

CLERK OF THE COUNCIL  
Dana Brown-Davis, C.M.C.  
  
COUNTY COURTHOUSE  
311 Grand Avenue, Suite #105  
Bellingham, WA 98225-4038  
(360) 778-5010



COUNCILMEMBERS  
Barbara Brenner  
Rud Browne  
Barry Buchanan  
Tyler Byrd  
Todd Donovan  
Carol Frazey  
Satpal Sidhu

**WHATCOM COUNTY COUNCIL**

**COMBINED PACKET FOR**  
**FEBRUARY 12, 2019**

**THIS COMBINED PACKET INCLUDES AGENDAS AND  
RELATED PAPERWORK  
FOR THE FOLLOWING FEBRUARY 12 MEETINGS:**

**FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE (11 A.M.)**

**COMMITTEE OF THE WHOLE – EXECUTIVE SESSION  
(APPROXIMATELY 12:30 P.M.)**

**COUNCIL (7 P.M.)**

---

**UPCOMING MEETINGS AND EVENTS:**

**FEBRUARY 18, 2019**  
**HOLIDAY – OFFICE CLOSED**

**FEBRUARY 19, 2019**  
**10:30 A.M. – SURFACE WATER WORK SESSION**  
**GARDEN LEVEL CONFERENCE ROOM, 322 N. COMMERCIAL STREET**

**FEBRUARY 26, 2019**  
**REGULAR COUNCIL AND COMMITTEE MEETINGS**  
**311 GRAND AVENUE**

---

**PLEASE VISIT THE COUNCIL'S NEW LEGISLATIVE INFORMATION CENTER**  
**TO ACCESS ALL COUNCIL MEETING-RELATED INFORMATION**

**IN ACCORDANCE WITH WHATCOM COUNTY CODE SECTIONS 2.02.040 AND 2.02.060, THE FOLLOWING RULES SHALL APPLY DURING ALL COUNCIL AND COUNCIL COMMITTEE MEETINGS:**

**Section 2.02.040 Meetings – General rules.**

...

E. All council and council committee meetings shall be conducted pursuant to The American Institute of Parliamentarians Standard Code of Parliamentary Procedure, latest edition, except when in conflict with the standing rules of the council.

L. During an open session or public hearing, audience members will be given three minutes to address the council.

M. Cell phones shall be silenced and cell phone conversations shall be prohibited within the confines of the council chambers during meetings.

N. Placards, signs, applause, or other distractions shall not be allowed in the council chambers without the consent of the council chair.

O. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, while attending a council or council committee meeting may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the council during that meeting.

**2.02.060 Meetings – Decorum of debate.**

A. Any councilmember desiring to speak shall first be recognized by the chair, and shall confine his or her remarks to the specific subject under consideration or to be considered. The councilmember who has proposed a motion or the committee member who has presented a report shall be allowed the first opportunity to explain the motion or report, and usually is allowed to speak last on it. No member or small group of members shall be permitted to monopolize the discussion on a question. If a member has already spoken and other members wish to speak, they should be recognized in preference to the member who has already spoken on a question.

B. Councilmembers shall address each other as “councilmember” and the council chair shall be addressed as “chair.”

C. Staff members, presenters, and the general public shall be addressed as Mr., Mrs., Ms., or by their official or honorary title.

D. When two or more councilmembers desire to speak at the same time, the chair shall name the member who shall have the floor.

E. When a councilmember is speaking, no other member shall hold discourse which may interrupt the speaker except to raise a point of order. The chair should insist that every member be attentive to the business before the assembly.

F. Councilmembers shall have time to explain any motion they intend to make. All motions will begin with the words, “I move” and must receive a second prior to being put to a vote.

G. When it appears that all councilmembers who wish to speak have done so, the chair shall inquire, “Is there any further discussion?” If there is not, the question is put to a vote.

H. To bring a question to immediate vote, a councilmember may move to close debate. If more than one motion is pending, the motion to close debate should specify the pending motions to which it applies (main motion, motion to amend, etc.). The motion to close debate cannot interrupt a speaker, is not debatable, and requires an affirmative vote by two-thirds of the councilmembers in attendance. The motion to close debate should be used in moderation, as members cannot be expected to maintain interest in an organization if they are frequently denied the right to participate in its deliberations.



# **COMMITTEE AGENDAS**

## **FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE**

**Members: Tyler Byrd, Carol Frazey, Satpal Sidhu**

**11 a.m. Tuesday, February 12, 2019**

**Council Chambers, 311 Grand Avenue**

### **Call To Order**

### **County Executive's Report**

### **Committee Discussion and Recommendation to Council**

1. AB2019-087      Request authorization for the County Executive to enter into an EDI Interlocal Loan and Grant Agreement between Whatcom County and Port of Bellingham in the amount of \$250,000  
**Pages 1 - 28**
2. AB2019-105      Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County Flood Control Zone and the City of Bellingham for management and operation of the joint City-County aquatic invasive species (AIS) boat inspection program at Lakes Whatcom and Samish, in the amount of \$123,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 29 - 38**
3. AB2019-107      Request Authorization for the County Executive to enter in to a cooperative agreement between The United States of America Army Corps of Engineers and Whatcom County Flood Control Zone District for rehabilitation of a non-federal flood control work in the amount of \$453,100 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 39 - 52**
4. AB2019-115      Request authorization for the County Executive to enter into a contract between Whatcom County Flood Control Zone District and Exact Scientific Services to provide water quality analytical testing services, in the amount of \$90,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 53 - 69**

### **Council "Consent Agenda" Items**

1. AB2019-026      Request authorization for the County Executive to enter into a contract between Whatcom County and Birch Bay Chamber of Commerce to pay for the operations of the Birch Bay Visitor Center and to support the marketing of multi-day events, in the amount of \$100,000  
**Pages 70 - 84**
2. AB2019-104      Request authorization for the County Executive to enter into Amendment No. 3 to Whatcom County Contract No. 201802006 between Whatcom County and FCS Group for the amended amount of \$34,560  
**Pages 85 - 94**

3. AB2019-111 Request authorization for the County Executive to enter into an interlocal between Whatcom County and Lummi Nation to conduct natural resource monitoring and impact mitigation in the amount of \$120,000  
**Pages 95 - 104**
4. AB2019-112 Request authorization for the County Executive to enter into a contract between Whatcom County and Herrera Environmental Consultants for Swift Creek Sediment Management Action Plan Implementation  
**Pages 105 - 165**
5. AB2019-116 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Children, Youth & Families for support of Perinatal Mood and Anxiety Disorders, in the amount of \$10,000  
**Pages 166 - 224**
6. AB2019-117 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and North Sound Behavioral Health Organization to support substance abuse prevention and mental health promotion programs in Whatcom County, in the amount of \$83,438  
**Pages 225 - 236**
7. AB2019-119 Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Conservation District to provide a robust Community Wildfire Risk Reduction Program that consists of outreach, education and technical assistance to the Whatcom County communities most at risk from wildfire in Whatcom County  
**Pages 237 - 250**
8. AB2019-123 Resolution in the Matter of the Sale of Surplus Personal Property and Setting a Date for Public Hearing Thereon Pursuant to WCC 1.10  
**Pages 251 - 253**
9. AB2019-125 Request authorization for the county Executive to enter into an interlocal between Whatcom County and Bellingham Technical College and the City of Bellingham for the administration of the EMT-Paramedic Training Program in the amount of \$56,000  
**Pages 254 - 265**

#### **Other Business**

#### **Adjourn**

**COMMITTEE OF THE WHOLE**

**Tuesday, February 12, 2019**

**Approximate Start Time: 12:30 p.m.**

**Council Office Conference Room**

**311 Grand Avenue, Suite 105**

**Call To Order**

**Committee Discussion**

1. AB2019-095      Discussion with Chief Civil Deputy Prosecutor Karen Frakes regarding a proposed ordinance amending Whatcom County Code 24.11, Drinking Water (AB2018-018) [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1) (i)]

**Page 266**

**Other Business**

**Adjourn**

# **COUNCIL AGENDA**

## **CALL TO ORDER**

## **FLAG SALUTE**

## **ROLL CALL**

## **ANNOUNCEMENTS**

If you will be handing out paperwork to councilmembers, please give one copy to the clerk for our office files. Thank you.

## **MINUTES CONSENT**

1. MIN2019-007 Committee of the Whole for January 15, 2019  
**Pages 268 - 270**
2. MIN2019-008 Special Committee of the Whole (3PM) for January 15, 2019  
**Pages 271 - 273**
3. MIN2019-009 Special Committee of the Whole (6:30PM) for January 15, 2019  
**Pages 274 - 283**
4. MIN2019-010 Regular County Council for January 15, 2019  
**Pages 284 - 298**
5. MIN2019-011 Regular County Council for January 29, 2019  
**Pages 299 - 315**
6. MIN2019-012 Surface Water Work Session for January 22, 2019  
**Pages 316 - 319**
7. MIN2019-013 Special Committee of the Whole for January 29, 2019  
**Pages 320 - 322**
8. MIN2019-014 Committee of the Whole for January 29, 2019  
**Pages 323 - 325**
9. MIN2019-015 Special Committee of the Whole for January 8, 2019  
**Pages 326 - 330**
10. MIN2019-016 Board of Health for February 5, 2019  
**Pages 331 - 334**

## **PUBLIC HEARINGS**

Audience members who wish to address the council during a public hearing are asked to sign up at the back of the room before the meeting begins. The council chair will ask those who have signed up to form a line at the podium. Each speaker should state his or her name for the record and optionally include city of residence. Speakers will be given three minutes to address the council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments. 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.

1. AB2019-018 Ordinance adopting various minor amendments to Whatcom County Code Titles 20 (Zoning), 21 (Land Division Regulations), and 22 (Land Use and Development Procedures), making corrections, updates, and clarifications  
**Pages 335 - 420**

2. AB2019-073 Ordinance Regarding Temporary Installation of Stop Signs on Certain County Roads  
**Pages 421 - 424**
3. AB2019-074 Ordinance Establishing a Temporary Speed Limit Change for Birch Bay Drive  
**Pages 425 - 431**
4. AB2019-075 Ordinance Establishing Temporary One-Way Traffic on Birch Bay Drive  
**Pages 432 - 435**
5. AB2019-076 Ordinance Authorizing the Temporary Re-Opening of Cottonwood Drive at Morgan Drive to Vehicular Traffic  
**Pages 436 - 442**

#### **OPEN SESSION (20 MINUTES)**

During open session, audience members can speak to the council on any issue not scheduled for public hearing. Each speaker should state his or her name for the record and optionally include city of residence. Speakers will be given three minutes to address the council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments.

#### **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. AB2019-026 Request authorization for the County Executive to enter into a contract between Whatcom County and Birch Bay Chamber of Commerce to pay for the operations of the Birch Bay Visitor Center and to support the marketing of multi-day events, in the amount of \$100,000  
**Pages 70 - 84**
2. AB2019-104 Request authorization for the County Executive to enter into Amendment No. 3 to Whatcom County Contract No. 201802006 between Whatcom County and FCS Group for the amended amount of \$34,560  
**Pages 85 - 94**
3. AB2019-111 Request authorization for the County Executive to enter into an interlocal between Whatcom County and Lummi Nation to conduct natural resource monitoring and impact mitigation in the amount of \$120,000  
**Pages 95 - 104**
4. AB2019-112 Request authorization for the County Executive to enter into a contract between Whatcom County and Herrera Environmental Consultants for Swift Creek Sediment Management Action Plan Implementation  
**Pages 105 - 165**
5. AB2019-116 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Children, Youth & Families for support of Perinatal Mood and Anxiety Disorders, in the amount of \$10,000  
**Pages 166 - 224**

6. AB2019-117 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and North Sound Behavioral Health Organization to support substance abuse prevention and mental health promotion programs in Whatcom County, in the amount of \$83,438  
**Pages 225 - 236**
7. AB2019-119 Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Conservation District to provide a robust Community Wildfire Risk Reduction Program that consists of outreach, education and technical assistance to the Whatcom County communities most at risk from wildfire in Whatcom County  
**Pages 237 - 250**
8. AB2019-123 Resolution in the Matter of the Sale of Surplus Personal Property and Setting a Date for Public Hearing Thereon Pursuant to WCC 1.10  
**Pages 251 - 253**
9. AB2019-125 Request authorization for the county Executive to enter into an interlocal between Whatcom County and Bellingham Technical College and the City of Bellingham for the administration of the EMT-Paramedic Training Program in the amount of \$56,000  
**Pages 254 - 265**

#### **OTHER ITEMS**

##### **(From Council Finance and Administrative Services Committee)**

10. AB2019-087 Request authorization for the County Executive to enter into an EDI Interlocal Loan and Grant Agreement between Whatcom County and Port of Bellingham in the amount of \$250,000  
**Pages 1 - 28**
11. AB2019-105 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County Flood Control Zone and the City of Bellingham for management and operation of the joint City-County aquatic invasive species (AIS) boat inspection program at Lakes Whatcom and Samish, in the amount of \$123,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 29 - 38**
12. AB2019-107 Request Authorization for the County Executive to enter in to a cooperative agreement between The United States of America Army Corps of Engineers and Whatcom County Flood Control Zone District for rehabilitation of a non-federal flood control work in the amount of \$453,100 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 39 - 52**
13. AB2019-115 Request authorization for the County Executive to enter into a contract between Whatcom County Flood Control Zone District and Exact Scientific Services to provide water quality analytical testing services, in the amount of \$90,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 53 - 69**

## **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. AB2019-027 Ordinance amending Whatcom County Code 6.04 (Animal Control), Chapter 6.04.020 (Definitions) and 6.04.031 (Administration and Enforcement)  
**Pages 443 - 454**
2. AB2019-103 Ordinance proposing modifications to Whatcom County Code 2.27A, Aquatic Invasive Species (AIS)  
**Pages 455 - 464**
3. AB2019-106 Ordinance amending the Unified Fee Schedule to accommodate changes to Whatcom County Code 2.27A, Aquatic Invasive Species  
**Pages 465 - 468**
4. AB2019-121 Ordinance Amending Whatcom County Code Section 1.14 Correcting Certain Precinct Boundary Lines and Precinct Maps  
**Pages 469 - 481**
5. AB2019-124 Ordinance amending the 2019 Whatcom County Budget, request no. 2, in the amount of \$4,901,742  
**Pages 482 - 497**
6. AB2019-128 Ordinance amending courthouse building envelope project budget (as established through Ordinance 2014-085) third request, in the amount of \$4,700,000 for a total project budget of \$7,377,809  
**Pages 498 - 502**
7. AB2019-127 Receipt of application for the Whatcom County Planning Commission, applicant: Bob Burr (committee assists the Planning and Development Services Department in carrying out its duties, which include helping to prepare and execute the comprehensive plan and making recommendations for adoption of official controls and/or amendments) (application deadline for any other applicants is 10:00 a.m. February 19, 2019)  
**Pages 503 - 506**
8. AB2019-129 Receipt of application for the Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory Committee - applicant: Larry Mades (the committee is an integral part of the program reviewing the comprehensive plan for flood control) (application for deadline for any other applicants is 10 a.m. February 19, 2019)  
**Pages 507 - 508**
9. AB2019-131 Resolution Authorizing the Sale of Surplus Personal Property Pursuant to WCC 1.10  
**Pages 509 - 511**
10. AB2019-126 Resolution amending the 2019 Flood Control Zone District and Subzones Budget, request no. 2, in the amount of \$90,659 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Pages 512 - 516**

## **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES** **ADJOURN**

## WHATCOM COUNTY COUNCIL ACTION TAKEN – January 29, 2019

### CALL TO ORDER

**Councilmembers Present:** Brenner, Browne, Buchanan, Byrd, Sidhu, Donovan, Frazey  
**Absent:** None

### FLAG SALUTE

### ANNOUNCEMENTS

### PUBLIC HEARINGS

1. AB2019-032 Resolution to sell tax-title property by public auction  
**Approved 7-0**
2. AB2019-064 Ordinance imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point UGA, the primary purpose of which would be the shipment of unrefined fossil fuels not to be processed at Cherry Point  
**Adopted 5-2, Brenner and Byrd opposed**

### OPEN SESSION

### CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

1. AB2019-024 Request authorization for the County Executive to enter into a contract between Whatcom County and Marvin Wayne, M.D., P.S. in the amount of \$160,000  
**Approved Consent 6-0, Buchanan absent**
2. AB2019-025 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Whatcom Humane Society to extend the term of the Agreement to April 30, 2019  
**Approved Consent 6-0, Buchanan absent**
3. AB2019-081 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Office of Crime Victims Advocacy to increase advocacy for child victims of abuse or neglect in dependency Court Appointed Special Advocates program, in the amount of \$95,173.00  
**Approved Consent 6-0, Buchanan absent**
4. AB2019-068 Resolution to approve annual petition for refunds paid list consistent with RCW 84.69.020  
**Approved Consent 6-0, Buchanan absent**

### OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2019-033 Ordinance amending the 2019-2020 Whatcom County Budget, request no. 1, in the amount of \$778,500  
**Adopted 5-1, Byrd opposed, Buchanan absent**
2. AB2019-036 Ordinance amending Whatcom County Code 2.108, Bellingham-Whatcom County Commission Against Domestic Violence, expanding the scope of the Commission and referring to interlocal agreement with the City of Bellingham  
**Approved 6-0, Buchanan absent**
3. AB2019-040 Ordinance amending Whatcom County Code Chapter 2.128, Business and Commerce Advisory Committee, to add one additional member  
**Failed 3-2, Byrd and Brenner opposed, Donovan abstained, and Buchanan absent**



## **WHATCOM COUNTY COUNCIL ACTION TAKEN – January 29, 2019**

4. AB2019-082 Request for County Council to approve the Criminal Justice Treatment Account Plan  
**Approved 6-0, Buchanan absent**
5. AB2019-087 Request authorization for the County Executive to enter into an EDI Interlocal Loan and Grant Agreement between Whatcom County and Port of Bellingham in the amount of \$250,000  
**Held in Committee**
6. AB2019-089 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington State University to continue the jointly shared costs for faculty positions and program support for WSU Extension in the amount of \$215,951 for a total amended contract amount of \$1,999,276.90  
**Approved 6-0, Buchanan absent**
7. AB2019-037 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Bellingham regarding the City of Bellingham-Whatcom County Commission on Domestic & Sexual Violence  
**Approved 6-0, Buchanan absent**
8. AB2019-034 Resolution amending the 2019 Flood Control Zone District and Subzones Budget, request no. 1, in the amount of \$35,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)  
**Approved 5-1, Byrd opposed and Buchanan absent**
9. AB2019-049 Resolution cancelling uncollectible personal property taxes  
**Approved 6-0, Buchanan absent**
10. AB2019-108 Resolution allowing appointment of one Councilmember to serve as an optional alternate member of the Washington State Association of Counties Board of Directors (AB2019-108)  
**Approved 6-0, Buchanan absent.**

### **COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

1. AB2019-052 Appointments to fill vacancies on the Flood Control Zone District Advisory Committee - Applicants: Geographic Area - Dale Blok, Albert DeBoer, Scott Hulse, Kent Roorda. Special Districts - Ron Bronsema, Jeff DeJong. Impacted Cities - Kyle Christensen, John Perry. Council acting as the Whatcom County Flood Control Zone Board of Supervisors  
**Appointed: Geographic Area - Dale Blok, Albert DeBoer, Scott Hulse, Kent Roorda. Special Districts - Ron Bronsema, Jeff DeJong. Impacted Cities - Kyle Christensen, John Perry.**
2. AB2019-092 Appointment to fill vacancy on Portage Bay Shellfish Protection District Advisory Committee. Applicant: Alan Chapman  
**Appointed 6-0, Buchanan absent**
3. AB2019-093 Appointment to fill vacancy on the Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory Committee. Applicant: Jerry Juergens  
**Appointed 6-0, Buchanan absent**

### **EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

1. AB2019-086 County Executive Jack Louws requests confirmation of his new appointments and reappointments to Executive boards and committees; appointments to take effect on February 1, 2019  
**Confirmed 6-0, Buchanan absent**

### **INTRODUCTION ITEMS**

1. AB2019-073 Ordinance regarding temporary installation of stop signs on certain County roads  
**Introduced 6-0, Buchanan absent**
2. AB2019-074 Ordinance Establishing a Temporary Speed Limit Change for Birch Bay Drive  
**Introduced 6-0, Buchanan absent**
3. AB2019-075 Ordinance Establishing Temporary One-Way Traffic on Birch Bay Drive  
**Introduced 6-0, Buchanan absent**
4. AB2019-076 Ordinance Authorizing the Temporary Re-Opening of Cottonwood Drive at Morgan Drive to Vehicular Traffic  
**Introduced 6-0, Buchanan absent**
5. AB2019-018 Ordinance adopting various minor amendments to Whatcom County Code Titles 20 (Zoning), 21 (Land Division

## **WHATCOM COUNTY COUNCIL ACTION TAKEN – January 29, 2019**

Regulations), and 22 (Land Use and Development Procedures), making corrections, updates, and clarifications  
**Introduced 6-0, Buchanan absent**

### **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

(From Natural Resources Committee)

Discussion/Approval of Water Resources Inventory Area 1 Watershed Management Plan Update

**Motion carried 5-1, Brenner opposed and Buchanan absent, to recommend that the County Council support the vote of the Planning Unit at its last meeting on January 23, to send the letters and the catalog of materials to Ecology and State legislators.**

(From Special Committee of the Whole)

Resolution requesting the County Executive provide staff resources and funding to allow Cascadia Law Group to complete contract No. 201708008 related to legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA.

**Amended and approved 4-2, Brenner and Byrd opposed and Buchanan absent.**

### **ADJOURN**

The next regular Council meeting is scheduled for 7:00 p.m. Tuesday, February 12, 2019 in the Council Chambers, 311 Grand Avenue, Bellingham



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-087

---

<b>File ID:</b>	AB2019-087	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/17/2019	<b>Entered by:</b>	SMildner@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Agreement		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an EDI Interlocal Loan and Grant Agreement between Whatcom County and Port of Bellingham in the amount of \$250,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached memorandum

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:
01/29/2019		RECOMMENDED FOR AUTHORIZATION	
01/29/2019	Council Finance and Administrative Services Committee	HELD IN COMMITTEE	Council Finance and Administrative Services Committee
01/29/2019	Council	HELD IN COMMITTEE	Council Finance and Administrative Services Committee

---

**Attachments:** Executive memo 01-16-19.pdf, CIS and EDI Interlocal Agt.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

County Courthouse  
311 Grand Avenue, Suite #108  
Bellingham, WA 98225-4082



**Jack Louws**  
County Executive

**MEMORANDUM**

**TO:** Whatcom County Council members  
**FROM:** Jack Louws, County Executive  
**RE:** EDI Program - Interlocal Loan & Grant Agreement with  
The Port of Bellingham  
**DATE:** January 16, 2019

---

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

▪ **Background and Purpose**

On January 15, 2019, the Council adopted the EDI Board's recommendation to provide funding through the EDI Program for the Port of Bellingham's Walsh Marine Building Expansion project in Blaine, Washington.

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

▪ **Funding Amount and Source**

\$83,333.33 will be drawn from the EDI Program's grant program, followed by \$166,666.67 which will be drawn from the EDI Program's loan program. This program funding is derived from the Public Utilities Improvement Fund.

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

Enclosures

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201901010

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	EDI Program
Contract or Grant Administrator:	Suzanne Mildner
Contractor's / Agency Name:	Port of Bellingham

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

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

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

Is this contract grant funded?  
 Yes ☐    No ☒    If yes, Whatcom County grant contract number(s): \_\_\_\_\_

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

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>\$250,000.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
--	--

Summary of Scope: Interlocal Loan and Grant Agreement with the Port of Bellingham utilizing EDI Program funding (from the Public Utilities Improvement Fund) for use in the Port's Walsh Marine building expansion project.

Term of Contract: <u>10</u> years (loan)	Expiration Date: Estimated 12/31/2029
--	---------------------------------------

Contract Routing:	1. Prepared by: <u>sm</u>	Date: <u>1/10/19</u>
	2. Attorney signoff: <u>Christopher Quinn</u> <i>COQ</i>	Date: <u>1/11/2019</u>
	3. AS Finance reviewed: <u>M. Caldwell</u> <i>MC</i>	Date: <u>1/11/2019</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____ <i>✓</i>	Date: <u>1-17-19</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



**Economic Development Investment Program  
Interlocal Loan & Grant Agreement**

**I PARTIES**

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

**II TERM**

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

**III PURPOSE**

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

**IV RECITALS**

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

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

B. The Port will construct the Project. The Project will be partially funded by a **\$166,666.67 loan from the Whatcom County Public Utilities Improvement Fund, a \$83,333.33 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Project will be funded by the Port of Bellingham, as outlined in Attachment C. The Project improvements, when complete, will be owned and maintained by Port of Bellingham.

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

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

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

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

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

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a loan in the amount of \$166,666.67 and a grant in the amount of \$83,333.33, for a total of \$250,000. A copy of the EDI application for this project is attached by reference to this Agreement.

H. The Whatcom County Council reviewed the recommendation, and approved a loan to the Port from the Public Utilities Improvement Fund in the amount of \$166,666.67, and a grant to the Port from the Public Utilities Improvement Fund in the amount of \$83,333.33.

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

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

## **V MUTUAL CONSIDERATION**

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

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

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



project, if any of the aforementioned documents varies from those that were submitted with the Port's application for EDI funding.

- (ii) The Port shall be responsible for all aspects of the design and construction of the project.
- (iii) The Port shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The Port will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iv) The Port shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.
- (v) The Port shall repay the loan in full in accordance with the terms of Section V.C below and the amortization schedule set forth in Attachment A, attached hereto.

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

- (i) COUNTY LOAN—The County shall *loan* One Hundred Sixty-six Thousand, Six Hundred Sixty-seven Dollars and Sixty-seven Cents (\$166,667.67) for the Project described herein (the "Loan"). This Loan shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the Port, available upon written request after approval and execution of this agreement by the Whatcom County Council and the Port, and pursuant to the terms contained in (iii) Payout of Loan and Grant Funding.
- (ii) COUNTY GRANT—The County shall issue a *grant* to the Port for up to Eighty-three Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents (\$83,333.33) for the Project described herein. This grant shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the Port upon approval of this agreement by the Whatcom County Council and the Port, and pursuant to the terms contained in (iii), Payout of Loan and Grant Funding, below.
- (iii) PAYOUT OF LOAN AND GRANT FUNDING—The County shall pay out the loan and grant funding to the Port up to a maximum of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) of the total project costs. This amount shall be paid in accordance with Attachment B, attached hereto. Disbursements of grant and loan funding shall be made contingent upon and subject to the continued commitment of the other project funding sources.
- (iv) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The Port agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

C. REPAYMENT OF COUNTY LOAN—The Port shall repay the Loan as follows:

- (i) The term of the Loan shall be ten years, commencing from the date that the County disburses the Loan proceeds to the Port. Interest shall accrue on the

unpaid principal at a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.

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

## **VI RECORDS, REPORTS AND AUDITS**

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

## **VII RELATIONSHIP OF PARTIES AND AGENTS**

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

The Port represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall

not be employees of, or contractors with the County for purposes of the project described herein. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the Port in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

## **VIII      TERMINATION**

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

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

## **IX        COMPLIANCE WITH LAWS**

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

## **X         INTEREST OF MEMBERS OF THE COUNTY AND THE PORT**

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

## **XI        HOLD HARMLESS AND INDEMNITY**

To the extent permitted by law, the Port shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgments

which result from the activities to be performed by the Port, its agents, employees, or subcontractors pursuant to this Agreement.

## **XII ASSIGNABILITY**

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

## **XIII NON-WAIVER**

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

## **XIV CONTRACT MODIFICATIONS**

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

## **XV SEVERABILITY**

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

## **XVI NOTICES**

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

### **TO PORT:**

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

### **TO COUNTY:**

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

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

## **XVII INTEGRATION**

This Agreement contains all terms and conditions to which the County and the Port agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this loan and grant transaction. There are no other oral or written agreements between the Port and County as to the loan and grant terms contained herein. No changes or additions to this Agreement shall be valid or

binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

**XVIII GOVERNING LAW AND VENUE**

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

**XIX RECORDING**

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

\*\*\*\*\*

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

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, for the **PORT OF BELLINGHAM**:

\_\_\_\_\_  
Rob Fix, Executive Director

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF Whatcom     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared **ROB FIX**, to me known to be the **Executive Director** of the Port of Bellingham and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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



# ATTACHMENT A

## WHATCOM COUNTY EDI Loan-POB Walsh Marine-Blaine

Principal	\$166,667
Interest Rate	1.00%
Loan Term	10

#	Year	Beginning				
		Balance	Payment	Interest	Principal	Ending Balance
1	2020	\$166,667	\$17,597	\$1,667	\$15,930	\$150,737
2	2021	\$150,737	\$17,597	\$1,507	\$16,090	\$134,647
3	2022	\$134,647	\$17,597	\$1,346	\$16,251	\$118,396
4	2023	\$118,396	\$17,597	\$1,184	\$16,413	\$101,983
5	2024	\$101,983	\$17,597	\$1,020	\$16,577	\$85,406
6	2025	\$85,406	\$17,597	\$854	\$16,743	\$68,663
7	2026	\$68,663	\$17,597	\$687	\$16,910	\$51,753
8	2027	\$51,753	\$17,597	\$518	\$17,079	\$34,674
9	2028	\$34,674	\$17,597	\$347	\$17,250	\$17,424
10	2029	\$17,424	\$17,598	\$174	\$17,424	\$0
			<u>\$175,971</u>	<u>\$9,304</u>	<u>\$166,667</u>	

## Attachment B

### Port of Bellingham – Walsh Marine Building Project Loan and Grant Draw Down Requirements

The \$83,333.33 grant funding will be disbursed prior to any loan funding, as follows:

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

The \$166,666.67 loan will be disbursed as follows:

Following the disbursement of all grant funds, the loan funds will be made available for application to the project by warrant within 30 days of receipt of written request from Rob Fix, Executive Director of the Port of Bellingham, and sent to the Whatcom County Executive's office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. The request will include the full loan amount (\$166,666.67), and a reference to the contract number assigned to this Interlocal Agreement. Repayment of the loan will begin one year from the disbursement date and follow the schedule noted in Attachment A.

Interlocal Loan & Grant Agreement between  
Whatcom County and the Port of Bellingham



# Whatcom County Economic Development Investments Program

Application for Funding



Jack Louws, Whatcom County Executive

# Whatcom County Economic Development Investment (EDI) Program

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

## Preliminary Information and Application

*Note: The intent of this Program is to be consistent with State law, RCW 82.14.370*

1. **Who is eligible to apply:** Local general or special-purpose governments and higher education.
2. **What projects are covered:** Construction of publically-owned infrastructure, facilities, and related improvements, which enable or encourage the creation or retention of private sector businesses and jobs in Whatcom County consistent with EDI Program Policy Objectives.
3. **What activities are fundable:** New construction, refurbishment, replacement, rehabilitation, renovation or repair. Demolition is allowable if tied to construction. Soft costs allowed within scope of construction budget. No land acquisition except right-of-way included in a construction project.
4. **What can you use the funds for:** Transportation (roads, bridges, rail), utility services (water, sewer, storm, energy, telecom) and public buildings or structures.
5. **Other Limitations:** Planning/feasibility only projects are not eligible. Minimum local match is 10% of EDI request. EDI Board will make recommendations to the County Council which makes the final decision.

### Preferential Project Types

**First Preference – “JOBS IN HAND PROJECTS”** – These types of projects will allow for the immediate creation and/or retention of jobs by providing public infrastructure that directly supports jobs. A perfect example would be a private business that will build or move into a facility and hire employees if a road is built or if water/sewer lines are extended to the site. These types of proposals would include a commitment by the private sector employer to create jobs and provide private investment.

**Second Preference – “BUILD IT AND JOBS WILL COME PROJECTS”** – These types of projects will construct public infrastructure but are not associated with a specific commitment from a private business to locate and/or create jobs. A perfect example would be the construction of roads and utility infrastructure to serve a new business park that would benefit multiple businesses.

**Third Preference – COMMUNITY ENHANCEMENT PROJECTS** – These types of projects generally improve the physical appearance or create community assets to enhance the business climate. Examples would be boardwalk, streetscaping, downtown structures, and other publicly-owned facilities that make a community or region more attractive to existing or future businesses.

## Whatcom County Economic Development Investment (EDI) Program

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

### Preferential Project Terms

**First Preference – EDI LOAN** – Due to the preferred revolving nature of EDI funds, proposals that are loan only will receive higher scoring. Loan terms and interest rate structure matches the Public Works Trust Fund program. The county will maintain discretion to modify such as including a deferral period.

**Second Preference – LOAN/GRANT COMBINATION** – The preferred combination of grant funds and loan funds is 1/3 grant, 2/3 loan.

**Third Preference – EDI GRANT** – Due to the “one-shot” nature of grants, projects of equal scoring requesting a grant only will be scored lower than another similar project requesting a loan/grant mix.

### Preferential\* Project Amounts (Guidelines)

**JOBS IN HAND PROJECTS** - \$1,000,000 limit if grant only. \$2,000,000 limit if combination of grant and loan. \$3,000,000 limit if loan only.

**BUILD IT AND JOBS WILL COME PROJECTS** - \$500,000 limit if grant only. \$1,000,000 limit if combination of grant and loan. \$1,500,000 limit if loan only.

**COMMUNITY ENHANCEMENT PROJECTS** - \$250,000 limit if grant only. \$500,000 limit if combination of grant and loan. \$750,000 limit if loan only.

\*Based on compelling reasons, the EDI Board and County Council may consider exceptions.

### Past Performance

Have you received EDI Program funding in the past? ☒ Yes; ☐ No

If yes, provide project name and EDI grant/loan awarded:

Wood Stone \$500,000 loan; Index Industries \$500,000 loan/\$200,000 grant; All American Marine Expansion Project \$2M loan/\$1M grant; “C” Street Terminal \$2M loan/\$1M grant.

If yes, EDI Program staff and/or the EDI Board may conduct an audit to review performance measures against projected outcomes, such as job creation projections.

Has your jurisdiction received any audit findings from the Washington State Auditor in the past 10 years?

☐ Yes; ☒ No. If yes, provide details:

---

---

**Whatcom County Economic Development Investment (EDI) Program**  
*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

## THRESHOLD PROJECT CRITERIA

### *Evidence of Planning*

YES    NO

  X   \_\_\_\_\_  
  X   \_\_\_\_\_  
  X   \_\_\_\_\_

Project included on an adopted regional economic strategy ("CEDS" list).

Project included in the applicant's Comprehensive Plan.

Project included in the applicant's Capital Expenditure Plan or adopted budget.

COMMENTS: The project is listed under the 2018 CEDS (Port of Bellingham, Blaine Wharf District Marine), 2007 Blaine Wharf District Master Plan (Shipyard Industrial Area) and in the Port's 2018 Capital budget.

## THRESHOLD PROJECT SCORING

POINTS

### *Preferential Project Type*

  10  

       Jobs In Hand *10 points*

       Build It And Jobs Will Come *5 points*

       Community Enhancement *2 points*

      5  

### *Preferential Project Terms*

       Loan Only *10 points*

       Loan/Grant *5 points*

       Grant Only *2 points*

      5  

### *Preferential Project Amounts*

       Within Dollar Limits *5 points*

       Outside Preferred Dollar Limits *0 points*

      20  

TOTAL POINTS

**To proceed to other parts of the application and to receive EDI Board review, a proposed project must score 10 or more points on the above section.**

**Whatcom County Economic Development Investment (EDI) Program**  
*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

**PROJECT APPLICANT**

Applicant Name: Port of Bellingham

Applicant Address: 1801 Roeder Avenue, Bellingham, WA 98225

Applicant Contact Person: Brady Scott

Applicant Email and Phone Number: Bradys@portofbellingham.com 360-676-2500

**PROJECT TITLE**

Walsh Marine Building, Blaine Marine Industrial Area

**PROJECT AMOUNT REQUESTED**

\$ 250,000 EDI TOTAL - (Loan: \$ 166,666.66; Grant: \$ 83,333.33)

\$ 293,700 Local Match - (10% of EDI request minimum)

**PROJECT TYPE**

X Jobs In Hand             Build It And Jobs Will Come             Community Enhancement

**PROJECT TERMS**

       Loan Only      X Grant/Loan             Grant Only      If a loan, term requested: 20 (years)

**PROJECT LOCATION:** 218 McMillan Drive, Blaine, WA 98230

## Whatcom County Economic Development Investment (EDI) Program

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

### PROJECT DESCRIPTION

(one page limit)

The Walsh Marine Building Project located at the Blaine Marine Industrial Area will provide the necessary infrastructure upgrades and facilities to allow the Walsh Marine Boatyard, owned and operated by Norm Walsh, to remain economically viable and provide increased services beyond its current capacity.

The project involves the construction of a 2,240 square foot pre-fabricated partially insulated building for use on the Walsh Marine leasehold in conjunction with their boatyard operations. The building will include an open bay, machine shop, wood shop, tool room, office and bathroom on the ground level, with a parts department and lunchroom on the mezzanine level and a storage loft above the machine and wood shop space. The open bay area will have high ceilings and will provide indoor space for small boats to be worked on. The conceptual design and layout of the building was developed by Norm Walsh owner and operator of Walsh Marine in order to provide a base of operations to efficiently manage the boatyard.

Walsh Marine is the only boatyard in Blaine that can handle large vessels and has a loyal customer base of commercial and recreational vessels, both large and small. Walsh Marine is also one of the few remaining boatyards that uses a marine railway system to haul and launch vessels, which is a preferred method for certain older and wooden vessels. In conjunction with the marine railway, the boat yard is equipped with a side rail system to move vessels off the main rails to be worked on while keeping the marine railway in use, thus increasing the capacity of the yard. Walsh Marine also uses a travel lift to haul and launch smaller vessels. Walsh Marine has been operating at the site since 2011 and the owner, Norm Walsh, is a second generation shipwright who has spent most of his life in the boatyard industry.

In 2010, a shop building previously on site was demolished and the side rail area was covered with a large tent structure to provide a covered work area. Since 2011, when Walsh Marine took over management of the boatyard, the boatyard has operated out of a temporary office trailer, two webblockers, several containers and under the large tent structure originally designed to shelter the side rail system, the latter making the side rail system nonfunctional. These temporary facilities no longer effectively serve the boatyard: the temporary office trailer is deteriorating, the tent facility has been damaged beyond repair by storms and is scheduled for removal, and the webblocker is being demolished and rebuilt in another location. Due to the condition of the tent, Walsh Marine is currently operating outside in all weather conditions. This new building facility will: (i) replace and consolidate these existing facilities, (ii) provide dry and sheltered space for boatyard work, (iii) allow the shipyard to be operated more efficiently, and (iv) allow the side rail system to be put back into productive use.

Walsh Marine has also indicated an interest to expand their leasehold into property where the webhouse is currently located and being demolished. The site is also scheduled for environmental remediation due to legacy contamination in portion of the site. This new building facility is a necessary precursor to expansion of the boatyard and will help facilitate further economic development at the Blaine Marine Industrial Area. Furthermore, being outside the environmental remediation area will serve as a productive work area during cleanup.

This project retains and grows a key marine trades employer in Blaine and, as a "jobs-in-hand" project, is an optimal use of EDI funds.

## Whatcom County Economic Development Investment (EDI) Program

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

### BASIC PROJECT INFORMATION

1. Complete the public project budget and status of funds below. If EDI funds are approved is funding 100% complete? X Yes; \_\_\_ No

The Port will use \$293,700 of its capital budget and \$250,000 in EDI grant/loan funds to complete the project. 54% of the project to be funded by the Port, 15% by EDI grant and 31% by EDI loan.

<u>Funding Source</u>	<u>Amount</u>	<u>Planned/Applied For</u>		<u>Secured</u>	
Federal Dollars	\$ _____	Yes ___	No ___	Yes ___	No ___
State Dollars	\$ _____	Yes ___	No ___	Yes ___	No ___
Local Dollars	\$ 293,700.00	Yes <u>X</u>	No ___	Yes <u>X</u>	No ___
EDI Funding	\$ 250,000.00	Yes <u>X</u>	No ___	Yes ___	No <u>X</u>
TOTAL	\$ 543,700.00				

2. Describe the amount of outside (private) funding committed to the project (eg. Plant and equipment).

Walsh Marine will be moving existing boat yard equipment valued at approximately \$20,000 into the facility. This equipment consists of a variety of different items such as bandsaws, table saws, floor planer, lathe, milling machine, floor press, hydraulic hose presses, pipe threading machines, welding machines, plasma cutters, portable touch sets, drill press, eye wash station and compressors. Walsh Marine will also be moving office equipment, shelving and storage bins into the building valued at approximately \$3,000. Additionally, Walsh Marine will be investing approximately \$5,000 in new inventory to increase its parts department and as a basis to start a small marine chandlery. In addition, Walsh Marine will be paying rent under the terms and condition of the Lease, including rent for the new building improvement.

3. Describe the public infrastructure being proposed. Include engineering estimates and a site map detailing the proposed improvements as Attachments A and B.

The project involves the construction of a 2,240 square foot pre-fabricated partially insulated building for use on the Walsh Marine leasehold in conjunction with their boatyard operations. The building will include an open bay, machine shop, wood shop, tool room, office and bathroom on the ground level, with a parts department and lunchroom on the mezzanine level and a storage loft above the machine and wood shop space. The open bay area will have high ceilings and will provide indoor space for small boats to be worked on. The engineering estimate, included as Attachment A, is \$543,700. A site map showing the proposed improvement is included as Attachment B.

4. Describe how these improvements will enhance or encourage community vitality and stimulate other private development in the area.

The project will allow a small boatyard to remain in Blaine and provides much needed upgrades to its infrastructure. Walsh Marine has been operating at the site since 2011. Walsh has been operating in harsh conditions as the existing tent structure was damaged beyond repair in winter storms. Walsh Marine has been operating the boatyard exposed to the elements and this project would allow a number of activities to be housed under one roof and away from the elements, increasing employee efficiency and decreasing the environmental impact to the site and adjoining areas.

## Whatcom County Economic Development Investment (EDI) Program

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

This project is part of the Port's development of the industrial area in Blaine, which includes environmental cleanup and site redevelopment. Separate projects are underway that will demolish old buildings and open up the site for Walsh Marine to expand and new business to be co-located. The Port has already received interest from other marine business about the future potential of the area and once the work is complete anticipates increased marine activity in the Blaine Marina industrial area. The increase in marine activity and development would not be possible without completing this project and the corresponding new site layout.

5. List all permits and environmental reviews required for the public project and detail their status (completed, in-process, etc.)

	In Process	Date Completed
Preliminary Engineering		June 2018
Environmental Review	X	
Design Engineering	X	
Right-of-Way	N/A	
Construction Permits	X	
Environmental Permits	X	
Bid Documents	X	
Award Construction Contract		
Begin Construction		
Project Operational		

6. Are any other public jurisdictions involved in this project? If so, in what way?

City of Blaine – SEPA review, shoreline, building, mechanical and electrical permits

7. Who will maintain the public facility/infrastructure to be completed with EDI funds? Will this project impact utility rates within the jurisdiction?

The Port will own the building which will be authorized for use by Walsh Marine through a lease agreement. As a condition of the lease, Walsh Marine will be responsible for ongoing operations and maintenance of the facility. Utility rates will not be affected.

8. Will this project directly generate a revenue stream that could be used to repay an EDI loan? Will this project spur indirect revenues that could be used to repay an EDI loan? If no to either question – why?

Yes, The Port lease with Walsh Marine and rental stream generated from other Port real estate will secure the repayment of the \$166,666.66 loan. The Port will repay the EDI loan over 20 years. The project does not spur indirect revenues for repayment.

9. What other revenue sources are available for this project and have they been considered. This includes forming a Local Improvement District (LID or ULID), issuing Councilmanic Bonds, Revenue Bonds, or other source(s).

The Port will be paying for the balance of the project costs from its capital funds. Tenant lease revenue and funds generated by the real estate division will provide debt service.



## Whatcom County Economic Development Investment (EDI) Program

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

10. Describe the private development project that will be supported by this public facility project. If there is a committed private sector partner include Contingency Agreement (Attachment C).

Walsh Marine has been operating a boat yard in Blaine since 2011. Prior to forming Walsh Marine, Norm Walsh, worked for many years with Westman Marine at the same site. Upon the closure of Westman Marine in 2010 Norm formed Walsh Marine to continue operations at the boatyard. Walsh Marine currently employs 4 full time staff. Walsh Marine offers painting, carpentry and fiberglass repair, welding and vessel construction services. Walsh Marine has been operating out of a mobile office trailer, a tent structure and storage in two of the Port's webblockers. Over the years, winter storms have badly damaged the current tent structure at the site and the tent no longer provides protection from the elements. The new Pre-Fab building will consolidate these activities under one roof and provide for a dry protected environment for boatyard activities.

11. Explain why the private development requires the proposed public improvement(s).

Over the years, winter storms have badly damaged the current tent structure at the site and the tent no longer provides protection from the elements. The new building will consolidate these activities under one roof and provide for a dry protected environment for boatyard activities. The Port will be demolishing its current webblocker building which is adjoining the Walsh leasehold. Removal of the webblocker building allows for Walsh Marine to expand and the new building will be located for optimal utilization of the site. The project, including the webblocker demolition, and environmental cleanup are all part of the industrial are redevelopment and necessitate public improvements.

12. What is the status of the associated private development review and permits? List all permits required and give the current status (applied for, being reviewed, issued).

	In Process	Date Completed
Environmental Review	<u>N/A</u>	
Construction Permits	<u>N/A</u>	
Environmental Permits	<u>N/A</u>	

## Whatcom County Economic Development Investment (EDI) Program

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

13. Describe the type of industry or economic activity the public development will attract. What is the strategy to attract industry to the project site?

This is a "Jobs in Hand" project. Construction of the new Pre-Fab building will directly support existing jobs at Walsh Marine and allow for the addition of new hires.

14. List the number of projected jobs, by type, to be retained and/or created by the private entity.

Occupation	Current Jobs Retained** (In FTEs)	# Of Jobs Created Year 1 (In FTEs)	# Of Jobs Created by Year 5 (In FTEs)	Hourly Wage of current or new position	Local Occupational Hourly Wages***
Mgmt./Admin*	1.5			\$23-25	N/A
Technical/Prof					
Office/Clerical					
Production					
Sales					
Skilled Crafts	2.5	2.5	2.5	\$18 to 25	
Others					
Totals	4.0	2.5	2.5	N/A	N/A

\* Indicate Management positions in annual salary.

\*\* Retained jobs are defined as jobs that would otherwise be lost from the county without this project.

\*\*\* This column will be populated with data from the state before application is distributed and revised annually.

- a. Projected annual gross payroll for all job classifications. Approximately \$390,000 (with addition of new jobs)
- b. Describe fringe benefits the company offers to regular full time employees? (health insurance, retirement plans, etc.) None currently; five-year goal is to offer health insurance and vacation time to regular full time employees.

15. How does this project support the economy of Whatcom County and how does it fit into a county-wide economic development strategy?

Marine Trades is a target section in the Port's countywide development strategy. From a manufacturing and business operations perspective, Bellingham, Blaine and the region has served as a home to boat and ship building and repair companies for more than 100 years. There has been a boatyard in Blaine at the Walsh Marine site since the early 1950's. The community has long-established and newer companies providing a network of local suppliers, repair shops and experienced and skilled workforce. The Port of Bellingham uniquely provides maritime real estate and marina space and economic development support.

