecipient through Whatcom County:	
9	Project description from Federal Award:	Sections 602(b) and 603(b) of the Social Security
		Act (the Act) as added by section 9901 of the
		American Rescue Plan Act, Pub. L. No. 117-2 (
		March 11, 2021) authorize the Department of the
		Treasury (Treasury) to make payments to certain
		recipients from the Coronavirus State Fiscal
		Recovery Fund and the Coronavirus Local Fiscal
		Recovery Fund.
10	Name of the Federal awarding agency:	United States Department of the Treasury
11	Name of the pass-through entity/entities:	n/a
12	Contact information for awarding official- (Name of	Kayla Schott-Bresler /
	County project coordinator)	kschottb@co.whatcom.wa.us
13	Contact information for awarding official- General	Whatcom County Executive / 360-778-5200
	Contact email or phone number:	
14	CFDA Number	21.027
15	CFDA Name Program Name	Coronavirus State and Local Fiscal Recovery
		Funds (CSLFRF), Coronavirus State Fiscal
		Recovery Fund (CDFRF) and Coronavirus Local
		Fiscal Recovery Fund (CLFRF)
16	Is the award Research and Development?	No
17	Indirect Cost Rate per the Federal Award	n/a
18	Federal requirements imposed on the subrecipient by	See contract terms above
	Whatcom County:	
19	Additional requirements imposed by Whatcom	See contract terms above
	County to meet its own responsibilities to the	
	awarding agency:	
20	Indirect Rate: Subrecipient approved rate or de	n/a
	minimis	
21	Access to subrecipient's accounting records and	Confirmed
	financial statements as needed.	
22	Closeout Requirements	See contract terms above

Exhibit E

Form of Covenant

WHEN RECORDED, MAIL TO:

Whatcom County Executive's Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225

ATTN: Kayla Schott-Bresler

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S INDEXING FORM

		Addi	Ltiona	l le	egal	on	Exhi	bit	"A"	of	docum	ent.			
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The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document.

DECLARATION OF AFFORDABLE HOUSING COVENANTS

PROJECT NAME

SECTION 1 — SECTION 2 — SECTION 3 — SECTION 4 — SECTION 5 — SECTION 6 — SECTION 7 — SECTION 8 — SECTION 9 — TENANT PROTECTIONS SECTION 11 — SECTION 12 — SECTION 13 — SECTION 14 — SECTION 15 — SECTION 16 —	DEFINITIONS AND INTERPRETATION RESIDENTIAL PROPERTY AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS REPORTING REQUIREMENTS SECTION 8 CERTIFICATE HOLDERS LEASE PROVISIONS SALE OR TRANSFER OF THE PROJECT TERM NO DISCRIMINATION AND SECTION 10 — COVENANTS RUN WITH LAND ENFORCEMENT ESTOPPEL CERTIFICATE AGREEMENT TO RECORD RELIANCE GOVERNING LAW NO CONFLICT WITH OTHER DOCUMENTS
SECTION 17 -	AMENDMENTS
SECTION 18 —	NOTICES
SECTION 19 -	SEVERABILITY
SECTION 20 -	CONSTRUCTION
SECTION 21 -	TITLES AND HEADINGS
EXHIBITS	

"A"	LEGAL DESCRIPTION	N OF PROPERTY
"B"	DESIGNATION OF A	FFORDABLE UNITS
"C"	CERTIFICATE OF H	OUSEHOLD ELIGIBILITY
"D"	ANNUAL PROJECT C	ERTIFICATION

DECLARATION OF AFFORDABLE HOUSING COVENANTS THORNTON STREET HOUSING

THIS	DECLARATION	OF P	AFFORDABLE	HOUSING	COVENANTS	(the
"Covenant")	is made and	enter	ed into as	s of this_	day	of
	, 20	, by	and between	een the $C\overline{O}$	UNTY OF WHAT	COM,
a Municipal	Corporation o	of the	State of	Washington	(the "Count	y");
and HABITAT	FOR HUMANITY	, a Wa	ashington :	nonprofit (corporation	(the
"Owner").						

WITNESSETH:

This Covenant is predicated upon the following facts:

- A. The Owner is the owner of property (Parcel No. 4004313724970000) located on E Lincoln Street, in Everson, Washington. Owner intends to develop said property by constructing, and selling 30 dwelling units (the "Project"), subject to County approval and such other approvals by State and local agencies as required. No fewer than 23 of the dwelling units will be affordable to households earning 80% or less than the median area income.
- B. The Owner's proposed Project shall include at least twenty-three (23) affordable housing units for Moderate-/Low-Income Households ("Eligible Households", as the term is defined below). Such affordable units shall be of such bedroom quantity and quality as are in proportion to the overall proportion of bedroom quantity and quality of all of the units in the Project.
- C. The County finds that the Project will benefit the County by providing affordable housing for Eligible Households.
- D. The Owner has indicated its willingness to accept certain conditions affecting the use of the Property. It is the purpose of this Covenant to set forth the conditions under which the County has approved the Project and to impose enforceable restrictions on the use and occupancy of the housing portion of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises aforesaid and made and relied upon by the parties hereto, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the County agree as follows:

SECTION 1 - DEFINITIONS AND INTERPRETATION

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

"Affordable Rent" means a monthly housing expense, including Utilities or an applicable Utility Allowance for tenant-paid utilities, and any expenses required by the Owner as a condition of tenancy (including but not limited to renter's insurance, pest control, sewer system capacity charges), that is no greater than the maximum allowable rents under 24 CFR Part 92.252.

"Affordable Sales Price" means a purchase price that qualifies as an affordable homeownership opportunity under 24 CFR Part 92.254.

"Affordable Units" means the number of units in the Project as selected by the Owner and as approved by the County or its Designee, as set forth in **Exhibit B**, and reserved for occupancy by Eligible Households pursuant to Section 3.

"County" means the County of Whatcom.

"Completion Date" means the date of the completion of the construction of the Project, as that date shall be certified as provided in Section 4.

"Covenant" means this Declaration of Affordable Housing Covenants between the County and the Owner.

"Eligible Household" means one or more adults and their dependents, which adults certify that they meet the qualifications for eligibility set forth below in this definition, in Section 3.F. of this Covenant, and as set forth in the Certificate of Household Eligibility attached hereto as **Exhibit C** and incorporated by reference herein, and who certify that their Household Income does not exceed the applicable maximum rent or purchase price, as set forth in this definition and Section 3.F of this Covenant, adjusted for Household Size.

"Household Income" means all income from all household members over the age of 18 residing in the household. Income consists of those items listed in **Exhibit C**, Certificate of Household Eligibility (e.g. wages, interest income, etc.). Income of dependents who reside within a household for less than four (4) months of the year will not be counted toward Household Income.

"Household Size" means the average household size assumed for purposes of calculating Affordable Rents as follows:

UNIT TYPE	AVERAGE HOUSEHOLD SIZE
Studio	1 Person
1 Bedroom	1.5 Persons
2 Bedroom	3 Persons
3 Bedroom	4.5 Persons

"Lender" means HUD/FHA, Veterans Administration ("VA"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), or another party acquiring such loan upon foreclosure of a deed of trust or mortgage ("Deed of

Trust") insured, made or held by HUD/FHA, VA, FNMA, FHLMC; or an institutional third-party lender or investor.

"Owner" means HABITAT FOR HUMANITY, a Washington State non-profit corporation, and its successors and assigns, and any surviving, resulting, or transferee entity.

"Owner Representative" means the person or persons (who may be employees of the Owner) designated from time to time to act hereunder on behalf of the Owner in a written certification furnished to the County or its Designee, containing a specimen signature of such person or persons and signed by the Owner or on behalf of the Owner by a duly authorized representative of the Owner.

"Project" means the building, structures and other improvements to be constructed on the Property, and all equipment, fixtures and other property owned by the Owner and located on, or used in connection with, such buildings, structures and other improvements and all functionally related and subordinate facilities.

"Property" means the real property which will be devoted to the Project as more particularly described in **Exhibit A** which is attached hereto, and incorporated by reference herein, and all rights and appurtenances thereunto appertaining.

"Qualified Project Period" means fifty (50) years from the Completion Date.

"Utilities" means basic residential utility services, including heat, gas, electricity, water, sewer, and solid waste and recycling services, but excluding sewer system capacity charges and telephone, internet, and television services.

"Utility Allowance" means a deduction to Affordable Rent, established by the County or its Designee, for tenant-paid Utilities.

"Whatcom County Median Income" means the median family income for the <u>Bellingham</u>, <u>Washington MSA</u> as most recently determined by the Secretary of Housing and Urban Development ("HUD") under Section 8(f)(3) of the United States Housing Act of 1937, as amended. In the event that HUD no longer publishes median family income figures for Whatcom County, the Director may estimate the Whatcom County Median Income in such manner as the Director shall determine.

SECTION 2 - RESIDENTIAL PROPERTY

- A. General Description. The Owner will acquire and construct the Project for purposes of providing housing, and the Owner shall own, manage, and operate (or cause the management and operation of) the Project to provide housing comprising a building or structure or several inter-related buildings or structures, and facilities functionally related and subordinate thereto. As used herein facilities functionally related and subordinate to the Project shall include facilities for use by the tenants, including, for example, recreational facilities, parking areas, and other facilities which are reasonably required for the Project, for example, heating and cooling equipment, trash disposal equipment, or units of resident managers or maintenance personnel.
- B. <u>Similar Quality Construction</u>. All of the dwelling units in the Project shall be constructed of similar quality, and each dwelling unit in the Project shall contain facilities for living, sleeping, eating, cooking and sanitation for a single person or a household which are complete, separate and distinct from other dwelling units in the Project and will include a sleeping area, separate bathing facility, and a cooking range, refrigerator and sink. All of the dwelling units shall meet the housing quality standards under 24 CFR Part 92.

SECTION 3 - AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS

- A. <u>Number of Affordable Units</u>. The Owner shall sell, lease or rent, or make available for sale, lease or rental, to the general public, all of the Affordable Units in the Project.
- B. Designation/Re-designation of Affordable Units. The Owner agrees to sell or rent the dwelling units designated in **Exhibit B** as Affordable Units. Units so designated shall have substantially the same equipment and amenities as other dwelling units in the Project with the comparable number of rooms. The Affordable Unit(s) shall be intermingled with all other dwelling units and shall have a unit mix comparable to the overall mix of units in the Project. The County or its Designee shall approve or deny the proposed Affordable Units based upon the criteria set forth in this section.

The Owner, from time to time, may propose to change the particular units designated as Affordable Units, provided that at all times at least 23 of all of the residential units in the Project are designated as Affordable Units, and provided that at all times the

same unit mix [and affordability mix] is retained. The Owner shall notify the County or its Designee of the proposed change in writing for the County's or its Designee's approval. The County or its Designee will review the proposed changes and shall approve or deny the proposed changes based upon the criteria set forth in this Section.

- C. Affordable Units Rent Level. The monthly rent for the Affordable Units occupied by Eligible Households shall not exceed the applicable Affordable Rents, and for each specific tenant, shall be adjusted no more than once every twelve (12) months, and in no event within the first twelve months of occupancy.
- D. <u>Affordable Sales Price</u>. The affordable sales price for the Affordable Units occupied by Eligible Households shall not exceed the applicable Affordable Sales Price.
- E. Selling and Renting Affordable Units to Eligible Households. During the Qualified Project Period, the Owner shall sell, rent or lease the Affordable Units to Eligible Households and, if at any time the Owner is unable to sell, rent or lease the Affordable Units, the Affordable Units shall remain vacant pending sale, rental or lease to Eligible Households.
- F. Equal Access to Common Facilities. Tenants in the Affordable Units shall have equal access to enjoyment of all common facilities of the Project.
- G. Qualifying Eligible Household Income for Affordable Units at Initial Occupancy and Recertification. Qualifying Eligible Household Income at time of initial occupancy may not exceed applicable income limits under 24 CFR Part 92.
- H. <u>Household Size Limits for Affordable Units.</u> The Owner shall utilize the following occupancy standards for Affordable Units:

Unit Size	Household Size
Studio	1-2 Persons
1 Bedroom	1-2 Persons
2 Bedroom	2-4 Persons
3 Bedroom	3-6 Persons

SECTION 4 - REPORTING REQUIREMENTS

- A <u>Notice of Occupancy Permit.</u> Within thirty (30) days of issuance of any final inspection or, if applicable, occupancy permits, the Owner shall notify the County's Health Department or its Designee of receipt of the first certificate of occupancy for the Project.
- R Completion of Certificate of Household Eligibility. Prior to allowing any household to occupy any Affordable Unit, the Owner shall require the prospective homebuyer or tenant to complete a Certificate of Household Eligibility that shall be substantially in the form set forth in Exhibit C. The Owner shall also undertake a good faith effort to verify the applicant's Household Income, as reported on the completed Certificate. The Owner's obligation to verify the reported Household Income shall be limited to requesting copies of and reviewing the applicant's federal income tax returns, unless the Owner has actual knowledge, or reason to believe, that the information provided by the applicant is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records that the County or its Designee may consider appropriate.
- Annual Recertification of Residents. On an annual basis, the Owner shall require all renters occupying Affordable Units to complete and return to the Owner an updated Certificate of Household Eligibility. The Owner shall undertake a good faith effort to verify the reported Household Income, as reported in the completed Certificate. The Owner's obligation to verify the Household Income shall be limited to obtaining a copy of and reviewing the tenant's federal income tax returns, unless the Owner has actual knowledge or reason to believe that the information provided by the household is materially inaccurate. In the event federal income tax returns are not available, the Owner shall verify Household Income using wage or salary statements, or other income records the County or its Designee may consider appropriate. Unless required by another public funder or Habitat for Humanity, this provision does not apply to affordable homeownership units within the project.

The Owner shall file certifications with the Web Based Annual Reporting System (WBARS) or the County or its Designee, by attachment to the Annual Project Certification required pursuant to Subsection E of this Section. The County or its Designee may investigate independently to verify certifications submitted by the

Owner.

- D. Annual Project Certification. After the Completion Date and until 90% of the units are occupied, the Owner shall, on a quarterly basis, file with the County or its Designee an Annual Project Certification, in substantially the form of **Exhibit D**. Thereafter, the Owner shall file an annual project certification through Web Based Annual Reporting System (WBARS) or, if WBARS is not available, shall file such certification annually on or before March 31st with the County, which must set forth the required information for the preceding year.
- E. Maintain Complete Records. The Owner shall maintain complete and accurate records pertaining to the Affordable Units, and shall permit any duly authorized representative of the County, including, without limitation, its Designee, to inspect the books and records of the Owner pertaining to the Affordable Units, and if applicable, incomes of Eligible Households residing in the Project. The Owner's failure to maintain such records or failure to allow examination by the County or any duly authorized representative shall constitute a default hereunder.
- F. Form of Certification. Notwithstanding anything in this Section to the contrary, unless filing certifications through WBARS, the Owner shall submit all documentation required by this Section on the forms designated herein, which may be modified by the County or its Designee from time to time. Changes to forms by the County or its Designee shall not significantly enlarge the Owner's obligations hereunder.

SECTION 5 - SECTION 8 CERTIFICATE HOLDERS

The Owner shall accept as tenants for Affordable Units, on the same basis as all other prospective households, households who are recipients of Federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, as amended. The Owner shall not apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Units by holders of Section 8 certificates.

SECTION 6 - LEASE PROVISIONS

A. It is the Owner's responsibility to screen and select homebuyers and tenants for desirability and credit worthiness.

Except as restricted in this Covenant, such selection is within the Owner's discretion. If written management policies exist, or exist in the future, with respect to the Project, the County or its Designee may review such written policies and may require changes in such policies, if necessary, so that they comply with the requirements of this Covenant.

B. All purchase and sales agreements and/or leases for Affordable Units shall contain clauses wherein each individual homebuyer or lessee: (i) certifies the accuracy of the statements made in the Certificate of Household Eligibility, (ii) agrees that the household income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, and (iii) agrees that misrepresentation in the certification is a material breach of the lease, entitling the Owner to terminate the purchase agreement or lease for the Affordable Unit.

SECTION 7 - SALE OR TRANSFER OF THE PROJECT

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof without first providing a written notice from the purchaser stating that the purchaser understands, and will comply with the Owner's duties and obligations under this Covenant. Such notice must be received by the County or its Designee at least 10 days prior to the close of escrow.

SECTION 8 - TERM

This Covenant shall become effective upon its execution and delivery and shall continue in full force and effect throughout the Qualified Project Period.

SECTION 9 - NO DISCRIMINATION AND TENANT PROTECTIONS

The Owner shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, or presence of any mental or physical handicap as set forth in RCW 49.60.030, as now existing and as may be amended, in the sale, lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

The owner shall abide by all tenant protection requirements of 24 CFR Part 92.

SECTION 10 - COVENANTS RUN WITH LAND

The County and Owner hereby declare their understanding and intent that the covenants, conditions, and restrictions set forth herein directly benefit the land (i) by enhancing and increasing the enjoyment and use of the Project by certain Eligible Households, and (ii) by furthering the public purposes of providing housing for Eligible Households.

The County and the Owner hereby declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the Owner and their successors and assigns and all subsequent owners of the Project or any interest therein, and the County and its successors and assigns, all for the Qualified Project Period. Each and every contract, deed or other instrument hereafter executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Covenant, provided however, that any such contract, deed, or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed, or other instrument.

SECTION 11 - ENFORCEMENT

- A. Enforcement Provisions. The Owner shall exercise reasonable diligence to comply with the requirements of this Covenant and shall correct any such noncompliance within sixty (60) days after such noncompliance is first discovered by the Owner or would have been discovered by the exercise of reasonable diligence, and no later than 60 days after the Owner receives notice of such noncompliance from the County or its Designee; provided however, that such period for correction may be extended by the County if the Owner is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Owner shall be in default and the County on its own behalf may take any one or more of the following steps:
- 1) By any suit, action or proceeding at law or in equity, require the Owner to perform its obligations under this Covenant, or enjoin any acts or things which may be unlawful or in violation of the rights of the County hereunder; it being recognized that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in

the event of the Owner's default;

- 2) Have access to, and inspect, examine and make copies of, all of the books and records of the Owner pertaining to the Project. Provided, however, the County or its Designee shall not divulge such information to any third party unless required by law or unless the same is necessary to enforce the County's rights hereunder; and
- 3) Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and agreements of the Owner under this Covenant.
- 4) The Owner hereby grants to the County or the Designee the option, upon Owner's default under this Covenant, and for the Qualified Project Period, to sell or lease up to 50 of the units in the Project as mutually selected by the County or its Designee and the Owner for the purpose of subleasing such units to Eligible Households, but only to the extent necessary to comply with the provisions of this Covenant. The County or its Designee may lease from the Owner the units at the Affordable Rent level less a reasonable management fee to reimburse the County or its Designee for any expenses incurred in connection with such sublease. The County or its Designee may terminate its lease of the units in the Project upon determination that the Owner is no longer in default pursuant to this Covenant. Notwithstanding the foregoing, any right of the County to lease units in the Project shall commence only after the end of any applicable compliance period under Internal Revenue Code Section 42 and any applicable extended use period required pursuant to Internal Revenue Code Section 42 and the allocation of low-income housing tax credits to the Owner.
- B. <u>Hold Harmless</u>. The Owner shall defend, indemnify, and hold the County, its officers, officials, employees, volunteers and its Designee and any other party authorized hereunder to enforce the terms of this Covenant, harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, arising out of or resulting from Owner's breach of the Covenant.
- C. <u>No Third-Party Beneficiaries</u>. The provisions of this Covenant and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Owner, the County and its Designee only and are not for the benefit of

any third party (including, without limitation, any occupants of the Project), and accordingly, no third party shall have the right to enforce the provisions of this Covenant or of the documents to be executed and delivered in connection herewith.

SECTION 12 - ESTOPPEL CERTIFICATE

The County agrees, upon the request of the Owner or its successor in interest, to promptly execute and deliver to the Owner or its successor in interest or to any potential or actual purchaser, mortgagor or encumbrance of the Project, a written certificate stating, if such is true, that the County has no knowledge of any violation or default by the Owner of any of the covenants or conditions of this Covenant, or if there are such violations or defaults, the nature of the same.

SECTION 13 - AGREEMENT TO RECORD

The Owner shall cause this Covenant to be recorded in the real property records of Whatcom County, Washington. The Owner shall pay all fees and charges incurred in connection with such recording and shall provide the County or its Designee with a copy of the recorded document.

SECTION 14 - RELIANCE

The County and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by County and the Owner. In performing its duties and obligations hereunder, the County may rely upon statements and certificates of the Owner and Eligible Households, and upon audits of the books and records of the Owner pertaining to occupancy of the Project. In performing its duties hereunder, the Owner may rely on the Certificates of Household Eligibility unless the Owner has actual knowledge or reason to believe that such Certificates are inaccurate.

SECTION 15 - GOVERNING LAW

This Covenant shall be governed by the laws of the State of Washington, except to the extent such laws conflict with the laws of the United States or the regulations of federally insured depository institutions or would restrict activities otherwise permitted in relation to the operation of federally insured depository institutions.

SECTION 16 - NO CONFLICT WITH OTHER DOCUMENTS

The Owner warrants that it has not executed and will not execute, any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

SECTION 17 - AMENDMENTS

This Covenant shall be amended only by a written instrument executed by the parties hereto or their respective successors in title, and duly recorded in the real property records of Whatcom County, Washington. Amendments to **Exhibit B** shall be considered to be approved in writing when the revised **Exhibit B** is signed by the Owner and the County or its Designee without the need for a further written document attaching the revised exhibit and striking prior versions of the exhibit. In the event of conflict between versions of **Exhibits B**, the version maintained by the County or its Designee as the thencurrent version, signed by Owner and County or its Designee, shall prevail.

SECTION 18 - NOTICE

Any notice or communication hereunder, except legal notices, shall be in writing and may be given by registered or certified mail. The notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed with postage prepaid. If given otherwise, it shall be deemed to be given when delivered to and received by the party to whom addressed. Such notices and communications shall be given to the parties hereto at their following addresses:

If to the County: Whatcom County

311 Grand Avenue, Suite 108

Bellingham, WA 98225

Attn: Kayla Schott-Bresler

If to the Owner: Habitat for Humanity

Attn. Executive Director

1825 Cornwall Ave Bellingham, WA 98225

Any party may change its address for notices upon ten (10) days prior written notice to the other parties. Legal counsel for a party may deliver notices on behalf of the represented party and such

notice shall be deemed delivered by such party.

If the Owner delivers written notice of the name and address of the investor member of Owner (the "Investor Member"), the County shall deliver a copy of any notices to Owner to the Investor Member. The Investor Member shall have the right, but not the obligation, to cure any default of Owner under this Covenant. The County hereby agrees that any cure of any default made or tendered by the County shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner. The County agrees that the Covenant will not be considered to be in default until the expiration of all contractual notice and cure periods provided to the Owner and, if applicable, to Owner's Investor Member.

SECTION 19 - SEVERABILITY

If any provision of this Covenant shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 20 - CONSTRUCTION

Unless the context clearly requires otherwise, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Covenant and to sustain the validity hereof.

SECTION 21 - TITLES AND HEADINGS

The titles and headings of the sections of this Covenant have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

[Signature page follows.]

	County:
	name Its: County Executive
Approved as to Form:	
County Attorney	
Owner:	
Habitat For Humanity in Whatcom Coun a Washington State non-profit corpor	_
By:Name:	
Title:	

IN WITNESS WHEREOF, the Owner and County have each executed this Declaration of Affordable Housing Covenants on the Date first above

STATE OF WASHINGTON } } ss.
COUNTY OF WHATCOM }
On thisday of, 20, before me, a
Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared,
known to me to be theof the COUNTY OF
, who executed the foregoing document on behalf of
said County, and acknowledged the said document to be the free
and voluntary act and deed of said County, for the uses and
purposes therein mentioned, and on oath stated that he or she was
authorized to execute said document.
IN WITNESS WHEREOF I have given under my hand and official seal
thisday of, 20
Notary Public in and for the State of Washington.
Print Name
Residing at
My commission expires

STATE OF WASHINGTON	}
COUNTY OF WHATCOM	<pre>} ss. }</pre>
the person who appeared before this instrument, on oath stathe instrument and acknowled Humanity, a Washington nonperson of such nonprofit corporate to the such profit corporate to the such	re satisfactory evidence that is one me and acknowledged that said person signed ated that said person was authorized to execute edged it as the of Habitat for rofit corporation, to be the free and voluntary pration on behalf of such company on behalf of and purposes mentioned in the instrument.
IN WITNESS WHEREOF I have	given under my hand and official seal
thisday of	, 20
Notary Public in and for of Washington.	the State
Print Name	
Residing at	
My commission expires	

EXHIBIT A

LEGAL DESCRIPTION

LOT B DAWSON-POWELL LINCOLN STREET SHORT PLAT AS REC AF 2017-0802313

EXHIBIT BDESIGNATION OF AFFORDABLE UNITS

Unit Number	Unit Type	Unit Size (sq ft)

EXHIBIT C

FORM OF CERTIFICATE OF HOUSEHOLD ELIGIBILITY

CERTIFICAT	ION OF HO	OUSEHOLD ELIGIBILI	TY
I,	, and	Ι,	, as applicants for
purchase/rental of the following annual income is	Affordable u	init, do hereby represent and	warrant that my/our adjusted
\$			
Project:	Project	Address:	
Unit # No. of Bedr	ooms:	Household size *:	Disabled: Yes / No
Household Members:			
	, Age		
	, Age		
	, Age	_	, Age
This affidavit is made with the lincome for eligibility. I/We warr is true, correct and complete bas the preceding paragraph is rea	carlier. conowledge the ant that all interest in the sed upon information and the control of the sed upon in other than the sed upon in other the search and the search are search as a search and the search are search as a search	at it will be relied upon by the formation set forth in this Central ormation I/We deem reliable, based upon such investigation.	ne County to determine maximum rtification of Household Eligibility and that the estimate contained in ation as the undersigned deemed documents required to verify the
misstatement in this affidavit v purchase or lease the unit and	vill constitut will entitle t	e a material breach of my/o he Owner to prevent or teri	g of any misrepresentation or ur agreement with the Owner to minate my/our occupancy of this eedings.
I/We do hereby swear under pen	alty of perjur	ry that the foregoing statemer	nts are true and correct.
Applicant		Applicant	
Date:		Date:	
		42	

Habitat for Humanity – Lincoln Street Contract

Mailing Address_	Phone	

INCOME COMPUTATION

"Household income" includes all items listed below, from all household members over the age of 18. Income of dependents over 18, who reside in the unit for less than four (4) months of the year will not be counted toward household income.

For the previous 12-month period, indicate income received from the following sources:

a) The full amount, before any payroll deductions, of wages, salaries, a) overtime pay, commissions, fees, tips, bonuses and other compensation for personal services, and payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay and any earned income tax credit to the extent that it exceeds tax liability; b) b) Net income from operations of a business or profession or net income of any kind from real or personal property; c) _____ c) Interest and dividends; d) The full amount of periodic payments received from Social d) Security, pensions, retirement funds, annuities, insurance policies, disability or death benefits, alimony, child support, or any similar type of periodical payments, and any regular contributions or gifts from persons not residing in the unit; e) Public assistance payments; f) Regular and special allowances and pay of a member of the Armed f) Forces who is a spouse or head of the family. \$ **TOTAL**

(NOTE: The following are not considered income: occasional, infrequent gifts of money; one-time payments from insurance policies or an inheritance settlement; scholarships or student loans for tuition, fees or books; foster child care payments; the value of Food Stamp coupons; hazardous duty pay to a member of the Armed Forces; relocation payments; assistance received under the Low Income Home Energy Assistance Program or any similar program).

EXHIBIT D

FORM OF ANNUAL PROJECT CERTIFICATION

ANNUAL PROJECT CERTIFICATION

Projec	ct:									
Addre	ess:									
	undersigned	•			· ·		annual	Reporting	Period	ending
units home	orownership hous	_percent o	f the resid	ences	in the Pro	oject				in the
b)	homeowners	s who did	not exceed	d the a	pplicable	inco	me limits	ect were pure of % or %	% of area	median income;
The	undersigned									
reside	ences in the Pro	ject were	utilized as	s Affo	rdable re	ntal h	nousing, a	as required in	the Dec	claration
of Aff	fordable Housin	ng Covena	ants, in the	follov	wing mar	nner:				
	c)							ere rented to% of area		
d)ι	ınits or	perce	ent of u	ınits in th	e Proj	ject were	rented to Ter	nants who	exceeded
	%	or	_% of are	a medi	ian incon	ne bu	twere bel	ow	% or	%
of are	a median incon	ne;								
e)	1	units or	perc	ent of	units in t	he Pr	oject wer	re rented to T	Tenants w	vho now

Habitat for Humanity – Lincoln Street Contract

	exceeu	% or % or area median income, and therefore can no id	onger be
		considered eligible for Affordab	le units;
f)	units or	percent of units in the Project are being held vacant for	eligible Tenants.
The above	e information and tha	at on the attached sheet(s) has been verified as required	l by the
Declaration	n of Affordable Housi	ing Covenants between the County of	and
Owner Org	ganization Name:		
-			
Name of C	Owner	Signature of Owner	
Date:		. 20	

ANNUAL RENTAL PROJECT CERTIFICATION (to be completed for rental units only)

PROJECT NAME		
REPORTING PERIOD:	through	

		Does Contract R	ent include:							Are residents r	equired to buy:
Electricity	Yes	Water &	Yes	Garbage?	Yes	Renter's	Yes	One Parking	Yes	Renter's	Yes
& Gas?	No	Sewer?	No		No	insurance?	No	Space?	No	insurance?	No
	For each "No" enter the Allowance or Fee below (except Renter's Insurance, if it's not required).										

				Current	Current			Max		Water & Sewer	Garbage				Current
	Tenant	Family	Move-in	Lease	нн	Unit Type	Affrd	Housing	Gas	Allowance	Allowance	Insurance	Parking		Contract
Unit #	Name	Size	Date	Date	Income*	(BRs)	Level	Expense**	Allowance	***	(or Fee)	Allowance	Fee	Max Rent	Rent
														\$0	
														\$0	
														\$0	
														\$0	
														\$0	
														\$0	
														\$0	
														\$0	

^{*} As of report date or when current lease was signed.

^{***} Maximum Housing Expenses also include water, sewer, and garbage. If these are paid for directly by the tenant (in addition to rent), the maximum rent must be reduced by the typical costs to the tenant of such utilities, or a set allowance established by the city (or ARCH).

ARCH Electric	& Gas Allowances:	Water & Sewer Allowances:
Studio		Studio
	1- bedroom	1-bedroom
	2- bedroom	2-bedroom
	3- bedroom	3-bedroom
	4- bedroom	4-bedroom
	5- bedroom	5-bedroom

Vacancy Status: The following units are vacant as of ______ and are being held vacant for eligible Tenants.

^{**} Find on "Rental and Income Guidelines."

Exhibit F

DEED OF TRUST

When Recorded Return to:

Whatcom County – Executive's Office 311 Grand Avenue, Suite 108 Bellingham, WA 98225

Attention: Kayla Schott-Bresler

↑ Reserved for Recording Purposes Only ↑

DEED OF TRUST

(For use in the State of Washington only)

Grantor(s): Habitat for Humanity, a Washington Non-Profit Corporation

Grantee(s): Beneficiary-Whatcom County; Trustee -Whatcom Land Title Company, Inc.

Abbreviated Legal: LOT B DAWSON-POWELL LINCOLN STREET SHORT PLAT AS REC AF 2017-0802313

Additional legal on page: 1-3

Assessor's Tax Parcel Number(s): 4004313724970000

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Habitat for Humanity – Lincoln Street Development

WITNESSETH: GRANTOR hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the respective interests on the following real property:

LOT B DAWSON-POWELL LINCOLN STREET SHORT PLAT AS REC AF 2017-0802313. (the "Property").

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of (a) each agreement of GRANTOR herein contained or referenced herein, (b) the Funding Agreement between the GRANTOR and BENEFICIARY dated the same date as this Deed of Trust, and (c) the Low-Income Housing Covenant executed by the GRANTOR and dated the same date as this Deed of Trust.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- 1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
- 2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby, including costs of title search, and Trustee's and attorneys' fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust as of the date of such payment.

IT IS MUTUALLY AGREED THAT:

- 1. DUE ON SALE: The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.
- 2. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 4. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 5. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense

of the sale, including a reasonable Trustee's fee and attorneys' fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

- 6. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- 7. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 8. In the event of death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein. To protect the security of this Deed of Trust, GRANTOR covenants and agrees:

	[Signatures on following Page]
Dated:	Habitat for Humanity, GRANTOR
	EXECUTIVE DIRECTOR
	51

STATE OF WASHINGTON,	
County of Whatcom) SS.)
appeared before me, and said p	is the person who erson acknowledged that he signed this instrument and and voluntary act of such party for the uses and purposes
Dated:	
	Notary Public in and for the State of Washington
	Printed Name:
	Residing at
	My appointment expires

REQUEST FOR FULL RECONVEYANCE	
Do not record. To be used only when note has been paid.	
TO: TRUSTEE.	
The undersigned is the legal owner and holder of the note and all other indebtedness secuped by the within Deed of Trust. Said note, together with all other indebtedness secured by said of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel so note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held you thereunder.	Dee aid
Dated this theday of,	
Do not lose or destroy this Deed of Trust or the Note which it secures. Both must be delivered to the Trustee f cancellation before reconveyance will be made.	or
53	
itat for Humanity – Lincoln Street Development	

MEMORANDUM TO FILE

FROM: ANN BECK, WHATCOM COUNTY HEALTH DEPARTMENT HUMAN SERVICES MANAGER

DATE: November 22, 2022

RE: AMERICAN RECOVERY PLAN ACT - DETERMINIATION OF ELIGIBLE USE for ACQUISITION

AND DEVELOPMENT OF AFFORDABLE HOUSING

Section 1: Eligible Use

The Department of the Treasury Final Rule implementing the Coronavirus State Fiscal Recovery Fund and the Local Fiscal Recovery Fund (SLFRF) established under the American Rescue Plan, allows funds to be for the purposes of affordable housing capital expenditures. Specifically, on page 6 of the Final Rule, it states that SLFRF "recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with the requirements in this final rule and the supplementary information." On page 103, the Final Rule explains "Treasury has determined that supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless, and the development of affordable housing to increase supply of affordable and high-quality living units are responsive to the needs of impacted populations, not only disproportionately impacted populations. This final rule reflects this clarification and builds on the objectives stated in the interim final rule to improve access to stable, affordable housing, including through interventions that increase the supply of affordable and high-quality living units, improve housing security, and support durable and sustainable homeownership."

The Legal and Finance Departments concur that this proposal is an eligible use of County ARPA grant funds. The proposed use of funds is summarized in Section 3 of this memo.

Federal Regulations

ARPA

Federal Register Vol 87, No 18, January 27, 2022 Rules & Regulations

https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

Under Eligible Uses on page 4365 the final rule offers guidance under section 10. *Promoting long-term housing security: affordable housing and homelessness. eligible uses for assistance to households.* In this section it states that "Treasury has determined that supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless, and the development of affordable housing to increase supply of affordable and high-quality living units are responsive to the needs of impacted populations, not only disproportionately impacted populations."

Page 4358 describes "impacted households" under the Categorical Eligibility section. In this section, the rules and regulations sates that "Treasury will recognize a household as impacted if it otherwise qualifies for any of the following programs . . . Home Investment Partnerships Program (HOME) for affordable housing programs only."

For Home Investment Partnership Program homeownership projects, household eligibility of participants is restricted to "low-income families", which are defined in 24 CFR 92.2 as "families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR 5.612." As it relates to rental assistance and rental units, should they be developed on the site, the following guidance from 24 CFR 92 Subpart E 216 will apply:

- (a) Not less than 90 percent of:
 - (1) The families receiving such rental assistance are families whose annual incomes do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger families (except that HUD may establish income ceilings higher or lower than 60 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction cost or fair market rent, or unusually high or low family income) at the time of occupancy or at the time funds are invested, whichever is later; or
 - (2) The dwelling units assisted with such funds are occupied by families having such incomes; and
- (b) The remainder of:
 - (1) The families receiving such rental assistance are households that qualify as low-income families (other than families described in paragraph (a)(1) of this section) at the time of occupancy or at the time funds are invested, whichever is later; or
- (2) The dwelling units assisted with such funds are occupied by such households.

Section 2: Summary of Impacted Community

Page 4358 of the Federal Register's Rules and Regulations document states that "low- and moderate-income households reported being housing insecure at rates more than twice as high as higher-income households and low- and moderate-income households reported housing quality hardship at rates statistically significantly greater than the rate for higher-income households". In practical terms, this means that low- and moderate-income households were less likely to be able to pay the full amount of their rent, mortgage, and/or utility bills and more likely to experience problems with their dwellings that may include pests/insects, leaking roof or ceiling, windows that are broken or cannot be shut, exposed electrical wires, broken plumbing, holes in walls, ceiling, or floor, or lack of appliances and/or phone of any kind.

In Whatcom County, the Northwest Multiple Listing Service reports that the 226 closed home sales in October of 2022 sold for a median price of \$565,000. The dearth of affordable homeownership opportunities in Whatcom County was recognized as a public health challenge in the July 2021 Community Health Impact Assessment for Whatcom County.

Section 3: Summary of Proposed Uses

This proposed use of funds will enable Habitat for Humanity to purchase land in the City of Everson on Lincoln Street (legally described as LOT B DAWSON-POWELL LINCOLN STREET SHORT PLAT AS REC AF 2017-0802313; parcel number 4004313724970000) for the purposes of developing long-term sustainable homeownership opportunities for a minimum of 23 households earning no more than 80% of the area median income. This land will be restricted by deed to ensure affordability is maintained for at least 50 years and home sale prices will comply with Home Investment Partnership Program guidelines determined by market conditions at the time of sale as outlined in <u>U.S. Code Title 42 Chapter 130</u> Subchapter 2 Part A Section 215.B.





November 29, 2022

Satpal Sidhu, County Executive 311 Grand Ave., #108 Bellingham, WA 98225

Dear Executive Sidhu,

Habitat for Humanity in Whatcom County is requesting \$449,253.40 in funding to help purchase land on Lincoln Street in Everson, Washington, tax parcel ID 4004313724970000. The land will support more than 24 permanently affordable homes for Whatcom County residents earning 80% AMI or less.

Sincerely,

John P. C. Moon Executive Director



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-719

File ID: AB2022-719 Version: 1 Status: Agenda Ready

File Created: 11/29/2022 Entered by: SWinger@co.whatcom.wa.us

Department: Finance Division File Type: Bid Award

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request approval for the County Executive to award Bid #22-58 Medical Outreach Van Modifications and enter into a contract between Whatcom County and North Point Metalworks, in the amount of \$45,096.15

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Per WCC 3.08.100(A), Public Works Equipment Services Division requests approval for the County Executive to award Bid #22-58 and enter into a contract between Whatcom County and low bidder North Point Metalworks for the modifications to a County-owned van that will be used by the Health Department for medical outreach, in the amount of \$45,096.15. Funding for this project was approved by Council in the ER&R Fund, under Supplemental ID #3715, on July 26, 2022, and appropriated on Ordinance #2022-054

HISTORY OF LEGISLATIVE FILE

Date: Acting Body: Action: Sent To:

Attachments: Staff Memo

WHATCOM COUNTY ADMINISTRATIVE SERVICES



FINANCE/ACCOUNTING

Whatcom County Courthouse 311 Grand Avenue, Suite #503 Bellingham WA 98225-4082 Brad Bennett, Finance Manager

DATE:

November 29, 2022

TO:

Tyler Schroeder, Director of Administrative Services

FROM:

Brad Bennett, AS Finance Manager

SUBJECT:

Award of Bid #22-58 Medical Outreach Van Modifications

Background & Purpose

Bids were duly advertised for the modifications to a County-owned van that will be used by the Health Department for medical outreach. Two (2) responses were received to Bid #22-58 on Tuesday, November 29, 2022, as noted in the table below.

BIDDER	TOTAL BID AMOUNT (INCLTAX)
TriVan Truck Body	\$ 102,761.60
North Point Metalworks	\$ 45,096.15

Public Works Equipment Services Division is requesting approval to award Bid #22-58, and authorization for the County Executive to enter into a contract, with North Point Metalworks, located in Custer, in the amount of \$45,096.15, including applicable sales tax.

Funding

This is a planned project, and funding was approved by Council under Supplemental ID #3715, on July 26, 2022, appropriated on Ordinance #2022-054. I concur with this request.

AS Finance Manager

Approved as recommended:
Director of Administrative Services
Date of Council Action

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT



EQUIPMENT SERVICES DIVISION

901 W. Smith Road Bellingham, WA 98226-9610 Phone (360) 778-6400 Fax (360) 778-6401

Elizabeth Kosa

Interim Director

MEMORANDUM

TO: Brad Bennett, AS Finance Manager

THROUGH: Elizabeth Kosa, Interim Public Works Director

FROM: Matt Cooper, Equipment Services Shop Crew Leader

Sandy Korthuis, Administrative Assistant

DATE: November 29, 2022

RE: Bid 22-58, Medical Outreach Van Modification

Requested Action

I am requesting County Executive and County Council approval to award bid #22-58 and enter into a contract for the modification of one new, county-owned, 2022 Ford Transit 350 High Roof Cargo Van to North Point Metalworks, in the amount of \$45,096.15.

Background and Purpose

Bids were duly advertised and submitted for the purpose of establishing firm prices for the modification of one new, county-owned, 2022 Ford Transit 350 High Roof Cargo Van to be used by the Whatcom County Health Department for medical outreach. Two bid responses were received under Whatcom County Bid #22-58 on November 29, 2022, with North Point Metalworks being the low bidder.

Funding Amount and Source

The Ford Transit 350 High Roof Cargo van was an addition to the fleet which was included on the Exhibit B Capital List, in the Equipment Rental & Revolving Fund budget for 2021. The van upfit was budgeted in 2022 under Supplemental Budget Request #3715, as approved on Ordinance 2022-054.

Recommended Action

Request approval for the County Executive and the Whatcom County Council to award bid #22-58 and enter into a contract between Whatcom County and North Point Metalworks for the medical outreach van modification in the amount of \$45,096.15.

If you have any questions or concerns please contact Matt Cooper at extension 6434 or Sandy Korthuis at extension 6415.

WHATCOM COUNTY BID OPENING RESULTS

The following information is a record of bidders and their bid totals as received at the time of the bid opening. All bids are subject to review by the requesting department and approval by the County Executive and the County Council. A formal award or rejection notice and tabulation will be issued to all participants or to any interested people once the bid has been awarded.

Bid #22-58 Medical Outreach Van Modifications

Public Works - ER&R

2:30 PM Tuesday, November 29, 2022

Bidder	Total Bid Amount (includes sales tax)
TriVan Truck Body	\$ 102,761.60
North Point Metalworks	\$ 45,096.151

¹ Sales tax rate on bid proposal incorrectly noted; amount listed on above table reflects a correction to the Total Bid Amount to include sales tax at 8.6%.

Distribution List – Pg 1/1

Medical Outreach Van Modification Whatcom County Bid #22-58

(Deadline: 2:30 PM, Tuesday November 29, 2022)

Direct all questions in writing to Garrett Reynolds, M&O Superintendent, greynold@co.whatcom.wa.us

all of the contacts provided: Matt Cooper, ES Crew Leader, mecooper@co.whatcom.wa.us

Plans & Specs: Download available at no charge from http://www.whatcomcounty.us/Bids.aspx

The Bid Opening will be held live at https://meet.goto.com/273232365. See the last page of this Distribution List for details.

Company Na	me (Alphabetical)	Primary Contact Name	Email Address	Phone Number	Comments
1 bidnet		kurt Bidnet	gbs@bidnet.com	800-677-1997	
2 Cabot Coach Builder:	s, Inc.	STEPHEN EDELMANN	steve@royalelimo.com	978-374-4530	Structural Steel Installation
3 High Level Enterprise	es, Inc.	Creasy McKinzie	creasy@hleinc.net	574-338-0905	Prime
4 IMS		Bid Research	ims_bids@construction.com	858-490-8800	
5 North America Procu	rement Council, Inc. PBC	Sarmila Pradhan	bids@napc.me	302-450-1923	
6 North Point Metalwo	orks	Derek Holmwood	derek@northpointmetalworks.com	360-366-5200	
7 Prime Vendor Inc.		Bid Clerk	primevendor123@gmail.com	910-805-9630	
8 PWXPress		Mary Miller	bids@pwxpress.com	408-676-8941	Plan Center
9 Quality Vans and Spe	cialty Vehicles	dave rabuck	dave@qualityvans.com	480-464-7007	
10 TriVan Truck Body		Caleb Hicks	caleb@trivan.com	360-746-9741	
11 visualinfomedia		sivakumar n	techzone@visualinfomedia.com	347-480-1475	

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Medical Outreach Van Modification BID RESPONSE FORMS

The bidder hereby acknowledges that they have read and understand all the equipment specifications and bidding requirements. The bidder also acknowledges that any bid submitted which does not meet the minimum specifications shall be deemed unresponsive and rejected on that basis.

Unless otherwise stated, wherever in this solicitation an item is described by using a trade name, model number, catalog number, manufacturer name, or vendor name, it is intended that the words, "or equivalent/comparable substitution" apply. If a bidder proposes an alternate item, it must be clear, and include a complete description of the proposed alternate.

Printed literature and specifications describing equipment as offered <u>must be</u> included with the bid proposal. Any recent changes and features offered as standard or required for the intended use of the specified equipment will be supplied. All accessories required by these specifications shall be identical in quality and design to those normally supplied and installed for sale through regular commercial channels.

Complete and include all pages of the Bid Response Form, References, Requested Brochures and Copies of Warranties. Print (in ink) or type all information on the Bid Response Forms, with exception to the signature field. Bidder may attach additional pages for comments on Minimum Specifications. Clearly reference to the applicable specification. For: Medical Outreach Van Modification Submit Sealed Bids Before: 2:30 PM, Tuesday, November 29, 2022 Deliver Bids To: Administrative Services Finance/Purchasing 311 Grand Avenue Suite 503; Bellingham WA 98225 F.O.B. Pickup and Delivery Point: Whatcom County Central Shop 901 W. Smith Road; Bellingham WA 98226-9610 Price \$41,525 Sales Tax @ 6.5 % \$ 2,699.13 TOTAL BID \$ 44,224.13 Prompt Payment Discount Offered Days to Deliver After Receipt of Order Warranty Offered at No Additional Cost See Attatched Please use additional pages if necessary. Warranty Period 3 Year Warranty Coverage EXPress Written BIDDER IDENTIFICATION Point Metalworks Company Name Address Submitted By - Owner Deck Kolnuce Phone (360) 366-5200 Signature Email derek Drorth point metalworks. com

Medical Outreach Van Modification BID RESPONSE FORMS

Description: Modification of one new, county-owned, 2022 Ford Transit 350 High Roof Cargo Van to be used by the Whatcom County Health Department for medical outreach.

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS? YES – NO – COMMENT
GENERAL REQUIREMENTS:	
Interior of van space is divided up into (2) rooms: the forward room being for office/staff use, the rear room is for equipment/supplies storage area with an external customer-service door. Upfit by contractor on a county-supplied Ford Transit Full Size Cargo Van with High Roof. Upfit to include insulation of body walls and ceiling, and lining the full interior with painted aluminum. Includes HVAC ducting of OEM auxiliary heater and auxiliary A/C for optimal air distribution. All work counters and overhead cabinets are constructed of lightweight, heavy-duty aluminum with travel-safe latches and spring style door hold opens. Forward van interior area includes a long standup work counter and a single jump seat. Rear van interior area includes an HVAC cabinet and overhead cabinets. Very rear of van also includes an open-faced storage cubicle to accommodate (2) 12'x12'x66" pop up shelters. Storage brackets for up to (4) collapsible chairs and (1) 72"x30" table. One forward cab partition is required as part of this upfit, described in this bid, to separate cab seating area from rear cargo area. No generator required. The County will supply all chairs, tables, tents, and office chairs separately. All power to come through a pure sine waver inverter. LED ceiling lighting and an exterior power awning (off the passenger side roof only) are included. (5) interior outlets (with built in USB ports) are included. Spray on bed liner applied to full floor and 12" up the sides. Graphics are not part of this quotation. All bidders must include cost of pickup of bare van and delivery of completed van, with weight slip, to and from Whatcom County Public Works, 901 W. Smith Road, Bellingham, WA.	Yes
TRANSIT VAN PREPARATION REQUIREMENTS:	
Prepare county-supplied Ford Transit High Roof T350 Van for pre-wiring, prep for interior lining and supply anchor points for installation of partitions and counters, etc. Includes removal of cab area headliner to run all necessary lines and wiring.	Yes
2022 FORD TRANSIT VAN INFORMATION:	•
2022 Ford Transit 350 High Roof Cargo Van, High Roof, Extended Length, single slider side door, 3.7L gas engine, 148" wheelbase, ordered with HD dual batteries (70A/hours and AGM) Ordered with option 57G (rear auxiliary heat and A/C). Successful upfitter to pick up bare van from and drop off completed van at Whatcom County Public Works, 901 W. Smith Road, Bellingham, WA	Yes
INSULATION AND LINING REQUIREMENTS:	
1" urethane spray-foam insulation in exterior walls and ceiling of Transit van, as space allows. No insulation sprayed in rear doors or side slider doors. The County will not accept batt insulation or any type of settling, absorbent type insulation.	Yes
INTERIOR LINING: WALL AND CEILING REQUIREMENTS:	
Full interior walls and ceiling of the Ford Transit cargo van to be lined in 14ga aluminum, pre-painted white. Rear doors and slider side doors do not need to be lined. All paneling is to be professionally installed by contractor using double-side tape or with removable fasteners, and will follow the tapering contours of the Transit van interior. All interior lining must also include aluminum trim work between wall/ceiling joints.	Yes

Medical Outreach Van Modification BID RESPONSE FORMS

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS? YES - NO - COMMENT
STEP BUMPER REQUIREMENTS:	
Supply and install a 10" deep Grip Strut step bumper, anchored to chassis frame. Bumper design to be painted Ford Oxford White. Step design that incorporate a HitchSafe combination slide safe on the right-hand-side.	Yes
PARTITION REQUIREMENTS:	7 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Supply and install (1) front partition (with center opening) to separate cab seating area from the cargo area. Tubular aluminum construction, anchored to floor and ceiling. Painted light grey.	
The side panels of this partition are to contain full ventilation holes. The right-side panel of the partition to contain an area to house the light switches, the awning controls, and the firetruck style grab handle. The design of this partition shall include the necessary reinforcement to suit the installation of a folding jump-seat.	Yes
FLOORING REQUIREMENTS:	
Spray on bedliner (black) applied by the contractor on the full floor of van (from cab guard wall back) and up the side walls to match the height of the wheel-wells. This shall include a full 3/4" plywood subfloor installed below the bedliner. The bedliner shall also be sprayed in the full stepwell area of the curbside slider door.	Yes
SEATING: JUMP SEAT REQUIREMENTS:	
Supply and install an auxiliary seating position to suit (1) person, including spring-folding seat rest. No seat belt required, no back-rest. Seating position is rear-facing, and is secured and reinforced to the cab-partition, nearest to the slider door. Upholstery shall be black vinyl.	Yes
RECESSED HANGER HOOKS REQUIREMENTS:	
Supply and install (4) wall-mounted spring-retracting folding chrome hanger hooks (2 per room, as space permits) for clients and staff use.	Yes
INTERIOR SHELVING, CABINETRY, COUNTERS AND WORK SPACE REQUIREMENTS:	
All contractor-added cabinetry, counters, shelves and interior upfitting shall be aluminum and painted light gray. All cabinetry must match the curvature of the van interior and shall be anchored appropriately into the van wall structures ribs and attachment points.	Yes
DRIVER SIDE: OFFICE/STAFF AREA REQUIREMENTS:	
Supply and install (1) standup height aluminum work counter along driver side interior wall very front. Counter is constructed of 1/4" aluminum plate with brushed Formica finish. Includes (1) fixed shelf below and (1) battery and electrical storage area. (1) mid-height fixed lower shelf (with lip) shall be provided (approx. 60"Lx24"Dx42"H).	Yes
OVERHEAD CABINET REQUIREMENTS:	
(4) side by side painted white aluminum overhead cabinets (with full width Austin lift-n-latch handle) to be installed along upper driver side wall, each approx. 30"Wx16"H. each overhead cabinet includes stainless hinges and a spring hold-open device.	Yes

Medical Outreach Van Modification BID RESPONSE FORMS

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS? YES – NO – COMMENT
FOLD-DOWN INTERVIEW TABLE REQUIREMENTS:	
Supply and install (1) fold up interview counter/table/work surface on driver side interior wall, folds up against wall to store, with single drop-leg. Includes provision to anchor it snug against driver side interior wall when in stored position.	Yes
12V ELECTRICAL PANEL & CABINET REQUIREMENTS:	
Supply and install a Blue Sea brand 12v elect service panel and a custom aluminum hinged cabinet above the standup work counter (to house the Blue Sea service breaker panel system) and the inverter controller. Cabinet to be painted white to match overhead cabinets.	Yes
HVAC CABINET REQUIREMENTS:	4
Supply and install a custom vented HVAC cabinet around Ford OEM option 57G (auxiliary AC unit) including ducting as necessary to other parts of the van for HVAC air distribution.	Yes
WALL D-RINGS REQUIREMENTS:	
Supply (4) adequately sized wall mount D-rings for office chairs to secure against (2 per each side of the fold-down interview table).	
TABLE/CHAIR STORAGE SYSTEM REQUIREMENTS:	
Immediately to rear of the curbside slider door, supply and install aluminum brackets and storage accommodation for (1) 72"x30" (approx. dimensions) plastic collapsible table plus up to (4) collapsible upholstered chairs. The table/chair retention system shall be designed for secure transit of these items and keeping them completely out of the way when they are in the stored position.	Y es
TENT SHELTER STORAGE COMPARTMENT REQUIREMENTS:	
Supply and install (1) enclosed storage cubicle (open on one end) above PS wheel-well for storage of (2) 12'x12'x66" length popup tents laying down flat. This compartment to be positioned along passenger side interior wall aluminum construction, painted white. Open on one end only (by rear doors of the van). The top of this long compartment to feature a built-in counter on top of it (directly below the aluminum serving door, see next section).	Ye5
CUSTOMER SERVING DOOR REQUIREMENTS:	
Supply and install (1) aluminum custom serving door, custom built to suit installation in High Roof Transit Van Extended Length. Painted black inside and out. Door design allows it to be slammed close from the inside. Door opens out with a central paddle handle with dual rotary latches (and striker posts). Includes (2) custom machined hinges, a laser cut mesh screen with Lexan viewing port (18"x18"), (1) single center paddle latch with dual rotary latches (installed). This serving door is to be located on the passenger side exterior of the van, in the rear room. Gas struts hold the door open allowing at least 6'2" head clearance outside the	V
van. The latch system used in this van shall meet FMVSS-206 safety standards.	Yes

Medical Outreach Van Modification BID RESPONSE FORMS

HVAC DUCTING REQUIREMENTS: Supply and install custom aluminum ducting cabinet to surround and house the OEM Ford option 57G (auxiliary heating and air conditioning option) into the cargo area of the van. All heating and air conditioning inside this van requires the engine to be running and are controlled by the overhead console controls in the cab. 12V ELECTRICAL: AUXILIARY BATTERY REQUIREMENTS: The supplied Ford Transit van will come factory-equipped with (2) batteries. The contractor is to add (2) deep cycle Group 31 batteries (to power the inverter and the cargo area's power functions: lighting, plugs, awning, inverter). The extra batteries are to recharge through a charger system whenever the van is running and whenever the van is plugged into shore power. 12V ELECTRICAL: BATTERY DISCONNECT REQUIREMENTS: Includes (1) master disconnect switch in cab, near driver seat (cutting off all power from the (2) house batteries). Allows the house batteries to recharge whenever van engine is running and whenever shore power inlet is plugged in and being utilized. 110V ELECTRICAL: INVERTER REQUIREMENTS: Supply and install (1) 110v, pure sign wave, 2,000 Watt inverter w/ built-in charger and transfer switch. This unit will power up (5) interior 110V outlets inside the van. 110V ELECTRICAL: SHORE INLET REQUIREMENTS: Supply and install a basic 15A weatherproof shore power inlet (to bring shore power into the van from extension cord). This will allow the house battery to recharge each time the truck is parked and not being used. 110V ELECTRICAL: OUTLETS REQUIREMENTS: Supply and install (5) 110V interior outlets (2 in front room, 2 in rear room, 1 extra, as space allows) each with built-in USB charge outlets.	-
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The supplied Ford Transit van will come factory-equipped with (2) batteries. The contractor is to add (2) deep cycle Group 31 batteries (to power the inverter and the cargo area's power functions: lighting, plugs, awning, inverter). The extra batteries are to recharge through a charger system whenever the van is running and whenever the van is plugged into shore power. 12V ELECTRICAL: BATTERY DISCONNECT REQUIREMENTS: Includes (1) master disconnect switch in cab, near driver seat (cutting off all power from the (2) house batteries). Allows the house batteries to recharge whenever van engine is running and whenever shore power inlet is plugged in and being utilized. 110V ELECTRICAL: INVERTER REQUIREMENTS: Supply and install (1) 110v, pure sign wave, 2,000 Watt inverter w/ built-in charger and transfer switch. This unit will power up (5) interior 110V outlets inside the van. 110V ELECTRICAL: SHORE INLET REQUIREMENTS: Supply and install a basic 15A weatherproof shore power inlet (to bring shore power into the van from extension cord). This will allow the house battery to recharge each time the truck is parked and not being used. 110V ELECTRICAL: OUTLETS REQUIREMENTS: Supply and install (5) 110V interior outlets (2 in front room, 2 in rear room, 1 extra, as space allows) each with built-in USB charge outlets.	
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allows) each with built-in USB charge outlets. Yes 12V ELECTRICAL: INTERIOR LIGHTING REQUIREMENTS:	
Supply and install (8) interior LED cardo lights E.E. and a supply and install (8) interior LED cardo lights E.E.	
Supply and install (8) interior LED cargo lights, 5.5" round, on van cargo ceiling. All lights are to be on one single switch located at the side slider door. Lights are 3-position lights (Low-Off-High) Maxxima or Whelen.	
12V ELECTRICAL: SCENE LIGHTING REQUIREMENTS:	
Supply and install (5) exterior LED Whelen PELCC scene lights on exterior of van: (3) on passenger side upper wall (below awning), (2) at rear top corners of van exterior. All lights are to be on one single switch located at the side slider door.	
12V ELECTRICAL: POWER AWNING (PASSENGER SIDE) REQUIREMENTS: On top of passenger side exterior of van, supply and install (1) 12V powered a Fiamma Brand (or equivalent/comparable substitution), F65 Eagle Promaster 319 — roof mount, 12v motorized, self-supporting, white, (10'6" length) 8'2" extension awning. Switch controls installed at the curbside slider entry door. Awning must incorporate a wind sensor with autoretract feature.	

Page 8 of 10 - Whatcom Co. Bid #22-58

Medical Outreach Van Modification BID RESPONSE FORMS

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS? YES – NO – COMMENT
GRAB HANDLE REQUIREMENTS:	
Supply and install (1) large extruded polished aluminum grab handle tube, with rubber grip inserts and end-stanchions. Shall be installed vertically on the forward edge of the cab partition, reinforced as necessary for assisting occupants up to 400 lbs.	Yes
PAINT REQUIREMENTS:	
All lining (walls and ceiling) are to be painted light gray, PPG acrylic gloss urethane.	
Ceiling liner and partition (rear-facing side) is to be painted light gray.	
Bedliner is black.	Yes
MANUALS AND DOCUMENTATION REQUIREMENTS:	
A full training video on the operation of the van conversion upfit to be provided in the form of a private YouTube video link for customer, at time of delivery to Whatcom County.	
Vehicle is to be weighed with a full tank of fuel and delivered with an operator's manual and all OEM manuals included (HVAC ducting, lighting, Blue Sea, etc.).	Yes

Whatcom County Bid #22-58 Medical Outreach Van Modification BID RESPONSE FORMS

REFERENCES:			
Please provide the fol	lowing reference information if you <u>have not</u> done business with Whatcom County in the past three years.		
Name:	Auto-Direct Solutions		
Address:	605 sunset park dr ste S, Sedro Woolley, WA 98284		
Contact Name:	Cody Anderlini		
Phone Number:	(360) 770-1285		
Fax Number:			
Email:	Cody Dauto-direct.com		
Name:	Greg Hamilton Racing		
Address:	9970 Pulver RD Burlington, WA 98233		
Contact Name:	Greg Hamilton		
Phone Number:	(360) 708-6579		
Fax Number:			
Email:	ghamilton 2015@ gmail. com		
Name:	Wilson's Furniture		
Address:	5080 Pacific Huy, Ferndale, WA 98248		
Contact Name:	Justin Brester		
Phone Number:	(360) 961-0858		
Fax Number:			
Email:	Justin Dwilsonshome Eurnishings. com		



Warranty

Warranty of the medical outreach van modification includes all modifications made by North Point Metalworks The modification itself shall be free from any defects, or poor-quality workmanship. North Point Metalworks warrants the conversion of the vehicle chassis and all parts manufactured by North Point Metalworks and added to the vehicle chassis during the conversion process will be free from defects in material and workmanship under normal use and service for a period of the lesser of three (3) years or thirty-six thousand (36,000) miles from the acceptance date (listed below) of the conversion from North Point Metalworks. Should a North Point Metalworks conversion or manufactured and installed part be found to be defective within the warranty period, subject to the terms of this warranty North Point Metalworks will repair or replace the defect or defective part at North Point Metalworks cost and option.

This warranty does not apply to any of the following: any portion of the vehicle or its systems that was not modified by North Point Metalworks or is/was subject to manufacturer warranty; damage resulting from collision; defects resulting from misuse, neglect, improper maintenance, abuse, or repairs not authorized by North Point Metalworks. Defects caused by modification of the vehicle or the conversion by anyone other than North Point Metalworks, or attempted repair or replacement of any warrantied item or condition without prior written approval from North Point Metalworks.

X	
Acceptance Date	
X	X
Derek Holmwood (North Point Metalworks)	Owner (recipiant of van)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-387

File ID:

AB2022-387

Version:

Status: Adopted

File Created:

06/29/2022

Entered by:

MCaldwel@co.whatcom.wa.us

Department:

Finance Division

File Type:

Ordinance

Assigned to:

Council Finance and Administrative Services Committee

Final Action: 07/26/2022

Agenda Date:

07/26/2022

Enactment #: ORD 2022-054

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2022 Whatcom County Budget, request no. 10, in the amount of \$4,085,565

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #10 requests funding from the General Fund:

- 1. To appropriate \$257,181 in Health to fund Youth Cannabis and Tobacco Prevention programs from grant proceeds.
- 2. To appropriate \$85,563 in Sheriff to fund Axon body worn cameras and interview room cameras software maintenance agreement.
- 3. To appropriate \$2,500 in Sheriff to fund increase in Recreational Boating Safety program from grant proceeds.
- 4. To appropriate \$48,476 in Non Departmental to fund What-Comm E911 Ops program from pass-through grant proceeds.
- 5. To appropriate \$250,000 to fund Ukrainian Refugee Stabilization program from grant proceeds.

From the Road Fund:

6. To appropriate \$2,000,000 in Maintenance & Operations to fund emergency flood work associated with Nov-Dec 2021 weather events.

From the Whatcom County Jail Fund:

- 7. To appropriate \$12,000 to fund livescan fingerprint machine replacements.
- 8. To appropriate \$7,000 to fund Forest Service work crew truck transmission rebuild from grant proceeds.

Whatcom County Printed on 7/27/2022 Page 1

9. To appropriate \$1,200,000 to fund jail beds in Snohomish County.

From the Behavioral Health Program Fund:

10. To appropriate \$98,269 to fund two full-time employees for the Whatcom Co-Responder program from grant proceeds and record labor pool adjustments.

From the Equipment Rental and Revolving Fund:

11. To appropriate \$93,676 to fund medical van upfit.

From the Administrative Services Fund:

12. To appropriate \$30,900 in Facilities to fund miscellaneous additional expenditures.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:		Action:	Sent To:
07/12/2022	Council		INTRODUCED AS AMENDED	Council Finance and Administrative Services Committee
	Aye:	7	Buchanan, Byrd, Donovan, Elenbaas, I	Frazey, Galloway, and Kershne
	Nay:	0		
	Absent:	0		
07/26/2022	Council Finance and Administrative Services Committee		RECOMMENDED FOR ADOPTION	
	Aye:	3	Byrd, Frazey, and Kershner	
	Nay:	0		
	Absent:	0		
07/26/2022	Council		ADOPTED	
	Aye;	6	Buchanan, Donovan, Elenbaas, Frazey	, Galloway, and Kershner
	Nay:	0		
	Absent:	1	Byrd	

Attachments:

Amended Ordinance, Amended Summary, Amended Supplemental Requests, Original Proposed Ordinance, Original Supplemental Summary, Original Supplemental Requests

PROPOSED BY: <u>Executive</u> INTRODUCTION DATE: 07/12/2022

ORDINANCE NO. 2022-054 AMENDMENT NO. 10 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				
Health	257,181	(257,181)		
Sheriff	88,063	(2,500)	85,563	
Non Departmental	48,476	(48,476)		
Total General Fund	393,720	(308,157)	85,563	
Road Fund - M&O	2,000,000		2,000,000	
Whatcom County Jail Fund	1,219,000	(7,000)	1,212,000	
Behavioral Health Program Fund	98,269	(98,269)	-	
Equipment Rental & Revolving Fund	93,676	(45,000)	48,676	
Administrative Services Fund - Facilities	30,900		30,900	
Total Supplemental	3,835,565	(458,426)	3,377,139	

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit C – Position Control Changes in the 2021 – 2022 Budget Ordinance should also be amended to provide for the following FTE changes:

Add two Behavioral Health Specialists in Health

ADORTED TO SEAN CLAY OF JULY	, 2022.
HATCO	WHATCOM COUNTY COUNCIL
ATTEST: O COUNT	WHATOOM COUNTY, WASHINGTON
Dana Brown DavishOburcil Clerk	Todd Donovan, Chair of Council
APPROVED AS TO FORM	Approved () Denied
Approved by email/C Quinn/M Caldwell	Salfal Side
Civil Deputy Prosecutor	Satpal Sidhu, County Executive Date: July 78th, 2027

WHATCOM COUNTY				
Summary of the 2022 Supplemental Budge	et Ordinance No. 10			
Departmen//Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balarice (Increase) Decrease
General Fund				
Health	To fund Youth Commercial Tobacco Prevention program from grant proceeds.	25,181	(25,181)	
Health	To fund Youth Cannabis and Tobacco Prevention program from grant proceeds.	232,000	(232,000)	
Sheriff	To fund Axon body worn cameras and interview room cameras software maintenance agreement.	85,563	æ	85,563
Sheriff	To fund increase in Recreational Boating Safety program from grant proceeds.	2,500	(2,500)	
Non Departmental	To fund What-Comm E911 Ops program from pass-through grant proceeds.	48,476	(48,476)	
Total General Fund		393,720	(308,157)	85,563
Road Fund - M&O	To fund emergency flood work associated with Nov-Dec 2021 weather events.	2,000,000	×	2,000,000
Whatcom County Jail Fund				
Bureau of Corrections	To fund livescan fingerprint machine replacements.	12,000	22	12,000
Bureau of Corrections	To fund Forest Service work crew truck transmission rebuild from grant proceeds.	7,000	(7,000)	
Bureau of Corrections	To fund jail beds in Snohomish County	1,200,000	24	1,200,000
Total Whatcom County Jail Fund		1,219,000	(7,000)	1,212,000
Behavioral Health Program Fund	To fund two full time employees for the Whatcom Co-Responder program from grant proceeds and record labor pool adjustments.	98,269	(98,269)	
Equipment Rental & Revolving Fund	To fund medical van upfit.	93,676	(45,000)	48,676
Administrative Services Fund - Facilities	To fund miscellaneous additional expenditures.	30,900		30,900
Total Supplemental		3,835,565	(458,426)	3,377,139

Supplemental Budget Request

Public Works	Equipment Services		
Supp'l ID # 3715 Fund 501	Cost Center 501100	Originator: Randy Rydel	
Expenditure Type: One-Time	Year 2 2022 Add'l	FTE Add'I Space Priorit	ty 1
Name of Request: Medical Va	an Upfit		
x in Hy	0	6/17/22	2
Department Head Signatu	re (Required on Hard Co	py Submission) Da	ate

^		4-	
	95	ıs.	

Object	Object Description	Amount Requested
7410	Equipment-Capital Outlay	\$93,676
8301 Operating Transfer In		(\$45,000)
Request Total		\$48,676

1a. Description of request:

We are requesting expenditure authority for customization work that is necessary to be able to provide medical services in a manner that is safe for both staff and clients in inclement weather.

This includes:

Install interior lining: wall and ceiling

Vaccine refrigerators

Electrical: inverter/shore inlet/12v system/interior and exterior lighting system

Wall mount secure storage cabinets

Install partition areas for interviews and provision of medical services

Flooring

Some of the customization work will be subcontracted out. The overall customizatin expense is anticipated to be approximately \$93,675

1b. Primary customers:

Primary customers are people who inject drugs (PWID) living in Whatcom County as well as their close contacts (household and sexual partners). The van could also be used for disaster outreach such as mass vaccination clinics in rural Whatcom County.

2. Problem to be solved:

Reuse of dirty injection equipment causes spread of disease Current program model is exceeding capacity at the stationary site on State St Not reaching residents in need of services in outlying parts of the county

3a. Options / Advantages:

Expanding services at the current site will not engage people throughout Whatcom County. We have considered submitting a proposal to purchase our own van, however initiating a pilot project in 2019 using a rental vehicle allowed us to assess need and best model before investing in a vehicle. Setting up an additional stationary site would be cost prohibitive as it would not be used most of the week.

3b. Cost savings:

We are preventing long range health care expenses for infections related to injection drug use and chronic Hepatitis C and HIV. There is additional benefit of engagement in referrals to care such as housing and substance use disorder treatment.

An extended hospital stay for endocardititis or osteomyelitis ranges from \$180,000 to \$200,000. http://journals.plos.org/plosone/article?id=10.1371/journal.pone.0129360

Friday, June 17, 2022

Rpt: Rpt Suppl Regular

Status: Pending

Supplemental Budget Request

Public Works		Equipment Services			
Supp'l ID # 3715	Fund 501	Cost Center 501100	Originator:	Randy Rydel	

Status: Pending

Treating one case of Hepatitis C ranges from \$26,000 to \$84,000 depending upon the specific genotype of the Hepatitis C infection

4a. Outcomes:

Success will be measured with quarterly performace management - by the number of needles collected and clients engaged in harm reduction and other health services. For the long-term, we anticipate a reduction in transmission of Hepatitis C and other blood borne pathogens, as well as an increase in chemical dependency services accessed by the syringe services population.

4b. Measures:

Through quarterly performance measures, success will be assessed by the number of unique clients served, referrals made and number of needles exchanged.

5a. Other Departments/Agencies:

Public Works

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

John De Lappe and Matt Cooper

6. Funding Source:

Health Department Transfer in and previous Health Department transfer from 2019.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-720

File ID: AB2022-720 Version: 1 Status: Agenda Ready

File Created: 11/30/2022 Entered by: DBrown@co.whatcom.wa.us

Department: Council Office File Type: Resolution

Assigned to: Council Finance and Administrative Services Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Resolution certifyingWhatcom County's property tax levies for collection in 2023 to the County Assessor

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Pursuant to the provisions of RCW 84.52.070, it is the duty of the Whatcom County Council to certify to the County Assessor the amount of taxes levied upon the property in the County for County purposes and the respective amounts of taxes levied by the board for each city, town and taxing district within or coextensive with Whatcom County in 2021, for city, town, or district purposes.

HISTOR	HISTORY OF LEGISLATIVE FILE					
Date:	Acting Body:	Action:	Sent To:			

Attachments: Proposed Resolution

PROPOSED BY: <u>CLERK OF THE COUNCIL</u> INTRODUCED: DECEMBER 6, 2022

CERTIFYING WHATCOM COUNTY'S PROPERTY TAX LEVIES FOR COLLECTION IN 2023 TO THE COUNTY ASSESSOR

WHEREAS, pursuant to the provisions of RCW 84.52.070, it is the duty of the Whatcom County Council to certify to the County Assessor the amount of taxes levied upon the property in the County for County purposes and the respective amounts of taxes levied by the board for each city, town and taxing district within or coextensive with Whatcom County in 2022, for city, town, or district purposes.

NOW, THEREFORE, BE IT RESOLVED, the Whatcom County Council hereby certifies to the Whatcom County Assessor the respective amounts of taxes levied by Whatcom County as outlined in Exhibit A to this resolution.

BE IT FURTHER RESOLVED, in making such certification the Council is relying on information provided by the Whatcom County Finance Department and adopted by Council through various ordinances.

BE IT FINALLY RESOLVED, should the valuation change significantly, the County Assessor, with permission of the taxing district, is hereby authorized to adjust the amount of taxes levied, upon written notification to the Whatcom County Council.

APPROVED this day of	, 2022.
ATTEST:	WHATCOM COUNTY COUNCIL WHATCOM COUNTY, WASHINGTON
Dana Brown-Davis, Clerk of the Council	Todd Donovan, Council Chair
APPROVED AS TO FORM:	
Civil Deputy Prosecutor	

EXHIBIT A

Below please find the property tax levies to be certified. The ordinances and resolutions authorizing the levying taxes are as noted below. All were adopted on November 22, 2022.

DISTRICT	REGULAR LEVY	REFUND AMT. INCLUDED	Ord / Res#
General Fund			
Road Fund			
Countywide EMS Fund			
Flood Control District			
Conservation Futures Fund			



Attachments:

Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-713

File ID:	AB2022-713	Version:	1	Status:	Agenda Ready	
File Created:	11/28/2022	Entered by:	AReynold@co.whatcom.wa.us			
Department:	County Executive's Office	File Type:	Report			
Assigned to:	Council Public Work	ks & Health Cor	mmittee	Final Act	tion:	
Agenda Date:	12/06/2022			Enactme	nt #:	
TITLE F	Primary Contact Email: EKosa@co.whatcom.wa.us TITLE FOR AGENDA ITEM: Report from the Public Works Department					
<u>SUMMA</u>	RY STATEMENT OR	LEGAL NOT	TICE LANGUAGE:			
Public Works Quarterly report to Council						
HISTORY	OF LEGISLATIVE F	FILE	-			
Date: A	Acting Body:		Action:	Sent To:		



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-649

File ID: AB2022-649 Version: 1 Status: Agenda Ready

File Created: 11/03/2022 Entered by: CBuzitis@co.whatcom.wa.us

Department: Public Works File Type: Discussion

Department

Assigned to: Council Public Works & Health Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Discussion involving stop sign ordinances on various roads

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See memos please

HISTORY OF LEGISLATIVE FILE			
Date:	Acting Body:	Action:	Sent To:

Attachments: Memo, Ordinance_Detour Drayton, Memo, Ordinance_Traffic Bay Rd, Memo, Ordinance_Traffic

Bay Valley, Memo, Ordinance_Stop Drayton, Memo, Ordinance_Traffic Harksell

Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director Cak

From: James P. Karcher, P.E., County Engineer PK

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.

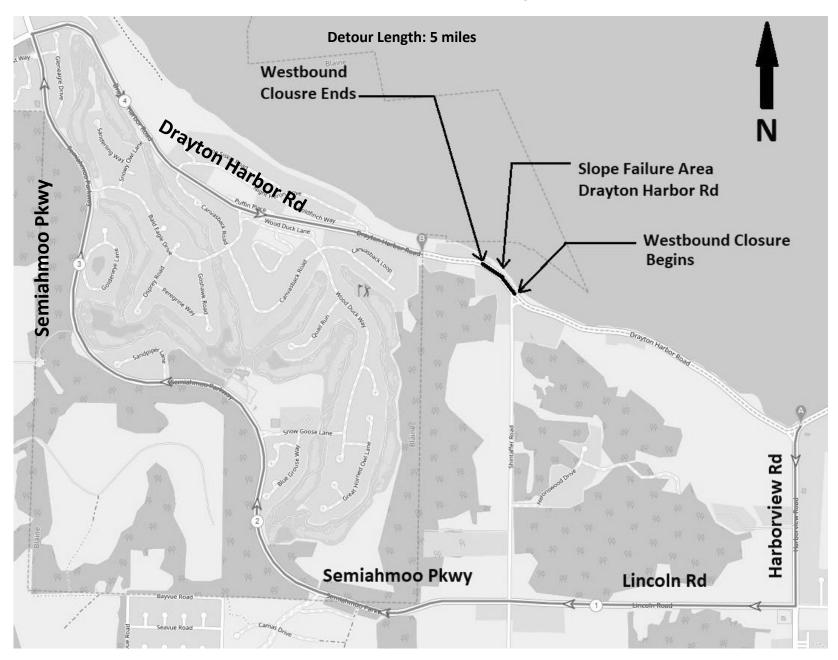
Information

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.

1 2		PROPOSED BY: <u>Public Works - Engineering</u> INTRODUCTION DATE: 11/22/2022_
3		
4 5	ORDINANCE I	NO
6 7	ESTABLISHING TEMPORARY ONE-WAY	TRAFFIC ON DRAYTON HARBOR ROAD
8 9	WHEREAS, the Whatcom County Coundesignate one-way roadways; and	icil is authorized under RCW 46.61.135 to
10 11 12 13	WHEREAS , Drayton Harbor Road was erosion from severe storms; and	significantly damaged last winter due to
14 15 16 17	WHEREAS, the County Engineer has do the traffic pattern of Drayton Harbor Road sho roadway; and	etermined that for the safety of the public, uld be modified due to condition of the
18 19 20 21 22	NOW, THEREFORE, BE IT ORDAINED completion of repairs, Drayton Harbor Road with 320 feet westerly of Shintaffer Rd to the intersprovisions of RCW 46.61.135; and	
23 24 25 26	BE IT FURTHER ORDAINED that whe completed, this ordinance will expire and Dray traffic;	en repairs to Drayton Harbor Road have been rton Harbor Road shall revert to two-way
27 28 29		County Engineer is hereby directed to install county Sheriff and the Washington State Patrol
30 31 32	Provisions of this ordinance are hereby added	to Whatcom County Code Section 10.08.
33 34	ADOPTED this day of	_, 2022.
35 36 37 38	ATTEST:	WHATCOM COUNTY COUNCIL WHATCOM COUNTY, WASHINGTON
39 40	Dana Brown-Davis, Clerk of the Council	Todd Donovan, Council Chair
41 42 43 44	APPROVED AS TO FORM:	WHATCOM COUNTY EXECUTIVE WHATCOM COUNTY, WASHINGTON
45 46 47	Electronically Approved by C. Quinn/JJA 10-31-2022 Christopher Quinn,	Satpal Singh Sidhu, County Executive
48 49	Sr. Deputy Prosecuting Attorney, Civil Division	() Approved () Denied
50 51		Date Signed:

Detour Route – Westbound Drayton Harbor Rd



Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer

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.

1 2				OSED BY: <u>Public Works - Engineering</u> INTRODUCTION DATE: 11/22/2022_
3		0.00	DINANCE NO	
4 5		OR	DINANCE NO	
6 7	IN	ISTALLATION OF STOP SI	GNS ON BAY ROAD KICKERVILLE ROA	AT THE INTERSECTION WITH D
8				
9				
10 11 12 13	and ex	WHEREAS, in compliance we week to install traffic cont		and 46.61.200, it is found necessary ounty Roads; and
14 15 16 17 18	Device	ation of a Multi-Way Stop, as	described in the Man	I that the Collision Warrant for the nual on Uniform Traffic Control ober 1 st , 2021 through September
19 20 21 22 23	suscep	WHEREAS, the County Engotible to correction with the in		I that these collisions would be Way Stop; and
24 25 26 27	WHEREAS , the County Engineer has agreed that it is necessary to formally establish the new stop signs; and			
28 29 30	signs l	NOW, THEREFORE, BE IT be established for:	ORDAINED by the V	Whatcom County Council that stop
31 32 33 34	 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. 			
35 36 37 38	2)			with Kickerville Road in sections 32 and sections 4 and 5, Township 39
39 40 41 42	BE IT FURTHER ORDAINED, by the Whatcom County Council that the following be added to the Whatcom County Code Section 10.16.1710:			
42 43 44 45		Road Name	Direction- Stopping	Cross Street
45 46 47		Bay Road	Westbound	Kickerville Rd
48 49 50		Bay Road	<u>Eastbound</u>	Kickerville Rd

1 2 3 4	the appropriate signs and the Whatcom Counnotified by a copy of this ordinance.	e County Engineer is hereby directed to install ty Sheriff and the Washington State Patrol be
5 6	ADOPTED this day of	2022
7		<u></u>
8 9		WHATCOM COUNTY COUNCIL
10	ATTEST:	WHATCOM COUNTY, WASHINGTON
11		
12 13		
14 15 16	Dana Brown-Davis, Clerk of the Council	Todd Donovan, Council Chair
10 17	APPROVED AS TO FORM:	WHATCOM COUNTY EXECUTIVE
18	ATTROVED NO FOTORILL	WHATCOM COUNTY, WASHINGTON
19		,
20	5l	
21 22	Electronically Approved by C. Quinn/JJA 10-31-2022 Christopher Quinn,	Satpal Singh Sidhu, County Executive
23	Sr. Deputy Prosecuting Attorney,	Sutput Singit Statia, County Executive
24	Civil Division	() Approved () Denied
25		
26		Date Signed:

Jon Hutchings Director



ENGINEERING SERVICES JAMES P. KARCHER, P.E.

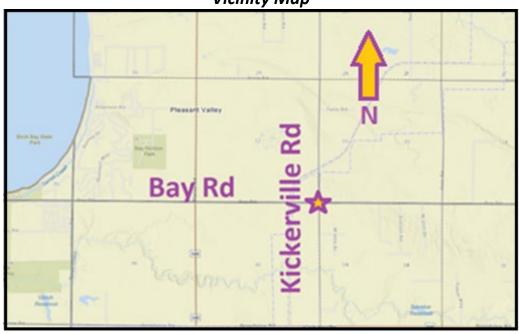
County Engineer 322 N Commercial St Bellingham, WA 98225 Phone: (360) 778-6200

Fax: (360) 778-6201

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:

Collision at Intersections 2015-2019			
MP and Intersecting Road Name	MP 2.24		
-	Kickerville Rd		
Total Collisions	14		
Injury Collisions	8		
Property Damage Collisions	6		
Collision at Intersections 2020-2021			
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 Egdeline 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 Interse	ection Sight Distance	Measured 10 ft from	m the traveled way	
Eye Height	3.5 ft	Object Height	3.5 ft	
Direction of Travel				
(Kickerville Rd)/	Speed Limit	Measured	Intersection Sight	
Direction Looking	(Bay Rd)	Distance	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. 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
 - b. 5 of 6 collisions within 12 months
 - c. No collisions involved DUI
 - d. 4 collisions occurred during daylight hours, 2 at night
 - e. 5 collisions occurred during clear or overcast condition, 1 raining
 - f. 5 collisions occurred on dry pavement, 1 on wet
 - g. 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:
 - 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%: 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).

Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director (a)

From: James P. Karcher, P.E., County Engineer

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.

1 2				OSED BY: <u>Public Works - Engineering</u> INTRODUCTION DATE: <u>11/22/2022</u>
3 4		OR	DINANCE NO.	
5		5.		
6 7	IN	ISTALLATION OF STOP SI	GNS ON BAY ROAD VALLEY VIEW ROA	AT THE INTERSECTION WITH D
8 9				
10 11 12	and ex	WHEREAS, in compliance support to install traffic confident		and 46.61.200, it is found necessary county Roads; and
13 14 15 16 17			not able to negotiate	I that a road user, after stopping, the intersection unless conflicting
18 19 20 21	the ne	WHEREAS , the County Englew stop signs; and	gineer has agreed tha	t it is necessary to formally establish
22 23 24 25	signs l	NOW, THEREFORE, BE IT be established for:	ORDAINED by the N	Whatcom County Council that stop
26 27 28 29 30	1)		orth, Range 1 East, W.	n with Valley View Road in sections M., and sections 2 and 3, Township
31 32 33 34 35	2)		orth, Range 1 East, W.	with Valley View Road in sections M., and sections 2 and 3, Township
36 37 38 39 40	added	BE IT FURTHER ORDAIN to the Whatcom County Coo		County Council that the following be 5:
41 42 43		Road Name	Direction- Stopping	Cross Street
43 44 45		Bay Road	Westbound	Valley View Rd
46		Bay Road	<u>Eastbound</u>	Valley View Rd

1 2 3 4	the appropriate signs and the Whatcom Counnotified by a copy of this ordinance.	e County Engineer is hereby directed to install ty Sheriff and the Washington State Patrol be
5 6	ADOPTED this day of	2022
7	71501 125 till5 tady of	
8 9		WHATCOM COUNTY COUNCIL
10	ATTEST:	WHATCOM COUNTY, WASHINGTON
11		
12 13		
14 15 16	Dana Brown-Davis, Clerk of the Council	Todd Donovan, Council Chair
10 17	APPROVED AS TO FORM:	WHATCOM COUNTY EXECUTIVE
18	ATTROVED NO FOTORITI	WHATCOM COUNTY, WASHINGTON
19		·
20 21	Flacture is ally Approved by C. Oving (314, 10, 21, 2022)	
21 22	Electronically Approved by C. Quinn/JJA 10-31-2022 Christopher Quinn,	Satpal Singh Sidhu, County Executive
23	Sr. Deputy Prosecuting Attorney,	Satpa. Singil Statia, Southly Exceutive
24	Civil Division	() Approved () Denied
25		5 . 6
26		Date Signed:

Jon Hutchings Director



ENGINEERING SERVICES JAMES P. KARCHER, P.E.

County Engineer 322 N Commercial St Bellingham, WA 98225 Phone: (360) 778-6200

one: (360) 778-6200 Fax: (360) 778-6201

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:

Collision at Intersections 2015-2019		
MP and Intersecting Road Name	MP4.25	
	Valley View Rd	
Total Collisions	5	
Injury Collisions	1	
Property Damage Collisions	4	
Collision at Intersections 2020-2021		
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)/	Speed Limit	Measured	Intersection Sight
Direction Looking	(Bay Rd)	Distance	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).

Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director Cak

From: James P. Karcher, P.E., County Engineer

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.

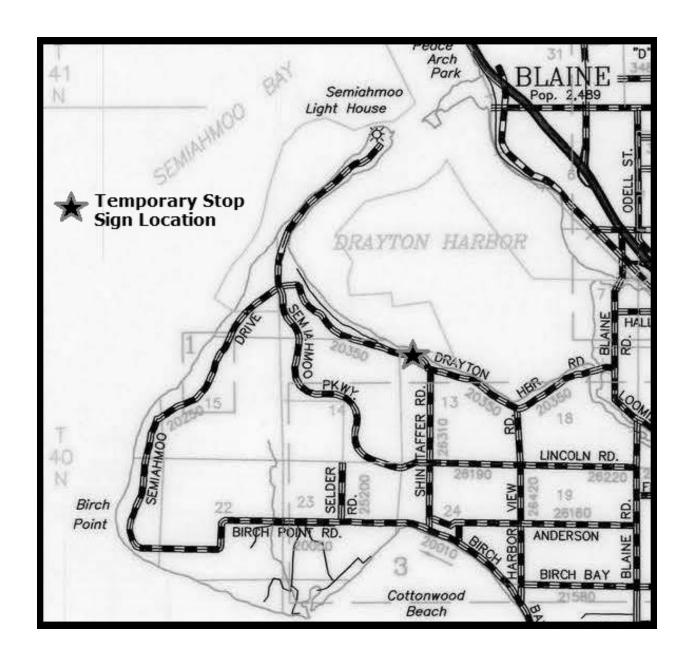
Information

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.

1			<u>ic Works - Engineering</u>
2		INTRODUCTIO	N DATE:_ <u>11/22/2022</u> _
3	ODDINANCE	NO	
4	ORDINANCE	NO	
5 6	REMOVAL OF A TEMPORARY STOP	STON ON DRAVION H	ADDOD DOAD
	REMOVAL OF A TEMPORARY STOP	SIGN ON DRAFTON H	ARBOR ROAD
7	WIEDEAG TO CONTROL THE DOW AC	61 200 - 1 17 26 110 11	
8 9	WHEREAS, in compliance with RCW 46. expedient to remove traffic control signs on cert		is found necessary and
10	expedient to remove trainic control signs on cen	taili County Roads, and	
11	WHEREAS, due to severe weather, asso	ociated heavy rains and kir	no tides there was a
12	block slope failure to a portion of Drayton Harbo		
13	established; and		, , , , , , , , , , , , , , , , , , , ,
14	,		
15	WHEREAS, the County Engineer has de	termined that two-way tra	ffic on a one-lane
16	roadway is no longer safe for the travelling publ	lic; and	
17			
18	WHEREAS, Drayton Harbor Road will no	ow be open only to eastbo	und traffic, within the
19	slope failure area; and		
20 21	WHEREAC the County Engineer has de	torminad that the tempera	um, atan aign placed on
22	WHEREAS, the County Engineer has de Drayton Harbor Road, 320 feet west of Shintaffe		
23	023, is no longer needed; and	er Road, by Whatcom Codi	ity Ordinance 2022
24	023, 13 110 longer needed, dild		
25	NOW, THEREFORE, BE IT ORDAINED	by the Whatcom County (Council that a
26	temporary stop sign be removed on Drayton Ha		
27	Shintaffer Road, located within Section 13, Tow	nship 40 North, Range 1 W	lest, W.M.; and
28			
29	BE IT FURTHER ORDAINED that the C		
30	appropriate signs and the Whatcom County She	riff and Washington State	Patrol be notified by a
31	copy of this ordinance.		
32 33	ADOPTED this day of	2022	
34	ADOPTED this day of	, 2022.	
35			
36		WHATCOM COUNTY	COUNCIL
37	ATTEST:	WHATCOM COUNTY,	
38	,25		
39			
40			
41	Dana Brown-Davis, Clerk of the Council	Todd Donovan, Cour	ncil Chair
42	,	•	
43	APPROVED AS TO FORM:	WHATCOM COUNTY	EXECUTIVE
44		WHATCOM COUNTY,	WASHINGTON
45		·	
46			
47	Electronically Approved by C. Quinn/JJA 10-31-2022		
48	Christopher Quinn,	Satpal Singh Sidhu, I	executive
49	Sr. Deputy Prosecuting Attorney,	() (() 5
50	Civil Division	() Approved	() Denied
51		Data Ciarra I	
52		Date Signed:	

Vicinity Map - Drayton Harbor Rd Stop Sign



Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director Cak

From: James P. Karcher, P.E., County Engineer

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.

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PROPOSED BY: <u>Public Works - Engineering</u> INTRODUCTION DATE:_11/22/2022_

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
Harksell Road	<u>Westbound</u>	Woodland Rd
Harksell-Road	<u>Eastbound</u>	Woodland Rd

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 2 3	BE IT FURTHER ORDAINED , that the County Engineer is hereby directed to modified the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.		
4 5 6	ADOPTED this day of	. 2022.	
7	au, c		
8 9		WHATCOM COUNTY COUNCIL	
10	ATTEST:	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	
18		WHATCOM COUNTY, WASHINGTON	
19			
20 21	Electronically Approved by C. Ovinn/IIA 10 21 2022		
22	Electronically Approved by C. Quinn/JJA 10-31-2022 Christopher Quinn,	Satpal Singh Sidhu, County Executive	
23	Sr. Deputy Prosecuting Attorney,	Satpar Singil Standy County Executive	
24	Civil Division	() Approved () Denied	
25			
26		Date Signed:	

Jon Hutchings Director



ENGINEERING SERVICES JAMES P. KARCHER, P.E.

County Engineer 322 N Commercial St Bellingham, WA 98225 Phone: (360) 778-6200

Fax: (360) 778-6201

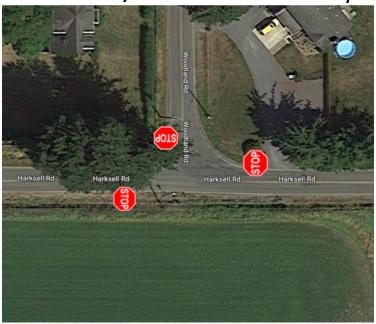
Woodland Rd/Harksell Rd Intersection Traffic Study

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.

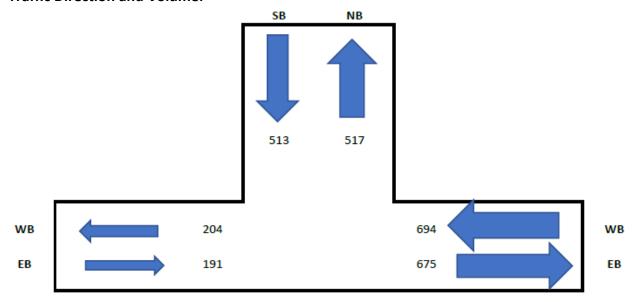
Traffic Count Data

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 85th percentile 44.3 mph (Speed Limit 35 mph)
West of intersection Average speed 34.4 MPH 85th percentile 42.3 mph (Speed Limit 35 mph)
East of intersection Average speed 27.7 MPH 85th 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			
Mea	asured 10 ft and 12 f	t from the traveled v	way	
Eye Height	3.5 ft	Object Height	3.5 ft	
Direction of Travel				
(Woodland Rd)/	Speed Limit	Measured	Intersection Sight	
Direction Looking	(Harksell Rd)	Distance	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 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. 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:
 - 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: AB2022-597

File ID: AB2022-597 Version: 1 Status: Agenda Ready

File Created: 10/21/2022 Entered by: maamot@co.whatcom.wa.us

Department: Planning and **File Type:** Discussion

Development Services

Department

Assigned to: Council Planning and Development Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Discussion of the Buildable Lands Report

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion relating to the Buildable Lands Report 2022 Whatcom County Review and Evaluation Program (issued July 7, 2022). This Report contains an introduction to the Buildable Lands Program, policy framework, methods used in developing the Report, countywide findings, and jurisdiction profiles for each urban growth area.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council Planning and Development	DISCUSSED	
	Committee		

Attachments: Staff Memo, Planning Commission Findings, Buildable Lands Report, Public Comments to

Planning Commission, Presentation to Committee on 11.9.2022

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 25, 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:

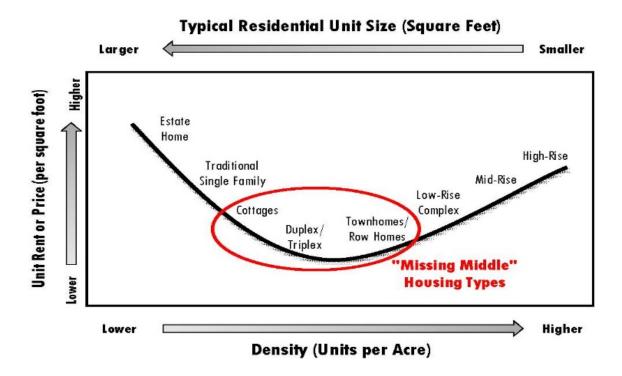
- 1. Housing affordability; and
- 2. Land supply for single family homes in Bellingham.

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. At a later date, we will request Council to conduct a public hearing and adopt an ordinance approving the *Buildable Lands Report 2022*.

Thank you for your review of the Buildable Lands Report. We look forward to discussing it with you.

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 had 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

/0 - 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 Moceri, and Scott Van Dalen.

Buildable Lands Report 2022

Whatcom County Review and Evaluation Program

July 7, 2022



ACKNOWLEDGEMENTS

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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)

	2013	2036 Employment	2016-2036		
UGA	Employment	Allocation	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 owneroccupied 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

<u> </u>		
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. 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 > 93rd percentile² 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.

WHATCOM COUNTY BUILDABLE LANDS REPORT

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 Fa	mily		Multifam	ily		Comme	rcial		Industrial			Combined
UGA	Vacant	PU	UU	Vacant	PU	UU	Vacant	PU	UU	Vacant	PU	UU	Combined
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%	1 9 %
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%	1 9 %
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	County-wide	Growth to
	Population Growth	Pro-rated	Accommodate
	(2016-2021)	Population	(2021-2036)
		Growth (2016-	
		2036)	
Based on	14,496	60,565	46,069
information			
from the Data			
Reporting Tools			

Based upon OFM estimates	13,631	60,565	46,934

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		-2021 Pop owth Estir		2016-2036 Population Growth Projection	2021-2036 Remaining Population Growth to	
	City	County	Total	rrojection	Accommodate	
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	Gr	2021 Emplo rowth Estim	nate	2016-2036 Employment Growth Projection	2021-2036 Remaining Employment Growth to	
	City	County	Total	<u>-</u>	Accommodate	
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.

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.

^{* 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.

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

		Commercia	I		Industrial		Total		
UGA	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

	Residential				Commerc	ial	Industrial		
UGA	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 singlefamily 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 (singlefamily, 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, 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. 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.

<u>Single family residential zones</u> 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 missingmiddle housing forms.

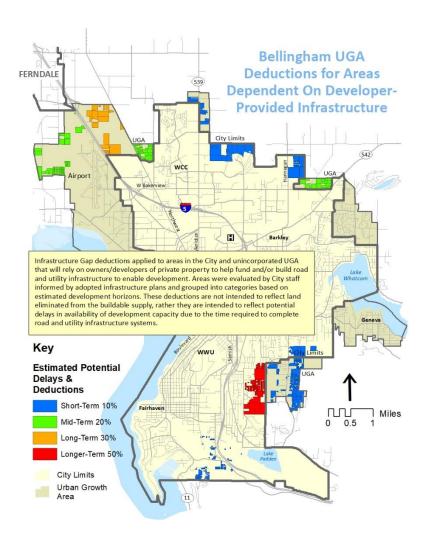
<u>Infrastructure and Future Public Uses</u>

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 staffgenerated potential wetlands layer was created from color-infrared imagery and LiDAR data to fill gaps across properties where access limitations prevent on-theground 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/Bell inghamMarketFactor_TechnicalMemo_Sept10t h2021.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	•	y Assumed its/Acre)	
		•		(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	Acres	Built Square	Achieved	Assumed D	ensity (FAR)
	Туре	Developed	Feet	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	nstitutional	Industrial	Public	Airport Operations
Net Developable Employment Acres	277 /0	0.00	0.12	00.07	10.41	10.40	0.40	217.50	0.00	0.45
(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		2,839	6,830	832	
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 Suitable 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 Suitable 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 Suitable 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 Suitable 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 Suitable 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	Development	Acres	Built Square	Achieved	Assumed
Designation	Туре	Developed	Feet	Density (FAR)	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

	IIGA Total	UGA Total CB-M	CR-T	НСА	Ma	Mb	Mpr	PC	PR	RL	RM	R/O	RPR	SF-1	SF-2	CB TP-	CB M-	CB M-	CB G-	CB WV-	HCc	HCd	RH	CB G-
	- OCA IOIGI	CD-741	CD-1	ПСА	ma	7410	МР				10,00	к, о	NI K	31-1	J1 -Z	60	60	48	36	36		iicu	NII.	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	Ма	Mb	Mpr	PC	PR	RL	RM	R/O	RPR	SF-1	SF-2	CB TP-	CB M-	CB M- 48	CB G- 36	CB WV-	НСс	HCd	RH	CB G 48
Net Developable Residential Acres																- 00	- 00	40		30				
(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	4		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	Development	Acres	Built Square	Achieved	Assumed
Designation		Developed	Feet	Density (FAR)	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
Ма	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
Мс	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	НСА	Ma	Mb	Мс	Mpr	PC	PR	RL	R/O	RPR	CB TP-	CB M-	CB M-	CB G-	CB WV-	HCb	ПС°	HCd	CB G-
	UGA IOIUI	GW	пса	Mu	MD	MC	Mpi	rC	r K	KL	K/O	KFK	60	60	48	36	36	псь	псс	пса	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	80.0
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	НСА	Ma	Mb	Мс	Mpr	PC	PR	RL	R/O	RPR	CB TP-	CB M-	CB M- 48	CB G- 36	CB WV-	HCb	НСс	HCd	CB G- 48
Net Developable Employment Acres															-10						
(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	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
Employment Capacity	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	UGA IOIGI	TIII .	LII
	2 024 /0	2 7/5 00	/0 /0
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	4,649,295	4,598,910	50,385
Employment Capacity	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).

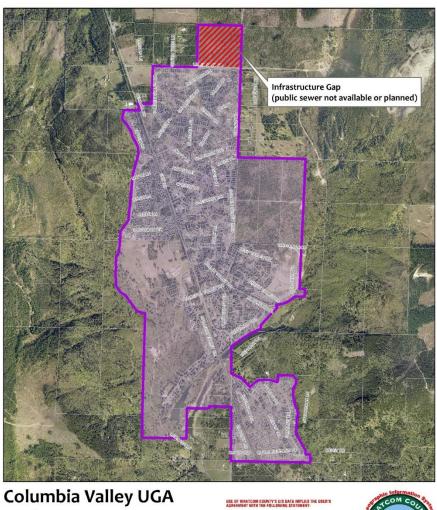
Infrastructure Gaps

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

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE POLICIPATION, STATEMENT: Whiteirs Children's upwarried from the policies and pursuing statements with the policies and the many for any particular purpose, citize regents are respect. When reportment or searming the concerning the accommodation of the properties of of



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	Development	Acres	Built Square	Achieved	Assumed
Designation	Туре	Developed	Feet	Density (FAR)	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 Developments Acres	15 /0		15 /0	
Commercial Developable Acres	15.68	-	15.68	-
Assumed Commercial Density (FAR)	105 (50		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	СОМ	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)
СОМ	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	СОМ	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 multifamily 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 offstreet 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.

<u>Infrastructure Gaps</u>

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	СС	GB	LI	М	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	СС	GB	LI	М	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	СС	GB	LI	М	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	СС	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 multifamily 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	МН	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	МН	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	Development	Acres	Built Square	Achieved	Assumed
Designation	Туре	Developed	Feet	Density (FAR)	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	-	-	-	-		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.