## Whatcom County Economic Development Investment (EDI) Program

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

16. What will the effect of this project be on the natural environment – does the project address any issues related to public health, pollution, or quality of life?

The new building will allow Walsh Marine to perform some of its waste generating activities such as sanding and painting in a controlled environment. The new building will allow Wash Marine to better control the waste generated and prevent any runoff from entering Blaine Harbor. The building will be semi insulated providing for a better work environment and will be utilizing LED lighting to lower power consumption.

17. Does this project address any existing issues related to public safety and/or does it increase public safety in the future or address a potential future public safety issue?

Removal of the tent, mobile office and the Port's weblocker building will allow for site reconfiguration which will improve access to/from and around the boatyard. The building will provide for a better work environment for Wash Marine's employees and customers. The project is being coordinated with the Ports environmental cleanup of the area which will benefit from the new site layout.

18. Describe specific quantifiable measures of the outcomes, other than purely jobs, that will demonstrate project success. Describe how you will measure this and explain what you expect to show as progress toward the outcome.

With an office and work building Walsh Marine will increase its business activity. The overall site will benefit by deconstructing the tent and mobile office and consolidating its activities under one roof. Success will be evidenced by more efficient and harmonious activity within the Boatyard.

### Application for Funding – Certification

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO WHATCOM COUNTY FOR INVESTMENTS IN ECONOMIC DEVELOPMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of Responsible Public Official:



Date

7/17/18

# Whatcom County Economic Development Investment (EDI) Program

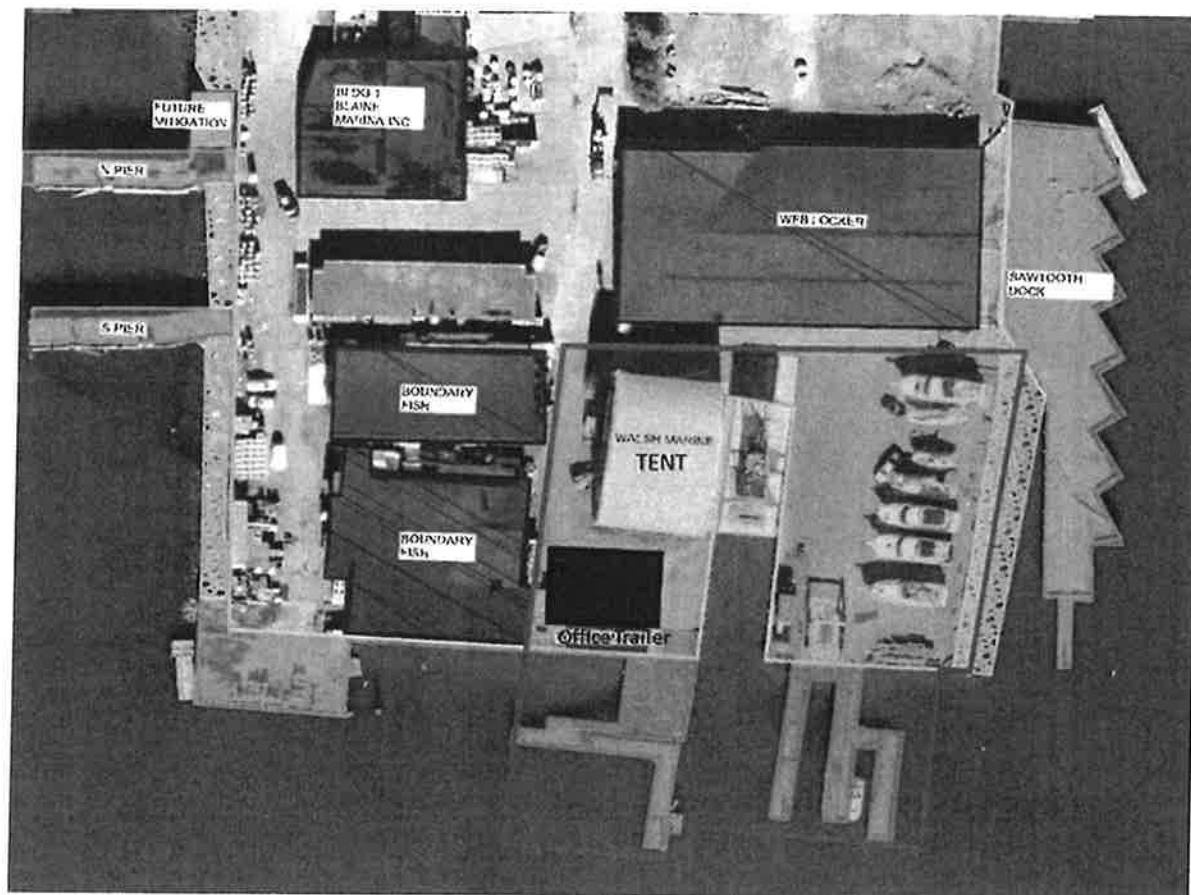
*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

## Attachment A

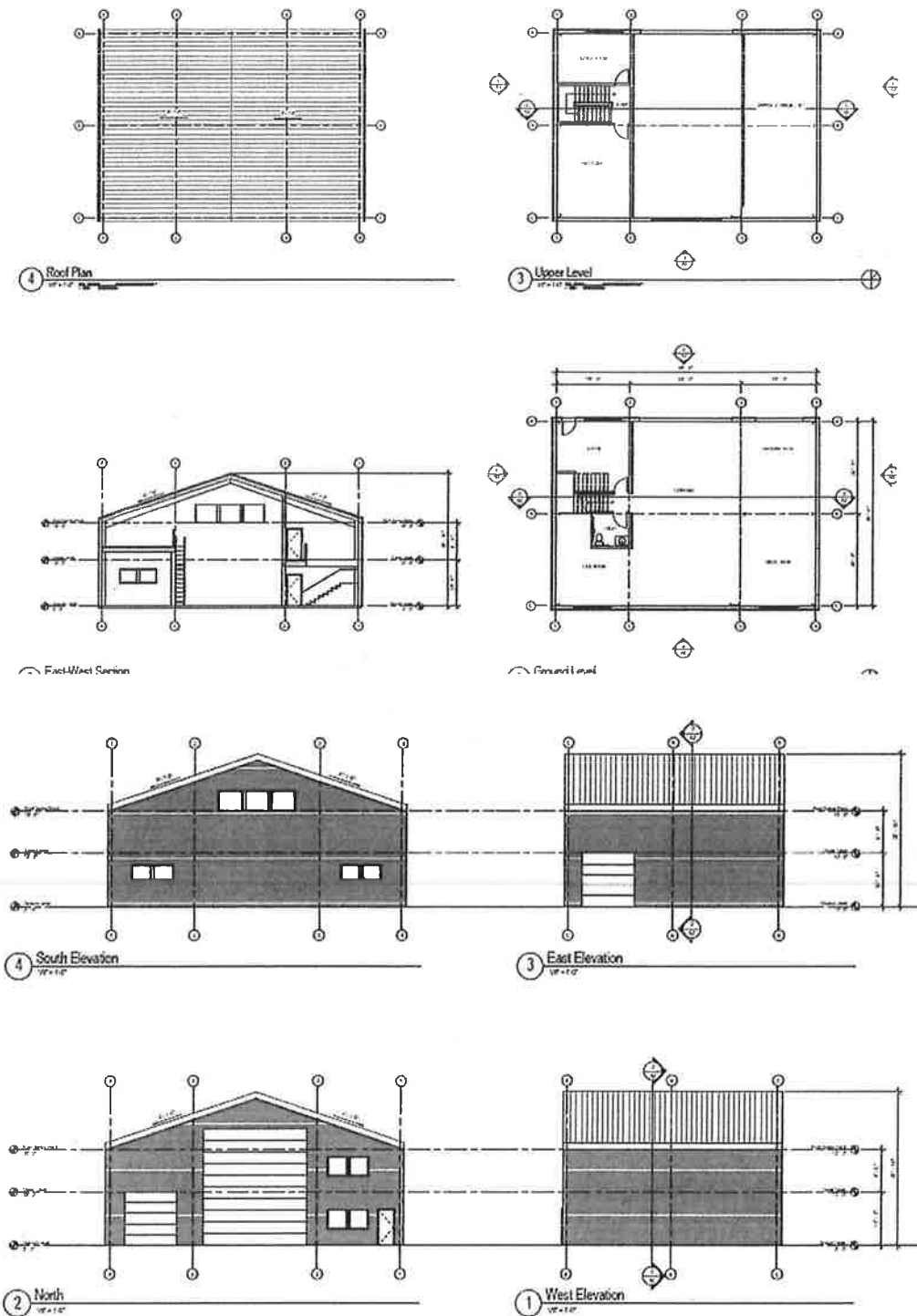
Hard Costs	Qty	Unit Cost	Total
Building (40'X56' - 18'-20' Walls)	2,240 sf	\$ 100	224,000
Insulation & Sheathing*	3,600 sf	\$ 8	28,800
Mezzanines	1,300 sf	\$ 40	52,000
Office & Lunch Room	350 sf	\$ 30	10,500
Stairs	1 ea	\$ 5,000	5,000
MEP	2,240 sf	\$ 17	38,100
Elec. Service Allowance	1 ea		10,000
Total			\$ 368,400
Contractor's Fee - 12%			44,200
Subtotal			\$ 412,600
Soft Costs			
Blaine Sales Tax	8.7%		35,900
A / E Fees**	7%		28,900
Port Admin Costs			10,000
Permit Fees (Estimate)			15,000
Construction Contingency	10%		41,300
			\$ 131,100
Combined Hard & Soft Costs			\$ 543,700

**Whatcom County Economic Development Investment (EDI) Program**  
*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

Attachment B



# **Whatcom County Economic Development Investment (EDI) Program** *Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-105

---

<b>File ID:</b>	AB2019-105	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/25/2019	<b>Entered by:</b>	RKlein@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract (WCFCZDBS)		

**First Assigned to:** Council Finance and Administrative Services Committee

**Agenda Date:** 02/12/2019      **Next Mtg. Date:**      **Hearing Date:**

---

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County Flood Control Zone and the City of Bellingham for management and operation of the joint City-County aquatic invasive species (AIS) boat inspection program at Lakes Whatcom and Samish, in the amount of \$123,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works staff will present an interlocal agreement with the City of Bellingham in which the City will manage the AIS Watercraft Inspection Program for Lakes Whatcom and Samish under a joint City-County AIS Program. The City will schedule and staff outreach and inspection activities and other related events at locations throughout the county.

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** Interlocal Agreement between WCFCZD and COB-Aquatic Invasive Species Program.pdf, Memorandum 013119

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Natural Resources/Aquatic Invasive Species 907010
Contract or Grant Administrator:	Gary Stoyka
Contractor's / Agency Name:	City of Bellingham
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: 169120	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 123,000.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: The City of Bellingham will manage the AIS Watercraft Inspection Program for Lakes Whatcom and Samish under a joint City-County AIS Program. The City will schedule and staff outreach and inspection activities and other related events at locations throughout the county.	
Term of Contract:	Expiration Date: Upon 60 days notice

Contract Routing:	1. Prepared by: Gary S Stoyka	Date: 1/15/19
	2. Attorney signoff: Christopher Quinn	Date: 1/17/19
	3. AS Finance reviewed: M Caldwell	Date: 1/15/19
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____



**INTERLOCAL AGREEMENT BETWEEN  
WHATCOM COUNTY AND THE CITY OF BELLINGHAM FOR  
AQUATIC INVASIVE SPECIES PROGRAM COORDINATION**

**WHEREAS**, the City of Bellingham (City) and Whatcom County (County) have a mutual interest in protecting water resources in the Lake Whatcom and Lake Samish Watersheds; and

**WHEREAS**, Aquatic Invasive Species (AIS) are capable of impacting water quality, recreational use, public and private water supply systems, and the aquatic ecology of Lake Whatcom and Lake Samish; and

**WHEREAS**, the City and the County have committed resources to addressing AIS issues in Lake Whatcom and Lake Samish; and

**WHEREAS**, the risk of AIS introductions into Lake Whatcom and Lake Samish can be reduced by education of watercraft users and inspection of watercraft prior to launching; and

**WHEREAS**, the City and the County each have agreed to incur separate AIS program costs that are not included in this Agreement; and

**WHEREAS**, a coordinated effort to efficiently provide boat inspection and outreach services, including a sharing of some program costs, is needed to prevent the introduction of AIS into Lake Whatcom and Lake Samish.

**NOW, THEREFORE**, Whatcom County and the City of Bellingham agree as follows:

**1. SCOPE OF WORK**

**Task 1 - Administration:** The City will manage the AIS watercraft inspection program on behalf of the City and County.

**Task 2 – Outreach:** The City will schedule and staff education, outreach and inspection activities, and other related events, at mutually agreed locations in Whatcom County.

**Task 3 – Reporting:** Periodic reports of the program's status will be provided to the County.

## **2. TERM**

(a) This agreement shall be effective January 1, 2019 and shall be automatically renewed unless cancelled in writing by either party within 60 days of its anniversary date.

(b) This Agreement may be terminated for convenience by either party after giving of ninety (90) days written notice to the other party whereupon payment for time and effort expended up to and including the date of termination shall be paid in full.

(c) This agreement may be terminated for cause by either party after giving the defaulting party thirty (30) days written notice of default and an opportunity to cure.

## **3. PAYMENT**

(a) As compensation for the services specified in the Scope of Work, the County shall reimburse the City for two-fifths (2/5) of the actual labor, equipment, and material expenses incurred for the AIS program, up to the maximum amounts shown in Section 3 (b). The following City expenses are eligible for reimbursement:

1. Inspector and Outreach Labor Costs
2. AIS Coordinator Labor Costs
3. Early Detection Monitoring Costs
4. Lake Risk Assessment Costs
5. Education and Outreach Costs
6. Associated Equipment and Supply Costs

(b) In recognition of the ongoing increases in program costs (notably in the cost of labor and benefits), and the evolving nature of new programs such as AIS, the parties agree to add an 8% inflationary factor to the Annual Compensation amount starting January 1, 2020 and going through three years and ending December 31, 2022. Beginning in 2023, the inflationary factor will be 5% per year. For clarity, the actual Annual Compensation amounts will be the amount of actual expenses up to the maximum annual amounts as follows:



2019: \$123,000  
2020: \$123,000 plus 8% = \$132,840  
2021: \$132,840 plus 8% = \$143,467  
2022: \$143,467 plus 8% = \$154,944  
2023: \$154,944 plus 5% = \$162,691

After 2023: 5% annual increase in maximum annual amount

The maximum yearly amounts shown above may not be exceeded unless agreed to in writing by each party.

- (c) Payments to the City will be made quarterly based on invoices submitted to the County.
- (d) The County shall promptly review and process invoices in accordance with its usual procedures.
- (e) A short program update shall accompany each invoice.

#### **4. PERSONS RESPONSIBLE FOR ADMINISTRATION OF THE AGREEMENT**

The persons responsible for administration of this Agreement shall be:

Clare Fogelsong  
Natural Resources Policy Manager  
Public Works Department  
City of Bellingham  
2200 Nevada Street  
Bellingham, WA 98229  
Phone: (360) 778-7965  
Fax: (360) 778-7801

Gary Stoyka  
Natural Resources Manager  
Public Works Department  
Whatcom County  
322 N. Commercial St., Ste 110  
Bellingham, WA 98225  
Phone: (360) 778-6218  
Fax: (360) 778-6231

#### **5. LEGAL RELATIONS**

In performing the services outlined in this Agreement, neither party is acting as the agent or employee of the other; rather, each party is acting as an independent contractor. Each party agrees to defend, indemnify, and hold harmless as to all claims for damages arising out of activities it undertakes arising out of this Agreement.

#### **6. LIABILITY**

The City agrees to release, defend and indemnify the County from any claims, damages or liabilities arising out of the acts or omissions of the City, its staff members and its contractors in the performance of this Agreement. Likewise, the County agrees to defend and indemnify the City from any claims, damages or liabilities arising out of the acts or omissions of the County, its staff members and its contractors in the performance of this Agreement.

## **7. MODIFICATIONS**

The terms of this Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

## **8. APPLICABLE LAW**

In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and the venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.

## **9. SEVERABILITY**

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

## **10. 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.

## **11. RECORDATION**

Upon execution of this Agreement, the County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019 for **WHATCOM COUNTY:**

---

Jack Louws  
County Executive

**DEPARTMENTAL APPROVAL:**

---

Jon Hutchings  
Public Works Director

**APPROVED AS TO FORM:**



---

Christopher Quinn  
Prosecuting Attorney's Office

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019 for **CITY OF BELLINGHAM:**

**ATTEST:**

\_\_\_\_\_  
Kelli Linville  
Mayor

**DEPARTMENTAL APPROVAL:**

\_\_\_\_\_  
Ted Carlson  
Director

\_\_\_\_\_  
Finance Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney



**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings  
Director**





**NATURAL RESOURCES**

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

**MEMORANDUM**

**TO:** The Honorable Jack Louws, Whatcom County Executive  
Honorable Whatcom County Flood Control Zone District Board of Supervisors

**THROUGH:** Jon Hutchings, Public Works Director 

**FROM:** Gary Stoyka, Natural Resources Manager 

**DATE:** January 31, 2019

**RE:** Interlocal Agreement between Whatcom County Flood Control Zone District and the City of Bellingham: Aquatic Invasive Species Program

---

**Requested Action**

Enclosed are two (2) originals of an Interlocal Agreement between Whatcom County and the City of Bellingham for your review and signature for implementation of a joint Aquatic Invasive Species (AIS) program. Public Works respectfully requests that the County Executive, acting for the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors, execute the attached agreement.

**Background and Purpose**

The AIS program is part of the overall Lake Whatcom Management Program, which is a cooperative effort of the FCZD, Whatcom County, the City of Bellingham, and the Lake Whatcom Water and Sewer District. The Public Works Department has been working with the City of Bellingham to coordinate efforts to provide boat inspections services and outreach to watercraft users as part of the AIS Program. Under this Interlocal Agreement, the FCZD will reimburse the City for managing and operating the AIS Watercraft Inspection Program. The City will also coordinate education and outreach activities throughout the County.

**Funding Amount and Source**

FCZD jointly funds the AIS program with the City of Bellingham and the Lake Whatcom Water and Sewer District with a goal that the City and FCZD each contribute 40% of the funding and the District contributing 20%. The City has experienced cost increases over the past several years and has not passed those increases along to the FCZD and District, resulting in the proportion of the program being paid for by the City increasing above their 40% goal. The proposed maximum amount under this contract for 2019 shall not exceed \$123,000 which is the same rate the FCZD paid in 2017 and 2018. This agreement has maximum compensation rate increases of 8% for each of the following three years (2020-2022). These increases are intended to incrementally get the FCZD back up to its 40% funding goal by 2022. Thereafter, total compensation shall increase by 5% per calendar year, which is the annual anticipated cost increase per year for the foreseeable future. These rate increases are annual contract maximums. The actual amount of payment will be no more than 40% of the total annual costs incurred. The City is also entering into a new Interlocal Agreement with the District to incrementally get their contribution to their 20% funding goal.

Funding for 2019 is provided in the Natural Resources Program budget (Fund 169120). Funding for future years will be included in future annual budgets.

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

Encl.





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-107

---

<b>File ID:</b>	AB2019-107	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/29/2019	<b>Entered by:</b>	LCumming@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract (WCFCZDBS)		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### TITLE FOR AGENDA ITEM:

Request Authorization for the County Executive to enter in to a cooperative agreement between The United States of America Army Corps of Engineers and Whatcom County Flood Control Zone District for rehabilitation of a non-federal flood control work in the amount of \$453,100 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The cooperation agreement provides for the US Army Corps of Engineers to repair the Hannegan Levee along the left bank of the Nooksack River near Lynden under an 80/20 cost-share, with the Flood Control Zone District providing a 20% match. The Lynden Everson Subzone will be contributing towards this match. See attachment

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** Memo and CIS-Hannegan Levee Rehabilitation Project-Cooperation Agreement Job No. NSK-02-18.pdf, Hannegan Levee Rehabilitation Project-Cooperation Agreement Job No. NSK-02-18.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

JON HUTCHINGS  
DIRECTOR



RIVER AND FLOOD  
322 N. Commercial Street, Suite 120  
Bellingham, WA 98225-4042  
Phone: (360) 778-6230  
Fax: (360) 778-6231  
[www.whatcomcounty.us](http://www.whatcomcounty.us)

## MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director *[Signature]*

FROM: Paula J. Harris, P.E., River and Flood Manager *[Signature]*  
Gary Stoyka, Natural Resources Manager *[Signature]*

RE: Hannegan Levee Rehabilitation Project – Cooperation Agreement, Job No. NSK-02-18

DATE: January 25, 2019

---

Enclosed please find four (4) originals a Cooperation Agreement between the Flood Control Zone District (FCZD) and the US Army Corps of Engineers (USACE) for your review and signature.

### Requested Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the FCZD Board of Supervisors, enter into a cooperative agreement for repairs to the Hannegan levee along the left bank of the Nooksack River.

### Background and Purpose

As a result of high water events over the past few years, approximately 300 linear feet of damage has occurred to the levee prism along the left bank of the Hannegan levee near the town of Lynden. The damage sustained resulted in scour of the levee slope and toe, including loss of embankment material. The Hannegan levee provides a 100-year level of protection in an undamaged condition and protects the only intake structure for the City of Lynden's water supply, along with approximately 30 residences, various storage buildings/barns and extensive agricultural land.

### Funding Amount and Source

The total construction cost is estimated at \$453,100, of which 80% or \$362,480 will be funded by the USACE, and 20% or \$90,620 is the responsibility of the local sponsor. The repair work is within the Lynden Everson (L/E) Subzone; applying the FCZD Construction Cost-Share Program 70/30 cost-share to the local sponsor contribution results in a FCZD share of \$63,434, and a LE Subzone share of \$27,186. The Flood Control Works Agreement with the L/E Subzone will be executed separately. The budget authority for this expenditure is included in the adopted 2019 budget for the FCZD.

Please contact Paula Harris at extension 6285 if you have any questions or concerns.

Encl.



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. \_\_\_\_\_

Originating Department:		Public Works	
Division/Program: (i.e. Dept. Division and Program)		River & Flood 9075/Flood Control 907545	
Contract or Grant Administrator:		Paula Harris	
Contractor's / Agency Name:		US Army Corps of Engineers (USACE)	
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____			
Already approved? Council Approved Date: _____		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, RFP and Bid number(s): _____	
		Contract Cost Center: 718006	
Is this agreement excluded from E-Verify?    No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.			
<input type="checkbox"/> Contract work is for less than 120 days.			
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).			
<input type="checkbox"/> Work related subcontract less than \$25,000.			
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 453,100		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$ _____			
Total Amended Amount: \$ _____			
Summary of Scope: This cooperation agreement provides for the US Army Corps of Engineers (USACE) to repair the Hannegan Levee along the left bank of the Nooksack River near Lynden. Project is being completed by the USACE under the PL84-99 Program. The construction costs will be cost-shared between the USACE and the County at an 80/20 cost-share, with 30 percent of that local share contributed by the Lynden Everson Subzone.			
Term of Contract:		No Renewal Option    Expiration Date: N/A	
Contract Routing:			
1. Prepared by: Travis Bouma & Paula Harris		Date: 01/25/2019	
2. Attorney signoff: Christopher Quinn		Date: 1/25/2019	
3. AS Finance reviewed: bbenett		Date: 01/28/19	
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: _____	

**COOPERATION AGREEMENT**  
**BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT, WASHINGTON**  
**FOR**  
**REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK**  
**HANNEGAN LEVEE (NSK-02-18)**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Seattle District, U.S. Army Corps of Engineers, and Whatcom County Flood Control Zone District, Washington (hereinafter referred to as the "Public Sponsor"), represented by the Whatcom County Executive, Whatcom County, Washington.

**WITNESSETH THAT:**

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by flood;

**WHEREAS**, via written correspondence, the Public Sponsor has requested the Government to repair or restore a certain flood control work damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement.

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:



## **ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean repairing a damaged area of the Hannegan Levee, totaling approximately 300 linear feet. The damage sustained resulted in scour of the levee slope and toe, including loss of embankment material. The repair is generally described in a report entitled Project Information Report (PIR) Rehabilitation of Flood Control Works, Hannegan Non-Federal Levee, Whatcom County, Washington, prepared by the District Engineer, Seattle District, U.S. Army Corps of Engineers and approved by the Division Deputy Engineer on March 9, 2018.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

## **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material

disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 20 percent of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform



Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### **ARTICLE IV - METHOD OF PAYMENT**

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Total construction costs for the Rehabilitation Effort are currently estimated to be \$453,100 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$90,620. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$90,620. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Seattle" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall

compute the Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0.00 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. Crediting and/or reimbursement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Crediting and/or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.



## **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the Project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the Project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

## **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

## **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.



## **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

## **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and Project. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

## **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government or the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.



B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article XI of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

### **ARTICLE XIII - NOTICES**

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

**If to the Public Sponsor:**

Paula Harris  
Whatcom County Flood Control Zone District  
322 N. Commercial St., Suite 120  
Bellingham, WA 98225

**If to the Government:**

District Engineer  
4735 E. Marginal Way S, Bldg 1202  
Seattle, WA 98134

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

**THE DEPARTMENT OF THE ARMY**

**WHATCOM COUNTY FLOOD  
CONTROL ZONE DISTRICT**

BY: \_\_\_\_\_  
MARK A. GERALDI  
Colonel, Corps of Engineers  
District Engineer

BY: \_\_\_\_\_  
JACK LOUWS  
Whatcom County Executive

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CERTIFICATE OF AUTHORITY

I, Christopher Quinn, do hereby certify that I am the principal legal officer for Whatcom County Flood Control Zone District, Washington, and that Whatcom County Flood Control Zone District, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Whatcom County Flood Control Zone District, Washington in connection with the Rehabilitation of Non-Federal Flood Control Work, Hannegan Levee, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of Whatcom County Flood Control Zone District, Washington, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.



CHRISTOPHER QUINN

Attorney

Whatcom County Flood Control Zone District



## CERTIFICATION REGARDING LOBBYING

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 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.

(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.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JACK LOUWS

Whatcom County Executive



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-115

---

<b>File ID:</b>	AB2019-115	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/30/2019	<b>Entered by:</b>	RKlein@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract (WCFCZDBS)		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County Flood Control Zone District and Exact Scientific Services to provide water quality analytical testing services, in the amount of \$90,000 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works conducts routine water quality monitoring at approximately 90 sites throughout Whatcom County coastal drainages. Additionally, water samples are collected at approximately 60 focus area sites. The data is used to track patterns in water quality, identify high priority areas for water quality improvement projects, and work with community members to identify solutions.

Exact Scientific Services was selected through a competitive bid process and will provide laboratory analysis of surface water samples for bacteria analysis as described in the attached exhibit.

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** Memo-Contract with Exact Scientific Services for Water Quality Analytical Testing Services.pdf,  
Contract with Exact Scientific Services for Water Quality Analytical Testing Services.pdf

**Final Action:**

**Enactment Date:**

**Enactment #:**

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings  
Director**



**NATURAL RESOURCES**

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

**MEMORANDUM**

**TO:** The Honorable Jack Louws, County Executive for the Whatcom County Flood Control Zone District

**THROUGH:** Jon Hutchings, Public Works Director *JH*

**FROM:** Gary Stoyka, Natural Resources Manager *MS*

**DATE:** January 29, 2019

**RE:** Contract with Exact Scientific Services for Water Quality Analytical Testing Services

---

Please find attached for your review and approval two (2) originals of a contract for services between Whatcom County Flood Control Zone District and Exact Scientific Services for water quality analytical testing services.

**Requested Action**

Public Works respectfully requests that the Flood Control Zone District Board of Supervisors authorize the County Executive to sign the attached contract for laboratory services.

**Background and Purpose**

Public Works conducts routine water quality monitoring at approximately 90 sites throughout Whatcom County coastal drainages. Additionally, water samples are collected at approximately 60 focus area sites. The data is used to track patterns in water quality, identify high priority areas for water quality improvement projects, and work with community members to identify solutions.

Exact Scientific Services was selected through a competitive bid process and will provide laboratory analysis of surface water samples for fecal coliform, E. coli, and other bacterial analysis, as specified in the attached exhibit.

**Funding Amount and Source**

This contract is not to exceed \$90,000.00 and will be funded through the Public Works Natural Resources approved 2019 budget and Birch Bay Watershed and Aquatic Resources Management (BBWARM) District's approved 2019 budget (Fund 169).

Please contact Erika Douglas at extension 6294 or Gary Stoyka at 6218 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:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources/ 907060 PIC/907690 BBWARM
Contract or Grant Administrator:	Erika Douglas
Contractor's / Agency Name:	Exact Scientific Services

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

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

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

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

Is this contract the result of a RFP or Bid process?  
 Yes ☒ No ☐ If yes, RFP and Bid number(s): 18-51 Contract Cost Center: 813002

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>90,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>
--	--

Summary of Scope:

Term of Contract: <u>2/13/19-12/31/19</u>	Expiration Date: <u>12/31/19</u>
---	----------------------------------

Contract Routing:	1. Prepared by: <u>E. Douglas</u>	Date: <u>1/28/19</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>1/30/2019</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>1/29/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**CONTRACT FOR SERVICES  
WATER QUALITY ANALYTICAL TESTING SERVICES**

EXACT SCIENTIFIC SERVICES, hereinafter called **Contractor**, and Whatcom County Flood Control Zone District, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,  
Exhibit A (Scope of Work), pp. 10 to 11,  
Exhibit B (Compensation), pp. 12 to 12,  
Exhibit C (Certificate of Insurance), pp. 13 to 13.

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 13TH day of FEBRUARY, 20 19, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31ST day of DECEMBER, 20 19.

The general purpose or objective of this Agreement is to: provide analytical testing services, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.


The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed NINETY THOUSAND, AND NO/100 DOLLARS (\$90,000.00). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 30<sup>th</sup> day of January, 20 19.

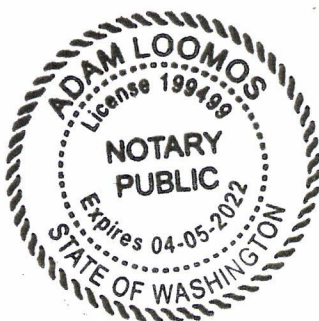
**CONTRACTOR:**

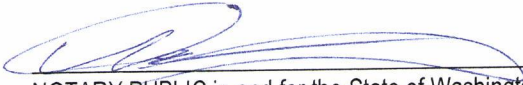
EXACT SCIENTIFIC SERVICES

  
Kent Oostra, CEO

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Whatcom )

On this 30<sup>th</sup> day of January, 20 19, before me personally appeared KENT OOSTRA to me known to be the CEO of EXACT SCIENTIFIC SERVICES, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




  
NOTARY PUBLIC in and for the State of Washington, residing at  
600 E Holly St. My commission expires  
04/05/2022.

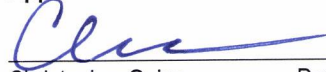


**WHATCOM COUNTY:**

**Recommended for Approval:**

 1/31/19  
Jon Hutchings Date  
Public Works Director

**Approved as to form:**

 1/30/2019  
Christopher Quinn Date  
Whatcom County Senior Deputy Prosecuting Attorney- Civil Division

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive for the Flood Control Zone District

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

**CONTRACTOR INFORMATION:**

EXACT SCIENTIFIC SERVICES

Kent Oostra, CEO

Address:  
1355 Pacific Place, Suite 101  
Ferndale, WA 98248

Contact Name: Kent Oostra  
Phone: 360.733.1205  
Contact Email: k.oostra@exactscientific.com

## GENERAL CONDITIONS

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

#### 0.1 Scope of Services:

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

### ***Series 10-19: Provisions Related to Term and Termination***

#### 10.1 Term:

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

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than two 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: Not Applicable

### ***Series 20-29: Provisions Related to Consideration and Payments***

#### 20.1 Accounting and Payment for Contractor Services:

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



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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

***Series 30-39: Provisions Related to Administration of Agreement***

30.1 Independent Contractor:

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

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



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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

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 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 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement insurance with the following minimums:

Commercial general liability coverage

a) Property Damage - \$500,000.00 per occurrence;



- b) 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 Industrial Insurance Waiver:

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 Defense & Indemnity Agreement:

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.

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

Gary Stoyka, Natural Resources Manager  
Whatcom County Public Works  
322 N. Commercial Street, Suite 110  
Bellingham, WA 98225  
360-778-6218

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

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:

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: Not Applicable

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

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

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration: Not Applicable

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)

**WATER QUALITY ANALYTICAL TESTING SERVICES**

Contractor shall maintain Washington State Department of Ecology laboratory accreditation throughout the term of this agreement.

Surface water samples will be analyzed for fecal coliform bacteria and *E. coli* (in some circumstances) between February and December 2019. Approximately 170 routine samples per month will be delivered to Contractor for fecal coliform analysis. Samples will be delivered in eight groupings, described below, and will be scheduled on a monthly basis. During the dry season, the number of samples will be reduced based upon stream flow.

Approximate Sample Groupings:

- Drayton- 34 samples
- Portage- 20 samples
- Terrell+Coastal- 38 samples
- Terrell-18 samples
- Chuckanut-7 freshwater, 6 marine
- Tenmile- 10 samples

Between 30 and 60 focus area samples per week or every two weeks will be delivered to Contractor for fecal coliform analysis. The number of samples will fluctuate with the season and stream flow. A subset of samples may be analyzed for both fecal coliform and *E. coli* and will be clearly labeled on the chain of custody (COC). Sampling runs will be scheduled on a monthly basis and the schedule will be shared with Contractor at least one week prior to the first sample run of the month. During the dry season, the number of samples will be reduced based upon stream flow.

Additionally, follow up samples may be collected in response to elevated bacteria results observed during routine sampling run or in focus areas. The Contractor will be contacted prior to collecting follow up samples to determine if extra samples can be accepted.

Fecal coliform bacteria samples will be analyzed by the Contractor in accordance with the *Whatcom County Water Quality Monitoring: Fecal Coliform Quality Assurance Project Plan*. Fecal coliform bacteria will be enumerated using the membrane filtration method, Standard Method (SM) 9222D for freshwater samples, SM9221E for marine samples, and for *E. coli* using SM9222G (APHA et al. 2005). Analytical methods are summarized in Table 1. Other analytical methods for bacteria analysis can be considered and approved through written documentation. Contractor will provide reusable, sterile bottles for sampling and a larger bottle will be provided for lab duplicate samples.

Sample bottles will be packed tightly with ice in the cooler immediately upon collection and hand delivered to the laboratory. All sample containers will be labeled with a self-adhesive label including sample identifiers. Samples will be accepted for analysis only if the temperature control is measured below 10°C at the time of sample submittal, unless the samples have been collected within two hours of submittal and were immediately placed on ice. A COC provided by Contractor will accompany all samples to the laboratory. Samples will be delivered to

Contractor between 8:00am to 5:00pm Monday through Friday. Sample delivery outside of these hours will be pre-arranged with the Contractor.

Contractor will follow their quality assurance/quality control (QAQC) plan. This includes media purchase or production, membrane filter qualifications, ATCC control organisms, training records and batch run requirements (pre/post, lab duplicate for approximately 10% of samples analyzed.) Fecal coliform results will be flagged when the number of colonies grown on a plate falls outside limits for the method.

**Table 1. Summary of sample handling and analytical methods<sup>1</sup>.**

Parameter	Description	Method	Sample Container	Preserve	Max Holding Time	Precision/ Quantitation Limits
Fecal coliform bacteria	Membrane filtration method	SM 9222D <sup>1</sup>	PE, 125 - 250 mL, sterile	10 °C, dark	8 hours (delivered to lab within 6hrs)	2 cfu/100mL
Fecal coliform bacteria	Multiple tube fermentation method (MPN)	SM 9221E <sup>1</sup>	125 or 250mL sterile bottle	10 °C, dark	8 hrs (deliver to lab within 6 hrs)	2 FC/100ML
E. coli bacteria	MF partition method following MF for fecal coliform	SM 9222G <sup>1</sup>	125 or 250mL sterile bottle	10 °C, dark	8 hrs (deliver to lab within 6 hrs)	2 cfu/100mL
DNA ID	Sequencing of MF Plates	Shotgun NGS	Details will be provided by lab to County as needed.			

<sup>1</sup>APHA et al., 2005. Standard Methods for the Examination of Water and Wastewater, 21<sup>st</sup> Edition.

Preliminary results exceeding 200 cfu/100mL will be sent via e-mail, using the Excel template provided by Whatcom County, to [edouglas@co.whatcom.wa.us](mailto:edouglas@co.whatcom.wa.us) and [mboswell@co.whatcom.wa.us](mailto:mboswell@co.whatcom.wa.us) within 24 hours of processing of samples. Documentation of plate counts for each dilution will be provided. Membrane filtration samples that require E. coli confirmation will be completed 28 to 48 hours after initial set up. Multiple tube fermentation results will be completed at 48 hours for samples that are negative on LTB and at 72 hours for samples that require fecal coliform confirmation.

Final reports will be sent via email in PDF format within one week of sample receipt. Results will be available online (username and password will be provided to Whatcom County). All sample events within the week will be combined into one invoice. Final reports and weekly invoices will be e-mailed to Whatcom County at [edouglas@co.whatcom.wa.us](mailto:edouglas@co.whatcom.wa.us) and [mboswell@co.whatcom.wa.us](mailto:mboswell@co.whatcom.wa.us).



**EXHIBIT "B"**  
(COMPENSATION)

**EXACT SCIENTIFIC SERVICES**  
**Analytical Testing Services**

	<b>Approximate Number of Samples</b>	<b>County Cost Per Sample</b>	<b>Estimated Cost 2019</b>
Fecal Coliform- Routine (SM9222D)	1,600	\$ 18.00	\$ 28,800.00
Fecal Coliform- Focus Areas (SM9222D)	2,700	\$ 18.00	\$ 48,600.00
Fecal Coliform- Marine Sites (SM9221E)	325	\$ 20.00	\$ 6,500.00
Fecal Coliform & E.coli (SM9222D+G)	As needed	\$24.00	
DNA ID- sequencing of MF plates	As needed	\$175	
Follow Up Sampling	As needed	See rates above	
<b>Total not to exceed</b>			<b>\$ 90,000.00</b>

**EXHIBIT "C"**  
(CERTIFICATE OF INSURANCE)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Manna Insurance Group, LLC 1706 Front St., PMB #794 Lynden, WA 98264 License #: 905555	CONTACT NAME: Adam Hoogerhyde PHONE (A/C, No, Ext): (360)922-0149 E-MAIL ADDRESS: Adam@mannainsurancegroup.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Exact Scientific Services, Inc KAREN L OOSTRA 1355 Pacific Pl Ste 101 Ferndale, WA 98248-7827	INSURER A:	Nationwide Mutual Insurance
		INSURER B:	Austin Mutual Insurance
		INSURER C:	Landmark American Insurance Company
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ACP7574927629	03/22/2018	03/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01BA192606301	03/22/2018	03/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
C	Professional Lia			LHR832591	07/21/2017	07/21/2018	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## EVIDENCE OF INSURANCE

## CERTIFICATE HOLDER

## CANCELLATION

## EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ACH)

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Printed by ACH on April 30, 2018 at 09:19AM





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-026

---

<b>File ID:</b>	AB2019-026	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/02/2019	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Contract		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>	<b>Hearing Date:</b>
---------------------	------------	------------------------	----------------------

---

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Birch Bay Chamber of Commerce to pay for the operations of the Birch Bay Visitor Center and to support the marketing of multi-day events, in the amount of \$100,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Birch Bay Chamber contract.pdf, Birch Bay Chamber Memo.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201901012

Originating Department:	Executive Office
Contract or Grant Administrator:	Tawni Helms
Contractor's / Agency Name:	Birch Bay Chamber of Commerce
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 141	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form. If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 100,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	<b>Council approval required</b> 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, <b>except when:</b> 1.Exercising an option contained in a contract previously approved by the council. 2.Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: Contractor has received Convention Center funding to pay for the operations of the Birch Bay Visitor Center and the promotion and advertising of multi-day annual events.	
Term of Contract:	January 1, 2019
Expiration Date:	December 31, 2019

Contract Routing:	1. Prepared by: T. Helms	Date: 1/7/19
	2. Attorney signoff: <i>Cliff Bennett</i>	Date: 1/7/19
	3. AS Finance reviewed: <i>bbennett</i>	Date: 1/7/19
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed: <i>✓</i>	Date: 1-11-19
	6. Submitted to Exec.: <i>✓</i>	Date: 1-24-19
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

**CONTRACTOR  
ORIGINAL**

**CONTRACT FOR SERVICES  
Birch Bay Chamber of Commerce**

Whatcom County Contract No.

201901012

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 7,

Exhibit A (Scope of Work), p. 8,

Exhibit B (Compensation), p. 9,

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, 2019, regardless the date of signature and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31<sup>st</sup> day of December, 2019.

The general purpose or objective of this Agreement is to: pay for the operations of the Birch Bay Visitor Center and the promotion of annual multi-day events that encourage tourism, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 11<sup>th</sup> day of January, 20 19.

**CONTRACTOR:**

Birch Bay Chamber of Commerce



Mike Peetoom, President

STATE OF WASHINGTON )

COUNTY OF whatcom )

) ss.

On this 11 day of Jan, 20 19 before me personally appeared Mike Peetoom to me known to be the President of the Birch Bay Chamber of Commerce and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




K.D. Root  
NOTARY PUBLIC in and for the State of Washington, residing at

Blaine. My commission expires 09-24-2022

**WHATCOM COUNTY:**

**Approved as to form:**

 11/7/19  
Prosecuting Attorney Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

**CONTRACTOR INFORMATION:**

Birch Bay Chamber of Commerce

Mike Peetoom, President

Address:  
7900 Birch Bay Drive  
Blaine, WA 98230

Mailing Address:  
same

Contact Name: Mike Peetoom

Contact Phone: 360-410-8018

Contact FAX: N/A

Contact Email:  
Billy Brown: mpconst71@gmail.com  
Douglas Bennion: dannita@birchbaychamber.com

## GENERAL CONDITIONS

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

#### **0.1 Scope of Services:**

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

### **Series 10-19: Provisions Related to Term and Termination**

#### **10.1 Term:**

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

#### **10.2 Extension: Not Applicable**

#### **11.1 Termination for Default:**

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

#### **11.2 Termination for Reduction in Funding:**

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

#### **11.3 Termination for Public Convenience:**

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

### **Series 20-29: Provisions Related to Consideration and Payments**

#### **20.1 Accounting and Payment for Contractor Services:**

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards: Not Applicable

***Series 30-39: Provisions Related to Administration of Agreement***

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.2 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: Not Applicable

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 Industrial Insurance Waiver:

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 Defense & Indemnity Agreement:

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: Not Applicable

36.2 Conflict of Interest: Not Applicable

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:

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 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: Not Applicable

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. 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](http://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: Not Applicable**

**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: Not Applicable**

**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.

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 \$100,000. ***The Contract Number shall be included on all billings or correspondence.***

**Allowable Expenses include:**

**Personnel**

**Operations**

**Marketing (for annual multi-day events designed to encourage tourism and overnight stays)**

Birch Bay Chamber of Commerce 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.

Contractor will also provide Whatcom County with a copy of all brochures and advertisements included with invoices.





# CERTIFICATE OF LIABILITY INSURANCE

BIRCH-6

OP ID: JO

DATE (MM/DD/YYYY)

01/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Oltman Insurance Agency, Inc. 2417 Meridian Street, Suite 102 Bellingham, WA 98225		<b>CONTACT NAME:</b> Jill Van Beek <b>PHONE (A/C, No, Ext):</b> 360-734-3960 <b>FAX (A/C, No):</b> 360-671-4590 <b>E-MAIL ADDRESS:</b> jill@oltmaninsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Ohio Security Insurance Co	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	BLS56966719	02/24/2018	02/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
See attached notes

**CERTIFICATE HOLDER**

WHATC06

Whatcom County Executive  
Office  
311 Grand Avenue Suite 108  
Bellingham, WA 98225

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jill Van Beek*

© 1988-2014 ACORD CORPORATION. All rights reserved.

## E-Verify Declaration

Firm Name: Birch Bay Chamber of Commerce

Proposal/Bid/Invitation/Solicitation No. 2019 01 012

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: January 24, 2019

SIGNATURE: 

PRINTED NAME: Douglas Bennion



## MEMORANDUM

**TO:** Jack Louws, County Executive  
**FROM:** Tawni Helms, Administrative Coordinator  
**RE:** Birch Bay Chamber of Commerce  
**DATE:** November 2, 2018

---

Enclosed are two (2) originals of a 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 and the promotion and advertising of multi-day annual events.

▪ **Funding Amount and Source**

Funding in the amount of \$100,000 will come from the Convention Center Fund as recommended by the Lodging Tax Advisory Committee and presented for Whatcom County Council approval on November 20, 2018.

▪ **Differences from Previous Contract**

No substantive changes.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.



# Whatcom County

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

## Agenda Bill Master Report

**File Number: AB2019-104**

---

<b>File ID:</b>	AB2019-104	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/25/2019	<b>Entered by:</b>	RKlein@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### **TITLE FOR AGENDA ITEM:**

Request authorization for the County Executive to enter into Amendment No. 3 to Whatcom County Contract No. 201802006 between Whatcom County and FCS Group for the amended amount of \$34,560

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Request authorization for the County Executive to enter into Amendment No. 3 to Whatcom County Contract No. 201802006 between Whatcom County and FCS Group. Amendment No. 3 includes additional budget to complete the rate analysis for the newly-created Lake Whatcom Stormwater Utility.

---

### **HISTORY OF LEGISLATIVE FILE**

---

Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** Memo and CIS-Amendment No. 3 for 2-12-2019, Contract Amendment No. 3 for 2-12-2019

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



Jon Hutchings  
Director



## MEMORANDUM

**TO:** The Honorable Jack Louws, Whatcom County Executive

**THROUGH:** Jon Hutchings, Director *JH*

**FROM:** Kraig Olason, Stormwater Manager *KO*  
Gary Stoyka, Natural Resources Program Manager *GS*

**DATE:** January 14, 2019

**RE:** Amendment No. 3 to Whatcom County Contract No. 201802006 for Support for Establishing Funding Mechanism for Lake Whatcom Stormwater Utility

---

### Requested Action

Enclosed are two (2) originals of Amendment No. 3 to Whatcom County Contract No. 201802006 between Whatcom County and FCS Group (FCS) for your review and signature.

### Background and Purpose

The Whatcom County Council established the Stormwater Utility Service area in December 2017 with the understanding that the administration would conduct work necessary to establish a funding mechanism and develop rates and charges. The County Council also established the Lake Whatcom Stormwater Utility Advisory Committee in March 2018 to receive stakeholder input and recommendations for that process. The number of meetings needed for the advisory committee to complete its work and the corresponding amount of analysis is more than what was originally anticipated. Additional budget is necessary to complete the funding analysis.

### Funding Amount and Source

The estimated budget for this amendment is \$34,560.00 for a total contract amount of \$155,962.00. Sufficient funding for this contract is included in the 2019 Stormwater Fund budget.

Please contact Gary Stoyka at extension 6218 or Kraig Olason at extension 6301, if you have any questions or concerns regarding the terms of this agreement.

Encl.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.  
201802006-3

Originating Department:	Public Works	
Division/Program: (i.e. Dept. Division and Program)	NPDES/Stormwater/Lake Whatcom TMDL 907620	
Contract or Grant Administrator:	Gary Stoyka	
Contractor's / Agency Name:	FCS Group	
<p>Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>    If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:    <u>201802006</u></p>		
<p>Does contract require Council Approval?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>    If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p>		
<p>Is this a grant agreement?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>    If yes, grantor agency contract number(s): _____ CFDA#: _____</p>		
<p>Is this contract grant funded?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>    If yes, Whatcom County grant contract number(s): _____</p>		
<p>Is this contract the result of a RFP or Bid process?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>    If yes, RFP and Bid number(s):    <u>RFQ 17-72</u>    Contract Cost Center:    <u>123201</u></p>		
<p>Is this agreement excluded from E-Verify?    No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>    If no, include Attachment D Contractor Declaration form.</p>		
<p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Professional services agreement for certified/licensed professional.         </div> <div style="width: 50%;"> <input type="checkbox"/> Contract work is for less than \$100,000.         </div> <div style="width: 50%;"> <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).         </div> <div style="width: 50%;"> <input type="checkbox"/> Contract work is for less than 120 days.         </div> <div style="width: 50%;"> <input type="checkbox"/> Work related subcontract less than \$25,000.         </div> <div style="width: 50%;"> <input type="checkbox"/> Interlocal Agreement (between Governments).         </div> <div style="width: 50%;"> <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.         </div> </div>		
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ <u>121,402.00</u></p> <p>This Amendment Amount:</p> <p>\$ <u>34,560.00</u></p> <p>Total Amended Amount:</p> <p>\$ <u>155,962.00</u></p>	<p>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b></p> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>	
<p>Summary of Scope: Amendment No. 3 includes additional budget to complete the rate analysis for the newly-created Lake Whatcom Stormwater Utility.</p>		
<p>Term of Contract: _____ Expiration Date:    <u>9/30/19</u></p>		

Contract Routing:	1. Prepared by: <u>Gary S Stoyka</u>	Date: <u>1/11/19</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>1/15/2019</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>1/15/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



**AMENDMENT NO. 3  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN WHATCOM COUNTY AND  
FCS GROUP FOR ESTABLISHING A FUNDING MECHANISM FOR THE LAKE  
WHATCOM STORMWATER UTILITY**

**WHEREAS**, AN AGREEMENT (Whatcom County Contract No. 201802006) was entered into between Whatcom County and FCS Group on February 8, 2018 for Phase 1 of establishing a funding mechanism for the Lake Whatcom Stormwater Utility; and,

**WHEREAS**, this agreement was amended on April 11, 2018 and December 19, 2018 to include work and budget necessary to complete the project of establishing a funding mechanism for the Lake Whatcom Stormwater Utility; and,

**WHEREAS**, the Whatcom County Council established the Lake Whatcom Stormwater Utility Advisory Committee to facilitate establishment of the funding mechanism for the Lake Whatcom Stormwater Utility; and,

**WHEREAS**, the work of the Lake Whatcom Stormwater Utility Advisory Committee has required more analysis than was originally estimated to reach a recommendation and has required more meetings than originally scoped, including:

- Four additional advisory committee meetings
- Ten additional conference calls with County staff
- Assessment of two methods of per parcel charges
- Statute and case law review of proposed methods
- Manual measurement of impervious surface versus automated method originally proposed; and,

**WHEREAS**, the parties are desirous of completing this project.

**NOW BE IT THEREFORE AGREED**, that Exhibit "A" of Contract No. 201802006 shall be replaced by "Exhibit A - Amendment No. 3" and Exhibit "B" of Contract No. 201802006 shall be amended by \$34,560.00 for a total amount not to exceed of \$155,962.00 in compensation and that the affected contract clauses shall read as follows:

**COMPENSATION SCHEDULE:**

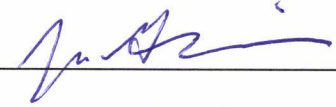
As consideration for the services provided by the Contractor the County agrees to compensate the Contractor for services rendered at a sum not to exceed a running total of One Hundred Fifty-five Thousand Nine Hundred Sixty-Two dollars (\$155,962.00). This figure includes all costs incidental to and necessary for carrying out the scope of work as presented in "Exhibit A - Amendment No.

3". The sum shall be paid for expenses accrued as invoiced monthly by the Contractor.

**BE IT ALSO AGREED,** that the end date of the agreement shall be extended to September 30, 2019.

**IN WITNESS WHEREOF**, the parties have signed this Amendment No. 3 to the agreement for establishing a funding mechanism for the Lake Whatcom Stormwater Utility, this 18th day of January, 2019.

CONTRACTOR: FCS GROUP



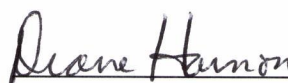
By: JOHN CHILARDUCCI

Title: PRESIDENT

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 18th day of January, 2019, before me personally appeared John Chilarducci, to me known to be the person individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



 Diane Harmon

NOTARY PUBLIC in and for the State of Washington, residing at Kenmore

My commission expires: 6-13-22

WHATCOM COUNTY


\_\_\_\_\_  
Jack Louws  
County Executive

STATE OF WASHINGTON )  
COUNTY OF WHATCOM ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Jack Louws, to me known to be the person individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christopher Quinn, Civil Deputy

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Jon Hutchings, Director, Public Works



## **Exhibit "A" - Amendment No. 3**

### **Scope of Work**

#### **Task 1: Project Initiation and Coordination**

Meet with the County project team to kick off the study, discuss project management logistics (e.g., contacts and project billing), collect and review data, and identify key policy / technical issues for further discussion and analysis. Key policy issues and questions could include:

- Fiscal policies. The County has already formed a stormwater utility for the Lake Whatcom Watershed, under the authorization provided in RCW 36.89. What are prudent policies for financial management that will ensure the long-term fiscal health of the utility?
- Rate structure. Establish options and an appropriate rate structure given (1) the emphasis of the program on phosphorus loadings and other water quality impacts, (2) the customer base (mostly residential), and (3) other key criteria (such as data availability). This issue will include a discussion and proposed definition of impervious surface area for consideration, along with possible phosphorous and fecal rate components.
- Rate credits and exemptions. The Homeowner Incentive Program already incentivizes customers in the Watershed for best practices. How can a property owner continue to reduce or eliminate the rate to their property through specific actions?
- Capital facilities charges. These development charges can be used to recover the cost of an equitable share of the infrastructure needed to serve new and redevelopment as it occurs.
- Implementation strategy. Are there ways to phase-in any rate impacts such that customers can adjust and plan, and avoid rate shock? Are there are things the County can do to mitigate the impacts of the program on customers through outreach and other means?

Following the project kickoff meeting, the project team will collect and review data.

#### **Task 1 Deliverables**

- Kickoff meeting
- Data request
- Meeting notes

#### **Task 2: Policy Framework**

The development of a set of recommendations on the key policy questions identified and described in Task 1 will occur through a series biweekly meetings with County staff and approximately monthly meetings of a committee of citizens representing key local interests. FCS Group will document (in meeting notes) and address (in subsequent meetings) input received.

Recommendations will be forwarded to the Whatcom County Council.

- i. Write issue papers analyzing each key policy issue (up to five issues), presenting alternative solutions, and recommending a course of action.
- ii. Meet with the committee up to ten times to discuss each issue and arrive at a recommendation for proceeding. The committee would also be used to review initial rate calculations.
- iii. Participate in bi-weekly conference calls with County staff.
- iv. Research statutes and case law related to committee recommendations.
- v. Meet with the County Council to discuss potential and recommended policies / preliminary impacts.

#### **Task 2 Deliverables**

- Up to 5 issue papers
- Up to 10 meetings with citizens committee
- Meeting notes
- Summary of recommendations
- Meeting with County Council

### **Task 3: Prepare Baseline Program Costs (Funding Plan)**

Prepare baseline stormwater program costs for the program to include the following services (and / or others recommended by the citizen advisory committee):

- Capital facilities maintenance
- Homeowner's Incentive Program
- Private stormwater facility retrofits
- Supplemental capital costs (above current funding levels)
- Outreach and education
- Monitoring

Key inputs such as the 2017 comprehensive plan and management program, as well as the management program progress report, may be used as the basis for some of these costs. The Contractor will further evaluate staffing needed to meet program objectives.

i. Baseline program costs will be developed for a multi-year period (e.g., six years). Of particular focus, will be the capital improvement costs that will be used to develop a funding analysis that will evaluate the financial impact of alternative funding sources. In addition, the capital funding analysis will attempt to normalize the cost requirements through use of available funding methods or alternative timing of planned projects. A minimum operating fund target is generally recommended to provide sufficient cash flow to meet daily operating expenses.

ii. The baseline program costs will then be used to identify three different funding level proposals. The Contractor will use a level of service approach to pricing and prioritizing stormwater costs of service. At various funding levels, a summary table will be developed to clearly identify what level of operation and maintenance (O&M) and capital costs will be supported. This will provide an easy-to-understand comparison when the public is comparing price to value of service.

### **Task 3 Deliverables**

- Baseline program revenue requirement analysis
- Additional service level revenue requirement analyses

### **Task 4: Rate Design**

The Contractor will develop a rate alternative that uses impervious surface area and is consistent with local policies, practices and long term strategies. Should other rate structures be identified for analysis in Task 2, the Contractor will model these alternatives in this task as well.

i. Conduct Pilot Study to Determine Feasibility of Measuring All Parcels. FCS subconsultant TetraTech will conduct a pilot study for a one-square mile area within the service area to test the accuracy and effectiveness of remote sensing methodology using available GIS data to measure impervious surfaces both in the open as well under tree canopy. The result of the pilot study will be used to assist the advisory committee in determining whether a rate structure that requires measuring all parcels is feasible and/or practical for the stormwater utility.

ii. Determine Average Impervious Surface for Single-Family Residential Units. The proposed rate approach may involve charging single family residences (SFRs) uniformly based on average impervious coverage. If that is the case, a sampling analysis will be used to determine the average amount of impervious area for single-family residences in the Lake Whatcom watershed. The sampling analysis will be conducted using manual measuring techniques and will yield the value of one equivalent residential unit (ERU), which could become the base unit for the stormwater rate. The Contractor will generate a sample of parcels from two areas for study. Using the selected parcels, the Contractor will identify and calculate the impervious surface area for these parcels using the building footprint(s) and other impervious surfaces (e.g., structures, driveways, etc.). The results of the sampling analysis and digitized impervious surface areas will be provided in a format determined in collaboration with the County's data manager, FLO Analytics.

iii. Determine Impervious Surface for Non-SFR (all other) Developed Property. This task addresses calculating impervious area for developed non-single-family residential customers. To the extent relevant in the Lake Whatcom Watershed service area, non-single-family residential land uses could include industrial, commercial, agricultural and multi-family residential areas. The Contractor will calculate individual impervious surface areas within the non-SFR areas using a similar approach to the SFR impervious surface calculations.

iv. Prepare operating reserve analysis for citizen's committee ("Total Program"; Lake Whatcom Stormwater Fee Funded versus. Other Existing Sources).

v. Prepare analysis of impervious surface and per parcel rate Compile recommendations into a policy framework for the rate analysis.

vi. Report Data and Analysis Results. Impervious surface estimates will be compiled and summarized. Results will include ERU values for each land use within the study area. The Contractor will detail the calculation methods and any issues encountered during the analysis.



- vii. Calculate Rates. Using data from Tasks 3 and 4, the Contractor will calculate rates for up to 3 rate structure alternatives.

#### **Task 4 Deliverables**

- ERU analysis and measurement of non-single family residential impervious surface area
- Compilation of impervious surface area for customer base
- Summary of operating reserve analysis
- Calculate rate alternatives
- Summary of analysis, and supporting data for SFR average impervious area

#### **Task 5: Provide Implementation Assistance**

The Contractor will develop a work plan (technical memorandum) that will include procedures for billing the fee, updating customer information, and addressing customer questions. The Contractor will draft implementing ordinance and rate resolutions. The Contractor will provide staff training in a number of forums:

- A meeting between staff and Contractor team will be scheduled to answer questions regarding the rate setting process and new rate structures.
- A list of "frequently asked questions" will be provided for use by County staff.
- Contractor will provide "on-call" support through implementation.

#### **Task 5 Deliverables**

- Technical memorandum on recommended procedures
- Draft implementing ordinance / rate resolution
- Staff training

#### **Task 6: Public Education /Involvement and Formal Meetings/Presentations**

The Task 2 Policy Framework will serve to involve key stakeholders. The Contractor will prepare materials and present to the City of Bellingham, the Lake Whatcom Water and Sewer District, and / or others to support study findings in up to two meetings. The Contractor will prepare for and meet with the County Council up to two times to present and discuss findings.

#### **Task 6 Deliverables**

- Up to 2 meetings with Watershed interested parties
- Up to 2 meetings with the County Council

#### **Task 7: Reporting**

Upon completion of the study, a preliminary report encompassing all tasks that summarize the study findings and recommendations will be prepared. Ten (10) copies of the preliminary report will be submitted (as well as an electronic copy). The County will review the document for edits/changes. The Contractor will incorporate all changes pursuant to comments received from the preliminary report and submit ten (10) copies to the County.

#### **Task 7 Deliverables**

- Report Outline
- Draft report
- Final report

## Exhibit "B" - Amendment No. 3 Compensation

Task Description (# of meetings)	FCS GROUP				Tetra Tech			Original Total Estimated Hours	Amendment No. 1		Amendment No. 2		Amendment No. 3	
	Principal \$245	Project Manager \$175	Senior Analyst \$140	Support \$85	Principal \$288	Engineer \$158	Engineer \$137		Total Estimated Hours	Budget	Total Estimated Hours	Budget	Total Estimated Hours	Budget
<b>Task 1: Project Initiation and Coordination (1)</b>														
<i>subtotal</i>	6	6	2	4	6	0	0	24	\$ 4,748	\$ 4,748	24	\$ 4,748	24	\$ 4,748
<b>Task 2: Policy Framework</b>														
Develop issue papers	8	12	30	0	4	2	8	38	\$ 8,364	\$ 8,364	38	\$ 8,364	64	\$ 10,744
Meet with staff and citizens committee and public (11)	82	64	12	0	0	0	0	78	16,170	16,170	78	16,170	158	33,026
Compile recommendations	6	10	4	0	0	0	0	8	1,400	1,400	8	1,400	20	3,780
Meet with County Council (1)	6	4	4	0	0	0	0	14	2,730	2,730	14	2,730	14	2,730
<i>subtotal</i>	102	90	50	0	4	2	8	138	\$ 28,664	\$ 28,664	138	\$ 28,664	256	\$ 50,280
<b>Task 3: Funding Plan</b>														
Develop baseline costs	2	4	8	0	0	0	0	14	\$ 2,310	\$ 2,310	14	\$ 2,310	14	\$ 2,310
Project revenue requirements	2	8	24	0	0	0	0	34	5,250	5,250	34	5,250	34	5,250
Develop optional service levels and costs	4	4	16	0	8	24	0	56	9,856	9,856	56	9,856	56	9,856
Meet with staff (1)	6	6	4	0	0	0	0	16	3,080	3,080	16	3,080	16	3,080
<i>subtotal</i>	14	22	52	0	8	24	0	120	\$ 20,496	\$ 20,496	120	\$ 20,496	120	\$ 20,496
<b>Task 4: Rate Design</b>														
Develop customer data work plan	2	2	4	0	0	0	0	8	\$ 1,400	\$ 1,400	8	\$ 1,400	8	\$ 1,400
Conduct GIS Pilot Study	0	0	0	0	2	35	0	0	-	-	37	6,000	37	6,000
Measure / compile customer data	2	2	4	0	8	134	0	52	8,792	12,242	73	12,242	150	24,786
Report results	0	0	0	0	4	8	0	12	2,336	2,336	12	2,336	12	2,336
Design / calculate rates	2	4	24	0	0	0	0	30	4,550	4,550	30	4,550	30	4,550
Meet with staff (1)	6	6	2	0	6	2	0	22	4,724	4,724	22	4,724	22	4,724
<i>subtotal</i>	12	14	34	0	20	179	0	124	\$ 21,802	\$ 21,802	182	\$ 31,252	259	\$ 43,796
<b>Task 5: Provide Implementation Assistance</b>														
Procedures technical memorandum	2	4	24	0	0	0	0	30	\$ 4,550	\$ 4,550	30	\$ 4,550	30	\$ 4,550
Draft ordinance / resolution	2	4	8	0	0	0	0	14	2,310	2,310	14	2,310	14	2,310
Meet with staff (1)	6	6	2	0	0	0	0	14	2,800	2,800	14	2,800	14	2,800
Develop answers to FAQs	2	2	8	0	0	0	0	12	1,960	1,960	12	1,960	12	1,960
<i>subtotal</i>	12	16	42	0	0	0	0	70	\$ 11,620	\$ 11,620	70	\$ 11,620	70	\$ 11,620
<b>Task 6: Public Education / Involvement</b>														
Present findings to key stakeholders (2)	12	6	6	0	6	0	0	30	\$ 6,438	\$ 6,438	30	\$ 6,438	30	\$ 6,438
Meet with County Council (2)	12	4	2	2	0	0	0	20	4,090	4,090	20	4,090	20	4,090
<i>subtotal</i>	24	10	8	2	6	0	0	50	\$ 10,528	\$ 10,528	50	\$ 10,528	50	\$ 10,528
<b>Task 7: Documentation</b>														
Draft report	4	8	36	0	4	4	0	56	\$ 9,124	\$ 9,124	56	\$ 9,124	56	\$ 9,124
Final report	2	2	4	4	4	1	0	17	2,970	2,970	17	2,970	17	2,970
<i>subtotal</i>	6	10	40	4	8	5	0	73	\$ 12,094	\$ 12,094	73	\$ 12,094	73	\$ 12,094
Expenses (on-site meetings mileage)									\$ 1,100	\$ 1,100		\$ 2,000		\$ 2,400
<b>GRAND TOTAL</b>	<b>176</b>	<b>168</b>	<b>228</b>	<b>10</b>	<b>52</b>	<b>210</b>	<b>8</b>	<b>162</b>	<b>\$ 111,952</b>	<b>\$ 121,402</b>	<b>657</b>	<b>\$ 155,962</b>	<b>852</b>	<b>\$ 155,962</b>





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-111

---

<b>File ID:</b>	AB2019-111	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/29/2019	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Interlocal		

**First Assigned to:** Council Finance and Administrative Services Committee

**Agenda Date:** 02/12/2019      **Next Mtg. Date:**      **Hearing Date:**

---

### **TITLE FOR AGENDA ITEM:**

Request authorization for the County Executive to enter into an interlocal between Whatcom County and Lummi Nation to conduct natural resource monitoring and impact mitigation in the amount of \$120,000

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

This interlocal agreement between Whatcom County and the Lummi Nation will address Natural Resource concerns associated with the Birch Bay Drive and Pedestrian Facility Project, CRP #907001. This agreement will provide funding of \$120,000 for the Lummi Nation to conduct natural resource monitoring and provide mitigation for impacts to treaty protected natural resources during construction.

---

### **HISTORY OF LEGISLATIVE FILE**

---

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

---

---

**Attachments:** Memo for 2-12-2019, Interlocal for 2-12-2019

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

Jon Hutchings  
Director



JOSEPH P. RUTAN, P.E.  
Assistant Director/County Engineer  
322 N. Commercial St., Suite 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## MEMORANDUM

**To:** The Honorable Members of the Whatcom County Council, and  
The Honorable Jack Louws, Whatcom County Executive

**Through:** Jon Hutchings, Director *JH*

**From:** Joseph P. Rutan, P.E., Assistant Director / County Engineer *APV*  
James P. Karcher, P.E., Engineering Manager *gpk*

**Date:** January 25, 2019

**Re:** Birch Bay Drive & Pedestrian Facility, CRP No. 907001;  
Lummi Nation and Whatcom County;  
**Interlocal Agreement for Natural Resources**

---

Enclosed for your review and signature are two (2) originals of an Interlocal Agreement between Whatcom County and the Lummi Nation.

### Requested Action

Whatcom County Public Works requests the County Council authorize the County Executive to enter into an agreement with the Lummi Nation to provide \$120,000 in funding to the Lummi Nation Natural Resource Group for monitoring and mitigation associated with construction impacts to treaty protected natural resources during construction of the aforementioned project.

### Background and Purpose

This agreement is the result of several meetings between Whatcom County Public Works and the Lummi Nation Natural Resource Group to resolve construction related concerns associated with the project.

The Birch Bay Drive & Pedestrian Facility Project, CRP No. 907001 appears as Item No. 1 on the 2019 Annual Construction Program.

### Funding Amount and Source

Whatcom County will be using local road funds to cover the Interlocal compensation amount of \$120,000. Sufficient budget authority exists in the Project Based Budget for this expenditure.

Please contact Cody Swan at extension 6265 if you have any questions or concerns regarding the terms of this supplement.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Public Works																			
Division/Program: <i>(i.e. Dept. Division and Program)</i>	905900/ Construction																			
Contract or Grant Administrator:	James P. Karcher, PE-Engineering Manager																			
Contractor's / Agency Name:	Lummi Nation																			
<p>Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="checkbox"/>    No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/>    No <input type="checkbox"/>    If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p>																				
<p>Does contract require Council Approval?    Yes <input checked="" type="checkbox"/>    No <input type="checkbox"/>    If No, include WCC: _____</p> <p style="text-align: right;">(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p>																				
<p>Is this a grant agreement?</p> <p>Yes <input type="checkbox"/>    No <input checked="" type="checkbox"/>    If yes, grantor agency contract number(s): _____ CFDA#: _____</p>																				
<p>Is this contract grant funded?</p> <p>Yes <input type="checkbox"/>    No <input checked="" type="checkbox"/>    If yes, Whatcom County grant contract number(s): _____</p>																				
<p>Is this contract the result of a RFP or Bid process?</p> <p>Yes <input type="checkbox"/>    No <input checked="" type="checkbox"/>    If yes, RFP and Bid number(s): _____    Contract Cost Center: 339100</p>																				
<p>Is this agreement excluded from E-Verify?    No <input type="checkbox"/>    Yes <input checked="" type="checkbox"/>    If no, include Attachment D Contractor Declaration form.</p>																				
<p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000.    <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days.    <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).    <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>																				
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 120,000.00</p> <p>This Amendment Amount:</p> <p>\$ 0</p> <p>Total Amended Amount:</p> <p>\$ 120,000.00</p>	<p>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b></p> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>																			
<p>Summary of Scope:</p> <p>This Interlocal Agreement between Whatcom County and the Lummi Nation will provide funds to the Lummi Nation from Whatcom County. These funds are for the Lummi Nation to use for monitoring and mitigation for anticipated impacts to Lummi Natural Resources experienced as a result of the construction of the Birch Bay Drive and Pedestrian Facility Project.</p>																				
Term of Contract:	Completion of Contract Requirements	Expiration Date: N/A																		
<p>Contract Routing:</p> <table style="width:100%;"> <tr> <td style="width:60%;">1. Prepared by: JPK</td> <td style="width:40%;">Date: 01-28-2019</td> </tr> <tr> <td>2. Attorney signoff: Christopher Quinn</td> <td>Date: 1/28/2019</td> </tr> <tr> <td>3. AS Finance reviewed: Bbennett</td> <td>Date: 01/30/19</td> </tr> <tr> <td>4. IT reviewed (if IT related):</td> <td>Date:</td> </tr> <tr> <td>5. Contractor signed:</td> <td>Date:</td> </tr> <tr> <td>6. Submitted to Exec.:</td> <td>Date:</td> </tr> <tr> <td>7. Council approved (if necessary):</td> <td>Date:</td> </tr> <tr> <td>8. Executive signed:</td> <td>Date:</td> </tr> <tr> <td>9. Original to Council:</td> <td>Date:</td> </tr> </table>			1. Prepared by: JPK	Date: 01-28-2019	2. Attorney signoff: Christopher Quinn	Date: 1/28/2019	3. AS Finance reviewed: Bbennett	Date: 01/30/19	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:
1. Prepared by: JPK	Date: 01-28-2019																			
2. Attorney signoff: Christopher Quinn	Date: 1/28/2019																			
3. AS Finance reviewed: Bbennett	Date: 01/30/19																			
4. IT reviewed (if IT related):	Date:																			
5. Contractor signed:	Date:																			
6. Submitted to Exec.:	Date:																			
7. Council approved (if necessary):	Date:																			
8. Executive signed:	Date:																			
9. Original to Council:	Date:																			



**INTERLOCAL AGREEMENT  
BETWEEN  
WHATCOM COUNTY  
AND  
THE LUMMI NATION  
FOR THE BIRCH BAY DRIVE & PEDESTRIAN FACILITY PROJECT CRP No 907001**

**THIS AGREEMENT** is made this 15th day of January, 2019, between Whatcom County, a municipal corporation, hereinafter referred to as the "County," and the Lummi Nation, a federally recognized Indian tribe, hereafter referred to as the "Nation."

**WHEREAS**, chapter 39.34 RCW authorizes political subdivisions of the State, such as the County, to enter into agreements with other public agencies, including any Native American Indian Tribe recognized as such by the federal government, for joint or cooperative projects for the purpose of administering, financing, and constructing a cooperative undertaking and establishing and maintaining a budget therefore; and,

**WHEREAS**, this project is located within the fresh and salt waters of the Salish Sea, and the 1855 Treaty of Point Elliot guarantees, to the Nation, the right to fish and harvest in usual and accustomed places of the Salish Sea; and,

**WHEREAS**, the Nation and the County wish to enhance intergovernmental cooperation toward the safety, welfare, commerce, and community of their respective citizens, to the extent allowed by the respective jurisdictions and authorities, including, but not limited to capital improvements to roads and bridges, the Nooksack River channel, tributaries, riparian zones and floodplains, and marine shorelines.

**WHEREAS**, the County and the Nation have agreed that marine resources may be affected by the Birch Bay Drive & Pedestrian Facility Project, and that certain monitoring of those resources, both pre-construction and post-construction, would be appropriate as well as mitigation of temporary construction impacts to those marine resources; and,

**WHEREAS**, the County has agreed to provide the Nation with \$120,000 that would cover pre-construction and post-construction monitoring by the Nation's Natural Resources Department, or a consultant hired by the Nation, and mitigation for temporary construction impacts; and,

**WHEREAS**, this agreement is in the public interest;

**NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS  
CONTAINED HEREIN, IT IS MUTUALLY AGREED AND UNDERSTOOD THAT THE**

Page 1 of 6



**PARTIES**, in accordance with federal, state, and local laws, will utilize their best efforts to accomplish monitoring and mitigation of the affected marine resources related to the construction of the Birch Bay Drive & Pedestrian Facility Project in Whatcom County, Washington; and specifically will undertake the following:

### **SECTION I. PURPOSE OF AGREEMENT**

The Birch Bay Drive & Pedestrian Facility Project involves construction of 1.6 miles of soft-shore beach protection, pedestrian safety enhancements, water quality improvements and shore access. However, said improvements may involve temporary construction impacts to existing treaty-protected marine resources. To address the need to know what marine resources may be affected by the project and to address the concern for the potential temporary construction impacts, the County will provide a total amount of \$120,000 to the Nation, in four (4) installments of \$30,000 each, for the following: a) use by the Nation's Natural Resources Department (or consultant) to conduct pre-construction and post-construction monitoring of marine resources within the project footprint; and b) mitigate for the temporary construction impacts.

### **SECTION II. PROJECT SCOPE AND ADMINISTRATION**

After formal notification by the County, to the Nation, that the project is moving forward, the County will provide the Nation with a Notice to Proceed for the following Interlocal Agreement scope: 1) the pre-construction monitoring of marine resources, following standard sampling protocols, along with the compilation of monitoring data into a technical document and providing the information to the County; 2) mitigating temporary construction impacts; 3) the post-construction monitoring of marine resources, following standard sampling protocols, along with the compilation of monitoring data into a technical document and providing the information to the County; and 4) the formal closing of the Interlocal Agreement, via written notification, between the Nation and the County. The four (4) installments of \$30,000 each would be linked to the four (4) scope items listed above. Payment for items 1) through 3) would be before the work is undertaken; however, payment for item 4) would be after all monitoring data is received.

### **SECTION III. LUMMI NATION RESPONSIBILITIES**

The Nation is responsible for the following activities per Section II:

1. Conduct seasonal-appropriate marine resources surveys within the project footprint using the Nation's Natural Resources staff or a consultant hired by the Nation. Monitoring surveys would be conducted both pre-construction and post-construction, to the extent, frequency and detail per the Nation.
2. Compile all monitoring data (pre-construction and post-construction) into a technical document and share with the County.
3. Mitigate for temporary construction impacts of the project.

4. Obtaining necessary permits from County, State and Federal regulatory agencies as appropriate.
5. Provide written notification to the County, via the Nation's contract administrator, of the completion of all Nation responsibilities and request formal closing of the Interlocal Agreement.

#### **SECTION IV. WHATCOM COUNTY RESPONSIBILITIES**

The County is responsible for the following activities per Section II:

1. Provide the Nation with a Notice to Proceed with the Interlocal Agreement scope outlined in Section II above.
2. Payment of the agreed \$120,000 total compensation, in four (4) installments of \$30,000 each, linked to the four (4) scope items in Section II.
3. Develop quantifiable performance standards (the baseline for which shall be those associated with the existing berm constructed in 1986) that, if not achieved within three years, will trigger additional environmental monitoring and improvements to address adverse impacts to shellfish productivity along the shoreline.
4. Formal acknowledgement of the closing of the Interlocal Agreement with the Nation by the County's contract administrator.

#### **SECTION V. INTERGOVERNMENTAL COOPERATION BETWEEN WHATCOM COUNTY AND LUMMI NATION**

The Nation and the County shall enhance intergovernmental cooperation toward the safety, welfare, commerce, and community of their respective citizens, to the extent allowed by the respective jurisdictions and authorities, including, but not limited to, capital improvements to roads and bridges, the Nooksack River channel, tributaries, riparian zones and floodplains, and marine shorelines.

#### **SECTION VI. TERM OF AGREEMENT**

The period of performance for this Agreement shall commence on the date of execution herein, and shall end on December 31, 2025, unless terminated sooner or extended as provided herein. This agreement shall remain in full force and effect until the Project is completed and formal closing of the Interlocal Agreement is made in writing. The provisions of Section IX shall survive the termination of this agreement.

#### **SECTION VII. RELATIONSHIP OF THE PARTIES**

The parties agree that each is an independent entity operating pursuant to the terms and conditions of this agreement. No agent, employee, or representative of either party shall be deemed to be an agent, employee, or representative of the other party for any purpose unless requested otherwise in writing per the scope of this agreement. Each party shall be solely and entirely responsible for the acts of its agents, employees and representatives during the term of this agreement.



## **SECTION VIII. RECORDS MAINTENANCE**

Each party to this contract shall maintain books, records, documents and other evidence, which properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, State officials so authorized by law, and in the case of the County, the office of the State Auditor.

The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to, and the right to examine, any of these materials during this period.

Records and other documents, in any medium furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first giving notice to the furnishing party and giving it 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.

## **SECTION IX. MODIFICATION**

No changes or additions to this Agreement shall be valid or binding on either party unless such changes or additions shall be in writing executed by both parties.

## **SECTION X. TERMINATION**

A. If either party fails to comply fully with the terms and conditions of this agreement, the other party may pursue such remedies as is legally available including, but not limited to, the suspension of this Agreement.

B. This Agreement may be terminated by either party without cause, and termination shall be effective upon thirty (30) days written notification to or by either party or its authorized representative.

## **SECTION XI. NON-WAIVER OF BREACH**

The failure of the County or the Nation to insist upon strict performance of any of the covenants and conditions of this Agreement, or to exercise any options 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.

## **SECTION XII. CONTRACT MANAGEMENT**

The Contract Administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.


The Contract Administrator for the Nation is:  
Merle Jefferson, Director or Designee,  
Lummi Nation Natural Resources Department  
2665 Kwina Road, Bellingham, WA 98226  
Phone: (360) 312-2328 Fax: (360)

The Contract Administrator for the County is:  
Joseph P. Rutan, P.E., County Engineer/Assistant Director or Designee,  
Whatcom County Public Works Department  
322 N. Commercial St; Suite 301, Bellingham, WA 98225  
Phone: (360) 778-6219 Fax: (360) 778-6211.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year hereafter indicated.

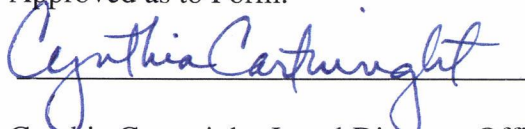
DATED this 15<sup>th</sup> day of January, 2019.

Executed by LUMMI NATION:

  
Jeremiah Julius, Chairman  
Lummi Indian Business Council

Date: 1-15-2019

Approved as to Form:



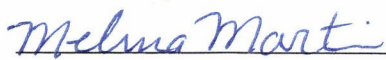
Date: 1-15-2019

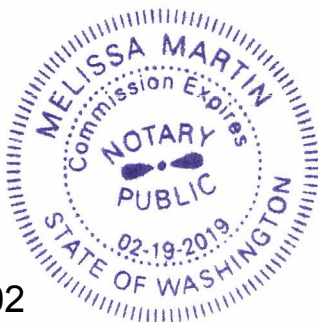
Cynthia Cartwright, Legal Director, Office of the Reservation Attorney

STATE OF WASHINGTON )  
):ss  
COUNTY OF WHATCOM )

On this 15<sup>th</sup> day of January, 2019, before me personally appeared Jeremiah Julius, to me known to be the Chair of the Lummi Indian Business Council, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the Lummi Nation, for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the Lummi Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public in and for the State of Washington






Residing at Whatcom County  
My commission expires 02/19/2019

Executed by WHATCOM COUNTY:

Jack Louws, County Executive

Date: \_\_\_\_\_

Approved as to form:  
Prosecuting Attorney's Office

  
\_\_\_\_\_  
Christopher Quinn  
Deputy Prosecuting Attorney – Civil Division

Date: 1/30/2019

STATE OF WASHINGTON )  
 )ss  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, a municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Whatcom County, for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of Whatcom County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington

Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

## Birch Bay Drive and Pedestrian Facility CRP #907001

**Construction Funding Year(s):** 2019 / 2020

### Project Narrative:

This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed **#R1** on the 2019-2024 Six-Year Transportation Improvement Program.

### Project Status:

Preliminary Engineering began in late 2013, R/W acquisition began in 2016 (95% complete), permitting is 90% complete, and construction is planned for 2019 / 2020. Additional funding sources will be pursued as they become available.

**Total Estimated Project Cost:** \$11,450,000

**Expenditures to Date:** \$3,500,000

### Funding Sources:

Federal	\$3,170,000 (STP and TAP)
State	\$0
Local	\$8,280,000

### Environmental Permitting

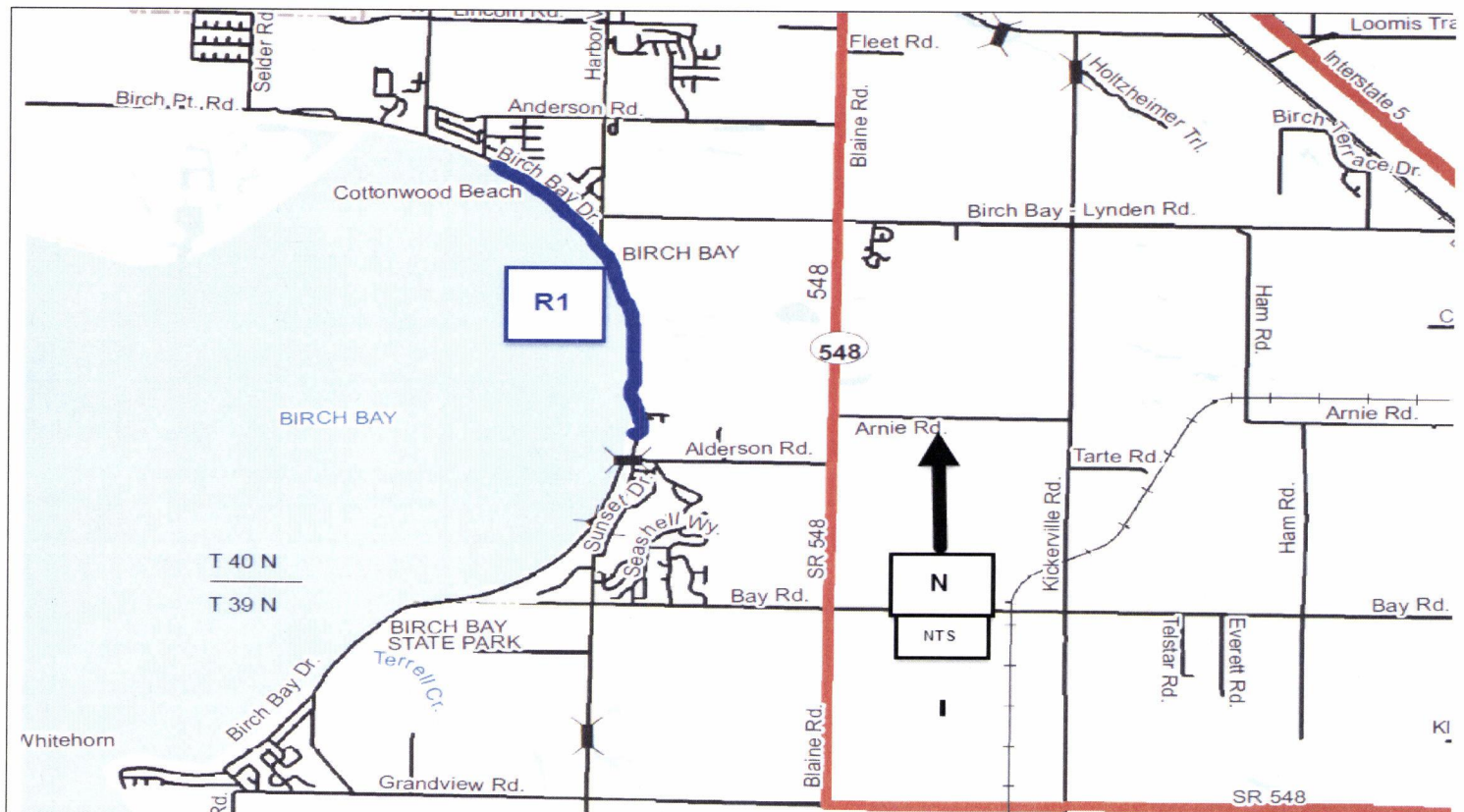
Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act

### Right-of-Way Acquisition (Estimate)

\$1,500,000

### County Forces (Estimate)

N/A





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-112

---

<b>File ID:</b>	AB2019-112	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/29/2019	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Contract		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Herrera Environmental Consultants for Swift Creek Sediment Management Action Plan Implementation to support analysis for Swift Creek, in the amount of \$966,275.20 for a new total of \$1,005,994.98

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Contract Supplement provides for professional engineering services for the design of Swift Creek Sediment Management Action Plan projects as well as technical analysis to support the Supplemental Environmental Impact Statement for Swift Creek Sediment Repositories.

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Memo for February 12, Swift Creek Management Action Plan for 2-12-2019

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



Jon Hutchings  
Director



Joseph P. Rutan, P. E.  
County Engineer/Assistant Director  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## MEMORANDUM

**To:** The Honorable Jack Louws, Whatcom County Executive, and  
Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Public Works Director *JH*

**From:** Joseph P. Rutan, P.E., County Engineer/Assistant Director *JPR*  
James E. Lee, P.E., Engineering Manager *JEL*

**Date:** January 29, 2019

**Re:** Swift Creek Sediment Management Action Plan (SCSMAP) Implementation  
Engineering Services Contract Supplement No. 1 with Herrera Environmental

---

Enclosed for your review and signature are two (2) originals of a Local Agency Standard Consultant Agreement Supplement between Whatcom County and Herrera Environmental Consultants, Inc.

### Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency Standard Consultant Agreement with Herrera Environmental Consultants, Inc. (Herrera) for professional engineering services to implement the Swift Creek Sediment Management Action Plan Projects (SCSMAP).

### Background and Purpose

Herrera has successfully completed the first phase of work under this contract which included initial background research, site visits, identification of data gaps, and establishment of project goals for the implementation of SCSMAP projects.

This multi-year contract amendment includes analysis support for the Swift Creek Supplemental Environmental Impact Statement for Sediment Repositories as well as preliminary design of the SCSMAP capital projects, interim channel conveyance improvements, and interim stockpile site development. Herrera was selected through Request for Proposals (RFP# 18-42).

### Funding Amount and Source

The original contract amount is \$39,719.78, this not-to-exceed supplement increases the contract by \$966,275.20 for a new total of \$1,005,994.98. Washington State, through the Department of Ecology has approved funding of a \$1 million grant (#2018-09003) for this project and an additional \$3 million has been approved for future use from the State Building Construction account. Whatcom County Council approved ordinance #2018-208 on July 24, 2018 to establish the Swift Creek Sediment Management Fund and budget. There is sufficient budget authority for the work planned for 2019.

Please contact Christina Schoenfelder (ext. 6274) if you have any questions regarding this request.



# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.  
201811039-1

Originating Department:		Public Works - Engineering	
Division/Program: (i.e. Dept. Division and Program)		905910/Construction-other	
Contract or Grant Administrator:		James E. Lee, P.E., Engineering Manager	
Contractor's / Agency Name:		Herrera Environmental Consultants, Inc.	

Is this a New Contract? Yes ☐ No ☒ If not, is this an Amendment or Renewal to an Existing Contract? Yes ☒ No ☐  
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201811039

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

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

Is this contract grant funded? Yes ☒ No ☐ If yes, Whatcom County grant contract number(s): 201810012

Is this contract the result of a RFP or Bid process? Yes ☒ No ☐ If yes, RFP and Bid number(s): 18-42 Contract Cost Center: 128300

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ 39,719.78 This Amendment Amount: \$ 966,275.20 Total Amended Amount: \$ 1,005,994.98	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>
--	--

Summary of Scope: Contract Supplement for professional engineering services for the design of Swift Creek Sediment Management Action Plan projects as well as technical analysis to support the Supplemental EIS for Swift Creek Sediment Repositories.

Term of Contract:	Not-to-exceed	Expiration Date:	December 31, 2020
-------------------	---------------	------------------	-------------------

Contract Routing:

1. Prepared by: Christina Schoenfelder	Date: 1/11/19
2. Attorney signoff: Christopher Quinn	Date: 1/25/2019
3. AS Finance reviewed:	Date: _____
4. IT reviewed (if IT related):	Date: _____
5. Contractor signed:	Date: _____
6. Submitted to Exec.:	Date: _____
7. Council approved (if necessary):	Date: _____
8. Executive signed:	Date: _____
9. Original to Council:	Date: _____



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number</b> <u>I</u>		Organization and Address	
Original Agreement Number 201811039		Herrera Environmental Consultants 2200 Sixth Ave., Suite 1100, Seattle, WA 98121	
Project Number n/a		Phone: (206) 441-9080	
		Execution Date	Completion Date December 31, 2020
Project Title Swift Crk Sediment Mgmt Action Plan Implementation		New Maximum Amount Payable \$1,005,994.98	
Description of Work  This Contract Supplement provides for technical analysis to support the Supplemental Environmental Impact Statement for Swift Creek Sediment Repositories as well as preliminary design for the Swift Creek Sediment Management Action Plan projects.			