<u>Infrastructure Gaps</u>

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	сом	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
Underufilized 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	сом	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	Development	Acres	Built Square	Achieved	Assumed
Designation	Туре	Developed	Feet	Density (FAR)	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	СОМ	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	238,772	_	_	135,174	5,460	98,139	_
Employment Capacity	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	Development	Acres	Built Square	Achieved	Assumed
Designation	Туре	Developed	Feet	Density (FAR)	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.
- o 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 Ordinance1519 (2016) Rezoned 7 acres from Commercial to Industrial, 1 acre from Residential to Commercial, and 5 acres from Residential to Public Use.
- o 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

o 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
Subtotal	17,802	5, 190	22,992	0	0	0	0	0	0	0	22,992
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
Subtotal	0	3,560	3,560	0	0	0	0	0	0	0	3,560
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
Subtotal	3,545	494	4,039	0	0	0	0	0	0	0	4,039
Cherry Point											
Industrial	0	7,029	7,029	0	0	0	0	0	0	0	7,029
Subtotal	0	7,029	7,029	0	0	0	0	0	0	0	7,029
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
Subtotal	0	1,145	1,145	0	0	0	0	0	0	0	1,145
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
Subtotal	881	408	1,289	0	0	0	0	0	0	0	1,289

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
Subtotal	4,321	2,134	6,455	0	0	0	0	0	0	0	6,455
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
Subtotal	3,300	604	3,904	0	0	0	0	0	0	0	3,904
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
Subtotal	443	106	549	0	0	0	0	0	0	0	549
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
Subtotal	935	26	961	0	0	0	0	0	0	0	961
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
Subtotal	N/A	443,908	443,908	0	0	0	0	0	0	0	443,908
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)).

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:

- 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.
- 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 it's 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.xlxs "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,

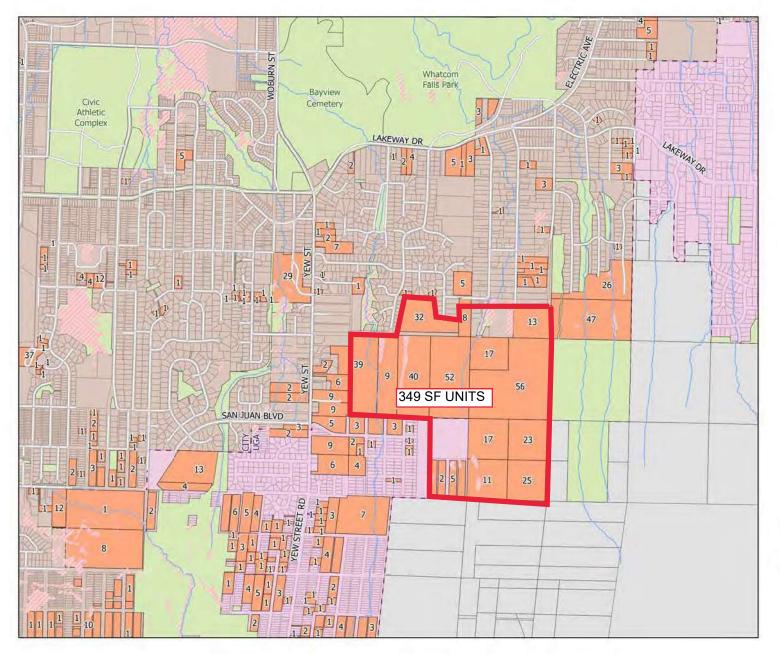
Darcy Jones, AICP, LEED-ND, PLS

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



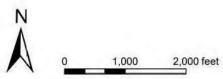
WHATCOM FALLS

Single-Family Residential Development Potential Bellingham - South of Lakeway Drive



Rural Rural

Numbers shown on parcel indicate the number of potential single-family units per parcel according to the 2022 Whatcom County Buildable Lands Report.



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



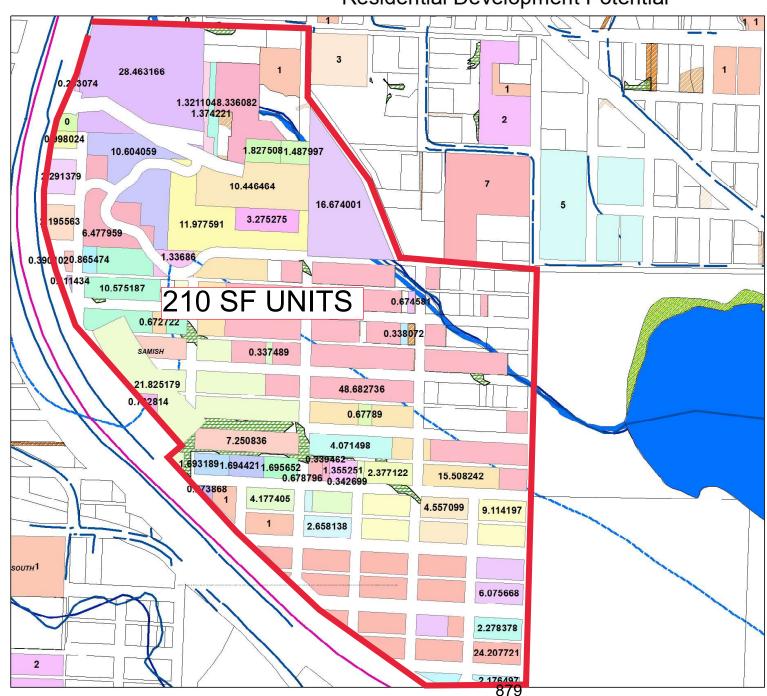
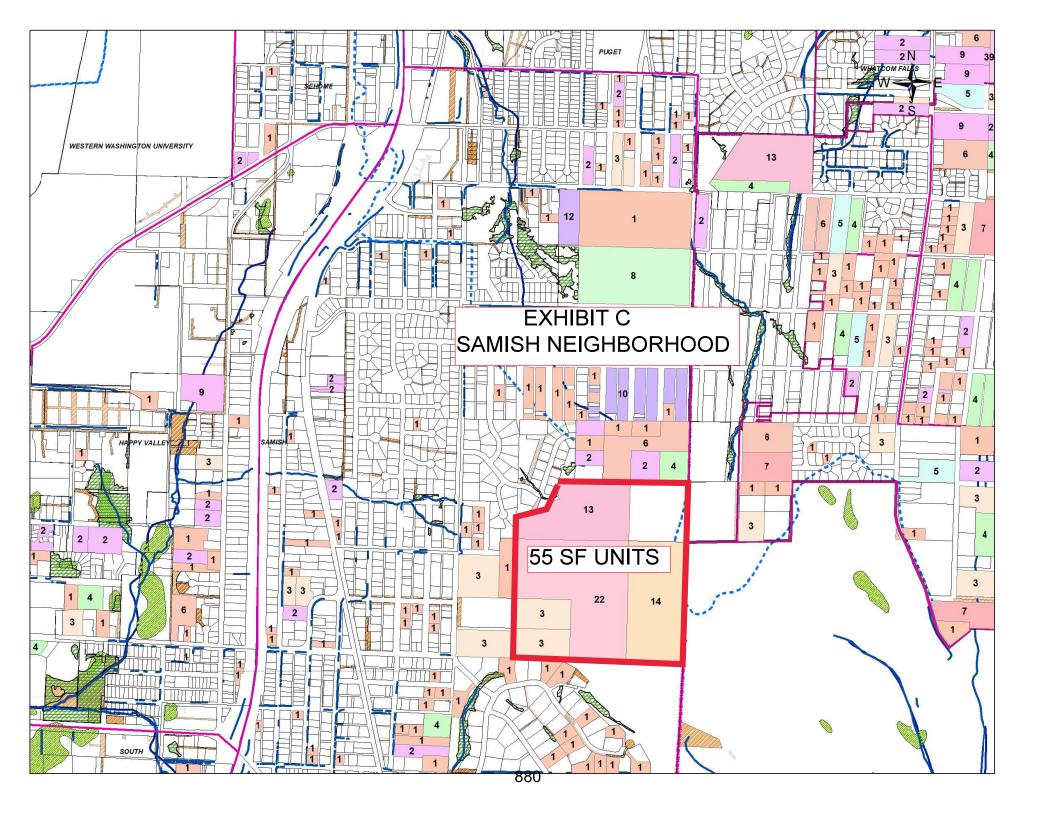


EXHIBIT B SAMISH



From: <u>Tim Trohimovich</u>

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

connect: **M f**



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



BUILDING INDUSTRY ASSOCIATION OF WHATCOM COUNTY

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 buffe 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.

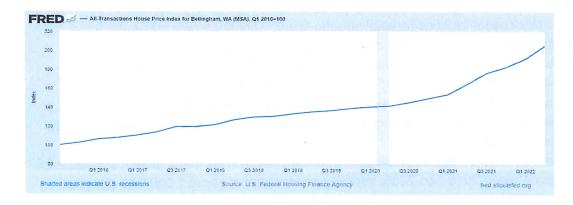
Chart A from https://data.bls.gov/pdq/SurveyOutputServlet using BLS data for Bellingham Metropolitan Area.

110,000105,000100,00001/16 01/17 01/18 01/19 01/20 01/21 01/22

employment

Chart B, Indexed to 2016 = 100. from https://fred.stlouisfed.org/series/ATNHPIUS13380Q

Month



Respectfully

Robert Lee: BIAWC

Buildable Lands Report 2022

Whatcom County and City of Bellingham Presentation

at

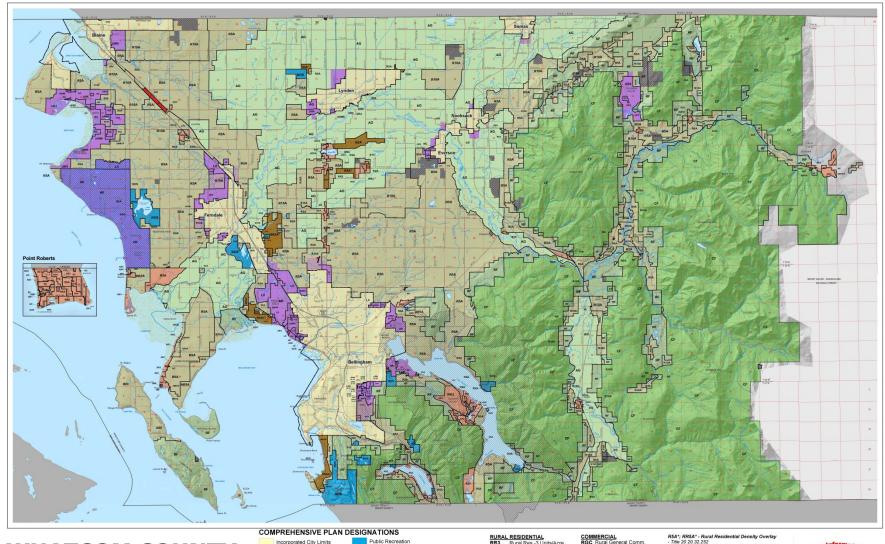
Whatcom County Council Planning and Development Committee

November 9, 2022

Purposes of the Buildable Lands Program

- Determining whether a county and its cities are achieving urban densities within urban growth areas;
- Determining whether there is land that is suitable for development in the future; and
- Identifying reasonable measures, if necessary, to reduce the differences between comprehensive plan growth assumptions and actual development patterns.

RCW 36.70A.215



WHATCOM COUNTY Title 20 Zoning & **Comprehensive Plan Designations**



Rural Neighborhood

Rural Community

Rural Business

Commercial Forestry

Mineral Resource Lands

Major/Port Industrial UGA

URBAN RESIDENTIAL URMX Urban Res.-Mixed Use URMX10-24 Urban Res.-Mixed Use 10-24 Units/Acre URMX6-12 Urban Res.-Mixed Use 6-12 Units/Acre
URMX6-10 Urban Res.-Mixed Use 6-10 Units/Acre Urban Res.-Medium Density 24 Units/Acre
Urban Res.-Medium Density 18 Units/Acre
Urban Res.-Medium Density 12 Units/Acre
Urban Res.-Medium Density 12 Units/Acre
Urban Res.-Medium Density 6 Units/Acre Urban Res.-6 Units/Acre

RURAL RESIDENTIAL
RR3 Rural Res.-3 Units/Acre
RR2 Rural Res.-2 Units/Acre Rural Res.-1 Unit/Acre Rural Res.-1 Unit/5 Acres RR5A Rural Res.-1 Unit/5 Acres RR10A Rural Res.-1 Unit/10 Acres

RRI Rural Residential Island TZ Transitional-R5A/RR1

RURAL
R2A Rural-1Unit/2 Acres
R5A Rural-1 Unit/5 Acres
R10A Rural-1 Unit/10 Acres

RESOURCES
AG Agriculture
CF Commercial Forestry
RF Rural Forestry RF Rural Forestry
MRL Mineral Resource Lands GC General Comm.
GC General Commercial
TC Tourist Commercial
NC Neighborhood Commercial
STC Small Town Commercial

INDUSTRIAL HII Heavy Impact Industrial LII Light Impact Industrial GM General Manufacturing RIM Rural Ind. Manuf. AO Airport Operations

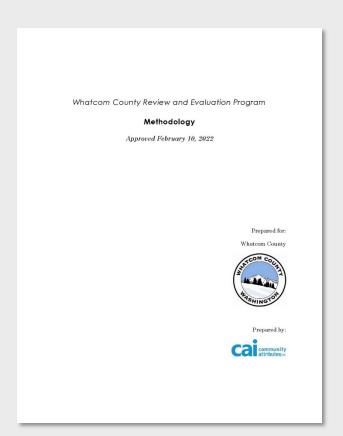
OTHER ROS Recreation Open Space El Eliza Island

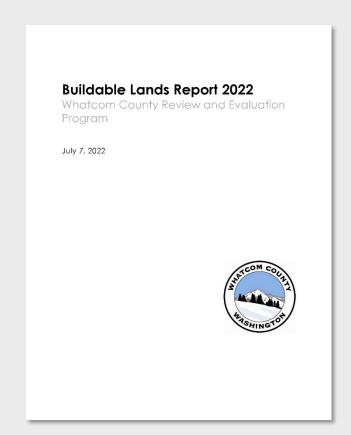
RSA*; RRSA* - Rural Residential Density Overlay
- Title 20 20. 32. 252
- Water Resource Protection Overlay District
- Title 20 20. 20. Title
- Title Resource Areas - All UMMX Zones except Bennett Dr.
- TIDR Resching Areas - Lake Whaterow Watershed (same bounday as Lake Whateron portion of Water Resource
- Protection Overlay Zone) excluding Sudden Valley
- Trotection Overlay Zone) excluding Sudden Valley

See Ord. 2015-001









Revisions State Guide		elopment of Data Colle Methodology & Analy		_ 0 0.0	
2018	2019	2020	2021	2022	
	Stakeholder Interviews		rty Owner urvey	Stakeholder Workshop	

Data Reporting Tool (2016-2021 Development Data)

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1	Α	В	С	D	E		F	G	Н	
2	_	Mhataan Causti	Davieus es	ad Evaluation Decama						
3		Data Reporting To		nd Evaluation Program	n		Cit	y: Bellingham		
J		Data Reporting 10	901				Cit	y. beilingnam		
4			••	D-1-						_
5		5. Building F	ermit	Data	Map Exhibit Link					
6										
7	C	Dame to Marrie a	Parent	David F	Address	¥	Zone	Development	_	Gross
7		Permit Number	Parcel					.,,,,,	Editor Fired It	
8		CMB2015-00245			4273 JAMES ST		RS SF_7200 MF_7200 FAR_0	Single Family	33,084	_
9		CMB2015-00123			2204 WESTCOTT ST		RS SF_10000 MF_0 FAR_0	Single Family	7,308	
10		CMB2015-00309			4332 WINSLOW CT		RM SF_0 MF_4300 FAR_0	Single Family	5,202	_
11		CMB2015-00085		370306555479			RS SF_12000 MF_0 FAR_0	Single Family	15,449	
12	-	CMB2015-00127	_		4710 BROAD ST 201		RS SF_20000 MF_0 FAR_0	Single Family	7,900	_
13		CMB2015-00142			2929 LAFAYETTE ST	_	RM SF_4000 MF_4000 FAR_0	Single Family	5,994	_
14		CMB2015-00046	_		2704 KULSHAN ST		UV SF_0 MF_2500 FAR_0	Single Family	4,998	_
15		CMB2015-00108	_		2418 BROADWAY ST		RS SF_5000 MF_0 FAR_0	Single Family	4,985	_
16		CMB2015-00104			4071 KINGSTON ST		RS SF_10000 MF_0 FAR_0	Single Family	5,979	_
17		CMB2015-00305			4772 SPRING VISTA LOOP		C/I/RM SF_5833 MF_5833 FAR_0.4	Single Family	4,339	_
18		CMB2015-00306			4768 SPRING VISTA LOOP	_	C/I/RM SF_5833 MF_5833 FAR_0.4	Single Family	2,913	=
19		CMB2014-00086			410 E NORTH ST	=	RS SF_5000 MF_0 FAR_0	Single Family	4,990	_
20		CMB2015-00218			1124 NEWTON ST	_	RS SF_10000 MF_0 FAR_0	Single Family	14,040	_
21		CMB2015-00063		370201558021		_	RS SF_5000 MF_0 FAR_0	Single Family	4,901	_
22		CMB2015-00113		370201558016			RS SF_5000 MF_0 FAR_0	Single Family	4,898	_
23	16	BLD2014-00286		380318130326	3930 AFFINITY LN		C SF_0 MF_2500 FAR_0.4	Multifamily	290,789	
24		CMB2015-00260		380201250424	4776 SPRING VISTA LOOP		C/I/RM SF_5833 MF_5833 FAR_0.4	Single Family	3,210	
25	10	CMB2015_00261		200201246424	A790 SUBING VISTA LOOD		C/1/DM CE 5032 ME 5032 EAD O A	Single Esmily	2 005	

Suitable Land Tool (2021-2036 Buildable Land Capacity)

Countywide Overview

Planned and Achieved Densities

		Residential			Commerc	ial	Industrial			
UGA	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	8.0	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	<i>7</i> .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	(O.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	

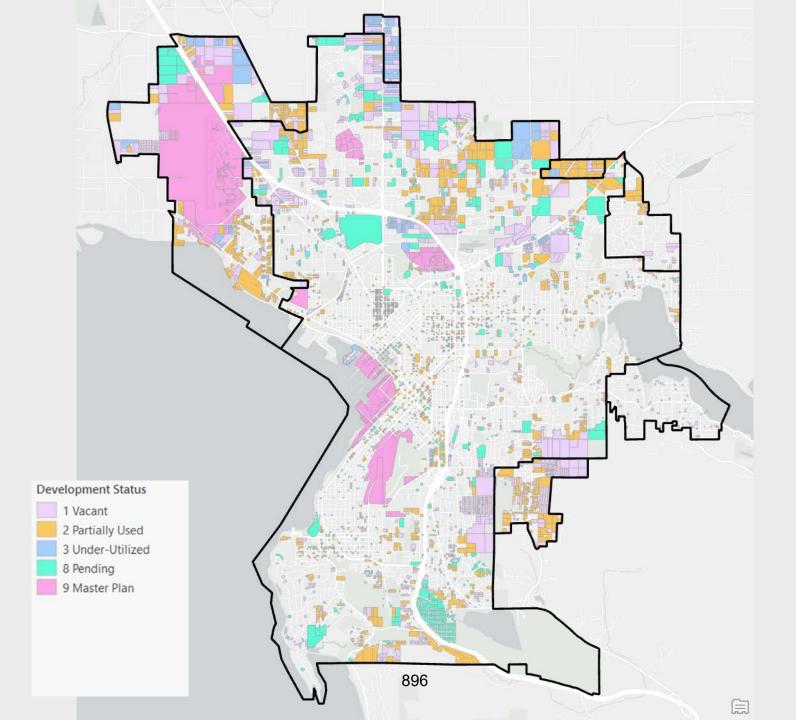
Population

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%

Employment

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%

Bellingham UGA



Bellingham UGA Capacity for Population Growth (2021-2036)

Estimated Population Capacity: 31,392

Growth to Accommodate: 20,720

Capacity Surplus: + 10,672

Bellingham UGA Capacity for Employment Growth (2021-2036)

Estimated Employment Capacity: 18,671

Growth to Accommodate: 16,580

Capacity Surplus: + 2,091

Inconsistencies / Reasonable Measures

The City of Bellingham has not identified any inconsistencies between growth and the Comp Plan.

Therefore, the City has not identified any "reasonable measures" but does acknowledge that housing affordability is a critical issue that is driving Bellingham's work program.

Small City UGAs

Small City UGA Capacity for Population Growth (2021-2036)

Estimated Population Capacity: 36,567

Growth to Accommodate: <u>12,868</u>

Capacity Surplus: + 23,699

Small City UGA Capacity for Employment Growth (2021-2036)

Estimated Employment Capacity: 18,780

Growth to Accommodate: 6,040

Capacity Surplus: + 12,740

Small City Inconsistencies / Reasonable Measures

Five of the six small cities have not identified any inconsistencies between growth and their respective comprehensive plans.

Therefore, the these cities have not identified any "reasonable measures."

Birch Bay UGA

Birch Bay UGA Capacity for Population Growth (2021-2036)

Estimated Population Capacity: 2,950

Growth to Accommodate: 4,204

Capacity Deficit: - 1,254

Birch Bay UGA Capacity for Employment Growth (2021-2036)

Estimated Employment Capacity: 573

Growth to Accommodate: 419

Capacity Surplus: + 154

Birch Bay UGA Inconsistencies / Reasonable Measures

Reasonable Measures will be needed to address:

Residential Densities - Achieved densities between 2016 and 2021 were below planned densities in Comp Plan Goal 2P.

Population Growth - Land capacity to accommodate the population projection adopted in Comp Plan Chapter 1.

Single Family Housing - Land capacity to accommodate the single family housing needs as set forth in Comp Plan Chapter 3.

Columbia Valley UGA

Columbia Valley UGA Capacity for Population Growth (2021-2036)

Estimated Population Capacity: 2,167

Growth to Accommodate: 899

Capacity Surplus: + 1,268

Columbia Valley UGA Capacity for Employment Growth (2021-2036)

Estimated Employment Capacity: 420

Growth to Accommodate: 301

Capacity Surplus: + 119

Columbia Valley UGA Inconsistencies / Reasonable Measures

Reasonable Measures will be needed to address:

* Job Growth - Growth that occurred between 2016 and 2021 was significantly below the planned growth projected in the Whatcom County Comprehensive Plan (Chapter 1).

Cherry Point UGA

Cherry Point UGA Capacity for Employment Growth (2021-2036)

Estimated Employment Capacity: 2,613

Growth to Accommodate: 876

Capacity Surplus: + 1,737

Cherry Point UGA Inconsistencies / Reasonable Measures

Reasonable Measures will be needed to address:

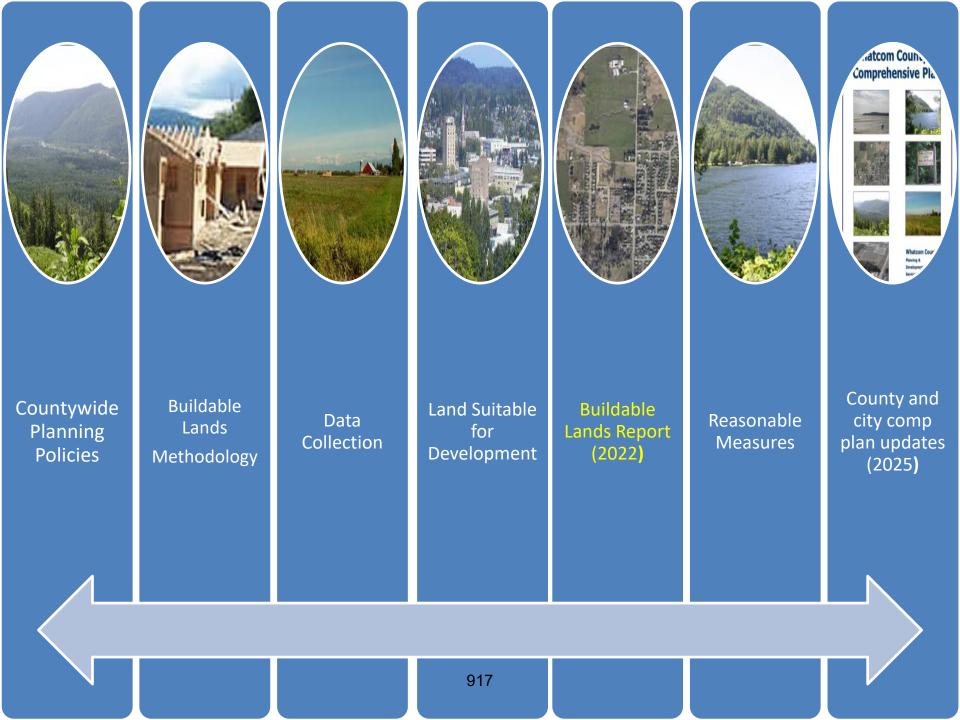
* Job Growth - Growth that occurred between 2016 and 2021 was significantly below the planned growth projected in the Whatcom County Comprehensive Plan (Chapter 1).

Non-UGA Lands (Rural and Resource Lands)

Planned Population Growth: 16% Estimated Population Growth (2016-2021): 16%

Buildable Lands Report Review & Approval Process

- * City/County Planner Group issued BLR July 7, 2022
- * County Planning Commission public hearing Oct 13, 2022
- * County Council public hearing December 6, 2022 (tentative date)
- * Adoption by County Council and each city council
- * Adoption of "reasonable measures" if necessary



Summary





Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-627

File ID: AB2022-627 Version: 1 Status: Agenda Ready

File Created: 10/27/2022 Entered by: JFleisch@co.whatcom.wa.us

Department: Planning and File Type: Resolution

Development Services

Department

Assigned to: Council Planning and Development Committee Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Resolution approving recommendations on three applications for open space current use assessment

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation and review of three (3) applications to the Open Space Land program received by Planning and Development Services in 2021. The applications were evaluated by staff and presented to the Planning Commission for review and a public hearing on October 27, 2022. The Planning Comission recommended approval of all three applications.

HISTORY OF LEGISLATIVE FILE

Date: Acting Body: Action: Sent To:

Attachments: Staff Memo, Staff Report, Application Evaluation Forms and Maps, Proposed Resolution

WHATCOM COUNTY

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



Memorandum

TO: Honorable Whatcom County Councilmembers

THROUGH: Steve Roberge, Assistant Director, Planning and Development Services

FROM: Joshua Fleischmann, Open Space Land Program Administrator

DATE: November 4, 2022

SUBJECT: 2021 Open Space Land Applications

The Open Space Taxation Act was passed by the Washington State legislature in 1970, in part in response to concerns that lands were being irrevocably converted to uses inconsistent with commercial agriculture, commercial forestry, and the conservation or preservation of farmland, shorelines, wetlands, scenic vistas, historical sites of importance, and recreational opportunities.

The Open Space Taxation Act gives counties the authority to assess the value of property on the basis of its current use, rather than what might be considered highest and best use (i.e. fair market value). Lands classified under the open space current use program receive a significant reduction in assessed value (tax reduction); thereby providing a financial incentive to property owners to voluntarily conserve and preserve open space lands as defined in state law and further defined by county ordinance.

Whatcom County PDS administers the Open Space Land classification and the Farm and Agricultural Conservation Land sub-classification. Open Space Lands (OSL) are generally land which if preserved in their present use would conserve, protect or enhance natural or scenic resources, recreation opportunities, wildlife/nature preserves or historic sites, among others. The subset of Farm and Agricultural Conservation Land (OSFAC) are historically commercial agricultural operations that no longer meet criteria for other current use tax programs, or which have not been irrevocably devoted to a use inconsistent with commercial agriculture.

Please see the attached staff report to the Planning Commission and supporting documents providing a review of five applications to classify or reclassify land as Open Space Land or Open Space Farm and Agricultural Conservation Land (OSFAC). The three applications were presented to the Planning Commission for review and a public hearing on October 27, 2022. The Planning Commission considered staff findings and recommendations and voted to recommend approval on all three applications.

I look forward to discussing the merits of these applications with you. Thank You.

WHATCOM COUNTY PLANNING & DEVELOPMENT SERVICES STAFF REPORT

STAFF RECOMMENDATIONS TO THE WHATCOM COUNTY PLANNING COMMISSION ON THREE APPLICATIONS TO CLASSIFY LAND AS "OPEN SPACE LAND" AS AUTHORIZED UNDER CHAPTER 84.34 RCW & WHATCOM COUNTY ORDINANCE NO. 1995-040

Open Space Applications 2021

Introduction:

This report summarizes staff findings and recommendations on a total of three applications for classification of land as "Open Space Land" as authorized under the Open Space Taxation Act, Chapter 84.34 RCW, and Whatcom County Ordinance No. 1995-040.

This report is prepared for the Whatcom County Planning Commission to assist in making recommendations to the County Council as to whether they should be approved in whole or in part, or denied. At the conclusion of the Planning Commission public hearing and work session, staff will forward recommendations made by the Planning Commission to the Whatcom County Council acting as granting authority, for its review in making a final decision on each application.

The report is composed of five main parts:

- 1. Background information on the Open Space Taxation Act;
- 2. Role of Staff, Planning Commission, and County Council in application review, approval or denial;
- 3. Open Space Land evaluation criteria: Public Benefit Rating System (PBRS).
- 4. Summary of three applications to classify land pursuant to applicable state and local regulations;
- 5. Application review, findings of fact, proposed conclusions, and recommendations;

I. Background Information

The Open Space Taxation Act was passed by the Washington State legislature in 1970. In part, the law was created to provide a solution to and address a statewide concern that lands in the state were being irrevocably converted to uses inconsistent with commercial agriculture, commercial forestry, and the conservation or preservation of farmland, shorelines, wetlands, scenic vistas, historical sites of importance, and recreational opportunities.

The Open Space Taxation Act codified in Chapter 84.34 of the Revised Code of Washington (84.34 RCW) gives counties the authority to assess the value of property on the basis of its *current use* rather than what might be considered highest and best use i.e. fair market value. Lands classified under the open space current use program receive a significant reduction in assessed value (tax reduction); thereby providing a financial incentive to property owners to voluntarily conserve and preserve open space lands as defined in state law and further defined by county ordinance.

Classifications

There are three major classifications and one sub-classification authorized by the Open Space Taxation Act (Chapter 84.34 RCW):

1. Open Space Land [RCW 84.34.020(1)]

Applications for open Space Land are received and processed by Planning & Development Services.

Open Space Lands (OSL) are generally land which, if preserved in the present use, would:

- Conserve and enhance natural or scenic resources; or
- Protect streams and water supply; or
- Promote conservation of soils, wetlands, beaches or tidal marshes; or
- Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space; or
- Enhance recreation opportunities; or
- Preserve historic sites; or
- Preserve visual quality along highway, road, and street corridors or scenic vistas; or
- Retain in its natural state tracts of land not less than 1 acre within an urban growth area (UGA) and conditionally open to the public; or

A subset of OSL includes Farm and Agricultural Conservation (OSFAC) Land. OSFAC lands are:

- Land that was previously classified as farm and agricultural land and no longer meets the criteria for continued classification; or

- Land that is traditional farm land that has not been irrevocably devoted to a use inconsistent with commercial agriculture.

2. Farm and Agricultural Land [RCW 84.34.020(2)]

Applications for Farm and Agricultural Land are received and processed by the County Assessor's Office.

 Lands of a certain size that are used for commercial agricultural purposes. Applicants may be required to demonstrate revenue produced from commercial agriculture.

3. Timber Land [RCW 84.34.020(3)]

(Note: Whatcom County terminated its Timber Land program under Whatcom County Ordinance No. 2014-055. As a result of this action, all lands formerly classified as timber land became Designated Forest Land, a program administered by the County Assessor in accordance with RCW 84.33.)

Staff from PDS and the Assessor's Office work closely and function as a team in monitoring and maintaining existing agreements on approved applications, as well as processing new applications. Applications and fees for Open Space Land and Farm and Agricultural Conservation Land are received by Planning & Development Services Department.

II. Application Processing - Roles of Staff, Planning Commission, County Council & Assessor's Office in Processing Applications for Open Space Current Use Taxation.

Applications that are the subject of this report are located within the jurisdiction of *unincorporated* Whatcom County. Please note that the County also receives and processes applications on lands within incorporated areas (cities), but in processing applications on lands within the cities, the granting authority is composed of members from both legislative bodies (both the County and the city).

When land that is the subject of application is located within an *unincorporated* area, Whatcom County planning staff evaluates each application in accordance with the appropriate evaluation criteria, and based on application scores, makes recommendations to the Whatcom County Planning Commission on whether to approve or deny the applications. The Planning Commission in turn makes recommendations to the County Council as to whether individual applications should be approved in whole or in part or denied. Whatcom County Council is the granting authority, and pursuant to state law is charged with approving in whole or in part or denying each application.

When land that is the subject of application is located within an *incorporated* area, Whatcom County planning staff evaluates each application in accordance with the appropriate evaluation criteria, and based on application scores, makes recommendations to the Whatcom County Planning Commission on whether to approve or deny the applications, who in turn make recommendations to the County Council as to whether individual applications should be approved in whole or in part or denied. The granting authority on applications in an incorporated area is composed of the legislative authorities of the city and county in which the application is located, the granting authority may meet together as one body, or by taking separate action. To approve an application when meeting separately, actions taken by each jurisdiction must be identical.

Upon approval or denial, and upon successful execution of an open space taxation agreement between the county and the applicant/owner, the county assessor is notified, who then makes adjustments on the basis of the approved current use value of the parcel, and notifies the owner of the new 'official value'.

As discussed earlier in this report, the three subject applications are to classify or reclassify land as Open Space Land or Open Space Farm and Agricultural Conservation Land. Applications for Open Space Land are evaluated with the Whatcom County Open Space Policy and Criteria and Public Benefit Rating System, 1995 (PBRS). A copy of the PBRS is attached at the end of this report The PBRS authorizes the Planning Commission to make for reference. recommendations to the County Council on applications for Open Space Land after considering the potential shift in taxes that would occur as a result of approval relative to the public benefit of the resource being conserved or preserved as measured with the Public Benefit Rating System. Because the taxing districts are primarily budget-based, the taxing districts do not gain/lose money. Rather, when one tax payer pays less in taxes as a result of their assessment, the other tax payers in the taxing district pay more so that the taxing district collects the same amount in revenue. Conversely, when a tax payer pays more in taxes as a result of their assessment, the other tax payers in the taxing district pay less so that the taxing district collects the same amount in revenue. This important distinction helps define the role of the Planning Commission in making recommendations to the County Council on whether to approve or deny applications for Open Space Land, and in understanding how the Public Benefit Rating System is applied.

Public Hearing

Prior to issuing a decision on an application for open space land, the granting authority is required to hold a public hearing.

III. Evaluation Systems

Open Space Land and its sub-classification Farm and Agricultural Conservation Land are evaluated with the Whatcom County Public Benefit Rating System

(PBRS). The PBRS was originally approved by Council in 1987 by resolution, then amended in 1989 by resolution, and adopted by ordinance in 1995 (WC Ord. 1995-040).

Whatcom County Open Space Policy & Pubic Benefit Rating System

The Public Benefit Rating System is an evaluation tool consisting of natural resource, recreation, historical site, and agricultural land priority resource categories that correspond to a range of potential points that may be assigned relative to the amount of benefit that may be provided to the public as a result of approving each application, as measured with the Public Benefit Rating System. Generally, resources of importance identified in the PBRS include lands that preserve, protect, conserve or enhance farmland, streams, shorelines and associated buffers, critical areas, ground water protection areas, threatened or endangered wildlife and wildlife habitat, opportunities for public recreation, scenic views and vistas, historic property, cultural resources, and others.

Applications for Open Space Land are also evaluated on the quality of the applicant's proposed <u>public access</u>. It is part of the Whatcom County Public Benefit Rating System Public Access Policy to <u>require</u> public access **unless** there is known habitat for an endangered species of wildlife, or where there is a known archeological site, or when the purpose of the open space is for wetland conservation.

In cases such as those listed above, when the County Council is acting as the granting authority, the requirement of public access may be waived at Council discretion. The Public Access Policy also contains a requirement that owners of property approved as Open Space Land post an Open Space sign that displays the rules of conduct for public access when public access is required.

Not all counties have adopted a Public Benefit Rating System. The purpose of the Public Benefit Rating System is to assist the granting authority in developing a measure of consistency in awarding reduction in assessed value according to a point system that corresponds to the relative importance of the resource being conserved. One reason a county may elect to adopt a PBRS is because decisions made by the granting authority (County Council), whether to approve or deny applications may only be appealed to Superior Court for arbitrary and capricious actions, and a PBRS may help to ensure uniformity and consistency when the PBRS is applied as a tool to determine reduction in market value.

Local priority resources that have been identified as providing public benefit if conserved, preserved, protected and enhanced, along with the corresponding range of potential points awarded for preserving or conserving those resources (i.e. the Public Benefit Rating System) were all adopted after consideration by the Planning Commission, and adopted by Council who heard from the public

on this matter at a series of public hearings in the late 1980's. The PBRS was originally approved by Council in 1987 by resolution, amended in 1989 by resolution, and then later revised and adopted by ordinance in 1995 (WC Ord. 95-040). The last revision to the PBRS in 1995 added new criteria for evaluating applications in accordance with amendments to open space taxation act in 1993. The PBRS update in 1995 added a new sub-classification of open space land, farm and agricultural conservation land and removed timber land from the Public Benefit Rating System; otherwise the PBRS has not changed in approximately 35 years.

Even though the PBRS has a point system, at its core the PBRS is a *qualitative* as opposed to a *quantitative* system. Many observers, Planning Commissioners, Council Members, and members of the public alike, have commented that the PBRS is a subjective tool.

Listed below is a brief summary of some of the resources that have been identified in the County's Public Benefit Rating System.

- Conserve or enhance natural, cultural or scenic resources; or
- Protect streams, stream corridors, wetlands, natural shorelines and aquifers; or
- Protect soil resources and unique or critical wildlife and native plant habitat; or
- Promote conservation principles by example or by offering educational opportunities; or
- Enhance the value of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open spaces; or
- Enhance recreational opportunities; or
- Preserve historic and archeology sites; or
- Affect any other factors relevant in weighing benefits to the general welfare of the public by preserving the current use of the property.

Once staff review has been completed and points are awarded, they are computed with a formula developed by the County Assessor resulting in a score that is called a Public Benefit Rating (PBR). A Public Benefit Rating of at least 45 points must be attained to receive a *staff recommendation of approval*. The PBR represents the degree of conformance with the county's adopted Basic Value and Public Benefit Value criteria that are part of the PBRS. The Public Benefit Rating (PBR) is used as a factor applied to another computed value to arrive at a new current use per acre value for the property, once approved. Attached to this report for reference is a document that gives a hypothetical example describing this formula, and also contains a discussion of the shift or off-set in taxes resulting from approving an application for Open Space Land.

IV. Applications Summary

1. OSP2021-00002 - Leslie Grace & Jeremiah Schwartz

Application to reclassify property from Open Space Farm and Agriculture to Open Space Farm and Agricultural Conservation Land

1092 E Laurel Rd, Bellingham

GEO ID: 390321252335; ~8.85 Open Space Land application acres (~9.85 total parcel acres)

Public Benefit Rating: 50.74

2. OSP2021-00003 - Whatcom Land Trust

Application to classify property as Open Space Land Skookum Creek Watershed, South Fork Valley

GEO ID: 370619505496; ~1018.57 Open Space Land application acres (~1018.57 total parcel acres)

Public Benefit Rating: 46.93

3. OSP2021-00004 - Intalco #1

Application to reclassify property from Open Space Farm and Agriculture to Open Space Farm and Agricultural Conservation Land

Multiple properties along Unick Rd, Douglas Rd, Mountain View Rd

Multiple properties along Unick Rd, Douglas Rd, Mountain View Rd, Lake Terrell Rd, Ferndale, WA

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GEO ID: 390121300061; 390121331202; 390121368057; 390121464064; 390128047195; 390128051070; 390128109194; 390128113071; 390128176199; 390128178069; 390128226481; 390128235343; 390128245204; 390128248066; 390128307481; 390128309330; 390128311065; 390128311201; 390128372483; 390128374063; 390128375336; 390128378200; 390128472510; 390128477374; 390128478308; 390128481439; 390128486044; 390128486224; ~615 Open Space Land application acres (~615 total parcel acres)
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Public Benefit Rating: 68.65

V. Application Review & Staff Findings

Staff findings for 2021 Open Space applications are listed in summary below.

All applications have been reviewed by staff, and have received a site inspection. Attached for reference at the end of this report are site evaluation worksheets, maps, and other supporting documents. A power point slide show

of each property along with staff comments and recommendations will be presented to the Planning Commission.

Open Space Land (OSL) Applications for Open Space Land are evaluated by staff in accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (1995), often referred to as the Whatcom County **PBRS**. A Public Benefit Rating or **PBR** (evaluation score) is calculated based on overall aggregate points assigned after review with the PBRS, based on a formula developed by the County Assessor. Applications must receive a Public Benefit Rating of at least 45 points for a *staff recommendation of approval*.

1. OSP2021-00002 - Leslie Grace and Jeremiah Schwartz

<u>Discussion</u>: On March 12, 2021, Planning & Development Services received an application from Leslie Grace and Jeremiah Schwartz to reclassify approximately 8.85 acres as Open Space Land. It is the understanding of PDS staff that the subject parcel no longer meets the requirements for Open Space Farm and Agriculture status and that the applicants are applying for reclassification to Open Space Land, consistent with RCW 84.34.020(1).

The Grace/Schwartz application consists of a single parcel and is subject to the zoning regulations located in Title 20, Chapter 20.36 – Rural (R5) District, with a density of one dwelling unit per 5 acres, and is designated Rural in the Comprehensive Plan

The property is located on Laurel Rd \sim 5.5 miles south of Lynden, \sim 3.75 miles north of Bellingham and \sim 0.5 miles east of the Hannegan Rd intersection.

The subject property contains wetlands and a portion a Ten-Mile Creek tributary.

In accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (PBRS), 1995, as a condition of approval, owners of open space parcels must agree to provide a certain degree of public access. The property will be available for public access, consistent with an Open Space Agreement.

After evaluating this application with the Public Benefit Rating System, staff has assigned it a Public Benefit Rating (PBR) of 50.74 (for details, please see attached evaluation worksheet sheet OSP2021-00002). The hypothetical tax shift if approved is a net increase to the property owner. The other tax payers within the same taxing districts would have their cumulative taxes reduced by a comparable amount.

Information about the tax shift is listed for consideration by the Planning Commission and County Council, so that they may consider the overall shift in taxes relative to the merits of the application as measured with the public benefit rating system.

A Public Benefit Rating of at least 45 points must be attained to receive a *staff recommendation of approval*. The application has received a PBR greater than 45, and therefore staff recommends approval of the Grace/Schwartz application for Open Space Land reclassification.

2. OSP2021-00003 - Whatcom Land Trust

<u>Discussion</u>: On June 17, 2021, Planning & Development Services received an application from Weyerhaeuser Company to reclassify approximately 1,018 acres as Open Space Land. This application was taken over by the Whatcom Land Trust. It is the understanding of PDS staff that the subject parcel no longer meets the requirements for Designated Forestland status and the applicants are applying for reclassification to Open Space Land, consistent with RCW 84.34.020(1).

The Whatcom Land Trust application consists of one parcel and is subject to the zoning regulations located in Title 20, Chapter 20.43 – Commercial Forestry (CF) District. Residential development is not permitted in this zoning district.

The property is located beyond the end of Saxon Road, ~5 miles south/southeast of the Town of Acme, ~2.5 miles north of the Whatcom/Skagit county border, ~4.5 miles east of the Saxon Rd/Hwy 9 intersection.

The subject property contains a large portion of the Skookum Creek watershed. Skookum Creek is a Shoreline Stream and a significant tributary to the South Fork Nooksack River.

In accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (PBRS), 1995, as a condition of approval, owners of open space parcels must agree to provide a certain degree of public access. The property will be available for public access, consistent with an Open Space Agreement.

After evaluating this application with the Public Benefit Rating System, staff has assigned it a Public Benefit Rating (PBR) of 46.93 (for details, please see attached evaluation worksheet sheet OSP2021-00003). The hypothetical tax shift if approved is a net increase to the property owner. The other tax payers within the same taxing districts would have their cumulative taxes decrease by a comparable amount.

Information about the tax shift is listed for consideration by the Planning Commission and County Council, so that they may consider the overall shift in taxes relative to the merits of the application as measured with the public benefit rating system.

A Public Benefit Rating of at least 45 points must be attained to receive a *staff* recommendation of approval. The application has received a PBR greater than 45, and therefore staff recommends approval of the Whatcom Land Trust application for Open Space Land classification.

3. OSP2021-00004 - Intalco #1

<u>Discussion</u>: On June 24, 2021, Planning & Development Services received an application from Intalco to reclassify approximately 85 acres as Open Space Land. It is the understanding of PDS staff that the subject parcel no longer meets the requirements for Open Space Farm and Agriculture status and that the applicants are applying for reclassification to Open Space Land, consistent with RCW 84.34.020(1).

The application consists of 7 parcels, which are subject to the zoning regulations located in Title 20, Chapter 20.36 – Rural (R5) District with a density of one dwelling unit per 5 acres, and Chapter 20.68 – Heavy Impact Industrial (HII) District which does not allow residential development. These parcels are designated Rural and Major/Port Industrial UGA in the Comprehensive Plan.

The properties are located immediately south of Lake Terrell, ~2.75 miles west of Ferndale and ~4.25 miles south southeast of Birch Bay.

The subject properties are managed by the Washington Department of Fish and Wildlife for wildlife habitat and contain wetlands, and a tributary to Lake Terrell. An archery course available to the public is located on portions of these parcels.

In accordance with Whatcom County Open Space Policy and Criteria and Public Benefit Rating System (PBRS), 1995, as a condition of approval, owners of open space parcels must agree to provide a certain degree of public access. The property will be available for public access, consistent with an Open Space Agreement.

After evaluating this application with the Public Benefit Rating System, staff has assigned it a Public Benefit Rating (PBR) of 68.65 (for details, please see attached evaluation worksheet sheet OSP2021-00004). The hypothetical tax shift if approved is a net increase to the property owner. The other tax payers within the same taxing districts would have their cumulative taxes reduced by a comparable amount.

Information about the tax shift is listed for consideration by the Planning Commission and County Council, so that they may consider the overall shift in taxes relative to the merits of the application as measured with the public benefit rating system.

A Public Benefit Rating of at least 45 points must be attained to receive a *staff* recommendation of approval. The application has received a PBR greater than 45, and therefore staff recommends approval of the Intalco #1 application for Open Space Land classification.

Please find attached individual evaluation sheets that include a detailed description of the public benefit offered and assigned scores for each criterion; the Whatcom County Open Space Policy and Criteria and Public Benefit Rating System, 1995; and the June 2017 Department of Revenue Open Space Taxation Act publication.

ATTACHMENTS

- Hypothetical example of applied PBR and explanation of shift in taxes
- Individual Application Evaluation Forms and Maps;
- Whatcom County Open Space Policies and Criteria and Public Benefit Rating System (PBRS);
- 2017 Department of Revenue Open Space Taxation Act Publication;

Report Prepared for the Whatcom County Planning Commission by:

Joshua Fleischmann, Open Space Administrator (360)778-5952 jfleisch@co.whatcom.wa.us

WHATCOM COUNTY

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



Mark Personius, AICP
Director

Open Space Land Public Benefit Rating System-Evaluation Form

File # OSP2021-00002 - Reclassification to Open Space Land						
Property Owner (s): Leslie Grace, Jeremiah Schwartz	Classification: Open Space Farm and Agricultural Conservation Land					
Site Address: 1092 E Laurel Rd	Status: Application for Reclassification					
Bellingham, WA 98226	Assessor's Parcel No.(s):					
	Parcel: 390321252335					
	Parcel Acres:	9.85 Acres				
Watershed: • 3 rd Order: Barrett Lake • 2 nd Order: Lower Nooksack • 1 st Order: Nooksack	Open Space Land Application Acre(s):	8.85 Acres				
Comprehensive Plan Designation/Zoning Designation: Rural	Zoning Designation: R5A					
Historical Land Use: Agriculture	Shorelines: n/a					

Soil/Type Capabilities:

- ~82.4% #179 Whatcom silt loam, 3 to 8% slopes, Prime Farmland
 - 3w Severe limitations that reduce the choice of plants or require special conservation practices, or both; Excess water
- ~16.2% #181 Whatcom silt loam, 30 to 60% slopes, Not prime Farmland
 - 7e Limitations that preclude their use for commercial plant production and restrict their use to recreation, wildlife, or water supply or to esthetic purposes; Erosion and runoff
- \sim 1.4% #182 Whatcom-Labounty silt loams, 0 to 8% slopes, Prime farmland if drained
 - 5w Little or no erosion hazard but have other limitations impractical to remove that limit their use largely to pasture, range, woodland, or wildlife food and cover; Excess water
 - 3w Severe limitations that reduce the choice of plants or require special conservation practices, or both; Excess water

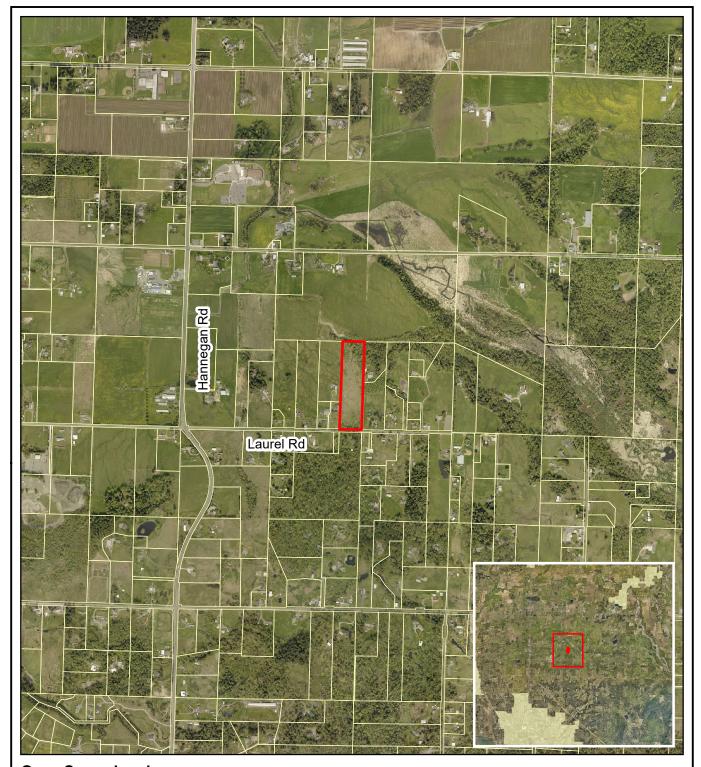
Basic Value (BV)	Score	MAX	Public Benefit Value (PBV)	Score	МАХ
Traditional or Potential Farmland Lands historically used for agriculture and not devoted to a use inconsistent with agricultural uses -Roughly 80% of the property has not been devoted to a use inconsistent with agricultural uses (forested)	13.5	15	Public Access: -Provides recreation access -Public road frontage -Off-street parking available -The property will be available to the public during daylight hours on weekdays	28%	40 %
Soil Value - ~85% of the property is Prime Farmland, or Prime farmland if drained. The remainder is not prime farmland ~85% of the property contains capability classification III, while the remainder is classification V or VII	12.75	15	Water Resource Protection: Preservation of hydrologic processes of the streams and wetlands	6.67%	20 %
Comprehensive Plan Designation	0	5	Wildlife Habitat: -Moderate amount of edge habitat	5%	20%
Conserves or Enhances Natural, Cultural or Scenic Resources:	0	5	Parcel Size Parcel is approximately 10 acres	3.125%	>20 acres = +10% max; < 5 acres = -40% requir ed
Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers: -Lands near/adjacent to streams where alterations would result in loss of quality of water and general regime -Lands adjacent to bodies of water -Lands including and adjacent to wetlands	2.5	5	Linkage with other Open Space Land is adjacent to other open space lands classified under RCW 84.34	5%	5 %

Protects Soil, Unique or Critical Wildlife, Native Plant Habitat: -Portions of the property have slopes exceeding 25%	1.66	5	Natural Areas Roughly 15% of the property is in natural cover.	0.75%	5 %
Promotes Conservation Principles by Example/Offers Educational Opportunities: Farm Plan???	0	5	Financial Advantage	0%	40 % (-)
Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces -Land is adjacent to other open space lands classified under RCW 84.34	1.25	5	<u>Discretionary Value</u> <u>NA</u>	0%	40 % (+/-)
Enhances Recreation Opportunities: Lands will provide opportunities for passive recreational activities.	2.5	5			
Preserves Historic and Archeological Sites	0	5			
Total	34.16	70	Total	48.545%	140 %

The Public Benefit Rating is calculated using the following formula: Public Benefit Rating Formula $BV + (BV \times PBV) = 34.16 + (34.16 * .48545)$

Public Benefit Rating (PBR) =50.74 OSP2021-00002

Must receive at least 45 points for a staff recommendation of approval



Open Space Land

OSP2021-00002 -Leslie Grace and Jeremiah Schwartz - 8.85 Ac.



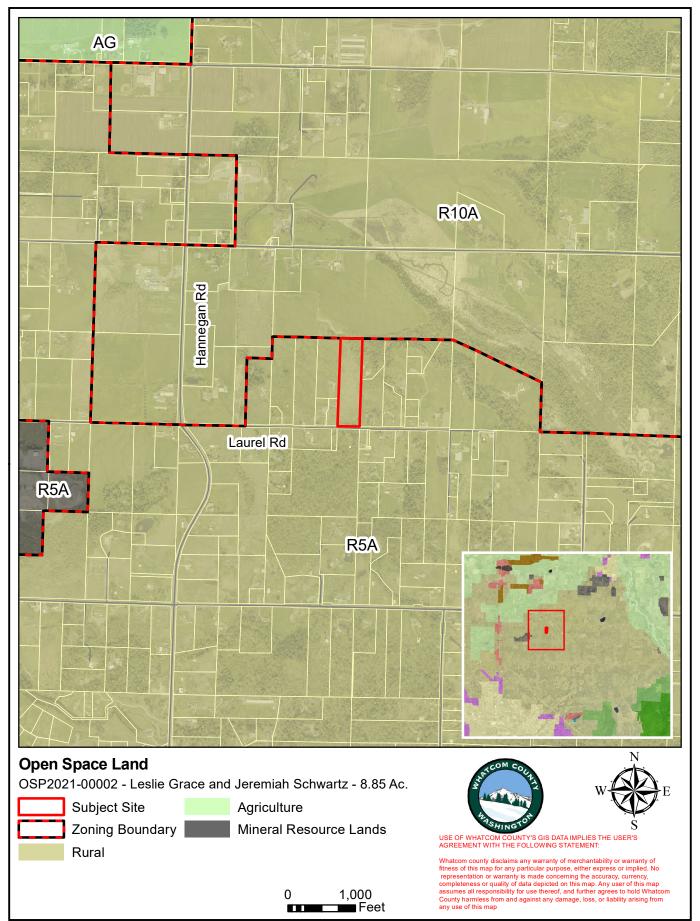




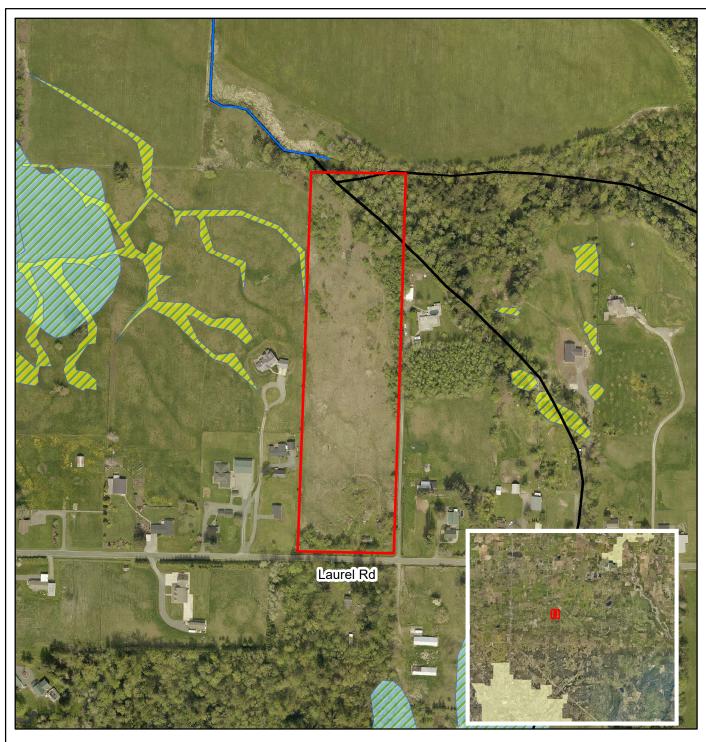


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Ecosystem



Open Space Land

OSP2021-00002 - Leslie Grace and Jeremiah Schwartz - 8.85 Ac.



Subject Site

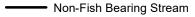


Delineated Wetlands





Modeled We







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WHATCOM COUNTY

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



Mark Personius, AICP Director

Open Space Land Public Benefit Rating System-Evaluation Form

File # OSP2021-00003 - Reclassification to Open Space Land					
Property Owner (s): Whatcom Land Trust	Classification: Open Space Land				
Street Address: 412 N Commercial St	Status: Application	for Reclassification			
City: Bellingham	Assessor's Parce	el No.(s):			
State: WA Zip: 98227	Parcel A: 370619505496				
Site Address: n/a	Parcel Acres:	1,018.57 Acres			
 Watershed: 3rd Order: Skookum Creek Watershed 2nd Order: South Fork Subbasin 1st Order: Nooksack 	Open Space Land Application Acre(s):	1,018.57 Acres			
Comprehensive Plan Designation: Commercial Forestry	Zoning Designation Commercial Forestry				
Historical Land Use: Timber Management	Shorelines: Conse	rvancy			

Soil/Type Capabilities:

- ~1% #1 Andic Cryochrepts, 60 to 90% slopes, Not prime farmland
 - 7e Very severe limitations that make them unsuited to cultivation and that restrict their use largely to grazing, woodland, or wildlife; Erosion and runoff
- ~12.5% #3 Andic Xerochrepts, 60 to 90% slopes, PR
 - 7e Very severe limitations that make them unsuited to cultivation and that restrict their use largely to grazing, woodland, or wildlife; Erosion and runoff
- ~3% #35 Crinker very channery silt loam, 30 to 60% slopes

- 7e Very severe limitations that make them unsuited to cultivation and that restrict their use largely to grazing, woodland, or wildlife; Erosion and runoff
- ~0.5% #83 Kindy gravelly silt loam, 8 to 30% slopes,
 - 6e Severe limitations that make them generally unsuited to cultivation and limit their use largely to pasture or range, woodland, or wildlife food and cover.
- ~24% #84 Kindy gravelly silt loam, 30 to 60% slopes
 - 7e Very severe limitations that make them unsuited to cultivation and that restrict their use largely to grazing, woodland, or wildlife; Erosion and runoff
- ~2% #129 Rinker very channery silt loam, 30 to 60% slopes
 - 7e Very severe limitations that make them unsuited to cultivation and that restrict their use largely to grazing, woodland, or wildlife; Erosion and runoff
- ~3% #137 Sandun very gravelly sandy loam, 5 to 30% slopes
 - 4e Very severe limitatios that restrict the choice of plants, require very careful management, or both; Erosion and runoff
- ~52% #138 Sandun very gravelly sandy loam, 30 to 60% slopes
 - 7e Very severe limitations that make them unsuited to cultivation and that restrict their use largely to grazing, woodland, or wildlife; Erosion and runoff
- ~1.5% #155 Springsteen very gravelly loam, 30 to 60% slopes
 - 7e Very severe limitations that make them unsuited to cultivation and that restrict their use largely to grazing, woodland, or wildlife; Erosion and runoff

Basic Value (BV)	Score	MAX	Public Benefit Value (PBV)	Score	MAX
Conserves or Enhances Natural, Cultural or Scenic Resources: -Lands possess unique scenic vistas of the Twin Sisters, available to the public	2.5	10	Public Access: -Shoreline Access -Recreation Access -Day use, 7-days per week, access typical of open space requirements	24%	40 %
Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers: -Lands near/adjacent to streams where alterations would result in loss of quality of water and general regime -Lands adjacent to bodies of water	3.33	10	Water Resource Protection: Preservation of hydrologic processes of Skookum Creek, a main tributary of the South Fork Valley	6.67%	20 %
Protects Soil, Unique or Critical Wildlife, Native Plant Habitat: -Portions of the property have slopes exceeding 25% -Portions of the property provide for Federally Threatened salmonid species	6.67	10	Wildlife Habitat: -The property provides habitat for Federally Threatened salmonid species -Land has abundance of diversity of wildlife associated with edge habitat and areas of vegetative and topographic diversity	20%	20%
Promotes Conservation Principles by Example/Offers Educational Opportunities: -A conservation and public access easement has been recorded on the property and is held by Whatcom County	5	10	Parcel Size Parce (Combined Parcel) is ~1,018.57 Acres	10%	>20 acres = +10% max; < 5 acres = -10% max
Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces: -Lands may help to provide for successful implementation of Whatcom County Trail Plan, as identified on page 59 of the Comprehensive Parks, Recreation and Open Space Plan 2016Lands adjacent to other open space lands classified under RCW 84.33 or RCW 84.34	5	10	Linkage with other Open Space -Land is adjacent to other open space lands classified under RCW 84.34	5%	5 %

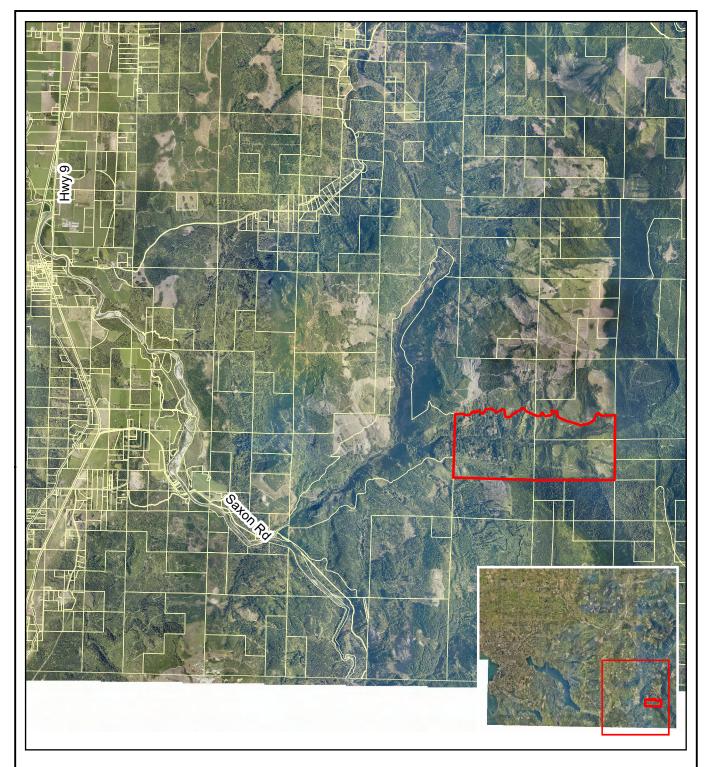
Enhances Recreation Opportunities: -Lands provide opportunities for passive recreational activities such as hiking, horseback riding, bird watching and nature observation.	5	10	Natural Areas -Parcel does not contain homesites, outbuildings, or clearings	5%	5 %
Preserves Historic and Archeological Sites	0	10	Financial Advantage	0%	40 % (-)
			Discretionary Value NA	0%	40 % (+/-)
Total	27.5	70	Total	70.67%	140 %

The Public Benefit Rating is calculated using the following formula: Public Benefit Rating Formula $BV + (BV \times PBV) = 27.5 + (27.5*0.7067)$

OSP2021-00003

Public Benefit Rating (PBR) = 46.93

Must receive at least 45 points for a staff recommendation of approval



Open Space Land

OSP2021-00003 - Whatcom Land Trust - ~1,018 Ac.





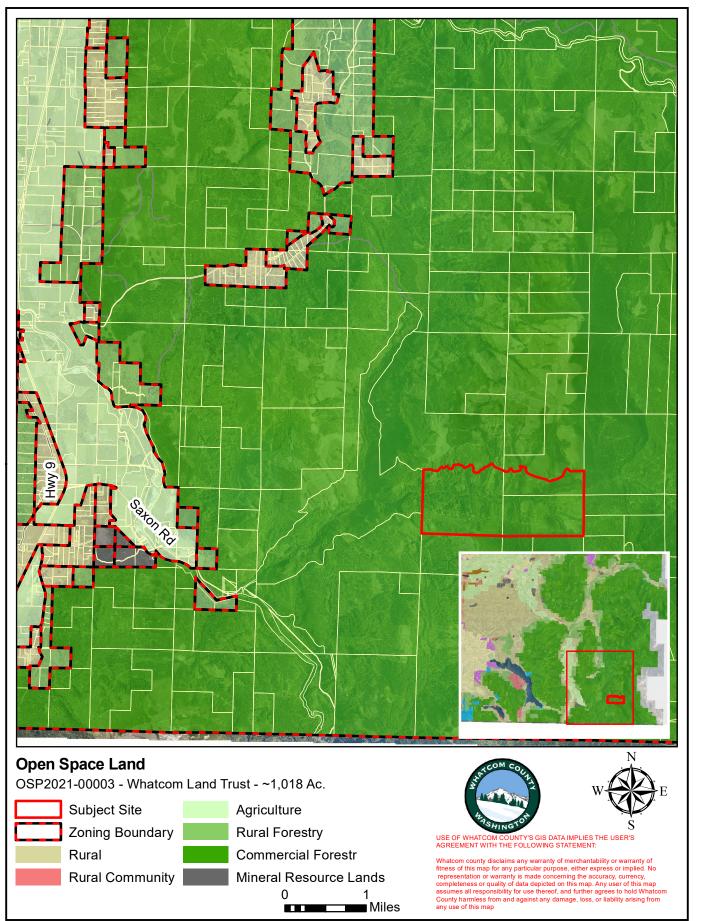




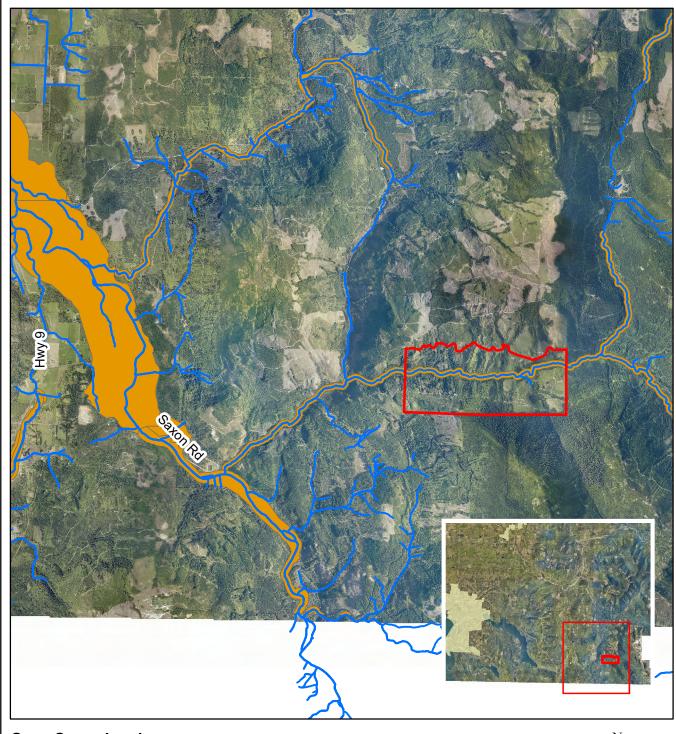
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Comprehensive Plan/Zoning



Ecosystem



Open Space Land

OSP2021-00003 - Whatcom Land Trust - ~1,018 Ac.



Fish Bearing Streams







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WHATCOM COUNTY

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



Mark Personius, AICP Director

Open Space Land Public Benefit Rating System-Evaluation Form

File # OSP2021-00004 - Reclassification to Open Space Land				
Property Owner (s): Intalco	Classification: Open Space Farm and Agricultural Conservation Land			
Site Address: Multiple properties along Unick Rd, Douglas Rd, Mountain View Rd, Lake Terrell Rd	Status: Application	n for Reclassification		
 Watershed(s): 3rd Order: Terrell 2nd Order: Birch Bay 1st Order: Coastal 3rd Order: Cherry Point 2nd Order: Birch Bay 1st Order: Coastal 3rd Order: Jordan 2nd Order: Lummi Bay 1st Order: Coastal 3rd Order: Sandy Point 2nd Order: Lummi Bay 1st Order: Coastal	Assessor's Parcel No. (s): Parcel: 390121300061; 390121331202; 390121368057; 390121464064; 39012804719; 390128051070; 390128109194; 39012811307; 390128176199; 390128178069; 39012822648; 390128235343; 390128245204; 39012824806; 390128307481; 390128309330; 39012831106; 390128375336; 390128372483; 39012837406; 390128477374; 390128478308; 39012847251; 390128477374; 390128478308; 39012848143; 390128486044; 390128486224 Parcel Acres: Open Space Land Application Acre(s):			
Comprehensive Plan Designation: Major/Port Industrial UGA; Rural	Zoning Designation Heavy Impact Indus			
Historical Land Use: Agriculture; Recreation	Shorelines: n/a			

Soil/Type Capabilities:

- ~23.5% #12 Birchbay silt loam, 0 to 3% slopes, Prime farmland
 - 3w Severe limitations that reduce the choice of plants or require special conservation practices, or both; Excess water
- ~10.0% #13 Birchbay silt loam, 3 to 8% slopes, Farmland of statewide importance
 - 3w Severe limitations that reduce the choice of plants or require special conservation practices, or both; Excess water
- ~1.0% #14 Birchbay silt loam, 8 to 15% slopes, Farmland of statewide importance
 - 3w Severe limitations that reduce the choice of plants or require special conservation practices, or both; Erosion and runoff
- ~2.5% #62 Hale silt loam, drained 0 to 2% slopes, Prime farmland if drained
 - 2w Some limitations that reduce the choice of plants or require moderate conservation practices; Excess water
- ~1.5% #72 Histosols, ponded 0 to 1% slopes, Prime farmland if drained
 - 5w Little or no erosion hazard but have other limitations impractical to remove that limit their use largely to pasture, range, woodland, or wildlife food and cover; Excess water
- ~8.5% #79 Kickerville silt loam, 0 to 3% slopes, Prime farmland
 - 1 Few limitations that restrict its use.
- ~19.5% #80 Kickerville silt loam, 3 to 8% slopes, Prime farmland
 - 2e Some limitations that reduce the choice of plants or require moderate conservation practices; Erosion and runoff
- ~1.0% #94 Labounty silt loam, drained 0 to 2% slopes, Prime farmland if drained
 - 3w Severe limitations that reduce the choice of plants or require special conservation practices, or both; Excess water
- ~5.0% #143 Shalcar muck, drained, 0 to 2% slopes, Prime farmland if drained
 - 4w Very severe limitations that restrict the choice of plants, require very careful management, or both; Excess water
- ~2.5% #165 Tromp loam, 0 to 2% slopes, Prime farmland
 - 3w Severe limitations that reduce the choice of plants or require special conservation practices, or both; Excess water
- ~0.5% #178 Whatcom silt loam, 0 to 3% slopes, Prime farmland
 - 3w Severe limitations that reduce the choice of plants or require special conservation practices, or both; Excess water
- ~25% #184 Whitehoren silt loam, 0 to 2% slopes, Prime farmland if drained
 - 5w Little or no erosion hazard but have other limitations impractical to remove that limit their use largely to pasture, range, woodland, or wildlife food and cover; Excess water

Basic Value (BV)	Score	MAX	Public Benefit Value (PBV)	Score	MAX
Traditional or Potential Farmland -Lands have historically been used for agriculture -Roughly 40% of the property has not been devoted to a use inconsistent with agricultural uses (forested)	10.5	15	Public Access: -Recreation Access -Public Road Frontage -Off-street parking -Restrictions on access are limited	32%	40 %
Soil Value -Roughly 55% of the land contains prime farmland - Roughly 74% of the land contains capability classification I-IV	9.64	15	Water Resource Protection: Preservation of hydrologic processes streams and wetlands	6.67%	20 %
Comprehensive Plan Designation	0	5	Wildlife Habitat: -The property provides habitat for Federally Threatened salmonid species -Land has abundant edge habitat.	20%	20%
Conserves or Enhances Natural, Cultural or Scenic Resources: -Lands serve as buffer between areas of industrial activity and areas of human habitation	1.25	5	Parcel Size Parcel (Combined Parcels) is ~615 acres	10%	>20 acres = +10% max; < 5 acres = -10% max
Protect Streams, Stream Corridors, Wetlands, Shorelines and Aquifers: -Lands near/adjacent to streams where alterations would result in loss of quality of water and general regime -Lands which provide for preservation of swamps -Lands adjacent to bodies of water -Lands adjacent to wetlands	3.33	5	Linkage with other Open Space -Land is adjacent to other open space lands and parkland	5%	5 %
Protects Soil, Unique or Critical Wildlife, Native Plant Habitat: -Portions of the property provide for Federally Threatened salmonid species	1.67	5	Natural Areas -Roughly 56% of the parcel is in natural cover and not developed with a home site, outbuildings and clearings.	2.85%	5 %

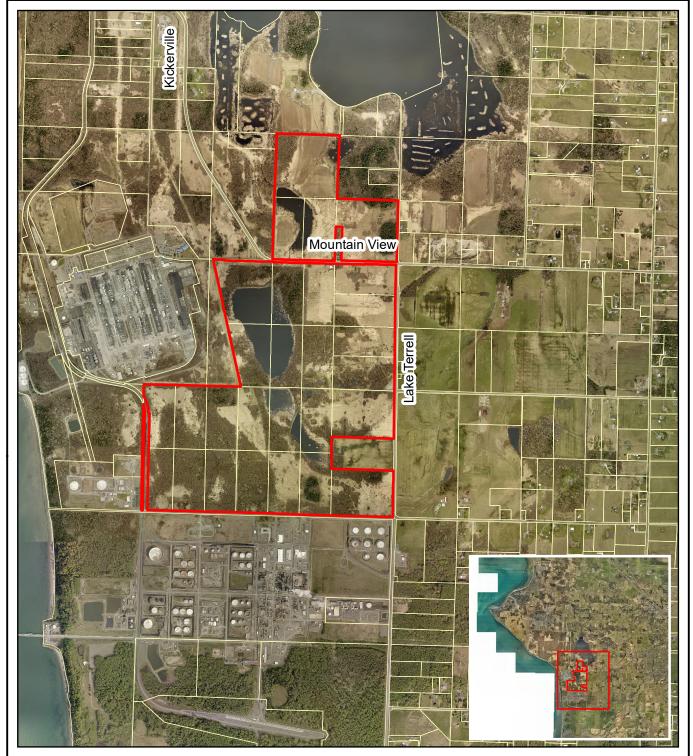
Promotes Conservation Principles by Example/Offers Educational Opportunities: -The property is managed by the Washington Department of Fish and Wildlife for wildlife habitat.	2.5	5	Financial Advantage	0%	40 % (-)
Enhances Value of Abutting Parks, Forests, Wildlife Preserves, or other Open Spaces: -Lands may help to provide for successful implementation of Whatcom County Trail Plan, as identified on page 59 of the Comprehensive Parks, Recreation and Open Space Plan 2016Lands adjacent to other open space lands classified under RCW 84.33 or RCW 84.34	2.5	5	Discretionary Value NA	0%	40 % (+/-)
Enhances Recreation Opportunities: -Lands provide private recreational facilities (Archery Range) available to the public without chargeLands provide opportunities for passive recreational activities such as hiking, horseback riding, bird watching and nature observation.	5	5			
Preserves Historic and Archeological Sites One of the 28 Subject Parcels contains a recorded archaeological site.	2.5	5			
Total	38.89	70	Total	76.52%	140 %

The Public Benefit Rating is calculated using the following formula:

Public Benefit Rating Formula $BV + (BV \times PBV) = 38.89 + (38.89 \times .7652)$

OSP2021-00004 Public Benefit Rating (PBR) =68.65

Must receive at least 45 points for a staff recommendation of approval



Open Space Farm & Agricultural Conservation Land

OSP2021-00004 - Intalco - ~615 Ac.





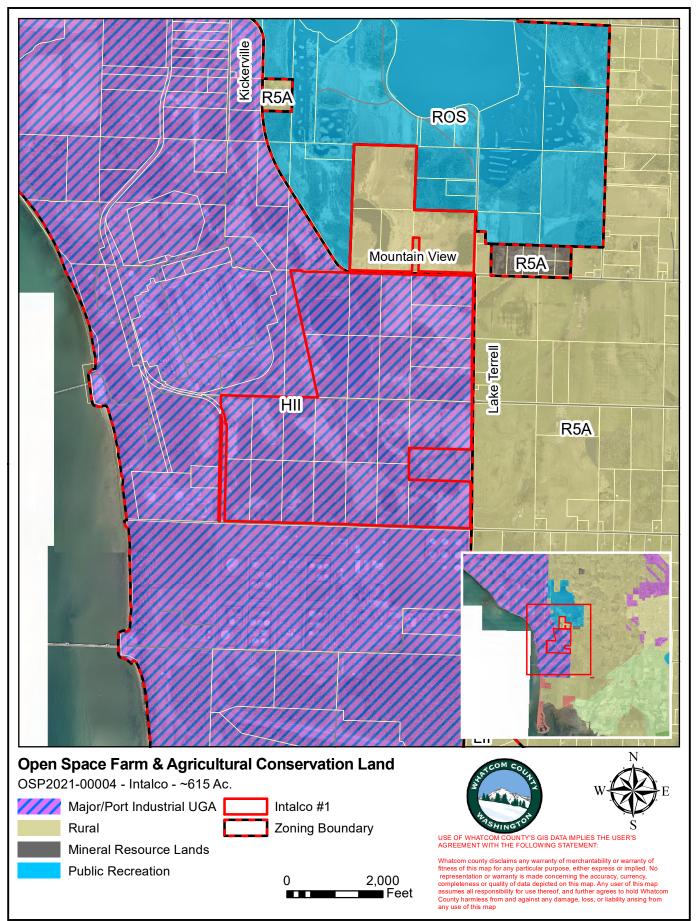




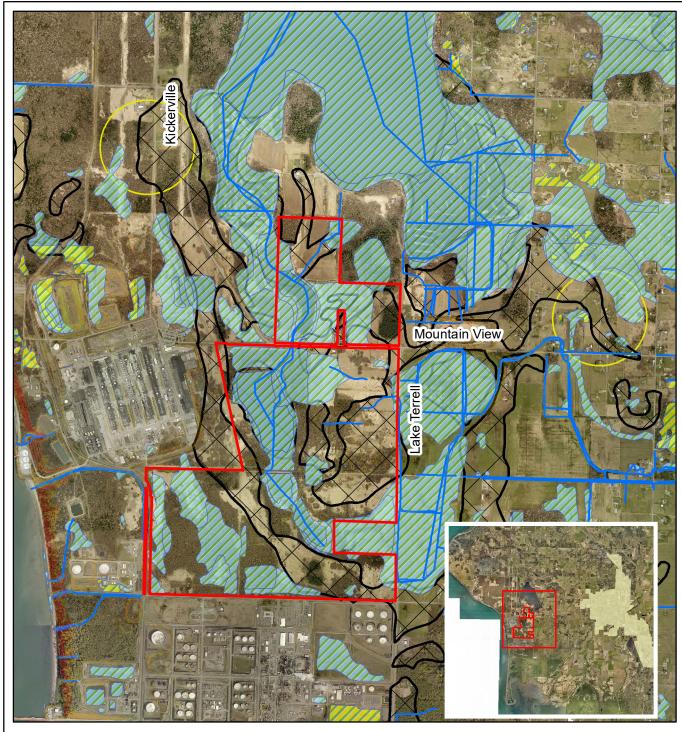
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Comprehensive Plan/Zoning



Ecosystem



Open Space Farm & Agricultural Conservation Land

OSP2021-00004 - Intalco - ~615 acres



Intalco #1



Fish Bearing Streams



Delineated Wetlands



Modeled Wetlands



Surficial Aquifers





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	SPONSORED BY:
	PROPOSED BY:
	INTRODUCTION DATE:
RESOLUTION NO:	

APPROVING RECOMMENDATIONS ON APPLICATIONS FOR OPEN SPACE CURRENT USE ASSESSMENT

WHEREAS, The Open Space Taxation Act codified as Chapter 84.34 RCW, gives counties authority to approve applications for current use classification and reclassification for the following classifications: Farm and Agricultural Land, Open Space Land, Farm & Agricultural Conservation Land, and Timber Land; and

WHEREAS, Pursuant to Whatcom County Code, Section 3.28.020, applications for the classification of Open Space Land and Farm & Agricultural Conservation Land are received and evaluated by Whatcom County Planning and Development Services Department staff, and the results of this evaluation are then presented to the Whatcom County Planning Commission for their review and consideration in making recommendations to the County Council on whether to approve the applications in whole or in part; and

WHEREAS, Pursuant to RCW 84.34.055 and WAC 458-30-330 Whatcom County has adopted a Public Benefit Rating System (PBRS) by Ordinance # 95-040, which is used by staff to rate applications for Open Space Land and Open Space Farm & Agricultural Conservation Land; and

WHEREAS, Applications for Open Space Land and Open Space Farm & Agricultural Conservation Land are evaluated with the Public Benefit Rating System and assigned a Public Benefit Rating (PBR) that corresponds with a staff recommendation of approval or denial, and must receive a score of 45 or above for a staff recommendation of approval; and

WHEREAS, In accordance with the Whatcom County Open Space Policies and Public Benefit Rating System, public access is a condition of approval for Open Space Land applications, *except* that this requirement may be waived by the Council when the purpose of the classification is for the conservation of wetlands; or when there is a documented occurrence of: State or Federal Threatened Endangered Species, Federal Proposed Endangered or Threatened Species, State Sensitive or Monitor Species; or when there is a known or potentially significant archaeological site; and

WHEREAS, On October 27, 2022 the Whatcom County Planning Commission held a public hearing and considered staff recommendations and considered all input from the public on applications; and

WHEREAS, Pursuant to WAC 197-11-800(6)(c), matters relating to Open Space Current Use Assessment are determined not to be major actions and thus exempt from environmental review under the State Environmental Policy Act (SEPA); and

WHEREAS, Pursuant to RCW 36.70.390, the statutory requirements regarding legal notice have been met; and

WHEREAS, The County Council has approved the following Findings of Fact and Reasons for Action:

- 1. In 2021, Whatcom County received seven applications to classify or reclassify land under the open space current use program (Chapter 84.34. RCW) on lands located within the jurisdiction of Whatcom County. Prior to the Planning Commission Public Hearing, four applications were subsequently withdrawn by the applicants.
- 2. Of the remaining three applications: two applications were for reclassification to Open Space Farm and Agricultural Conservation Land (OSFAC), and one application was for reclassification to Open Space Land (OSL). Upon receipt of the applications, Planning and Development Services staff evaluated the open space land applications with the Public Benefit Rating System (PBRS), and also for conformance with the Open Space Taxation Act (RCW 84.34).
- 3. Staff prepared a report for the Planning Commission with a recommendation on whether to approve in whole or in part or to deny the application based on review with the applicable evaluation criteria and scores assigned. This report was presented to the Whatcom County Planning Commission and to members of the public who were present at the Whatcom County Planning Commission public hearing held on October 27, 2022.
- 4. Staff recommended approval of three Open Space Land applications based on an assigned Public Benefit Rating (PBR) score of greater than 45 points which must be attained in order for a staff recommendation of approval pursuant to Whatcom County Open Space Policies and Criteria and Public Benefit Rating System.
- 5. Whatcom County Planning Commissioners considered staff findings and recommendations and voted to recommend approval on three applications.

NOW, THEREFORE, BE IT RESOLVED BY THE WHATCOM COUNTY COUNCIL:

1. The Planning Commission recommendations on the applications for open space current use assessment listed below are hereby approved:

OSP2021-00002 – Leslie Grace & Jeremiah Schwartz – 1092 E Laurel Rd, Bellingham

Application to reclassify property from Open Space Farm and Agriculture to Open Space Farm and Agricultural Conservation Land

GEO ID: 390321252335; ~8.85 Open Space Land application acres (~9.85 total parcel acres)

Public Benefit Rating: 50.74

Staff recommends approval

Planning Commission recommends approval

OSP2021-00003 – Whatcom Land Trust – Skookum Creek Watershed, South Fork Valley

Application to classify property as Open Space Land

GEO ID: 370619505496; ~1018.57 Open Space Land application acres (~1018.57 total parcel acres)

Public Benefit Rating: 46.93

Staff **recommends** approval

Planning Commission recommends approval

OSP2021-00004 - Intalco - Multiple properties along Unick Rd, Douglas Rd, Mountain View Rd and Lake Terrel Rd, Ferndale, WA

Application to reclassify property from Open Space Farm and Agriculture to Open Space Farm and Agricultural Conservation Land

```
GEO ID: 390121300061; 390121331202; 390121368057; 390121464064; 390128047195; 390128051070; 390128109194; 390128113071; 390128176199; 390128178069; 390128226481; 390128235343; 390128245204; 390128248066; 390128307481; 390128309330; 390128311065; 390128311201; 390128372483; 390128374063; 390128375336; 390128378200; 390128472510; 390128477374; 390128478308; 390128481439; 390128486044; 390128486224; ~615 Open Space Land application acres (~615 total
```

Public Benefit Rating: 68.65

Staff **recommends** approval

Planning Commission recommends approval

2. Adjudication of invalidity of any of the sections, clauses, or provisions of this resolution shall not affect or impair the validity of the resolution as a whole or any part thereof other than the part so declared to be invalid.

APPROVED this	day of	, 2022
WHATCOM COUNTY CO	UNCIL	WHATCOM COUNTY, WASHINGTO
ATTEST:		
Dana Prayın Davia		Todd Donovon
Dana Brown-Davis Clerk of the Council		Todd Donovan Council Chair
APPROVED AS TO FORM	1:	
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: AB2022-717

File ID:	AB2022-717	Version:	1	Status:	Agenda Ready		
File Created:	11/29/2022	Entered by:	DBrown@co.whatcom.wa.us				
Department:	Council Office	File Type:	Discussion				
Assigned to: Agenda Date:	Council Committee of 12/06/2022	of the Whole		Final Act			
Primary Conta	act Email: DBrown@co	o.whatcom.wa.	us				
TITLE FOR	R AGENDA ITEM:						
Discussion re	egarding the Council's	general meeti	ing rules				
SUMMARY	STATEMENT OR I	LEGAL NOT	ICE LANGUAGE:				
Discussion re	egarding the Council's	general meeti	ing rules				
HISTORY OF LEGISLATIVE FILE							
Date: Actir	ng Body:		Action:	Sent To:			
Attachments:		-					



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2022-080

File ID:	MIN2022-080	Version: 1	Status:	Agenda Read
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File Created: 11/21/2022 Entered by: KFelbing@co.whatcom.wa.us

Department: Council Office File Type: Minutes Consent

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Special Council for November 17, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTO	HISTORY OF LEGISLATIVE FILE							
Date:	Acting Body:	Action:	Sent To:					

Attachments: Draft Minutes Special Council Budget Nov 17 2022

Whatcom County Council (Special)

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



Minutes - Draft Minutes

Thursday, November 17, 2022 1 PM 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

Council Chair Todd Donovan called the meeting to order at 1 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. AB2022-634 Discussion of the County Executive's recommended 2023-2024 Biennium Budget

Approximate Timestamp: 00:00:25

Tyler Schroeder, Director of Administrative Services answered the time frame for when they need everything finalized for this budget, whether they have added any other FTEs to the General Fund besides the Sheriff's deputies, and whether there is a public hearing scheduled for the budget Ordinance. There is a public hearing on November 22nd and there have not been other FTEs added to the General Fund by Council.

Donovan spoke about the fund balance reserve being below the recommended fifteen percent (15%) threshold if they add the proposed Sheriff deputy FTEs and being even lower if they add the new jail beds that they have directed the Sheriff to find.

Schroeder answered how they incorporate technical corrections and Council changes into the budget.

Kershner suggested they talk about some ideas for finding revenue to pay for the Sheriff positions and then move on to other changes proposed by herself and by Galloway.

Councilmembers and the following people discussed whether reducing the budget for the Emergency Medical Services (EMS) program, reducing the levy rate (and levy collection), then taking the difference from the levy rate that was passed and increasing the General Fund collection by utilizing banked capacity is something they can do.

- Tyler Schroeder, Executive's Office
- Satpal Sidhu, County Executive

Donovan stated his discomfort with that is that voters passed a tax to fund EMS and not to fund law enforcement.

Kershner stated it could be explained that the reduction to a \$.22 rate will give the EMS program the base revenue plus the \$2.5 million for the fifth medic unit, plus \$1.5 million for the Basic Life Support (BLS) program, as well as about \$2 million to continue operating, which should be more than adequate considering they still have a \$15 million fund balance after giving BLS \$5 million and buying the gurneys for \$1.4 million.

Sidhu discussed whether the idea should be brought to the EMS Oversight Board (EOB) and how that would affect the timing of budget adoption, whether having more deputies would solve the increase in crime, and making investments in our alternative response team which will ultimately reduce deputy workload.

Councilmembers discussed seeing the need for ten deputies after the recent Justice Project town hall meeting, whether higher assessed property values would allow for a lower levy rate, the need for law enforcement partners in some EMS response, whether this would be seen as a bait and switch to the voters, whether the discussion they need to be having is what FTEs should be cut from the budget, an email in the summer in which the Executive recommended the Council look at a \$.26 levy rate, whether they need legal advice, whether this is being reactionary because there is a lot of crime but not looking at the longer term effects, the fact that the Sheriff has been coming to the Council for at least a decade asking for a new jail and more deputies, and prioritizing the many needs in the county.

Approximate Timestamp: 00:21:59

Galloway asked about funding five FTEs in 2023 and holding off on funding an additional five FTEs in 2024 and coming back with an assessment after the first year.

Donovan asked how much banked capacity they would use under Kershner's proposal and how much of that banked capacity they would have been able to use for the construction of a jail.

Sidhu stated the Administration will be sharing different options for the capital project soon. He stated his suggestion for the Sheriff's Office is to find some middle ground. We will know more about whether we will get money for the alternate response team from the State which would free us to put more money into the Sheriff's deputies. He stated he read that if we

have more deputies on the street we have more arrests. We have no jail space, so we come into that cycle again.

Councilmembers discussed that hiring for the vacancies is just keeping the status quo and we have been hearing for decades that the Sheriff's Office is low, whether a year is long enough to hire and train deputies and then assess whether it made a difference and whether they should hire five more, the idea that when you hire and have more deputies on the ground you reduce crime because there is more of a presence of law enforcement, figuring out what the banked capacity amount would be and then seeing if there is support for that, and a proposal of getting rid of all the new FTE that are coming out of the General Fund and finding another position which would save them a million dollars.

Schroeder answered what the banked capacity would be and whether EMS could be fully funded the amount that is in the levy plan (\$13.235 million) and then extra money that comes in from valuations being higher than anticipated could be used elsewhere. He explained that the levy is a budget-based system so just because people's property tax valuations are going up, it does not mean it is collecting more money. Instead, the rate levied might be reduced. The way that taxes are allocated out to individual property owners may change based on valuations but not the amount that is being collected. The Ordinance that is being proposed for Council passage for EMS is that budget amount.

Councilmembers and the speakers discussed whether they could collect the full amount that the voters approved which was \$15.5 million, pay EMS what is in the levy plan and then use the extra revenue. They also discussed reducing the EMS budget, how much the EMS budget increased, and a middle ground of funding five FTEs in 2023 and holding off on funding any FTEs in 2024.

Schroeder stated he believes the Administration is of the opinion that five FTEs for the Sheriff's Office next year could be afforded with our General Fund balance without having to go into banked capacity. Then they can assess what is next in the next year through the mid-biennium process.

To propose this, the approved motion from the earlier meeting to fund five FTEs in 2023 and five in 2024 would need to be rescinded.

Approximate Timestamp: 00:40:03

Frazey moved to rescind the motion to hire five deputies in 2023 and five in 2024. The motion was seconded by Galloway.

The motion failed by the following vote:

Aye: 3 - Donovan, Frazey, and Galloway, Nay: 3 - Buchanan, Elenbaas, and Kershner

Absent: 1 - Byrd

Approximate Timestamp: 00:42:07

Councilmembers and the speakers discussed ideas for using the \$4.1 million of banked capacity and for funding the deputies, whether FTEs should be cut, what amount of banked capacity they would need to make this work and bring our General Fund balance above the fifteen percent (15%) threshold, what the fund balance would be if they also include the \$4 million in jail beds they requested the Sheriff to find, whether taking banked capacity for deputies would be using capacity they could have used to help finance a jail facility, whether the Administration could look at the budget and come with ideas of what to cut after fully funding the deputies and the jail beds, whether using all the banked capacity might affect bonding, whether they could review the EMS budget next year, whether another work session could be scheduled, whether there might be ways Economic Development Investment (EDI) funds might relieve the General Fund, and whether increasing Sheriff's deputies would affect the city of Bellingham.

Approximate Timestamp: 01:05:14

Ann Beck, Health Department, answered whether there is County money that is currently going to 22 North and/or Northwest Youth Services and how much goes to Northwest Youth Services.

Kershner suggested they do a Request for Proposal (RFP) and get more vendors involved in providing those services. She also asked that the Health Department accelerate and wind down the COVID-19 response program for 2023 which is using American Rescue Plan Act (ARPA) funds, and that they use the ARPA dollars to support and stabilize our current workforce that is serving people with disabilities and/or our elderly population because that is a real crisis right now.

Erika Lautenbach, Health Department Director, stated the would be happy to look at that.

Donovan asked whether they had completed discussion about EMS.

Approximate Timestamp: 01:10:00

Kershner moved to reduce the EMS levy rate to \$.22. The motion was seconded by Elenbaas.

Councilmembers discussed the motion, how much that would yield, and why EMS has a reserve.

Kershner stated she would like to get a history of the EMS levy, how much the levy and the Ground Emergency Medical Transport (GEMT) has generated, the surplus amounts each year, and what the cost increases are actually buying us.

The motion failed by the following vote:

Aye: 2 - Elenbaas and Kershner

Nay: 4 - Donovan, Frazey, Galloway, and Buchanan

Absent: 1 - Byrd

Approximate Timestamp: 01:18:43

Galloway stated she would like to increase the climate action implementation to \$250,000 and give the Climate Action Manager an opportunity to use those funds as they see fit.

Galloway moved to increase ASR 6440 (Climate Action Plan Implementation) by \$100,000 from our General Fund to a total amount of \$250,000.

The following people answered questions:

- Tyler Schroeder, Executive's Office
- Gary Stoyka, Public Works Department
- Erika Lautenbach, Health Department Director
- Satpal Sidhu, County Executive

They answered whether they anticipate any other funding sources for climate action and whether there are funds available for this request.

Frazey seconded the motion and Councilmembers continued to discuss the motion with staff.

Approximate Timestamp: 01:30:20

Kershner moved to table the motion until Tuesday after the revenue discussion. The motion was seconded by Buchanan.

Councilmembers discussed the motion to table and Kershner stated she would like to also discuss her idea on Tuesday about the community crisis communication and education outreach position that the Department of

Emergency Management has requested.

The motion to table carried by the following vote:

Aye: 6 - Donovan, Frazey, Galloway, Kershner, Buchanan, and Elenbaas

Nay: 0

Absent: 1 - Byrd

Approximate Timestamp: 01:32:24

Kershner asked whether there other funding sources (other than General Fund) for the community crisis communication education and outreach position.

The following people answered:

- Tyler Schroeder, Executive's Office
- Doug Chadwick, Undersheriff

Approximate Timestamp: 01:34:26

Galloway stated she would like to request \$100,000 of funding for forest management plans for Canyon Lake Community Forest, Lake Whatcom Park, and the forthcoming Stewart Mountain if she could find a funding source.

Schroeder stated one idea the Council could consider is to utilize the Parks Special Revenue Fund but he would have to confirm that they can use that fund.

Buchanan asked whether they could do some research on the availability of the funds Schroeder mentioned and consider it Tuesday.

Kershner stated she would support it and Donovan agreed.

Galloway moved to add \$100,000 for forest management plans to come from the Parks Special Revenue Fund. The motion was seconded by Kershner.

Schroeder answered what the balance is of that fund.

Bennett Knox, Parks and Recreation Department Director, stated he is supportive and could work to implement it. He and Schroeder answered whether Parks will have jurisdiction over Canyon Lake and Stewart Mountain.

The motion carried by the following vote:

Aye: 6 - Frazey, Galloway, Kershner, Buchanan, Donovan, and Elenbaas

Nay: 0

Absent: 1 - Byrd

Approximate Timestamp: 01:41:04

Galloway spoke about providing funding for Facilities to do a study and installation of electric vehicle (EV) charging stations at various County facilities. \$250,000 is her estimate for what could possibly fund around fifteen charging stations and she is hoping it does not have to come from the General Fund.

Councilmembers discussed with Schroeder whether this is a task the Climate Action Manager would take on, whether we have code or would need it to be written, the Facilities grant coordinator and the Climate Action Manager looking for grants to act as a baseline for funding, and what funds might be used as a grant match.

Galloway stated she would like to have a discussion today and maybe a budget supplemental in the future about Council's budget for Councilmember travel.

Brown-Davis (Clerk of the Council) answered what the current travel amounts are and how the Finance Department has suggested to handle it for next year by doing a budget supplemental if needed next year to increase the combined "Other Travel" account as opposed to the individual travel accounts.

Councilmembers voiced their support for the idea.

Galloway asked whether funding for Councilmember cell phones could be re-allocated if some decide they do not want one and Brown-Davis stated it could.

Kershner will work with Galloway and come with something for Tuesday.

Brown-Davis discussed with Councilmembers a starting time for another work session on Tuesday, November 22.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

MOTION SUMMARY:

Motion approved 6-0 to table Galloway's motion until Tuesday after the revenue discussion to increase ASR 6440 (Climate Action Plan Implementation) by \$100,000 from our General Fund to a total amount of \$250,000.

Motion approved 6-0 to add \$100,000 for forest management plans to come from the Parks Special Revenue Fund.

Items Added by Revision	Items	Added	by R	evision
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There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 2:56 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: MIN2022-081

File ID:	MIN2022-081	Version:	1 Status:	Agenda Ready
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File Created: 11/28/2022 Entered by: KFelbing@co.whatcom.wa.us

Department: Council Office File Type: Minutes Consent

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for November 22, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTOR	Y OF LEGISLATIVE FILE		
Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole Nov 22 2022

Whatcom County Council Committee of the Whole

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



Committee Minutes - Draft Minutes

Tuesday, November 22, 2022 10 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

Council Chair Todd Donovan called the meeting to order at 10 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. <u>AB2022-634</u> Discussion of the County Executive's recommended 2023-2024 Biennium Budget

Tyler Schroeder, Director of Administrative Services, updated the Councilmembers on the following three opportunities for funding new patrol deputies:

- 1. Consider changing the number of deputies from five in 2023 and five in 2024 to four in 2023 and three in 2024 (seven total)
- 2. Look at the budget as a whole and look into other General Fund departments to find Additional Service Requests (ASRs) they do not want to approve (not recommended by the Administration)
- 3. Look at revenue that maybe could cover the deputy expenditures. This has three options as follows:
 - a. Look into dipping into the banked capacity. There is \$4.1 million available, but at this point it is not recommended by the Administration.
 - b. Utilize Behavioral Health Funds. At the last meeting he indicated that we currently do that, but he was incorrect. We do not currently use Behavioral Health Funds to cover the mental health deputies. If this is an option the Council would like to consider he suggests they look at covering some costs of the 2024 deputies and having a discussion with the Behavioral Health Committee to ensure that the committee accepts and recommends to use the fund that way.
 - c. Look at the Road Fund diversion. There is the ability under State law to cover the traffic law enforcement portion of the Sheriff's Office and there is about \$2.9 million that you could legally transfer out of the Road Fund to the General Fund to cover traffic law enforcement. The Administration does not recommend that full amount but it could be a way to cover the cost of one or two of the deputy positions.

Schroeder answered whether going with option one (adding seven deputies) would be enough to keep us at the fifteen percent (15%) fund balance not counting the \$4 million we need for jail beds, or whether it would give us enough for both. He stated the jail beds would be a one-time cost so they could look at using American Rescue Plan Act (ARPA) funds, and the fund balance would end up being about \$16.96 million if they go with option one, which is above the minimum reserve requirement.

Galloway stated one additional option is to delay hiring until July in 2024 which could save us about \$288,000. She also likes the idea of pulling from alternate revenue sources and gave some ideas on how they might use those funds.

Satpal Sidhu, County Executive, stated the Behavioral Health Fund is something they need to make investments on the behavioral health facility. He is hoping for behavioral health investments in this legislative session and if money comes our way we are going to need some matching or additional funds. If we use the fund now, we are taking money away from the other part of public safety.

Schroeder answered what the health of our Road Fund looks like, whether we have sufficient reserves, and whether we would also have to use some banked capacity. He thinks between \$200,000 to \$400,000 additional diversion to the General Fund to cover law enforcement would be a reasonable amount.

Erika Lautenbach, Health Department Director, stated the Behavioral Health Fund is very specific in its uses. It is not for equipment or supplies so it could not meet the needs for buying vehicles for the deputies. Direct services are the priority of the Behavioral Health Advisory Board and not behavioral health deputies. There are a lot of demands on this fund in terms of direct services.

Bill Elfo, Sheriff, spoke about Sheriff's Office challenges and demands. He stated this is something that has been long overlooked so he will hold and ask for five and five (ten) deputies.

Elizabeth Kosa, Public Works Department Acting Director, Elfo, and Schroeder answered whether there is enough flexibility in using the Road Fund.

Schroeder spoke about possibilities for option two (other General Fund

ASRs) and stated there are five total new proposed FTEs. He answered whether there was any review of the actual budgets countywide deeper than just the ASRs and whether there is anything they need to look at.

Donovan stated option one (four in 2023 and three in 2024) would get us to a sixteen percent (16%) reserve fund balance. Then, if the Road Fund covers two that would be nine deputies, so we are just looking for funding for one additional FTE.