The Local Agency of Whatcom County

desires to supplement the agreement entered in to with Herrera Environmental Consultants

and executed on 11-29-18 and identified as Agreement No. 201811039

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

Supplemental work shall be amended to the contract as set forth in the attached Exhibit B

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2020

**III**

Section V, PAYMENT, shall be amended as follows:

The amount payable shall be increased by \$966,275.20 to a new maximum of \$1,005,994.98

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Theresa M. Wood

By: Jack Louws, Whatcom County Executive

Consultant Signature

Approving Authority Signature

Approved as to form:

1/30/2019

Date



**Exhibit "A"**  
**Summary of Payments**

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$12,712.80	\$305,024.75	\$317,737.55
Overhead (Including Payroll Additives)	\$22,709.68	\$511,470.29	\$534,179.97
Direct Non-Salary Costs	\$356.98	\$63,092.72	\$63,449.70
Fixed Fee	\$3,940.32	\$86,687.44	\$90,627.76
Total	\$39,719.78	\$966,275.20	\$1,005,994.98

# EXHIBIT A: FEE SUMMMARY

TASKS / SUBTASKS			LABOR EXPENSES						ODC	TOTAL PRICE
			Hours	Direct & Indirect Labor Costs			FEE	LABOR SUBTOTAL		
			Total Hours	Direct Labor Costs	Indirect Costs	Direct Labor + Indirect Costs	Fee on Escalated Direct	Escalated Direct + Indirect + Fee = TOTAL LABOR COST	Invoiced Other Direct Costs	
TASK/SUBTASK TITLES										
1	1	Project Management and Coordination								
1	1.1.0	Project Coordination	346	\$20,950.10	\$40,525.45	\$61,475.55	\$6,213.13	\$67,688.68	\$406.00	\$68,094.68
1	1.2.0	SEIS Consultant Coordination	136	\$8,374.32	\$13,202.17	\$21,576.49	\$2,468.48	\$24,044.97	\$0.00	\$24,044.97
		Subtotal	482	\$29,324.42	\$53,727.62	\$83,052.04	\$8,681.61	\$91,733.65	\$406.00	\$92,139.65
1	4	Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development								
4.1	4.1.0	Geotechnical	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	4.1.1	Field Explorations	28	\$1,318.08	\$2,550.62	\$3,868.70	\$382.24	\$4,250.94	\$300.00	\$4,550.94
	4.1.1a	Upper and Lower Goodwin Reach Debris Deflection Berm	14	\$745.05	\$1,459.48	\$2,204.53	\$217.29	\$2,421.82	\$300.00	\$2,721.82
	4.1.1b	In-Stream Sediments Traps	46	\$2,136.62	\$4,170.05	\$6,306.67	\$622.07	\$6,928.74	\$13,800.00	\$20,728.74
	4.1.1c	Goodwin Reach Sediment Basins	24	\$1,191.25	\$2,322.93	\$3,514.18	\$346.69	\$3,860.86	\$9,450.00	\$13,310.86
	4.1.2	Field Logs, Laboratory Testing, Geologic Interpretations	52	\$2,378.16	\$4,601.98	\$6,980.14	\$689.67	\$7,669.80	\$4,000.00	\$11,669.80
	4.1.3	Geotechnical Engineering Analyses	82	\$3,699.26	\$7,193.91	\$10,893.17	\$1,075.23	\$11,968.41	\$0.00	\$11,968.41
	4.1.4	Geotechnical Engineering Reports	76	\$3,963.04	\$7,739.83	\$11,702.87	\$1,154.18	\$12,857.05	\$0.00	\$12,857.05
4.2	4.2.0	Groundwater	272	\$13,450.16	\$15,275.02	\$28,725.18	\$3,905.44	\$32,630.63	\$5,058.00	\$37,688.63
4.3	4.3.0	Survey	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	4.3.1	Sediment Traps	155	\$6,122.65	\$7,194.35	\$13,317.00	\$1,779.22	\$15,096.22	\$0.00	\$15,096.22
	4.3.2	Oat Coles North (Parker) Site	137	\$5,273.49	\$6,309.39	\$11,582.88	\$1,533.63	\$13,116.51	\$0.00	\$13,116.51
	4.3.3	Goodwin North (Barlean) Site	91	\$3,502.29	\$4,329.72	\$7,832.01	\$1,019.98	\$8,851.99	\$0.00	\$8,851.99
	4.3.4	Stream Cross Sections	91	\$3,708.01	\$4,613.58	\$8,321.59	\$1,080.20	\$9,401.79	\$0.00	\$9,401.79
	4.3.5	Sediment Pilot Site	86	\$3,484.56	\$4,245.76	\$7,730.32	\$1,014.17	\$8,744.49	\$0.00	\$8,744.49
4.4	4.4.0	Debris Flow Modeling	250	\$14,518.38	\$23,829.88	\$38,348.26	\$3,661.50	\$42,009.76	\$0.00	\$42,009.76
4.5	4.5.0	Hydrologic and Hydraulic Modeling	596	\$28,193.18	\$53,539.04	\$81,732.22	\$8,197.21	\$89,929.43	\$301.60	\$90,231.03
4.6	4.6.0	Environmental Monitoring - Weather stations	104	\$4,931.60	\$10,257.73	\$15,189.33	\$1,479.48	\$16,668.81	\$8,500.00	\$25,168.81
		Subtotal	2,104	\$98,615.78	\$159,633.27	\$258,249.05	\$28,158.19	\$286,407.24	\$41,709.60	\$328,116.84
1	5	Repository Site Analysis and Coordination for SEIS								
5.1	5.1.0	Geotechnical	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	5.1.1	Geotechnical Explorations	24	\$1,411.68	\$2,731.74	\$4,143.42	\$409.39	\$4,552.81	\$150.00	\$4,702.81
	5.1.1a	Canyon Central (Millman)	42	\$1,859.72	\$3,616.13	\$5,475.85	\$540.52	\$6,016.37	\$11,150.00	\$17,166.37
	5.1.1b	Goodwin North (Barlean) Site	13	\$491.74	\$968.95	\$1,460.69	\$143.80	\$1,604.50	\$150.00	\$1,754.50
	5.1.1c	Oat Coles (Parker) Site	13	\$491.74	\$968.95	\$1,460.69	\$143.80	\$1,604.50	\$2,150.00	\$3,754.50
	5.1.1d	Oat Coles South	13	\$491.74	\$968.95	\$1,460.69	\$143.80	\$1,604.50	\$2,150.00	\$3,754.50
	5.1.2	Field Logs, Laboratory Testing, Geological Interpretation	18	\$805.16	\$1,558.07	\$2,363.23	\$233.50	\$2,596.72	\$3,000.00	\$5,596.72
	5.1.3	Geotechnical Engineering Assessments	46	\$2,431.72	\$4,705.62	\$7,137.34	\$705.20	\$7,842.54	\$0.00	\$7,842.54
	5.1.4	Reporting	68	\$3,473.40	\$6,721.38	\$10,194.78	\$1,007.29	\$11,202.06	\$0.00	\$11,202.06
5.2	5.2.0	Groundwater	144	\$7,717.92	\$8,489.71	\$16,207.63	\$2,238.20	\$18,445.83	\$58.00	\$18,503.83
5.3	5.3.0	Surface Water	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		30% stormwater Report 1 site (Canyon Central)	80	\$3,572.62	\$7,431.05	\$11,003.67	\$1,071.79	\$12,075.46	\$0.00	\$12,075.46
		Conceptual Plans for 6 sites (Goodwin South, Oat Coles)	80	\$3,618.96	\$7,527.44	\$11,146.40	\$1,085.69	\$12,232.08	\$0.00	\$12,232.08
		Interim stormwater design for Oat Coles North site and G	78	\$3,599.34	\$7,486.63	\$11,085.97	\$1,079.80	\$12,165.77	\$0.00	\$12,165.77
5.4	5.4.0	Wetlands	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	5.4.1	Desktop Analysis	24	\$636.00	\$710.86	\$1,346.86	\$184.44	\$1,531.30	\$0.00	\$1,531.30
	5.4.2	Field Assessment	201	\$7,437.00	\$8,312.33	\$15,749.33	\$2,156.73	\$17,906.06	\$1,108.88	\$19,014.95
	5.4.3	Documentation	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	5.4.3a	Reconnaissance-Level Analyses	308	\$11,821.37	\$13,212.75	\$25,034.12	\$3,428.20	\$28,462.31	\$0.00	\$28,462.31
	5.4.3b	Wetland Delineations	218	\$8,066.00	\$9,015.37	\$17,081.37	\$2,339.14	\$19,420.51	\$0.00	\$19,420.51
	5.4.3c	Wetland Characterization	41	\$1,359.50	\$1,519.51	\$2,879.01	\$394.26	\$3,273.27	\$0.00	\$3,273.27
	5.4.4	Wetlands Fieldwork Coordination	100	\$5,477.00	\$6,121.64	\$11,598.64	\$1,588.33	\$13,186.97	\$0.00	\$13,186.97
5.5	5.5.0	Traffic Analysis	84	\$4,510.00	\$6,711.33	\$11,221.33	\$1,307.90	\$12,529.23	\$142.68	\$12,671.91
		Subtotal	1,595	\$69,272.61	\$98,778.42	\$168,051.03	\$20,201.77	\$188,252.79	\$20,059.56	\$208,312.36
1	6	SCSMAP Projects Design Development								
6.1	6.1.0	Sediment Traps	246	\$12,143.86	\$23,357.91	\$35,501.77	\$3,601.55	\$39,103.32	\$20.88	\$39,124.20
6.2	6.2.0	Sediment Basins	268	\$13,693.38	\$28,344.90	\$42,038.28	\$4,100.38	\$46,138.66	\$174.00	\$46,312.66
6.3	6.3.0	Debris Flow Deflection Berm and Levee	138	\$13,991.62	\$11,649.24	\$25,640.86	\$1,692.90	\$27,333.75	\$0.00	\$27,333.75
6.4	6.4.0	Williams Pipeline Crossing	262	\$14,993.64	\$26,805.64	\$41,799.28	\$4,413.02	\$46,212.30	\$316.68	\$46,528.98
6.5	6.5.0	Creek Channel Conveyance Improvements	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.6	6.6.0	Creek Channel Maintenance Support	62	\$3,450.56	\$7,021.74	\$10,472.30	\$1,027.23	\$11,499.53	\$0.00	\$11,499.53
6.7	6.7.0	Repository Design	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	6.7.1	Interim Site Development	225	\$10,486.12	\$21,811.13	\$32,297.25	\$3,145.84	\$35,443.09	\$406.00	\$35,849.09
	6.7.2	Repository Design	480	\$23,864.44	\$49,336.20	\$73,200.64	\$7,138.50	\$80,339.14	\$0.00	\$80,339.14
6.8	6.8.0	Basis of Design Report	295	\$15,188.31	\$31,004.21	\$46,192.52	\$4,526.47	\$50,719.00	\$0.00	\$50,719.00
		Subtotal	1,976	\$107,811.93	\$199,330.98	\$307,142.91	\$29,645.88	\$336,788.79	\$917.56	\$337,706.35
		SubTotal, All Tasks	6,157	\$305,024.74	\$511,470.29	\$816,495.03	\$86,687.44	\$903,182.47	\$63,092.72	\$966,275.20
		TOTAL	6,157	\$305,024.74	\$511,470.29	\$816,495.03	\$86,687.44	\$903,182.47	\$63,092.72	\$966,275.20



# EXHIBIT A: FEE SUMMARY BY TASK

TASKS / FIRMS	LABOR EXPENSES						ODC	TOTAL PRICE
	Hours	Total Direct Labor Costs	Overhead Rate	Total Indirect Costs	Direct Labor + Indirect Costs	Fee Percentage		
TASK TITLES / CONSULTING FIRMS	Total Hours					Escalated Direct + Indirect + Fee = TOTAL LABOR COST		
<b>1 Project Management and Coordination</b>								
Herrera	278	\$17,752.42	20.00%	\$36,925.03	\$54,677.45	30.00%	\$406.00	\$60,449.18
Aspect Consulting	40	\$2,084.66	19.51%	\$4,034.06	\$6,118.74	29.00%	\$0.00	\$6,723.30
Associated Earth Sciences	12	\$1,153.80	11.00%	\$1,269.18	\$2,422.98	29.00%	\$0.00	\$2,757.58
Kerr Wood Leidal	0	\$0.00	1.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
PSE dba Element Solutions	92	\$5,038.84	11.77%	\$5,631.91	\$10,670.75	29.00%	\$0.00	\$12,132.02
TranTech Engineering	16	\$860.00	14.81%	\$1,279.77	\$2,139.77	29.00%	\$0.00	\$2,389.17
Watershed Science & Engineering	44	\$2,434.66	18.43%	\$4,567.67	\$7,002.35	29.00%	\$0.00	\$7,728.40
<b>Subtotal, Task 1</b>	<b>482</b>	<b>\$29,324.42</b>		<b>\$53,727.62</b>	<b>\$83,052.04</b>		<b>\$406.00</b>	<b>\$92,139.65</b>
<b>4 Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development</b>								
Herrera	320	\$16,281.20	20.00%	\$33,864.90	\$50,146.10	30.00%	\$8,500.00	\$63,520.46
Aspect Consulting	302	\$14,207.36	19.51%	\$27,492.66	\$41,700.02	29.00%	\$27,850.00	\$73,670.16
Associated Earth Sciences	264	\$12,960.52	11.00%	\$14,266.57	\$27,217.09	29.00%	\$5,058.00	\$36,033.64
Kerr Wood Leidal	8	\$2,080.00	1.00%	\$0.00	\$2,080.00	0.00%	\$0.00	\$2,080.00
PSE dba Element Solutions	530	\$20,887.20	11.77%	\$23,345.62	\$44,232.82	29.00%	\$0.00	\$60,260.11
TranTech Engineering	0	\$0.00	14.81%	\$0.00	\$0.00	29.00%	\$0.00	\$0.00
Watershed Science & Engineering	680	\$32,199.50	18.43%	\$60,673.52	\$92,873.02	29.00%	\$301.60	\$102,512.47
<b>Subtotal, Task 4</b>	<b>2,104</b>	<b>\$98,615.76</b>		<b>\$159,633.27</b>	<b>\$258,249.05</b>		<b>\$41,705.60</b>	<b>\$328,116.84</b>
<b>5 Repository Site Analysis and Coordination for SEIS</b>								
Herrera	254	\$11,270.92	20.00%	\$23,443.51	\$34,714.43	30.00%	\$0.00	\$38,055.71
Aspect Consulting	221	\$10,976.90	19.51%	\$21,241.40	\$32,218.30	29.00%	\$18,750.00	\$54,161.60
Associated Earth Sciences	144	\$7,717.92	11.00%	\$8,489.71	\$16,207.63	29.00%	\$58.00	\$18,503.83
Kerr Wood Leidal	0	\$0.00	1.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
PSE dba Element Solutions	892	\$34,796.87	11.77%	\$38,892.46	\$73,689.33	29.00%	\$1,108.88	\$84,895.31
TranTech Engineering	84	\$4,510.00	14.81%	\$6,711.33	\$11,221.33	29.00%	\$142.68	\$12,671.91
Watershed Science & Engineering	0	\$0.00	18.43%	\$0.00	\$0.00	29.00%	\$0.00	\$0.00
<b>Subtotal, Task 5</b>	<b>1,595</b>	<b>\$69,272.61</b>		<b>\$88,778.42</b>	<b>\$168,051.03</b>		<b>\$20,059.56</b>	<b>\$208,312.36</b>
<b>6 SCSSMAP Projects Design Development</b>								
Herrera	1,566	\$79,322.23	20.00%	\$164,980.24	\$244,312.47	30.00%	\$754.00	\$268,863.14
Aspect Consulting	60	\$3,927.36	19.51%	\$7,599.83	\$11,527.19	29.00%	\$0.00	\$12,666.13
Associated Earth Sciences	0	\$0.00	11.00%	\$0.00	\$0.00	29.00%	\$0.00	\$0.00
Kerr Wood Leidal	32	\$8,320.00	1.00%	\$0.00	\$8,320.00	0.00%	\$0.00	\$8,320.00
PSE dba Element Solutions	0	\$0.00	11.77%	\$0.00	\$0.00	29.00%	\$0.00	\$0.00
TranTech Engineering	180	\$9,754.00	14.81%	\$14,514.93	\$24,268.93	29.00%	\$163.56	\$27,261.15
Watershed Science & Engineering	138	\$6,486.34	18.43%	\$12,225.98	\$18,714.32	29.00%	\$0.00	\$20,565.94
<b>Subtotal, Task 6</b>	<b>1,976</b>	<b>\$107,611.93</b>		<b>\$199,330.98</b>	<b>\$307,142.91</b>		<b>\$917.56</b>	<b>\$337,706.35</b>
<b>SubTotal, All Tasks</b>	<b>6,157</b>	<b>\$305,024.74</b>		<b>\$511,470.29</b>	<b>\$816,495.03</b>		<b>\$63,092.72</b>	<b>\$966,275.20</b>
<b>TOTAL</b>	<b>6,157</b>	<b>\$305,024.74</b>		<b>\$511,470.29</b>	<b>\$816,495.03</b>		<b>\$63,092.72</b>	<b>\$966,275.20</b>

## EXHIBIT A: FEE SUMMARY BY FIRM

LABOR EXPENSES														INVOICED ODC	TOTAL PRICE
Names of CONSULTING FIRMS	% of Total Cost	Hours	Total Direct & Indirect Labor Costs					LABOR ESCALATION			FEE		LABOR SUBTOTAL		
			Total Direct Labor Costs	Overhead Rate	Total Indirect Costs	Direct Labor + Indirect Costs	Escalation Percentage	Labor Escalation Pool	Escalated Direct & Indirect Cost	Fee Percentage	Fee on Escalated Direct	Escalated Direct + Indirect + Fee = TOTAL LABOR COST			
Herrera	44.6%	2,418	\$124,626.77	208.00%	\$259,223.68	\$383,850.45	0.00%	\$0.00	\$383,850.45	30.00%	\$37,388.03	\$421,238.48	\$9,660.00	\$430,898.48	
Aspect Consulting	15.2%	623	\$31,196.30	193.51%	\$60,367.96	\$91,564.26	0.00%	\$0.00	\$91,564.26	29.00%	\$9,046.93	\$100,611.19	\$46,600.00	\$147,211.19	
Associated Earth Sciences	5.9%	420	\$21,832.24	110.00%	\$24,015.46	\$45,847.70	0.00%	\$0.00	\$45,847.70	29.00%	\$6,331.35	\$52,179.05	\$5,116.00	\$57,295.05	
Kerr Wood Leidal	1.1%	40	\$10,400.00	0.00%	\$0.00	\$10,400.00	0.00%	\$0.00	\$10,400.00	0.00%	\$0.00	\$10,400.00	\$0.00	\$10,400.00	
PSE dba Element Solutions	15.2%	1,514	\$60,722.91	111.77%	\$67,870.00	\$128,592.91	0.00%	\$0.00	\$128,592.91	29.00%	\$17,609.64	\$146,202.55	\$1,108.88	\$147,311.43	
TranTech Engineering	4.4%	280	\$15,124.00	148.81%	\$22,506.02	\$37,630.02	0.00%	\$0.00	\$37,630.02	29.00%	\$4,385.96	\$42,015.98	\$306.24	\$42,322.22	
Watershed Science & Engineering	13.5%	862	\$41,122.52	188.43%	\$77,487.16	\$118,609.68	0.00%	\$0.00	\$118,609.68	29.00%	\$11,925.53	\$130,535.22	\$301.60	\$130,836.82	
Sub Total	100.0%	6,157	\$305,024.74		\$511,470.29	\$816,495.03		\$0.00	\$816,495.03		\$86,687.44	\$903,182.47	\$63,092.72	\$966,275.20	
Lump Sum ODC														\$0.00	
TOTAL		6,157	\$305,024.74		\$511,470.29	\$816,495.03		\$0.00	\$816,495.03		\$86,687.44	\$903,182.47	\$63,092.72	\$966,275.20	
Total Fee for Sub-Consultants											\$49,299.41				



# EXHIBIT A: HERRERA (PRIME) LABOR FEE pg 1 of 2

PHASES / TASKS / SUBTASKS			Herrera			President	Vice President	Scientist V	Engineer V	Engineer V	Engineer V	Engineer V	
Phase or Subtask #	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES	Prime's Total Labor Hours	Prime's Direct Labor Cost	Prime's Total Labor Cost	Spillane, Michael	Wood, Theresa Vice President	Alarain, Dylan	Webb, Chris	Parsons, Jeff	Mostrenko, Ian	Huck, Kent	
1	1	Project Management and Coordination											
1	1.1.0	Project Coordination	222	\$13,759.70	\$42,379.88	72	20				12	12	74
1	1.2.0	SEIS Consultant Coordination	56	\$3,992.72	\$12,297.58	40							16
Subtotal			278	\$17,752.42	\$54,677.45	112	20	0	0		12	12	90
1	4	Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development											
4.1	4.1.0	Geotechnical	0	\$0.00	\$0.00								
	4.1.1	Field Explorations	0	\$0.00	\$0.00								
	4.1.1a	Upper and Lower Goodwin Reach Debris Deflection Berms/Levees	2	\$122.41	\$377.02						1	1	
	4.1.1b	In-Stream Sediments Traps	4	\$244.82	\$754.05						2	2	
	4.1.1c	Goodwin Reach Sediment Basins	2	\$122.41	\$377.02						1	1	
	4.1.2	Field Logs, Laboratory Testing, Geologic Interpretations	0	\$0.00	\$0.00								
	4.1.3	Geotechnical Engineering Analyses	4	\$244.82	\$754.05						2	2	
	4.1.4	Geotechnical Engineering Reports	8	\$489.64	\$1,508.09						4	4	
4.2	4.2.0	Groundwater	8	\$489.64	\$1,508.09						4	4	
4.3	4.3.0	Survey	0	\$0.00	\$0.00								
	4.3.1	Sediment Traps	8	\$364.82	\$1,123.85						2	2	
	4.3.2	Oat Coles North (Parker) Site	10	\$431.48	\$1,328.96							2	
	4.3.3	Goodwin North (Barlean) Site	10	\$431.48	\$1,328.96							2	
	4.3.4	Stream Cross Sections	10	\$487.52	\$1,501.56						4	2	
	4.3.5	Sediment Pilot Site	8	\$364.82	\$1,123.85						2	2	
4.4	4.4.0	Debris Flow Modeling	104	\$5,437.04	\$16,746.08						60	8	
4.5	4.5.0	Hydrologic and Hydraulic Modeling	38	\$2,118.70	\$6,525.80						18	12	
4.6	4.6.0	Environmental Monitoring - Weather stations	104	\$4,931.60	\$15,189.33			32			16		
Subtotal			320	\$16,281.20	\$50,146.10	0	0	32	0		116	44	0
1	5	Repository Site Analysis and Coordination for SEIS											
5.1	5.1.0	Geotechnical	0	\$0.00	\$0.00								
	5.1.1	Geotechnical Explorations	0	\$0.00	\$0.00								
	5.1.1a	Canyon Central (Millman)	4	\$120.00	\$369.60								
	5.1.1b	Goodwin North (Barlean) Site	4	\$120.00	\$369.60								
	5.1.1c	Oat Coles (Parker) Site	4	\$120.00	\$369.60								
	5.1.1d	Oat Coles South	4	\$120.00	\$369.60								
	5.1.2	Field Logs, Laboratory Testing, Geological Interpretations	0	\$0.00	\$0.00								
	5.1.3	Geotechnical Engineering Assessments	0	\$0.00	\$0.00								
	5.1.4	Reporting	0	\$0.00	\$0.00								
5.2	5.2.0	Groundwater	0	\$0.00	\$0.00								
5.3	5.3.0	Surface Water	0	\$0.00	\$0.00								
		30% stormwater Report 1 site (Canyon Central)	80	\$3,572.82	\$11,003.87	4				4			
		Conceptual Plans for 6 sites (Goodwin South, Oat Coles South, Oat Coles North, Goodwin North, Canyon North, and Canyon South) to support SEIS	80	\$3,618.96	\$11,146.40	4				2			
		Interim stormwater design for Oat Coles North site and Goodwin North	78	\$3,599.34	\$11,085.97	4				2			
5.4	5.4.0	Wetlands	0	\$0.00	\$0.00								
	5.4.1	Desktop Analysis	0	\$0.00	\$0.00								
	5.4.2	Field Assessment	0	\$0.00	\$0.00								
	5.4.3	Documentation	0	\$0.00	\$0.00								
	5.4.3a	Reconnaissance-Level Analyses	0	\$0.00	\$0.00								
	5.4.3b	Wetland Delineations	0	\$0.00	\$0.00								
	5.4.3c	Wetland Characterization	0	\$0.00	\$0.00								
	5.4.4	Wetlands Fieldwork Coordination	0	\$0.00	\$0.00								
5.5	5.5.0	Traffic Analysis	0	\$0.00	\$0.00								
Subtotal			254	\$11,270.92	\$34,714.43	12	0	0	0	8	0	0	0
1	6	SCSMAP Projects Design Development											
6.1	6.1.0	Sediment Traps	168	\$7,983.04	\$24,587.76	8					20	36	
6.2	6.2.0	Sediment Basins	252	\$12,929.88	\$39,823.41	18					90	60	
6.3	6.3.0	Debris Flow Deflection Berm and Levee	90	\$4,812.54	\$14,822.62	4					12	40	
6.4	6.4.0	Williams Pipeline Crossing	108	\$6,486.68	\$19,978.97	8					24	70	
6.5	6.5.0	Creek Channel Conveyance Improvements	0	\$0.00	\$0.00	0					0	0	
6.6	6.6.0	Creek Channel Maintenance Support	44	\$2,658.36	\$8,181.59	16						8	8
6.7	6.7.0	Repository Design	0	\$0.00	\$0.00								
	6.7.1	Interim Site Development	226	\$10,486.12	\$32,297.25	28							40
	6.7.2	Repository Design	448	\$21,781.40	\$67,086.71	40							120
6.8	6.8.0	Basis of Design Report	233	\$12,186.41	\$37,534.14	32					24	24	60
Subtotal			1,566	\$79,322.23	\$244,312.47	154	0	0	0	0	140	238	228
TOTAL			2,418	\$124,626.77	\$383,850.45	278	20	32	8	268	294	318	
Reflects total hours. Does not reflect the Total Price													
Direct Labor Rate Per Hour						\$77.51	\$68.12	\$67.99	\$67.61	\$61.35	\$61.06	\$55.77	
Overhead Rate						208.00%	\$161.22	\$141.69	\$141.42	\$140.63	\$127.61	\$127.00	\$116.00
Total Rate Per Hour						\$238.73	\$209.81	\$209.41	\$208.24	\$188.96	\$188.06	\$171.77	
Total Labor Cost						\$383,850.45	\$66,367.16	\$4,196.19	\$6,701.09	\$1,665.91	\$50,640.74	\$55,291.05	\$54,623.37
Total Direct Labor Cost						\$124,626.77	\$21,547.78	\$1,362.40	\$2,175.68	\$540.88	\$16,441.80	\$17,951.64	\$17,734.86
Fixed Fee %						30.00%							
Escalation %						0.00%							
Basis Year						2018							



## EXHIBIT A: HERRERA (PRIME) LABOR FEE pg 2 of 2

PHASES / TASKS / SUBTASKS			Engineer IV	Engineer IV	CAO Technician III	Engineer II	Engineer II	Engineer II	Engineer II	Analyst II	Scientist II	Scientist I	Accounting Administrator III	Administrative Coordinator IV	Administrative Coordinator III
Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES	Michelle, Colleen	Dale, Blaine	Turnidge, Laura	Schauer, Neil	Wu, Valerie	Kramer, Gretchen		Gagel, Joseph	Biss, Kyle	Bonsan, Ryan	Saavedra, Robin	Jackewich, Pam	Coleman, Marnie
1	1	Project Management and Coordination													
1	1.1.0	Project Coordination	12										20		
1	1.2.0	SEIS Consultant Coordination													
Subtotal			12	0	0	0	0	0	0	0	0	0	20	0	0
1	4	Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development													
4.1	4.1.0	Geotechnical													
	4.1.1	Field Explorations													
	4.1.1a	Upper and Lower Goodwin Reach Debris Deflection Berms/Levees													
	4.1.1b	In-Stream Sediments Traps													
	4.1.1c	Goodwin Reach Sediment Basins													
	4.1.2	Field Logs, Laboratory Testing, Geologic Interpretations													
	4.1.3	Geotechnical Engineering Analyses													
	4.1.4	Geotechnical Engineering Reports													
4.2	4.2.0	Groundwater													
4.3	4.3.0	Survey													
	4.3.1	Sediment Traps									4				
	4.3.2	Oat Coles North (Parker) Site	4								4				
	4.3.3	Goodwin North (Barlean) Site	4								4				
	4.3.4	Stream Cross Sections									4				
	4.3.5	Sediment Pilot Site									4				
4.4	4.4.0	Debris Flow Modeling							36						
4.5	4.5.0	Hydrologic and Hydraulic Modeling							8						
4.6	4.6.0	Environmental Monitoring - Weather stations							24		32				
Subtotal			8	0	0	0	0	68		20	32	0	0	0	0
1	5	Repository Site Analysis and Coordination for SEIS													
5.1	5.1.0	Geotechnical													
	5.1.1	Geotechnical Explorations													
	5.1.1a	Canyon Central (Millman)									4				
	5.1.1b	Goodwin North (Barlean) Site									4				
	5.1.1c	Oat Coles (Parker) Site									4				
	5.1.1d	Oat Coles South									4				
	5.1.2	Field Logs, Laboratory Testing, Geological Interpretations													
	5.1.3	Geotechnical Engineering Assessments													
	5.1.4	Reporting													
5.2	5.2.0	Groundwater													
5.3	5.3.0	Surface Water													
		30% stormwater Report 1 site (Canyon Central)	32		12	18				10					
		Conceptual Plans for 6 sites (Goodwin South, Oat Coles South, Oat Coles North, Goodwin North, Canyon North, and Canyon South) to support SEIS	32		24	18									
		Interim stormwater design for Oat Coles North site and Goodwin North	40		16	16									
5.4	5.4.0	Wetlands													
	5.4.1	Desktop Analysis													
	5.4.2	Field Assessment													
	5.4.3	Documentation													
	5.4.3a	Reconnaissance-Level Analyses													
	5.4.3b	Wetland Delineations													
	5.4.3c	Wetland Characterization													
	5.4.4	Wetlands Fieldwork Coordination													
5.5	5.5.0	Traffic Analysis													
Subtotal			104	0	52	52	0	0	26	0	0	0	0	0	0
1	6	SCSMAP Projects Design Development													
6.1	6.1.0	Sediment Traps			60		40			4					
6.2	6.2.0	Sediment Basins			40			70		4					
6.3	6.3.0	Debris Flow Deflection Berm and Levee			30					4					
6.4	6.4.0	Williams Pipeline Crossing								4					
6.5	6.5.0	Creek Channel Conveyance Improvements			0					0					
6.6	6.6.0	Creek Channel Maintenance Support			12										
6.7	6.7.0	Repository Design													
	6.7.1	Interim Site Development	40	24	40	8				5		40			
	6.7.2	Repository Design	40	60	180					8					
6.8	6.8.0	Basis of Design Report	24					24						40	5
Subtotal			104	84	362	8	40	94	29	0	40	0	40	40	5
TOTAL			228	84	414	60	40	162	75	32	40	20	40	40	5
Reflects total hours. Does not reflect the Total Price.															
			\$47.34	\$43.86	\$40.13	\$38.95	\$35.25	\$35.21	\$30.00	\$29.04	\$26.86	\$32.63	\$33.04	\$23.85	
			\$98.47	\$91.23	\$83.47	\$80.39	\$73.32	\$73.24	\$62.40	\$60.40	\$55.87	\$67.87	\$68.72	\$49.61	
			\$145.81	\$135.09	\$123.60	\$119.04	\$108.57	\$108.45	\$92.40	\$89.44	\$82.73	\$100.50	\$101.76	\$73.46	
			\$33,244.04	\$11,347.46	\$51,170.57	\$7,142.52	\$4,342.80	\$17,568.38	\$6,930.00	\$2,862.18	\$3,309.15	\$2,010.01	\$4,070.53	\$367.29	
			\$10,793.52	\$3,684.24	\$16,613.82	\$2,319.00	\$1,410.00	\$5,704.02	\$2,250.00	\$929.28	\$1,074.40	\$652.60	\$1,321.60	\$119.25	



# EXHIBIT A: ASSOCIATED EARTH SCIENCES INC LABOR FEE

Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS	Associated Earth Sciences			Charles Lindsey Sr. Principal	Jay Chennault Associate	Katherine Baker Sr. Staff	Anton Ynga Staff	Beth Nelson Drafting	Keren Baran GIS/Comp Services	Eri Nishizawa Admin/VP
			SUB #2's Total Labor Hours	Sub #2's Direct Labor Cost	SUB #2's Total Labor Cost							
1	1	Project Management and Coordination										
	1.1.0	Project Coordination	12	\$1,153.80	\$2,422.98	12						
	1.2.0	SEIS Consultant Coordination	0	\$0.00	\$0.00							
		Subtotal	12	\$1,153.80	\$2,422.98	12	0	0	0	0	0	0
1	4	Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development										
	4.1	Geotechnical	0	\$0.00	\$0.00							
	4.1.1	Field Explorations	0	\$0.00	\$0.00							
	4.1.1a	Upper and Lower Goodwin Reach Debris Deflection Berms/Levees	0	\$0.00	\$0.00							
	4.1.1b	In-Stream Sediments Traps	0	\$0.00	\$0.00							
	4.1.1c	Goodwin Reach Sediment Basins	0	\$0.00	\$0.00							
	4.1.2	Field Logs, Laboratory Testing, Geologic Interpretations	0	\$0.00	\$0.00							
	4.1.3	Geotechnical Engineering Analyses	0	\$0.00	\$0.00							
	4.1.4	Geotechnical Engineering Reports	0	\$0.00	\$0.00							
	4.2	Groundwater	264	\$12,960.52	\$27,217.09	80	12	60	80	8	16	8
	4.3	Survey	0	\$0.00	\$0.00							
	4.3.1	Sediment Traps	0	\$0.00	\$0.00							
	4.3.2	Oat Coles North (Parker) Site	0	\$0.00	\$0.00							
	4.3.3	Goodwin North (Barlean) Site	0	\$0.00	\$0.00							
	4.3.4	Stream Cross Sections	0	\$0.00	\$0.00							
	4.3.5	Sediment Pilot Site	0	\$0.00	\$0.00							
	4.4	Debris Flow Modeling	0	\$0.00	\$0.00							
	4.5	Hydrologic and Hydraulic Modeling	0	\$0.00	\$0.00							
	4.6	Environmental Monitoring - Weather stations	0	\$0.00	\$0.00							
		Subtotal	264	\$12,960.52	\$27,217.09	80	12	60	80	8	16	8
1	5	Repository Site Analysis and Coordination for SEIS										
	5.1	Geotechnical	0	\$0.00	\$0.00							
	5.1.1	Geotechnical Explorations	0	\$0.00	\$0.00							
	5.1.1a	Canyon Central (Millman)	0	\$0.00	\$0.00							
	5.1.1b	Goodwin North (Barlean) Site	0	\$0.00	\$0.00							
	5.1.1c	Oat Coles (Parker) Site	0	\$0.00	\$0.00							
	5.1.1d	Oat Coles South	0	\$0.00	\$0.00							
	5.1.2	Field Logs, Laboratory Testing, Geological Interpretations	0	\$0.00	\$0.00							
	5.1.3	Geotechnical Engineering Assessments	0	\$0.00	\$0.00							
	5.1.4	Reporting	0	\$0.00	\$0.00							
	5.2	Groundwater	144	\$7,171.92	\$16,207.63	40	40	32	0	8	16	8
	5.3	Surface Water	0	\$0.00	\$0.00							
		30% stormwater Report 1 site (Canyon Central)	0	\$0.00	\$0.00							
		Conceptual Plans for 6 sites (Goodwin South, Oat Coles South, Oat Coles North, Goodwin North, Canyon North, and Canyon South) to support SEIS	0	\$0.00	\$0.00							
		Interim stormwater design for Oat Coles North site and Goodwin North	0	\$0.00	\$0.00							
	5.4	Wetlands	0	\$0.00	\$0.00							
	5.4.1	Desktop Analysis	0	\$0.00	\$0.00							
	5.4.2	Field Assessment	0	\$0.00	\$0.00							
	5.4.3	Documentation	0	\$0.00	\$0.00							
	5.4.3a	Reconnaissance-Level Analyses	0	\$0.00	\$0.00							
	5.4.3b	Wetland Delineations	0	\$0.00	\$0.00							
	5.4.3c	Wetland Characterization	0	\$0.00	\$0.00							
	5.4.4	Wetlands Fieldwork Coordination	0	\$0.00	\$0.00							
	5.5	Traffic Analysis	0	\$0.00	\$0.00							
		Subtotal	144	\$7,171.92	\$16,207.63	40	40	32	0	8	16	8
1	6	SCSMAP Projects Design Development										
	6.1	Sediment Traps	0	\$0.00	\$0.00							
	6.2	Sediment Basins	0	\$0.00	\$0.00							
	6.3	Debris Flow Deflection Berm and Levee	0	\$0.00	\$0.00							
	6.4	Williams Pipeline Crossing	0	\$0.00	\$0.00							
	6.5	Creek Channel Conveyance Improvements	0	\$0.00	\$0.00							
	6.6	Creek Channel Maintenance Support	0	\$0.00	\$0.00							
	6.7	Repository Design	0	\$0.00	\$0.00							
	6.7.1	Interim Site Development	0	\$0.00	\$0.00							
	6.7.2	Repository Design	0	\$0.00	\$0.00							
	6.8	Basis of Design Report	0	\$0.00	\$0.00							
		Subtotal	0	\$0.00	\$0.00	0	0	0	0	0	0	0
		TOTAL	420	\$21,832.24	\$45,847.70	132	52	92	80	16	32	16
		Reflects total hours. Does not reflect the Total Price.										
		Direct Labor Rate Per Hour				\$96.15	\$50.00	\$28.45	\$25.00	\$26.56	\$34.40	\$24.83
		Overhead Rate				110.00%	\$105.77	\$55.00	\$31.30	\$29.22	\$37.84	\$27.31
		Total Rate Per Hour				\$201.92	\$105.00	\$59.75	\$55.78	\$55.78	\$72.24	\$52.14
		Total Labor Cost				\$45,847.70	\$26,652.78	\$5,496.54	\$4,200.00	\$892.42	\$2,311.68	\$834.29
		Total Direct Labor Cost				\$21,832.24	\$12,691.80	\$2,600.00	\$2,617.40	\$2,000.00	\$424.96	\$1,100.80
		Fee %				29.00%						
		Escalation %				0.00%						
		Basis Year				2018						



# EXHIBIT A: ASPECT CONSULTING LABOR FEE

Phase or Task	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES	Aspect Consulting			Principal 1 Eric O. Andersen	Associate Andy Holmson	Project 1 Eric Schallenger	Staff 3 Aaron Fitts	Senior CAD Technician Caroline Vail Tracy Snyke	Project Coordinator 2 Celia Harshbarger
			SUB #1's Total Labor Hours	Sub #1's Direct Labor Cost	SUB #1's Total Labor Cost						
1	1	Project Management and Coordination									
	1.1.0	Project Coordination	40	\$2,084.68	\$6,118.74	16			12		12
	1.2.0	SEIS Consultant Coordination	0	\$0.00	\$0.00						
		Subtotal	40	\$2,084.68	\$6,118.74	16	0	0	12	0	12
1	4	Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development									
	4.1	Geotechnical	0	\$0.00	\$0.00						
	4.1.1	Field Explorations	28	\$1,318.08	\$3,868.70	8			12		8
	4.1.1a	Upper and Lower Goodwin Reach Debris Deflection Berms/Levees	12	\$622.64	\$1,827.51	4		4	4		
	4.1.1b	In-Stream Sediments Traps	42	\$1,891.80	\$5,552.62	8		4	30		
	4.1.1c	Goodwin Reach Sediment Basins	22	\$1,088.84	\$3,137.15	6			16		
	4.1.2	Field Logs, Laboratory Testing, Geologic Interpretations	52	\$2,378.16	\$6,980.14	8		12	24	8	
	4.1.3	Geotechnical Engineering Analyses	78	\$3,454.44	\$10,139.13	12		48	18		
	4.1.4	Geotechnical Engineering Reports	68	\$3,473.40	\$10,194.78	16	8	24	12	4	4
	4.2	Groundwater	0	\$0.00	\$0.00						
	4.3	Survey	0	\$0.00	\$0.00						
	4.3.1	Sediment Traps	0	\$0.00	\$0.00						
	4.3.2	Oat Coles North (Parker) Site	0	\$0.00	\$0.00						
	4.3.3	Goodwin North (Barlean) Site	0	\$0.00	\$0.00						
	4.3.4	Stream Cross Sections	0	\$0.00	\$0.00						
	4.3.5	Sediment Pilot Site	0	\$0.00	\$0.00						
	4.4	Debris Flow Modeling	0	\$0.00	\$0.00						
	4.5	Hydrologic and Hydraulic Modeling	0	\$0.00	\$0.00						
	4.6	Environmental Monitoring - Weather stations	0	\$0.00	\$0.00						
		Subtotal	302	\$14,207.36	\$41,700.02	62	8	92	116	12	12
1	5	Repository Site Analysis and Coordination for SEIS									
	5.1	Geotechnical	0	\$0.00	\$0.00						
	5.1.1	Geotechnical Explorations	24	\$1,411.88	\$4,143.42	12			12		
	5.1.1a	Canyon Central (Millman)	38	\$1,739.72	\$5,109.25	8			30		
	5.1.1b	Goodwin North (Barlean) Site	9	\$371.74	\$1,091.09	1			8		
	5.1.1c	Oat Coles (Parker) Site	9	\$371.74	\$1,091.09	1			8		
	5.1.1d	Oat Coles South	9	\$371.74	\$1,091.09	1			8		
	5.1.2	Field Logs, Laboratory Testing, Geological Interpretations	18	\$805.18	\$2,383.23	2		4	8	4	
	5.1.3	Geotechnical Engineering Assessments	46	\$2,431.72	\$7,137.34	16		24	8		
	5.1.4	Reporting	68	\$3,473.40	\$10,194.78	16	8	24	12	4	4
	5.2	Groundwater	0	\$0.00	\$0.00						
	5.3	Surface Water	0	\$0.00	\$0.00						
		30% stormwater Report 1 site (Canyon Central)	0	\$0.00	\$0.00						
		Conceptual Plans for 8 sites (Goodwin South, Oat Coles South, Oat Coles North, Goodwin North, Canyon North, and Canyon South) to support SEIS	0	\$0.00	\$0.00						
		Interim stormwater design for Oat Coles North site and Goodwin North	0	\$0.00	\$0.00						
	5.4	Wetlands	0	\$0.00	\$0.00						
	5.4.1	Desktop Analysis	0	\$0.00	\$0.00						
	5.4.2	Field Assessment	0	\$0.00	\$0.00						
	5.4.3	Documentation	0	\$0.00	\$0.00						
	5.4.3a	Reconnaissance-Level Analyses	0	\$0.00	\$0.00						
	5.4.3b	Wetland Delineations	0	\$0.00	\$0.00						
	5.4.3c	Wetland Characterization	0	\$0.00	\$0.00						
	5.4.4	Wetlands Fieldwork Coordination	0	\$0.00	\$0.00						
	5.5	Traffic Analysis	0	\$0.00	\$0.00						
		Subtotal	221	\$10,976.90	\$32,218.30	57	8	52	92	8	4
1	6	SCSMAP Projects Design Development									
	6.1	Sediment Traps	8	\$564.08	\$1,655.63	6			2		
	6.2	Sediment Basins	4	\$238.72	\$700.67	2			2		
	6.3	Debris Flow Deflection Berm and Levee	6	\$401.40	\$1,178.15	4			2		
	6.4	Williams Pipeline Crossing	10	\$640.12	\$1,878.82	8			4		
	6.5	Creek Channel Conveyance Improvements	0	\$0.00	\$0.00	0					
	6.6	Creek Channel Maintenance Support	0	\$0.00	\$0.00						
	6.7	Repository Design	0	\$0.00	\$0.00						
	6.7.1	Interim Site Development	0	\$0.00	\$0.00						
	6.7.2	Repository Design	32	\$2,083.04	\$6,113.93	20			12		
	6.8	Basis of Design Report	0	\$0.00	\$0.00						
		Subtotal	60	\$3,927.36	\$11,527.19	38	0	22	0	0	0
		TOTAL	623	\$31,196.30	\$91,564.26	173	16	166	220	20	28
		Reflects total hours. Does not reflect the Total Price									
		Direct Labor Rate Per Hour			\$81.34	\$63.50	\$38.02	\$36.30	\$50.00	\$28.97	
		Overhead Rate		193.51%	\$157.40	\$122.88	\$73.57	\$70.24	\$96.76	\$56.06	
		Total Rate Per Hour			\$238.74	\$186.38	\$111.59	\$106.54	\$146.76	\$85.03	
		Total Labor Cost	\$91,564.26	\$41,302.20	\$2,982.06	\$18,524.36	\$23,439.71	\$2,935.10	\$2,380.84		
		Total Direct Labor Cost	\$31,196.30	\$14,071.82	\$1,016.00	\$6,311.32	\$7,986.00	\$1,000.00	\$811.15		
		Fee %		29.00%							
		Escalation %		0.00%							
		Basis Year		2018							



# EXHIBIT A: KERR WOOD LEIDAL LABOR FEE

PHASES / TASKS / SUBTASKS				Kerr Wood Leidal			Senior Water Resources Engineer	Project Engineer	Project Assistant
Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES	SUB #3's Total Labor Hours	Sub #3's Direct Labor Cost	SUB #3's Total Labor Cost	Make Current	Name	Name	
1	1	Project Management and Coordination							
1	1.1.0	Project Coordination	0	\$0.00	\$0.00				
1	1.2.0	SEIS Consultant Coordination	0	\$0.00	\$0.00				
Subtotal			0	\$0.00	\$0.00	0	0		
1	4	Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development							
4.1	4.1.0	Geotechnical	0	\$0.00	\$0.00				
	4.1.1	Field Explorations	0	\$0.00	\$0.00				
	4.1.1a	Upper and Lower Goodwin Reach Debris Deflection Berms/Levees	0	\$0.00	\$0.00				
	4.1.1b	In-Stream Sediments Traps	0	\$0.00	\$0.00				
	4.1.1c	Goodwin Reach Sediment Basins	0	\$0.00	\$0.00				
	4.1.2	Field Logs, Laboratory Testing, Geologic Interpretations	0	\$0.00	\$0.00				
	4.1.3	Geotechnical Engineering Analyses	0	\$0.00	\$0.00				
	4.1.4	Geotechnical Engineering Reports	0	\$0.00	\$0.00				
4.2	4.2.0	Groundwater	0	\$0.00	\$0.00				
4.3	4.3.0	Survey	0	\$0.00	\$0.00				
	4.3.1	Sediment Traps	0	\$0.00	\$0.00				
	4.3.2	Oat Coles North (Parker) Site	0	\$0.00	\$0.00				
	4.3.3	Goodwin North (Barlean) Site	0	\$0.00	\$0.00				
	4.3.4	Stream Cross Sections	0	\$0.00	\$0.00				
	4.3.5	Sediment Pilot Site	0	\$0.00	\$0.00				
4.4	4.4.0	Debris Flow Modeling	8	\$2,080.00	\$2,080.00	8			
4.5	4.5.0	Hydrologic and Hydraulic Modeling	0	\$0.00	\$0.00				
4.6	4.6.0	Environmental Monitoring - Weather stations	0	\$0.00	\$0.00				
Subtotal			8	\$2,080.00	\$2,080.00	8	0		
1	5	Repository Site Analysis and Coordination for SEIS							
5.1	5.1.0	Geotechnical	0	\$0.00	\$0.00				
	5.1.1	Geotechnical Explorations	0	\$0.00	\$0.00				
	5.1.1a	Canyon Central (Millman)	0	\$0.00	\$0.00				
	5.1.1b	Goodwin North (Barlean) Site	0	\$0.00	\$0.00				
	5.1.1c	Oat Coles (Parker) Site	0	\$0.00	\$0.00				
	5.1.1d	Oat Coles South	0	\$0.00	\$0.00				
	5.1.2	Field Logs, Laboratory Testing, Geological Interpretations	0	\$0.00	\$0.00				
	5.1.3	Geotechnical Engineering Assessments	0	\$0.00	\$0.00				
	5.1.4	Reporting	0	\$0.00	\$0.00				
5.2	5.2.0	Groundwater	0	\$0.00	\$0.00				
5.3	5.3.0	Surface Water	0	\$0.00	\$0.00				
		30% stormwater Report 1 site (Canyon Central)	0	\$0.00	\$0.00				
		Conceptual Plans for 9 sites (Goodwin South, Oat Coles South, Oat Coles North, Goodwin North, Canyon North, and Canyon South) to support SEIS	0	\$0.00	\$0.00				
		Interim stormwater design for Oat Coles North site and Goodwin North	0	\$0.00	\$0.00				
5.4	5.4.0	Wetlands	0	\$0.00	\$0.00				
	5.4.1	Desktop Analysis	0	\$0.00	\$0.00				
	5.4.2	Field Assessment	0	\$0.00	\$0.00				
	5.4.3	Documentation	0	\$0.00	\$0.00				
	5.4.3a	Reconnaissance-Level Analyses	0	\$0.00	\$0.00				
	5.4.3b	Wetland Delineations	0	\$0.00	\$0.00				
	5.4.3c	Wetland Characterization	0	\$0.00	\$0.00				
	5.4.4	Wetlands Fieldwork Coordination	0	\$0.00	\$0.00				
5.5	5.5.0	Traffic Analysis	0	\$0.00	\$0.00				
Subtotal			0	\$0.00	\$0.00	0	0	0	
1	6	SCSMAP Projects Design Development							
6.1	6.1.0	Sediment Traps	0	\$0.00	\$0.00				
6.2	6.2.0	Sediment Basins	0	\$0.00	\$0.00				
6.3	6.3.0	Debris Flow Deflection Berm and Levee	32	\$8,320.00	\$8,320.00	32			
6.4	6.4.0	Williams Pipeline Crossing	0	\$0.00	\$0.00				
6.5	6.5.0	Creek Channel Conveyance Improvements	0	\$0.00	\$0.00				
6.6	6.6.0	Creek Channel Maintenance Support	0	\$0.00	\$0.00				
6.7	6.7.0	Repository Design	0	\$0.00	\$0.00				
	6.7.1	Interim Site Development	0	\$0.00	\$0.00				
	6.7.2	Repository Design	0	\$0.00	\$0.00				
6.8	6.8.0	Basis of Design Report	0	\$0.00	\$0.00				
Subtotal			32	\$8,320.00	\$8,320.00	32	0	0	
TOTAL			40	\$10,400.00	\$10,400.00	40	0	0	
Reflects total hours. Does not reflect the Total Price									
Direct Labor Rate Per Hour						\$260.00	\$140.00	\$80.00	
Overhead Rate						0.00%	\$0.00	\$0.00	
Total Rate Per Hour						\$260.00	\$140.00	\$80.00	
Total Labor Cost						\$10,400.00	\$10,400.00	\$0.00	
Total Direct Labor Cost						\$10,400.00	\$10,400.00	\$0.00	
Fee %						0.00%			
Escalation %						0.00%			
Basis Year						2018			