Sidhu spoke about the changes proposed for the Planning and Public Works departments to relieve pressure on them and stated both departments were under scrutiny during the ASR process.

Councilmembers and staff discussed funding the seven deputies (four and three) from the General Fund and two from the Road fund, saving \$288,730 in 2023 by delaying the hiring to the second half of the year, and whether hiring other positions which they are approving should be delayed instead of the deputies.

Donovan moved to add five new deputy FTEs in the first year of the biennium, and add four in the second year of the biennium, any two of those being funded through the Road Fund, and seven through the General Fund, with the understanding that they come back with a supplemental for the 10th deputy after they see how this goes with nine. The motion was seconded by Galloway.

Councilmembers and the speakers discussed whether they are including using the Behavioral Health Fund, and whether seven positions out of the General Fund is doable.

Kershner suggested a friendly amendment to look at funding one position out of Behavioral Health Fund in 2024.

Sidhu spoke about waiting for the supplemental to decide on which fund to use instead of predetermining how to fund that position now, and waiting to see what the Legislature does in this legislative session on the behavioral health side.

Donovan withdrew his motion (because they had already previously approved to fund ten deputies).

Donovan moved to reconsider the motion to approve five deputies in 2023 and five in 2024.

Councilmembers discussed the motion.

Donovan re-stated his motion **and moved** to **rescind** the motion to approve ten (five in 2023 and five in 2024) deputies to give them some flexibility to consider nine. The motion was seconded by Galloway.

Councilmembers and the speakers discussed the motion to rescind, how much delaying hiring would save in 2023, whether it would affect operations as much as only adding nine deputies, and whether funding two deputies from the Road Fund gives the Sheriff's Office adequate flexibility.

Dana Brown-Davis, Clerk of the Council, answered whether a motion for how the positions would be funded could just be an additive to the original approved motion for ten deputies.

Schroeder answered where they could find the fund balances for the Behavioral Health Fund and Road Fund in the published budget.

The motion to rescind failed by the following vote:

Aye: 2 - Donovan and Frazey

Nay: 4 - Buchanan, Byrd, Elenbaas, and Kershner

Abstain: 1- Galloway

Councilmembers discussed with the Clerk of the Council whether a motion is now needed for how they should fund the ten deputies.

Schroeder stated one option the Council could consider is to delay hiring until June of 2023 with the budget showing that those positions would be funded for half of the year. Do the same for 2024 (delay hiring and update the budget to show that), and accomplish a Road Fund diversion increase to cover two of the deputies. That means there would be eight covered by the General Fund, two covered by the Road Fund, and the budget would be updated to show the actual hiring of those positions delayed to the mid part of the year.

Buchanan moved to fund eight deputies with the General Fund, and two with the Road Fund, and update the budget to show the actual hiring of those position being delayed to the mid part of each year. The motion was seconded by Galloway.

Schroeder answered what the fund balance would be in the second year of the biennium with eight funded out of the General Fund.

Kershner suggested a friendly amendment to fund two positions from the Behavioral Health Fund and reduce the General Fund to six positions.

Buchanan stated he would accept the friendly amendment if they give the Administration the flexibility to weigh between the Behavioral Health Fund and the Road Fund to see what ratio or direction might be the best.

Kershner reworded her amendment to fund six positions from the General Fund and four out of the Road Fund and Behavioral Health Fund, giving the Administration the flexibility to decide how that would happen.

Buchanan accepted the friendly amendment.

Councilmembers discussed whether they have to make a motion to be specific on how it is funded and they discussed the motion.

Kershner withdrew her friendly amendment and Buchanan accepted.

Buchanan amended his motion for the two positions not funded out of the General Fund to have flexibility to come from the Road Fund or the Behavioral Health Fund. So, the motion would be to fund eight deputies with the General Fund, and two with either the Road Fund or the Behavioral Health Fund, and update the budget to show the actual hiring of those positions being delayed to the mid part of each year. The amended motion was seconded by Kershner.

The motion carried by the following vote:

Aye: 6 - Byrd, Donovan, Galloway, Kershner, Buchanan, and Elenbaas **Nay**: 1 - Frazey

Kershner moved increase the Council "Travel Other" budget to \$10,000 to be used by Councilmembers and staff for travel. The motion was seconded by Galloway.

The motion carried by the following vote:

Aye: 6 - Donovan, Elenbaas, Galloway, Kershner, Buchanan, and Byrd **Nay**: 1 - Frazey

Kershner moved to add ASR number 6836 into the budget (adding a community crisis communication education and outreach position) for the Department of Emergency Management. The motion was seconded by Byrd.

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Councilmembers discussed the motion and the impact on the General Fund reserves.

Elfo stated the County would pay sixty percent (60%) and the other forty percent (40%) would come from the emergency management council (the other participating jurisdictions).

The motion carried by the following vote:

Aye: 7 - Frazey, Galloway, Kershner, Buchanan, Byrd, Donovan, and Elenbaas

Nay: 0

Schroeder stated they have two small items that will be in the technical correction with the document that gets incorporated into the budget for tonight. As soon as they update that document, which includes technical corrections and Council changes that Council just accomplished, they will send that to Council and will update the document for this evening.

Kershner stated she does not think they should forget about the Emergency Medical Services (EMS) levy and stated she wants to watch that fund and ensure that they are not collecting money that is just going in and causing their fund balance to increase over the next four or six years because that money is not helping our community when it is just sitting in a fund balance.

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

MOTION SUMMARY:

Motion approved to fund eight deputies with the General Fund, and two with either the Road Fund or the Behavioral Health Fund, and update the budget to show the actual hiring of those position being delayed to the mid part of each year (2023 and 2024).

Motion approved to increase the Council "Travel Other" budget to \$10,000 to be used by Councilmembers and staff for travel.

Motion approve to add ASR 6836 (Community Program Specialist) into the budget to add a community crisis communication education and outreach position for the Department of Emergency Management.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

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Adjournment

The meeting adjourned at 11:10 a.m.	
ATTEST:	WHATCOM COUNTY COUNCIL WHATCOM COUNTY, WA
Dana Brown-Davis, Council Clerk	Todd Donovan, Council Chair
Kristi Felbinger, Minutes Transcription	

Whatcom County Page 7



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2022-082

File ID:	MIN2022-082	Version:	1	Status:	Agenda Ready
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File Created: 11/29/2022 Entered by: KFelbing@co.whatcom.wa.us

Department: Council Office File Type: Minutes Consent

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Regular County Council for November 22, 2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE Date: Acting Body: Action: Sent To:

Attachments: Draft Minutes Council Nov 22 2022

Whatcom County Council

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



Minutes - Draft Minutes

Tuesday, November 22, 2022 6 PM Hybrid Meeting

HYBRID MEETING (PARTICIPATE IN-PERSON AT 311 GRAND AVENUE SUITE 101, SEE REMOTE JOIN INSTRUCTIONS AT www.whatcomcounty.us/joinvirtualcouncil, OR CALL 360.778.5010); AGENDA REVISED 11.21.2022

COUNCILMEMBERS

Barry Buchanan Tyler Byrd Todd Donovan Ben Elenbaas Carol Frazey Kaylee Galloway Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Todd Donovan called the meeting to order at 6:01 p.m. in a hybrid meeting.

ROLL CALL

Present: 7 - Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey,

Kaylee Galloway, and Kathy Kershner

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, reported on the biennium budget.

MINUTES CONSENT

Kershner moved to accept the minutes consent items. The motion was seconded by Buchanan (see votes on individual items below).

1. MIN2022-071 Special Council for November 1, 2022

Kershner moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

2. MIN2022-075 Special Council for November 9, 2022

Kershner moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

3. MIN2022-076 Committee of the Whole for November 9, 2022

Kershner moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote: Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

4. MIN2022-077 Regular County Council for November 9, 2022

Kershner moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Ave: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

5. MIN2022-078 Water Work Session for November 15, 2022

Kershner moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

6. MIN2022-079 Special Council for November 3, 2022

Kershner moved and Buchanan seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

PUBLIC HEARINGS

1. <u>AB2022-618</u> Ordinance in the matter of the adoption of the final budget of Whatcom County for the Biennium 2023-2024

Donovan opened the Public Hearing and the following people spoke:

- Duane Jager
- Chris Diele
- Markis Dee Stidham
- Name not stated
- Steven Wright

Hearing no one else, Donovan closed the Public Hearing.

Buchanan moved and Galloway seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Kershner stated she appreciates the Administration and the Council for their work and thanked the public for speaking.

Elenbaas stated he supports the addition of the ten new deputies but we still have hundreds of people who are out of their homes and flooding issues that have not been taken care of and we do not have a solid plan for a jail. He would like to see more spending on mental health.

Byrd asked about the fund/department breakdown totals in the first "Therefore" statement of the Ordinance and whether they are income or expenses.

Tyler Schroeder, Executive's Office, stated they are appropriations for expenditures.

Byrd spoke about the budget and that he agrees with Elenbaas that there are a lot of things that are not in there, and he spoke about the increase in the budget from 2018 to what is being proposed. To see that large of an increase and not see those things being tackled he cannot vote for it in general, but he is happy with the deputies.

Donovan spoke about why he is supporting it and stated we are keeping the banked capacity for the jail funding and we are addressing some flooding issues. Some of the increases are American Rescue Plan Act (ARPA) funds and short term increases that are inflating the numbers.

Schroeder answered what the total amount of the Whatcom County budget is.

Kershner stated when you are looking at allocating \$182 million there will be things in the budget that you might not choose but there is enough in it that makes sense to her so she is going to support it.

Buchanan's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 2 - Byrd, and Elenbaas

Enactment No: ORD 2022-070

AB2022-606

Ordinance Authorizing the Levy of Taxes for Conservation Futures Purposes for 2023

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Frazey moved and Buchanan seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Tyler Schroeder, Director of Administrative Services, answered whether the Ordinance is worded to say we are not increasing the collection of taxes.

Frazey's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-071

3. AB2022-607

Ordinance Authorizing the Levy of Taxes for County Road Purposes for 2023

Donovan stated there is a substitute version.

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Kershner moved and Frazey seconded that the SUBSTITUTE Ordinance Requiring a Public Hearing be ADOPTED.

Tyler Schroeder, Director of Administrative Services, answered whether they were proposing a one percent (1%) increase for the Road Fund and stated they are not. The substitute ordinance indicates the amount they will be diverting from the Road Fund to the General Fund to cover traffic law enforcement.

Kershner's motion that the SUBSTITUTE Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Enactment No: ORD 2022-072

AB2022-608

Ordinance Authorizing the Levy of Taxes for County and State Purposes in Whatcom County, Washington, for the Year of 2023

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Galloway moved and Kershner seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Brad Bennett, Administrative Services Department Finance, answered how it is determined how much money each district gets and whether there is a way to centralize this so it can be administered more efficiently.

Tyler Schroeder, Director of Administrative Services, answered a question about the relationship between the Ordinance and Attachment B. The Ordinance is the vehicle by which the County levies tax on behalf of the drainage districts.

Elenbaas spoke about finding a template or person to help coordinate these districts because it is a system that does not function very well. And the amount being collected is not enough to get the job done.

Gary Stoyka, Public Works Department, stated the flood division does provide technical assistance to the districts but it is an ongoing issue and it would be good to have more discussion about it.

Donovan agreed it would be good to have more discussion about it in committee.

Satpal Sidhu, County Executive, stated he agrees with Councilmember Elenbaas and how to move the water more efficiently should be part of our flood mitigation. This is an old system. He suggested they pool the money, have a county-wide plan, and address one region at a time on a five-year cycle. Individual districts do not have enough money to do anything, but collectively we could make a difference.

Galloway's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 1 - Byrd

Enactment No: ORD 2022-073

5. AB2022-610 Ordinance adopting the Six-Year Capital Improvement Program for Whatcom County Facilities 2023-2028

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Frazey moved and Kershner seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Mark Personius, Planning and Development Services Department Director, answered whether we had funding for bathrooms in Birch Bay Beach Park and when that was happening.

Tyler Schroeder, Director of Administrative Services, showed Councilmembers where to find it in the document.

Frazey's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-074

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)

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Satpal Sidhu, County Executive, stated we do have about \$1 million or more because of the gas tax. The issue is the limitations placed by the State on where they can use that fund. He has proposed to our legislative representatives to ask the Legislature to give a variance to Point Roberts only and broaden the use of that fund to meet needs of that community.

Elenbaas moved and Kershner seconded that the Resolution Requiring a Public Hearing be APPROVED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Enactment No: RES 2022-047

7. <u>AB2022-620</u>

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)

Donovan opened the Public Hearing and the following people spoke:

- Collin Buckley
- Name not stated
- Lyle Sorenson
- Misty Flowers
- Markis Dee Stidham
- Hannah (last name not stated)
- Name not stated

Hearing no one else, Donovan closed the Public Hearing.

Kershner moved and Galloway seconded that the Resolution (FCZDBS) Requiring a Public Hearing be APPROVED.

Councilmembers discussed the motion, how much input the Council has, and setting a budget so work can get done.

Kershner's motion that the Resolution (FCZDBS) Requiring a Public Hearing be APPROVED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2022-048

8. AB2022-622

Resolution authorizing the levy of taxes for the Whatcom County Flood Control Zone District for 2023

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Buchanan moved and Frazey seconded that the Resolution (FCZDBS) Requiring a Public Hearing be APPROVED.

Councilmembers discussed that this tax money takes care of the Nooksack

River but also other water issues and resources throughout the county, whether this is an increase of 23.4% over last year and we are raising taxes, concerns that we have not spent the money well in the past and now we are going to levy more taxes to spend it poorly again in the future, the amounts of money approved for mitigation measures and reducing flood hazards and not pulling the carpet out from under the Public Works Department when they are working to alleviate the problems, emailing the County with action items that are not on the list so they can have open dialogue about them, not doing things that would help the problem and which would not harm the environment because it does not fit the narrative of the people who are benefiting from the funding that comes with the crisis, whether it would be helpful for the Public Works Department to give an overview or have a work session in the Public Works and Health or Planning and Development Committee on the plans that are happening and what this money is being spent on, having a special presentation during the general Council meeting and an open Q and A, whether it matters if there is a collaborative process if we are getting a directed outcome, and having a work session to discuss how to change direction if that is what needs to happen.

Buchanan's motion that the Resolution (FCZDBS) Requiring a Public Hearing be APPROVED carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Galloway, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2022-049

9. AB2022-632

Ordinance Authorizing the Levy of Taxes for Countywide Emergency Medical Purposes for 2023

Donovan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Galloway moved and Buchanan seconded that the Ordinance Requiring a Public Hearing be ADOPTED.

Kershner stated the levy is about a 50% increase from where it currently is and increasing the amount in the EMS fund is excessive. By increasing the amount being collected every year by \$5 million the reserve balance is going to continue to go up.

Kershner moved to reduce the levy rate to \$.21. The motion was seconded by Byrd.

Councilmembers discussed the motion.

Tyler Schroeder, Director of Administrative Services, answered whether they can change the rate after voters have approved it and whether changing the rate would change the amount collected since it is a budget-based levy. Council would have to amend the amount then calculate a rate to get to that amount.

Councilmembers discussed the levy amount and whether it should be reduced, honoring the process, whether the increase is for expanding services, and whether they would need to revisit the Ordinance to change the budgeted amount if the fund balance keeps ballooning.

Kershner withdrew her motion.

Schroeder stated the levy rate for the \$13.325 million is approximately \$.25 right now.

Kershner stated the issue is not so much the rate as much as it is the budget and the fund balance.

Elenbaas read the language that was on the ballot and stated it seems like it should say a dollar amount.

Councilmembers voted on the item (see final motion and vote below).

Satpal Sidhu, County Executive, thanked the Council for the public hearings and thanked the department heads, Brad Bennett and Marianne Caldwell in Finance, and Tyler Schroeder in the Executive's Office.

Donovan thanked the Executive and staff for working very collaboratively with the Council.

Galloway's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 6 - Buchanan, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 1 - Byrd

Absent: 0

Enactment No: ORD 2022-075

OPEN SESSION

Clerk's note: Councilmembers took a short recess.

The following people spoke:

- Barbara Powers
- Name not stated
- Frank O'Neil
- Name not stated
- Natalie Chavez
- Jared (last name not stated)
- Richard Tran
- Robert Bystrom
- Patrick Alesse
- Name not stated
- Markis Dee Stidham
- Lyle Sorenson
- Sarah Gardam
- Joann Pattern
- Misty Flowers
- Sara Rose
- Amy Westman
- Cliff (last name not given)
- Hannah (last name not given)
- Name not given
- Name not given

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. Councilmembers voted on those items (see votes on individual items below).

Elenbaas spoke about record storage (AB2022-674) after the vote.

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

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

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

3. AB2022-648

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

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

4. <u>AB2022-655</u>

Request authorization for the County Executive to enter into a local agency agreement between Whatcom County and Washington State Department of Transporation, for the North Lake Samish Drive Bridge No. 107 Replacement Project, CRP No. 913006, in the amount of \$8,997,310.00

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

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)

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

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Agreement be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

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)

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

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

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

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

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

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

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:

Ave: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nav: 0

Absent: 0

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. <u>AB2022-601</u> Ordinance amending the project based budget for the Courthouse Improvement Fund, request no. 2

Byrd reported for the Finance and Administrative Services Committee and

moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Ave: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-076

2. <u>AB2022-604</u> Ordinance amending the Whatcom County Budget, request no. 15, in the amount of \$153,395

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Ordinance be ADOPTED.

Elenbaas asked and Councilmembers discussed what sound suppressors are and why they are needed.

Byrd's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Galloway, and Kershner

Nay: 2 - Elenbaas, and Frazey

Absent: 0

Enactment No: ORD 2022-077

3. AB2022-609 Ordinance amending the project based budget for the Courthouse Building Envelope Fund, request no. 5

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-078

4. AB2022-612 Ordinance amending the project budget for the Courthouse Improvement Fund, request no. 3

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0 **Absent:** 0

Enactment No: ORD 2022-079

5. AB2022-613 Ordinance amending the project budget for the Criminal Justice Integrated Case Management Systems Fund, request no. 1

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-080

6. AB2022-614 Ordinance amending the project budget for the Finance System Software Fund, request no. 1

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Ordinance be ADOPTED.

Kershner stated these items were discussed in the Finance and Administrative Services Committee.

Tyler Schroeder, Director of Administrative Services, answered whether there will be more requests for this software.

Councilmembers discussed the cost of the software.

Satpal Sidhu, County Executive, spoke about the process for amending a project-based budget. First is the budget, then we make a project-based budget, and then we make a request to spend the money and there may be multiple requests.

Byrd's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-081

7. <u>AB2022-615</u>

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

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Ordinance be ADOPTED.

Councilmembers voted on the item and discussion continued (see motion and vote below).

Tyler Schroeder, Director of Administrative Services, answered whether we make enough money from camping fees.

Christ Thomsen, Parks and Recreation Department, answered whether they charge different rates for non-county residents.

Byrd's motion that the Ordinance be ADOPTED carried by the following vote:

Ave: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-082

8. <u>AB2022-616</u>

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-083

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following

vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-084

10. AB2022-637 Ordinance closing COVID-19 Emergency Response (CARES Act) Fund 134

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-085

11. <u>AB2022-638</u> Ordinance establishing a Capital Facilities Reserve Fund

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Ordinance be ADOPTED.

Elenbaas applauded the Administration for the foresight into putting a capital facilities reserve fund together.

Donovan asked whether, if they have saved banked capacity, they would use it to reduce our debt service in the future.

Byrd's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2022-086

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

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Contract be AUTHORIZED.

Councilmembers discussed who makes the decision that someone qualifies for this and discussed the motion.

Byrd's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

14. AB2022-663

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

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Contract be AUTHORIZED.

Kershner stated there was a Request for Proposal (RFP) process and the Opportunity Council was the only responder. She asked the Health Department to consider looking at our provider community and making sure we are doing everything we can to bolster it and encourage new providers because it is dangerous and risky to have just one provider in the community that is doing everything.

Satpal Sidhu, County Executive, stated developing variety and capacity in a community of our size is not an easy thing and takes time. If there is a fault in an organization we should correct the fault but it is not good for us to throw the baby out with the bathwater. The solution is accountability.

Kershner stated we need to think about diversity of ideas and approaches and methods. This is not a hit on the Opportunity Council. It is looking at the county and recognizing that we are limiting ourselves if we have just one large organization. Other organizations know that the Opportunity Council

sucks in all the resources and say not to come to Whatcom County. Our Health Department can be aware of that and then helpful in creating RFPs or situations where it is a more inviting approach to other providers.

Byrd's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

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

Byrd reported for the Finance and Administrative Services Committee and stated that the contract failed in Committee.

Galloway moved and Buchanan seconded that the Contract be AUTHORIZED.

Kershner stated she abstained in committee because she wanted more information about the successful outcomes of this program and Councilmembers discussed that they received an email.

Galloway's motion that the Contract be AUTHORIZED carried by the following vote:

Aye: 5 - Buchanan, Donovan, Frazey, Galloway, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

ITEMS ADDED BY REVISION

REVISION SUMMARY: AB2022-688 was added to Introduction. See discussion below in the Introduction header.

INTRODUCTION ITEMS

Donovan stated there was one item added by revision as Introduction item number 18 (AB2022-688) and stated it is contingent on whether the Children and Families initiative passes. They will introduce it as if it might pass and will just dispose of it if it does not.

Galloway moved to introduce items one through 18. The motion was seconded by Byrd

Tyler Schroeder, Director of Administrative Services, answered a question about the Urban Growth Area interlocal agreements.

Dana Brown-Davis, Clerk of the Council, answered whether AB2022-636 reactivating the Wildlife Advisory Committee has been through or will be scheduled for the Planning and Development Committee on December sixth, and whether AB2022-641 adopting the Buildable Lands Report will go to committee for more work.

Kershner asked and Councilmembers discussed whether the Planning Department finished the work on the Buildable Lands Report and recommended it forward.

Kershner moved to send AB2022-641 to the Planning and Development Committee before the public hearing but there was already a motion on the floor.

Kershner stated she would like to pull Consent Agenda item number three (AB2022-641) from the Consent Agenda. Councilmembers voted first on the other items so Kershner's motion was put on hold.

The motion to introduce item numbers 1, 2, and 4-18 carried by the following vote (see votes on individual items below):

Aye: 7 - Galloway, Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Nay: 0

Kershner moved to send AB2022-641 to the Planning and Development Committee on December sixth. The motion was seconded by Galloway.

Dana Brown-Davis, Clerk of the Council, answered whether it could be introduced the next week after being in committee, and whether it would require another public hearing two weeks out if they make substantial changes. She discussed with Councilmembers whether they would not like to schedule a public hearing on the same day that it is discussed in committee and push it into January.

Tyler Schroeder, Director of Administrative Services, stated that Mark Personius, Planning and Development Services Director, is fine with holding another work session or discussion on December sixth and waiting until January for a hearing and action.

The motion carried by the following vote (see this motion and vote on item

three below):

Aye: 7 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and

Galloway

Nay: 0

1. <u>AB2022-587</u>

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

Galloway moved and Byrd seconded that the Agreement Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

AB2022-636

Ordinance amending Whatcom County Code 2.118, reactivating the Whatcom County Wildlife Advisory Committee beyond December 31, 2022

Galloway moved and Byrd seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Ave: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nav: 0

Absent: 0

AB2022-641

Ordinance adopting the Buildable Lands Report

Kershner's motion that the Ordinance Requiring a Public Hearing be REFERRED TO COMMITTEE carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

This item was considered separately. See discussion under the Introduction header.

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

Galloway moved and Byrd seconded that the Agreement Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Ave: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

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

Galloway moved and Byrd seconded that the Agreement Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

6. AB2022-650 Ordinance Establishing Temporary one way traffic on Drayton Harbor Road

Galloway moved and Byrd seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

7. AB2022-651 Ordinance to install stop signs on Bay Road at the intersection with Kickerville Road

Galloway moved and Byrd seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

8. AB2022-652 Ordinance to install stop signs on Bay Road at the intersection with Valley View Road

Galloway moved and Byrd seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

9. <u>AB2022-653</u> Ordinance to remove a temporary stop sign on Drayton Harbor Road

Galloway moved and Byrd seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

10. AB2022-654 Ordinance to remove stop signs on Harksell Road at the intersection with Woodland Road

Galloway moved and Byrd seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nav: 0

Absent: 0

11. <u>AB2022-657</u> Ordinance amending the Silver Beach Creek Stormwater Improvements Project Fund, request No. 1

Galloway moved and Byrd seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

12. AB2022-659 Ordinance amending the 2023 Whatcom County Budget, request no. 1, in the amount of \$9,737,304

Galloway moved and Byrd seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

13. AB2022-660 Ordinance amending the project based budget for the North Lake Samish Road Bridge No. 107 Replacement Fund, request no. 2

Galloway moved and Byrd seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

14. AB2022-661 Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts

Galloway moved and Byrd seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

15. AB2022-662 Ordinance amending the 2022 Whatcom County Budget, request no. 16, in the amount of \$636,513

Galloway moved and Byrd seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

16. AB2022-665 Ordinance authorizing the 2023 Whatcom County Unified Fee Schedule

Galloway moved and Byrd seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

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

Galloway moved and Byrd seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

18. <u>AB2022-688</u> Ordinance authorizing the levy of taxes for Whatcom County children and families for

2023

Galloway moved and Byrd seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, Galloway, and Kershner

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and other updates.

ADJOURN

The meeting adjourned at 10:17 p.m.	
ATTEST:	WHATCOM COUNTY COUNCII WHATCOM COUNTY, WA
Dana Brown-Davis, Council Clerk	Todd Donovan, Council Chair
Kristi Felhinger Minutes Transcription	



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-581

File ID: AB2022-581 Version: 1 Status: Introduced for Public

Hearing

File Created: 10/13/2022 Entered by: AHester@co.whatcom.wa.us

Department: Public Works **File Type:** Resolution Requiring a Public Hearing

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Resolution to declare Whatcom County Real Property as Surplus and Approve Sale

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Per RCW 36.34.005 and Whatcom County Code 1.10, the Whatcom County Property Management Committee has recommended to surplus and sell Whatcom County real property, tax parcel 390225 443267 0000, subject to a covenant to bind to the highest bidder who could legally purchase the property, by sealed bid with the minimum sale price of \$890.00 (eight hundred ninety 00/100 dollars)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/09/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Resolution, Assessor Map, Aerial Map

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
DIRECTOR



CIVIC CENTER 322 N. Commercial Street, Suite 210 Bellingham, WA 98225-4042 Telephone: (360) 778-6200 FAX: (360) 778-6201

www.whatcomcounty.us

MEMORANDUM

To: The Honorable County Executive Satpal Singh Sidhu and Honorable Members of

the County Council

Through: Jon Hutchings, Director

From: Andrew Hester, Real Estate Coordinator

Date: October 27, 2022

Re: Resolution to Declare Whatcom County Real Property as Surplus and Approve

Sale

Enclosed is a resolution requesting the approval of the surplus and sale of Whatcom County real property.

Requested Action

Public Works respectfully requests that the Whatcom County Council hold a public hearing and take action on the proposed resolution to approve the surplus and sale of Whatcom County real property.

Background and Purpose

Per RCW and Whatcom County Code, the Whatcom County Property Management Committee has recommended the sale of Whatcom County real property, tax parcel number 390225 434267 0000, subject to a covenant to bind, as surplus property. The property is a 15 foot strip less than 1 acre in total area. It has been evaluated by Public Works and it has been determined that it is useless to Public Works operations. It is recommended that it be sold by sealed bid with the minimum sale price of \$890.00 (eight hundred ninety 00/100 dollars).

Funding Amount and Source

The successful bidder is responsible for paying all costs associated with the sale of property.

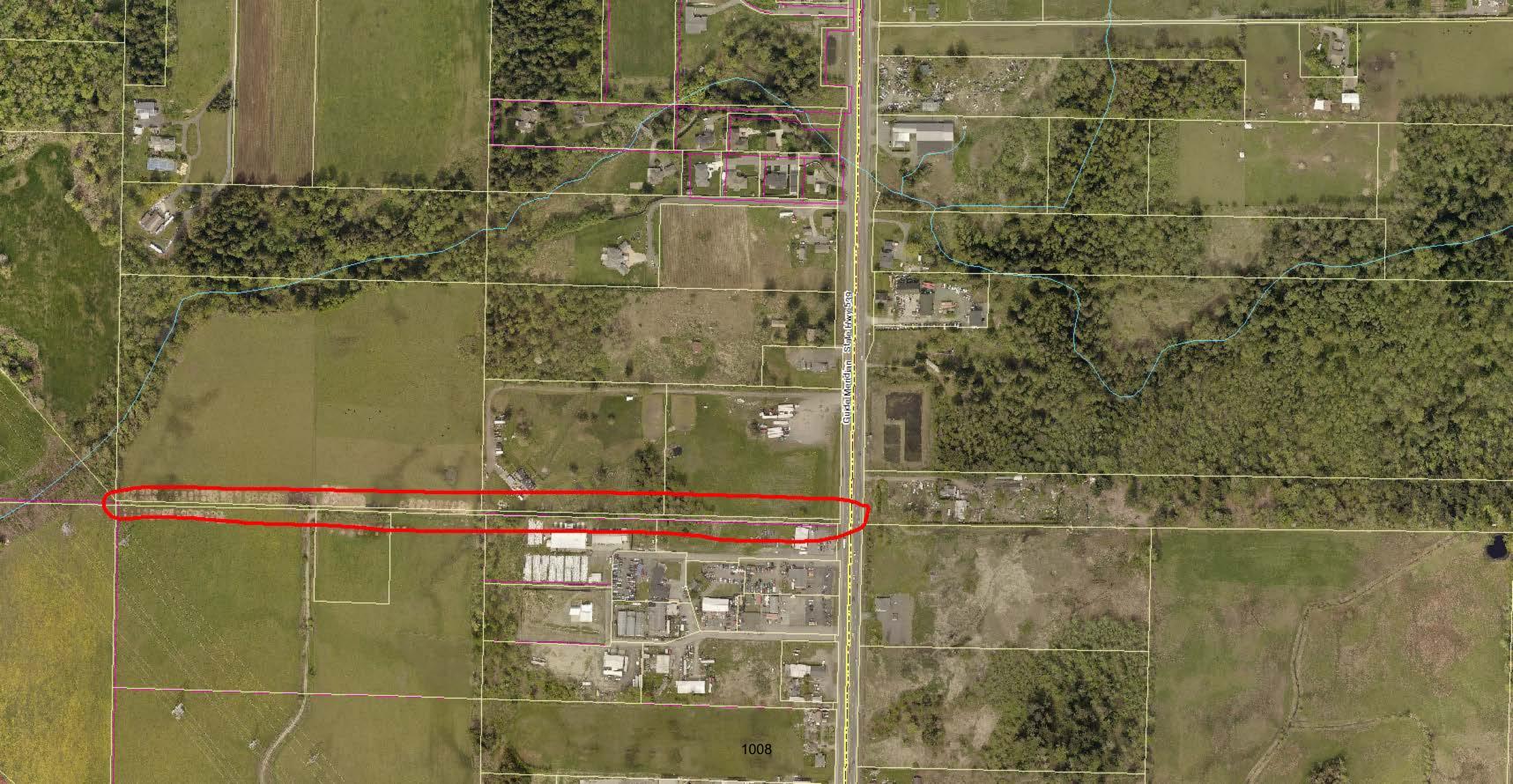
Please contact me at extension 6216 if you have any questions or concerns regarding this resolution.

Encl.

1	SPONSORED BY:			
2	PROPOSED BY: Public Works			
3	INTRODUCTION DATE:			
4	RESOLUTION NO			
5	RESOLUTION TO DECLARE WHATCOM COUNTY REAL PROPERTY AS SURPLUS AND			
6	APPROVE SALE			
7				
8				
9	WHEREAS, RCW 36.34.005 authorizes counties to establish comprehensive procedures for the			
10	management of county property, including the sale of surplus real estate where it is found to be in the best			
11	interest of a county to sell same; and			
12	WHEREAC 's Whater Control Call (WCC) Charter 1 10 Whater Control and 11' had			
13 14	WHEREAS, in Whatcom County Code (WCC), Chapter 1.10, Whatcom County has established			
15	those procedures; and			
16	WHEREAS, the Whatcom County Property Management Committee, having met and considered			
17	Whatcom County's best interest, recommends that the County Council declare Whatcom County real			
18	property, tax parcel number 390225 434267 0000, to be surplus property and that the property be sold,			
19	subject to a covenant to bind, to the highest bidder who could legally purchase the property, by sealed bid,			
20	for not less than the amount listed below, plus costs; and			
21				
22	WHEREAS, WCC 1.10.310 authorizes the Council, after receipt of estimated market values from			
23	the Property Management Committee, to establish limitations and conditions upon sale of property, such as			
24 25	the minimum price for said property and whether or not a contract will be allowed, or if it will be a cash price; and			
26	price, and			
27	NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to declare			
28	Whatcom County real property, tax parcel number 390225 434267 0000, to be surplus and that the			
29	property be sold, subject to a covenant to bind, to the highest bidder who can legally purchase the property			
30	by sealed bid.			
31				
32	BE IT FURTHER RESOLVED that the minimum bid for the property listed above shall be no less than			
33	the assessed value of \$890.00 (eight hundred ninety 00/100 dollars) and that Buyer will pay all costs			
34 35	associated with a real property transaction; and			
36	BE IT FURTHER RESOLVED that transfer of said real property be by quitclaim deed and that Buyer will			
37	represent and warrant in writing to Seller Whatcom County, that Buyer has thoroughly inspected and			
38	evaluated the properties for sell, to Buyer's complete satisfaction and Buyer accepts the properties AS IS			
39	with full knowledge of potential liability the Buyer could incur for any environmental hazards or			
40	conditions affecting the properties. Buyer agrees that the purchase price of the properties reflects the			
41	agreed upon value of the properties AS IS, taking into account the aforementioned disclosures; and			
42				
43	BE IT FURTHER RESOLVED that said purchase of said real property shall not be allowed under contract			
44	and shall be paid either in cash, certified check or money order to the Whatcom County Treasurer; and			
45				
46	BE IT FURTHER RESOLVED that the Whatcom County Treasurer is hereby directed to sell said property			
47	at no less than the appraised value of \$890.00 (eight hundred ninety 00/100 dollars) and that said sale shall			

1	take place in accordance with the duties as established in	WCC 1.10.290-1.10.390. If the illiminum old is
2	not reached, the properties shall not be sold.	
3		
4		
5	BE IT FURTHER RESOLVED that the sale will not be	completed until Buyer has paid all fees and costs
6	associated with it and has paid the Whatcom County Tre	asurer the bid award amount.
7		
8		
9		
10	APPROVED this day of, 2022	
	· · · · · · · · · · · · · · · · · · ·	
11		WHATCOM COUNTY COUNCIL
12	ATTEST:	WHATCOM COUNTY, WASHINGTON
13		
14		
15	Dana Brown-Davis, County Clerk	Todd Donovan, Council Chair
16		
17	APPROVED AS TO FORM:	
18		
19	Christopher Quinn	
20	Civil Deputy Prosecutor	
21	(authorized via email 10/27/2022)	
	•	







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: Introduced for Public

Hearing

File Created: 10/17/2022 Entered by: maamot@co.whatcom.wa.us

Department: Planning and **File Type:** Agreement Requiring a Public Hearing

Development Services

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 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:
11/22/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

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 annexationscreation 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 <u>authority</u> to annex lands <u>in their unincorporated Urban Growth Areas in accordance with the provisions of</u> State lawneeded 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 extrajurisdictional 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.
- <u>B.</u> 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.

- <u>E. Population and Employment.</u> 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.
- <u>F.</u> <u>City Comprehensive Plan.</u> The City will adopt comprehensive plan designations for annexation areas consistent with the GMA.
- <u>G.</u> 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.
- <u>H. Residential Zoning Districts</u>. 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.
- <u>K. Stormwater Plans.</u> The City will review, and if necessary, adopt a new or updated stormwater plan for the UGA.
- <u>L.</u> <u>Transportation Plan.</u> 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.

- <u>B. Annexation Planning.</u> 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.

- <u>C.</u> <u>Balanced Annexations</u>. The City agrees to employ its annexation authority in a manner that strives to maintain <u>adequatea balance of</u> commercial, industrial and residential <u>land supply properties</u> inside the City-and within successive annexation plans and proposals.
- <u>D.</u> <u>City Zoning.</u> 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.
- <u>E. Appropriate Urban Densities.</u> 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.
- <u>F.</u> 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.
- <u>H. Records Transfer.</u> 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.

<u>I. Annexation Blueprint.</u> 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.
- <u>B.</u> 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.
- <u>C.</u> 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.

- <u>D.</u> <u>Subdivisions and PUDs.</u> 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.
- <u>E.</u> <u>Commercial/Industrial Building Permits</u>. 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.

<u>F.</u> <u>Development Standards.</u> 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.
- <u>C.</u> <u>Permit Extensions.</u> 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.

- <u>D.</u> 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.
- <u>E.</u> 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.
- <u>F. Permit Status Review.</u> 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.

<u>B.</u> <u>Unexpended Mitigation Payments.</u> 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.

<u>B. Watershed Planning.</u> 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.

<u>B. Maintenance and Ownership Responsibilities.</u> 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

<u>A. Police Services.</u> Law enforcement services shall transfer from the Sheriff's Department to the City Police Department upon annexation.

<u>B. Special Purpose Districts.</u> 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.

<u>D. Urban Services.</u> 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.

<u>E. Impact Fee Review.</u> The City and County agree to discuss the potential for a comprehensive, county-wide system of impact fee collection.

<u>F. School Impact Fees.</u> 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.

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.

<u>B.</u> 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.
- <u>B.</u> 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.
- <u>C. Offsite Mitigation Improvements:</u> 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.
- <u>D.</u> <u>UGA Expansions</u> 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

CITY OF BLAINE

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.

WHATCOM COLINTY

CITT OF BEAINE	WHATCOM COUNT
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: AB2022-642

File ID: AB2022-642 Version: 1 Status: Introduced for Public

Hearing

File Created: 11/02/2022 Entered by: maamot@whatcomcounty.us

Department: Planning and **File Type:** Agreement Requiring a Public Hearing

Development Services

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 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:

11/22/2022 Council INTRODUCED FOR PUBLIC Council HEARING

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, <u>allow for urbanization at higher densities</u>, <u>facilitate annexation from UGAs</u>, 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 <u>may will</u> 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 extrajurisdictional 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 <u>UGA Reserve</u> (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 Countyeither 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.
- <u>B.</u> 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.
- <u>E. Population and Employment.</u> 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.
- <u>F.</u> <u>City Comprehensive Plan.</u> The City will adopt comprehensive plan designations for annexation areas consistent with the GMA. <u>This will occur when land is added to the UGA or converted from the UGA Reserve to the UGA.</u>
- <u>G.</u> 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.
- <u>K.</u> 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.
- <u>B. Annexation Planning.</u> 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 <u>or ensure</u> 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.
- <u>D.</u> <u>City Zoning.</u> The City agrees to identify appropriate city zoning at the time it accepts the initial annexation proposal. <u>Zoning should be applied consistent with the City's Annexation Blueprint/Phasing Plan.</u> 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.
- <u>E. Appropriate Urban Densities.</u> 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.

<u>H. Records Transfer.</u> 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.

<u>I. Annexation Blueprint.</u> 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

- <u>A.</u> Zoning. Whatcom County zoning will apply within the City's unincorporated UGA until annexation.
- <u>B.</u> 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.
- <u>GF.</u> <u>Development Standards.</u> 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.
- <u>C.</u> 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.
- <u>D.</u> <u>Enforcement of Conditions.</u> 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.
- <u>E.</u> <u>Development Securities or Financial Guarantees.</u> 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.

<u>F. Permit Status Review.</u> 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.

<u>B.</u> <u>Unexpended Mitigation Payments.</u> 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.
- <u>B. Watershed Planning.</u> 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.

<u>B. Maintenance and Ownership Responsibilities.</u> 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.

<u>B. Special Purpose Districts.</u> 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.

<u>D. Urban Services.</u> 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.

<u>E. Impact Fee Review.</u> The City and County agree to discuss the potential for a comprehensive, county-wide system of impact fee collection.

<u>F. School Impact Fees.</u> 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:

<u>Step 1 – Determine Whether Sales Tax Revenue Sharing is Required</u>

- 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.

<u>B.</u> 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.
- <u>B.</u> 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.
- <u>C. Offsite Mitigation Improvements:</u> 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.
- <u>D.</u> <u>UGA Expansions</u> The City and Whatcom County agree to consult with an adjacent city, if any, prior to expanding a UGA <u>or UGA Reserve</u>.

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 <u>July 1December 15</u>, 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: Introduced for Public

Hearing

File Created: 11/02/2022 Entered by: maamot@whatcomcounty.us

Department: Planning and **File Type:** Agreement Requiring a Public Hearing

Development Services

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 Enactment #:

Primary Contact Email: maamot@co.whatcom.wa.us maamo

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:

11/22/2022 Council INTRODUCED FOR PUBLIC Council HEARING

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	No	Yes	85%
	(except if the cities are the smallest ones)			
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

2022 Interlocal Agreement – Procedures to Amend Countywide Planning Policies

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.

2022 Interlocal Agreement - Procedures to Amend Countywide Planning Policies

- 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.

BySeth Fleetwood, Mayor	
Date	
Approved as to form: Office of the City Attorney	

CITY OF BELLINGHAM

CITY OF BLAINE	
By Dave Wilbrecht, Interim City Manager	
Date	-
Approved as to form: Office of the City Attorney	

CITY OF EVERSON		
By John Perry, Mayor		
Date		
Approved as to form: Office of the City Attorney		

CITY OF FERNDALE	
By Greg Hansen, Mayor	
Date	
Approved as to form: Office of the City Attorney	

CITY OF LYNDEN		
By Scott Korthuis, Mayor		
Date	-	
Approved as to form: Office of the City Attorney		

CITY OF NOOKSACK	
By Kevin Hester, Mayor	
Date	
Approved as to form: Office of the City Attorney	

CITY OF SUMAS	
By Bruce Bosch, Mayor	
Date	
Approved as to form: Office of the City Attorney	

WHATCOM COUNTY	
BySatpal 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: Introduced for Public

Hearing

File Created: 11/03/2022 Entered by: CBuzitis@co.whatcom.wa.us

Department: Public Works **File Type:** Ordinance Requiring a Public Hearing

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 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:
11/22/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed ordinance

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director Cak

From: James P. Karcher, P.E., County Engineer PK

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

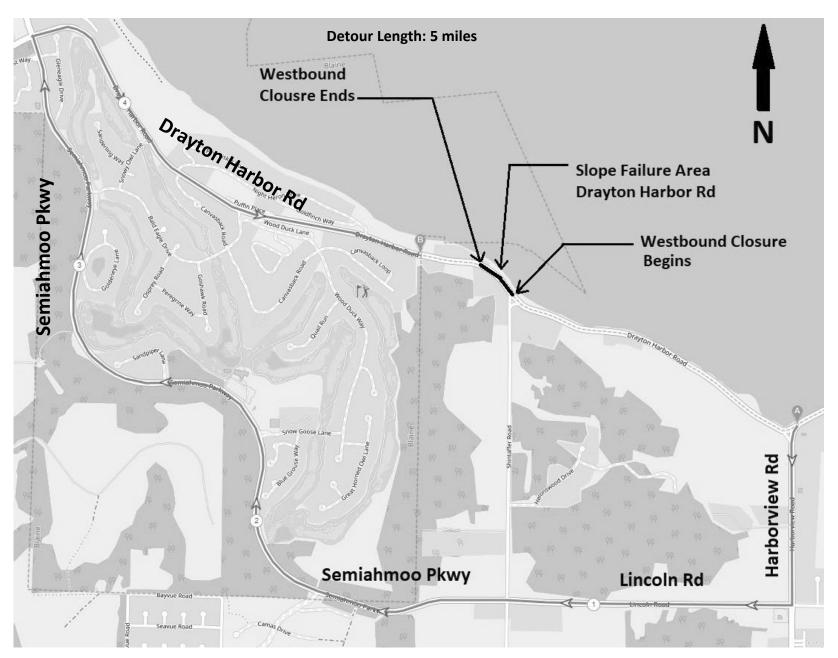
This ordinance will allow for the temporary installation of one-way signs and is necessary to comply with RCW 46.61.135 *One-way roadways and rotary traffic islands*.

Please contact Douglas Ranney II, Engineering Services Manager at extension 6255 if you have any questions regarding this ordinance.

1	PROPOSED BY: Public Works - Engineering					
2		INTRODUCTION DATE: 11/22/2022				
3	ODDINANCE	· NO				
4	ORDINANCE NO					
5 6	ESTABLISHING TEMPORARY ONE-WAY TRAFFIC ON DRAYTON HARBOR ROAD					
7	MULTIPLE OF THE NAME OF THE OF	''				
8 9	WHEREAS, the Whatcom County Council is authorized under RCW 46.61.135 to designate one-way roadways; and					
10	, , , ,					
11	WHEREAS, Drayton Harbor Road was significantly damaged last winter due to					
12	erosion from severe storms; and					
13						
14		determined that for the safety of the public,				
15	the traffic pattern of Drayton Harbor Road should be modified due to condition of the					
16	roadway; and					
17	NOW THEREFORE REIT ORDAIN	ED by the Whateem County Council that until				
18 19	NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that until					
20	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 per Exhibit A,					
21	according to the provisions of RCW 46.61.135; and 22					
22	decording to the provisions of New 10.01.155	, und 22				
23	BE IT FURTHER ORDAINED that wh	nen repairs to Drayton Harbor Road have been				
24	completed, this ordinance will expire and Drayton Harbor Road shall revert to two-way					
25	traffic;	.,,				
26	•					
27		ne County Engineer is hereby directed to install				
28		County Sheriff and the Washington State Patrol				
29	be notified by a copy of this ordinance.					
30	D :: (II: II: II: III					
31 32	Provisions of this ordinance are hereby added	d to whatcom County Code Section 10.08.				
33	ADOPTED thisday of	, 2022.				
34						
35		WHATCOM COUNTY COUNCIL				
36	ATTEST:	WHATCOM COUNTY, WASHINGTON				
37						
38						
39						
40	Dana Brown-Davis, Clerk of the Council	Todd Donovan, Council Chair				
41	ADDDOVED AC TO FORM.	WHATCOM COUNTY EVECUTIVE				
42	APPROVED AS TO FORM:	WHATCOM COUNTY WASHINGTON				
43 44		WHATCOM COUNTY, WASHINGTON				
45						
46	Electronically Approved by C. Quinn/JJA 10-31-2022					
47	Christopher Quinn,	Satpal Singh Sidhu, County Executive				
48	Sr. Deputy Prosecuting Attorney,	-				
49	Civil Division	() Approved () Denied				
50						
51		Date Signed:				

Exhibit A

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: Introduced for Public

Hearing

File Created: 11/03/2022 Entered by: CBuzitis@co.whatcom.wa.us

Department: Public Works **File Type:** Ordinance Requiring a Public Hearing

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 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:
11/22/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed ordinance, Traffic Study

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer

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.

1 2				OSED BY: <u>Public Works - Engineering</u> INTRODUCTION DATE: 11/22/2022_			
3		0.00	DINANCE NO				
4 5		OK	DINANCE NO				
6 7	INSTALLATION OF STOP SIGNS ON BAY ROAD AT THE INTERSECTION WITH KICKERVILLE ROAD						
8							
9							
10 11 12 13	and ex	WHEREAS, in compliance we pedient to install traffic cont		and 46.61.200, it is found necessary ounty Roads; and			
14 15 16 17 18	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 1 st , 2021 through September 30 th , 2022; and						
19 20 21 22 23	WHEREAS, the County Engineer has determined that these collisions would be susceptible to correction with the installation of a Multi-Way Stop; and						
24 25 26 27	WHEREAS , the County Engineer has agreed that it is necessary to formally establish the new stop signs; and						
28 29 30	NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that stop signs be established for:						
31 32 33 34	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.						
35 36 37 38	 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. 						
39 40 41 42	added	BE IT FURTHER ORDAINED, by the Whatcom County Council that the following be added to the Whatcom County Code Section 10.16.1710:					
43 44 45		Road Name	Direction- Stopping	Cross Street			
46 47		Bay Road	Westbound	Kickerville Rd			
48 49 50		Bay Road	<u>Eastbound</u>	Kickerville Rd			

Ţ	•	e County Engineer is nereby directed to install
2	the appropriate signs and the Whatcom Coun	ty 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		WHATCOM COUNTY COUNCIL
	ATTECT.	
10	ATTEST:	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
18		WHATCOM COUNTY, WASHINGTON
19		
20 21	Electronically Approved by C. Quinn/JJA 10-31-2022	
22	Christopher Quinn,	Satpal Singh Sidhu, County Executive
23	Sr. Deputy Prosecuting Attorney,	Satpar Singir Starta, County Exceutive
	Civil Division	() Approved () Denied
24	CIVII DIVISIOII	() Approved () Denied
25		D 1 C' 1
26		Date Signed:

WHATCOM COUNTY **PUBLIC WORKS DEPARTMENT**

Jon Hutchings Director



ENGINEERING SERVICES JAMES P. KARCHER, P.E.

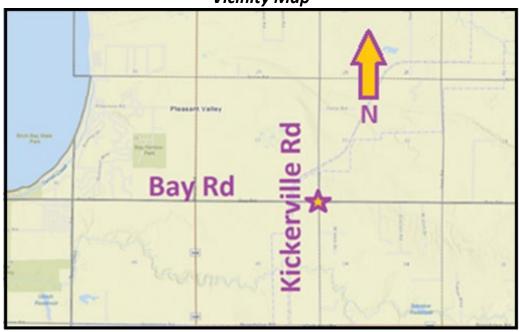
County Engineer 322 N Commercial St Bellingham, WA 98225 Phone: (360) 778-6200

Fax: (360) 778-6201

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:

Collision at Intersections 2015-2019			
MP and Intersecting Road Name MP 2.24			
	Kickerville Rd		
Total Collisions	14		
Injury Collisions	8		
Property Damage Collisions	6		
Collision at Intersections 2020-2021			
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 Egdeline 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 Interse	ection Sight Distance	Measured 10 ft from	m the traveled way	
Eye Height	3.5 ft	Object Height	3.5 ft	
Direction of Travel				
(Kickerville Rd)/	Speed Limit	Measured	Intersection Sight	
Direction Looking	(Bay Rd)	Distance	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. 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
 - b. 5 of 6 collisions within 12 months
 - c. No collisions involved DUI
 - d. 4 collisions occurred during daylight hours, 2 at night
 - e. 5 collisions occurred during clear or overcast condition, 1 raining
 - f. 5 collisions occurred on dry pavement, 1 on wet
 - g. 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

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%: 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: Introduced for Public

Hearing

File Created: 11/03/2022 Entered by: CBuzitis@co.whatcom.wa.us

Department: Public Works File Type: Ordinance Requiring a Public Hearing

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 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:
11/22/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed ordinance, Traffic Study

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director Cak

From: James P. Karcher, P.E., County Engineer

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.