# EXHIBIT A: PSE dba ELEMENT SOLUTIONS LABOR FEE

Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES	PSE dba Element Solutions			Principal Scientist	Senior Project Scientist	Survey Crew Chief	Survey Crew Member	Principal Land Surveyor	Senior CAD Technician	GIS/CAD Technician
			SUB #4's Total Labor Hours	SUB #4's Direct Labor Cost	SUB #4's Total Labor Cost	Name	Name	Pete Brands	Hours reported two survey staff	Adam Nelson	Ryan Twiss	Lucas Phillips
1	1	Project Management and Coordination										
	1.1.0	Project Coordination	12	\$657.24	\$1,391.84	12						
	1.2.0	SEIS Consultant Coordination	80	\$4,381.60	\$9,278.91	80						
		Subtotal	92	\$5,038.84	\$10,670.75	92	0	0	0	0	0	0
1	4	Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development										
	4.1	Geotechnical	0	\$0.00	\$0.00							
	4.1.1	Field Explorations	0	\$0.00	\$0.00							
	4.1.1a	Upper and Lower Goodwin Reach Debris Deflection Berms/Levees	0	\$0.00	\$0.00							
	4.1.1b	In-Stream Sediments Traps	0	\$0.00	\$0.00							
	4.1.1c	Goodwin Reach Sediment Basins	0	\$0.00	\$0.00							
	4.1.2	Field Logs, Laboratory Testing, Geologic Interpretations	0	\$0.00	\$0.00							
	4.1.3	Geotechnical Engineering Analyses	0	\$0.00	\$0.00							
	4.1.4	Geotechnical Engineering Reports	0	\$0.00	\$0.00							
	4.2	Groundwater	0	\$0.00	\$0.00							
	4.3	Survey	0	\$0.00	\$0.00							
	4.3.1	Sediment Traps	147	\$5,757.83	\$12,193.36			7	108	12	20	
	4.3.2	Oat Coles North (Parker) Site	127	\$4,842.01	\$10,253.92			7	100	2	18	
	4.3.3	Goodwin North (Barlean) Site	81	\$3,070.81	\$6,503.05			3	80	2	18	
	4.3.4	Stream Cross Sections	81	\$3,220.49	\$6,820.03			3	80	10	8	
	4.3.5	Sediment Pilot Site	78	\$3,119.74	\$6,806.87			4	48	10	18	
	4.4	Debris Flow Modeling	16	\$876.32	\$1,855.78	16						
	4.5	Hydrologic and Hydraulic Modeling	0	\$0.00	\$0.00							
	4.6	Environmental Monitoring - Weather stations	0	\$0.00	\$0.00							
		Subtotal	530	\$20,887.20	\$44,232.82	16	0	24	376	36	78	0
1	5	Repository Site Analysis and Coordination for SEIS										
	5.1	Geotechnical	0	\$0.00	\$0.00							
	5.1.1	Geotechnical Explorations	0	\$0.00	\$0.00							
	5.1.1a	Canyon Central (Millman)	0	\$0.00	\$0.00							
	5.1.1b	Goodwin North (Barlean) Site	0	\$0.00	\$0.00							
	5.1.1c	Oat Coles (Parker) Site	0	\$0.00	\$0.00							
	5.1.1d	Oat Coles South	0	\$0.00	\$0.00							
	5.1.2	Field Logs, Laboratory Testing, Geological Interpretations	0	\$0.00	\$0.00							
	5.1.3	Geotechnical Engineering Assessments	0	\$0.00	\$0.00							
	5.1.4	Reporting	0	\$0.00	\$0.00							
	5.2	Groundwater	0	\$0.00	\$0.00							
	5.3	Surface Water	0	\$0.00	\$0.00							
		30% stormwater Report 1 site (Canyon Central)	0	\$0.00	\$0.00							
		Conceptual Plans for 6 sites (Goodwin South, Oat Coles South, Oat Coles North, Goodwin North, Canyon North, and Canyon South) to support SEIS	0	\$0.00	\$0.00							
		Interim stormwater design for Oat Coles North site and Goodwin North	0	\$0.00	\$0.00							
	5.4	Wetlands	0	\$0.00	\$0.00							
	5.4.1	Desktop Analysis	24	\$636.00	\$1,346.86							24
	5.4.2	Field Assessment	201	\$7,437.00	\$15,749.33		201					
	5.4.3	Documentation	0	\$0.00	\$0.00							
	5.4.3a	Reconnaissance-Level Analyses	308	\$11,821.37	\$25,034.12	56	199					53
	5.4.3b	Wetland Delineations	218	\$8,066.00	\$17,081.37		218					
	5.4.3c	Wetland Characterization	41	\$1,359.50	\$2,879.01		26					15
	5.4.4	Wetlands Fieldwork Coordination	100	\$5,477.00	\$11,598.84	100						
	5.5	Traffic Analysis	0	\$0.00	\$0.00							
		Subtotal	892	\$34,796.87	\$73,689.33	156	644	0	0	0	0	92
1	6	SCSMAP Projects Design Development										
	6.1	Sediment Traps	0	\$0.00	\$0.00							
	6.2	Sediment Basins	0	\$0.00	\$0.00							
	6.3	Debris Flow Deflection Berm and Levee	0	\$0.00	\$0.00							
	6.4	Williams Pipeline Crossing	0	\$0.00	\$0.00							
	6.5	Creek Channel Conveyance Improvements	0	\$0.00	\$0.00							
	6.6	Creek Channel Maintenance Support	0	\$0.00	\$0.00							
	6.7	Repository Design	0	\$0.00	\$0.00							
	6.7.1	Interim Site Development	0	\$0.00	\$0.00							
	6.7.2	Repository Design	0	\$0.00	\$0.00							
	6.8	Basis of Design Report	0	\$0.00	\$0.00							
		Subtotal	0	\$0.00	\$0.00	0	0	0	0	0	0	0
		TOTAL	1,514	\$60,722.91	\$128,592.91	264	644	24	376	36	78	92
		Reflects total hours. Does not reflect the Total Price										
		Direct Labor Rate Per Hour			\$54.77	\$37.00	\$54.77	\$37.00	\$54.77	\$36.06	\$26.50	
		Overhead Rate			111.77%	\$61.22	\$41.35	\$61.22	\$41.35	\$61.22	\$40.30	\$29.62
		Total Rate Per Hour			\$115.99	\$78.35	\$115.99	\$78.35	\$115.99	\$76.36	\$56.12	
		Total Labor Cost		\$128,592.91	\$30,620.42	\$50,460.56	\$2,783.67	\$29,461.44	\$4,175.51	\$5,956.41	\$5,134.89	
		Total Direct Labor Cost		\$60,722.91	\$14,459.28	\$23,828.00	\$1,314.48	\$13,912.00	\$1,971.72	\$2,812.68	\$2,424.75	
		Fee %			29.00%							
		Escalation %			0.00%							
		Basis Year			2018							



# EXHIBIT A: TRANTECH ENGINEERING LABOR FEE

PHASES / TASKS / SUBTASKS			TranTech Engineering			Project Manager	Senior Structural Engineer	Senior Civil Engineer	Project Structural Engineer	Project Civil Engineer	Staff Structural Engineer 1	Staff Civil Engineer	Senior CAD Technician	Administrative Assistant 2	Administrative Assistant 1	Resident Engineer (RAC)
Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES	SUB #5's Total Labor Hours	SUB #5's Direct Labor Cost	SUB #5's Total Labor Cost	Thomas Weller	Jim King	Nick Adams	Scott Shaw	Ramadasa Bai	Swarna Raju	Kenneth Mackey	Donna Jensen	Cheryl Barry	Margaret Mackey	Khashayar Niazai
1	1	Project Management and Coordination														
1	1.1.0	Project Coordination	16	\$860.00	\$2,139.77	12										4
1	1.2.0	SEIS Consultant Coordination	0	\$0.00	\$0.00											
Subtotal			16	\$860.00	\$2,139.77	12	0	0	0	0	0	0	0	0	0	4
1	4	Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development														0
4.1	4.1.0	Geotechnical	0	\$0.00	\$0.00											
	4.1.1	Field Explorations	0	\$0.00	\$0.00											
	4.1.1a	Upper and Lower Goodwin Reach Debris Deflection Berms/Leaves	0	\$0.00	\$0.00											
	4.1.1b	In-Stream Sediments Traps	0	\$0.00	\$0.00											
	4.1.1c	Goodwin Reach Sediment Basins	0	\$0.00	\$0.00											
	4.1.2	Field Logs, Laboratory Testing, Geological Interpretations	0	\$0.00	\$0.00											
	4.1.3	Geotechnical Engineering Analyses	0	\$0.00	\$0.00											
	4.1.4	Geotechnical Engineering Reports	0	\$0.00	\$0.00											
4.2	4.2.0	Groundwater	0	\$0.00	\$0.00											
4.3	4.3.0	Survey	0	\$0.00	\$0.00											
	4.3.1	Sediment Traps	0	\$0.00	\$0.00											
	4.3.2	Oat Coles North (Parker) Site	0	\$0.00	\$0.00											
	4.3.3	Goodwin North (Barlean) Site	0	\$0.00	\$0.00											
	4.3.4	Stream Cross Sections	0	\$0.00	\$0.00											
	4.3.5	Sediment Pilot Site	0	\$0.00	\$0.00											
4.4	4.4.0	Debris Flow Modeling	0	\$0.00	\$0.00											
4.5	4.5.0	Hydrologic and Hydraulic Modeling	0	\$0.00	\$0.00											
4.6	4.6.0	Environmental Monitoring - Weather stations	0	\$0.00	\$0.00											
Subtotal			0	\$0.00	\$0.00	0	0	0	0	0	0	0	0	0	0	0
1	5	Repository Site Analysis and Coordination for SEIS														
5.1	5.1.0	Geotechnical	0	\$0.00	\$0.00											
	5.1.1	Geotechnical Explorations	0	\$0.00	\$0.00											
	5.1.1a	Canyon Central (Malmgren)	0	\$0.00	\$0.00											
	5.1.1b	Goodwin North (Barlean) Site	0	\$0.00	\$0.00											
	5.1.1c	Oat Coles (Parker) Site	0	\$0.00	\$0.00											
	5.1.1d	Oat Coles South	0	\$0.00	\$0.00											
	5.1.2	Field Logs, Laboratory Testing, Geological Interpretations	0	\$0.00	\$0.00											
	5.1.3	Geotechnical Engineering Assessments	0	\$0.00	\$0.00											
	5.1.4	Reporting	0	\$0.00	\$0.00											
5.2	5.2.0	Groundwater	0	\$0.00	\$0.00											
5.3	5.3.0	Surface Water	0	\$0.00	\$0.00											
		30% stormwater Report 1 site (Canyon Central)	0	\$0.00	\$0.00											
		Conceptual Plans for 6 sites (Goodwin South, Oat Coles South, Oat Coles North, Goodwin North, Canyon North, and Canyon South) to support SEIS	0	\$0.00	\$0.00											
		Interim stormwater design for Oat Coles North site and Goodwin North	0	\$0.00	\$0.00											
5.4	5.4.0	Wetlands	0	\$0.00	\$0.00											
	5.4.1	Desktop Analysis	0	\$0.00	\$0.00											
	5.4.2	Field Assessment	0	\$0.00	\$0.00											
	5.4.3	Documentation	0	\$0.00	\$0.00											
	5.4.3a	Reconnaissance-Level Analyses	0	\$0.00	\$0.00											
	5.4.3b	Wetland Delineations	0	\$0.00	\$0.00											
	5.4.3c	Wetland Characterization	0	\$0.00	\$0.00											
	5.4.4	Wetlands Fieldwork Coordination	0	\$0.00	\$0.00											
5.5	5.5.0	Traffic Analysis	84	\$4,510.00	\$11,221.33	6		50			4		20		4	
Subtotal			84	\$4,510.00	\$11,221.33	6	0	50	0	4	0	20	0	4	0	0
1	6	SCSMP Projects Design Development														
6.1	6.1.0	Sediment Traps	52	\$2,816.00	\$7,006.49	2	8		16		16		8			2
6.2	6.2.0	Sediment Basins	0	\$0.00	\$0.00											
6.3	6.3.0	Debris Flow Deflection Berm and Leaves	0	\$0.00	\$0.00											
6.4	6.4.0	Williams Pipeline Crossing	128	\$6,938.00	\$17,262.44	2	24		36	8	40		16			4
6.5	6.5.0	Creek Channel Conveyance Improvements	0	\$0.00	\$0.00											
6.6	6.6.0	Creek Channel Maintenance Support	0	\$0.00	\$0.00											
6.7	6.7.0	Repository Design	0	\$0.00	\$0.00											
	6.7.1	Interim Site Development	0	\$0.00	\$0.00											
	6.7.2	Repository Design	0	\$0.00	\$0.00											
6.8	6.8.0	Basis of Design Report	0	\$0.00	\$0.00											
Subtotal			180	\$9,754.00	\$24,268.93	4	32	0	52	6	56	0	24	0	0	6
TOTAL			280	\$15,124.00	\$37,630.02	22	32	50	52	10	56	20	24	4	4	6
Reflects total hours. Does not reflect the Total Price.																
Direct Labor Rate Per Hour						\$65.00	\$70.00	\$80.00	\$60.00	\$50.00	\$42.00	\$40.00	\$42.00	\$30.00	\$20.00	\$79.00
Overhead Rate						148.81%	\$96.73	\$104.17	\$89.29	\$89.29	\$74.41	\$62.50	\$59.52	\$62.50	\$44.64	\$29.76
Total Rate Per Hour						\$161.73	\$174.17	\$149.29	\$149.29	\$124.41	\$104.50	\$99.52	\$104.50	\$74.64	\$49.76	\$196.56
Total Labor Cost						\$37,630.02	\$3,557.98	\$5,573.34	\$7,464.30	\$7,762.87	\$1,244.05	\$5,852.01	\$1,990.48	\$2,508.00	\$298.57	\$199.05
Total Direct Labor Cost						\$15,124.00	\$1,430.00	\$2,240.00	\$3,000.00	\$3,120.00	\$500.00	\$2,352.00	\$800.00	\$1,008.00	\$120.00	\$80.00
Fee %						29.00%										
Escalation %						0.06%										
Basis Year						2018										



# EXHIBIT A: WATERSHED SCIENCE & ENGINEERING LABOR FEE

Phase or Task	Task or Subtask #	PHASES / TASKS / SUBTASKS	Watershed Science & Engineering			Principal Jeff Johnson	Sector Engineer I Bob Elliot	Senior Scientist Dan Scott	Staff Engineer Tim Tschetter	Contract Administrator Joan Schroder
			SUB #6's Total Labor Hours	SUB #6's Direct Labor Cost	SUB #6's Total Labor Cost					
1	1	Project Management and Coordination								
1	1.1.0	Project Coordination	44	\$2,434.68	\$7,022.35	24	8		4	8
1	1.2.0	SEIS Consultant Coordination	0	\$0.00	\$0.00					
		Subtotal	44	\$2,434.68	\$7,022.35	24	8	0	4	8
1	4	Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development								
4.1	4.1.0	Geotechnical	0	\$0.00	\$0.00					
	4.1.1	Field Explorations	0	\$0.00	\$0.00					
	4.1.1a	Upper and Lower Goodwin Reach Debris Deflection Berms/Leaves	0	\$0.00	\$0.00					
	4.1.1b	In-Stream Sediments Traps	0	\$0.00	\$0.00					
	4.1.1c	Goodwin Reach Sediment Basins	0	\$0.00	\$0.00					
	4.1.2	Field Logs, Laboratory Testing, Geologic Interpretations	0	\$0.00	\$0.00					
	4.1.3	Geotechnical Engineering Analyses	0	\$0.00	\$0.00					
	4.1.4	Geotechnical Engineering Reports	0	\$0.00	\$0.00					
4.2	4.2.0	Groundwater	0	\$0.00	\$0.00					
4.3	4.3.0	Survey	0	\$0.00	\$0.00					
	4.3.1	Sediment Traps	0	\$0.00	\$0.00					
	4.3.2	Oat Coles North (Parker) Site	0	\$0.00	\$0.00					
	4.3.3	Goodwin North (Barlean) Site	0	\$0.00	\$0.00					
	4.3.4	Stream Cross Sections	0	\$0.00	\$0.00					
	4.3.5	Sediment Pilot Site	0	\$0.00	\$0.00					
4.4	4.4.0	Debris Flow Modeling	122	\$6,125.02	\$17,666.40	12	60		50	
4.5	4.5.0	Hydrologic and Hydraulic Modeling	558	\$26,074.48	\$75,206.82	100	146		312	
4.6	4.6.0	Environmental Monitoring - Weather stations	0	\$0.00	\$0.00					
		Subtotal	680	\$32,199.50	\$92,873.02	112	206	0	362	0
1	5	Repository Site Analysis and Coordination for SEIS								
5.1	5.1.0	Geotechnical	0	\$0.00	\$0.00					
	5.1.1	Geotechnical Explorations	0	\$0.00	\$0.00					
	5.1.1a	Canyon Central (Millman)	0	\$0.00	\$0.00					
	5.1.1b	Goodwin North (Barlean) Site	0	\$0.00	\$0.00					
	5.1.1c	Oat Coles (Parker) Site	0	\$0.00	\$0.00					
	5.1.1d	Oat Coles South	0	\$0.00	\$0.00					
	5.1.2	Field Logs, Laboratory Testing, Geological Interpretations	0	\$0.00	\$0.00					
	5.1.3	Geotechnical Engineering Assessments	0	\$0.00	\$0.00					
	5.1.4	Reporting	0	\$0.00	\$0.00					
5.2	5.2.0	Groundwater	0	\$0.00	\$0.00					
5.3	5.3.0	Surface Water	0	\$0.00	\$0.00					
		30% stormwater Report 1 site (Canyon Central)	0	\$0.00	\$0.00					
		Conceptual Plans for 8 sites (Goodwin South, Oat Coles South, Oat Coles North, Goodwin North, Canyon North, and Canyon South) to support SEIS	0	\$0.00	\$0.00					
		Interim stormwater design for Oat Coles North site and Goodwin North	0	\$0.00	\$0.00					
5.4	5.4.0	Wetlands	0	\$0.00	\$0.00					
	5.4.1	Desktop Analysis	0	\$0.00	\$0.00					
	5.4.2	Field Assessment	0	\$0.00	\$0.00					
	5.4.3	Documentation	0	\$0.00	\$0.00					
	5.4.3a	Reconnaissance-Level Analyses	0	\$0.00	\$0.00					
	5.4.3b	Wetland Delineations	0	\$0.00	\$0.00					
	5.4.3c	Wetland Characterization	0	\$0.00	\$0.00					
	5.4.4	Wetlands Fieldwork Coordination	0	\$0.00	\$0.00					
5.5	5.5.0	Traffic Analysis	0	\$0.00	\$0.00					
		Subtotal	0	\$0.00	\$0.00	0	0	0	0	0
1	6	SCSMAP Projects Design Development								
6.1	6.1.0	Sediment Traps	18	\$780.74	\$2,251.89	2	4		12	
6.2	6.2.0	Sediment Basins	12	\$524.98	\$1,514.20	2	2		8	
6.3	6.3.0	Debris Flow Deflection Berm and Levee	10	\$457.88	\$1,320.09	2	2		6	
6.4	6.4.0	Williams Pipeline Crossing	18	\$928.84	\$2,679.05	8	2		8	
6.5	6.5.0	Creek Channel Conveyance Improvements	0	\$0.00	\$0.00	0	0		0	
6.6	6.6.0	Creek Channel Maintenance Support	18	\$794.20	\$2,290.71	4	2		12	
6.7	6.7.0	Repository Design	0	\$0.00	\$0.00					
	6.7.1	Interim Site Development	0	\$0.00	\$0.00					
	6.7.2	Repository Design	0	\$0.00	\$0.00					
6.8	6.8.0	Basis of Design Report	62	\$3,001.90	\$8,658.38	8	24		30	
		Subtotal	138	\$6,488.34	\$18,714.32	26	36	0	76	0
		TOTAL	862	\$41,122.62	\$118,608.68	162	250	0	442	8
		Reflects total hours. Does not reflect the Total Price.								
		Direct Labor Rate Per Hour				\$67.31	\$60.58	\$45.00	\$33.65	\$25.00
		Overhead Rate		188.43%		\$126.83	\$114.15	\$84.79	\$63.41	\$47.11
		Total Rate Per Hour				\$194.14	\$174.73	\$129.79	\$97.06	\$72.11
		Total Labor Cost		\$118,608.68		\$31,451.04	\$43,682.72	\$0.00	\$42,899.06	\$576.86
		Total Direct Labor Cost		\$41,122.52		\$10,904.22	\$15,145.00	\$0.00	\$14,873.30	\$200.00
		Fee %		29.00%						
		Escalation %		0.00%						
		Basis Year		2018						



# EXHIBIT A: INVOICED OTHER DIRECT COSTS FEE (pg 1 of 2)

Note: Invoiced ODC are those costs for which the Consultant will have a receipt from an independent company for goods or services. These expenses are documented with receipts for actual costs such as large-scale printing jobs, city-to-city travel, laboratory tests, drilling, etc. Each specific type of cost should be itemized on this sheet, with an estimated unit cost entered at the bottom, and the number of units for each task/subtask entered in the cells corresponding to the (sub)task.

Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES	Total Invoiced ODC	Herrera	TRIPS	Weather Station	Sonic Sensor	Stream Gauge	Aspect Consulting	Field Instrumentation/print	Tree pits	Borehole drilling/printing	lab testing	particle analysis lab testing
1	1	Project Management and Coordination												
1	1.1.0	Project Coordination	\$406.00											
1	1.2.0	SEIS Consultant Coordination	\$0.00											
		<b>Subtotal</b>	<b>\$406.00</b>											
1	4	Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development												
4.1	4.1.0	Geotechnical	\$0.00											
4.1.1		Field Explorations	\$300.00											
4.1.1a		Upper and Lower Goodwin Reach Debris Deflection Berms	\$300.00											
4.1.1b		In-Stream Sediments Traps	\$13,800.00											
4.1.1c		Goodwin Reach Sediment Basins	\$9,450.00											
4.1.2		Field Logs, Laboratory Testing, Geologic Interpretations	\$4,000.00											
4.1.3		Geotechnical Engineering Analyses	\$0.00											
4.1.4		Geotechnical Engineering Reports	\$0.00											
4.2	4.2.0	Groundwater	\$5,058.00											
4.3	4.3.0	Survey	\$0.00											
4.3.1		Sediment Traps	\$0.00											
4.3.2		Oat Coles North (Parker) Site	\$0.00											
4.3.3		Goodwin North (Barlean) Site	\$0.00											
4.3.4		Stream Cross Sections	\$0.00											
4.3.5		Sediment Pilot Cite	\$0.00											
4.4	4.4.0	Debris Flow Modeling	\$0.00											
4.5	4.5.0	Hydrologic and Hydraulic Modeling	\$301.60											
4.6	4.6.0	Environmental Monitoring - Weather stations	\$8,500.00											
		<b>Subtotal</b>	<b>\$41,709.60</b>											
1	5	Repository Site Analysis and Coordination for SEIS												
5.1	5.1.0	Geotechnical	\$0.00											
5.1.1		Geotechnical Explorations	\$150.00											
5.1.1a		Canyon Central (Milman)	\$11,150.00											
5.1.1b		Goodwin North (Barlean) Site	\$150.00											
5.1.1c		Oat Coles (Parker) Site	\$2,150.00											
5.1.1d		Oat Coles South	\$2,150.00											
5.1.2		Field Logs, Laboratory Testing, Geologic Interpretations	\$0.00											
5.1.3		Geotechnical Engineering Assessments	\$0.00											
5.1.4		Reporting	\$0.00											
5.2	5.2.0	Groundwater	\$58.00											
5.3	5.3.0	Surface Water	\$0.00											
		30% stormwater Report 1 site (Canyon Central)	\$0.00											
		Conceptual Plans for 5 sites (Goodwin South, Oat Coles So	\$0.00											
		Interim stormwater design for Oat Coles North site and Goo	\$0.00											
5.4	5.4.0	Wetlands	\$0.00											
5.4.1		Desktop Analysis	\$0.00											
5.4.2		Field Assessment	\$1,108.88											
5.4.3		Documentation	\$0.00											
5.4.3a		Reconnaissance-Level Analyses	\$0.00											
5.4.3b		Wetland Delineations	\$0.00											
5.4.3c		Wetland Characterization	\$0.00											
5.4.4		Wetlands Fieldwork Coordination	\$0.00											
5.5	5.5.0	Traffic Analysis	\$142.68											
		<b>Subtotal</b>	<b>\$20,059.56</b>											
1	6	SCSMA Projects Design Development												
6.1	6.1.0	Sediment Traps	\$20.88											
6.2	6.2.0	Sediment Basins	\$174.00											
6.3	6.3.0	Debris Flow Deflection Berm and Levee	\$0.00											
6.4	6.4.0	Williams Pipeline Crossing	\$316.68											
6.5	6.5.0	Creek Channel Conveyance Improvements	\$0.00											
6.6	6.6.0	Creek Channel Maintenance Support	\$0.00											
6.7	6.7.0	Repository Design	\$0.00											
6.7.1		Interim Site Development	\$406.00											
6.7.2		Repository Design	\$0.00											
6.8	6.8.0	Basin of Design Report	\$0.00											
		<b>Subtotal</b>	<b>\$917.56</b>											
		<b>TOTAL</b>	<b>\$63,092.72</b>											
ODC Estimated Unit Cost				\$0.58	\$2,000.00	\$3,000.00	\$1,500.00	ODC Estimated Unit Cost						
Total ODC				\$8,000.00	\$1,100.00	\$4,000.00	\$3,000.00	\$1,500.00	Total ODC					
									\$46,600.00	\$2,100.00	\$9,000.00	\$31,500.00	\$3,000.00	\$4,000.00

# EXHIBIT A: INVOICED OTHER DIRECT COSTS FEE (pg 2 of 2)

		Associated Earth Sciences				TRAVEL	Total Mileage and Attendance	SP: P	PSE dba Element Solutions			TRAVEL	FIELD EQUIPMENT	TranTech Engineering			TRAVEL	OUTSIDE PUBLICATION	Watershed Science & Engineering			TRAVEL	OUTSIDE PUBLICATION
Phase or Task #	Task or Subtask #	Sub #2's Total Invoiced ODC		TRIPS	EACH	EACH	SUB #4's Total Invoiced ODC		Mileage	GPS Rental	SUB #5's Total Invoiced ODC		TRIPS	PAGES	SUB #6's Total Invoiced ODC		Mileage	PAGES					
1	1																						
1	1.1.0	\$0.00					\$0.00				\$0.00				\$0.00								
1	1.2.0	\$0.00					\$0.00				\$0.00				\$0.00								
		\$0.00	0	0	0	0	\$0.00	0	0	0	\$0.00	0	0	0	\$0.00	0	0	0					
1	4																						
4.1	4.1.0	\$0.00					\$0.00				\$0.00				\$0.00								
	4.1.1	\$0.00					\$0.00				\$0.00				\$0.00								
	4.1.1a	\$0.00					\$0.00				\$0.00				\$0.00								
	4.1.1b	\$0.00					\$0.00				\$0.00				\$0.00								
	4.1.1c	\$0.00					\$0.00				\$0.00				\$0.00								
	4.1.2	\$0.00					\$0.00				\$0.00				\$0.00								
	4.1.3	\$0.00					\$0.00				\$0.00				\$0.00								
	4.1.4	\$0.00					\$0.00				\$0.00				\$0.00								
4.2	4.2.0	\$5,058.00	100	4	2	2	\$0.00				\$0.00				\$0.00								
4.3	4.3.0	\$0.00					\$0.00				\$0.00				\$0.00								
	4.3.1	\$0.00					\$0.00				\$0.00				\$0.00								
	4.3.2	\$0.00					\$0.00				\$0.00				\$0.00								
	4.3.3	\$0.00					\$0.00				\$0.00				\$0.00								
	4.3.4	\$0.00					\$0.00				\$0.00				\$0.00								
	4.3.5	\$0.00					\$0.00				\$0.00				\$0.00								
4.4	4.4.0	\$0.00					\$0.00				\$0.00				\$0.00								
4.5	4.5.0	\$0.00					\$0.00				\$0.00				\$0.00								
4.6	4.6.0	\$0.00					\$0.00				\$0.00				\$301.60	520							
		\$5,058.00	100	4	2	2	\$0.00	0	0	0	\$0.00	0	0	0	\$301.60	520	0	0					
1	5																						
5.1	5.1.0	\$0.00					\$0.00				\$0.00				\$0.00								
	5.1.1	\$0.00					\$0.00				\$0.00				\$0.00								
	5.1.1a	\$0.00					\$0.00				\$0.00				\$0.00								
	5.1.1b	\$0.00					\$0.00				\$0.00				\$0.00								
	5.1.1c	\$0.00					\$0.00				\$0.00				\$0.00								
	5.1.1d	\$0.00					\$0.00				\$0.00				\$0.00								
	5.1.2	\$0.00					\$0.00				\$0.00				\$0.00								
	5.1.3	\$0.00					\$0.00				\$0.00				\$0.00								
	5.1.4	\$0.00					\$0.00				\$0.00				\$0.00								
5.2	5.2.0	\$58.00	100				\$0.00				\$0.00				\$0.00								
5.3	5.3.0	\$0.00					\$0.00				\$0.00				\$0.00								
		\$0.00					\$0.00				\$0.00				\$0.00								
		\$0.00					\$0.00				\$0.00				\$0.00								
		\$0.00					\$0.00				\$0.00				\$0.00								
5.4	5.4.0	\$0.00					\$0.00				\$0.00				\$0.00								
	5.4.1	\$0.00					\$0.00				\$0.00				\$0.00								
	5.4.2	\$0.00					\$1,108.88	803	40	40	\$0.00				\$0.00								
	5.4.3	\$0.00					\$0.00				\$0.00				\$0.00								
	5.4.3a	\$0.00					\$0.00				\$0.00				\$0.00								
	5.4.3b	\$0.00					\$0.00				\$0.00				\$0.00								
	5.4.3c	\$0.00					\$0.00				\$0.00				\$0.00								
	5.4.4	\$0.00					\$0.00				\$0.00				\$0.00								
5.5	5.5.0	\$0.00					\$0.00				\$0.00				\$0.00								
		\$58.00	100	0	0	0	\$1,108.88	803	40	40	\$142.68	246	0	0	\$0.00	0	0	0					
1	6																						
6.1	6.1.0	\$0.00					\$0.00				\$20.88	36			\$0.00								
6.2	6.2.0	\$0.00					\$0.00				\$0.00				\$0.00								
6.3	6.3.0	\$0.00					\$0.00				\$0.00				\$0.00								
6.4	6.4.0	\$0.00					\$0.00				\$142.68	246			\$0.00								
6.5	6.5.0	\$0.00					\$0.00				\$0.00				\$0.00								
6.6	6.6.0	\$0.00					\$0.00				\$0.00				\$0.00								
6.7	6.7.0	\$0.00					\$0.00				\$0.00				\$0.00								
	6.7.1	\$0.00					\$0.00				\$0.00				\$0.00								
	6.7.2	\$0.00					\$0.00				\$0.00				\$0.00								
6.8	6.8.0	\$0.00					\$0.00				\$0.00				\$0.00								
		\$0.00	0	0	0	0	\$0.00	0	0	0	\$163.56	282	0	0	\$0.00	0	0	0					
		\$5,116.00	200	4	2	2	\$1,108.88	803	40	40	\$306.24	528	0	0	\$301.60	520	0	0					
ODC Estimated Unit Cost		\$0.58	\$750.00	\$1,000.00	ODC Estimated Unit Cost		\$0.58	\$16.00	ODC Estimated Unit Cost		\$0.58	\$0.00	ODC Estimated Unit Cost		\$0.58								
Total ODC		\$5,116.00	\$116.00	\$3,000.00	\$2,000.00	Total ODC	\$1,108.88	\$465.68	\$643.20	Total ODC	\$306.24	\$306.24	\$0.00	Total ODC	\$301.60	\$301.60	\$0.00	\$0.00					



Actuals Not To Exceed Table (ANTE)

Whatcom County Agreement: RFP-18-42  
 Swift Creek Sediment Management Action Plan Implementation  
 Herrera Environmental Consultants, Inc.  
 2200 Sixth Avenue, Suite 1100  
 Seattle, WA 98121

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
President, Executive Vice President, Vice President	\$77.51	\$161.22	\$23.25	\$261.99
Engineer VI, Scientist VI, Planner VI	\$68.87	\$143.25	\$20.66	\$232.77
Engineer V / Scientist V / Planner V / Analyst V	\$69.29	\$144.12	\$20.79	\$234.19
Engineer IV / Scientist IV / Planner IV / Landscape Architect IV / Analyst IV	\$59.26	\$123.26	\$17.78	\$200.30
Engineer III / Scientist III / Planner III / Landscape Architect III / CAD Technician III / Analyst III	\$45.15	\$93.91	\$13.55	\$152.61
Engineer II / Scientist II / Planner II / Landscape Architect II / CAD Technician II / Analyst II	\$38.66	\$80.40	\$11.60	\$130.66
Engineer I / Scientist I / Planner I / Analyst I	\$34.65	\$72.07	\$10.40	\$117.12
Intern	\$26.25	\$54.60	\$7.88	\$88.73
Accounting Administrator I, II, III, IV, V	\$50.93	\$105.92	\$15.28	\$172.13
Administrative Coordinator III, IV	\$33.34	\$69.34	\$10.00	\$112.68

## Actuals Not To Exceed Table (ANTE)

## Whatcom County Agreement: RFP-18-42

## Swift Creek Sediment Management Action Plan Implementation

Associated Earth Sciences, Inc.

911 5th Ave

Kirkland, WA 98033

[illegible]



# Actuals Not To Exceed Table (ANTE)

## Whatcom County Agreement: RFP-18-42 Swift Creek Sediment Management Action Plan Implementation

Aspect Consulting, LLC  
350 Madison Ave North  
Bainbridge Island, WA 98110

Job Classifications	Direct Labor Rate	Overhead	Fixed Fee	All Inclusive
	NTE*	NTE*	NTE	Hourly Billing Rate NTE
		193.51%	29.00%	
Principal 2	\$81.34	\$157.40	\$23.59	\$262.33
Principal 1	\$85.00	\$164.48	\$24.65	\$274.13
Senior Associate	\$63.50	\$122.88	\$18.42	\$204.79
Associate	\$57.01	\$110.32	\$16.53	\$183.86
Senior 3	\$55.00	\$106.43	\$15.95	\$177.38
Senior 2	\$52.47	\$101.53	\$15.22	\$169.22
Senior 1	\$49.75	\$96.27	\$14.43	\$160.45
Project 3	\$43.27	\$83.73	\$12.55	\$139.55
Project 2	\$38.02	\$73.57	\$11.03	\$122.62
Project 1	\$36.30	\$70.24	\$10.53	\$117.07
Staff 3	\$34.62	\$66.99	\$10.04	\$111.65
Staff 2	\$30.37	\$58.77	\$8.81	\$97.95
Staff 1	\$27.89	\$53.97	\$8.09	\$89.95
Field/Construction Supervisor	\$27.97	\$54.12	\$8.11	\$90.21
Field Technician 2	\$25.00	\$48.38	\$7.25	\$80.63
Field Technician 1	\$22.66	\$43.85	\$6.57	\$73.08
Engineering Designer	\$50.00	\$96.76	\$14.50	\$161.26
Senior Developer	\$50.00	\$96.76	\$14.50	\$161.26
Senior CAD Technician/Specialist	\$35.24	\$68.19	\$10.22	\$113.65
CAD Technician	\$30.00	\$58.05	\$8.70	\$96.75
Senior Technical Editor	\$34.67	\$67.09	\$10.05	\$111.81
Technical Editor	\$28.97	\$56.06	\$8.40	\$93.43
Project Coordinator 2	\$30.40	\$58.83	\$8.82	\$98.04
Project Coordinator 1	\$24.88	\$48.15	\$7.22	\$80.24



## Actuals Not To Exceed Table (ANTE)

**Whatcom County Agreement: RFP-18-42**  
**Swift Creek Sediment Management Action Plan Implementation**  
**Kerr Wood Leidal**  
**200 - 4185A Still Creek Drive**  
**Burnaby, British Columbia V5C 6G9**

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		0.00%	0.00%	
Senior Water Resources Engineer	\$260.00	\$0.00	\$0.00	\$260.00
Project Engineer	\$140.00	\$0.00	\$0.00	\$140.00
Project Assistant	\$80.00	\$0.00	\$0.00	\$80.00

## Actuals Not To Exceed Table (ANTE)

**Whatcom County Agreement: RFP-18-42**  
**Swift Creek Sediment Management Action Plan Implementation**  
**Pacific Survey and Engineering dba Element Solutions**  
**909 Squalicum Way #111**  
**Bellingham, WA 98225**

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		111.77%	29.00%	
Principal Scientist	\$54.77	\$61.22	\$15.88	\$131.87
Senior Project Scientist	\$37.00	\$41.35	\$10.73	\$89.08
Project Scientist	\$30.00	\$33.53	\$8.70	\$72.23
Wetland Ecologist	\$37.00	\$41.35	\$10.73	\$89.08
Project Manager	\$54.77	\$61.22	\$15.88	\$131.87
Field Scientist II	\$27.00	\$30.18	\$7.83	\$65.01
Field Scientist I	\$22.00	\$24.59	\$6.38	\$52.97
Office / Clerical	\$35.00	\$39.12	\$10.15	\$84.27
Survey Crew Chief	\$54.77	\$61.22	\$15.88	\$131.87
Survey Crew Member	\$37.00	\$41.35	\$10.73	\$89.08
Principal Land Surveyor	\$54.77	\$61.22	\$15.88	\$131.87
Senior CAD Technician	\$36.06	\$40.30	\$10.46	\$86.82
UAV Licensed Pilot	\$36.06	\$40.30	\$10.46	\$86.82



## Actuals Not To Exceed Table (ANTE)

**Whatcom County Agreement: RFP-18-42**  
**Swift Creek Sediment Management Action Plan Implementation**  
**TranTech Engineering, LLC**  
**1221 Fraser Street; Suite E-3**  
**Bellingham, WA 98229**

Job Classifications	Direct Labor Rate	Overhead	Fixed Fee	All Inclusive
	NTE*	NTE*	NTE	Hourly Billing Rate NTE
		148.81%	29.00%	
Principal	\$89.00	\$132.44	\$25.81	\$247.25
Project Manager	\$65.00	\$96.73	\$18.85	\$180.58
Marine Engineer	\$70.00	\$104.17	\$20.30	\$194.47
Senior Structural Engineer	\$70.00	\$104.17	\$20.30	\$194.47
Senior Civil Engineer	\$60.00	\$89.29	\$17.40	\$166.69
Project Structural Engineer	\$60.00	\$89.29	\$17.40	\$166.69
Project Civil Engineer	\$50.00	\$74.41	\$14.50	\$138.91
Staff Structural Engineer 2	\$45.00	\$66.96	\$13.05	\$125.01
Staff Structural Engineer 1	\$42.00	\$62.50	\$12.18	\$116.68
Staff Civil Engineer	\$40.00	\$59.52	\$11.60	\$111.12
Senior CAD Technician	\$42.00	\$62.50	\$12.18	\$116.68
Administrative Assistant 2	\$30.00	\$44.64	\$8.70	\$83.34
Administrative Assistant 1	\$20.00	\$29.76	\$5.80	\$55.56
Resident Engineer (QA/QC)	\$79.00	\$117.56	\$22.91	\$219.47
Senior Construction Inspector	\$60.00	\$89.29	\$17.40	\$166.69
Construction Inspector	\$45.00	\$66.96	\$13.05	\$125.01
Specialty Technician	\$45.00	\$66.96	\$13.05	\$125.01



Actuals Not To Exceed Table (ANTE)

Whatcom County Agreement: RFP-18-42  
 Swift Creek Sediment Management Action Plan Implementation  
 Watershed Science and Engineering  
 506 2nd Ave, Suite 2700  
 Seattle, WA 98104

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		188.43%	29.00%	
Principal	\$72.00	\$135.67	\$20.88	\$228.55
Senior Engineer I	\$65.00	\$122.48	\$18.85	\$206.33
Senior Engineer II	\$53.00	\$99.87	\$15.37	\$168.24
Senior Geomorphologist	\$50.00	\$94.22	\$14.50	\$158.72
Staff Engineer	\$45.00	\$84.79	\$13.05	\$142.84
Junior Engineer	\$38.00	\$71.60	\$11.02	\$120.62
GIS Specialist	\$40.00	\$75.37	\$11.60	\$126.97
Technician/Drafter	\$25.00	\$47.11	\$7.25	\$79.36
Engineering Intern	\$28.00	\$52.76	\$8.12	\$88.88
Contract Administrator	\$40.00	\$75.37	\$11.60	\$126.97

## EXHIBIT B: SCOPE OF WORK

### Table of Contents

Project Description .....	3
Project Team .....	4
Schedule .....	4
Task 1: Project Management and Coordination .....	5
Task 1.1 Project Coordination .....	5
Task 1.2 SEIS Consultant Coordination.....	5
Task 2. Review Background Materials and Site Reconnaissance .....	6
Task 3. Prioritization and Guidance Workshop.....	6
Task 4. Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development.....	6
Task 4.1 Geotechnical.....	7
4.1.1 Field Explorations .....	7
4.1.1a Upper and Lower Goodwin Reach Debris Deflection Berms/Levees.....	7
4.1.1b In-Stream Sediment Traps.....	8
4.1.1c Goodwin Reach Sediment Basins.....	8
4.1.2 Field Logs, Laboratory Testing, Geologic Interpretations .....	8
4.1.3 Geotechnical Engineering Analyses.....	8
4.1.4 Geotechnical Engineering Report .....	9
Task 4.2 Groundwater.....	10
Task 4.3 Survey.....	11
Task 4.3.1 Sediment Traps.....	11
Task 4.3.2 Oat Coles North (Parker) Site .....	11
Task 4.3.3 Goodwin North (Barlean) Site .....	12
Task 4.3.4 Stream Cross Sections.....	12
Task 4.3.5 Sediment Pilot Site .....	12
Task 4.4 Debris Flow Modeling.....	12
Task 4.5 Hydrologic and Hydraulic Modeling .....	13
Task 4.6 Environmental Monitoring .....	16
Task 5. Repository Site Analysis and Coordination for SEIS .....	16
Task 5.1 Geotechnical .....	16
5.1.1 Geotechnical Explorations.....	17
5.1.1a Canyon Central (Millman) .....	17
5.1.1b Goodwin North (Barlean) Site .....	17
5.1.1c Oat Coles North (Parker) Site.....	17
5.1.1d Oat Coles South .....	17
5.1.3 Geotechnical Engineering Assessments .....	17
5.1.4 Reporting.....	18
Task 5.2 Groundwater.....	18



Task 5.3 Surface Water .....	19
Task 5.4 Wetlands .....	20
Task 5.4.1 Desktop Analysis .....	21
Task 5.4.2 Field Assessment .....	21
Task 5.4.3 Documentation .....	21
Task 5.4.4 Wetlands Fieldwork Coordination .....	23
Task 5.5 Traffic Analysis .....	24
Task 6. SCSMAP Project Design Development .....	26
Task 6.1 Sediment Traps .....	26
Task 6.2 Sediment Basins .....	27
Task 6.3 Debris Flow Deflection Berm and Levee .....	29
Task 6.4 Williams Pipeline Crossing .....	30
Task 6.5 Creek Channel Conveyance Improvements .....	31
Task on hold. Work to be performed following Sediment Basin Pilot Study Work Plan under separate authorization. ....	31
Task 6.6 Creek Channel Maintenance Support .....	32
Task 6.7 Repository Design .....	33
Task 6.7.1 Interim Site Development .....	33
Task 6.7.2 Repository Design .....	33
Task 6.8 Basis of Design Report .....	35
Future Work .....	35
Final Design and Construction Support .....	35
Repository Closure / Post-Closure Plan .....	35
SCSMAP Revisions .....	35
Other work tasks that may be included following review of existing data and collection of scoped field data: .....	35



## **EXHIBIT B: CONTRACT SUPPLEMENT SCOPE OF WORK**

### **Project Description**

The Consultant team has successfully completed the initial scope of work for the implementation of the Swift Creek Sediment Management Action Plan (SCSMAP) project which included a review of background documents, site visits, and prioritization workshop. As a result of this process, a final Proposed Action has been identified for the Supplemental Environmental Impact Statement (SEIS) for the development of SCSMAP repositories. Additionally, the design team, in conjunction with Whatcom County (County) and the SEIS consultant identified desired project outcomes, objectives and constraints that set the framework for the following scope of work.

Based on available funding, property availability, proof of concept and feasibility, as well as cost-benefit ratio, the Consultant team will provide technical analysis and evaluations to further refine and develop the SCSMAP projects including the upper and lower Goodwin Reach debris flow deflection berms/levees, in stream sediment traps, sediment basins, and creek and channel conveyance improvements. Additionally, the Consultant team will provide technical analysis to support the SEIS as well refine the conceptual plan and develop preliminary design analysis for the Proposed Action.

To accomplish this, the following scope of work will be amended to the contract. The anticipated deliverables are:

1. Special studies and analyses to support the Draft and Final SEIS
2. Conceptual plan for the selected SEIS Proposed Action including a basis of design memorandum with design drawings.
3. Special studies and analyses to support project designs including draft and final technical memorandums
4. 30% Design concepts and alternatives including:
  - a. Draft and final basis of design memoranda with design drawings
  - b. Recommendations for construction sequencing and strategies for transporting of sediment,
  - c. Identification of property requirements including acquisition, temporary and permanent easements, considerations for forestry practices and complying with State Budget requirements for marketable timber and
  - d. Recommendation for a construction package based on cost/benefit, funding and property availability.

The Consultant team and subcontractors are aware that the site contains asbestos. Site specific health and safety plans will be prepared and maintained by all team members and sub-

contractors accessing the site. Any on-site work that requires contact with asbestos-containing sediment will require special management consideration, may be subject to Federal and State regulations, and in general will consist of:

- Preparing a Safety Plan and providing a copy to the County
- Decontaminating all equipment prior to leaving site by thoroughly washing off all sediment
- Maintaining decontamination stations, boot washes, and pre-disposal material where workers enter and leave the site
- Any additional notifications and permits required to handle, manage, work within, transport, or dispose of asbestos-containing materials.

## **Project Team**

Prime Consultant	Herrera Environmental Consultants
Geotechnical Engineering	Aspect Consulting
Hydrogeology	Associated Earth Sciences, Inc
Hydraulic Modeling	Watershed Science and Engineering
Debris Flow Berm Design	Kerr Wood Leidel
Survey	PSE
Past Works & Coordination	Element Solutions
Traffic and Structural	Trantech
QA/QC / Editing	Herrera Environmental Consultants

## **Schedule**

Anticipating a project start date in early February 2019 all work is expected to be complete by the summer 2020 following sedimentation basis pilot study summary and recommendations.

Since the Draft SEIS is anticipated to be completed by late-summer of 2019, the repository design and support work will need to start in early February 2019. During February and March 2019, the team will conduct SEIS and site-specific technical analysis followed by concept design refinement necessary to identify specific sediment handling and management requirements for collection, consolidation, handling, transport and internment. Additionally, the Consultant will expedite the interim repository site development at the Oat Coles North and Goodwin North sites to accommodate maintenance activities scheduled for fall 2019. During April and May 2019, the concepts and designs will be reviewed and further refined with supplemental data collection, analysis and modeling to develop recommendations for sequencing, phasing, and implementing the designs based on-site constraints, property ownership, high benefit to cost ratio, and available funding.

In May and June 2019, the pilot study work plan will be developed and submitted to the County for review and planned implementation in the Fall of 2019. Following pilot study data collection



(yet to be scoped and budgeted), the Consultant will summarize the data and make recommendations to advance the design in early 2020.

In June and July, the SCSMP designs and concepts will be further developed and submitted to the County for review.

### ***Task 1: Project Management and Coordination***

This task will be supplemented for continued SEIS and project coordination.

#### ***Task 1.1 Project Coordination***

Michael Spillane, the project manager of the Herrera team, will interface directly with the SEIS team project manager or designee and the technical analysts for each discipline detailed below. Co-management will be required for coordination of deliverable requirements required for 30 percent design development and repository design for the SEIS.

#### **Assumptions:**

- Monthly invoicing and project status reports
- Weekly one-hour coordination meetings with preparation and follow-up (County PM, SEIS PM, Herrera PM and one team member)
- 12 project management meetings with analysts and designers (up to 7 staff for 1-hour meeting).
- Twelve (12) weekly meeting with 5 leads.
- Herrera PM will attend up to 3 public meetings with County to assist with presentations and questions (6 hours per meeting including prep and travel)
- Ecology and local jurisdiction coordination for verifying and establishing stormwater requirements is included in weekly meeting coordination above.
- Consultant will prepare project schedule in Microsoft Project and update it monthly.

#### **Deliverables:**

- Weekly E-mail follow-up after meetings with team and staff
- Workshop work products will be available to staff upon request
- Project log of meetings (in-person, on-line, phone) and associated decisions to be available to staff and the SEIS team.
- Monthly status report

#### ***Task 1.2 SEIS Consultant Coordination***

Given the short time period for preliminary repository design and Draft SEIS preparation, ongoing collaboration between the two teams will be required to ensure that developed scopes



of work and associated deliverables meet the needs of the County. This task will include assistance with project administration such as distribution list preparation, notifications, mailings, document delivery, coordination activities and status updates with weekly 2-week look ahead action items.

**Assumptions:**

- Weekly coordination meetings over four-month period. – 8 hours per week

**Deliverables:**

- Weekly E-mail follow-up after meetings with team and staff
- Project log of meetings (in-person, on-line, phone) and associated decisions to be available to staff and the SEIS team.
- Monthly status reports

***Task 2. Review Background Materials and Site Reconnaissance***

The Consultant team has completed this task.

***Task 3. Prioritization and Guidance Workshop***

The Consultant team has completed this task.

***Task 4. Site-Specific Analysis and Data Collection for Project Design and Repository Sites Preliminary Design Development***

The Consultant team will apply a two-phased approach in this task: 1) data collection to support both the SEIS, for preliminary design development and “proof of concepts” for the sediment management plan implementation elements, and 2) subsequent data collection and evaluations to refine and develop project concepts and complete detailed design work. The early field work and data analysis will help us to refine cost estimates, evaluate benefits, evaluate schedule, assess sequencing issues, inform permitting pathways, and define sediment handling and management constraints to advance the designs and prioritize implementation. Examples include:

- Geotechnical investigations within the identified proposed project action areas, including:
  - Reconnaissance-level geotechnical characterization for up to four repository areas;
  - Geotechnical borings for bedload sediment containment structures, log-bridge crossing replacement for potential repository access;
  - Soil characterization for proposed stormwater management facilities;
  - Geotechnical characterization for proposed roads, construction access routes, and debris flow berm/levee footprints;

- Geotechnical characterization of sediment for stockpiling and slope stability;
- Geologically hazardous areas assessment to meet Whatcom County Critical Areas requirements.
- Debris flow and hydraulic modeling to refine the height and alignment of the debris flow berm/levee and to inform armoring properties.
- Groundwater analyses to support structure designs, including evaluating impacts on nearby steep slopes, construction-related issues, stormwater management, groundwater mounding from sediment basins, and critical aquifer recharge area impacts to address Whatcom County Critical Areas requirements.
- Wetland assessments and reports including reconnaissance-level, delineation, and characterization analyses within the proposed repository and project areas
- Stormwater management options analysis for repository site(s) and access/staging area(s) and preliminary concepts layout.
- Topographic survey to support 30% designs for early-phase project actions (debris flow berm, grade control structures, and setback levee) as appropriate.
- Survey of existing stockpile topography, utilities, wetland boundary, property line flagging, and ROW flagging for Parker Site.
- Installation of two weather stations and two stream gages to identify forces on sediment production and ultimately operate the sediment basins.
- Less time-critical evaluations and data collection will be scheduled in coordination with the SEIS team and as data gaps are identified; however, detailed scope and budgets are not provided at this time. Examples may include:
- Potential bridge design for repository site access;
- Detailed topographic survey and/or monitoring (drone data collection could be used to expedite work);
- Additional wetland, groundwater, and geotechnical study.

## **Task 4.1 Geotechnical**

### ***4.1.1 Field Explorations***

#### ***4.1.1a Upper and Lower Goodwin Reach Debris Deflection Berms/Levees***

The proposed Upper Goodwin Reach Deflection Berm (UGRDB) is approximately 1,500 feet long. The Lower Goodwin Reach Deflection Berm (LGRDB) is approximately 2,500 feet long. Prior test pits excavations by Converse et al., (1976) and other more recent explorations are considered adequate to inform preliminary design concepts for these deflection berms.



#### ***4.1.1b In-Stream Sediment Traps***

Sediment traps have been proposed to be constructed using cascading series of vertical steel piles (soldier piles) and low horizontal lagging boards, to retain/trap sediment at multiple locations. Geotechnical explorations will be completed to inform the design and construction of these traps. A track-mounted drill rig will be utilized to advance six exploratory borings along the proposed sediment traps; as three pairs of borings straddling Swift Creek channel. These borings will be drilled along the stream alignment where the sediment traps are proposed. Each of the borings will be drilled and sampled to depths of 30 feet below creek thalweg.

The borings along the southern side of the channel will be accessed by crossing the active river channel with tracked equipment. It is assumed that Whatcom County will facilitate and expedite any permits or rights of access that are needed.

#### ***4.1.1c Goodwin Reach Sediment Basins***

Conceptual plans show the two Goodwin Reach Sediment Basins occupying a combined 90-acre footprint, approximately 3,000 feet east/west by about 1,250 feet north/south. Previously, approximately four exploratory borings and standpipe piezometers were advanced by others around the perimeter of the proposed basin area. We consider this data adequate to inform preliminary design of the basins. However, one ground water pumping well is considered necessary to inform hydrogeologic study and analysis by Associated Earth Sciences Inc. (AESI). Aspect will coordinate and oversee the drilling and installation of the ground water pumping well. The pumping well will be located along accessible roadway area in close proximity to one of the previous standpipe piezometers. Aspect will coordinate with AESI on the location and installation of this well.

#### ***4.1.2 Field Logs, Laboratory Testing, Geologic Interpretations***

Soil samples retrieved from the test pits and borings will be returned to Aspect's geotechnical laboratory for further examination and visual/manual soil classifications. Selected samples will be identified for laboratory testing of index and engineering parameters. Laboratory tests will include grain size distribution, fines content, and plasticity indices (of fine-grained soils, if present). Aspect will develop subsurface profiles or cross sections illustrating subsurface geologic conditions. Final logs of the field explorations will be prepared.

#### ***4.1.3 Geotechnical Engineering Analyses***

Aspect will complete geotechnical engineering analyses to inform the preliminary design of deflection berms, in-stream sediment traps, and the 90-acre sediment basin(s). Analyses will include:

**Deflection Berms:** site earthwork (sub-excavation) requirements; berm geometry and zoned construction (sideslopes, low-permeability core, rip-rap exterior sideslopes, etc.).



**Sedimentation Traps:** Soldier pile constructability, required embedment depths, horizontal spacings, and maximum stick-up (retained) heights.

**Sediment Basins:** Geometric considerations such as depth to groundwater, maximum allowable sideslopes, interior berms/baffles), groundwater protection considerations, such as impervious liners, etc.

**Assumptions:**

- Site access for exploration machinery will be primarily restricted to existing roads or pathways adequate for tract-mounted machinery.
- Exploration Machinery configuration must comply with permit conditions, specifically relating to potential stream crossings.
- Proposed Field Explorations Map including, at a minimum, the following elements for The County's use in landowner coordination and permitting:

**Deliverables:**

- Map showing (or shapefile):
  - Test pit and boring locations
  - Access paths (sited to minimize disturbance)
  - Approximate property boundaries
  - Environmentally sensitive areas (streams, wetlands, marbled murrelet habitat, etc.)
- Equipment Information - size/type
- Asbestos-containing sediment handling procedure for samples taken off-site

***4.1.4 Geotechnical Engineering Report***

Aspect will prepare and submit a draft geotechnical engineering report presenting the results of the field explorations, laboratory testing, and interpreted geologic profiles. The report will include preliminary conclusions and recommendations for design and construction of the proposed berms, sediment traps, and sediment basins. The report will include an assessment of storm water management by infiltration and will provide preliminary design infiltration rates based on correlations to grain size distribution. The report will include detail to inform Herrera with construction cost estimates for geotechnical-related aspects of these improvements.

Once any review comments have been provided on the draft report, Aspect will address the comments and issue a final geotechnical engineering report for the 30 percent design effort. The final report will identify areas that require additional geotechnical engineering studies to advance the design beyond 30 percent.

Separately, Aspect will prepare brief geologically hazardous areas assessment reports for the various sites. The assessment reports will be sufficient to satisfy County code.

#### **Task 4.2 Groundwater**

AESI will conduct the hydrogeologic analysis for this project which will be primarily focused on acquiring and evaluating soil and groundwater data necessary to support the geotechnical design for the proposed debris deflection levees, in-stream sediment traps, and sediment basins. The study area for the groundwater evaluation will encompass Sections 26-35, Township 40 north, Range 4 east and Sections 2-6, Township 39 north, Range 4 east and will include all of the proposed sediment basins and repository sites for the project. The proposed approach will include:

1. Review of available pertinent ground surface elevation (LIDAR), geologic maps, hydrogeologic, groundwater quality data, and water well reports for the Swift Creek alluvial fan area and adjacent areas.
2. Review and summarize available water right information for properties located within the project area that are either currently owned by Whatcom County or targeted for potential future purchase.
3. Complete a detailed reconnaissance of the groundwater study area to identify/locate water supply wells (private and public), pertinent geologic/hydrogeologic features, and steep slope areas that could potentially be affected by the project.
4. Measure/record groundwater levels in the six monitoring wells (HMW01 - HMW03 and PMW-01 – PMW04) located within the groundwater study area.
5. Obtain representative composite soil samples from the sediment stockpiles located on the Oat Coles North site and a representative water sample from the wetland area located on the Oat Coles North site. Submit a single soil sample to an accredited analytical laboratory for total metals. Submit two soil samples for total Synthetic Precipitation Leaching Procedure (SPLP) metals, one using the standard water solution and one using the collected wetland water sample.
6. Review subsurface soil and groundwater information developed by Aspect during the completion of the geotechnical explorations described in Task 4.1.
7. Conduct aquifer testing activities (pumping tests and water quality evaluations) in the wells to determine aquifer parameters and groundwater quality characteristics necessary to evaluate the impact of the proposed structures on groundwater quantity and quality and/or to evaluate need for construction dewatering activities. To the extent possible, the exploration borings/monitoring wells will be located in a manner that will allow their use as post-construction quantity/quality monitoring points.
8. Obtain groundwater samples from the three monitoring wells. The groundwater samples will be submitted to an analytical laboratory for analyses of standard background water quality parameters and compounds specific to the Swift Creek alluvial fan sediments.



9. Complete a detailed groundwater evaluation of the groundwater study area, including a mounding analyses of the area proposed for the sediment basin(s) to evaluate potential impacts to the groundwater system due to proposed site development activities.
10. Prepare a groundwater monitoring plan for the proposed project.
11. Develop conclusions and recommendations regarding potential impacts to groundwater quantity and quality from the proposed structures and potential groundwater issues pertaining to the construction/operation of the proposed structures.

**Assumptions:**

- All personnel accessing the site will be notified of the naturally occurring asbestos in the sediment and will comply with their Corporate Health and Safety plans.
- Consultant will comply with all property easement requirements. Specifically, on the Canyon Central (Millman property), no material may be removed from the property without material manifests and chain of custody for return of material to property or documenting proper disposal.
- Groundwater and geotechnical data collected and or used for the Goodwin Reach sedimentation basins will be used as surrogate data for the analysis for development a potential Goodwin south repository or potential alternate sedimentation basin location.

**Deliverables:**

- Technical report addressing site conditions and providing conclusions/recommendations regarding potential impacts to groundwater quality/quantity in the vicinity of the site structures. The summary report will be written in a manner that allows it to be easily integrated into the SEIS.

**Task 4.3 Survey**

The following items are included in the scope for this phase of the project. It is assumed that LiDAR topography will be used for the preliminary designs, except as noted below. Traditional field survey methods will be used throughout the tasks identified below. Survey data will be collected in NAD83/NAVD88 datum. County staff will collect orthorectified aerial imagery with an Unmanned Aerial System (UAS).

**Task 4.3.1 Sediment Traps**

Survey topography within the footprint of the proposed sediment trap structures project area (approximately 9 acres). A benchmark will be established for future monitoring;

**Task 4.3.2 Oat Coles North (Parker) Site**

Survey wetland boundaries, OHWMs along north side of Swift Creek, utilities and 5 ground control points (pre-mark targets), 20 topographic check shots, and topography along the drainage ditch adjacent to South Pass Road at the Oat Coles North (Parker) Site (15-acre site);



#### ***Task 4.3.3 Goodwin North (Barlean) Site***

Wetland boundary, 6 ground control points, 20 topographic check shots, utilities along Goodwin Road, and the on-site well at the Goodwin North (Barlean) Site;

#### ***Task 4.3.4 Stream Cross Sections***

Up to 10 cross sections a directed by the Engineering Team between the Swift Creek confluence and the Sumas River;

#### ***Task 4.3.5 Sediment Pilot Site***

A 1.5-acre area of open channel area, topography, planimetric features, OHWM and wetland flagging for the sediment pilot site as specified by the Engineering Team. A benchmark will be established for future monitoring.

#### **Assumptions:**

- Whatcom County will remove brush at the Goodwin North site prior to surveying.
- County will mark the locations of ground control points on a figure for PSE to set while in the field.
- County will process the UAS data and provide orthomosaics of the Goodwin North site and Oat Coles North site. County will provide a point cloud from UAS flights for the two sites.
- County will provide property boundaries from existing survey data.
- Raw survey points will be provided, but no base mapping or maps will be included as deliverables.
- It is assumed that field survey work / field investigations will be performed in March through April 2019 (weather, and stream flow conditions allowing) and prior to leaf on conditions.
- Necessary notices and right of entries will be provided by Whatcom County prior to any field surveying / site investigations.
- Field hours include necessary XYZ survey control at each work location, daily site mobilization / demobilization, safety briefings, and equipment / gear cleaning.

#### **Deliverables:**

- All survey to be provided in raw native files. No formal "standalone" survey products or base maps will be submitted.

#### **Task 4.4 Debris Flow Modeling**

Obtain known debris flow samples for rheological testing. Up to eight (8) specific locations will be identified following site reconnaissance. Use methods of Parsons et al. (2001) to determine rheological parameters if non-Newtonian fluid assumption is valid.

Determine model to be used, but for the purposes of this scope of work and fee estimate, RiverFlow2D is assumed to be appropriate. DFLOWZ or D-Claw will be used if granular conditions are present.

Analysis will simulate three conditions. These conditions are: existing conditions, conditions following the construction the sediment traps (without debris flow deflection berm), and conditions following the construction of both the deflection berm and sediment traps.

**Assumptions:**

- Debris flow event volumes will be 150,000 CY to represent an expected large debris flow and 300,000 CY to represent a several hundred year return period event that originates from the toe of the landslide as described in the 2005 BGC report. A 3rd event that will overtop the debris flow berm will also be used to establish berm design criteria.
- Existing lidar data (2017 USGS) merged with survey in previous subtask will be sufficient resolution for model.
- No geotechnical analysis of the deflection berm will be performed to support this modeling and the preliminary berm alignment will be assumed to be stable.
- Model results will be used to inform future geotechnical analyses necessary for berm design development.
- Modeling will be used to assess avulsion risk associated with sediment traps and sedimentation basins and impacts of constructing each with and without berms and levees
- Rheology of the samples will be a non-Newtonian fluid such that RiverFlow2D can be used to simulate the dynamics of the flow.

**Deliverables:**

- Debris flow model technical memorandum

**Task 4.5 Hydrologic and Hydraulic Modeling**

The consultant shall develop a RiverFlow2D hydraulic model of the project reach which extends from the Sumas River upstream beyond the proposed sediment traps. The most recent available LiDAR surface will be used to develop the model terrain, supplemented by new or recent topographic/bathymetric survey of the stream bed where it is available. Calibration of the model will not be possible given the ever-changing morphology to the river bed, and the lack of reliable highwater marks and stream flow data; therefore, model parameters will be assigned based upon engineering experience and judgement. In place of calibration, the consultant shall complete a validation analysis to make sure the model produces results that are similar to observations made by Whatcom County staff, Western Washington University researchers and/or consultant team members.



Flood magnitude, frequency, and duration data will be required for input to the hydraulic model. A long-term stream flow record is not available for Swift Creek; therefore, the consultant shall develop a WWHM hydrologic model of the watershed (Western Washington Hydrology Model) generate the hydrologic data needed for this investigation. Since historical rain data within the watershed does not exist, it will be generated from the closest dataset. Due to a lack of both stream flow and rain data, it will be impossible to calibrate the model, so instead the consultant will attempt to validate that the model will reproduce with a reasonable degree of accuracy observed stream flows. It is the understanding of the consultant that limited stream flow records may be available from studies conducted by the County and/or Western Washington University.

The RiverFLO2D hydraulic model will be used to document hydraulic conditions for the existing stream configuration. The model will be run for three flood events – a small, modest and large flood (e.g. 2-year, 10-year, and 100-year annual instantaneous peak flows). Figures will be produced that show inundation limits, flow depth, water surface elevation, and velocity. The results/figures will form the base to which all proposed actions will be compared in order to determine both regulatory compliance and proposed action performance.

The model will be used to aid in the design of the following project elements:

- inline sediment traps
- debris flow deflection berm/levee
- grade control and bank armor to protect Williams pipeline
- sediment basins
- bridge waterway configurations at Goodwin, Oat Coles Roads, and the Millman stringer bridge
- re-grading of all open channel segments within the project reach particularly between Goodwin and Oat Coles Roads
- restoration of channel capacity between Oat Coles Road and the Sumas River

It is assumed that the model will be used to evaluate up to three variations of each project element for the same three events modelled for existing conditions.

The results of the modeling will be provided to the design team along with recommendations for refinements to the individual project elements to address regulatory compliance and performance. This will be an iterative process, beginning with initial concepts and evolving to designs that meet project objectives. The model will be used to help refine the design of each project element in the following manner:

- Inline sediment traps
  - Water surface elevations to help refine weir crest design and to determine how best to tie the ends of each weir in to adjacent high ground so that they cannot be outflanked.



- Velocities to help evaluate weir performance, sediment capture potential, and to aid in the design of scour and erosion protection features.
- Debris flow deflection berm/levees
  - Water surface elevations and velocities to determine if scour and erosion protection countermeasures are needed.
- Grade control and bank armor to protect Williams pipeline
  - Water surface elevations and velocities to evaluate channel stability and inform the design of scour and erosion protection features to protect the pipeline.
  - Velocities to examine incision potential within the reach to help inform the design of grade control structures.
- Sediment basins
  - Water surface elevations to determine if flow containment berms are needed along the perimeter of the basins.
  - Flow patterns and velocities to determine how flow will move through the basins and at what velocity. This data will be used to help size and configure the basins to achieve maximum trap efficiency.
- Bridge waterway configurations at Goodwin and Oat Coles Roads
  - Water surface elevations and velocities to identify optimal configurations for both sites. Velocities to determine if scour and erosion countermeasures will be needed and inform their design if they are.
- Re-grading of all open channel segments within the project reach particularly between Goodwin and Oat Coles Roads
  - Water surface elevations, velocities, and flow patterns to evaluate the performance of proposed alignments and configurations. The data will be used to determine berm/levee heights; to evaluate sediment transport and incision potential, and to inform the design of scour and erosion countermeasures
- Restoration of channel capacity between Oat Coles Road and the Sumas River
  - Water surface elevations to determine flood hazard reduction benefits of proposed configurations and ensure regulatory compliance.
  - Velocities and flow patterns to determine if erosion countermeasures are needed and to assess sediment deposition potential within the reach.

Results of the existing condition and alternative modeling will be documented in a technical memorandum which will include flood data required by the SEIS). The model will be utilized to inform the 30% design as described under Task 6.

#### **Assumptions:**

- RiverFlow2D can model be used to model both hydraulics and debris flows.
- The team's hydraulic modeling lead, senior modeling specialist, and staff engineer will conduct two site visits, one at the start of the task and the other after the initial model is

setup. The second visit will be to obtain additional data needed to refine / debug the model.

- Topographic data is available or will be collected by ground and bed survey.
- The RiverFlow2D model will not be used for sediment transport or routing because the asbestos laced sediment that is the focus of this investigation has unique transport properties and characteristics that cannot be addressed by the sediment transport equations in the model.

#### **Deliverables:**

- Hydrologic model input and output
- Hydraulic model input and output
- Technical memorandum to summarize methods and results of the hydrologic and hydraulic analyses

#### **Task 4.6 Environmental Monitoring**

The Consultant will install two weather stations and two stream gages to monitor conditions in the stream and on the hillside. This monitoring will provide early understanding of the sediment production mechanisms and overall environmental conditions for the SEIS, assist in engineering design decisions, improve inputs for hydraulic and debris flow modeling, and ultimately guide operation of the sediment basins. One weather station will be located near the landslide toe (i.e., the source of asbestos-laden sediment to Swift Creek) and telemetered to a website. The other weather station will be located in the lowlands near the Goodwin Road crossing. One stream gage will be located at the upper bridge crossing and use the flume constructed earlier by Whatcom County. The other stream gage will be located on the North Fork immediately upstream from the confluence with the South Fork. The main stem stream gage at the bridge will be ultrasonic and mounted to the bridge, while the North Fork stream gage will use a pressure transducer contained within a stilling basin.

#### **Task 5. Repository Site Analysis and Coordination for SEIS**

The Consultant design team will coordinate to ensure that resources are available to perform the technical studies and analyses necessary to support the development of the SEIS. The following tasks have been identified in support of the SEIS.

##### **Task 5.1 Geotechnical**

Aspect will conduct preliminary explorations at four of the potential repository sites, to inform both the SEIS consultant and the Herrera design team, regarding site hazards, constraints, and potential borrow/cover material that will need to be considered in detailed design. The Canyon Central repository site is a forested upland believed to be blanketed with glacially derived soil over bedrock at unknown depth. The Goodwin North (Barlean) site is believed to be underlain



by wood waste and organic compost materials. The Oat Coles North and South repository sites are believed to have shallow groundwater conditions.

#### ***5.1.1 Geotechnical Explorations***

##### ***5.1.1a Canyon Central (Millman)***

Aspect will mobilize an excavation contractor to perform minor clearing to provide access for track-mounted drilling equipment. Four exploratory borings will be drilled and sampled to depths of 35 feet or to bedrock refusal, whichever comes first.

In addition, the excavator used to clear and provide access for the drilled borings will be utilized to advance approximately four supplemental test pits to augment the boring data. The test pits and borings will be located in relatively accessible locations within the heavily forested sloping area.

##### ***5.1.1b Goodwin North (Barlean) Site***

Aspect will complete two to four trackhoe test pits within accessible areas on the property. The test pits will be located so as to explore for buried unsuitable material such as wood waste and compost, and they will be advanced down until groundwater is encountered.

##### ***5.1.1c Oat Coles North (Parker) Site***

At the Oat Coles North (Parker) property, we will advance one to two trackhoe test pits to explore and characterize near surface materials, and they will be advanced down until groundwater is encountered. Native mineral soil samples encountered below fill will be submitted for laboratory testing of grain size distribution with hydrometer analysis to support textural correlations to infiltration evaluation.

##### ***5.1.1d Oat Coles South***

Two to four trackhoe test pits will be excavated to explore and characterize near surface materials. The test pits will be advanced down until groundwater is encountered. Native mineral soil samples encountered below fill will be submitted for laboratory testing of grain size distribution with hydrometer analysis to support textural correlations to infiltration evaluation.

#### ***5.1.2 Field Logs, Laboratory Testing, Geologic Interpretations***

Aspect will perform laboratory testing on soil samples recovered from the test pit explorations to characterize and index soil engineering properties. Aspect will prepare final test pit logs and make geologic interpretations as to conditions encountered.

#### ***5.1.3 Geotechnical Engineering Assessments***

Aspect will complete preliminary geotechnical engineering assessments of the proposed repository sites. Assessment will include geohazards, slope stability, site preparation, temporary excavations, static groundwater and groundwater seepage considerations, fill placement including benching and permanent fill slope inclinations, etc.



#### **5.1.4 Reporting**

Aspect will provide the results of these preliminary assessments, conclusions and recommendations in a separate section of the technical report described in Section 3.1.4. The report will also include an extrapolation of assessment results to repository locations planned over the longer term, as well as the secondary sediment basin location.

A draft comprehensive technical report will be submitted for review by the SEIS and Herrera design team. Once any comments are received, Aspect will address the comments and issue a final preliminary geotechnical assessment memo.

##### **Assumptions:**

- Refer to Section 4.1
- Consultant will comply with all property easement requirements. Specifically, on the Canyon Central (Millman property), no material may be removed from the property without material manifests and chain of custody for return of material to property or documenting proper disposal.
- Geotechnical data collected and or used for the Goodwin Reach sedimentation basins will be used as surrogate data for the analysis for development a potential Goodwin south repository or potential alternate sedimentation basin location.

##### **Deliverables:**

- Geotechnical analysis draft and final technical report

#### **Task 5.2 Groundwater**

The groundwater analysis will examine depth to groundwater and groundwater flow beneath each of the three near-term proposed repository sites and potential impacts associated with repository development. Methods are more thoroughly described in Section 3.2. Analysis will also include an interpretation of groundwater conditions based on a review of available information for repository locations planned over the longer term. This type of analysis will also extend to the secondary sediment basin location.

AESI will provide the results of these assessments, conclusions and recommendations in a separate section of the technical report described in Section 4.2.

##### **Assumptions:**

Refer to section 4.2

##### **Deliverables:**

- Groundwater analysis draft and final technical report

### Task 5.3 Surface Water

The surface water analysis will include both a characterization of existing surface water dynamics at **each** repository site and a stormwater management plan concept to be utilized at each repository site into the future. Surface water analysis and characterization for each site will be incorporated into design development of each site under Task 6. Applicable stormwater requirements, anticipated treatment methods and management will be identified and summarized for each site necessary to support the SEIS under this task.

#### Assumptions:

- Herrera design team will provide analysis for surface water, including stormwater engineering for a total of seven repository sites and two interim action sites to accommodate ongoing maintenance dredging.
- The Oat Coles North and Goodwin North site designs will be expedited to determine if there are potential conflicts for development and to determine if the sites could be used as interim fill locations for processing and or handling dredged annual maintenance materials or as future repository locations for later phases of the SCSMP implementation activities.
- Stormwater management plans and engineering reports will include analysis and design for runoff from the repository sites during construction activities, during active interim cover activities, and the final stabilized site condition.
- Stormwater management evaluation and design will include analysis of water quality treatment, flow control strategies, and maintaining hydrologic function in any tributary wetlands to the extent feasible.
- No downstream analysis is required.
- Grading, utilities and site design will be covered under separate task.
- No specifications will be produced.
- Floodplain impacts and analysis covered under separate task.
- Stormwater engineering report shall include:
  - Preliminary Design Drawings:
    - Temporary Erosion and Sediment Control (TESC) Plan
    - Active Stormwater Management Plan
    - Final Stormwater Management Plan
    - Stormwater Details (up to four)
  - Basin map(s)
- Conceptual Designs for up to 6 sites shall include narrative for each site describing the permitting requirements, design constraints, and preliminary sizing of components.



- Interim Stormwater design concept for Oat Coles North and Goodwin North sites to include narrative describing the permitting requirements, design constraints, and preliminary sizing of components.

#### **Deliverables:**

- Canyon Central:
  - Stormwater Engineering Report to support 30% design
- Oat Coles North (Parker):
  - Interim Stormwater design concepts for permits/construction (designed in conjunction with task 6.7.1 'Interim Site Development')
- Goodwin North (Barlean)
  - Interim Stormwater design concepts for permits/construction for stockpiling up to 50,000 cy of sediment (designed in conjunction with task 6.7.1 'Interim Site Development').
- Conceptual Designs for up to 6 sites: Canyon South, Canyon North, Oat Coles South, Goodwin South, Oat Coles North, Goodwin North

### **Task 5.4 Wetlands**

#### **Task Understanding**

Reconnaissance-level wetland analyses will be required for:

- Repository and project areas to be considered in the supplemental EIS as follows:
  - Canyon Central repository area
  - Oat Coles South repository area

Wetland delineations will be required for:

- Project areas identified in previous environmental review documentation including:
  - Sediment basin area designated for pilot project
  - Oat Coles setback levee
- One repository area to be considered in the supplemental EIS:
  - Goodwin North repository area

Wetland characterization will be conducted for:

- Two parcels considered for future wetland mitigation

#### **Methods**

The assessment methods for the reconnaissance-level site areas will utilize the following steps:

- Desktop analysis and review
- Field assessment of project/repository footprints and areas within 300 feet
- Documentation



- Wetland reconnaissance reports for two repository areas including GIS-level mapping, field forms, rating system forms
- Wetland delineation reports for one repository area, sediment basin pilot project area, and setback levee area including survey-level mapping, field forms, rating system forms
- Wetland characterization memo for two future mitigation areas

#### ***Task 5.4.1 Desktop Analysis***

GIS and other remote sensing tools will be used to help determine where wetlands and streams are likely to occur. This assessment includes NRCS soil map, LIDAR, DOQ mapping.

#### ***Task 5.4.2 Field Assessment***

The Field Assessment will consist of a site evaluation as defined by WCC 16.16.670 or other regulatory standards as determined by Whatcom County. The permitting process requires assessment be conducted for areas within 300-feet of the proposed action or disturbance area. The assessment will be led by qualified individuals listed on the Whatcom County approved consultant list. The field assessment will utilize Washington Ecology / US Army Corps methods to determine regulated wetlands and streams occurring proximate to the proposed project/repository area on hydrologic, plant, and soil indicators. The boundary of regulated wetland(s) included in the delineation task will be flagged and GPS mapped (+/- 3 to 6 ft).

The Goodwin North (Barlean) site has been identified as a "problematic" site because of historic site grading, modifications, and fills and will need additional analysis to determine wetland conditions; therefore, extra time will be needed to evaluate this site. This site will need to include coordination with the Whatcom County Public Works project manager and geotechnical assessment staff for excavations through the stockpiles and up to two additional follow up site visits for hydrology confirmation.

#### ***Task 5.4.3 Documentation***

##### ***Task 5.4.3a - Reconnaissance-Level Analyses***

Reconnaissance-level wetland analyses with GIS-level exhibits will be produced for the Canyon Central repository, and Oat Coles South repository, meeting the basic requirements of WCC 16.16.670, Sections C and D. The analyses will include wetland size, class, and category for site wetlands and wetlands within 300 feet; water sources and drainage patterns in the area; vegetation, soils, and hydrology; wildlife habitat within 300 feet; a wetland functional assessment; and standard buffer requirements. The impact analysis will conform to WCC 16.16.670 requirements or other regulatory standards as determined by Whatcom County.

The GIS exhibits will display wetland buffers. Soil pit logs and rating forms will be provided. One report documenting the field methods, date of assessment, field crew, and findings per 4.5.2, including field and rating forms, will be provided for the reconnaissance analysis area described above.

**Deliverables:**

- One reconnaissance-level report documenting wetland, hydrologic, and wildlife habitat conditions, and associated buffers within the Canyon Central repository, Oat Coles South repository site footprints and areas within 300 feet. Mapping will be conducted in GIS and provided in native GIS formats, including raw GPS points.
- Report, rating forms, and supporting GIS exhibits (up to 5 per site) will be provided in native word processing, GIS, and pdf format.
- A single memo documenting the methods and summarizing the findings will be provided in native and pdf format.
- Deliverables include one review draft and one final submittal.

***Task 5.4.3b - Wetland Delineations***

Full wetland delineation reports will be provided for

- Oat Coles North (Parker) setback levee
- Goodwin North (Barlean) repository site
- Millman property sediment basin pilot project area

The reports will follow the standards of WCC 16.16, Article 6 (Wetlands) or other regulatory standards as determined by Whatcom County and include documentation necessary for Army Corps of Engineers and Ecology review.

Individual delineation reports for the above-listed areas will be prepared following WCC 16.16.670, including a survey of the wetland boundary flags. It is understood that Whatcom County Public Works has requested wetland delineation and impact analysis and will complete mitigation planning separately.

**Deliverables:** Three wetland delineation reports inclusive of the requirements of WCC 16.16.670 in native digital format meeting professional standards and regulatory requirements will be provided. Surveyed linework will be provided in CAD format and in NAD 83 datum. Deliverables include one review draft and one final submittal.

***Task 5.4.3c - Wetland Characterization***

A basic characterization of the two parcels considered for future mitigation (up to 50 total acres). The analysis will determine location(s) of site wetlands, basic wetland category, and aerial extent. A basic determination of hydrology, vegetation, and soil types will also be provided. No analysis of mitigation credit potential, mitigation type, or conceptual mitigation plans are included in this scope of work.



**Deliverables:** One memo documenting description of site, wetland characteristics, a GIS level map, and methods. Mapping will be conducted in GIS and provided in native GIS formats, including raw GPS points. Report, rating forms, and supporting GIS shapefiles will be provided in native word processing, GIS, and pdf format. Deliverables will include one review draft and one final submittal.

#### ***Task 5.4.4 Wetlands Fieldwork Coordination***

Fieldwork coordination will be needed to provide:

- Coordination between the field assessment, technical assessments, SEIS Team, Engineering Team, and County
- Direction to field crews and technical teams
- Review and oversight of analyses and deliverables
- Presentations of findings and decision making needs to team leads and Whatcom County
- Reporting

#### **Assumptions and Exclusions:**

- The assessment area is limited to the project/repository footprint listed in Task Understanding, plus 300 feet, as necessary, and as shown on Figure 1 attached.
- Wetland assessments will be conducted during the wet season (October through March); wetland assessments occurring past this time period will take longer in forested conditions because of vegetation leaf-on conditions and will take longer in general because hydrologic indicators may not be available. If project delay outside the control of Element Solution causes field work to be pushed outside of the wet season, a budget revision will be needed.
- No more than 100 individual wetlands will be encountered. Wetland quantities beyond this are considered out of scope.
- No Critical Areas reports are included in this scope of work unless otherwise specified; additional reporting is considered out of scope work.
- Rights of entry and access to the entire site identified for this analysis have been granted for all properties. Consent will be obtained by the County.
- The Goodwin North site is a "problematic site" and the site visit will require coordination with the geotechnical team to excavate through the fill piles to expose native soils; it is assumed that the assessment will take up to three site visits and coordination with an excavation contractor provided by Whatcom County.
- A 300-foot assessment area beyond the proposed project impact area required by WCC 16.16 or other regulatory standards as determined by Whatcom County at the time of permitting and delineation reporting. For the reconnaissance-level assessment, the 300-



foot area beyond the identified project site will be evaluated remotely, particularly if it extends beyond a property line. For wetland delineations, the 300-foot area beyond the identified project site will be field evaluated if right of entry from the adjacent property owner has been provided; otherwise, it will be evaluated remotely. Wetland boundaries within the 300-foot assessment area will not be flagged or surveyed but will be GPS mapped if access is granted or estimated using remote sensing.

- Wetlands mosaics occurring within the study area will be lumped into a single wetland boundary. Detailed mosaic mapping will be considered outside of this project scope.
- GPS mapping (plus or minus 3 to 6-ft accuracy) is adequate for the reconnaissance-level mapping and SEIS review. Mapping to a higher accuracy will require a scope and budget amendment.
- The Reconnaissance-Level Assessment documentation will not be sufficient for permitting purposes and does not include a delineation report as required for permitting. If the review process determines that a wetland report is needed, a scope and budget amendment will be necessary.
- The proposed mitigation parcels will be less than 50 acres in total area.
- Additional reviews, project modifications, or document changes will be considered out of scope work.
- Note that this Critical Areas assessment excludes Geologically Hazardous Areas (Article 3), Frequently Flooded Areas (Article 4), Critical Aquifer Recharge Area (Article 5), and Habitat Conservation Areas (Article 7).

### **Task 5.5 Traffic Analysis**

The purpose of this task is to prepare a report which: (1) evaluates existing traffic counts; (2) forecasts the traffic volumes under no-action conditions and the planning year of 2040; and (3) reviews warrants for potential traffic control measures to provide reasonable Level of Service (LOS), traffic delays, queuing and other mitigation measures. The scope of services for the traffic analysis includes:

1. Visit the project area; the proposed reclamation and repository sites; and the affected properties to identify traffic properties inclusive of; performing limited supplemental turning movement traffic counts and note sight distance issues that would affect traffic operations.
2. Use the Whatcom County Council of Government's (WCOG) travel demand models to forecast future entering volumes at each study intersection for the 2040 planning year and compare to the total entering intersection volumes from the existing year 2017 as provided by the County.
3. An annual growth rate will be calculated for each intersection based on the 2017 and 2040 WCOG model volume differences. This growth then will be applied to the existing traffic counts collected in 2017 at each study intersection.
4. The forecasted future intersection volumes will be adjusted based on the deviations observed between volumes in the existing model and from the existing traffic counts with the resulting traffic volumes used for the 2040 planning year analysis. Minor adjustments, including volume balancing to adjust for inherent deficiencies in travel demand models, may also be applied.
5. The V/C for the base year of 2017 and forecast of 2040 will be calculated for the following roadways:

- a. Goodwin Road between S. Pass Road and Massey Road.
  - b. S. Pass Road between Oat Coles Road and Goodwin Road.
  - c. Oat Coles Road between S. Pass Road and Massey Road.
6. Each of the four (4) intersections within the study area will be evaluated against traffic control warrants including; projected traffic volumes, LOS on each approach as well as overall intersection LOS, and volume to capacity ratios (V/C).
7. The four intersection points are depicted in the attached map include:
- a. Goodwin Road @ South Pass Road
  - b. Oat Coles Road @ South Pass Road
  - c. Goodwin Road @ Millman Property Access
  - d. Oat Coles Road @ Gimmaka/Bosscher Properties Access

**Assumption(s):**

- Future 2040 traffic volume forecasts will be based on the future 2040 land use as presented in the WCOG travel demand model. WCOG's model inherently reflects traffic growth as well as any area roadway improvements anticipated by the planning year 2040. The 2040 traffic forecast volumes in the WCOG model also reflect any previously approved projects. We do not anticipate impacts to State owned transportation facilities including, but not limited to, SR 9 and SR 544.
- We do not anticipate impacts to State owned transportation facilities including, but not limited to, SR 9 and SR 544.
- Public and environmental impacts from noise and air pollution associated with increased project related truck traffic will be addressed by others.
- Legal access by means of easement and/or property ownership along either side of Swift Creek between Goodwin Road and Oat Coles Road currently exists and provides an alternative haul route for trucks from travelling exclusively on public roads.

**Deliverable(s):**

- A technical traffic report will be produced that includes information such as existing and projected traffic volumes, methodology, LOS by approach at each intersection, , and any recommended mitigation. The traffic report will follow the Whatcom County format for a traffic analysis based upon the level of information. Tables and figures may be prepared to aid in the understanding of project traffic impacts and mitigation.
- The report will include the following specific items:
  - Project Description, Study Approach, and Study Area
  - Documenting the Existing Roadway Network, Traffic Volumes, Traffic Operations, and any Non -motorized activities
  - Planned Transportation Improvements, Traffic Volumes, and Future Traffic Operations
  - Project Description with Project Traffic Volumes and Traffic Operations for the purpose of Access Management



- Appendix data for Traffic Counts, LOS Definitions, and LOS Worksheets
- Vicinity Map and Study Intersections, Existing Weekday Peak Hour Traffic Volumes, Traffic Volumes, and 2040 Weekday Peak Hour Forecasts.
- Tables for existing (2017) and planning year (2040) LOS as well as summaries of intersection traffic volumes.

## **Task 6. SCSMAP Project Design Development**

The Consultant team will advance each of the project design elements to a 30% level or to a concept level for design elements requiring additional data collection and analysis as noted. Development of each design element will include plan views, sections, and design detail drawings with enough detail to convey purpose and function as noted in the subsections below. Design drawings will be prepared in AutoCAD 2017. Design elements will be coordinated and integrated to function as combined system however the actual construction of the elements will be phased. Each design element will be advanced to allow preparation of capital and operational costs with design phase appropriate contingency.

Basis of design documentation will be prepared for each project element and incorporated into a basis of design memorandum for Task 6.8 as noted below.

### **Task 6.1 Sediment Traps**

Consultant will assess and refine the sediment trap concepts to address bedload volumes, access, and long-term operations and maintenance issues, to thereby understand capital and operating costs as well as removal efficiencies for the cost-benefit analysis and sequencing and implementation options. Design will include robust sediment trap configurations to allow adaptive management during operation to meet varying sediment loading conditions including function and survivability after a debris flow. Design development of the sediment trap concepts will be based on-site specific geotechnical investigation data, sediment loading assessments and coordinated with repository locations and access. Selection of sediment trap concepts operations and maintenance activities, frequency of sediment removal, access, and robustness associated with debris flows.

#### **Assumptions:**

- Full North Fork reroute is not viable, but a shorter reroute to increase efficiency of removal operations will be considered
- Concept designs will include materials list, plan view of area, sections and details for trap configuration, and estimates of probable capital and operational costs.
- Function and performance standards for sediment trap design will be documented in basis of design report.



- Sediment trap structures – Up to two viable scour-resistant structural concepts and estimated construction costs will be developed for these structures in consultations with the team's geotechnical engineer.
  - 1.) channel spanning structures with varying heights and
  - 2.) partial spanning structures that allow low flow serpentine channel to be maintained.
- Structures will be designed using existing estimates of sediment flux in combination with scour analyses based the hydraulic modeling results prepared in Task 4.5.
- Structures will not be designed for debris flow loading.
- Structures will be sized to accommodate the size a typical large storm (i.e., 2-year return interval event), and will evaluate and optimize capacities to accommodate annual bedload sediment flux, targeting a frequency of removal of once per year.
- At a minimum, the 30% design package will include the following to aid in County permit preparation:
  - Project description including anticipated construction sequencing, equipment size/type, access and staging areas
  - Estimated construction duration and schedule, highlighting in-water work, stream crossings
  - In-water work plan (if necessary)
  - Cut and fill volumes, anticipated depth of excavation, horizontal limits of project impact
  - Total project footprint and total disturbed areas (SF)
  - Area (SF) of riparian clearing
  - Preliminary TESC plan

**Deliverable(s):**

- Draft initial design concepts for alternative design comparison
- Draft and Final 30% design concept in CAD and PDF format
- Basis of Design Report Section (including estimates of capital and operation and maintenance costs) - Draft and Final prepared under Task 6.8.

**Task 6.2 Sediment Basins**

The Consultant will refine and advance the sediment basin proof of concept to confidently understand the operations and maintenance requirements, risks, and capital costs. Because the water chemistry (pH) is critical in maintaining settling at an accelerated rate, locating the basins as far upstream as possible is a priority. Additionally, a groundwater mounding and hydrogeologic analysis tied to sediment basin operations is essential to determine benefits of a

passive settling process versus a mechanical or chemical additive process. Based on geotechnical, geomorphic, and hydraulic analyses, the Consultant will refine the volume of sediment to be managed in the basins. The Consultant team will evaluate handling necessary for dewatering (passive or active), loading and haul if the stored sediment is removed and transported versus accumulation in place and capping; and to understand how it can be stockpiled within a repository. Key considerations will include:

- Passive versus active sediment collection and removal
- Suspended sediment characteristics versus bedload characteristics – each will have specific handling, management, and stockpiling constraints and requirements
- Sediment handling in a basin compared to potential processing needed in a repository
- Opportunity to partially bypass flows in North Fork Swift Creek to minimize treated flows

The physical properties of the sediment (and how they vary with water content) and the requirements for where and how it will be contained drive the sediment basin design, operation, maintenance, and cost. The selected sediment basin function, design, and operations and maintenance requirements also impact the repository design and operation. Sediment handling within the basins, frequency of sediment consolidation and transport, haul requirements, and placement and handling criteria within a repository will be evaluated and documented in a feasibility and alternatives analysis report.

#### **Assumptions:**

- The consultant team will prioritize and expedite the sediment basin proof of concept to ensure the repository design concepts are consistent and integrated.
- A pilot study will be recommended and the scope for testing identified as part of the recommendation. Up to two pilot study concepts will be prepared for discussion. One will be advanced with scoping detail based on County input.
- Design development of the sediment basin will be refined and advanced to 30% design level following the pilot study and covered on another contract.
- The pilot study plan will be prepared to be such that M&O staff will be able to construction and operate in time for installation in the fall of 2019.
- Recommended pilot study location will focus on areas up gradient of Goodwin Road.
- Sediment transport will be assessed through analysis of the sediment volume extracted combined measurements made at the inlet of the basin over time. This analysis will provide an estimate of trap efficiency over time.
- Adjustments to the pilot facility are expected and will be tracked over time and related to measured input flow rate and other meteorological variables to improve trapping efficiency.



**Deliverables:**

- Basis of Design Report Section (including estimates of capital and operation and maintenance costs) - Draft and Final prepared under Task 6.8.
- Sediment Basin Pilot Study Work Plan

**Task 6.3 Debris Flow Deflection Berm and Levee**

The Consultant will resurrect and refine working models and estimates, such as the debris flow volume estimate previously used to develop the berm/levee design and determine whether a dynamic debris flow model will be required to determine the berm/levee size. We understand the limitations of the original estimate and can refine the facility alignment and height based on a recommended debris flow model that accurately captures debris flow mechanics to provide an alignment and height that will contain a minimum of (150,000 CY), prior to preparing concept design plans.