1 2		PRO	DPOSED BY: <u>Public Works - Engineering</u> INTRODUCTION DATE:_11/22/2022_		
3	INTRODUCTION DATE11/22/2022_				
4 5	ORDINANCE NO				
6 7	INSTALLATION OF STOP	SIGNS ON BAY ROA VALLEY VIEW RO	AD AT THE INTERSECTION WITH DAD		
8					
9 10 11	WHEREAS, in compliand and expedient to install traffic of		0 and 46.61.200, it is found necessary County Roads; and		
12	·	5	,		
13 14 15 16		d is not able to negoti	ned that a road user, after stopping, ate the intersection unless conflicting		
17		, aa			
18					
19 20 21	the new stop signs; and				
22 23	NOW THEREFORE RE	IT OPDAINED by th	e Whatcom County Council that ston		
24 25	NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that stop signs be established for:				
26 27 28 29 30	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.				
31 32 33 34 35 36	 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. 				
37 38 39	BE IT FURTHER ORDA: added to the Whatcom County (· ·	m County Council that the following be 705:		
40	Dond Name	Direction	Cross Street		
41 42	Road Name	Direction- Stopping	Cross Street		
43		Stopping			
44	Bay Road	<u>Westbound</u>	Valley View Rd		
45	B	- u	V II V D I		
46 47	<u>Bay Road</u>	<u>Eastbound</u>	<u>Valley View Rd</u>		

1 2 3 4	BE IT FURTHER ORDAINED , that the County Engineer is hereby directed to install the appropriate signs and the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.		
5 6	ADOPTED this day of	2022	
7	71501 125 till5 tady of		
8 9		WHATCOM COUNTY COUNCIL	
10	ATTEST:	WHATCOM COUNTY, WASHINGTON	
11			
12 13			
14 15 16	Dana Brown-Davis, Clerk of the Council	Todd Donovan, Council Chair	
10 17	APPROVED AS TO FORM:	WHATCOM COUNTY EXECUTIVE	
18	ATTROVED NO FOTORITI	WHATCOM COUNTY, WASHINGTON	
19		·	
20 21	Flacture is ally Approved by C. Oving (314, 10, 21, 2022)		
21 22	Electronically Approved by C. Quinn/JJA 10-31-2022 Christopher Quinn,	Satpal Singh Sidhu, County Executive	
23	Sr. Deputy Prosecuting Attorney,	Satpa. Singil Statia, Southly Exceutive	
24	Civil Division	() Approved () Denied	
25		5 . 6	
26		Date Signed:	

WHATCOM COUNTY **PUBLIC WORKS DEPARTMENT**

Jon Hutchings Director



ENGINEERING SERVICES JAMES P. KARCHER, P.E.

County Engineer 322 N Commercial St Bellingham, WA 98225 Phone: (360) 778-6200

Fax: (360) 778-6201

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:

Collision at Intersections 2015-2019			
MP and Intersecting Road Name	MP4.25		
	Valley View Rd		
Total Collisions	5		
Injury Collisions	1		
Property Damage Collisions	4		
Collision at Intersections 2020-2021			
Total Collisions	0		
Injury Collisions	0		
Property Damage Collisions	0		

Signs and Markings

<u>Signs</u>

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 Interse	ection Sight Distance	Measured 10 ft fro	m the traveled way	
Eye Height	3.5 ft	Object Height	3.5 ft	
Direction of Travel				
(Valley View Rd)/	Speed Limit	Measured	Intersection Sight	
Direction Looking	(Bay Rd)	Distance	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: Introduced for Public

Hearing

File Created: 11/03/2022 Entered by: CBuzitis@co.whatcom.wa.us

Department: Public Works File Type: Ordinance Requiring a Public Hearing

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 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:
11/22/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed ordinance, Traffic Study

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director Cak

From: James P. Karcher, P.E., County Engineer

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.

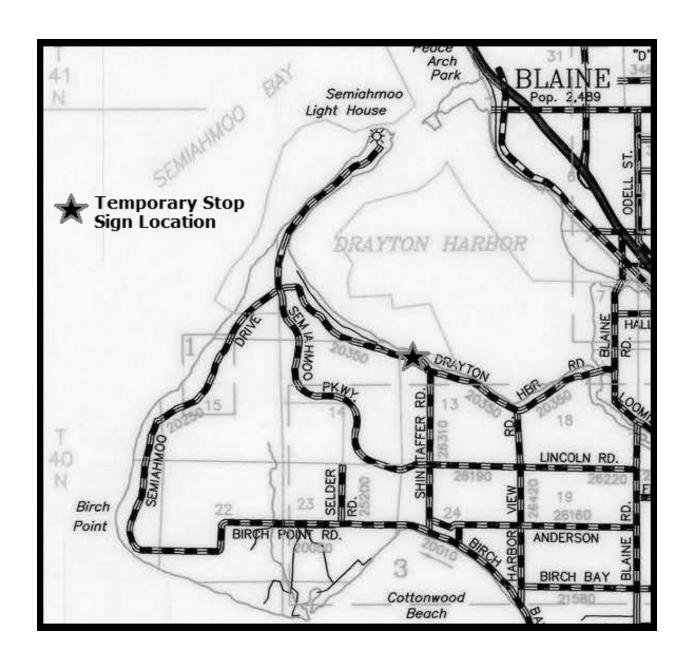
Information

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.

1			<u>ic Works - Engineering</u>
2		INTRODUCTIO	N DATE:_ <u>11/22/2022</u> _
3	ODDINANCE	NO	
4 5	ORDINANCE	NO	
6	REMOVAL OF A TEMPORARY STOP	SIGN ON DRAYTON H	ARBOR ROAD
7			
8 9	WHEREAS, in compliance with RCW 46. expedient to remove traffic control signs on cert		s found necessary and
10 11 12 13 14	WHEREAS, due to severe weather, asso block slope failure to a portion of Drayton Harbo established; and		
15 16	WHEREAS , the County Engineer has determined roadway is no longer safe for the travelling publications.		ffic on a one-lane
17 18 19 20	WHEREAS , Drayton Harbor Road will no slope failure area; and	w be open only to eastboo	und traffic, within the
21 22 23 24	WHEREAS, the County Engineer has det Drayton Harbor Road, 320 feet west of Shintaffe 023, is no longer needed; and		
25 26 27 28 29	NOW, THEREFORE, BE IT ORDAINED temporary stop sign be removed on Drayton Ha Shintaffer Road, located within Section 13, Town BE IT FURTHER ORDAINED that the C	rbor Road, eastbound, 320 nship 40 North, Range 1 W) feet westerly of /est, W.M.; and
30 31 32	appropriate signs and the Whatcom County She copy of this ordinance.		
33 34 35	ADOPTED this day of,	2022.	
36 37 38 39	ATTEST:	WHATCOM COUNTY WHATCOM COUNTY,	
40 41 42	Dana Brown-Davis, Clerk of the Council	Todd Donovan, Cour	ncil Chair
43 44 45	APPROVED AS TO FORM:	WHATCOM COUNTY WHATCOM COUNTY,	
46 47	Electronically Approved by C. Quinn/JJA 10-31-2022		
48	Christopher Quinn,	Satpal Singh Sidhu, E	xecutive
49	Sr. Deputy Prosecuting Attorney,	, ,	
50	Civil Division	() Approved	() Denied
51 52		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: Introduced for Public

Hearing

File Created: 11/03/2022 Entered by: CBuzitis@co.whatcom.wa.us

Department: Public Works File Type: Ordinance Requiring a Public Hearing

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 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:
11/22/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Staff Memo, Proposed ordinance, Traffic Study

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director (a)

From: James P. Karcher, P.E., County Engineer

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.

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PROPOSED BY: <u>Public Works - Engineering</u> INTRODUCTION DATE:_11/22/2022_

ORDINANCE NO. _____

R

1

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
Harksell Road	<u>Westbound</u>	Woodland Rd
Harksell Road	<u>Eastbound</u>	Woodland Rd

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	•	e County Engineer is hereby directed to modify
2	the appropriate signs and the Whatcom Count	ty 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		WHATCOM COUNTY COUNCIL
10	ATTEST:	WHATCOM COUNTY, WASHINGTON
11		,
12		
13		
14	Dana Brown-Davis, Clerk of the Council	Todd Donovan, Council Chair
15	Bana Brown Barroy Gronk of the Council	roda Bonovany Coanon Chan
16		
17	APPROVED AS TO FORM:	WHATCOM COUNTY EXECUTIVE
18	711710725710 10 101111	WHATCOM COUNTY, WASHINGTON
19		Will Coll Cookin, Within Coll
20		
21	Electronically Approved by C. Quinn/JJA 10-31-2022	
22	Christopher Quinn,	Satpal Singh Sidhu, County Executive
23	Sr. Deputy Prosecuting Attorney,	caspar emigri erama, ecame, excessive
24	Civil Division	() Approved () Denied
25		()
26		Date Signed:

WHATCOM COUNTY **PUBLIC WORKS DEPARTMENT**

Jon Hutchings Director



ENGINEERING SERVICES JAMES P. KARCHER, P.E.

County Engineer 322 N Commercial St Bellingham, WA 98225 Phone: (360) 778-6200

Fax: (360) 778-6201

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.

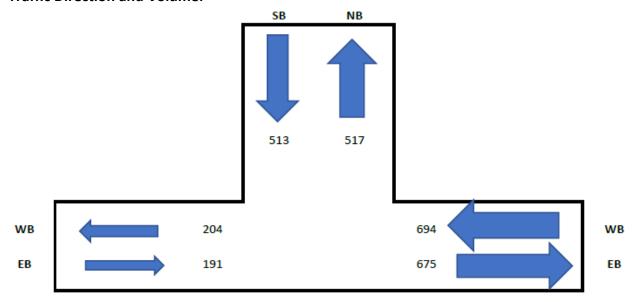
Traffic Count Data

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 85th percentile 44.3 mph (Speed Limit 35 mph)
West of intersection Average speed 34.4 MPH 85th percentile 42.3 mph (Speed Limit 35 mph)
East of intersection Average speed 27.7 MPH 85th 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 Interse	ction Sight Distance					
Mea	asured 10 ft and 12 f	t from the traveled v	way				
Eye Height	3.5 ft	Object Height	3.5 ft				
Direction of Travel							
(Woodland Rd)/	Speed Limit	Measured	Intersection Sight				
Direction Looking	(Harksell Rd)	Distance	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: AB2022-665

File ID: AB2022-665 Version: 1 Status: Introduced for Public

Hearing

File Created: 11/08/2022 Entered by: MCaldwel@co.whatcom.wa.us

Department: Finance Division File Type: Ordinance Requiring a Public Hearing

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 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:
11/22/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Proposed Ordinance, Appendix A, Appendix B, Appendix C, Proposed changes

PROPOSED BY: <u>County Executive</u> 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
•	WHATCOM COUNTY COUNCIL
ATTEST:	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

Adm	inistrative Services							
Admin	istration			•				
UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
Adm	inistrative Services							
Admin	istration							
8042	Application Processing - bypass of courthouse security screening	\$75.00	Per Application	No Change	\$75.00	Per Application	Executive Order 2006-6	
Faciliti	es Management							
1005	Long-Term Parking - Monthly	\$35.00	Per Month	No Change		Per Month	WCC 2.68	
1007	Short-Term Parking - Daily	\$4.00	Per Day	Change	\$10.00	Per Day	WCC 2.68	
1009	Short-Term Parking - 4 Hours or less	\$2.00	Per each 4 Hours	Change	\$5.00	Per each 4 Hours	WCC 2.68	
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	
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	
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		
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		
Financ	ce							
2826	District Payroll	\$10.00	Per Payroll Per Employee	No Change	\$10.00	Per Payroll Per Employee		
Huma	n Resources							
1000	Application Copy & Transfer	\$5.00	Per Application	No Change	\$5.00	Per Application	Unfd Fee Schdl Ordinance	
All D	epartments							
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	
7130	Returned Payment Fee (Former title - NSF Check Fee)	\$30.00	per transaction	No Change	\$30.00	per transaction		
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.)		
Asse	ssor							
1055	Current Use / Designated Forestland Classification	\$250.00	Per Application	No Change	\$250.00	Per Application	RCW 84.34.030 - RCW 84.33.130	
1056	Fire Patrol Fee	\$0.25	Per Parcel	No Change	\$0.25	Per Parcel	RCW 76.04.610	
2783	Real Property Assessment Roll - Short Master	\$35.00	Each	No Change	\$35.00	Each CPU processing plus digital media.	Unfd Fee Schdl Ordinance	

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	
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	
Audit	or							
1110	Election Maps/By Precinct	\$3.00	Per Map	No Change	\$3.00	Per Map	Unified Fee Schedule	
1113	Image Service (Daily Links), (Document Images)	\$0.02	\$.015 Per Image	No Change	\$0.02	\$.015 Per Image	Unfd Fee Schdl	
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	
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	
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	
2911	Index data per image	\$0.02	each	No Change	\$0.02	each		
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	
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	
8075	Election Registration Data	\$10.00	Each CD or Electronic Transfer	No Change	\$10.00	Each CD or Electronic Transfer	Unfd Fee Schdl	
8143	Daily Matchbacks (Elections)	\$3.00	Per daily match	No Change	\$3.00	Per daily match	Unfd Fee Schdl	
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	
8462	Licensing Mail Fee (CND)		Actual Cost	No Change		Actual Cost	Executive Order 2009-03	
9019	Assisted Record Search for Documents Prior to 19	80 \$8.00	Each	No Change	\$8.00	Each Plus copy costs	RCW 36.18.010(6), Unfd Fee Schdl	
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	
9044	Full Size Maps (Copies)-Additional Pages	\$3.00	per additional page	No Change	\$3.00	per additional page	Unfd Fee Schdl	
Coun	cil							
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	
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	
1203	Certified Copies	\$1.00	Additional Pages	No Change	\$1.00	Additional Pages	Unfd Fee Schdl Ordinance	
1204	Certified Copies	\$3.00	First Page Each Doc	No Change	\$3.00	First Page Each Doc	Unfd Fee Schdl Ordinance	
1207	Council Packets	\$257.00	Per Year	No Change	\$257.00	Per Year	Unfd Fee Schdl Ordinance	
1210	Record Search	\$20.00	Per Hour	No Change	\$20.00	Per Hour	Unfd Fee Schdl Ordinance	
1215	Segregation of Sp Assmts	\$3.00	Each Tract	No Change	\$3.00	Each Tract	WCC 3.52	
1216	Verbatim Transcripts	\$5.00	Per Page	No Change	\$5.00	Per Page	Unfd Fee Schdl Ordinance	
1220	Appeal to Council Fee	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC 15.04.060 & WCC 23.60.150	
7138	Franchise Application Fee	\$500.00	per application	No Change	\$500.00	per application	Unified Fee Schedule	

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	
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	
Coun	ty Clerk							
1751	Sealing/ Destruction Pack	\$10.00	Per Pack	No Change	\$10.00	Per Pack	RCW 36.93.120	
2655	Ex Parte Filing Fee	\$30.00	Per Filing	No Change	\$30.00	Per Filing	RCW 36.18.016(12)	
2662	Local Rules	\$2.00	Per Copy	No Change	\$2.00	Per Copy	Unfd Fee Schdl Ordinance	
2667	Postage & Handling	\$1.00	Each Piece	No Change	\$1.00	Each Piece	Unfd Fee Schdl Ordinance	
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)	
Distri	ct 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	
Execu	utive							
1300	Board/Care-Large Livestock	\$40.00	Per Day	No Change	\$40.00	Per Day -After 24 Hr	Executive Order 2006-7	
1301	Board/Care-Not Large Livestock	\$40.00	Per Day	No Change	\$40.00	Per Day -After 24 Hr	Executive Order 2006-7	
1302	Boarding Fee-Special Requirements	\$40.00	Per Day	No Change	\$40.00	Per Day	Executive Order 2006-7	
1310	License Fee-Unsterilized Dog, Male/Female	\$41.00	Per Animal	No Change	\$41.00	Per Animal	Executive Order 2007-6	
1311	License Fee-Sterilized Dog, Male/Female	\$11.00	Per Animal	No Change	\$11.00	Per Animal	Executive Order 2007-6	
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	
1313	Pickup/Disposition Fee	\$55.00	Per Animal	No Change	\$55.00	Per Animal	Executive Order 2007-6	
1314	Pickup/Disposition Fee-Additional	\$25.00	Per Additional Animal	No Change	\$25.00	Per Additional Animal	Unfd Fee Schdl Ordinance	
1315	Registration Fee, Dangerous Dog	\$150.00	Per Dog	No Change	\$150.00	Per Dog	Executive Order 2006-7	
8043	Registration Fee - Potentially Dangerous Dog	\$100.00	Per Animal	No Change	\$100.00	Per Animal	Executive Order 2006-7	
8149	Board/Care - Domestic Animals	\$15.00	per day	No Change	\$15.00	per day	Unified Fee Schedule	
8150	Call Out Fee (Livestock at Large)	\$50.00	per call	No Change	\$50.00	per call	Executive Order 2007-06	
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	
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	

Executive

Cals and other small animals of al-Altered and various of al-Altered and various of all control of the small animals of al-Altered and various of confidence of the small animals of al-Altered and various of confidence of the small animals of al-Altered and various of confidence of the small animals of al-Altered and various of confidence of the small animals and allered and various of conf	UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
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without identification 1516 Cats and other small animals 2nd - Altered and 385.00 per imp112 mo period No Change 855.00 per imp112 mo period Executive Order 2007-06 without identification 1518 Cats and other small animals 3nd - Altered and 312.0.0 per imp112 mo period No Change 855.00 per imp112 mo period Executive Order 2007-06 without identification without ide	8154		\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	
without identification 1817 Cats and other small animals 3rd - Altered and \$85.00 per imp/12 mo period No Change \$120.00 per imp/12 mo period without identification 1818 Cats and other small animals 4th - Altered and \$120.00 per imp/12 mo period No Change \$120.00 per imp/12 mo period Executive Order 2007-06 without identification 1819 Cats and other small animals 1st - Unattered and \$15.00 per imp/12 mo period No Change \$150.00 per imp/12 mo period wearing identification 1810 Cats and other small animals 2nd - Unattered and \$150.00 per imp/12 mo period No Change \$150.00 per imp/12 mo period Executive Order 2007-06 per imp/12 mo period wearing identification 1810 Cats and other small animals 3rd - Unattered and \$150.00 per imp/12 mo period No Change \$150.00 per imp/12 mo period Executive Order 2007-06 per imp/12 mo period wearing identification 1810 Cats and other small animals 4th - Unattered and \$120.00 per imp/12 mo period No Change \$150.00 per imp/12 mo period Executive Order 2007-06 wearing identification 1810 Cats and other small animals 4th - Unattered and \$150.00 per imp/12 mo period No Change \$150.00 per imp/12 mo period Executive Order 2007-06 wearing identification 1810 Cats and other small animals 5rd - Unattered and \$150.00 per imp/12 mo period No Change \$150.00 per imp/12 mo period Executive Order 2007-06 wearing identification 1810 Cats and other small animals 5rd - Unattered and \$150.00 per imp/12 mo period No Change \$150.00 per imp/12 mo period Executive Order 2007-06 website of the small animals 5rd - Unattered and \$150.00 per imp/12 mo period No Change \$150.00 per imp/12 mo period Executive Order 2007-06 website identification 1810 Cats and other small animals 5rd - Unattered and \$150.00 per imp/12 mo period No Change \$150.00 per imp/12 mo period Executive Order 2007-06 website identification in the small animals 5rd - Unattered and search per imp/12 mo period No Change \$150.00 per imp/12 mo period Executive Order 2007-06 website identification in the small animals 5rd - Unattered an	8155		\$45.00	per imp/12 mo period	No Change	\$45.00	per imp/12 mo period	Executive Order 2007-06	
without identification 1818 Cats and other small animals 4th - Altered and whithout identification 1819 Cats and other small animals 1st - Unaltered and security dentification 1810 Cats and other small animals 1st - Unaltered and security dentification 1810 Cats and other small animals 1st - Unaltered and security dentification 1810 Cats and other small animals 2nd - Unaltered and security dentification 1810 Cats and other small animals 3st - Unaltered and security dentification 1811 Cats and other small animals 3rd - Unaltered and security dentification 1812 Cats and other small animals 3rd - Unaltered and security dentification 1812 Cats and other small animals 3rd - Unaltered and security dentification 1813 Cats and other small animals 3rd - Unaltered and security dentification 1814 Cats and other small animals 3rd - Unaltered and security dentification 1815 Cats and other small animals 3rd - Unaltered and security dentification 1815 Cats and other small animals 3rd - Unaltered and security dentification 1816 Cats and other small animals 3rd - Unaltered and security dentification 1816 Cats and other small animals 3rd - Unaltered and security dentification 1816 Cats and other small animals 3rd - Unaltered and security dentification 1816 Cats and other small animals 3rd - Unaltered and security dentification 1816 Cats and other small animals 3rd - Unaltered and security dentification 1816 Cats and other small animals 3rd - Unaltered and security dentification 1816 Cats and other small animals 3rd - Unaltered and security dentification 1817 Dogs 4rd - Altered and wearing current license security dentification 1818 Cats and other small animals 3rd - Unaltered and security dentification 1818 Cats and other small animals 3rd - Unaltered and security dentification 1819 Dogs 3rd - Altered and wearing current license security dentification 1819 Dogs 3rd - Altered and wearing current license security dentification 1810 Dogs 3rd - Altered and unalticensed or not wearing security dentification	8156		\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	
without identification 18199 Cats and other small animals 1st - Unaltered and wasning identification 18100 Cats and other small animals 2nd - Unaltered and wasning identification 18101 Cats and other small animals 2nd - Unaltered and wasning identification 18101 Cats and other small animals 2nd - Unaltered and wasning identification 18102 Cats and other small animals 3nd - Unaltered and wasning identification 18102 Cats and other small animals 3nd - Unaltered and wasning identification 18103 Cats and other small animals 3nd - Unaltered and wasning current license wasning identification 18103 Cats and other small animals 3nd - Unaltered and wasning current license wasning identification 18103 Cats and other small animals 3nd - Unaltered and wasning current license wasning identification 18104 Cats and other small animals 3nd - Unaltered and wasning current license wasning identification 18105 Cats and other small animals 3nd - Unaltered and wasning current license wasning identification 18105 Cats and other small animals 3nd - Unaltered and wasning current license wasning identification 18105 Cats and other small animals 3nd - Unaltered and wasning current license wasning identification without identification	8157		\$85.00	per imp/12 mo period	No Change	\$85.00	per imp/12 mo period	Executive Order 2007-06	
wearing identification Cats and other small animals 2nd - Unalitered and \$65.00 per imp/12 mo period No Change \$65.00 per imp/12 mo period Executive Order 2007-06 18161 Cats and other small animals 3rd - Unalitered and \$85.00 per imp/12 mo period No Change \$85.00 per imp/12 mo period Executive Order 2007-06 18162 Cats and other small animals 4th - Unalitered and \$120.00 per imp/12 mo period No Change \$120.00 per imp/12 mo period Executive Order 2007-06 18163 Cats and other small animals 1st - Unalitered and \$85.00 per imp/12 mo period No Change \$65.00 per imp/12 mo period Executive Order 2007-06 18164 Cats and other small animals 2nd - Unalitered and \$85.00 per imp/12 mo period No Change \$85.00 per imp/12 mo period Executive Order 2007-06 18165 Cats and other small animals 3rd - Unalitered and \$105.00 per imp/12 mo period No Change \$85.00 per imp/12 mo period Executive Order 2007-06 18165 Cats and other small animals 3rd - Unalitered and \$105.00 per imp/12 mo period No Change \$105.00 per imp/12 mo period Executive Order 2007-06 18166 Cats and other small animals 4th - Unalitered and \$105.00 per imp/12 mo period No Change \$105.00 per imp/12 mo period Executive Order 2007-06 18167 Dogs 1st - Altered and wearing current license \$40.00 per imp/12 mo period No Change \$60.00 per imp/12 mo period Executive Order 2007-06 18168 Dogs 2nd - 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 18170 Dogs 4th - 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 18171 Dogs 3rd - Altered and unilicensed or not wearing \$80.00 per imp/12 mo period No Change \$80.00 per imp/12 mo period Executive Order 2007-06 18172 Dogs 2rd - Altered and unilicensed or not wearing \$80.00 per imp/12 mo period No Change \$80.00 per imp/12 mo period Executive Order 2007-06 18173 Dogs 3rd - Altered and unilicensed or not wearing \$80.00 per imp/12 mo period No Change	8158		\$120.00	per imp/12 mo period	No Change	\$120.00	per imp/12 mo period	Executive Order 2007-06	
wearing identification Cats and other small animals 3rd - Unaltered and waring identification 1102 Cats and other small animals 4th - Unaltered and wearing identification 1102 Cats and other small animals 4th - Unaltered and wearing identification 1103 Cats and other small animals 4th - Unaltered and wearing identification 1104 Cats and other small animals 1st - Unaltered and wearing identification 1105 Cats and other small animals 1st - Unaltered and wearing unrent license without identification 1105 Cats and other small animals 2nd - Unaltered and without identification 1105 Cats and other small animals 2nd - Unaltered and without identification 1105 Cats and other small animals 2nd - Unaltered and without identification 1105 Cats and other small animals 3rd - Unaltered and without identification 1105 Cats and other small animals 3rd - Unaltered and without identification 1105 Cats and other small animals 3rd - Unaltered and without identification 1105 Cats and other small animals 3rd - Unaltered and without identification 1106 Cats and other small animals 3rd - Unaltered and without identification 1106 Cats and other small animals 3rd - Unaltered and without identification 1106 Cats and other small animals 3rd - Unaltered and without identification 1106 Cats and other small animals 3rd - Unaltered and without identification 1106 Cats and other small animals 3rd - Unaltered and without identification 1106 Cats and other small animals 3rd - Unaltered and without identification 1106 Cats and other small animals 3rd - Unaltered and wearing current license see and the small animals 3rd - Unaltered and wearing current license see and the small animals 3rd - Unaltered and wearing current license see and the small animals 3rd - Unaltered and wearing current license see and surface and unaltered and wearing current license see and surface and unaltered and wearing current license see and surface and unaltered and wearing current license see and surface and unaltered and unaltered and unaltered and	8159		\$45.00	per imp/12 mo period	No Change	\$45.00	per imp/12 mo period	Executive Order 2007-06	
Security	8160		\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	
wearing identification 8163 Cats and other small animals 1st - Unaltered and wearing current license without identification 8164 Cats and other small animals 2nd - Unaltered and without identification 8165 Cats and other small animals 2nd - Unaltered and wearing current license without identification 8166 Cats and other small animals 3rd - Unaltered and without identification 8167 Cats and other small animals 3rd - Unaltered and wearing current license without identification 8168 Cats and other small animals 4rh - Unaltered and without identification 8169 Cats and other small animals 4rh - Unaltered and wearing current license without identification 8160 Cats and other small animals 4rh - Unaltered and wearing current license without identification 8160 Cats and other small animals 4rh - Unaltered and wearing current license without identification 8160 Cats and other small animals 4rh - Unaltered and wearing current license without identification 8160 Cats and other small animals 4rh - Unaltered and wearing current license without identification 8160 Cats and other small animals 4rh - Unaltered and wearing current license without identification 8160 Cats and other small animals 3rd - Unaltered and wearing current license without identification 8160 Cats and other small animals 3rd - Unaltered and wearing current license without identification 8160 Cats and other small animals 3rd - Unaltered and wearing current license without identification 8160 Cats and other small animals 3rd - Unaltered and wearing current license without identification 8160 Cats and other small animals 4rd - Unaltered and wearing current license without identification 8160 Cats and other small animals 4rd - Unaltered and wearing current license without identification 8160 Cats and other small animals 4rd - Unaltered and wearing current license without identification 8160 Cats and other small animals 4rd - Unaltered and wearing current license without identification 8160 Cats and other small animals 4rd - Unaltered and	8161		\$85.00	per imp/12 mo period	No Change	\$85.00	per imp/12 mo period	Executive Order 2007-06	
without identification 865.00 per imp/12 mo period No Change \$85.00 per imp/12 mo period without identification 8164 Cats and other small animals 3rd - Unaltered and \$105.00 per imp/12 mo period No Change \$105.00 per imp/12 mo period Executive Order 2007-06 without identification 8166 Cats and other small animals 4th - Unaltered and \$140.00 per imp/12 mo period No Change \$140.00 per imp/12 mo period Executive Order 2007-06 without identification 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 Executive	8162		\$120.00	per imp/12 mo period	No Change	\$120.00	per imp/12 mo period	Executive Order 2007-06	
without identification 8165 Cats and other small animals 3rd - Unaltered and \$105.00 per imp/12 mo period No Change \$105.00 per imp/12 mo period Primp/12 mo period	8163		\$65.00	per imp/12 mo period	No Change	\$65.00	per imp/12 mo period	Executive Order 2007-06	
without identification 8166 Cats and other small animals 4th - Unaltered and wearing current license \$40.00 per imp/12 mo period No Change \$40.00 per imp/12 mo period Dogs 1st - 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 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 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 8170 Dogs 4th + - Altered and wearing current license \$150.00 per imp/12 mo period No Change \$60.00 per imp/12 mo period Executive Order 2007-06 8171 Dogs 1st - Altered and unlicensed or not wearing license No Change \$60.00 per imp/12 mo period No Change \$60.00 per imp/12 mo period Executive Order 2007-06 8172 Dogs 2nd - Altered and unlicensed or not wearing S80.00 per imp/12 mo period No Change \$80.00 per imp/12 mo period Executive Order 2007-06 8173 Dogs 3rd - Altered and unlicensed or not wearing S100.00 per imp/12 mo period No Change \$100.00 per imp/12 mo period Executive Order 2007-06 8174 Dogs 4th + - Altered and unlicensed or not wearing S170.00 per imp/12 mo period No Change S170.00 per imp/12 mo period Executive Order 2007-06 8175 Dogs 1st - Unaltered and wearing current license \$60.00 per imp/12 mo period No Change S60.00 per imp/12 mo period Executive Order 2007-06 8176 Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period No Change S60.00 per imp/12 mo period Executive Order 2007-06 8176 Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period No Change S80.00 per imp/12 mo period Executive Order 2007-06 8177 Dogs 2nd - Unaltered and wearing current license S80.00 per imp/12 mo period No Change S80.00 per imp/12 mo period Executive Order 2007-06 8178 Dogs 2nd - Unaltered and wearing current license S80.00 per imp/12 mo period No Change S80.00 per imp/12 mo	8164		\$85.00	per imp/12 mo period	No Change	\$85.00	per imp/12 mo period	Executive Order 2007-06	
without identification 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 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 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 8170 Dogs 4th + - Altered and unlicensed or not wearing license 8172 Dogs 2nd - Altered and unlicensed or not wearing sense sens	8165		\$105.00	per imp/12 mo period	No Change	\$105.00	per imp/12 mo period	Executive Order 2007-06	
8168 Dogs 2nd - Altered and wearing current license \$60.00 per imp/12 mo period No Change \$60.00 per imp/12 mo period Dogs 3rd - Altered and wearing current license \$80.00 per imp/12 mo period No Change \$80.00 per imp/12 mo period Dogs 4th + - Altered and wearing current license \$150.00 per imp/12 mo period No Change \$150.00 per imp/12 mo period Dogs 4th + - Altered and unlicensed or not wearing license Secutive Order 2007-06 Dogs 2th - Altered and unlicensed or not wearing license Secutive Order 2007-06 Dogs 2th - Altered and unlicensed or not wearing Secutive Order 2007-06 Dogs 2nd - Altered and unlicensed or not wearing Secutive Order 2007-06 Dogs 2nd - Altered and unlicensed or not wearing Secutive Order 2007-06 Dogs 2nd - Altered and unlicensed or not wearing Secutive Order 2007-06 Dogs 2nd - Altered and unlicensed or not wearing Secutive Order 2007-06 Dogs 2nd - Altered and unlicensed or not wearing Secutive Order 2007-06 Dogs 2nd - Altered and unlicensed or not wearing Secutive Order 2007-06 Dogs 2nd - Altered and unlicensed or not wearing Secutive Order 2007-06 Dogs 2nd - Altered and unlicensed Or not wearing Secutive Order 2007-06 Dogs 2nd - Altered and wearing current license Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current license Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current license Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current license Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current license Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current license Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current license Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current license Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current license Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current Secutive Order 2007-06 Dogs 2nd - Unaltered and wearing current Secutive	8166		\$140.00	per imp/12 mo period	No Change	\$140.00	per imp/12 mo period	Executive Order 2007-06	
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 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 8171 Dogs 1st - Altered and unlicensed or not wearing license Secutive Order 2007-06 per imp/12 mo period No Change Secutive Order 2007-06 per imp/12 mo period Secutive Order 2007-06 license Secutive Order	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	
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 license S171 Dogs 2nd - Altered and unlicensed or not wearing license S80.00 per imp/12 mo period No Change S80.00 per imp/12 mo period Executive Order 2007-06 license S80.00 per imp/12 mo period No Change S80.00 per imp/12 mo period Executive Order 2007-06 license S80.00 per imp/12 mo period No Change S80.00 per imp/12 mo period Executive Order 2007-06 license S80.00 per imp/12 mo period No Change S100.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period No Change S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period No Change S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period No Change S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period D170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 per imp/12 mo period Executive Order 2007-06 license S170.00 pe	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	
B171 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 license B172 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 license B173 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 license B174 Dogs 4th + - Altered and unlicensed or not wearing license \$170.00 per imp/12 mo period Executive Order 2007-06 license B175 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 B176 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 B176 Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period D0 Change \$80.00 per imp/12 mo period Executive Order 2007-06 B176 Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period D0 Change \$80.00 per imp/12 mo period Executive Order 2007-06 B176 Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period D0 Change \$80.00 per imp/12 mo period Executive Order 2007-06 B176 Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period D0 Change \$80.00 per imp/12 mo period Executive Order 2007-06 B176 D0 Change \$80.00 per imp/12 mo period D0 Change \$80.00 per imp/12 mo period Executive Order 2007-06 B176 D0 Change \$80.00 per imp/12 mo period D0 Change \$	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	
Bird 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 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 Dogs 4th + - Altered and unlicensed or not wearing license \$170.00 per imp/12 mo period Dogs 4th + - Altered and unlicensed or not wearing license \$170.00 per imp/12 mo period Dogs 4th + - Altered and wearing current license \$60.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period No Change \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Un	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	
B173 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 Dogs 4th + - Altered and unlicensed or not wearing \$170.00 per imp/12 mo period No Change \$170.00 per imp/12 mo period Executive Order 2007-06 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 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 Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period Dogs 2nd - Unaltered and wearing current license \$80.00 per imp/12 mo period	8171		\$60.00	per imp/12 mo period	No Change	\$60.00	per imp/12 mo period	Executive Order 2007-06	
Size	8172		\$80.00	per imp/12 mo period	No Change	\$80.00	per imp/12 mo period	Executive Order 2007-06	
Secutive Order 2007-06 Secutive Order 2007	8173		\$100.00	per imp/12 mo period	No Change	\$100.00	per imp/12 mo period	Executive Order 2007-06	
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	8174		\$170.00	per imp/12 mo period	No Change	\$170.00	per imp/12 mo period	Executive Order 2007-06	
	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	
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	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	
	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	

Executive

				Change				
UFS#	Description	2020 Rate	Rate Basis	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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
8191	License Fee - Wild or Exotic Animal - Annual Renewal	\$100.00	per renewal	No Change	\$100.00	per renewal	Executive Order 2007-06	
8192	License Fee - Past Due - Additional	\$10.00	Added to license fee	No Change	\$10.00	Added to license fee	Executive Order 2007-06	
8193	Owner Release Fee	\$50.00	per release	No Change	\$50.00	per release	Executive Order 2007-06	
8194	Owner Release Fee - Additional for Litter w/Mother	\$10.00	per release	No Change	\$10.00	per release	Executive Order 2007-06	
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	
9046	Multi Dog License	\$65.00	Per license	No Change	\$65.00	Per license	WCC 6.04.050	
Healt	h							
Admini	stration							
1353	FAX Machine Use	\$2.00	Per Page Received	No Change	\$2.00	Per Page Received	Unfd Fee Schdl Ordinance	
1354	FAX Machine Use	\$2.00	Per Page Transmitted (360)	No Change	\$2.00	Per Page Transmitted (360)	Unfd Fee Schdl Ordinance	
1355	FAX Machine Use	\$3.00	Per Page Transmitted (non-360)	No Change	\$3.00	Per Page Transmitted (non-360)	Unfd Fee Schdl Ordinance	
1583	Notary Service	\$10.00	Each	No Change	\$10.00	Each	Unfd Fee Schdl Ordinance	
9059	Secure Med Annual Operating Permit	\$15,120.00	Per Year	No Change	\$15,120.00	Per Year	Executive Order 2020-11	
Enviror	nmental Health							
1462	PDS Verfication - Water	\$135.00	Per Water Supply	Change	\$141.00	Per Water Supply	Unfd Fee Schdl Ordinance	
1465	Water Systems - additional hours	\$126.00	After base hour, Per Hour	Change	\$132.00	After base hour, Per Hour	Unfd Fee Schdl Ordinance	

Change

\$578.00

Base Charge

\$551.00

Base Charge

Water Systems, Public (4hour base)

1466

Unfd Fee Schdl Ordinance

Health

Environmental Health

LIIVIIOI	imental mealth			Change				
UFS#	Description	2020 Rate	Rate Basis	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	
1469	Water, Public Well Site Approvals	\$330.00	Per Site	Change	\$346.00	Per Site	Unfd Fee Schdl Ordinance	
1470	Water, Well Site Approvals/ 2 prty, plats	\$330.00	Per Site	Change	\$346.00	Per Site	Unfd Fee Schdl Ordinance	
1474	SW - Registration Compost Product	\$1,323.00	Per Registration	Change	\$1,389.00	Per Registration	Unfd Fee Schdl Ordinance	
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	
1477	SW/Compost Application-Env Monitoring Not Reqd - 10 hour base	- \$1,323.00	Per Application	Change	\$1,389.00	Per Application	Unfd Fee Schdl Ordinance	
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	
1479	SW Biosolids Beneficials Use Facility Review - 15 hour base	\$1,985.00	Per Facility	Change	\$2,084.00	Annual	Unfd Fee Schdl Ordinance	
1481	SW Permit - Env Monitoring Reqd - 40 hour base	\$5,292.00	Per Permit	Change	\$5,556.00	Annual	Unfd Fee Schdl Ordinance	
1483	SW/Compost Permit - Env Monitoring Not Reqd - 10 hour base	\$1,323.00	Per Permit	Change	\$1,389.00	Annual	Unfd Fee Schdl Ordinance	
1485	SW Post Closure Env Monitoring Req'd - 15 hour base	\$1,985.00	Annual	Change	\$2,084.00	Annual	Unfd Fee Schdl Ordinance	
1488	SW Spill Response	\$126.00	Each Additional Hour	Change	\$132.00	Each Additional Hour	Unfd Fee Schdl Ordinance	
1489	OSS, Application & Permit	\$950.00	Per Application	Change	\$997.00	Per Application appl & permit	Unfd Fee Schdl Ordinance	
1490	Appeal, Admin - Other admin decision	\$368.00	Per Appeal	Change	\$386.00	Per Appeal	Unfd Fee Schdl Ordinance	
1491	PDS Verification - OSS	\$142.00	On-Site Sewage System	Change	\$149.00	On-Site Sewage System	Unfd Fee Schdl Ordinance	
1492	Water Variance Request	\$347.00	Var/Condtnl Use	Change	\$364.00	Var/Condtnl Use	Unfd Fee Schdl Ordinance	
1502	OSS Plat Approval Base Chg	\$360.00	Base Chg + Lot	No Change	\$378.00	Base Chg + Lot	Unfd Fee Schdl Ordinance	
1503	OSS PDS Plat Approval per lot Review	\$120.00	Per Lot	Change	\$126.00	Per Lot	Unfd Fee Schdl Ordinance	
1504	OSS Re-inspect Disp. System	\$306.00	Per Inspection	Change	\$321.00	Per Inspection	Unfd Fee Schdl Ordinance	
1505	OSS - WS DOH On-site Guidelines	\$2.00	Per Booklet	No Change	\$2.00	Per Booklet	Unfd Fee Schdl Ordinance	
1507	OSS Disp. permit renewal	\$519.00	Per Renewal Letter	Change	\$544.00	Per Renewal Letter	Unfd Fee Schdl Ordinance	
1508	OSS O & M Specialist License (Initial & Renewal)	\$242.00	Per License	Change	\$254.00	Per License	Unfd Fee Schdl Ordinance	
1510	OSS Clean & Inst License (Initial and Renewal)	\$242.00	Per License	Change	\$254.00	Per License	Unfd Fee Schdl Ordinance	
1513	Late Fee 30 Days		10% of unpaid fee	No Change		10% of unpaid fee	Unfd Fee Schdl Ordinance	
1514	Late Fee 60 Days		Additional 10% of unpaid fee	No Change		Additional 10% of unpaid fee	Unfd Fee Schdl Ordinance	
1518	Food Conf. Outbreak-Follow-Up	\$132.00	Per Hour	Change	\$138.00	Per Hour	Unfd Fee Schdl Ordinance	
1519	Food Demo Permit	\$88.00	Per Permit	Change	\$92.00	Per Permit	Unfd Fee Schdl Ordinance	
1522	Food Worker Replacement Card	\$5.00	Per Card	No Change	\$5.00	Per Card	Unfd Fee Schdl Ordinance	
1528	Grocery, low risk	\$222.00	Per Permit	Change	\$233.00	Per Permit No food prep	Unfd Fee Schdl Ordinance	
1530	Food Supermarket + Add'l services	\$885.00	Base Permit	Change	\$929.00	Base Permit	Unfd Fee Schdl Ordinance	
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	

Health

Environmental Health

	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	
1536	Plan Review Food, additional hours	\$132.00	Per Hour	Change	\$138.00	Per Hour	Unfd Fee Schdl Ordinance	
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	
1538	Food Menu/Limited Food Serv Plan Review No Inspecition (1 hour max)	\$132.00	Base Charge	Change	\$138.00	Base Charge (\$126/add'l hr) low risk review	Unfd Fee Schdl Ordinance	
1540	Re-Inspection Food Program	\$354.00	Per Re-Inspection	Change	\$371.00	Per Re-Inspection	Unfd Fee Schdl Ordinance	
1546	Food Tavern no food service	\$382.00	Per Permit	Change	\$401.00	Per Permit	Unfd Fee Schdl Ordinance	
1549	Food Temp Food Srvc Cook-Off-participant	\$21.00	Per Participt	Change	\$22.00	Per Participt	Unfd Fee Schdl Ordinance	
1550	Food Temp Food Service Cook-Off	\$126.00	Base Permit	Change	\$132.00	Base Permit	Unfd Fee Schdl Ordinance	
1551	Food Temp Food Srvc Multi Evnt	\$303.00	Per Permit	Change	\$318.00	Per Permit	Unfd Fee Schdl Ordinance	
1552	Food Temp Food Srvc Waiver	\$29.00	Single Event	Change	\$30.00	Single Event	Unfd Fee Schdl Ordinance	
1553	Food Temp Srvc Waiver, Multiple	\$58.00	Per Permit	Change	\$60.00	Per Permit	Unfd Fee Schdl Ordinance	
1555	LE Pet Shop Permit	\$160.00	Per Permit	Change	\$168.00	Per Permit	Unfd Fee Schdl Ordinance	
1556	Plan Review Living Env. Add'l hours	\$132.00	Per Hour	No Change	\$138.00	Per Hour	Unfd Fee Schdl Ordinance	
1557	Plan Review Living Env.	\$343.00	Base Charge	Change	\$360.00	Base Charge	Unfd Fee Schdl Ordinance	
1560	Private Camp Permit	\$326.00	Per Permit	Change	\$342.00	Per Permit	Unfd Fee Schdl Ordinance	
1561	RV Park Permit 1-49 Spcs	\$338.00	Per Permit	Change	\$354.00	Per Permit	Unfd Fee Schdl Ordinance	
1562	RV Park Permit 50-99 Spcs	\$377.00	Per Permit	Change	\$395.00	Per Permit	Unfd Fee Schdl Ordinance	
1563	RV Park Permit, Multi-Event Temporary	\$229.00	Per Permit	Change	\$240.00	Per Permit	Unfd Fee Schdl Ordinance	
1564	RV Park Permit, Temporary	\$132.00	Per Permit	Change	\$138.00	Per Permit	Unfd Fee Schdl Ordinance	
1565	RV Park Prmt 100-149 Spcs	\$415.00	Per Permit	Change	\$435.00	Per Permit	Unfd Fee Schdl Ordinance	
1566	RV Park Prmt 150+ Spcs	\$491.00	Per Permit	Change	\$515.00	Per Permit	Unfd Fee Schdl Ordinance	
1567	RV Parks - Opening Inspection Fee	\$174.00	Per Inspection	Change	\$182.00	Per Inspection	Unfd Fee Schdl Ordinance	
1568	RV Parks - Opening Reinspection Fee	\$120.00	Per Inspection	Change	\$126.00	Per Inspection	Unfd Fee Schdl Ordinance	
1572	Swimming Pool, Spa, Water Rec Base Permit	\$419.00	Base Permit	Change	\$439.00	Base Permit	Unfd Fee Schdl Ordinance	
1573	LE Swmng Pool, Spa, each water body	\$184.00	Each Pool	Change	\$193.00	Each Pool	Unfd Fee Schdl Ordinance	
1576	LE Water Rec Pool/Spa - Application/Inspection	\$245.00	Per Inspection	Change	\$257.00	Per Inspection	Unfd Fee Schdl Ordinance	
1577	LE Water Rec Pool/Spa - Reinspection	\$245.00	Per Inspection	Change	\$257.00	Per Inspection	Unfd Fee Schdl Ordinance	
1594	LE Indoor Air Assessment	\$235.00	Base Charge	Change	\$246.00	Base Charge + \$126 Per Hr	Unfd Fee Schdl Ordinance	
2792	O&M Fee	\$19.00	Each OSS	No Change	\$19.00	Each OSS	UFS & SSB 6116	
2854	LE School & Institutional Inspect each classroom	\$21.00	Each	Change	\$22.00	Each		
2855	Septage holding tank	\$315.00	each tank	Change	\$330.00	each tank		
2908	Secure Med Plan review up to 50 Hours	\$6,300.00	Up to 50 hours	Change	\$6,615.00	Up to 50 hours		
2913	3% Technology Fee		Per permit/application	No Change		Per permit/application 3% charged on total permit/application cost	Unified Fee Schedule	
4971	Food Community Food Service Waiver	\$0.00	Per waiver	No Change	\$0.00	Per waiver	Unfd Fee Schdl Ordinance	

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	-
4986	PDS - Env. Land use reviews (regular project)	\$126.00	Each	Change	\$132.00	Each	Unfd Fee Schdl Ordinance	
4987	PDS - Env. Land use reviews (large project)	\$265.00	Each	Change	\$278.00	Each	Unfd Fee Schdl Ordinance	
4988	OSS Installer's Packet	\$20.00	Per Packet	Change	\$21.00	Per Packet	Unfd Fee Schdl Ordinance	
4989	OSS Pumper's Packet	\$15.00	Per Packet	Change	\$16.00	Per Packet	Unfd Fee Schdl Ordinance	
8034	Test Administration (OSS, O&M, Pumper)	\$120.00	per test	Change	\$126.00	per test	Unfd Fee Schdl Ordinance	
8077	OSS Redesign Submittal Fee	\$240.00	Each	Change	\$252.00	Each	RCW 70.05.060	
8461	Food Service, Simple Menu, All Sizes	\$428.00	Per permit	Change	\$449.00	Per permit	Unfd Fee Schdl Ordinance	
8466	Food Service, Moderate Menu	\$593.00	per permit	Change	\$622.00	per permit	Unfd Fee Schdl Ordinance	
8468	Food Service, Complex Menu, 0-25 Seats	\$603.00	per permit	Change	\$633.00	per permit	Unfd Fee Schdl Ordinance	
8470	Food Service, Complex Menu,26 + seats	\$823.00	per permit	Change	\$864.00	per permit	Unfd Fee Schdl Ordinance	
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	
8472	Temp Food Srvc, Single Event	\$176.00	per permit	No Change	\$184.00	per permit	Unfd Fee Schdl Ordinance	
8473	OSS Application & Permit - Tank Only	\$499.00	Per Application	Change	\$523.00	Per Application	Unfd Fee Schdl Ordinance	[
8474	Pool Closure-Inspection or Reinspection	\$332.00	Per Inspection	Change	\$348.00	Per Inspection	Unfd Fee Schdl Ordinance	
9033	Food Establishment Change of Owner	\$180.00	Per permit	Change	\$189.00	Per permit	UFS Ordinance	
9034	Farmer's market low risk menu single location	\$230.00	Per permit	Change	\$241.00	Per permit	UFS Ordinance	
9035	Farmer's market low risk multiple locations	\$307.00	Per permit	Change	\$322.00	Per permit	UFS Ordinance	
9036	Farmer's Market Complex Menu - Single location	\$459.00	Per permit	Change	\$481.00	Per permit	UFS Ordinance	[
9037	Farmer's Market Complex Menu - Multiple locations	\$614.00	Per permit	Change	\$644.00	Per permit	UFS Ordinance	
9038	Admin review plus permit re-instatement inspection-Food Prog	\$348.00	Per admin review (includes inspection for reinstatement)	Change	\$365.00	Per admin review (includes inspection for re-instatement)	UFS Ordinance	
Human	Services							
1595	Victim Impact Panel	\$50.00	Per Attendence	No Change	\$50.00	Per Attendence	RCW 46.61.5152	
4996	Youth Victim Impact Panel Fee	\$20.00	per session	No Change	\$20.00	per session	Unfd Fee Schdl Ordinance	
Jail								
2547	Home Monitoring UA	\$15.00	per sample	No Change	\$15.00	per sample Can be waived or sliding fee applied	Unfd Fee Schdl Ordinance	
2548	Inmate Elective Sick Call	\$5.00	Per Call	No Change	\$5.00	Per Call	Unfd Fee Schdl Ordinance	
2550	Jail Commissary		Varies/Cost	No Change		Varies/Cost	Unfd Fee Schdl Ordinance	
2551	Jail Per Diem Full Custody		per day	No Change		per day Set Annually	Executive Order 2018-05	
2552	Jail Booking Fee		Each	No Change		Each Set Annually	Executive Order 2018-06	
2553	Mileage Fees		Per Federal Mileage Rate Per Mile	No Change		Per Federal Mileage Rate Per Mile	RCW 36.18.040(1)(i)	

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)	
2556	Other Papers/Documents	\$12.00	Each + Mileage	No Change	\$12.00	Each + Mileage	RCW 36.18.040(1)(I)	
2557	Postage		Actual Cost	No Change		Actual Cost	RCW 36.18.040(1)(r)	
2568	Urinalysis, Initial	\$15.00	Each, Initial	No Change	\$15.00	Each, Initial Can be waived or sliding fee applied	Unfd Fee Schdl Ordinance	
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	
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	
2769	Baseline UA fee	\$15.00	per sample	No Change	\$15.00	per sample May be waived	Unfd fee Schdl Ordinance	
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	
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	
2790	Urinalysis, Additional	\$10.00	Each, after initial	No Change	\$10.00	Each, after initial May be waived	Unfd Fee Schdl Ordinance	
2791	Jail Work Crew fee,, Offender fee		Per day worked	No Change		Per day worked set by contract	Unified fee schedule	
2856	Out of Custody Work Crew fee, agency		per day	No Change		per day Set Annually	Executive Order	
2857	Electronic Monitoring Fee, Agency		Per day	No Change		Per day Set Annually	Executive Order	
2858	Extraordinary Medical Costs		Actual discounted cost	No Change		Actual discounted cost Reimbursed to County upon invoicing	Unifired Fee Schedule/per contract	
2859	Public Records Documents, Paper	\$0.15	per page + actual shipping costs	No Change	\$0.15	per page + actual shipping costs	Unified Fee Schedule	
2860	Public Documents, other media		Actual cost to reproduce record(s)	No Change		Actual cost to reproduce record(s)	Unified Fee Schedule	
2877	Jail Capital Replacement		Per Day	No Change		Per Day Set Annually	Executive Order	
5037	Offender elects to change program schedule	\$10.00	Per schedule change	No Change	\$10.00	Per schedule change	Unif Fee Schdl Ordinance	
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	
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	
7193	Non-resident OC Work crew		per day	No Change		per day Set Annually	Unified Fee Schedule Ordinance, contract	
7194	Non-resident IC work crew		Per day	No Change		Per day Set Annually	Unified fee schedule Ordinance, contract	
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	
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	
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	
8502	Corrections Deputy Overtime Reimbursement Rate	\$57.00	Per hour	No Change	\$57.00	Per hour Average overtime hourly wage & benefits	Unified Fee Schedule	
			-	1121	•			

Jail

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
8504	Corrections Sergeant Overtime Reimbursement Rate	e \$74.00	Per hour	No Change	\$74.00	Per hour Average hourly overtime cost	Unified Fee Schedule	
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	
9040	Replacement cost of jail issued property		Actual cost	No Change		Actual cost Will vary depending on the item	Unfd Fee Schld Ordinance	
9041	Indigent kits		Per item, actual cost	No Change		Per item, actual cost Upon inmate request	Unfd fee Schdl Ordinance.	
9063	Work Crew Fines			New	\$5.00	per day worked Agency fee	Unified Fee Schedule Ordinance	

ain	S & Recreation							
1800	Special Events Miscellaneous		Actual Cost based on impact to facility	No Change		Actual Cost based on impact to facility	Unified Fee Schedule	
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	
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	
1813	Silver Lake Baker Cabin, Non-Res	\$123.00	Per Day	No Change	\$123.00	Per Day Includes sales tax	Executive Order 2022-03	
1815	Silver Lake Cabins Larabee, Kulshan, Res	\$91.00	Per Day	No Change	\$91.00	Per Day Includes sales tax	Executive Order 2022-03	
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	
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	
1822	Reservation Fee	\$13.00	Per Reservation / Site / Consecutive Days	No Change	\$13.00	Per Reservation / Site / Consecutive Days	Unified Fee Schedule	
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	
1828	Concessions		Varies based on Cost	No Change		Varies based on Cost	Unfd Fee Schdl Ordinance	
1831	Silver Lake Day Lodge, Res	\$195.00	Per Day	No Change	\$195.00	Per Day Sales Tax Exempt	Unified Fee Schedule	
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	
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	
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	
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	
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	
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	
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	
1867	Other Miscellaneous Revenue		Varies	No Change		Varies	Unfd Fee Schdl Ordinance	

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	
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	
1883	Range Fees Spotting Scope Rental	\$2.00	Per Day	No Change	\$2.00	Per Day Includes sales tax	Executive Order 2006-1	
1884	Range Fees Season Ticket, Res	\$180.00	Per Person	Change	\$260.00	Per Person Includes sales tax	Unfd Fee Schdl Ordinance	
1885	Range Fees Targets (High Power Range)	\$1.00	Each	No Change	\$1.00	Each Includes sales tax	Executive Order 2006-1	
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	
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	
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	
1895	Range Fees Season Ticket, Non Res	\$200.00	Per Person	Change	\$280.00	Per Person Includes sales tax	Unfd Fee Schdl Ordinance	
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	
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	
1903	Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboa	\$10.00	Per Hour	No Change	\$10.00	Per Hour Includes sales tax	Executive Order 2006-1	
1904	Canoe / Single Kayak / 2 Seat Pedal Boat / Rowboa	\$30.00	Per 4 Hours	No Change	\$30.00	Per 4 Hours Includes sales tax	Executive Order 2006-1	
1911	Samish Day Lodge, Res	\$255.00	Per Day	No Change	\$255.00	Per Day Sales tax exempt	Unified Fee Schedule	
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	
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	
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	
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	
1931	Silver Lake Cascade Camping Cabin, Res	\$44.00	Per Night	No Change	\$44.00	Per Night Includes sales tax	Executive Order 2022-03	
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	
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	
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	
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	
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	
1938	Silver Lake Group Camp, Res	\$306.00	Per Night	Change	\$315.00	Per Night Includes sales tax	Executive Order 2022-03	
1939	Silver Lake Group Camp, Non-Res	\$326.00	Per Night	Change	\$335.00	Per Night Includes sales tax	Executive Order 2022-03	

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	
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	
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	
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	
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	
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	
2733	Silver Lake Maple Creek Picnic Shelter, Res	\$125.00	Per Group	No Change	\$125.00	Per Group Sales tax exempt	Unified Fee Schedule	
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	
2737	Day Use Boat Launch Lighthouse Marine Park	\$10.00	Per Day	No Change	\$10.00	Per Day Sales Tax Exempt	Unified Fee Schedule	
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	
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	
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	
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	
2750	Roeder Home Main and Second Floor, Res	\$250.00	Per Day	No Change	\$250.00	Per Day Sales Tax Exempt	Unified Fee Schedule	
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	
2801	Silver Lake Day Lodge, Non-Res	\$215.00	Per Day	No Change	\$215.00	Per Day Sales tax exempt	Unified Fee Schedule	
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	
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.		