Consultant will review concept debris flow deflection berm and levee alignment based on debris flow modeling in Task 4.4, Marbled Murrelet surveys, and assessment of geologic hazard risk. Alignment of berm and levee will be coordinated to minimize risk and to increase protection of infrastructure.

**Assumptions:**

- Design concepts will include materials list, plan view of area, sections and details for configuration, and estimates of probable construction cost.
- Function and performance standards for design will be documented in basis of design report.
- Risk assessment for berm function and configuration will be performed by Herrera and reviewed by Element Solutions and Kerr Wood Leidal.
- Berm and levee will be evaluated using existing dredge spoils as berm core or as buttressing material with protective cover.
- Armoring and or face protection of the berm and levee will be developed and evaluated by Kerr Wood Leidal once they are provided hydraulic modeling results and design velocities.
- Design alignment and height of berm will be based on containing the modeled debris flow in Task 4.4.
- Volume of debris flow will come from original estimate made by Kerr Wood Leidal.
- No structural elements will be required to retain or redirect debris flow.

**Deliverables:**

- Draft initial design concepts for alternative design comparison
- Design concepts in CAD and PDF format



- Final design concepts in CAD and PDF format.
- Basis of Design Report Section (including estimates of capital and operation and maintenance costs) - Draft and Final prepared under Task 6.8.

#### **Task 6.4 Williams Pipeline Crossing**

Crossing protection is necessary for all individual elements of the project- Avoidance is the preferred method to relocation. Pipeline protection constraints and opportunities must be flushed out first prior to advancing analysis and development of the sedimentation basins and the upstream sediment traps.

Consultant will coordinate through the County to initiate meeting with Williams Pipeline in order to advance crossing design concepts. Consultant will prepare concept designs and collaborate with Williams Pipeline to evaluate and select a preferred crossing strategy for both the road and creek crossings.

Creek crossing and road crossing design development will require close coordination with Williams Pipeline. Consultant will work through the County Project Manager to facilitate coordination and design development. Design development may include channel grade controls and creek stabilization adjacent to and within the Williams Pipeline easement. Designs will be advanced to a 30% level in order to evaluate function, performance and risk in order to select a preferred method of protection.

#### **Assumptions:**

- Sediment reduction and removal both in the sediment traps above and sediment basins below drive protection mitigation for the pipeline crossing.
- Protection to focus on on-going system function and protection; Consultant will evaluate sedimentation basin design and operation in conjunction with alignment/location of crossings.
- Design to focus on available area; no work zone; and needed protection based on scour with over lay of robust survival of debris flow
- Opportunity at this location is that there is grade flexibility utilizing raising the bed of the creek using grade control structures to increase cover over the pipes
- Design concepts will include materials list, plan view of area, sections and details for configuration, and estimates of probable construction cost.
- Function and performance standards for design will be documented in basis of design report.
- Mitigation measures for Williams Company's Gas Pipelines – A Truck loading analysis will be performed on all haul roads crossing the Williams Company's Gas Pipelines. In case the calculated truck loadings exceed safety thresholds under current conditions, up to

two structural concepts and estimated construction costs will be developed for mitigation of the loadings to within acceptable limits.

- In water Grade Control Structures – In coordination with hydraulic and geotechnical engineers, develop concepts for in-stream grade control structures and other ancillary structures as desired (i.e. walls, culverts, etc.) for controlling and channeling floodwaters in protecting area infrastructure, including the Williams Company's gas pipelines.

**Deliverables:**

- Draft initial design concepts for alternative design comparison
- Draft and Final 30% design concepts in CAD and PDF format
- At a minimum, the 30% design package will include the following to aid in County permit preparation:
  - Project description including anticipated construction sequencing, equipment size/type, access and staging areas
  - Estimated construction duration and schedule, highlighting in-water work, stream crossings
  - In-water work plan (if necessary)
  - Cut and fill volumes, anticipated depth of excavation, horizontal limits of project impact
  - Total project footprint and total disturbed areas (SF)
  - Area (SF) of riparian clearing
    - Preliminary TESC plan
- Basis of Design Report Section (including estimates of capital and operation and maintenance costs) - Draft and Final prepared under Task 6.8.

**Task 6.5 Creek Channel Conveyance Improvements**

**Task on hold. Work to be performed following Sediment Basin Pilot Study Work Plan under separate authorization.**

Consultant will use the model results to establish baseline hydraulic characteristics for important flows, including the design flood event. Hydraulic modeling will help to develop data for current and future conditions. Creek channel conveyance improvements will include dredging of channel to simulate historic bed elevations, bank stabilization and hydraulic structures to maintain alignment bed elevation

**Assumptions:**

- Creek channel improvements below the sedimentation basin may be performed after sediment trap and basin construction. Down gradient channel profile must be



incorporated into hydraulic model to support future sediment dredging and bank stockpile removals.

- Additional creek conveyance improvements can readily be assessed with model iterations reflecting different design configurations.
- Design concepts will include materials list, plan view of area, sections and details for configuration, and estimates of probable construction cost.
- Function and performance standards will be documented in basis of design report.
- Concept designs will be prepared as generic concepts that will be further advanced following sediment trap and sediment basin installation and pilot testing.

**Deliverables:**

- Draft initial design concepts for alternative design comparison
- Final design concepts in CAD and PDF format.
- Basis of Design Report Section (including estimates of capital and operation and maintenance costs) - Draft and Final prepared under Task 6.8.

**Task 6.6 Creek Channel Maintenance Support**

Consultant will assist the County in determining dredging depths and extents based on conveyance modeling and assist in preparation of haul routes and access development as requested.

**Assumptions:**

- Creek channel maintenance support will include design support to develop haul routes, access to accomplish maintenance dredging at Oat Coles and Goodwin bridge locations,
- Dredge material will be deposited at the Oat Coles North (Parker) site.
- Design concepts will include materials list, plan view of area, sections and details for configuration, and estimates of probable construction cost.
- Haul route design and support will be vetted with M&O staff in order to develop final design.
- Consultant team will assist as requested during dredging and hauling activities.

**Deliverables:**

- Draft initial design concepts for alternative design comparison
- Final design concepts in CAD and PDF format.
- Site visit notes for each day on-site.



## **Task 6.7 Repository Design**

### ***Task 6.7.1 Interim Site Development***

Consultant will develop site plans including access, rough grading, initial repository storage, interim stormwater management, and utility coordination for interim dredging and maintenance at Goodwin North and Oat Coles North sites.

#### **Assumptions:**

- Design plans will be prepared to allow permitting for maintenance activities.
- Design concepts will include materials list, plan view of area, sections and details for configuration, and estimates of probable construction cost.
- Stormwater design will be consistent and build off of stormwater design developed under Task 5.4. Interim stormwater design will be developed to permit level.
  - Oat Coles North – stormwater design will be for maintenance work and will not include stormwater design for the final repository configuration. No stormwater engineering report will be prepared for this site during this phase.
  - Goodwin North – stormwater design will be developed to a permit level to accommodate stockpiling of up to 25,000 cubic yards of sediment on site. No stormwater engineering report will be prepared for this site during this phase.
- Site plans will include access and haul road designs between Goodwin Road and Oat Coles road. Access will be coordinated with County and M&O staff.
- Technical specifications and construction execution guidelines and requirements will be included as notes on drawings.
- Stockpile and cover requirements will be noted on drawings. Interim cover will consist of hog fuel.
- Stockpile capacity will be provided on the interim grading plan.
- Interim designs will be prepared to allow for maintenance activities in Fall of 2019. Interim site work will be performed by County maintenance crews and the designs will not go out to public bid.

#### **Deliverables:**

- Draft and Final Design Drawings in CAD and PDF format. Files will be provided in native digital files.

### ***Task 6.7.2 Repository Design***

The Consultant will provide concept site layouts and profiles for each of the seven identified repository locations in order to compare and contrast the locations necessary to identify

environmental impacts and operating requirements necessary to advance the SEIS. Consultant will advance the design of one repository location (Canyon Central) to 30% design level.

**Assumptions:**

- The Consultant will develop layout plans that will include callouts of preliminary access, stormwater features, and general drainage for each site.
- Profiles will be cut for each site. Repository stability and bottom grades will be based on preliminary geotechnical and groundwater investigations. Final grades will be developed and will be used to calculate fill capacity. Sources of cover material or borrow material will be based on geotechnical evaluation and agronomic evaluation.
- Repository locations may be a single large location or a combination of smaller sites necessary to provide storage for up to 10 years of sediment and bedload capacity.
- The Canyon Central Repository will be advanced to 30% design and will include the following plans:
  - Vicinity Map/Notes/Legend
  - Site access/staging/clearing and grubbing
  - Excavation and stockpile plan
  - Interim filling plan
  - Final grading plan and drainage
  - Stormwater treatment plan for Final Grading
  - Details (2 sheets) – standard cap, runoff ditch, interim cover, access features, and drainage features
- Drainage from repository locations is assumed to require settling and preliminary potential filtering prior to discharge to Swift Creek or a drainage feature discharging to Swift Creek.
- A stormwater engineering report will be developed for the Canyon Central Repository (in Task 5.3). No other stormwater engineering reports will be developed for this phase of work.
- Function and performance standards will be documented in basis of design report. Costs will be prepared for each site in the basis of design.

**Deliverables:**

- Draft and Final Plan and Profiles for Oat Coles South, Canyon North, Canyon South, Oat Coles North, Goodwin North, and Goodwin South.
- Canyon Central:
  - Draft and Final Stormwater Engineering Report (under Task 5.3)
  - Draft and Final 30% design



- Basis of Design (BOD) Report Section (including estimates of capital and operation and maintenance costs) - Draft and Final prepared under Task 6.8.

### **Task 6.8 Basis of Design Report**

This task will include compiling the individual design element basis of design memorandums into one document for the project elements.

#### **Assumptions:**

- Basis of design report will include existing hydrologic and hydraulic modeling summary as well as geomorphic assessment and downstream analyses.
- Basis of design report will compile individual project elements as separate sections.

#### **Deliverables:**

- Draft and Final Basis of Design Report (including estimates of capital and operation and maintenance costs).

### **Future Work**

As needed and at the County's discretion, this contract may be supplemented to provide for the following tasks.

#### **Final Design and Construction Support**

The Consultant team will be available to prepare final design, bid-ready plans and specifications, and construction support.

#### **Repository Closure / Post-Closure Plan**

The Consultant team will be available to assist in preparation or review of the prepare the Closure/Post-Closure Plan called for in the Consent Decree.

#### **SCSMAP Revisions**

The Consultant Team will be available to assist in the preparation or review of updates or revisions to the SCSMAP.

#### **Other work tasks that may be included following review of existing data and collection of scoped field data:**

- Completion of wetland delineation Reports for sites that will be advanced to permitting
- Refinement of temporary or early repository development
- Supplemental Geotechnical



- Supplemental Groundwater
- Supplemental Survey
- Geomorphic Assessment and Downstream Analysis
- Supplementary Traffic Analysis or Bridge Replacement
- Operation and Maintenance Plan(s)
- Creek Channel Conveyance Improvements



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-116

---

<b>File ID:</b>	AB2019-116	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/30/2019	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Children, Youth & Families for support of Perinatal Mood and Anxiety Disorders, in the amount of \$10,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachments

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---


---

**Attachments:** Memo to County Executive, Interlocal Agreement for February 12

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



**MEMORANDUM**

**TO:** Jack Louws, County Executive  
**FROM:**   
Regina A. Delahunt, Director  
**RE:** Washington State Department of Children, Youth & Families –  
Interlocal Agreement to support Perinatal Mood and Anxiety Disorders  
**DATE:** January 17, 2019

---

Enclosed are two (2) originals of a contract between Whatcom County and Washington State Department of Children, Youth & Families for your review and signature.

▪ **Background and Purpose**

Maternal mental health is a key ingredient in ensuring a child receives consistent, nurturing caregiving. Women experiencing Perinatal Mood & Anxiety Disorders (PMADs) are often unable to provide the care a child needs for optimal early brain development. Research suggests that at least 1 in 8 women experience perinatal mood disorders; this figure is nearly 1 in 2 for low-income women. Isolation exacerbates the impacts of poverty on health. Based on community assessment data, our low-income Latina families are, as a group, one of the most isolated. The purpose of this contract is to support the development of locally based peer support for Latina women at risk for or experiencing PMADs.

▪ **Funding Amount and Source**

The source of funding for this agreement, in an amount not to exceed \$10,000, is the Federal Health and Human Services (HHS) Agency Community Based Child Abuse Prevention (CFDA 93.590) passed through the Washington State Department of Children, Youth & Families. Funding for this agreement is included in the 2019 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Allison Williams at extension #6145 if you have any questions regarding this agreement.

Encl.





# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	85 Health		
Division/Program: (i.e. Dept. Division and Program)	8530 Community Health / 853020 Healthy Children & Families		
Contract or Grant Administrator:	Allison Williams		
Contractor's / Agency Name:	WA State Department of Children, Youth & Families		

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

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

Is this a grant agreement? Yes ☒ No ☐ If yes, grantor agency contract number(s): 18-294 CFDA#: 93.590

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

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

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

If YES, indicate exclusion(s) below:

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

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

Summary of Scope: This agreement provides funding to support the development of a community-based structure for providing direct services to support parents and families experiencing Perinatal Mood & Anxiety Disorders (PMADs).

Term of Contract:	13 Months	Expiration Date:	12/31/2019
-------------------	-----------	------------------	------------

Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>01/11/2019</u>
	2. Attorney signoff: _____	Date: <u>1-18-19</u>
	3. AS Finance reviewed: <u>[Signature]</u>	Date: <u>1/24/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



**INTERLOCAL AGREEMENT  
BETWEEN  
  
STATE OF WASHINGTON  
DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES  
  
AND  
  
WHATCOM COUNTY**

**THIS CONTRACT** is made and entered into by and between the State of Washington, acting by and through the Department of Children, Youth, and Families, a department of Washington State government (hereinafter referred to as "DCYF") located at PO Box 40970, Olympia WA 98504-0970 and Whatcom County, a Municipal Subdivision, doing business as Whatcom County Health Department, (hereinafter referred to as "Contractor"), located at 509 Girard St, Bellingham WA 98225.

**THE PURPOSE OF THIS CONTRACT IS** to support the development of a community-based structure for providing direct services to support parents and families experiencing Perinatal Mood and Anxiety Disorders (PMADs). The ultimate goal of this work is to increase community-wide awareness through collaboration with community stakeholders and Perinatal Support Washington and develop resources to support perinatal mental health including but not limited to a perinatal support group and resource and referral handouts.

**THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:**

Provide voluntary, high-quality early learning opportunities for children and families in Washington  
Support all early learning professionals with research-based professional development and resources.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. CONTRACT MANAGEMENT**

**1.1 Contract Manager**

1.1.1 The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract. The Contractor and Contract Manager information for this Contract is as follows:

**CONTRACTOR BUSINESS ADDRESS**

Whatcom County  
509 Girard St  
Bellingham WA 98225  
TIN: 91-6001383  
UBI: 371-010-246

**CONTRACTOR CONTRACT MANAGER**

Allison Williams  
awilliam@whatcomcounty.us  
Phone: (360) 778-6145

**DCYF ADDRESS**

Department of Children, Youth, and Families  
PO Box 40970  
Olympia WA 98504-0970

**DCYF PROGRAM CONTRACT MANAGER**

Courtney Jiles  
SFWA Program Manager  
courtney.jiles@del.wa.gov  
Phone: (360) 725-4410

1.1.2 Each party shall provide the other party with written notice of any changes of the name and contact information regarding either party's designated Contract Manager. The written notice shall not be effective until fourteen business days from the date of mailing. The requirements contained in Section 7 (Contractor Staff) of exhibit C shall apply to this Section (Section 1.1).

**1.2 Notices**

1.2.1 Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person or by a recognized courier service, or deposited with the United States

Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed in Section 1.1.

1.2.2 Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided above.

## **2. EXHIBITS AND ATTACHMENTS**

Attached hereto and incorporated herein as though set forth in full are the following exhibits and attachments:

- o Exhibit A - STATEMENT OF WORK
- o Exhibit B - BUDGET
- o Exhibit C - GENERAL TERMS AND CONDITIONS
- o Exhibit D - DELIVERABLES
- o Attachment 1 - Whatcom County Application
- o Attachment 2 - Confidential Nondisclosure Agmt 18-1294
- o Attachment 3 - Certification of Data Disposition 18-1294
- o Attachment 4 - Federal Certifications and Assurances

The parties agree that the exhibits and attachments listed in this paragraph shall be enforceable against the parties and are a part of this Contract.

## **3. STATEMENT OF WORK**

The Contractor shall perform the activities and obligations as set forth and described in Exhibit A. The Contractor shall also furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth and described in Exhibit A. The Contractor shall provide the services, goods, products and activities at the costs set forth in this Contract.

## **4. PERIOD OF PERFORMANCE**

Subject to Department of Enterprise Services (DES) approval requirements and the requirements of this Contract, the period of performance of this Contract shall commence on December 1, 2018 and be completed on or before December 31, 2019, unless terminated sooner as provided herein. Performance on this contract shall not begin before the contract start date.

## **5. COMPENSATION**

The cost of accomplishing the work described in this Contract shall not exceed \$10,000.00. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DCYF Contract Manager for pre-approval by the DCYF Secretary or the Secretary's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B is an actual budget of the costs associated with this Contract. If the Contractor reduces its prices for any of its services during the term of this Contract, DCYF shall receive the immediate benefit of such lower prices for services following the price reduction. Compensation for services will be paid upon the timely completion of services as described in Exhibit A and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this Contract.

## **6. BILLING PROCEDURE**

6.1 The Contractor shall submit, not more than semi-monthly, properly completed A-19 vouchers (the "voucher") to one of the following:

The Department of Children, Youth, and Families  
Attn: Courtney Jiles  
PO Box 40970



Olympia WA 98504-0970

OR

Email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at [courtney.jiles@del.wa.gov](mailto:courtney.jiles@del.wa.gov).

**6.2** Payment to the Contractor for approved and completed work shall be made by warrant or Electronic Funds Transfer by DCYF and considered timely if made within 30 days of receipt of a properly completed voucher. Payment shall be sent to the address designated by the Contractor and set forth in this Contract.

**6.3** Each voucher must clearly reference the DCYF Contract Number and the Contractor's Statewide Payee Registration number assigned by the WaTech.

**6.4** Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A under the Section titled "Voucher Verification".

**6.5** For Statewide Payee Registration: WaTech maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct deposit. The Contractor must be registered in the Statewide Payee Registration system, <https://watech.wa.gov/solutions/it-systems/statewide-payee-desk>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Payee Registration is complete.

**6.6** Upon the expiration of this Contract, any claim for payment or voucher not already made shall be submitted to DCYF no later than forty-five (45) days following the expiration date of this Contract. In the event the Contractor does not provide to DCYF a claim for payment or voucher within forty-five (45) days following the expiration date of the Contract, DCYF shall have no obligation to pay such claim for payment or voucher even if the service or product has been delivered and/or accepted. The final voucher shall certify that the Contractor has completed all requirements of this Contract.

## 7. SIGNATURES

THIS CONTRACT, including the exhibits and attachments described in Section 2, is executed by the persons signing below who warrant they have read and understand this Contract, including the exhibits and attachments. The persons signing below further represent they have the authority to execute this Contract.

SIGNATURE:

PRINTED NAME AND TITLE:

DATE SIGNED:

WHATCOM COUNTY

 Regina Delahunt  
Director 1/17/19

WASHINGTON STATE  
Department of Children, Youth, and Families

\_\_\_\_\_  
DCYF Contract Administrator

PROGRAM APPROVAL

Judy Zub PHN Supervisor  
Astrid Newell, Community Health Manager

1-11-19  
Date

WHATCOM COUNTY

JACK LOUWS  
County Executive

STATE OF WASHINGTON     )  
  )  
COUNTY OF WHATCOM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,  
residing at Bellingham.

My Commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

Royce Buckingham, Deputy Prosecuting Attorney

1-18-19  
Date



## Exhibit A - STATEMENT OF WORK

---

### 1. DEFINITIONS

- 1.1 **Community-Based Child Abuse Prevention (CBCAP):** CBCAP programs were established through federal legislation under the Child Abuse Prevention and Treatment Act (CAPTA).
- 1.2 **Community Taskforce:** A community group of diverse stakeholders whose tasks include discussing the need for perinatal mental health services in their respective community.
- 1.3 **Department of Children, Youth, and Families (DCYF):** Refers to the Department of Children, Youth and Families.
- 1.4 **Deliverable:** The delivery of prevention services and/or a tangible work product resulting from this contract which is to be documented, described, reported and/or provided to DCYF in the form and manner required by this contract.
- 1.5 **Evaluation Consultants:** Evaluation consultants contracted by DCYF to support CBCAP-funded programs in evaluating their efforts around program development, outcomes-based planning and other evaluation-based approaches.
- 1.6 **Perinatal Support Washington (PS-WA):** A non-profit organization that provides support to Washington families to facilitate support for families affected by Perinatal Mood and Anxiety Disorders. PS-WA will provide support and expertise to communities for the work outlined in this contract.
- 1.7 **PMAD:** Acronym for Perinatal Mood and Anxiety Disorder.
- 1.8 **Primary Prevention:** Activities directed at the general population to prevent abuse prior to it occurring.
- 1.9 **Protective Factors:** The five protective factors, through the Strengthening Families Protective Factors Framework, are shown to make positive outcomes more likely for young children and their families, and to reduce the likelihood of child abuse and neglect. The protective factors include: knowledge of child development, parental resilience, social connections, concrete supports in times of need, and nurturing and attachment.
- 1.10 **Secondary Prevention:** Prevention activities offered to families experiencing one or more risk factors for abuse.
- 1.11 **Service Area:** The area defined by geographic boundaries where the focus community is located and where families reside or a specific group of eligible families will be served by You.
- 1.12 **Strengthening Families Protective Factors Framework:** A framework used in the prevention services fields developed by the Center for the Study of Social Policy. These include the 5 protective factors.
- 1.13 **Tertiary Prevention Services:** Services directed to families involved in the child welfare system, to prevent further abuse from occurring.
- 1.14 **You:** For the purposes of this statement of work, Contractor will also be referred to as You.

### 2. BACKGROUND

- 2.1 Strengthening Families Washington (SFWA) at DCYF supports optimal child and family development efforts by utilizing the Strengthening Families Protective Factors Framework. These protective factors include: knowledge of child development, parental resilience, social connections, concrete supports in times of need, and nurturing and attachment. DCYF directs this CBCAP funding to build the capacity of programs to implement community programming to increase these protective factors with the goals of strong families and reduced child abuse and neglect in Washington State.
- 2.2 The funding through this contract will support the development of a community-based structure for providing direct services to support parents and families experiencing Perinatal Mood and Anxiety



Disorders (PMADs). Your program, ultimately, will contribute to the overall goal of collaborative efforts to increase community-wide awareness and develop resources to support perinatal mental health.

- 2.3 This contract is for the purpose of implementing the application submitted to DCYF, Attachment 1, in which You are designated as the host organization. As the host organization, You will be responsible for all work outlined in this contract, activities to be detailed in Section 3 below.

### **3. INTENT OF THESE SERVICES**

- 3.1 You will do all things necessary for, or related to, the performance of the work in this Contract, including, but not limited to, the services described below.

- 3.1.1 Community Building for Perinatal Mental Health in collaboration with Perinatal Support Washington (PS-WA) through the development of a Community Taskforce with the following components:

- 3.1.1.1 Collaborating with PS-WA for the duration of this project (through December 31, 2019)

- 3.1.1.1.1 Collaboration includes but is not limited to regular communication with PS-WA, planning logistics for meetings and trainings and inviting and hosting attendees at all community meetings.

- 3.1.1.2 Convening and documenting at least 4 community meetings with diverse community stakeholders who interact with families across various contexts in the community by June 30, 2019.

- 3.1.1.2.1 One of the four community meetings will be the one-day PMAD training. Training, lunch and training materials will be provided by PS-WA.

- 3.1.1.2.2 The objectives of the community meetings include but are not limited to:

- 3.1.1.2.2.1 Identify and convene diverse stakeholders

- 3.1.1.2.2.2 Educate stakeholders about perinatal mood and anxiety disorders

- 3.1.1.2.2.3 Build awareness of community resources- support groups, resource and referral guides

- 3.1.1.2.2.4 Create community defined pathways for families to access resources.

- 3.1.1.2.2.5 Discuss/develop a plan to evaluate community change and impact.

- 3.1.2 Concrete Supports for Perinatal Mental Health with the following components:

- 3.1.2.1 Developing, hosting and facilitating at least one ongoing perinatal support group(s). Sub-contracting for these activities is allowable; however, DCYF approval is required for all sub-contracts. Support group requirements include:

- 3.1.2.1.1 Centralized and easily accessible location for parents

- 3.1.2.1.2 Culturally relevant services to unserved and underserved populations.

- 3.1.2.1.3 An average of 6-10 parents in attendance at a frequency to be determined in collaboration with PS-WA.

- 3.1.2.1.4 Facilitator must have completed PS-WA training for support group facilitators prior to the start of the support group.

- 3.1.2.1.5 Facilitator should be representative of the community including but not limited to language and culture, be a parent, knowledgeable about pregnancy, birth, and postpartum, and knowledgeable about infant development.

- 3.1.2.1.6 Open to all parents in the community, with a focus on low-income families within the communities' priority population and free of charge.

- 3.1.2.2 Developing a Perinatal Mental Health Resource and Referral handouts specific to Your community. Resource and Referral handouts should include:

- 3.1.2.2.1 Mental health referrals, support groups, links and information about perinatal mental health, local crisis information, and online resources for support.
- 3.1.3 You will engage in program evaluation activities, as defined in Section 5.
- 3.1.4 You will be aligned with the Strengthening Families protective factors in building family strengths and described in the Strengthening Families: A Protective Factors Framework developed by the Center for the Study of Social Policy (<http://www.cssp.org/reform/strengthening-families>.)
- 3.1.5 You will ensure that program services funded through this Contract are primary or secondary prevention services. No more than 20% of the participants served by this Contract may have involvement with child protective services, thereby resulting in your program being tertiary prevention services.

#### **4. REQUIRED MEETINGS AND TRAINING**

- 4.1 You and representatives from your community will participate in a 1-day PMAD training. The date for the training will be determined by You and your Community Taskforce with PS-WA.
- 4.2 The facilitator(s) of the Perinatal Support group will participate in a 2-day Support Group Facilitator Training.
- 4.3 You will participate in all DCYF required webinars for the contract term, 2 or more. You are encouraged to participate in PS-WA led community webinars, but not required. The dates for the webinars will be specified by DCYF, to occur within the contract period.

#### **5. EVALUATION**

- 5.1 You will participate in and cooperate with CBCAP-specific evaluations led by Evaluation Consultants. Evaluation activities include, but are not limited to, the following:
  - 5.1.1 Community Capacity Building – You and Your partners will be asked to complete a community capacity survey and participate in key informant interviews and/or focus groups conducted by evaluation consultants to DCYF.
  - 5.1.2 Parent Outcomes – Support group providers will collect outcomes data from participants using a parent questionnaire and survey template provided by PS –WA and DCYF.

#### **6. TRAINING AND TECHNICAL ASSISTANCE**

- 6.1 Training and assistance is available through DCYF, Evaluation Consultants and PS-WA to support you in working toward achieving contract milestones on topics including, but not limited to, the following:
  - 6.1.1 Knowledge of PMADs
  - 6.1.2 Community building
  - 6.1.3 Facilitation
  - 6.1.4 Developing resources and referrals
  - 6.1.5 Data collection
  - 6.1.6 Reporting process
  - 6.1.7 Quality assurance

#### **7. DELIVERABLES (may include Payments if tied directly to deliverables)**

- 7.1 Using the templates provided by DCYF, you will submit 2 reports and a detailed budget during the contract period on the following dates:
  - 7.1.1 Detailed Budget due **January 31, 2019**
  - 7.1.2 Community Plan due **January 31, 2019**
  - 7.1.3 Community Report due **December 13, 2019**
- 7.2 You will submit all reports to the DCYF Contract Manager identified on page 1 of the Contract package.
- 7.3 The Community Report will include:
  - 7.3.1 Demographic, attendance and participation information about the families served through the support group.
  - 7.3.2 Assessment of participant satisfaction with your services.

- 7.3.2.1 Participant satisfaction must be assessed by asking participants one of two standardized questions:
  - 7.3.2.1.1 On a scale from 1 (not at all satisfied) to 5 (very satisfied), how satisfied were you with the program? Or
  - 7.3.2.1.2 On a scale from 1 (least valuable) to 5 (most valuable), how would you rate this program?
- 7.3.2.2 This outcome shall be reported annually, and will be included in the Community Plan. In addition, You will include a description of how the data was collected and if other elements of participant satisfaction were measured.
- 7.4 As referenced in the General Terms and Conditions under publicity, all publications under this Contract, in whole or in part will acknowledge credit as either providing "funding in partnership with" or "funded by" the DCYF.
- 7.5 Draft reports, deliverables and analysis will be reviewed and approved by DCYF.

## **8. FINANCIAL REPORTING AND DOCUMENTATION**

- 8.1 Compensation is based on reimbursement for actual expenses incurred and approval of all invoices by DCYF, not to exceed the maximum amount in Exhibit B Budget. You must attach back-up documentation to your billing that demonstrates the actual expenses incurred.
- 8.2 You will submit a properly completed A-19 Voucher Monthly or Quarterly, accompanied by the following documentation of the actual expenses incurred during that period, as described below:
  - 8.2.1 Monthly or Quarterly Expense Summary as produced by your accounting system and clearly detailing expenses incurred for each Pay Point in that period's A-19 Voucher;
  - 8.2.2 Monthly or Quarterly Payroll Summary describing reimbursed hours for each staff person paid under the contract for that period; and
  - 8.2.3 Invoice documentation supporting payment for contracted services, as appropriate.
- 8.3 You agree that all funds under this Contract shall be expended by December 31, 2019 as specifically itemized line by line in Exhibit B, and that transfers within expense categories of the budget in excess of 10% of the contract amount will not be made without prior written approval from DCYF and may require a contract amendment.
- 8.4 All services must be completed by December 31, 2019. Any services after December 31, 2019 are not billable under the terms of this Contract.
- 8.5 Travel reimbursements made directly to You for services in this Contract cannot exceed the current State of Washington travel reimbursement rates. You will receive compensation for travel expenses at current state travel reimbursement rates and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel can be accessed at: <http://www.ofm.wa.gov/resources/travel.asp>.
- 8.6 If DCYF is not satisfied with the performance of work, DCYF reserves the right to refuse to pay full compensation for amount invoiced by You.
- 8.7 You shall use these funds to supplement and not supplant the amount of federal, state, and local funds otherwise expended for work performed under this Contract.

## **9. CONTRACT MONITORING**

- 9.1 You agree to ensure compliance with all Contractor Requirements, as outlined in this Statement of Work. Failure to comply with or submit timely and complete materials related to Contract requirements may result in withheld or delayed payments. DCYF will monitor Your compliance with Contract requirements, implementation progress and financial activity through review of the following:
  - 9.1.1 Submitted reports, invoices and documents, as described in Section 7 Deliverables;
- 9.2 Implementation Progress. The DCYF Contract Monitor will review Your monthly budget/financial documentation and quarterly activities and progress toward completion of the required program elements described in this Statement of Work and summarized below:
  - 9.2.1 Program Activities, as described in sections 3 and 4
  - 9.2.2 Participant Engagement, as described in section 3
  - 9.2.3 Data Collection and Evaluation Requirements, as described in section 5
  - 9.2.4 Financial documentation aligned with Contract budget, as described in section 8



9.3 Delay in meeting one or more of the category areas above and/or non-compliance related to financial activity during a quarter, may result in Your Contract transition to Implementation Improvement Status.



## Exhibit B - BUDGET

Any variances to the Payment Points allocated within this Budget must be pre-approved by the DCYF Contract Manager in writing. Failure to obtain pre-approval may result in non-payment of the unapproved expense.

### State Fiscal Year 2019 (July 1 2018 - June 30 2019):

Payment Point	Qty Unit	Unit Cost	Budget Limit	Note
1. Services Expenses Total	1 Sum	\$9,091.00	\$9,091.00	
1.1. Salary and Benefits	1 Lump Sum	\$0.00	\$0.00	
1.2. Supplies	1 Lump Sum	\$0.00	\$0.00	
1.3. Other Services & Charges	1 Lump Sum	\$0.00	\$0.00	
1.4. Travel	1 Lump Sum	\$0.00	\$0.00	
1.5. Contracted Services	1 Lump Sum	\$0.00	\$0.00	
2. Overhead/Administrative /Indirect	1 Sum	\$909.00	\$909.00	
2.1. Overhead/Administrative /Indirect	1 Lump Sum	\$0.00	\$0.00	
		<b>Total:</b>	<b>\$10,000.00</b>	
		<b>Contract Maximum:</b>	<b>\$10,000.00</b>	

### Contract Funding Source(s)

Federal Funds \$10,000.00

### FEDERAL FUNDING

A portion or all of the funds for this project are provided through the federal funding source(s) listed below. For the purposes of this Contract, DEL is the pass through entity and Contractor is the Subrecipient. These federal funds are considered sub-awards.

Contractor Data Universal Number System (DUNS) #: 060044641  
DEL federal award contact: hannah.le@del.wa.gov  
Federal Funding Source(s):

**Federal Agency:** Health and Human Services

**Catalog of Federal Domestic Assistance (CFDA) #:** 93.590  
**Federal Award Identification Number:** 1702WAFRPG  
**Federal Award Date:** 07/01/2017  
**Federal Award Project Description:** Community Based Child Abuse Prevention  
**Amount passed through to contract 18-1294:** \$10,000.00  
**Contractor Indirect Cost Rate:** 10.00% of de minimus base: MTDC, as defined by 2 CFR 200.414 (f)  
This funding is not for Research and Development

## FEDERAL FUNDING REQUIREMENTS

1. This Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and Certifications, and agrees to the terms and conditions contained in Federal Certifications and Assurances.
2. **Covenant Against Contingent Fees.** This Contract is funded, in whole or in part, with federal funds, the Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DEL shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
3. **Single Audit Requirements.** The Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 code of Federal Regulations C.F.R. 200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DEL, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. 200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. 200 and any successor or replacement Circular or regulation.
4. If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program-specific audit for that year. The contractor must provide a copy of the final audit report to the Federal Audit Clearinghouse within nine months of the end of the contractor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section. The Contractor must permit DEL and auditors access to Contractor's records and financial statements as necessary for DEL to meet federal requirements.
5. DEL may suspend all reimbursements if the contractor fails to timely provide a single federal audit; further DEL reserves the right to suspend any DEL agreements with the contractor if such noncompliance is not promptly cured.
6. Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:
  - a. A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of the non-Federal entity that submits the proposal.
  - b. Unless the non-Federal entity has elected the option under OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified



proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

7. Certifications by non-profit organizations as appropriate that they did not meet the definition of a major nonprofit organization as defined in OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (a).
8. See also OMB 2 C.F.R. §200.450 Lobbying for another required certification.



## Exhibit C - GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

The following terms as used throughout this Agreement shall have the meanings as set forth below.

- 1.1 **"Confidential Information"** means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal laws. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.
- 1.2 **"Converted Data"** means the data which has been successfully converted by the Contractor for processing by DCYF's computer system.
- 1.3 **"Data"** means DCYF's records, files, forms, data, information and other documents in electronic or hard copy form, including but not limited to Converted Data.
- 1.4 **"In-home Caregiver"** means an in-home child care provider that (1) provides regularly scheduled care for a child; (2) receives child care subsidies; and (3) is either licensed by the state or is exempt from licensing.
- 1.5 **"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.
- 1.6 **"Personal Information"** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, email addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.
- 1.7 **"Sensitive Personal Information"** means personally identifying information of In-home Caregivers including, but not limited to: names, addresses, GPS [global positioning system] coordinates, telephone numbers, email addresses, social security numbers, driver's license numbers, or other personally identifying information.
- 1.8 **"Staff"** means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.
- 1.9 **"Subcontractor"** means one not in the employment of a party to this Contract, who is performing all or part of those services under this Contract under a separate contract with a party to this Contract. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier, and the Subcontractors' directors, officers, employees, and agents.

### 2. ADVANCE PAYMENTS PROHIBITED

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

### 3. AMENDMENT

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

### 4. ASSIGNMENT

#### 4.1 Assignment by Contractor

With the prior written consent of DCYF's Contract Administrator, which consent shall not be unreasonably withheld, the Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve the Contractor of any of its duties and obligations hereunder, nor

shall such assignment affect any remedies available to DCYF that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.

#### **4.2 Assignment by DCYF**

DCYF may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve DCYF of any of its duties and obligations hereunder.

#### **5. ATTORNEY FEES**

In the event of litigation or other action brought to enforce this Contract, each party agrees to bear its own attorney fees and costs.

#### **6. CHOICE OF LAW AND VENUE**

This Contract shall be governed by the laws of the State of Washington without regard to the conflict of law rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Contract and/or the use of the goods or services described in this Contract must be resolved in the federal or state courts located in Washington. The Contractor agrees to the exclusive personal jurisdiction, and subject matter jurisdiction of these courts. Thurston County shall be the venue of any litigation arising out of this Contract.

The Contractor agrees that the United States Bankruptcy Court, Western District of Washington in Seattle, shall be the venue of any and all bankruptcy proceedings involving the Contractor.

#### **7. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

##### **7.1 Assurances**

The Contractor agrees that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act (chapter 40.14 RCW).

##### **7.2 Child Health, Safety, And Well Being And Child Abuse Or Neglect**

In the delivery of services under this Contract, children's health, safety, and well-being shall always be the primary concern of the Contractor. Contractors shall fully comply with the mandatory reporting requirements of RCW 26.44.030 pertaining to child abuse or neglect. In addition, pursuant this Contract, when the Contractor has reasonable cause to believe that a child has suffered abuse or neglect at the hands of any person, the Contractor shall immediately report such incident to Child Protective Services (CPS) Intake at 1-866-ENDHARM.

##### **7.3 Civil Rights Laws**

**7.3.1** During the performance of this Contract the parties shall comply with all federal and state nondiscrimination laws including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act (ADA).

**7.3.2** In the event of the Contractor's or its Subcontractors' noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with DCYF. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

##### **7.4 Conflict of Interest**

**7.4.1** Notwithstanding any determination by the Executive Ethics Board or other tribunal, DCYF may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by DCYF that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

**7.4.2** In the event this Contract is terminated as provided above, DCYF shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of DCYF 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 DCYF makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

##### **7.5 Licensing, Accreditation and Registration**



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

**7.6 Noncompliance with Laws, Regulations, or Policies**

The Contractor shall be responsible for and shall pay any fines, penalties, or disallowances imposed on the State or Contractor arising from any noncompliance with the laws, regulations, policies, guidelines and Collective Bargaining Agreements that affect the Services, goods, or Deliverables that are to be provided or that have been provided by Contractor, its Subcontractors or agents.

**7.7 Registration with Department of Revenue and Payment of Taxes**

The Contractor must pay all taxes including, but not limited to, sales and use taxes, Business and Occupation taxes, other taxes based on the Contractor's income or gross receipts, or personal property taxes levied or assessed on the Contractor's personal property. The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

**8. CONTRACTOR STAFF**

**8.1** Prior to the effective date of this Contract, the Contractor shall have provided to DCYF an organization chart of the Contractor's Staff, including the names and positions of Staff that will be performing services pursuant to this Contract. The Contractor shall also provide to DCYF job descriptions for the Staff performing services pursuant to this Contract.

**8.2** During the term of the Contract, DCYF reserves the right to approve or disapprove Contractor's and any Subcontractor's Staff assigned to this Contract, to approve or disapprove any proposed changes in Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by DCYF, subject to DCYF's compliance with applicable laws and regulations. Contractor shall provide DCYF with a resume of any member of its Staff or a Subcontractor's Staff assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services.

**8.3** All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced. The Contractor shall provide DCYF with written notice of any Staff changes that the Contractor proposes. The written notice shall not be effective until fourteen (14) business days from the date of the mailing.

**8.4** Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor shall ensure that any transition to new Staff will not affect the schedule or provision of services set forth in this Contract. Contractor understands and agrees that DCYF does not assume liability for the actions of the Contractor's, the Contractor's Subcontractors, or the Contractor's agents. Contractor agrees that it has no right to indemnification or contribution from DCYF for any judgments rendered against Contractor, its Subcontractors or agents.

**8.5** Due to the confidential nature of the information and Materials which will be accessible to Contractor, DCYF shall have the right to conduct reference checks and background checks on the Contractor Staff to be used to provide the services and goods pursuant to this Contract. DCYF reserves the right in its sole discretion to reject any proposed Staff as a result of information produced by such reference checks, background checks, or additional sources of information. In addition, the Contractor shall conduct its own reference and background checks on Staff or their substitutes to be used to provide the services pursuant to this Contract, subject to Contractor providing to DCYF the questions asked during such checks and other information about the checks as requested by DCYF, and to those questions and this information satisfying DCYF's requirements. Contractor further agrees to cooperate fully with DCYF in completion of these requirements.

**9. CONTINUED PERFORMANCE**

If DCYF, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DCYF may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at DCYF's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

**10. COPYRIGHT**

**10.1** Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DCYF. DCYF 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, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to DCYF effective from the moment of creation of such Materials.

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

**10.3** The Contractor shall exert all reasonable effort to advise DCYF, at the time of delivery of Data furnished under this Contract, 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 Contract. DCYF shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Data delivered under this Contract. DCYF shall have the right to modify or remove any restrictive markings placed upon the Data by the Contractor.

## **11. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION**

### **11.1 Scope of Protection**

This Section (Section 11) applies to Data, information, or Materials related to the subject matter of this Contract which is received, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors. Such Data, information, and Materials shall include but is not limited to all Confidential Information and Sensitive Personal Information of In-home Caregivers.

### **11.2 Use of Confidential Information and Sensitive Personal Information**

**11.2.1** For Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information that is collected, used, or acquired in connection with this Contract the parties shall comply with the following:

**11.2.1.1** All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information; and

**11.2.1.2** All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information.

**11.2.2** DCYF does not warrant or guarantee the accuracy of the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information provided pursuant to this Contract. The Contractor understands all the risks and liabilities of the use and misuse of the information provided pursuant to this Contract.

### **11.3 Protection of Sensitive Personal Information**

**11.3.1** The Contractor agrees to protect the confidentiality of Sensitive Personal Information of In-home Caregivers.

**11.3.2** The Contractor further understands and agrees that Sensitive Personal Information of In-home Caregivers may only be released or disclosed if required by this Contract, or a lawfully issued court order. The Contractor further understands and agrees that before the Contractor can release the Sensitive Personal Information of In-home Caregivers pursuant to a third party request, or for any other reason, the Contractor must comply with all the requirements, including notice requirements, contained in this Section (Section 11.3).

### **11.3.3 Notice of Third Party Request and Intended Disclosure**

**11.3.3.1 Written Notice Required.** If a third party requestor seeks from the Contractor the Sensitive Personal Information of an In-home Caregiver, or the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for any other reason not related to a third party request, the Contractor shall give notice to DCYF of such request and/or the Contractor's intent to release or disclose such information.

**11.3.3.2 Notice Deadline: Third Party Request.** The notice required under this Section (Section 11.3) shall be provided to DCYF's program contact within five (5) calendar days from the date of the request, to allow DCYF to seek a protective order from the proper tribunal.

**11.3.3.3 Notice Deadline: Disclosure for any Other Reason.** If the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for a reason that is unrelated to a particular third party request, the Contractor shall provide written notice to DCYF no less than twenty-one (21) calendar days prior to the intended release date.

**11.3.3.4 Basis for Disclosure.** The Contractor understands and agrees that it will not release the Sensitive Personal Information of an In-home Caregiver without the express written consent from DCYF, or a lawfully issued court order in which DCYF has been given an opportunity to oppose prior to entry of the order.

**11.3.4** If the Contractor is required by this Contract to release or disclose the Sensitive Personal Information of an In-home Caregiver(s), prior to such release or disclosure the Contractor must obtain from the recipient of such Sensitive Personal Information a signed Statement of Confidentiality And Non-Disclosure Agreement consistent with Attachment 1 to this Contract.

**11.3.5** The Contractor understands and agrees that before the Contractor releases or discloses, pursuant to the terms of this Contract, the Sensitive Personal Information of In-home Caregivers to a subcontractor, the Contractor must obtain prior written approval from DCYF agreeing to such disclosure.

#### **11.4 Information Technology Security Standards**

**11.4.1** The Contractor and its Staff and the Subcontractors and their Staff shall comply with the following:

**11.4.1.1** All security standards, practices, and procedures which are equal to or exceed those of the DCYF (which security standards, practices, and procedures of DCYF shall have been provided to Contractor in writing); and

**11.4.1.2** The Washington State Office of the Chief Information Officer IT Standards.

**11.4.2** The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent the unauthorized access, use, or disclosure of Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information. The Contractor shall make the Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information available to amend as directed by DCYF and incorporate any amendments into all the copies maintained by the Contractor or their Subcontractors.

#### **11.5 Confidentiality Protection**

To safeguard the confidentiality of all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information, and in addition to the requirements contained in this Section (Section 11) the Contractor must:

**11.5.1** Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information solely for the purposes of accomplishing the services set forth in this Contract. The term "Staff" shall have the same meaning as set forth in Section 1 (Definitions).

**11.5.2** Limit access to Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information to the Contractor's Staff and Subcontractors' Staff requiring access for performance of their assigned duties.

**11.5.3** Require that the Contractor's Staff and Subcontractors' Staff having access to Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information sign a Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1. Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:

**11.5.3.1** DCYF approves the Contractor's Staff person, or Subcontractor's Staff person, to work on this Contract; and



- 11.5.3.2** DCYF must receive the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person, from the Contractor or Subcontractor.
- 11.5.4** Notify its Staff person(s) and ensure its Subcontractors notify the Subcontractors' Staff person(s) of the requirements of Section 7 (Compliance With Laws, Rules And Regulations), and this Section (Section 11).
- 11.5.5** Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is not released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
- 11.5.6** Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is protected from loss and from unauthorized physical or electronic access.
- 11.5.7** Ensure that the input of user identifications and passwords are necessary and required before the Contractor, the Contractor's Staff, or Subcontractor's Staff can access electronically stored Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information.
- 11.5.8** Destroy all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information so that it cannot be accessed by unauthorized individuals and cannot be recovered when the information is no longer required or used for providing services under this Contract, and retention is no longer required by the Records Retention Act (chapter 40.14 RCW) or Section 31 (Records Maintenance), whichever is longer. Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, the information required to be destroyed under this Section (Section 11) must be destroyed as follows:
- 11.5.8.1** For paper documents containing Data, but not Sensitive Personal Information of In-home Caregivers or Confidential Information, a contract with a paper shredding firm is acceptable, provided the contract ensures that the confidentiality of the Data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
- 11.5.8.2** For paper documents containing Sensitive Personal Information of In-home Caregivers, or Confidential Information, requiring special handling (e.g. Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.
- 11.5.8.3** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- 11.5.8.4** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on magnetic tape(s), the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by degaussing, incinerating or crosscut shredding.
- 11.5.8.5** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on server or workstation data hard drives or similar media, the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, cannot be reconstructed, or physically destroying disk(s).
- 11.5.8.6** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the recipient shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the

Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information cannot be reconstructed, or physically destroying disk(s).