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	
2830	Facility / Event Staffing Fee	\$20.00	Per Hour	No Change	\$20.00	Per Hour	Executive Order 2013-06	
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	
2880	Special Event - Additional Electrical Panel	\$200.00	per panel	No Change	\$200.00	per panel	Unified Fee Schedule	
2881	Special Event - WIFI access	\$100.00	per day	No Change	\$100.00	per day	Unfied Fee Schedule	
2899	Field Mowing Fee	\$55.00	per hour of mowing	Change	\$70.00	per hour of mowing	Unified Fee Schedule	
2900	Facility Rental - WIFI Access	\$25.00	per day	No Change	\$25.00	per day		
5001	Samish Day Lodge, Non-Res	\$275.00	Per Day	No Change	\$275.00	Per Day Sales tax exempt	Unified Fee Schedule	
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	
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	
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	
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	
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 emempt	Unified Fee Schedule	
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	
7183	Lighthouse Marine Park, Group Site, Non Resident	\$133.00	Per Night	Change	\$140.00	Per Night Includes Sales Tax	Executive Order 2022-03	
7184	Commercial or Special Event use of Birch Bay Beach Park	\$630.00	Per Day, only in conjuction with Special Event Permit	No Change	\$630.00	Per Day, only in conjuction with Special Event Permit		
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	
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	
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	
8008	Alcohol Use Fee	\$60.00	Per Event	No Change	\$60.00	Per Event	Unified Fee Schedule	
8012	Daily admission to Commercial Event at Hovander Complex	\$1.00	per person	No Change	\$1.00	per person	Executive Order 2005-01	
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	
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	

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	
8023	Special Event Alcohol Beverage Fee	\$120.00	Per Event	No Change	\$120.00	Per Event	Executive Order 2005-01	
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	
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	
8047	Firewood	\$5.00	Per Bundle	Change	\$7.00	Per Bundle	Unified Fee Schedule	
8048	Minor Sport Equipment Rental		Varies per item	No Change		Varies per item Council delegates to Dept auth to set rates	Unified Fee Schedule	
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	
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	
8051	Corn Feeder - Hovander	\$0.25	Each	No Change	\$0.25	Each Includes sales tax	Executive Order 2006-1	
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	
8065	Semiahmoo Day Lodge, Res	\$290.00	Per Day	No Change	\$290.00	Per Day Sales tax exempt	Unified Fee Schedule	
8066	Semiahmoo Day Lodge, Non-Res	\$310.00	Per Day	No Change	\$310.00	Per Day Sales tax exempt	Unified Fee Schedule	
8069	Inflatable or Bounce House Fee	\$75.00	Per Day	No Change	\$75.00	Per Day Sales Tax Exempt	Unified Fee Schedule	
8071	Hovander Portable BBQ Grill	\$85.00	Per Day	No Change	\$85.00	Per Day Includes Sales Tax		
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	
8128	Lighthouse Marine Park, Group Site, Res	\$113.00	Per Night	Change	\$120.00	Per Night Includes sales tax	Executive Order 2022-03	
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	
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	
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	
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	
8227	Range Fee Junior Firearm Rental (Rifle)	\$3.00	per day	Change	\$10.00	per day Does not include ammo	Unfd Fee Schdl Ordinance	
8230	Range Fees Chronograph	\$5.00	Per Visit	No Change	\$5.00	Per Visit Includes sales tax	Unified Fee Schedule	
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	

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	
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	
8450	Commercial or Special Event, Roeder Home	\$600.00	Per Day	No Change	\$600.00	Per Day Sales tax exempt	Unified Fee Schedule	
8455	Spinning Wheel	\$4.00	per session	No Change	\$4.00	per session	Unified Fee Schedule	
8456	Looms	\$4.00	per session	No Change	\$4.00	per session	Unified Fee Schedule	
8457	Easels	\$2.00	per session	No Change	\$2.00	per session	Unified Fee Schedule	
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	
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	
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	
8478	Silver Lake Cedar & Fir Picnic Shelters, Res	\$40.00	Per Group	No Change	\$40.00	Per Group Sales Tax Exempt	Unified Fee Schedule	
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	
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	
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	
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	
8483	Refuse Removal Fee	\$20.00	Per facility, picnic rental	No Change	\$20.00	Per facility, picnic rental	Unified Fee Schedule	
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	
8485	Special Event Site Visit	\$150.00	Per Required Site Visit	No Change	\$150.00	Per Required Site Visit	Unified Fee Schedule	
9029	Tennant Lake House Main Floor, Res	\$150.00	Per Day	No Change	\$150.00	Per Day Sales tax exempt	Unified Fee Schedule	
9030	Tennant Lake House Main Floor, Non-Res	\$170.00	Per Day	No Change	\$170.00	Per Day Sales tax exempt	Unified Fee Schedule	
9031	Tennant Lake House Front Lawn	\$100.00	Per Day	No Change	\$100.00	Per Day Sales tax exempt	Unified Fee Schedule	
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	
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	
9054	Bike-In Camping fee	\$6.00	Per Night	No Change	\$6.00	Per Night County Residents	Executive Order 2021-03	
9055	Bike-In Camping fee	\$7.00	Per Night	No Change	\$7.00	Per Night Non-County Residents	Executive Order 2021-03	
9061	Facility Site Visit Fee			New	\$25.00	per visit, includes sales tax		

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	*
Planı	ning & Development Services							
Admin	istration							
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	
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	
2083	Standard Maps & Publications		Actual Cost	No Change		Actual Cost	Unified Fee Schedule	
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	
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	
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)	
2762	Copies/Printing of Maps - black/white	\$0.15	Per Linear Inch	No Change	\$0.15	Per Linear Inch	Actual Cost	
2763	Copies/Printing of Maps - color	\$0.35	Per Linear Inch	No Change	\$0.35	Per Linear Inch	Actual Cost	
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)	
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	
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	
2811	Publishing		Actual Cost	No Change		Actual Cost	Unified Fee Schedule	
2843	3% Technology FeePermit 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	
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	
8430	Special Reports	\$120.00	Per Hour	No Change	\$120.00	Per Hour	Unified Fee Schedule	
9005	CD's / DVD's/USB Storage		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	
9006	Postage		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	
9013	Notary Service	\$8.00	Per Notary Signature and Seal	No Change	\$8.00	Per Notary Signature and Seal	Unified Fee Schedule	
Buildir	g 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	
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	
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	
2882	Demolition Permit Flat Rate (Residential Only)	\$240.00	Per Application	No Change	\$240.00	Per Application	WCC 15, 22	
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	
2909	Secure Med Plan revision/petition review	\$378.00	per plan	No Change	\$378.00	per plan		
2910	Per Application	\$120.00	each	No Change	\$120.00	each	WCC Title 22	
8215	Building Permit Re-Inspection Fee	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	
8243	Building Plan Check Fee		65% of Building Permit	No Change		65% of Building Permit	WCC 15, 22	
8301	Fire: Fireworks Stands	\$100.00	Per Permit	No Change	\$100.00	Per Permit	WCC 15, 22	
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	
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	
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	
8305	Fire: Special Inspections	\$120.00	Per Hour	Change	\$120.00	Per Hour, 1 hour minimum	WCC 15, 22	
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	
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	
8308	Mechanical Code: Inspections Other	\$120.00	Per Hour, one hour minimum	No Change	\$120.00	Per Hour, one hour minimum	WCC 15, 22	
8309	Mechanical Code: Other Equipment Reg	\$15.00	Per Appliance/Tank	No Change	\$15.00	Per Appliance/Tank	WCC 15, 22	
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	
8311	Mechanical Code: Re-Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	

Dullulli	J Sel vices			Change				
UFS#	Description	2020 Rate	Rate Basis	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	
8313	Mechanical Code: Appliance > 100,000 BTU	\$20.00	Per Unit	No Change	\$20.00	Per Unit	WCC 15, 22	
8322	Mechanical Code: Boiler Compressor Up to 165,000 BTU	\$16.00	Per Unit	No Change	\$16.00	Per Unit	WCC 15, 22	
8323	Mechanical Code: Boiler/Compressor up to 330,000 BTU	\$29.00	Per Unit	No Change	\$29.00	Per Unit	WCC 15, 22	
8324	Mechanical Code: Boiler Compressor up to 1,165,000 BTU	\$39.00	Per Unit	No Change	\$39.00	Per Unit	WCC 15, 22	
8325	Mechanical Code: Boiler Compressor up to 3,300,000 BTC	\$57.00	Per Unit	No Change	\$57.00	Per Unit	WCC 15, 22	
8327	Mechanical Code: Boiler Compressor over 3,300,000 BTU	\$94.00	Per Unit	No Change	\$94.00	Per Unit	WCC 15, 22	
8332	Mobile Home Double Wide Permit Fee (Park)	\$440.00	Per Story	No Change	\$440.00	Per Story	WCC 15, 22	
8333	Mobile Home Double Wide Permit Fee (Residential Lot)	\$550.00	Per Story	No Change	\$550.00	Per Story	WCC 15, 22	
8334	Mobile Home Reinspection	\$120.00	Per Hour	No Change	\$120.00	Per Hour	WCC 15,22	
8338	Mobile Home Single Wide Permit Fee (Park)	\$275.00	Per Story	No Change	\$275.00	Per Story	WCC 15, 22	
8340	Mobile Home Single Wide Permit Fee (Residential Lot)	\$385.00	Per Story	No Change	\$385.00	Per Story	WCC 15, 22	
8345	Mobile Home Triple Wide Permit Fee (Park)	\$550.00	Per Story	No Change	\$550.00	Per Story	WCC 15, 22	
8346	Mobile Home Triple Wide Permit Fee (Residential Lot)	\$660.00	Per Story	No Change	\$660.00	Per Story	WCC 15, 22	
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	
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	
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	
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	
8351	Plumbing: Permit Supplemental	\$40.00	Per Permit	No Change	\$40.00	Per Permit	WCC 15, 22	
8352	Plumbing: Reinspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	
8353	Plumbing: Backflow Protective Device	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	
8354	Plumbing: Lawn Sprinkler System	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	
8355	Plumbing: Drain	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	
8356	Plumbing: Fixture	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	
8357	Plumbing: Water Heater	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	
8358	Plumbing: Down Spout Commercial	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Planning & Development 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	
8360	Plumbing: Water Treatment Equipment Residential	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	
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	
8362	Plumbing: Sewer	\$15.00	Per Unit	No Change	\$15.00	Per Unit	WCC 15, 22	
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	
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	
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	
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	
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	
8375	Fire: Residential Burn Permit	\$60.00	Per Permit, Per Week	No Change	\$60.00	Per Permit, Per Week	IFC 105.6.340, 22	
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	
8377	Occupancy/Small Project Permit- Commercial: Change of Use/Tennant 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	
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	
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	
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	
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	
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	

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	3
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	
8386	Fire: Sprinkler System Review/Inspection (All Other)		2% of project valuation	No Change		2% of project valuation	WCC 15, 22	
8387	Fire: Fire Flow Inspection and/or Fire Access Road Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 15, 22	
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	
8389	Mobile Home Plan Review Fee	\$120.00	Per Application	No Change	\$120.00	Per Application	WCC 15, 22	
8391	Mobile Home Quadruple Wide PrePlan (Park Lot)	\$175.00	Per Mobile Home	No Change	\$175.00	Per Mobile Home	WCC 15, 22	
8392	Mobile Home Quadruple Wide Permit Fee (Park)	\$660.00	Per Story	No Change	\$660.00	Per Story	WCC 15, 22	
8393	Mobile Home Quadruple Wide Permit Fee (Residential)	\$770.00	Per Story	No Change	\$770.00	Per Story	WCC 15, 22	
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	
8398	Plumbing: Hydronic System	\$60.00	Per System	No Change	\$60.00	Per System	WCC 15, 22	
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	
8400	Fire: Fire Alarm System Inspection/Review Fire Alarm		7% of Valuation	No Change		7% of Valuation	WCC 15, 22	
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 reivew then \$120 for each additional hour	WCC 15, 22	
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	
8404	Mechanical Code: Heat Pump/Mini-split	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	
8405	Mechanical Code: Gas Piping Residential/Accessory	\$8.00	Per unit or outlet	No Change	\$8.00	Per unit or outlet	WCC 15, 22	
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	
8407	Mechanical Code: Propane Tank	\$16.00	Per Unit: includes one inspection	No Change	\$16.00	Per Unit: includes one inspection	WCC 15, 22	

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	
8412	Building Permits up to \$2,000	\$54.64	Flat Fee	No Change	\$54.64	Flat Fee	WCC 15, 22	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
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	
8424	Mechanical Code: Simple Appliance or Vent	\$10.00	Per Unit	No Change	\$10.00	Per Unit	WCC 15, 22	
8425	Mechanical Code: Air Handling Unit	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	
8426	Mechanical Code: Solid Fuel Burning Appliance or Fireplace	\$12.00	Per Unit	No Change	\$12.00	Per Unit	WCC 15, 22	
8427	Mechanical Code: Heating Fuel Tanks	\$12.00	Per unit	No Change	\$12.00	Per unit	WCC 15, 22	
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	

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UFS#	Description	2020 Rate	Rate Basis	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	
8487	Fire: Sprinkler Tenant Improvement less than 20 heads		5% of project value	No Change		5% of project value	WCC 15, 22	
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	
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	
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	
8491	Fire: Gates; Residential Plan Review	\$60.00	Per application	No Change	\$60.00	Per application	WCC 15, 22	
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	
8494	Fire: Administrative/Misc Review	\$240.00	Per Application	No Change	\$240.00	Per Application	WCC 15, 22	
8495	Specialty Systems Review/Inspection		2% of project Valuation	No Change		2% of project Valuation	WCC 15, 22	
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	
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	
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	
Natural	Resources							
2771	Mitigation Plan Review	\$375.00	Per Application	No Change	\$375.00	Per Application	WCC 16, 20, 22, 23	
2773	Mitigation Monitoring	\$640.00	Per Application	No Change	\$640.00	Per Application	WCC 16, 20, 22, 23	
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	
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	
2885	Reasonable Use Type II	\$1,440.00	Per application	No Change	\$1,440.00	Per application	WCC 16, 22	
2886	Shoreline Substantial Type III	\$2,910.00	Per application	No Change	\$2,910.00	Per application	WCC 22, 23	
2901	Mitigation As Built Inspection	\$120.00	Per Inspection	No Change	\$120.00	Per Inspection	WCC 16, 20, 22, 23	
8244	Clearing: Conversion Option Harvest Plan	\$630.00	per application	No Change	\$630.00	per application	WCC 16, 20, 22, 23	
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	

Natural Resources

	Description			Change			A valle a ville and a vi	
		2020 Rate	Rate Basis	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	
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	
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	
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	
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	
8255	Shoreline: Statement of Shoreline Exemption	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC 22, 23	
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	
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	
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	
8260	Shoreline: Substantial Development Permit - Type II	\$1,950.00	per application	No Change	\$1,950.00	per application	WCC 22, 23	
8261	Shoreline: Variance	\$4,020.00	per application	No Change	\$4,020.00	per application	WCC 22, 23	
8263	Gravel Mining Administrative Approvals	\$1,010.00	per application	No Change	\$1,010.00	per application	WCC 20, 22	
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	
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	
8435	Critical Area (CA) Variance/ Reasonable Use Type II	1 \$2,750.00	per application	No Change	\$2,750.00	per application	WCC 16, 20, 22	
8441	Notification of Activity/Tree Removal	\$40.00	Per notification/permit	No Change	\$40.00	Per notification/permit	WCC 16, 20, 22, 23	
8445	Administrative Review of Shoreline Conditional Use Permits	\$975.00	per application	No Change	\$975.00	per application	WCC 22, 23	
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	
9007	Archeology Review	\$120.00	Per Review	No Change	\$120.00	Per Review	WCC 16, 20, 22, 23	

	Resources			Change				
UFS#	Description	2020 Rate	Rate Basis	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	
9026	Geohazard Mitigation Review (Non-Vegetation)	\$180.00	Per Application	No Change	\$180.00	Per Application	WCC 16, 20, 22, 23	
9056	C-PACER Application fee	\$500.00	Per Application	No Change	\$500.00	Per Application	WCC16.50	
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	
Plannin	g							
2824	Planned Unit Development - Certificate of Completion	\$1,255.00	Per Application	No Change	\$1,255.00	Per Application	WCC 20, 22	
2846	Rural Density Determination	\$240.00	Per application	No Change	\$240.00	Per application	WCC 20, 22	
2879	Density Credit	\$4,000.00	per dwelling	No Change	\$4,000.00	per dwelling	WCC 20.91.030, 22	
2887	Type I Resubmittal/Revision	\$120.00	per submittal or NOAR	No Change	\$120.00	per submittal or NOAR	WCC 22	
2888	Type II Resubmittal	\$240.00	per submittal or NOAR	No Change	\$240.00	per submittal or NOAR	WCC 22	
2889	Type III Resubmittal	\$480.00	per submittal or NOAR	No Change	\$480.00	per submittal or NOAR	WCC 22	
2890	Type IV Resubmittal	\$640.00	per submittal or NOAR	No Change	\$640.00	per submittal or NOAR	WCC 22	
2891	Type II Revision	\$240.00	per application	No Change	\$240.00	per application	WCC 22	
2892	Type III Revision	\$480.00	per application	No Change	\$480.00	per application	WCC 22	
2893	Type IV Revision	\$640.00	per application	No Change	\$640.00	per application	WCC 22	
2894	Type I & Type II Extension Request	\$120.00	per request	No Change	\$120.00	per request	WCC 22	
2895	Type III & Type IV Extension Request	\$240.00	per request	No Change	\$240.00	per request	WCC 22	
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	
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	
2898	Zoning Interpretation	\$240.00	per application	No Change	\$240.00	per application	WCC 22	
7177	PDS Civil Plan Review	\$120.00	First two submittals of Civil Drawings included in permit feeif 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	
7179	Type I Revision	\$120.00	per revision	No Change	\$120.00	per revision	WCC 20	
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	
8274	Planned Unit Development - Commercial and Residential	\$3,150.00	per application	No Change	\$3,150.00	per application	WCC 20, 22	
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	
8276	SEPA Checklist	\$440.00	per application	No Change	\$440.00	per application	WCC 16, 22	

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	
8278	Subdivision: Short Plat Alteration	\$630.00	per application	No Change	\$630.00	per application	WCC 21, 22	
8280	Subdivision: Exemption Review	\$900.00	per application includes exemption stamp	No Change	\$900.00	per application includes exemption stamp	WCC 20, 21, 22	
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	
8282	Subdivision: Final Short Plat or Subdivision Plat	\$1,255.00	per application	No Change	\$1,255.00	per application	WCC 21, 22	
8283	Subdivision: Preliminary Plat, Binding Site Plan, Preliminary	\$6,540.00	per application	No Change	\$6,540.00	per application	WCC 21, 22	
8284	Subdivision: Short Plat	\$3,390.00	per application	No Change	\$3,390.00	per application	WCC 21, 22	
8286	Subdivision: Binding Site Plan General and/or Specific	\$1,255.00	per application	No Change	\$1,255.00	per application	WCC 20, 22	
8287	Subdivision: Variance, Administrative	\$1,255.00	per application	No Change	\$1,255.00	per application	WCC 21, 22	
8288	Zoning: Administrative Approval	\$1,440.00	per application	No Change	\$1,440.00	per application	WCC 20., 22	
8290	Zoning: Conditional Use	\$3,240.00	per application	No Change	\$3,240.00	per application	WCC 20, 22	
8291	Zoning: Non-Conforming Use Certificate	\$630.00	per application	No Change	\$630.00	per application	WCC 20, 22	
8292	Zoning: Variance	\$2,750.00	per application	No Change	\$2,750.00	per application	WCC 20, 22	
8294	Transfer of Development Rights Certification	\$150.00	per application	No Change	\$150.00	per application	WCC 20, 22	
8296	Open Space Land (Application or Transfer)	\$575.00	Per Application	No Change	\$575.00	Per Application	WCC 03.28.010	
8297	GMA Development Agreement	\$3,465.00	per application	No Change	\$3,465.00	per application	RCW 36.70B.170 (4)	
8298	Subdivision Variance, Hearing Examiner	\$2,750.00	per application	No Change	\$2,750.00	per application	WCC 21, 22	
8438	Comprehensive Plan and/or Development Regulation Docketing Fee	\$405.00	Per application	No Change	\$405.00	Per application	WCC 22	
8440	LSS/BSP Subdivision Alteration	\$1,225.00	per application	No Change	\$1,225.00	per application	WCC 22	
8500	Marijuana Waiver-set back	\$120.00	per application	No Change	\$120.00	per application	WCC 20, 22	
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	
9020	Subdivision: Preliminary Long Plat, Binding Site Plan (per lot)	\$120.00	Per Lot	No Change	\$120.00	Per Lot	WCC 21, 22	
9023	Pre Application Meeting / Development Consultation	\$500.00	per application	No Change	\$500.00	per application	WCC 22	
9025	Legal Notice	\$120.00	per application	No Change	\$120.00	per application	WCC 22	
9060	Density Credit - ADUs			New	\$8.00	Per Square Foot	WCC20.91.030	

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Administration

UFS# Description 2020 Rate Rate Basis Or New 2023 Rate Rate Basis Authorization *

Public Works

Admin	istration							
2912	3% Technology Fee - Public Works		Per Permit/Application	No Change		Per Permit/Application 3% charged on total permit/application fees due	UFS Ordinance	
Engine	eering Admin							
1211	Road Vacations Application	\$300.00	Per Application	No Change	\$300.00	Per Application	WCC 12.20	
1212	Road Vacations Valuation	\$200.00	Per Application	Change	\$200.00	Per Application	WCC 12.20	
1213	Road Vacations Processing	\$162.00	Per Application	No Change	\$162.00	Per Application	WCC 12.20	
1214	Road Vacations Recording	\$128.00	Per Application	No Change		Per Application	WCC 12.20	
2351	Address Assignment	\$35.00	per address	No Change	\$35.00	per address	RCW 58.17.280	
2352	Address Assignment New Subdivision/Short Subdivision 2-7 Lots	\$35.00	per lot	No Change	\$35.00	per lot	RCW 58.17.280	
2353	Address Assignment New Subdivision 8-10 Lots	\$250.00	per subdivision	No Change	\$250.00	per subdivision	RCW 58.17.280	
2354	Address Assignment New Subdivision 11-30 Lots	\$300.00	per subdivision	No Change	\$300.00	per subdivision	RCW 58.17.280	
2355	Address Assignment New Subdivision 31-100 Lots	\$400.00	per subdivision	No Change	\$400.00	per subdivision	RCW 58.17.280	
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	
2365	Chapter 2, Storm Mgmt & Special Districts - Develop Stds	p \$18.75	per publication	No Change	\$18.75	per publication 125 pgs. @ \$0.15/pg.	UFS Ordinance	
2366	Chapter 3, Land Clearing - Develop Stds	\$3.00	per publication	No Change	\$3.00	per publication 20 pgs. @ \$0.15/pg.	UFS Ordinance	
2368	Chapter 5 - Road Standards - Develop Stds	\$32.40	per publication	No Change	\$32.40	per publication 216 pgs. @ \$0.15/pg.	UFS Ordinance	
2369	Copies - Microfilm Electrostatic	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	
2371	Copies 1" = 1 mile County Road Map	\$10.00	per copy	No Change	\$10.00	per copy	UFS Ordinance	
2372	Copies 11" x 17" Maps	\$0.50	per copy	No Change	\$0.50	per copy	UFS Ordinance	
2373	Copies 18" x 18" Maps	\$2.00	per copy	No Change	\$2.00	per copy	UFS	
2374	Copies 18" x 24" Maps	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	
2375	Copies 24" x 24" Maps	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	
2376	Copies 24" x 36" Maps	\$3.00	per copy	No Change	\$3.00	per copy	UFS Ordinance	
2379	Copies - Scanned Aerials 11x17	\$2.00	per copy	No Change	\$2.00	per copy	UFS Ordinance	
2418	Repeat Review	\$120.00	per hour	No Change	\$120.00	per hour	UFS Ordinance	
2419	Rsrch Ttl/Srvy/Eng Frms	\$120.00	per hour	No Change	\$120.00	per hour	UFS Ordinance	
2420	Rev Enc Prmt Com Drvwy & Existing Private Roads	\$250.00	each	No Change	\$250.00	each	WCC 12.16.90	
2421	Rev Enc Prmt Com Utility Service	\$100.00	< 100 ft.	No Change	\$100.00	< 100 ft.	WCC 12.16.90	
2422	Rev Enc Prmt Misc.	\$0.30	per foot >250 ft	No Change	\$0.30	per foot >250 ft	WCC 12.16.90	
2423	Rev Enc Prmt Misc.	\$75.00	<250 ft	No Change	\$75.00	<250 ft	WCC 12.16.90	
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	

Public Works

Engineering Admin Change **UFS#** Description Authorization 2020 Rate Rate Basis or New 2023 Rate Rate Basis 2425 Rev Enc Prmt Gas. Power. Communication \$225.00 < 600 ft. No Change \$225.00 < 600 ft. WCC 12.16.90 Installation 2426 Rev Enc Prmt Misc Rdwy \$0.30 per foot >500 ft \$0.30 per foot >500 ft WCC 12.16.90 No Change 2427 Rev Enc Prmt Misc Rdwy \$175.00 <500 ft No Change \$175.00 <500 ft WCC 12.16.90 2428 Rev Enc Prmt Rd Cnst \$0.90 per foot >300 ft \$0.90 WCC 12.16.90 No Change per foot >300 ft 2429 Rev Enc Prmt Rd Cnst - Short Plat Rd \$325.00 <300 ft \$325.00 <300 ft WCC 12.16.90 No Change 2430 Rev Enc Prmt Res Drywy \$100.00 No Change \$100.00 WCC 12.16.90 each each 2431 Rev Enc Prmt Res Utlty Service \$100.00 <100 ft. \$100.00 <100 ft. WCC 12.16.90 No Change 2432 Rev Enc Prmt Sidewalks \$0.30 per foot >500 ft No Change \$0.30 per foot >500 ft WCC 12.16.90 2433 Rev Enc Prmt Sidewalks \$175.00 \$175.00 WCC 12.16.90 <500 ft No Change <500 ft 2435 Rev Enc Prmt Storm Drain \$0.35 per foot >300 ft \$0.35 per foot >300 ft WCC 12.16.90 No Change 2436 Rev Enc Prmt Storm Drain \$100.00 <50 feet No Change \$100.00 <50 feet WCC 12.16.90 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 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 2439 Rev Enc Prmt Sewer Utility Installation \$225.00 <500 ft No Change \$225.00 <500 ft WCC 12.16.90 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 2441 WCC 12.16.90 Rev Enc Prmt Water Utility Installation \$225.00 <500 ft No Change \$225.00 <500 ft 2775 Copies/Printing of Maps - black & white \$0.15 per linear inch (on longest No Change \$0.15 per linear inch (on longest side) **UFS Actual Cost** 2776 Copies/Printing of Maps - color \$0.35 per linear inch (on longest No Change \$0.35 per linear inch (on longest side) **UFS Actual Cost** side) 2777 **UFS** Copies/Printing - color - 8 1/2" x 11", 8 1/2" x 14", \$0.25 \$0.25 per page No Change per page 11" x 17" 2778 Copies/Printing - black/white 8 1/2" x 11", 8 1/2" x \$0.15 RCW42.56.070(7)(b), 42.56.070(8), \$0.15 per page No Change per page 14", 11" x 17" 42.56.120 2779 Utility pole installation \$100.00 per job No Change \$100.00 per job WCC 12.16.90 7178 Chapter 1. Administration - Develop Stds \$1.20 No Change \$1.20 per publication 8 pgs. @ \$0.15/pg. **UFS Ordinance** per publication 8132 Document Recording Fees actual cost No Change actual cost Fees charged by Auditor's RCW 36.18.10 Office 8139 Moving Permit - Building \$10.00 No Change \$10.00 WCC 10.32 ea per piece \$350.00 8197 Road Establishment Petition Processing \$350.00 per Petition. Excludes: per Petition. Excludes: RCW 36.81.020-RCW36.81 No Change RCW 36.81.020-required required \$300 bond. \$300 bond. 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 9015 Rev Enc Prmt Utility Repair \$100.00 < 30 ft. No Change \$100.00 < 30 ft. WCC 12.16.90 WCC 12.16.90 9016 Rev Enc Prmt Com Utility Service \$0.30 per foot > 100 ft. No Change \$0.30 per foot > 100 ft. 9017 Notary Service \$8.00 per notary signature & seal No Change \$8.00 per notary signature & seal **UFS** UFS 9021 Computer Disk \$10.00 \$10.00 each No Change each Engineering Development

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	
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	
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	
2849	Security, Warranty, establishment and administration	\$150.00	per security document.	No Change	\$150.00	per security document.	WCDS 110.B	
2850	Security, Deferred Work, establishment and administration	\$100.00	per security document.	No Change	\$100.00	per security document.	WCDS 110.C	
2851	Trail Permit signage fabrication and installation		Actual cost.	No Change		Actual cost.	WCC 12.14.060	
2852	Planned Unit Development Application processing.	\$1,500.00	per Application.	No Change	\$1,500.00	per Application.	WCC 20.85	
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	
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	
7166	Technical services and review	\$120.00	per hour. See Addendum.	No Change	\$120.00	per hour. See Addendum.	WCC20.04.090, 091, 092	
7167	Stormwater management review	\$120.00	per hour.	No Change	\$120.00	per hour.	WCC 20.04.090, 091, 092	
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	
7169	Pre-Application Meeting	\$300.00	per Application. See Addendum.	No Change	\$300.00	per Application. See Addendum.	UFS	
7170	Trail Permit Determination	\$25.00	per project	No Change	\$25.00	per project	WCC12.14.170	
7172	Preliminary Traffic & Concurrency Information Form Review	\$75.00	per original or revision.	No Change	\$75.00	per original or revision.	WCC 20.78	
7173	Traffic review	\$120.00	per hour.	No Change	\$120.00	per hour.	WCC 12.08	
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	
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	
7176	Preliminary Stormwater Proposal Form Review	\$50.00	per original or revision.	No Change	\$50.00	per original or revision.	WCC20.80.630	

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Public Works

Engineering Development

_	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	
8136	WCDS Administrative Appeal Processing	\$300.00	per appeal.	No Change	\$300.00	per appeal.	UFS Ordinance	
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	
9008	Security, Performance, establishment and administration	\$200.00	per security document.	No Change	\$200.00	per security document.	WCDS 110.A	
Ferry &	Docks							
2793	Passenger/Pedestrian	\$7.00	1 Round Trip	No Change	\$7.00	1 Round Trip WCC 10.34	Ordinance 2015-034	
2794	Passenger/Pedestrian - Multiride	\$88.00	25 Round Trips	No Change	\$88.00	25 Round Trips WCC 10.34	Ordinance 2015-034	
2795	Children under 12 W/Parent	\$0.00	1 Round Trip	No Change	\$0.00	1 Round Trip WCC 10.34	Ordinance 2010-54	
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	
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	
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	
2799	Lummi Tribe W/I.D.	\$0.00	Foot Passenger Only	No Change	\$0.00	Foot Passenger Only WCC 10.34	Ordinance 2010-054	
2800	Bicycle W/Rider	\$7.00	1 Round Trip	No Change	\$7.00	1 Round Trip WCC 10.34	Ordinance 2015-034	
2802	Motorcycle W/Rider	\$8.00	1 Round Trip	No Change	\$8.00	1 Round Trip WCC 10.34	Ordinance 2015-034	
2803	Motorcycle W/Rider	\$140.00	25 Round Trips	No Change	\$140.00	25 Round Trips WCC 10.34	Ordinance 2015-034	
2806	Vehicle W/Driver < 11,001lbs	\$13.00	1 Round Trip	No Change	\$13.00	1 Round Trip WCC 10.34	Ordinance 2015-034	
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	
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	
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	
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	
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	
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	
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	
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	
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	
2817	Trailer under 16 feet	\$20.00	1 Round Trip	No Change	\$20.00	1 Round Trip WCC 10.34	Ordinance 2015-034	
2818	Trailer 16 - 30 feet	\$38.00	1 Round Trip	No Change	\$38.00	1 Round Trip WCC 10.34	Ordinance 2015-034	
2820	Trailer over 30 feet	\$70.00	1 Round Trip	No Change	\$70.00	1 Round Trip WCC 10.34	Ordinance 2015-034	
2821	Over width Vehicle/Trailers > 1 lane - 50% Surcharge		Surcharge	No Change		Surcharge WCC 10.34	Ordinance 2010-054	
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	
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Public Works

Ferry & Docks Change **UFS#** Description Authorization 2020 Rate Rate Basis or New 2023 Rate Rate Basis 2020 UFS Ordinance - Council 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 7187 On-Board Single Ride Credit/Debit Transaction Fee \$0.50 \$0.50 Per Transaction Not for use with Per Transaction No Change Multiride Punch Card purchases 8506 Fare waiver for escort for elementary schoolchildren \$0.00 One escort 2X daily on No Change \$0.00 One escort 2X daily on school days 2015 UFS Ordinance school days Council/Executive Change 8507 Fare waiver for personal attendant for qualified ADA \$0.00 One attendant per ADA \$0.00 One attendant per ADA client 2015 UFS Ordinance -No Change client Council/Executive Change 9064 \$1.00 Ordinance 2021-012 Capital Surcharge New 1 Round Trip WCC 10.34.020 Flood Control Zone District 2442 Stormwater Review - Prelim. Proposal \$25.00 Per Review No Change \$25.00 Per Review Unfd Fee Schdl Ordinance 2443 Stormwater Review - Design Report \$50.00 Per Report No Change \$50.00 Per Report Unfd Fee Schdl Ordinance 2726 Flood Code: Variance \$2,500.00 per request No Change \$2,500.00 per request Unified Fee Schedule Ordinance 2727 Flood: Data requests \$120.00 Per Hour No Change \$120.00 Per Hour Minimum charge is for 1/2 Unified fee schedule ordinance WCC 15, 2003 IRC Section R323 2780 Flood: Flood Review Non Bldg Permit \$120.00 No Change \$120.00 Per review Per review 2781 Flood: Flood Building Permits \$240.00 Per Review No Change \$240.00 Per Review WCC 15,2003 IRC Section R323 2788 Unified Fee Schedule Ordinance Copies 8 1/2 x 11 \$0.25 No Change \$0.25 Per copy Per copy 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 4974 Copies 8 1/2 x 14 \$0.35 Per Copy No Change \$0.35 Per Copy Unfd Fee Schdl Ordinance \$0.50 4975 Copies 11 x 17 \$0.50 No Change Unfd Fee Schdl Ordinance Per Copy Per Copy 4976 Copies 24 " Wide \$2.00 Per Copy No Change \$2.00 Per Copy Unfd Fee Schdl Ordinance 4977 Copies 36 " Wide \$3.00 Per Copy No Change \$3.00 Per Copy Unfd Fee Schdl Ordinance 4978 Comprehensive Flood Hazard Management Plan \$5.00 \$5.00 Unfd Fee Schdl Ordinance Per Copy No Change Per Copy Natural Resources 2835 AIS Inspection Class A Watercraft Annual Sticker \$50.00 No Change \$50.00 Ord 2014 - 020 per boat per boat 2836 AIS Inspection Class A Watercraft Multi-Day Pass \$20.00 Per boat No Change \$20.00 Per boat Ord 2014 - 020 2837 AIS Awareness - AIS Inspection Class A Watercraft \$40.00 Per boat No Change \$40.00 Per boat Ord 2014 - 020 Annual Sticker 2838 AIS Inspection Class B Watercraft Annual Sticker \$10.00 Per boat No Change \$10.00 Per boat Ord 2014 - 020 2839 AIS Awareness - AIS Inspection Class B Watercraft \$0.00 Per boat No Change \$0.00 Per boat No charge Ord 2014 - 020 Annual Sticker 2840 AIS Watercraft Decontamination Fee \$25.00 No Change \$25.00 Ord 2014 - 020 Per boat Per boat Noxious Weed 2469 Admin, Enforcement Fee Unfd Fee Schdl Ordinance \$750.00 Per contact No Change \$750.00 Per contact Solid Waste 2459 Recomp Surcharge \$0.00 Per Ton No Change \$0.00 Per Ton Ord 91-041 Per Pound No Change 2460 Recyclables - Birch Bay/Cedarville \$0.03 Per Pound \$5.00 minimum Executive Order 2008-02

Public Works

Solid Waste Change **UFS#** Description Authorization 2020 Rate Rate Basis or New 2023 Rate Rate Basis per pound \$3.00 minimum WCC 8.12 2461 Recyclables - Point Roberts \$0.05 No Change \$0.05 per pound 2462 Refrigerators/Freezers - Point Roberts \$50.00 Each No Change \$50.00 Each WCC 8.12 2463 \$0.135 Per Pound, \$5.50 Minimum Executive Order 2013- 04 Solid Waste - Point Roberts \$0.14 \$0.135 Per Pound, \$5.50 No Change \$0.14 Minimum 2464 Solid Waste Disposal Tax \$8.50 Per Ton No Change \$8.50 Per Ton WCC 8.12; Ord 97-041 7149 Propane Tanks - Point Roberts \$5.00 \$5.00 per gallon \$5.00 minimum WCC 8.12 per gallon No Change 7150 Large Appliances (other than refrigerators/freezers) - \$20.00 each No Change \$20.00 each WCC 8.12 Pt Roberts 7151 Lead Acid Batteries - Point Roberts \$1.00 No Change \$1.00 WCC 8.12 each each 8198 Computer Monitor Recycle -Point Roberts \$10.00 Per Monitor Surcharge No Change \$10.00 Per Monitor Surcharge Garbage Unified Fee Schedule Ordinance weight disposal fee + \$10 8199 \$1.00 Unified Fee Schedule Ordinance Television Recycle -Point Roberts Per Television Surcharge No Change \$1.00 Per Television Surcharge Garbage weight disposal fee plus \$1 8200 Box type Electronics Recycle -Point Roberts \$5.00 Per Electronic Surcharge No Change \$5.00 Per Electronic Surcharge Grabage Unified Fee Schedule Ordinance weight disposal fee plus \$5 By Weight Garbage weight disposal 8201 Miscellaneous Small Electronics Recycle -Point By Weight No Change Unified Fee Schedule Ordinance 8202 Yardwaste Recycling Recycle -Point Roberts \$0.14 \$0.14 Per Lb. Unified Fee Schedule Ordinance Per Lb. No Change 8203 Brush/Branch Recycling -Pt. Roberts \$70.00 Per Ton \$73.00 Per Ton Unified Fee Schedule Ordinance Change 8204 Mixed Construction Waste Disposal Recycle-Point Unified Fee Schedule Ordinance \$180.00 Per Ton Change \$189.00 Per Ton Roberts No Change 8396 Solid Waste - Birch Bay/Cedarville \$0.15 Per Pound \$0.15 Per Pound \$5.00 minimum. No add'l Executive Order 2008-2 min. for same visit Stormwater Capital Facilities Charge \$1.730.00 Each Equivalent Service \$1.730.00 Each Equivalent Service Unit (ESU) WCC 16.30.120 7185 No Change Unit (ESU) As defined in WCC 16.30 Sheriff Administration 2500 \$25.00 \$25.00 WCC 5.60 Alarm Assessments Per False Alarm No Change Per False Alarm 2502 Attchmt/Writ Personal Property Levy \$60.00 Per Hour \$60.00 Per Hour Unified Fee Schedule Ordinance No Change 2503 Attchmt/Writ Personal Property Service \$30.00 Per Def No Change \$30.00 Per Def Unified Fee Schedule Ordinance 2504 \$25.00 \$25.00 Unified Fee Schedule Ordinance Attchmt/Writ Real Property File Fee Each No Change Each + Auditor's Recording Fee 2505 Attchmt/Writ Real Property Levy \$60.00 Per Hour No Change \$60.00 Per Hour Unified Fee Schedule Ordinance 2506 Unified Fee Schedule Ordinance Attchmt/Writ Real Property Return \$15.00 Each No Change \$15.00 Each 2507 Attchmt/Writ Real Property Service \$30.00 Per Def No Change \$30.00 Per Def Unified Fee Schedule Ordinance 2508 Boat Races/Water Event Permit \$7.00 Per Event No Change \$7.00 Per Event WCC 11.36 2509 Carnival Permit \$100.00 Per Year Per Year WCC 5.08 No Change \$100.00 2510 Certification \$30.00 Each No Change \$30.00 Each RCW 36.18.040(1)(n)

Sheriff

Administration

	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	
2516	Dance Licenses With Alcohol	\$2.50	Per Event	No Change	\$2.50	Per Event	WCC 5.16	
2517	Dance Licenses With Alcohol	\$17.50	Per Quarter	No Change	\$17.50	Per Quarter	WCC 5.16	
2518	Dance Licenses With Alcohol	\$50.00	Per Year	No Change	\$50.00	Per Year	WCC 5.16	
2519	Dance Licenses Without Alcohol	\$2.00	Per Event	No Change	\$2.00	Per Event	WCC 5.16	
2520	Dance Licenses Without Alcohol	\$10.00	Per Quarter	No Change	\$10.00	Per Quarter	WCC 5.16	
2521	Dance Licenses Without Alcohol	\$25.00	Per Year	No Change	\$25.00	Per Year	WCC 5.16	
2522	Deed Fees	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	
2524	Erotic Dancer's License	\$50.00	Per License Application	No Change	\$50.00	Per License Application	WCC 9.52	
2525	Execution Personal Property Bill of Sale	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	
2526	Execution Personal Property Condtng Sale	\$50.00	Each Sale	No Change	\$50.00	Each Sale	Unified Fee Schedule Ordinance	
2527	Execution Personal Property Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	
2528	Execution Personal Property Posting Notice	\$20.00	Each	No Change	\$20.00	Each	Unified Fee Schedule Ordinance	
2529	Execution Personal Property Postpn Notice	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
2530	Execution Personal Property Return to Court	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
2531	Execution Personal Property Service	\$30.00	Per Def	No Change	\$30.00	Per Def	Unified Fee Schedule Ordinance	
2532	Execution Real Property Aff. Posting	\$10.00	Each	No Change	\$10.00	Each	Unified Fee Schedule Ordinance	
2533	Execution Real Property Cert Sale	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	
2534	Execution Real Property Condtng Sale	\$50.00	Per Hour	No Change	\$50.00	Per Hour	Unified Fee Schedule Ordinance	
2535	Execution Real Property Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	
2536	Execution Real Property Notice	\$1.00	Per Notice	No Change	\$1.00	Per Notice	Unified Fee Schedule Ordinance	
2537	Execution Real Property Post Notice	\$20.00	Each	No Change	\$20.00	Each	Unified Fee Schedule Ordinance	
2538	Execution Real Pty Postpn Notice	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
2539	Execution Real Property Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
2540	Fingerprinting (Public)	\$20.00	First 2 sets	No Change	\$20.00	First 2 sets	Unified Fee Schedule Ordinance	
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	
2542	Firework Sale Permit	\$10.00	Per Year	No Change	\$10.00	Per Year	WCC 5.20	
2543	Go-Kart Track License	\$100.00	Per Year	No Change	\$100.00	Per Year	WCC 5.28	
2544	Habeas Corpus Executing	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	
2545	Habeas Corpus Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
2546	Habeas Corpus Service	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	
2549	Insurance Reports	\$0.15	per page	No Change	\$0.15	per page	Unfd Fee Schdl Ordinance	
2558	Redemption Service	\$25.00	Each	No Change	\$25.00	Each	Unified Fee Schedule Ordinance	
2559	Junk, Second hand, and Pawn Dealers	\$100.00	Per Year	No Change	\$100.00	Per Year	WCC 5.36	
2560	Solicitors License	\$40.00	Per Year	No Change	\$40.00	Per Year	WCC 5.52	

Sheriff

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	÷
2561	Srvc of Civil Process: One Def	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	
2562	Srvc of Civil Process: Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
563	Srvc of Civil Process: Two Def	\$35.00	Each	No Change	\$35.00	Each	Unified Fee Schedule Ordinance	
564	Srvc of Civil Process:Non-Res Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
2565	Srvc of Civil Process:Notary	\$10.00	Each	No Change	\$10.00	Each	Unified Fee Schedule Ordinance	
566	Subpoena Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
2567	Subpoena Service	\$35.00	Each	No Change	\$35.00	Each	Unified Fee Schedule Ordinance	
569	Warrants Return	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
570	Warrants Service	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	
574	Writ Garnishment Return Ct	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
575	Writ Garnishment Service	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	
576	Writ Replevin Affidavit Service	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	
577	Writ Replevin Levy	\$60.00	Per Hour	No Change	\$60.00	Per Hour	Unified Fee Schedule Ordinance	
578	Writ Replevin Return Ct	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
579	Writ Replevin Service One Def	\$25.00	Each	No Change	\$25.00	Each	Unified Fee Schedule Ordinance	
580	Writ Replevin Service Two Def	\$30.00	Each	No Change	\$30.00	Each	Unified Fee Schedule Ordinance	
581	Writ Restitution Assistance	\$60.00	Per Hour After First Hour	No Change	\$60.00	Per Hour After First Hour	Unified Fee Schedule Ordinance	
582	Writ Restitution Return Ct	\$15.00	Each	No Change	\$15.00	Each	Unified Fee Schedule Ordinance	
583	Writ Restitution Service With Assistance	\$70.00	First Hour	No Change	\$70.00	First Hour	Unified Fee Schedule Ordinance	
584	Writ Restitution Service Without Assistance	\$50.00	Each	No Change	\$50.00	Each	Unified Fee Schedule Ordinance	
153	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	
154	Execution Real Property/Certificate of Redemption	\$60.00	Each	No Change	\$60.00	Each	Unified Fee Schedule Ordinance	
155	Execution Real Property Filing with Auditor	\$25.00	Each	No Change	\$25.00	Each Plus Auditor's Recording Fee	Unified Fee Schedule Ordinance	
156	Execution Real Property Service	\$30.00	Per Def	No Change	\$30.00	Per Def	Unified Fee Schedule Ordinance	
157	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	
158	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	
159	Reproduction Audio, Visual or Photographic Material, to Include Magnetic Microfilming		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	
160	For Mailing Required by Statute (regular, certified or registered)		Actual Cost of Postage	No Change		Actual Cost of Postage	Unified Fee Schedule Ordinance	
161	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	
213	CD/DVD of Digital Photos	\$0.25	per disk	No Change	\$0.25	per disk	Unified fee schedule	

Sheriff

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 Sched	ule
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	
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	
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 Sched	ule [
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 Sched	ule
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 Sched	ule
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 Sched	ule 🗌
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 Sched	ule
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 Sched	ule [
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 Sched	ule
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 Sched	ule 🗌
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 Sched	ule
Operati	ons							
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	
Super	rior 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)	
2663	Marriage License Surcharge	\$8.00	Per License	No Change	\$8.00	Per License	RCW 26.12.220	一
2664	Marriage License Surcharge	\$15.00	Per License	No Change	\$15.00	Per License	RCW 26.04.160	一
2670	Search Fee	\$20.00	Per Hour	No Change	\$20.00	Per Hour	RCW 36.18.016(11)	一
2786	Faulty Documents	\$15.00	Per Document	No Change	\$15.00	Per Document	Unified Fee Schedule	一
7164	Courthouse Facilitator User Fee - Scheduled	\$20.00	per consultation	No Change	\$20.00	per consultation	RCW 26.12.240	一

Appendix A - 2023 Unified Fee Schedule

Department Fees and Charges

Т	re	a	sι	ır	er	,

UFS#	Description	2020 Rate	Rate Basis	Change or New	2023 Rate	Rate Basis	Authorization	*
Treas	surer							
2704	Computer Reports	\$0.15	Per Sheet of Paper	No Change	\$0.15	Per Sheet of Paper	Unified Fee Schedule Ordinance	
2706	County Owned Property Bid Application Fee	\$150.00	Per Parcel	No Change	\$150.00	Per Parcel	Unified Fee Schedule Ordinance	
2708	Duplicate Statement Fee	\$5.00	Per Statement	No Change	\$5.00	Per Statement	Unified Fee Schedule Ordinance	
2709	Electronic Transfer Fees		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	
2716	Postage Costs & Fees		Actual Cost	No Change		Actual Cost	Unified Fee Schedule Ordinance	
2719	Segregation of Special Assessments	\$3.00	Each Tract	No Change	\$3.00	Each Tract	WCC 3.52	
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	
7145	Delinquent Statement Fee	\$10.00	Per statement	No Change	\$10.00	Per statement	Unified Fee Schedule	
7152	Currency & Coin Verification	\$100.00	Per Hour	No Change	\$100.00	Per Hour	Unified Fee Schedule Ordinance	
8011	Tax Roll Subscription	\$350.00	Per Subscription	No Change	\$350.00	Per Subscription	Unified Fee Schedule Ordinance	
WSU	Extension							
1151	Copies w/o Assistance	\$0.07	Per Page	No Change	\$0.07	Per Page	Unfd Fee Schdl Ordinance	
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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:

<u>Certificate of Occupancy</u> – 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.

<u>Outside Plan Review</u> – 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.

<u>Pre-application Review</u> – 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.

<u>Project Valuation</u> – 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.

<u>Unified Fee Schedule (UFS)</u> – 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:

 #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.

 #8381 Building Permits: Commercial Rate Basis: Per UFS Building Permit Fee, #8412 thru 8420 according to inhouse 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 In addition, the private plans examiner is not as on these projects. 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 Approve

Mark Personius, Director

Planning & Development Services

Dated: 8-2-22

Curtis Metz, Manager

Building Services Division

Dated: 8/2/27

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
	VALUE PER SQUARE FOOT
SINGLE FAMILY RESIDENCE:	ф445 OO
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 3, 5, 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

- b.
- Private Garages use Utility, miscellaneous For shell only buildings deduct 20 percent N.P. = not permitted Unfinished basements (Group R-3) = \$23.20 per sq. ft.

- 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)

^{**}Steel stud rental storage bldgs./steel strg containers, S-1 occupancy, Type 11-B construction: \$90.25 x 0.5685=\$51.31

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
- 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.

Current adopted edition of the International Residential Code

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	One Preliminary Traffic and Concurrency Information form review;	All services	
	 One Preliminary Stormwater Proposal form review; 	related to minor	
Preliminary	 One ingress/egress (including drawings) review and sight distance evaluation; 	changes to	
Subdivision	 One stormwater management (including drawings) review; 	preliminary	
Application	 One traffic (including Traffic Impact Analysis report) review; 	approval.	
Processing	One development impact mitigation determination;		
	 One Technical Review Committee (TRC) meeting attendance; 		
	 One initial Staff Report input preparation; 		
	One Public Hearing attendance; and		
	All correspondence, conversations, meetings, and site visits that directly relate		
	to the above.		
2756	 One Preliminary Traffic and Concurrency Information form review; 	All licensed	
	 One Preliminary Stormwater Proposal form review; 	professional-	
Short	 One Technical Review Committee (TRC) meeting attendance; 	prepared	
Subdivision	 One preliminary approval conditions or Notice of Additional Requirements 	drawings review.	
Application	preparation effort;		
Processing	 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.		
2758	 One Preliminary Traffic and Concurrency Information form review; 	All services	
_	 One Preliminary Stormwater Proposal form review; 	related to minor	
Preliminary	 One ingress/egress (including drawings) review and sight distance evaluation; 	changes to	
Binding	 One stormwater management (including drawings) review; 	preliminary	
Site Plan	 One traffic (including Traffic Impact Analysis report) review; 	approval.	
Application	One development impact mitigation determination;		
Processing	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 		

UFS No	Includes	Excludes	Note(s)
	to the above.		
7166 Technical Services and Review	 Licensed professional-prepared drawing review; SEPA review; Construction Change Order processing; Work performed under an Extraordinary Inspection Request; Ingress/egress review; Stormwater management review; Staff Report input preparation; Technical Review Committee (TRC) meeting attendance; Public Hearing attendance; Preliminary approval conditions preparation; Notice of Additional Requirements 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; Haul Road Agreement 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 Stormwater Management Manual for Western Washington-required Declaration of Covenant and Grant of Easement document preparation for recording at Developer's expense. 		This hourly rate fee also applies when minimum service allowances stated in UFS Nos 2755, 2756, 2758, 7174, and 7175 are exceeded.
7169	 Site review/inspection. Meeting preparation (i.e., <i>Pre-Application Meeting Request</i> form review, file 	Development	Per current WCC 2.33.030.C:
Pre- Application	research, and site visit (including preliminary sight distance evaluation)); • Meeting attendance; and • Findings/summary preparation.	impact mitigation determination.	"If the county makes a determination of completeness within one year of the
Meeting			preapplication meeting, the preapplication fee shall be applied to the application cost."

Administrative Services

Facilities Management

UFS#	Description	2022 Rate	Rate Basis	Action	2023 Rate	Rate Basis	Reason
Admiı	nistrative Services						
Facilitie	es 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
Healtl	'n						
Enviror	mental 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 Inspecition (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

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 Srvc Cook-Off-participant	\$21.00	Per Participt	Change	\$22.00	Per Participt	5% increase to accommodate increase in costs to execute program
1551	Food Temp Food Srvc 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 Srvc Waiver	\$29.00	Single Event	Change	\$30.00	Single Event	5% increase to accommodate increase in costs to execute program
1553	Food Temp Srvc 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-openning 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

Health

Environmental Health

1507 OSS Disp. p 4988 OSS Installe 1508 OSS O & M 1503 OSS PDS P 4989 OSS Pumpe 8077 OSS Redesi 1504 OSS Re-insp 1489 OSS, Applic 4987 PDS - Env. L 4986 PDS - Env. L 1462 PDS Verifica	Plat Approval per lot Review er's Packet sign Submittal Fee spect Disp. System cation & Permit	\$242.00 \$519.00 \$20.00 \$242.00 \$120.00 \$15.00 \$240.00 \$306.00 \$950.00	Per License Per Renewal Letter Per Packet Per License Per Lot Per Packet Each Per Inspection	Change Change Change Change Change Change	\$254.00 \$544.00 \$21.00 \$254.00 \$126.00 \$16.00	Per License Per Renewal Letter Per Packet Per License Per Lot Per Packet Each	5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program
4988 OSS Installe 1508 OSS O & M 1503 OSS PDS P 4989 OSS Pumpe 8077 OSS Redesi 1504 OSS Re-insp 1489 OSS, Applica 4987 PDS - Env. L 4986 PDS - Env. L 1462 PDS Verifica	er's Packet Specialist License (Initial & Renewal) Plat Approval per lot Review er's Packet sign Submittal Fee spect Disp. System cation & Permit	\$20.00 \$242.00 \$120.00 \$15.00 \$240.00 \$306.00	Per License Per Lot Per Packet Each	Change Change Change Change	\$21.00 \$254.00 \$126.00 \$16.00	Per Packet Per License Per Lot Per Packet	program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program
1508 OSS O & M 1503 OSS PDS P 4989 OSS Pumpe 8077 OSS Redesi 1504 OSS Re-insp 1489 OSS, Applic 4987 PDS - Env. L 4986 PDS - Env. L 1462 PDS Verifica 1491 PDS Verifica	Plat Approval per lot Review er's Packet sign Submittal Fee spect Disp. System cation & Permit	\$242.00 \$120.00 \$15.00 \$240.00 \$306.00	Per Lot Per Packet Each	Change Change Change Change	\$254.00 \$126.00 \$16.00	Per License Per Lot Per Packet	program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program
1503 OSS PDS P 4989 OSS Pumpe 8077 OSS Redesi 1504 OSS Re-insp 1489 OSS, Applica 4987 PDS - Env. L 4986 PDS - Env. L 1462 PDS Verifica	Plat Approval per lot Review er's Packet eign Submittal Fee epect Disp. System eation & Permit	\$120.00 \$15.00 \$240.00 \$306.00	Per Lot Per Packet Each	Change Change Change	\$126.00 \$16.00	Per Lot Per Packet	program 5% increase to accommodate increase in costs to execute program 5% increase to accommodate increase in costs to execute program
4989 OSS Pumpe 8077 OSS Redesi 1504 OSS Re-insp 1489 OSS, Applicated 4987 PDS - Env. I 4986 PDS - Env. I 1462 PDS Verificated 1491 PDS Verificated	er's Packet ign Submittal Fee spect Disp. System cation & Permit	\$15.00 \$240.00 \$306.00	Per Packet Each	Change Change	\$16.00	Per Packet	program 5% increase to accommodate increase in costs to execute program
8077 OSS Redesi 1504 OSS Re-insp 1489 OSS, Applic 4987 PDS - Env. L 4986 PDS - Env. L 1462 PDS Verifica	pect Disp. System	\$240.00 \$306.00	Each	Change			program
1504 OSS Re-insp 1489 OSS, Applica 4987 PDS - Env. L 4986 PDS - Env. L 1462 PDS Verifica 1491 PDS Verifica	spect Disp. System cation & Permit	\$306.00			\$252.00	Each	5% increase to accommodate increase in costs to execute
1489 OSS, Applica 4987 PDS - Env. L 4986 PDS - Env. L 1462 PDS Verifica 1491 PDS Verifica	cation & Permit		Per Inspection	Change			program
4987 PDS - Env. L 4986 PDS - Env. L 1462 PDS Verifica 1491 PDS Verifica		\$950.00		Change	\$321.00	Per Inspection	5% increase to accommodate increase in costs to execute program
4986 PDS - Env. I 1462 PDS Verifica 1491 PDS Verifica			Per Application appl & permit	Change	\$997.00	Per Application appl & permit	5% increase to accommodate increase in costs to execute program
1462 PDS Verifica	Land use reviews (large project)	\$265.00	Each	Change	\$278.00	Each	5% increase to accommodate increase in costs to execute program
1491 PDS Verifica	Land use reviews (regular project)	\$126.00	Each	Change	\$132.00	Each	5% increase to accommodate increase in costs to execute program
	ation - Water	\$135.00	Per Water Supply	Change	\$141.00	Per Water Supply	5% increase to accommodate increase in costs to execute program
4984 PDS water a	ation - OSS	\$142.00	On-Site Sewage System	Change	\$149.00	On-Site Sewage System	5% increase to accommodate increase in costs to execute program
	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	v 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	v Living Env.	\$343.00	Base Charge	Change	\$360.00	Base Charge	5% increase to accommodate increase in costs to execute program
8474 Pool Closure	e-Inspection or Reinspection	\$332.00	Per Inspection	Change	\$348.00	Per Inspection	5% increase to accommodate increase in costs to execute program
1560 Private Cam	np Permit	\$326.00	Per Permit	Change	\$342.00	Per Permit	5% increase to accommodate increase in costs to execute program
1540 Re-Inspection	on 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 Per	rmit 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 Per		\$377.00	Per Permit	Change	\$395.00	Per Permit	5% increase to accommodate increase in costs to execute program

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 Reqd - 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 Reqd - 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 Reqd - 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

Health

Environmental Health

			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 Agency fee	Encourage agencies to use out of custody work crews to allow offenders to work off their fines
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

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

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.
Plann	ing & Development Services						
Building	g 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 reivew 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

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/Tennant 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 Commerical buildings under 4,000 sq. ft.	No Fee Change.Clarificaion 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.
Plannin	g						
9060	Density Credit - ADUs			New	\$8.00	Per Square Foot	Fee adopted per Ordinance2021-060 on 10/12/2021.
Public	c Works						
Engine	ering Admin						
1212	Road Vacations Valuation	\$200.00	Per Application	Change	\$200.00	Per Application	Updating name from Road Vacation Appraisal to Road Vacation Valuation
Ferry &	Docks						
9064	Capital Surcharge			New	\$1.00	1 Round Trip WCC 10.34.020	
Solid W	/aste						
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

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: Introduced for Public

Hearing

File Created: 11/10/2022 Entered by: SDraper@co.whatcom.wa.us

Department: Public Works File Type: Ordinance Requiring a Public Hearing

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 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:
11/22/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Revised Staff Memo, Proposed Ordinance, Exhibit A - Strike Version, Exhibit A, Sample Tracking

Sheet

WHATCOM COUNTY PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director



James P. Karcher, P. E.

County Engineer 322 N. Commercial Street, Ste 301 Bellingham, WA 98225-4042 Phone: (360) 778-6210

hone: (360) 778-6210 Fax: (360) 778-6211

Memorandum

To: The Honorable Satpal Sidhu, Whatcom County Executive and

The Honorable Members of the Whatcom County Council

Through: Elizabeth Kosa, Interim PW Director Cak

From: James P. Karcher, P.E., County Engineer

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 'Sample Tracking Sheet'.
- 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.

	PROPOSED BY: <u>Public Works - Engineering</u> INTRODUCTION DATE:					
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, What Ordinance 2019-079 establishing apprenticeship of funded construction projects; and						
WHEREAS , the Whatcom County Council generation of skilled workers and urges the timely						
WHEREAS, the unexpected demands place 2021 flood events impeded the County Departme administration of the ordinance, requiring more ti	nts from attending to the related issues of					
WHEREAS, amending this ordinance to pr gives Whatcom County the opportunity to strengt requirements supporting local workers, providing affirming our shared commitment to responsible b	hen its apprenticeship utilization more opportunities for apprentices, and					
NOW, THEREFORE, BE IT ORDAINED b 3.72 of the Whatcom County Code is hereby ame hereto.	y the Whatcom County Council that Chapter nded as provided for in Exhibit A attached					
ADOPTED thisday 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

1174

() Approved () Denied

Satpal Sidhu, County Executive

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. "Approved-Registered apprenticeship program" means an apprenticeship training program which-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.
- "Minimum apprentice labor hours" refers to labor hours actually worked on a public works project by apprentices expressed as a percentage of total labor hours. The minimum percentage of apprentice labor hours by project shall be:
 - 1.—For contracts less than \$1,000,000 there shall be no requirement;
 - 2.——For contracts advertised for bid before January 1, 20241, there shall be no requirement;
 - 3. For contracts advertised for bid on or after January 1, 20241, estimated to cost \$32,000,000 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, 20252, estimated to cost \$2,000,000 or more, no less than 12 percent of the labor hours shall be performed by apprentices;
 - 5. For contracts advertised for bid on or after January 1, 20263, estimated to cost \$1,000,000 or more, no less than 15 percent of the labor hours shall be performed by apprentices.

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Commented [KG1]: Moved to 3.72.020

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E.

- F. "Employee-Contractor aApprenticeship pProgram (ECAP)" refers to the requirements of this chapter and any administrative regulations applicable thereto.
- G. "ECAP coordinator" refers to the person designated by the eCounty eExecutive to administer and coordinate the employee apprenticeship program CAP.
- H. "ECAP <u>Utilization pPlan</u>" refers to the plan for utilization description of how the contractor will meet or exceed apprenticeship labor hours will be used in a public work project covered by the as required by this Chapter.
- I. "Estimated eCost estimate" shall mean the anticipated cost of a public work project, as determined by the eCounty Engineer, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds. Estimated cost does not include post-bid contract change orders or amendments.
- "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 Use of apprentices required for public works.

Apprentices shall be utilized on the construction of all public works in accordance with this chapter. <u>The minimum percentage of apprentice labor hours by project shall be:</u>

- 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;
- 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;
- 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 such-construction projects subject to this chapter shall include provisions detailing the apprentice labor requirements. The ECAP 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.

Commented [KG2]: Gives County 6 months to plan and implement

Commented [KG3]: Gives County 1-year delay (originally 2023)

- C. Submission of ECAP Utilization Plan. All contractors shall submit an ECAP #Utilization pPlan and shall meet with the ECAP eCoordinator to review said ECAP Utilization pPlan prior to being issued a notice to proceed. Failure to submit an ECAP 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 ECAP coordinator prior to issuance of a notice to proceed shall be excused with administrative approval only when the ECAP coordinator is unavailable to meet prior to the scheduled date for issuance of the notice to proceed and the contractor and the ECAP coordinator have otherwise scheduled a meeting for the coordinator to review the contractor's plan. The contractor shall be responsible for meeting the ECAP 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 responsible bidder 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.

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3.72.040 ECAP uUtilization pPlan.

<u>Contractors shall submit a CAP Utilization Plan when the cost estimate of a public work meets thresholds established in WCC 3.72.020.</u>

- A. The $\stackrel{\mathsf{EC}}{\mathsf{AP}} + \stackrel{\mathsf{U}}{\mathsf{U}}$ tilization $\stackrel{\mathsf{PP}}{\mathsf{P}}$ lan shall meet the following requirements:
 - 1. Shall be submitted on forms prepared or approved by the ECAP 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 ECAP 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 During the term of a construction contract subject to this chapter, the eCounty may reduce or waive the apprentice labor hour goals upon determination by the CAP Coordinator that at for ether 1. or 2. below:

1. At least two of the below conditions are met and documented:

- 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;
- B.—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 ECAP utilization goals requirements;

C.

- —D. __The reasonable and necessary requirements of the contract render apprentice utilization infeasible at the required levels;
- D.—There exists a disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum level of apprentice participation; or

Ε.__

E.—The contractor or the agency has demonstrated that meeting the requirements
would significantly delay an urgent public work project. There are no evening classes
within 30 miles, or day classes within 100 miles, of the job site that the apprentice
can attend to meet the school requirements of their apprenticeship;

Ē.

- 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. To the extent that aApprentice labor hour goals are in conflict with funding agreements in place, including state and federal aid-funded projects, in connection with the public work; or

A.

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; or

В.

F.—For other reasons deemed appropriate by the cCounty eExecutive, and approved by the County Council, and not inconsistent with the purpose and goals of this chapter. (Ord. 2019-079 Exh. A).

3.72.060 Monitoring.

Commented [EK4]: Believe that this is a good compromise, it gets the oversite you are looking for but allows for conflicts to be avoided when working under different grant or federally funded requirements.

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Commented [EK5]: The agency may want to investigate, and request a waiver for C. and E. prior to bid advertisement.

Commented [EK6]: Often we have very strict fish windows when work must occur and if the contractor can demonstrate that a delay is likely to push the project to the following season, and that one of the other conditions are met, It would be in the best interest of the county for the CAP coordinator to consider it.

Commented [EK7]: Would prefer not to add this additional council approval as it most likely would cause up to a 2-3 month delay and an undue administrative burden. The council already approves the work through the annual construction plan and the council has oversite on the compliance of the CAP program as outlined in the Reporting section 3.72.070.

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Commented [EK8]: this is more consistent with the emergency section 3.72.090

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Commented [EK9]: Would prefer not to add this additional council approval as it most likely would cause up to a 2-3 month delay and an undue administrative burden. The council already approves the work through the annual construction plan and the council has oversite on the compliance of the CAP program as outlined in the Reporting section 3.72.070.

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, disadvantaged youth veterans, and women, and, as available, persons with disabilities and economically disadvantaged youth; and assessing whether the contractor has complied with the apprenticeship requirement established in its contract. (Ord. 2019-079 Exh. A).

3.72.070 Reporting.

The <u>cCounty eExecutive</u> shall report to the <u>cCounty cCouncil annually upon the use of apprentices for public work projects. The report shall include, to the extent it is available:</u>

- 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;
- The number and percentage of minorities, <u>veterans, and</u> women, <u>persons with disabilities and</u> disadvantaged youth utilized as apprentices on each project;
- The number of new apprentices indentured during the reporting year as a result of the county's apprenticeship requirements;
- E. The percentage of apprentices in training on county projects who have graduated to journey level during the reporting year; and
- F. _All <u>exemptions exceptions</u> and waivers granted under WCC 3.72.050 <u>as well as any contractors</u> who have violated the requirements in this chapter; and
- F-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 at least 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: or for public work related to a declared emergency. For the purposes of this section, "emergency" means unforeseen circumstances beyond the control of the county that either: (A) present an immediate threat to the proper performance of essential functions; or (B) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. (Ord. 2019-079 Exh. A).

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Commented [KG10]: Moved to exceptions and waivers.

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.



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 ether 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.

Sample Tracking Sheet



Title

Apprentice Utilization Plan

☐ Original (due prior to contract execution) **Contract Title Contract Number** Today's Date **Prime Contractor Apprentice Utilization** Requirement *Include labor hours and count for all trades, including those performed by Subcontractors. Use continuation sheet if needed. **Estimated Start Date Contractor or Subcontractor** Trade/Craft Quantity **Total Labor Apprentice** (mm/dd/yyyy) (Hours) Description (Hours) **Total Hours** 0 0 Completed By **Email**

Phone

Apprentice Utilization Plan Form Instructions

Contract Title Contract Title as it appears in the Award Letter

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 The required percentage of Apprentice Utilization from the

Requirement 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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-688

File ID: AB2022-688 Version: 1 Status: Introduced for Public

Hearing

File Created: 11/17/2022 Entered by: THelms@co.whatcom.wa.us

Department: County Executive's File Type: Ordinance Requiring a Public Hearing

Office

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Ordinance authorizing the levy of taxes for Whatcom County children and families for 2023

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

In accordance with RCW 84.55, requests the Whatcom County Council to authorize the levy of taxes for 2023

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/22/2022	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Ordinance

PROPOSED BY: Executive

INTRODUCTION DATE: November 9, 2022

NO
. INC

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, pursuant to chapter 84.55 RCW a taxing jurisdiction may levy property taxes in an amount no greater than the highest regular tax which could have been lawfully levied beginning with the 1985 levy multiplied by a limit factor; and

WHEREAS, the limit factor for taxing jurisdictions with a population of 10,000 or greater is the lesser of 101% or 100% plus inflation, which, as of August 30, 2022, has been determined to be more than 101% for 2023; 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 found that the best interests of the citizens of Whatcom County require the submission of a proposition ("Proposition 5") to qualified voters of the county to approve or reject a levy above the regular property tax limitations established in RCW 84.55.010 for the funding of childcare and early childhood programs to improve kindergarten readiness and funding for support of homeless and otherwise vulnerable children; and

WHEREAS, Proposition 5 was certified as approved by the voters of the county November 29, 2022; and

WHEREAS, the levy lid lift authorized the county to increase the General Fund levy in 2023 and in the following 9 years approximately \$8,200,000 annually; 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 for general government purposes which is a percentage increase of 1% from the previous year, and in addition the general levy shall be further increased \$8,200,000 for the purpose of funding for childcare, early learning programs and increased support for vulnerable children. In total the General Fund levy shall be increased \$8,521,752, which is a 26.5% increase from the previous year. This levy 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,

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:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2022-696

File ID:	AB2022-696	Version:	1 Status:	Agenda Ready
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File Created: 11/21/2022 Entered by: SMildner@co.whatcom.wa.us

Department: County Executive's

Office

File Type: Executive Appointment

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 Enactment #:

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

TITLE FOR AGENDA ITEM:

Request confirmation of the County Executive's appointment of Valerie Billmire to the Whatcom County Housing Authority Board of Commissioners

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Billmire application, Applicant letter

See attachments

Attachments:

HISTORY OF LEGISLATIVE FILE					
Date:	Acting Body:	Action:	Sent To:		

Whatcom County Page 1 Printed on 11/30/2022



Application for Appointment to Whatcom County Boards and Commissions

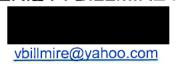
Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Ms.
First Name	Valerie
Last Name	Billmire
Today's Date	8/19/2022
Street Address	
City	
Zip	
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	
Secondary Telephone	Field not completed.
Email Address	vbillmire@yahoo.com
1. Name of Board or Committee	Housing Authority of Whatcom County
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 4
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	VBillmireResume.pdf – attached.
 Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education 	Please see letter of intent for 9, 10 and references. I will email it If I cannot attach it.
10. Please describe why you're interested in serving on this board or commission	Field not completed.
References (please include daytime telephone number):	Field not completed.
Signature of applicant:	Valerie Billmire
Place Signed / Submitted	Ferndale WA

VALERIE P. BILLMIRE M.S.



Education

Master of Science, Community Health Education, University of Utah, Salt Lake City, UT, 1992 Bachelor of Science, Sociology, Weber State College, Ogden, UT, 1988

Skills and Abilities

Capable of organizing time, activities and people. Able to evaluate a task to be accomplished in an efficient, timely manner. Highly motivated and energetic with strong interpersonal skills. Exceptional self-initiator and self-motivator. Able to negotiate well. Able to communicate effectively with high level government officials and other individuals at all levels. Understands explicit, as well as implicit, political organizations. Comfortable in front of an audience, has positive public speaking reviews.

Volunteer Experience

Member, Developmental Disabilities Advisory Board, January 2021-Present. Appointed by the Whatcom County Executive, Satpal Singh Sidhu. Provide input and develop recommendations to the Department of Developmental Disabilities Services. Reflect and represent community interests for developmentally disabled people and coordination of these services.

Citizen Member, President's Committee for People with Intellectual Disabilities, May 2006-May 2008. Appointed by the President of the United States, George W. Bush. Provide advice to the President and the Secretary of Health and Human Services concerning a broad range of topics relating to people with intellectual disabilities. Primarily following President Bush's New Freedom Initiative to recognize and uphold the right of all people with intellectual disabilities to enjoy a quality of life that promotes independence, self-determination and full participation as productive members of society.

Chair, Utah Developmental Disabilities Council, June 2004-December 2006. Appointed by the Governor of Utah, Jon Huntsman, Jr. Preside at meetings of the Council and Executive Committee and see that all recommendations of the Council are duly transmitted. Spokesperson for the Council in relation to the public, press and the State Legislature. Appoint Committee Chairs and perform other duties assigned by the action of the Council to carry out the above responsibilities.

Member, Utah Developmental Disabilities Council, June 2001-June 2004. Appointed by the Governor of Utah, Olene S. Walker. Engage in advocacy, capacity building and systemic change activities. Contribute to coordinated consumer and family directed supports and any activities that promote self-determination for all persons.

Work Experience

Technical Assistance Specialist, National Association of Councils on Developmental Disabilities (NACDD), Alexandria, VA. December 2006-September 2009. Identify, recruit, coordinate and link technical assistance to assigned State and Territorial Councils on Developmental Disabilities, annually based on the Council identified need(s) and evaluate effectiveness of technical assistance training. Disseminate information to State Councils using a variety of methods. Facilitate the development of a Guide to State Councils. Develop and moderate the technical assistance list serve. Facilitate and coordinate the annual Technical Assistance Institute, including making programmatic and logistical arrangements, coordinating program with Administration on Developmental Disabilities staff.

Director, Bureau of Health Promotion and Education, Salt Lake Valley Health Department, January 1993-April 1997. Assure the planning, development, implementation and assessment of resources, time, equipment and facilities. Implement policies and procedures, delegate responsibilities, prepare annual plans, budgets, coordinate activities and evaluate programs. Responsible for direct supervision of State, Federal and private contracts by reviewing and monitoring bureau and support staff, including coordinating staff schedules. Develop and implement Continuous Quality Improvement orientation and act as a Department group facilitator. Has knowledge of Federal, State and local laws and regulations related to medical, health care and public health; effective public relations principles, methods and techniques; grant and contract application methods; medical terminology and language.

Coordinator, Tobacco Prevention and Control, Salt Lake Valley Health Department, Bureau of Health Promotion. Aug 1991-June 1993. Plan, implement, direct and delegate the activities and responsibilities of county-wide tobacco risk reduction programs. Prepare program budgets, contracts, grant applications, reports and research studies related to these programs. Interface and coordinate with School District administrators, principals, nurses and staff, University faculty and students. Supervises program staff and activities.

Adjunct Faculty, Weber State College, College of Health, Ogden, Utah, Jan 1991-Mar 1991 & June 1991-Aug 1991. Responsible for the planning and instruction of a Personal Health course and a Human Sexuality course for undergraduate students.

Workforce/Marketing Specialist, Utah Department of Health, Office of Local and Rural Health, June 1990-Aug 1991. Coordinate the state health provider workforce clearing house on behalf of Utah's Migrant and Community Health Centers, Health Personnel Shortage Areas and other rural areas. Work with physicians, mid-level providers, hospital, medical centers and clinic administrators throughout Utah. Working knowledge of grant writing and sources of various funding.

Health Educator Weber Community Health Center, Ogden, UT Jan 1989-June 1990. Serve as a resource agent with broad in-depth knowledge of materials, aids literature and services available in the health field. Individual, private nutritional and lifestyle changes counseling for patients with diabetes, hypertension, hyperlipidemia, and obesity. Prenatal care coordinator for the Baby Your Baby program. Understand statistical procedures used to accurately interpret data.



August 19, 2022

AUG 2 2 2022

Dear Mr. Sidhu

WHATCOM COUNTY EXECUTIVE'S OFFICE

I am interested in serving on the Board of Commissioners for the Housing Authority of Whatcom County. I strongly believe EVERY person should have an opportunity to live in an affordable home and should be provided with opportunities ensuring access to do so. I am keenly aware of current housing programs and issues as I have been serving the developmental disability community for the past twenty years and I have experienced the challenges and frustrations this population continually faces when dealing with safe, secure and affordable homes. I also have a firsthand understanding of programs and issues as I have two adult children who are currently dealing with housing challenges. The first one is a lower income worker looking to be a first time home buyer. The second one is a young man with a physical and developmental disability who uses a wheelchair and is in the process of looking into safe affordable housing solutions.

I am very eager to assist in charting the direction of current and future programs to help underserved deserving populations. Some of my strengths include an ability to communicate effectively with high level government officials and other individuals at all levels as well as understanding explicit, as well as implicit, political organizations. I am also able to negotiate well and organize time, activities and people.

My personal history includes an M.S. in Public Health and a background of community development as the Director of Bureau of Health Promotion and Education for the Salt Lake Valley Health Department. Assuring the planning, development and implementation of resources, time, equipment and facilities. Implementing policies and procedures, as well as preparing annual plans and budgets. I have also served on State and National Developmental Disability Boards and am currently serving on the Whatcom County Developmental Disability Advisory Board.

Our family moved to Whatcom County about four years ago and we now consider this our home. Our long term home. We love it so much here we are going to stay when my husband retires. We are fortunate enough to live in a home we own and we are able to build another home when retirement comes. We started out as lower income workers and we know what it's like to struggle and find your way. I believe everyone deserves the opportunity to be home owners and I want to help guide the process for our community.

It's all about opportunity. Opportunity for people to thrive by ensuring access to quality, affordable homes that are safe and secure. I don't believe that is too much to ask for our most vulnerable populations in Whatcom County.

Thank you for your consideration of an appointment to the Board of Commissioners for the Housing Authority of Whatcom County.

Sincerely,

Valerie Billmire

vbillmire@yahoo.com

SECFIVED

References:

Lynne Nilson 6117 S. Clara Dr Taylorsville, UT 84129 435-640-6147

Laura Andrews 2212 Ontario St Bellingham, WA 98229 808-292-0055

Kait Whiteside Executive Director Max Higbee Center 1400 N State #101 Bellingham, WA 98225 360-746-8724



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 **File Type:** Ordinance Requiring a Public Hearing

Development Services

Department

Assigned to: Council Final Action:

Agenda Date: 12/06/2022 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 unincorproted Whatcom County.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
11/22/2022	Council	REFERRED TO COMMITTEE	Council Planning and Development Committee

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:

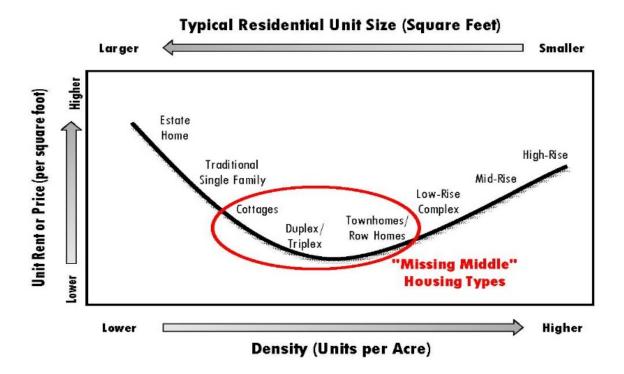
- 1. Housing affordability; and
- 2. Land supply for single family homes in Bellingham.

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:	<u> Planning & Deve</u>	<u>lopment</u>	<u>Services</u>
INTROD	UCTION 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 had 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:

<u>Section 1.</u> 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

<u>Section 3.</u> 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.

<u>Section 5.</u> 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.

<u>Section 6.</u> 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.

<u>Section 7.</u> Reasonable measures are not needed for any other lands in unincorporated Whatcom County.

<u>Section 8.</u> 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.

<u>Section 9.</u> 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 COU WHATCOM COUNTY, WAS			
ATTEST:			
Dana Brown-Davis, Coun	cil Clerk	Todd Donovan	, Chairperson
APPROVED as to form:		() Approved	() Danied
AFFROVED as to form.		() Approved	() Defiled
/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
- Jori Burnett, City of Ferndale (former member)
- Michael, Cerbone, City of Ferndale
- Heidi Gudde, City of Lynden
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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)

	2013	2036 Employment	2016-2036		
UGA	Employment	Allocation	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 owneroccupied 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. 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 > 93rd percentile² 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.

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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- Single Family Utilized		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			Camabinad
	Vacant	PU	UU	Vacant	PU	UU	Vacant	PU	UU	Vacant	PU	UU	Combined
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%	1 9 %
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%	1 9 %
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	County-wide	Growth to
	Population Growth	Pro-rated	Accommodate
	(2016-2021)	Population	(2021-2036)
		Growth (2016-	
		2036)	
		,	
Based on	14,496	60,565	46,069
information			
from the Data			
Reporting Tools			
2 0			

Based upon OFM estimates	13,631	60,565	46,934

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		-2021 Pop owth Estir		2016-2036 Population Growth Projection	2021-2036 Remaining Population Growth to
	City	County	Total	rrojection	Accommodate
Bellingham	6,202	78	6,280	27,000	20,720
Birch Bay	N/A	389	389	•	
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	Gr	2021 Emplo rowth Estim	nate	2016-2036 Employment Growth Projection	2021-2036 Remaining Employment Growth to		
	City	County	Total	<u>-</u>	Accommodate		
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.

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.

^{* 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.

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

		Commercia	I		Industrial			Total	
UGA	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

		Residentia	l		Commerc	ial	Industrial			
UGA	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 singlefamily 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 (singlefamily, 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, 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. 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.

<u>Single family residential zones</u> 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 missingmiddle housing forms.

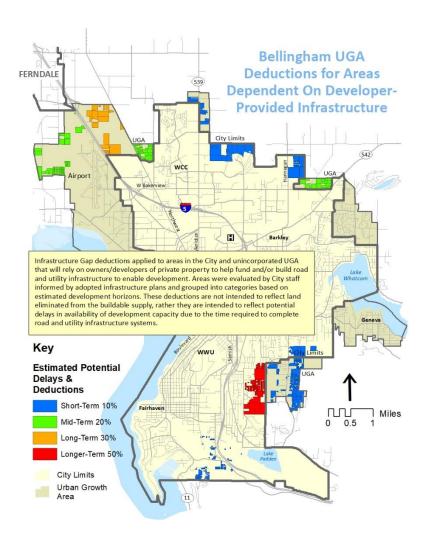
Infrastructure and Future Public Uses

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 staffgenerated potential wetlands layer was created from color-infrared imagery and LiDAR data to fill gaps across properties where access limitations prevent on-theground 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/Bell inghamMarketFactor_TechnicalMemo_Sept10t h2021.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	Density Assumed (Units/Acre)		
				(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	Acres	Built Square	Achieved	Assumed Density (FAR)		
3 3 3	Туре	Developed	Feet	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 Ir	nstitutional	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		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 Suitable 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 Suitable 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 Suitable 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 Suitable 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 Suitable 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

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)	-					

Commercial and Industrial Development

Exhibit 23. Nonresidential Development, Achieved and Assumed Densities, Birch Bay UGA, 2016-2021

Zoning	Development	Acres	Built Square	Achieved	Assumed
Designation	Туре	Developed	Feet	Density (FAR)	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

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						

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

	Development	Acres	Dwelling	Achieved	Density
Zoning Designation	Туре	Developed	Units	Density	Assumed
				(Units/Acre)	(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	СВ-Т	НСА	Ma	Mb	Mpr	PC	PR	RL	RM	R/O	RPR	SF-1	SF-2				CB G- 36	CB WV- 36	HCc	HCd	RH	CB G- 48
Vacant Land																60	60	48	30	30				40
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	80.0	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	Ма	Mb	Mpr	PC	PR	RL	RM	R/O	RPR	SF-1	SF-2	CB TP-	CB M-	CB M- 48	CB G- 36	CB WV-	HCc	HCd	RH	CB G 48
Net Developable Residential Acres																- 00	- 00	40		30				
(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	4		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	Development	Acres	Built Square	Achieved	Assumed
<u>Designation</u>	Туре	Developed	Feet	Density (FAR)	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
Ма	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
Мс	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	НСА	Ma	Mb	Мс	Mpr	PC	PR	RL	R/O	RPR -		CB M-	CB M-	CB G-	CB WV-	HCb	HCc	חרא	CB G-
	UGA IOIUI	GW	пся	Mu	MD	MC	Mpi		I K	KL	K/O	KIK	60	60	48	36	36	псь	псс	пси	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	80.0	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	НСА	Ма	Mb	Мс	Mpr	PC	PR	RL	R/O	RPR	CB TP-	CB M- 60	CB M- 48	CB G- 36	CB WV-	НСЬ	НСс	HCd	CB G- 48
Net Developable Employment Acres													00	- 00	40	30	30				-40
(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	8.0	0.8															
Subtotal: Industrial Capacity (SF)	3,094,830	-	-	520,064 2	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	2,181,559	269,922	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Potential Occupied Industrial Space (SF)	2,949,596	9,698	-	494,061 2	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	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	5,380,602	549,249	564,711	494,061 2	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
Employment Capacity	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		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

<u> </u>	UCA Talad		
	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

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	4,649,295	4,598,910	50,385
Employment Capacity	2,613	2,585	28
Remaining Employment Growth to			
Accommodate (2021-2036)	876		
Employment Capacity Surplus (Deficit)	1,737		

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).

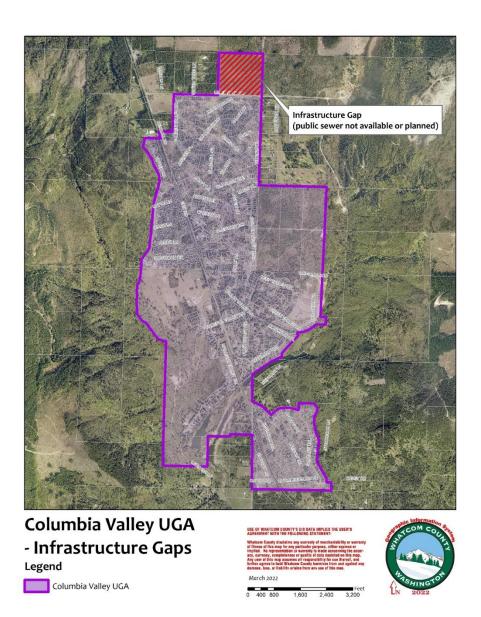
<u>Infrastructure Gaps</u>

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.



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

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	_		

Commercial and Industrial Development

Exhibit 38. Nonresidential Development, Achieved and Assumed Densities, Columbia Valley UGA, 2016-2021

Zoning	Development	Acres	Built Square	Achieved	Assumed
Designation	Туре	Developed	Feet	Density (FAR)	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

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			

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)
СОМ	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	СОМ	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 multifamily 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 offstreet 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.

<u>Infrastructure Gaps</u>

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	СС	GB	LI	М	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	СС	GB	LI	М	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	СС	GB	LI	М	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	СС	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 multifamily 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	•		Dwelling Units	Achieved Density	Density Assumed
	туре	Developed	Ullis	(Units/Acre)	(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	МН	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	мн	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	Development	Acres	Built Square	Achieved	Assumed
Designation	Туре	Developed	Feet	Density (FAR)	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	-	-	-	-		230,949		-	-	-
Potential Occupied Commercial Space (SF)	1,136,094	-	-	-	-		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	сом	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	Development	Acres	Built Square	Achieved	Assumed
Designation	Туре	Developed	Feet	Density (FAR)	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	СОМ	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	238,772	_	_	135,174	5,460	98,139	_
Employment Capacity	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	Development	Acres	Built Square	Achieved	Assumed
Designation	Туре	Developed	Feet	Density (FAR)	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.
- o 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 Ordinance1519 (2016) Rezoned 7 acres from Commercial to Industrial, 1 acre from Residential to Commercial, and 5 acres from Residential to Public Use.
- o 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

o City of Nooksack Ordinance 712 rezoned 31 acres of a 104 acre annexation area from Residential to Public zoning.

Sumas UGA

o 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
Subtotal	17,802	5, 190	22,992	0	0	0	0	0	0	0	22,992
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
Subtotal	0	3,560	3,560	0	0	0	0	0	0	0	3,560
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
Subtotal	3,545	494	4,039	0	0	0	0	0	0	0	4,039
Cherry Point											
Industrial	0	7,029	7,029	0	0	0	0	0	0	0	7,029
Subtotal	0	7,029	7,029	0	0	0	0	0	0	0	7,029
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
Subtotal	0	1,145	1,145	0	0	0	0	0	0	0	1,145
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
Subtotal	881	408	1,289	0	0	0	0	0	0	0	1,289

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
Subtotal	4,321	2,134	6,455	0	0	0	0	0	0	0	6,455
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
Subtotal	3,300	604	3,904	0	0	0	0	0	0	0	3,904
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
Subtotal	443	106	549	0	0	0	0	0	0	0	549
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
Subtotal	935	26	961	0	0	0	0	0	0	0	961
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
Subtotal	N/A	443,908	443,908	0	0	0	0	0	0	0	443,908
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 had 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

/0 - 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 Moceri, 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

<u>Lathrop</u>; <u>Guy@Bellingham.com</u>; <u>kenb@portofbellingham.com</u>

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:

- 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.
- 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 it's 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.xlxs "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,

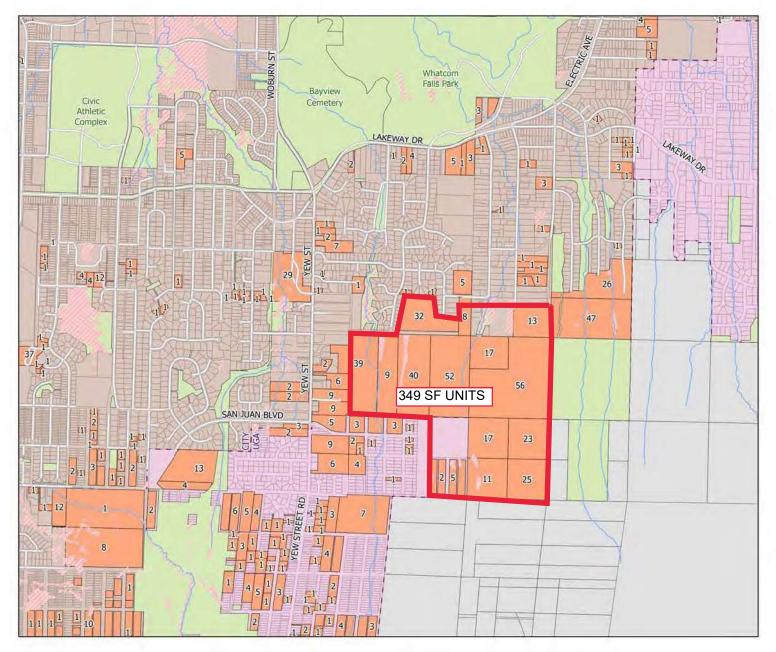
Darcy Jones, AICP, LEED-ND, PLS

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

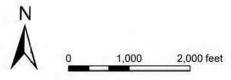


WHATCOM FALLS

Single-Family Residential Development Potential Bellingham - South of Lakeway Drive



Numbers shown on parcel indicate the number of potential single-family units per parcel according to the 2022 Whatcom County Buildable Lands Report.



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



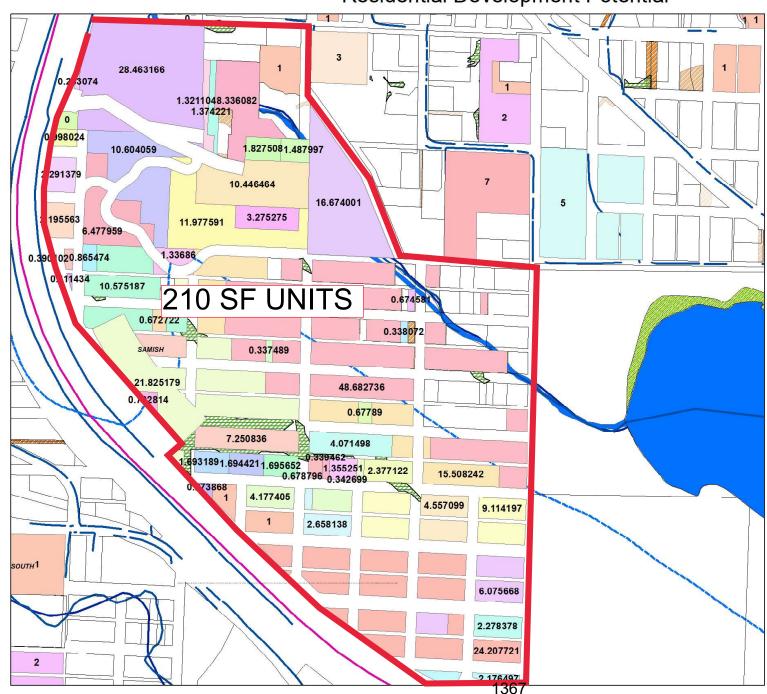
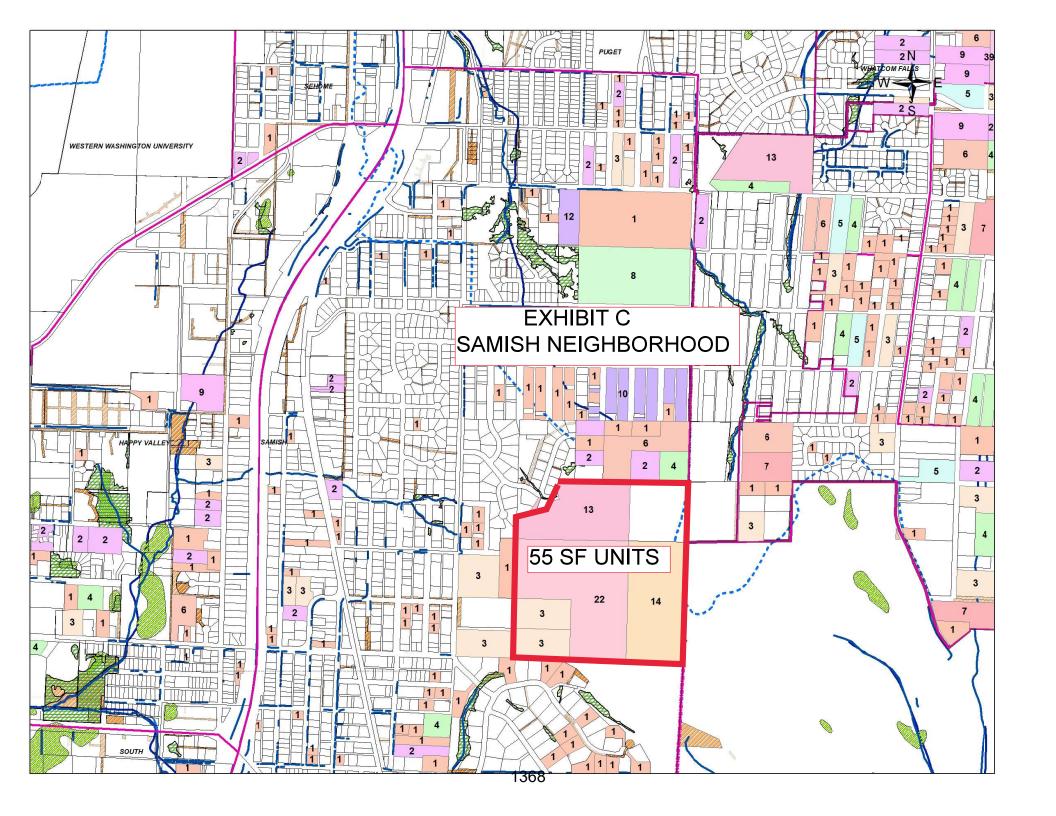


EXHIBIT B SAMISH



From: <u>Tim Trohimovich</u>

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

connect: **M M futurewise.org**



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



BUILDING INDUSTRY ASSOCIATION OF WHATCOM COUNTY

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 buffe 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.

110,000-

01/19

Month

01/20

01/21

01/22

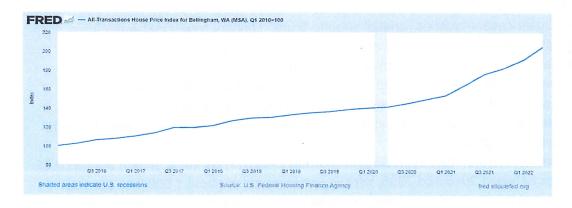
employment

Chart B, Indexed to 2016 = 100. from https://fred.stlouisfed.org/series/ATNHPIUS13380Q

01/18

01/17

01/16



Respectfully

Robert Lee: BIAWC