**11.5.9** Ensure that within fifteen (15) calendar days after the completion of the requirements contained in Section 11.5.8 the Contractor shall complete and deliver to DCYF a signed Certification of Data Disposition (Attachment 2).

**11.5.10** Ensure that paper records are protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

**11.5.11** Shall immediately notify DCYF after becoming aware of any potential, suspected, attempted or actual breaches of security including, but not limited to, unauthorized access, use or disclosure, and compromised Data, or compromised login IDs or passwords. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their officers, directors, employees, Subcontractors or agents. Immediately after becoming aware of a suspected, attempted, or actual breach the Contractor must contact the DCYF Contract Manager and DCYF's Help Desk at (360) 407-1960 or [dcyf.servicedesk@dcyf.wa.gov](mailto:dcyf.servicedesk@dcyf.wa.gov).

#### **11.6 Confidentiality Breach**

In the event of a breach by the Contractor of this Section (Section 11) and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:

**11.6.1** Terminate the Contract;

**11.6.2** Require that the Contractor return all Sensitive Personal Information of In-home Caregivers and Confidential Information to DCYF that was previously provided to the Contractor by DCYF;

**11.6.3** Require that the Contractor destroy all Sensitive Personal Information of In-home Caregivers and Confidential Information so it cannot be accessed by unauthorized individuals and cannot be recovered; or

**11.6.4** Suspend the Contractor's on-line access to accounts and other information.

#### **11.7 Method of Transfer**

All Data transfers to or from the Contractor shall only be made by using the secure data.wa.gov portal provided by the State Of Washington with login and hardened password security.

#### **11.8 Public Disclosure**

**11.8.1** Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." This designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. The party who owns the Data is responsible for informing the other party what it considers Confidential Information.

**11.8.2** If a third party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of the disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

#### **11.9 Access to Data**

In compliance with RCW 39.26.180, the Contractor shall provide access to Data generated under this Contract to DCYF, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes, but is not limited to, access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

### **12. DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by the Contractor or that of its Subcontractors.

### **13. DISPUTES**

**13.1** Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a Dispute Resolution Board ("DRB").

**13.2** A request for a DRB must:

**13.2.1** Be in writing;

**13.2.2** State the disputed issues;

**13.2.3** State the relative positions of the parties;

**13.2.4** State the Contractor's name, address, and contact telephone number; and

**13.2.5** Be mailed to the other party's (respondent's) Contract Manager after the parties agree that they cannot resolve the dispute.

**13.3** The respondent shall mail a written answer to the requester's Contract Manager within ten (10) business days of the receipt of the request for a DRB.

**13.4** Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member. The DRB shall evaluate the facts, Contract terms and applicable statutes and rules and make a determination by majority vote. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that the DRB shall precede any action in a judicial or quasi-judicial tribunal.

### **14. DUPLICATE PAYMENT**

DCYF shall not pay the Contractor if the Contractor has charged or will charge the State of Washington, or any other party under any other contract or agreement, for the same services or expenses.

### **15. ENTIRE CONTRACT**

This Contract, including all referenced exhibits and attachments, contains all the terms and conditions agreed upon by the parties. No other understanding, written, oral, or otherwise regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **16. EXPENSES**

All expenses not provided for specifically in this Contract shall be the responsibility of the Contractor unless otherwise mutually agreed upon by the parties.

### **17. FEDERAL FUNDING REQUIREMENTS**

#### **Federal Certifications and Assurances (Attachment 3)**

If this Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and certifications and agrees to the terms and conditions contained in Attachment 3.

### **18. FUNDING CONTINGENCY**

**18.1** 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 completion of the work in this Contract, DCYF may:

**18.1.1** Terminate this Contract with ten (10) days advance notice. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination;

**18.1.2** Renegotiate the terms of the Contract under the new funding limitations and conditions;

**18.1.3** After a review of project expenditures and deliverable status, extend the end date of this Contract and postpone deliverables or portions of deliverables; or

**18.1.4** Pursue such other alternatives as the parties mutually agree to in writing.

**18.2** Any termination under this Section (Section 18) shall be considered a Termination for Convenience.

### **19. HEADINGS**



The headings throughout this Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.

## **20. INDEMNIFICATION**

**20.1** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any Subcontractor or its employees.

**20.2** The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform under the Contract. The Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

**20.3** The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

## **21. INDEPENDENT CAPACITY**

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

## **22. INDUSTRIAL INSURANCE COVERAGE**

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

## **23. INSURANCE**

The Contractor, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including chapter 4.92 RCW and RCW 43.19.760 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against the Contractor and its officers, employees, and agents acting as such claims must be filed and processed as provided therein.

## **24. LIMITATION OF AUTHORITY**

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

## **25. MONITORING**

**25.1** DCYF has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

**25.2** Monitoring activities may include, but not be limited to:

**25.2.1** Review of the deliverables and other requirements listed in Exhibit A.

**25.2.2** Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.

**25.2.3** Intensive program reviews, including intensive on-site program reviews. The off-site and on-site program reviews may include, but not be limited to, review of the following:

**25.2.3.1** Contractor's compliance with Section 7 (Compliance With Laws, Rules, and Regulations).

**25.2.3.2** Contractor's compliance with Section 11 (Data Share and Protection of Confidential Information and Sensitive Personal Information).

**25.2.3.3** Contractor's compliance with Section 17 (Federal Funding Requirements).

**25.2.4** On-site program reviews and site visit records reviews must be scheduled in advance with the Contractor.

## **26. NEUTRAL AUTHORSHIP**

Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

## **27. ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Contract, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

**27.1** Applicable Federal statutes, regulations, policies, and Attachment 3 (Federal Certifications and Assurances);

**27.2** Applicable State of Washington statutes, regulations, and policies;

**27.3** The Contract terms and conditions (pages 1 thru 4);

**27.4** Exhibit C (General Terms and Conditions);

**27.5** Exhibit B (Budget); and

**27.6** Exhibit A (Statement of Work).

## **28. OVERPAYMENT**

**28.1** Contractor shall promptly, but in all cases within thirty (30 Days), pay to DCYF the full amount of any erroneous payment or overpayment (a) upon Notice of an erroneous payment or overpayment to which Contractor is not entitled with supporting documentation to substantiate such erroneous payment or overpayment and the grounds for DCYF's determination of such erroneous payment or overpayment or (b) when any such erroneous payment or overpayment is otherwise discovered by Contractor.

**28.2** In addition to the requirements contained in this Section (Section 28), the Contractor agrees that DCYF may also recover overpayments made to the Contractor by deducting amounts owed to the Contractor. DCYF must provide written notice to the Contractor if it elects to recover overpayments by deducting amounts owed to the Contractor.

## **29. PUBLICITY**

**29.1** The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by DCYF and shall not be so construed by Contractor in any advertising or publicity materials.

**29.2** The Contractor agrees to submit to DCYF all advertising and publicity matters relating to this Contract in which the State of Washington or DCYF's name, state seal or logo is mentioned or used or language is used from which a connection with the State of Washington or DCYF may, in DCYF's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of DCYF.

**29.3** All publications funded, in whole or in part, under this Contract will use DCYF logo and will acknowledge credit as either providing "funding in partnership with" or "funded by" DCYF. The full-color or black-and-white DCYF logo, provided by DCYF Contract Manager, shall appear in its entirety, without modification.

## **30. RECAPTURE**

**30.1** In the event that the Contractor fails to expend funds under this contract in accordance with state laws and/or the provisions of this Contract, DCYF reserves the right to recapture state funds in an amount

equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

- 30.2** Such right of recapture shall exist for a period not to exceed six (6) years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that DCYF is required to institute legal proceedings to enforce the recapture provision, DCYF shall be entitled to its costs thereof.

### **31. RECORDS MAINTENANCE**

**31.1** The Contractor shall maintain all books, records, documents, Data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including Materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by DCYF, personnel duly authorized by DCYF, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

- 31.2** 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.

### **32. REMEDIES**

Except for remedies designated specifically as exclusive, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

### **33. SEVERABILITY**

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

### **34. SITE SECURITY**

While on DCYF's premises, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

### **35. SUBCONTRACTING**

#### **35.1 Subcontractor Approval by DCYF**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from DCYF.

#### **35.2 Subcontract Terms and Conditions**

The Contractor must ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. The Contractor shall forward to DCYF upon request, copies of all subcontracts and other materials pertaining to any and all subcontracts.

#### **35.3 Performance**

Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to DCYF for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts shall be made in writing. Any failure of the Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations under this Contract.

#### **35.4 Direct Agreements**

Upon expiration or termination of this Contract for any reason, DCYF and/or the State will have the right to enter into direct contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct contracts with DCYF.

### **36. TERMINATION FOR CAUSE**



- 36.1** In the event DCYF determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, DCYF has the right to suspend or terminate this Contract. DCYF shall notify the Contractor in writing of the need to take corrective action. If appropriate corrective action is not taken within thirty (30) days, the Contract may be terminated.
- 36.2** DCYF reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by DCYF to terminate the Contract.
- 36.3** In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and Staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that: (1) the Contractor was not in default; or (2) failure to perform was outside of Contractor's control, fault or negligence. The rights and remedies of DCYF provided in this Section (Section 36) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 36.4** A filing for bankruptcy by Contractor will be deemed a material breach and may result in immediate termination of this Contract.
- 36.5** Section 36.1 shall not apply to conduct, in the performance of this Contract, by the Contractor or sub-contractor(s) that involves child abuse or neglect. In the event DCYF has reason to believe that in the performance of this Contract, the Contractor or its sub-contractors cause a child to be abused or neglected as defined in chapter 26.44 RCW, DCYF may immediately suspend or terminate this Contract. DCYF may elect to notify the Contractor in writing of the need to take corrective action before the Contract is suspended or terminated by DCYF.

### **37. TERMINATION FOR CONVENIENCE**

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

### **38. TERMINATION PROCEDURE**

- 38.1** Upon termination of this Contract the DCYF, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DCYF any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Section 39 (Treatment of Assets) shall apply in such property transfer.
- 38.2** DCYF shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by DCYF, and the amount agreed upon by the Contractor and DCYF for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by DCYF, and (iv) the protection and preservation of property, unless the termination is for default, in which case DCYF and Contractor may agree to the extent of the liability of DCYF. Failure to agree to the extent of the liability shall be a dispute within the meaning of Section 13 (Disputes) of this Contract. DCYF may withhold from any amounts due the Contractor such sum as DCYF determines to be necessary to protect DCYF against potential loss or liability.
- 38.3** The rights and remedies of DCYF provided in this Section (Section 38) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 38.4** After receipt of a notice of termination, and except as otherwise directed by DCYF, the Contractor shall:
- 38.4.1** Stop work under the contract on the date, and to the extent specified, in the notice;
- 38.4.2** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- 38.4.3** Assign to DCYF, in the manner, at the times, and to the extent directed by DCYF, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in

which case DCYF has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- 38.4.4** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DCYF to the extent DCYF may require, which approval or ratification shall be final for all the purposes of this clause;
- 38.4.5** Transfer title to DCYF and deliver in the manner, at the times, and to the extent directed by DCYF any property which, if the contract had been completed, would have been required to be furnished to DCYF;
- 38.4.6** Complete performance of such part of the work as shall not have been terminated by DCYF; and
- 38.4.7** Take such action as may be necessary, or as DCYF may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which DCYF has or may acquire an interest.

### **39. TREATMENT OF ASSETS**

- 39.1** Title to all property furnished by DCYF shall remain in DCYF. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DCYF upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in DCYF upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by DCYF in whole or in part, whichever first occurs.
- 39.2** Any property of DCYF furnished to the Contractor shall, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.
- 39.3** The Contractor shall be responsible for any loss or damage to property of DCYF which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- 39.4** If any property of DCYF is lost, destroyed or damaged, the Contractor shall immediately notify DCYF and shall take all reasonable steps to protect the property from further damage.
- 39.5** The Contractor shall surrender to DCYF all property of DCYF prior to settlement upon completion, termination or cancellation of this contract.
- 39.6** All references to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

### **40. WAIVER**

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract. 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 Contract unless stated to be such in writing signed by personnel authorized to bind each of the parties.

### **41. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

Contractor makes each of the following representations and warranties as of the effective date of this Contract.

- 41.1 QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 41.2 SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

- 41.3 QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Contract shall be merchantable, shall conform to this Contract, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to DCYF) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in DCYF's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 41.4 WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Contract and the three (3) year period immediately preceding the effective date of this Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52. For purposes of this Section (Section 41.4) and pursuant to RCW 49.48.082 as now or hereafter amended, "willful" shall mean a knowing and intentional action that is neither accidental nor the result of a bona fide dispute, as evaluated under the standards applicable to wage payment violations under RCW 49.52.050(2).
- 41.5 PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, 3<sup>rd</sup> sp.s. Chap. 1, § 615, sub-§ 23), during the term of this Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals.
- 41.5.1** For purposes of this Section (Section 41.5), employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 41.5.2** For purposes of this Section (Section 41.5), the Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
- 41.5.2.1** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- 41.5.2.2** A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.
- 41.5.3** Notwithstanding any provision to the contrary, upon breach of this pay equality warranty (Section 41.5) and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, DCYF may suspend or terminate this Contract.
- 41.6 PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 41.7 Sensitive Personal Information of In-home Caregivers.** Contractor represents and warrants that, as required by state law (RCW 42.56.640, RCW 42.56.645, and RCW 43.217.410), it agrees to fully comply with all applicable non-disclosure requirements that pertain to the Sensitive Personal Information of In-home Caregivers.

## **42. WITHHOLDING PAYMENTS**

DCYF may withhold payment to the Contractor for any services/deliverables not performed as required hereunder until such time as the Contractor modifies or delivers services/deliverables to the satisfaction of DCYF.





## Exhibit D - DELIVERABLES

---

### State Fiscal Year 2019 (July 1 2018 - June 30 2019):

#	Deliverable Title, Due Note, Description	Due Date
1.00	Budget and Community Plan <i>Within 60 days of contract execution</i>	No Date
2.00	Final Community Report	Dec 13, 2019

**Funding Opportunity Title**

Perinatal Mental Health Community Capacity Building

**Purpose**

Strengthening Families Washington (SFWA), a team within the Department of Children, Youth, and Families (DCYF) in collaboration with Perinatal Support Washington (PS-WA), a state-wide non-profit dedicated to lifting the veil on perinatal mood and anxiety disorders (PMADs) and treating them effectively, are interested in strengthening the capacity of communities to address perinatal mental health needs and increasing services for families impacted by perinatal mental health complications.

The purpose of this funding opportunity is to support communities interested in collaborative efforts to increase community-wide awareness and develop resources to support perinatal mental health. Successful applicants will receive technical support and assistance from PS-WA including content expertise and training opportunities.

We invite proposals from communities for perinatal mental health approaches. Successful proposals will plan to involve numerous stakeholders to implement a coordinated plan with the overall goal to strengthen the health and well-being of mothers and families in the community. Our ultimate goals are to reduce or eliminate negative impacts of perinatal mood disorders, support all caregivers, families and children in their optimal development, prevent child abuse and neglect, and promote healthy family development.

**Project Overview**

Up to 10 host organizations will be selected (in up to 10 different communities).

**Host organization will be responsible for:**

1. **Community Building for Perinatal Mental Health in collaboration with PS-WA:** Engage diverse stakeholders in a community effort to identify community perinatal mental health strengths and needs. Expand engagement of stakeholders over time and explore ways to impact knowledge and understanding of perinatal mental health among anyone who interacts with families across diverse contexts (e.g., community service providers, child care providers, health care providers, librarians, businesses, etc.). Ensure engagement of cross sector providers and of parents. Specific responsibilities include:
  - A. Collaborating with PS-WA for the duration of the program (through December 2019).
  - B. Convening up to 4 community meetings with individuals and organizations that interact with families across various contexts in the community. (Planning support and content will be provided by SFWA and PS-WA)
  - C. Inviting attendees, planning and hosting a one-day PMAD training (trainers and training materials provided by PS-WA).
2. **Concrete Supports for Perinatal Mental Health:** Establish concrete supports in the community for families impacted by PMADs. Specific responsibilities include:
  - A. *Developing at least one ongoing perinatal support group(s).* Host organizations can manage and facilitate support groups or sub-contract to other community organizations. DCYF approval is required for all sub-contracts. Support group qualifications include:

- Held at a central location that is easy for parents to access and at times that are convenient for families.
- Meeting rooms that are appropriate to accommodate a minimum of 10 parents with infants.
- Facilitator must have completed PS-WA training for support group facilitators and participate in monthly consultation calls.
- Facilitator should be representative of the community including but not limited to language and culture, be a parent, knowledgeable about pregnancy, birth, and postpartum, and knowledgeable about infant development.
- Ability to recruit and engage with 6-10 parents weekly or bi-weekly for support group meetings.
- Open to all parents in the community free of charge.

Please note: Support group facilitator trainings will be provided in Spring of 2019 by PS-WA.

- B. *Perinatal Mental Health Resource and Referral handouts specific to each community.*  
Resource and Referral handouts are intended to create easy pathways of care for both professionals and families. They will include mental health referrals, support groups, links and information about perinatal mental health, local crisis information, and online resources for support.

3. **Work Plan and Budget:** Successful host organizations will develop a work plan and budget within the first month of the DYCF contract period. Host organizations will be provided a work plan and budget template. Budget should reflect at least 6 months of direct service funding for at least one support group.
4. **Evaluation:** Successful host organizations are responsible for engaging in evaluation activities and data collection focused on two areas.
  - A. Community Capacity Building – Host organizations and their partners will be asked to complete a community capacity survey and participate in key informant interviews and/or focus groups conducted by evaluation consultants to DCYF.
  - B. Parent Outcomes – Support group providers will collect outcomes data from participants using a parent questionnaire provided by PS –WA.

#### **Funding Focus**

Funding is provided by federal Community-Based Child Abuse Prevention (CBCAP) funding and must be used for primary or secondary prevention. Services for families currently involved with child welfare are considered tertiary prevention and are limited to no more than 20% of the population served.

Support groups should focus on offering culturally relevant services to unserved and underserved populations. Populations include, but are not limited to: low income families, families with children 0-3, special needs families, homeless families, African American families, unaccompanied homeless youth, fathers, mothers, refugee/immigrant families, tribal communities, Latino/Hispanic families, adult former victims of domestic violence or child abuse and neglect, teen parents, single parents, non-English speakers, Asian/Pacific Islander families and relative caregivers. Support groups should be strengths-based.

#### **Funds Available**

The maximum funding request is \$10,000 for December 1, 2018 – December 31, 2019 (13 months). DCYF anticipates awarding up to 10 contracts.



**Contract Period**

The contract period will run from December 1, 2018 - December 31, 2019.

**Who Should Apply**

501c3 private non-profit organizations, tribal organizations, public or private schools, faith-based organizations, and local government entities serving Washington State parents, caregivers and families.

**How To Apply**

Submit one (1) copy by email (Word or PDF), including all required attachments, by 5:00 p.m., Monday, October 22, 2018. Late or incomplete applications will not be considered. Please email all applications to [strengtheningfamilies@dcyf.wa.gov](mailto:strengtheningfamilies@dcyf.wa.gov)

**Applications MUST use no less than 11 point font with 1 inch margins.**

Name	Courtney Jiles, Strengthening Families WA
Phone Number	360-725-4410
E-Mail Address	courtney.jiles@dcyf.wa.gov

**Selection Process and Timeline**

Webinar	September 27, 2018
Funding Applications Due	October 22, 2018
Announce Successful Applicants	November 9, 2018
Negotiate Contracts	November 2018
Contract Effective Date	December 1, 2018

**A. Applicant Information (10 points)**

Please include Section A as the cover sheet for the application narrative.

**Organization Name** Whatcom County Health Department

**Contact Person** Allison Williams

**Mailing Address** 1500 N. State St.

**City, State, Zip Code** Bellingham, WA 98225

**County** Whatcom

**Phone** 360-778-6145

**Fax** 360-778-6155

**E-mail** AWilliam@whatcomcounty.us

**Organization Type**

- ☐ 501 c3 Private Non-Profit
- ☐ Tribal Organization
- ☒ Local Government
- ☐ Public School
- ☐ Private School
- ☐ Other: \_\_\_\_\_

**Population: (Check one)**

- ☐ Urban
- ☐ Suburban
- ☒ Rural
- ☐ Remote

**For Sections B-D, please answer the following questions. Not to exceed 10 pages.**  
**Applications MUST use no less than 11 point font with 1 inch margins.**

## **B. Community Landscape (30 points)**

Using data from your community please describe the need for perinatal mental health resources.

Over the last decade there has been a growing awareness of the importance of early childhood. In Whatcom County, community leaders have prioritized a focus on young children and families as part of the Whatcom County Community Health Improvement Plan process, recognizing that investing in our youngest children from the start is the most effective approach to improving health, reducing disparities, and advancing health equity (Whatcom County Community Health Improvement Plan, 2013). Organizations, community leaders and individuals in Whatcom County have heard the call to action to invest in young children and their families and have responded to this need. One identified need is to increase our community capacity to support families during the perinatal period, particularly those experiencing poor mental health.

Each year over 2,000 babies are born in Whatcom County. All of these babies demand our keen attention. The environments in which these babies are born and the care that they receive in their first few years will lay the foundation for their lifetimes. Every child is a product of their own ecosystem. Children live within families and families live within communities. The conditions within these families and communities are the most significant determinants of child well-being, especially in the early years. A child's early experiences have the power to create a trajectory toward health and well-being throughout the lifespan or, conversely, to set-up profound challenges that need to be overcome. Ensuring the health and well-being of the next generation is entwined with supporting the health and well-being of this generation of parents.

Nurturing relationships between caregivers and children and households that support basic needs are essential for healthy development. The Strengthening Families Framework outlines five protective factors that support health development. One of the protective factors is "Social Connections" "Several research studies have demonstrated that – for both mothers and fathers – high levels of emotional, information, instrumental and spiritual support is associated with positive parental mood; positive perceptions and responsiveness to one's children; parental satisfaction and well-being and sense of competence; and lower levels of anger, anxiety and depression." (Center for the Study of Social Policy, 2014)

Social and emotional support is critical for navigating the challenges of daily life as well as for good mental health. Social and emotional support is also linked to educational achievement and economic stability. In 2015, 61% of adults in Whatcom County reported having community support and connections and 82% of Whatcom County adults reported having someone they trust to take care of their kids. Having trusted people to take care of your kids demonstrates having the type of connections in a community that act as protective factors. (Behavioral Risk Factor Surveillance Survey BRFSS, 2015) In the 2018 Community Health Assessment (CHA) presented by the Whatcom County Health Department, the 2016 BRFSS data show 13% of Whatcom County adults reporting 14 or more days of poor mental health in a month, the highest rate reported over the last 6 years and the first time Whatcom County surpassed the Washington State rate. Rates of reported depression among adults have remained steady since



2011, around 22.6%, but females report a much higher rate: 29% vs. 15% for males. (BRFSS in the 2018 CHA)

While these numbers indicate social support for many Whatcom County residents, qualitative data highlight barriers to support that contribute to disparities in access to services and to outcomes in educational achievement, economic stability, and healthy pregnancies, particularly for Latino/Hispanic families. Focus groups conducted in 2017 by the Whatcom County Health Department with low-income mothers of young children revealed barriers to accessing support services, even informal peer support. These barriers included being an English language learner, lack of transportation and child care, immigration status, and service environments that lack a warm welcome, a sense of belonging, respect, and compassion. Qualitative data from the 2018 Community Health Assessment confirmed these findings: “The cultural background of those providing services in the community often does not reflect those they are serving. In some instances, language and cultural differences are creating social isolation and limiting access to social services.”

Whatcom County’s demographics are changing and the impact of not addressing these disparities could affect the long-term health and well-being of our residents and our county. In 2016, the total population of Whatcom County who identified as Hispanic was 8.8% and as multi-race was 3.4%. For children under five, 18.1% identified as Hispanic and 7.7% as multi-race. Currently, we see through local, state and national data that non-whites are more likely to have poor health and education outcomes compared to their white peers. (Healthy People 2020 *Disparities User Guide*, WA DOH *Data and Tools for Project Planning*, WA OSPI Dropout and Graduation Reports, 2016) In Whatcom County there are approximately 11,000 children under age 5. Young children are more racially and ethnically diverse than the population of Whatcom County as a whole. Increasing diversity demands that our communities and schools respond in new and different ways. In order for the community to continue to prosper and thrive, opportunities leading to good health and educational success need to be equally available to everyone in our community.

Outcome disparities are reflected in the following indicators of individual and community well-being:

- Teen pregnancy: In 2016, 12 of the 25 Whatcom County births to women under age 18 were to women who identified as Hispanic. (Community Health Assessment Tool, 2016)
- Kindergarten readiness: In the 2016-17 school year, 50.6% of all Whatcom County children entering kindergarten demonstrated readiness in all 6 domains. When disaggregated by race, those rates show stark differences— 12.5% of American Indian/Alaska Native children; 18.2% of Black/African American children; 35% of Hispanic/Latino children; 39.5% of Multi-Racial children; 43.2% of Asian children; and 58.1% of White children. (OSPI-Office of Superintendent of Public Instruction, 2016-17)
- Graduation rates (adjusted 4-year cohort rate): For the 2016-17 school year, Whatcom County’s graduation rate was 77%. Again, when disaggregated the data show disparities—45.2% of American Indian/Alaska Native students; 56% of English Language Learners, 66.7% of Black/African American students; 67.8% of Latino/Hispanic students; and 80% of White students. (OSPI, 2016-17)
- Income: Twenty-two percent of all Whatcom County households are employed but still unable to afford the basic necessities of life (ALICE—Asset Limited, Income Constrained, Employed)

Digging deeper here also show disparities by race/ethnicity—55% of Hispanic households are considered ALICE while only 37% of White households fall below the ALICE threshold.

Ongoing research recognizes that perinatal mood and anxiety disorders affect not only the parents and caregivers experiencing poor mental health, but also can have negative impacts on the healthy development of children in their care. Nationally, research studies estimate that 1 in 7 women and 1 in 10 men will experience a perinatal mood disorder. Data from the CDC's 2012-2016 Pregnancy Risk Assessment Monitoring System (PRAMS) reported 11.3% of new mothers in Washington State experienced postpartum depressive symptoms two to four months after birth. PRAMS data for Whatcom County during the same time period indicates 13.9% of postpartum women reporting signs of depression. Over half of women experiencing perinatal depression often do not get a clinical diagnosis or receive any treatment. If left undiagnosed and untreated, this could have long-term repercussions for the well-being and prosperity of children, families and communities. Early identification and treatment with support, therapy and/or medications can help ensure a return to parent/caregiver good mental health and to secure, healthy family attachments.

In January of 2017, the First Steps Coalition of Whatcom County formed a Task Force on Perinatal Mental Health. In the spring of 2017, the Task Force surveyed a variety of local providers working with families prenatally and/or postpartum about their current practices in screening and identifying perinatal mood disorders, and their current training needs around this topic. One hundred seventeen providers responded, 23 of which identified as physicians. Sixty-eight percent of respondents reported using a standardized, validated screening tool. Similarly, about 65% of the physicians surveyed reported using a standardized, validated screening tool; however, 67% of the obstetricians reported doing so while only 30% of family medicine physicians and 17% of pediatricians reported doing so. Over 95% of all respondents and 90% of all physician respondents were interested in receiving more education on perinatal mental health.

### **C. Community Resources and Support (30 points)**

In this section DCYF and PS-WA are seeking information about how the host organization will work within the community to build capacity for perinatal mental health promotion. Please demonstrate how you, as a host organization, collaborate with other existing resources and engage with partners in your community. In addition, please describe how you will convene local community meetings.

In this section DCYF and PS-WA are seeking information about how the host organization will work within the community to build capacity for perinatal mental health promotion. Please demonstrate how you, as a host organization, collaborate with other existing resources and engage with partners in your community. In addition, please describe how you will convene local community meetings.

Parent participation is required in the planning and decision-making related to this funding opportunity. Please explain how parents will be engaged and participate.

Whatcom County is fortunate to have many caring and collaborative people with a genuine willingness to come together and work on issues of concern for our community. There are both sustained efforts as well as recent initiatives that have been designed to support and improve the health and well-being of children and families. As a Health Department we have been involved in many of these initiatives. Listed below are several examples of collaborative processes focused on young children and their families in

which the Health Department has been instrumental in providing facilitation, community engagement, assessment, and data gathering.

- Taking Action for Children and Youth with Special Health Care Needs is an interdisciplinary community group working collaboratively to improve the system of care for children with special needs and their families. The development of this group began in 2008 and over the last 10 years, this community group has gathered information about the needs of children and families in our area and implemented initiatives based on parent and community input. Taking Action has increased the number and timeliness of young children entering needed services identified through creation of and access to our Single Entry Access to Services line (SEAS) for children 0-21 with concerns for health, developmental and behavioral needs. In 2015, Taking Action again collaborated with a wide cross-section of community partners to create GIDES, our General Interdisciplinary Developmental Evaluation System, which allows Whatcom children needing a mid-level developmental evaluation to be seen locally instead of traveling to Seattle. A third initiative, the Family Tools Team has a strong parent voice and has created many accessible, family-centered, user-friendly tools, including a website used by both parents and providers. Many of these handouts have been translated into Spanish. In addition, Taking Action gathers local data about screenings and evaluations, referrals, services needs and wait times, and number of people accessing handouts and the website.
- The Generations Forward Children's Collaborative grew out of a 2015 community health assessment and improvement planning process that highlighted health and social inequities within the community and drew attention to the role that childhood adversity plays in the development and perpetuation of these inequities. Community leaders expressed a desire for all children to have an "even start" in life, which requires tackling toxic stress and closing opportunity gaps associated with race/ethnicity, poverty, and adverse child and family experiences.

In preparation for a 2 ½ day community planning conference around this topic, the Health Department conducted an assessment focused on children and families, gathering both quantitative and qualitative data about how our youngest residents and their families are doing. Disaggregating data where possible highlighted inequities shaped by geography, race/ethnicity, income and family adversity. Focus groups identified social isolation and lack of peer support for mothers of young children, particularly mothers who identify as Latina. In October 2017, the Health Department and the Opportunity Council, a local community action agency, convened 74 community stakeholders, 25 whom identified as parents, to develop and work towards a shared vision of a future where all Whatcom County children thrive. Using a Future Search process, 9 priorities emerged and attendees committed to action team work on these wide-ranging topics.

The work of several of the action teams dovetails well with the work of the Whatcom Perinatal Task Force to build community capacity around perinatal mental health: the Parent Support and Education team, the Coordinated and Centralized Services team, the Intentional Community Building team, and the Equity and Honoring Cultures team. Generations Forward now counts over 150 unique participants and continues working to keep parents at the center in voice, action and leadership. In 2017 the County's Public Health Advisory Board and the elected County Health Board adopted an annual policy focus on young children and families. Additionally, the work of other community wide groups and organizations align with Generations Forward priorities (e.g. Whatcom



Early Learning Alliance, First Steps Coalition, Whatcom Family & Community Network, and the Whatcom Perinatal Mental Health Task Force).

- The Whatcom County First Steps Coalition functions to coordinate services, develop prioritized needs, and inform community planning related to pregnant and parenting women. The Coalition members provide expert information related to the current service landscape for maternal child health and identified unmet needs. The Whatcom Perinatal Mental Health Task Force grew out of a work group formed to address the prioritized need to increase community awareness of perinatal mood disorders, expand our local network of providers skilled in identifying, referring and providing treatment, develop accessible and culturally relevant supports for new mothers, and create current resource tools for Whatcom County. The Task Force benefits from the support of the Whatcom County Behavioral Health Program Tax Fund, Perinatal Support Washington and the dedicated work of Task Force members, who members include parents and community members as well as medical, behavioral and social service providers from community health centers, primary care practices, non-profit organizations, private practices and public health. Community successes thus far include:
  - Surveying 117 local providers about current screening practices and training needs for perinatal mood disorders
  - Expanding facilitated peer support through the Bellingham Center for Healthy Motherhood
  - Increasing the number of providers skilled in identifying and treating perinatal mood disorders, particularly those who accept Medicaid, through Mobile Mama Therapy's 10-month clinical consultation group
  - Creating a communication tool and an up-to-date local resource list
  - Hosting a local full day conference for all providers to learn the basics in perinatal mood disorders: risk factors, screening, referring and treating, pharmacology, and impact on child development (scheduled for Oct. 30, 2018)

The Task Force currently meets once a month and would be the convener of the community meetings for this grant process. The meetings are currently held at the Bellingham conference room of the Health Department but time and place can be adjusted to meet the needs of an expanded Task Force.

Parent participation is required in the planning and decision-making related to this funding opportunity. Please explain how parents will be engaged and participate.

To support a family-centered process, expanding the Task Force, developing peer support, and creating tools and resources for families and providers will require learning from families what works best for them, not only for services and tools but also for involvement and leadership opportunities. As the Task Force considered this grant application, a Latina mother with a young infant joined the sub-committee and provided valuable insight and encouragement to pursue this opportunity. She plans to join the Task Force. We also reached out to community partners in the schools, housing and medical community who work primarily with Latino families who also expressed interest and support in collaborating on expanding perinatal mental health support.

As peer support is developed, hosting parent-centered, family-friendly events in the community prior to the support group launch is one way to help ensure that the group meets the needs of the parents and is seen as a trustworthy source of support. A community event can also provide feedback about how parents want to communicate and be involved in decision-making opportunities around community capacity building.

#### **D. Applicant Host Organization Capacity (30 points)**

In this section DCYF and PS-WA are seeking information that will document the applicant organization's ability to successfully carry out this project. If the organization is newly developed, the Executive Director and/or board members may be required to agree to background checks by the Washington State Patrol. Please note that the applicant organization must meet the eligibility requirements.

**I. State the mission of the applicant organization.**

Whatcom County Health Department is a local governmental public health and human services agency. Our mission is to lead the community in promoting health and preventing disease.

**II. Briefly describe the staff and volunteers needed to carry out program services.** Include the number of full-time equivalent (FTE) positions and qualifications of staff. Indicate if personnel are in place or will be new hires. Indicate if staff is culturally and linguistically matched to families/communities to be served. Relevant job descriptions and resumes may be required as part of contract monitoring. For community volunteers, please include an estimated number of volunteers that will be involved in the program, job duties, any training and supervision plan and current use of volunteers in the organization.

A full-time Community Health Specialist at the Whatcom County Health Department will be coordinating the work of this project. She is a part of the Community Health division and is supported by the Child and Family Health Supervisor and the Community Health Manager. The Community Health Specialist currently coordinates the Whatcom County Perinatal Mental Health Task Force and has significant experience convening community groups made-up of both professionals and non-professionals. She has been trained in Participatory Leadership and will be developing and supporting a participatory process to determine the specific community(ies) within the broader Whatcom County Latino community to be the focus for this work. Through our community needs assessment, we know that it will be important for the peer-support to be localized in specific communities to allow for the greatest accessibility. Interest has been expressed in both North Bellingham and Everson and it will be the work of our agency to partner with local groups in both of those areas to determine readiness to recruit peer leaders as well as ability to host a peer-support group.

The Whatcom County Perinatal Mental Health Task Force is committed to supporting this project by lending their expertise. Two of the members of the task force are trained facilitators using the Group Peer Support model and currently host two groups. Additionally, there is representation from community agencies and health care providers that are committed to increasing the support available in our community for this population.

**III. Describe applicant's experience developing or delivering services related to perinatal mental health.** Is your organization interested in hosting the support group or will the host organization subcontract to another organization? If unknown at this time, please indicate this.

The Whatcom County Health Department has long experience both developing and delivering perinatal and mental health services. Our agency delivers the Nurse-Family Partnership program to pregnant and parenting women and has developed a partnership to deliver this program to the Lummi Nation. Through our Human Services division, our agency has collaboratively built a number of mental health programs focusing on particular populations within Whatcom County. Our agency has taken a leadership role in a number of inclusive community initiatives with a focus on parent and child support including the community coalition, Whatcom Taking Action for Children and Youth with Special Health Care Needs and the Generations Forward Collaborative.

Our agency's role will be as convener, capacity-builder and project manager. We do not intend to host the support group but, instead, work within the identified communities to determine the best site for the group and the most appropriate host organization. Based on our localized capacity assessment, we will work with the communities to determine if a sub-contract with another agency is appropriate or if our agency will contract/employ directly the peer support facilitators.

IV. **Describe the applicant's experience in successful compliance with contract requirements and completion of a program contract with state or local funding entities.**

The Whatcom County Health Department is regularly in contract with state entities. Currently, within the Community Health division, we have an annual contract through the Washington State Department of Health for our Maternal Child Health Block Grant. We also have an annual contract with the Department of Children, Youth and Families to implement the Nurse-Family Partnership. Until recently, we also were in contract to implement the WIC Nutrition program. Each of these contracts requires demonstration of compliance in implementation and fiscal record-keeping and billing. Our agency has a strong track record in successfully implementing contracted work and complying with contract requirements.

## **E. Attachments**

- *Parent Letter of Support* from a parent who can speak to how you partner with families. **Required.**
- *Letters of Support from organizations or persons* who have an interest in the success of this program. Letters of Support may include social service providers, advisory committee and board members, community leaders, educators, clergy, business leaders, etc. **Required. Not to exceed 2 letters.**



### **Application Submission Checklist**

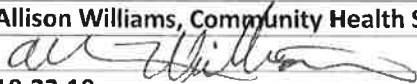
Late or incomplete applications will **not** be considered for funding. Complete applications must address each question and include the following back-up documentation:



- ☒ Application Coversheet (Section A) (p. 4).
- ☒ Narrative (Sections B-D; not to exceed 10 pages, no less than 11 point font with 1 inch margins) (p. 4 and 5).
- ☒ Attachments (Section E) (p. 5).
- ☒ Signed and dated Application Submission Checklist (p. 6).

I certify that I have the authority to submit this proposal, and that the information in this proposal is true and accurate. If my organization is faith-based, I understand that federal and state law prohibits the use of public funds for religious worship, exercise, instruction or support of any religious establishment: <http://www.acf.hhs.gov/programs/occ/resource/equal-treatment-regulations-for-faith-based-organizations>

I understand that my organization will not receive reimbursement for any costs incurred in preparing this proposal. If awarded funding, I understand that our proposal will be incorporated into the final contract.

<b>Printed Name and Title</b>	<b>Allison Williams, Community Health Specialist</b>
<b>Signature</b>	
<b>Date</b>	<b>10-22-18</b>

Vesla Kazimer  
PO Box 232  
Deming, WA 98244

To whom it may concern,

I am excited to write a letter expressing my support of the Whatcom County Health Department and their proposal to expand peer support to Latina mothers experiencing depression, anxiety, and isolation.

As a mother of two, I know the reality of that difficult time of being a new mother. Both of my children were born a month premature which brought so many intense experiences. I was unprepared and scared about their health concerns. I was physically recovering from the emergency c-section, and terrified that they would never learn to nurse. I was comforted by the efforts of my family, friends, and peers. Their constant support shaped me into the mother I am today. I feel the success my family feels is a direct result of their involvement.

There are so many events that can surround a pregnancy. While the hormones of meeting your newborn can help prop you up, they are not enough. A mother needs the outside support of her family and peers. These people can ease the fears and anxieties that come with any pregnancy and can be a truly empathetic ear to get you through a challenging time. Only your peers can understand the power and turmoil of those weeks and months.

This program has the power to transform the lives of mothers and their children in our community. It is support like this that lay a solid foundation for families in minority populations which foster resilience and build a stronger community at large. Making community connections creates a lasting impact on children and their families. I strongly believe through my work and my own experience that if you feel supported in pregnancy and birth, your family and community benefit in ways that are difficult to measure, but create an environment where people thrive.

Please support the continuing efforts of the Whatcom County Health Department as they explore the many ways to build and maintain a resilient, compassionate and diverse community that begins with childbirth.

Sincerely,

Vesla Kazimer



October 22, 2018

Strengthening Families WA  
Attention: Courtney Jiles  
[Courtney.jiles@dcyf.wa.gov](mailto:Courtney.jiles@dcyf.wa.gov)

Regarding: Perinatal Mental Health Community Capacity Building

Dear Ms. Jiles,

As the Resident Services Coordinator for Mercy Housing Northwest's Sterling Meadows Apartments, I'm happy to endorse the submission of the Whatcom County Health Department's grant application to expand our community's capacity to support families experiencing poor perinatal mental health.

Evidence shows that rates of perinatal mental health disorders are greater among parents of color and those parents who have barriers due to income, language, or transportation. Maternal depression and anxiety can impact not only the mental health of parents of young children, but can also impact the development of their children and healthy family relationships. Whatcom County families, especially Latino families, report feeling social isolated and wanting more culturally appropriate peer support.

Sterling Meadows Apartments provides community-centered housing for 51 agricultural and aquaculture workers and their families who earn 45% or less than our area median income. We provide support services to residents through an onsite community center, a variety of classes, and an after school program and homework club. We support the efforts of the Health Department to expand access to peer support around perinatal mental health to Latino parents in a setting and manner that promotes trust and a sense of belonging. The Health Department has a long history of working collaboratively with community organizations and ensuring parents are part of the work. I am confident that they will use these funds effectively to expand these needed services.

Thank you for consideration of the Health Department's application, which has the potential to greatly expand our community's capacity to build quality perinatal mental health services to an underserved population in our community, reduce health disparities and build healthier families.

Sincerely,

Sterling Meadows and Sterling Senior Apartments

512 Sterling Drive, Bellingham, Washington 98226 | 360.734.8164 | 800.855.2880 | [mercyhousing.org](http://mercyhousing.org)



Mercy Housing Management Group

LIVE IN HOPE





# BrigidCollins

## FAMILY SUPPORT CENTER

*Nurturing children, ending abuse*

October 22, 2018

Brigid Collins Family Support Center strongly supports the Whatcom County Public Health Department's proposal for perinatal support capacity building.

### WHATCOM:

1231 N. Garden St. #200  
Bellingham, WA 98225  
ph: 360.734.4616  
fax: 360.734.1763  
TTY: 360.734.4616

### SKAGIT

1500 E. Broadway  
Mount Vernon, WA 98273  
ph: 360.428.6622  
fax: 360.848.6644  
TTY: 360.734.4616

[contact@brigidcollins.org](mailto:contact@brigidcollins.org)  
[www.brigidcollins.org](http://www.brigidcollins.org)

As a partner of the Whatcom Perinatal Mental Health Task Force, we have great confidence in the Health Department's ability to effectively lead our community in expanding perinatal supports. Our organizations have worked together for more than twenty five years to assure that Whatcom County families have the information and support that they need for the healthy development of their children.

As a community-based nonprofit agency, Brigid Collins provides home visitor services, parenting education and therapy for the most vulnerable families in our community. Serving over 2,200 families annually, we work with numerous families dealing with complex issues such as mental health, substance abuse and trauma.

In particular, our Parent Child Assistance Program (PCAP) provides intensive case management for nearly 95 pregnant, post-partem and parenting mothers in recovery from drugs and alcohol each year. Ingrid Robinson, Brigid Collins' PCAP program manager, serves on the Whatcom Perinatal Mental Health Task force and stresses that many of the mothers in PCAP would benefit from increased awareness and support services related to perinatal mental health. We have experienced increased demand for services provided in Spanish and agree this is an important focus area.

Whatcom Public Health Department is an excellent position to increase our community's perinatal mental health supports and we extend our full support to them as they submit their application.

Kathleen Roy  
Director of Operations

**STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

The Department of Children, Youth, and Families

And

Whatcom County DBA Whatcom County Health Department

**I. Recitals**

- 1.1 Pursuant to Department of Children, Youth, and Families (the "DCYF") Contract Number 18-1294, attached hereto Whatcom County DBA Whatcom County Health Department (the "Contractor") has agreed to support the development of a community-based structure for providing direct services to support parents and families experiencing Perinatal Mood and Anxiety Disorders (PMADs).
- 1.2 During the course of providing such services the Contractor and its employees, agents, and subcontractors will have access to confidential or personal information owned by the DCYF relating to DCYF Contract Number 18-1294 which may be protected from disclosure under the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522), or other state or federal statutes.

**II. Definition of Confidential or Personal Information**

- 2.1 "Confidential Information" or "Data" means information that may be exempt from disclosure under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, personal information, agency source code or object code, and agency security data.
- 2.2 "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

**III. Terms of Agreement**

- 3.1 As an employee, agent, or subcontractor of the Contractor I have access to information or data described and contained DCYF Contract Number 18-1294. This information may be confidential information or data, and I understand that I am responsible for maintaining this confidentiality. I understand that the information may only be used for the purposes of the work described in DCYF Contract Number 18-1294.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 18-1294, I must sign and agree to the following:
  - (A) I have been informed and understand that information provided under DCYF Contract Number 18-1294 may be confidential information or data and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information described or contained in DCYF Contract Number 18-1294.
  - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 18-1294 for my own personal information, but only to the extent necessary and for the purpose of performing my assigned duties as an employee of the Contractor under this Agreement. I understand that a breach of this confidentiality will be grounds for disciplinary action which may also include termination of my employment and other legal action.

- (C) I agree to abide by all Federal and state laws and regulations regarding confidentiality and disclosure of the information in DCYF Contract Number 18-1294.

By signing this Agreement, the undersigned agree to this Agreement being effective as of the last signing date noted below.

**Contractor Name:**

Allison Williams

**Signature:**



**Print Full Name:**

Allison Williams

**Job Title:**

Community Health Specialist

**Date:**

1-15-19

**Signature:**

\_\_\_\_\_

**Print Full Name:**

\_\_\_\_\_

**Job Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Print Full Name:**

\_\_\_\_\_

**Job Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Print Full Name:**

\_\_\_\_\_

**Job Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Employee/Sub-Contractor/Agent Name:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Print Full Name:**

\_\_\_\_\_

**Job Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Print Full Name:**

\_\_\_\_\_

**Job Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Print Full Name:**

\_\_\_\_\_

**Job Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Print Full Name:**

\_\_\_\_\_

**Job Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_



### ATTACHMENT 3: CERTIFICATION OF DATA DISPOSITION

Date of Data Disposition 1-15-19

#### I. Data Disposition Requirements

Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of data or confidential information, data or confidential information required to be destroyed under DCYF Contract No. 18-1294 must be destroyed as follows:

- (A) For data or confidential information that is contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- (B) For data or confidential information that is contained on magnetic tape(s), the Contractor shall destroy the data or confidential information by degaussing, incinerating, or crosscut shredding.
- (C) For data or confidential information that is contained on a server or workstation data hard drive or similar media, the data or confidential information shall be destroyed by either
  - (1) Physically destroying the disk(s); or
  - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data, or confidential information cannot be reconstructed.
- (D) For data or confidential information that is contained on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data or confidential information shall be destroyed by either:
  - (1) Physically destroying the disk(s); or
  - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data, or confidential information cannot be reconstructed.


#### II. Certification

aw All copies of any data sets related to DCYF Contract No. 18-1294 have been wiped from data storage systems.

aw All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 18-1294 have been destroyed.

aw All copies of any data sets related to DCYF Contract No. 18-1294 that have not been disposed of in a manner described above, have been returned to the DCYF's Contract Manager listed in this Contract.

The Contractor hereby certifies by the signature below that the data disposition requirements as described in this Certification of Data Disposition and DCYF Contract No. 18-1294, have been complied with as indicated above.

Signature of Contract Manager:  Date: 1-15-19  
Print Name: Allison Williams

Return original to DCYF Public Records at [dcyf.publicrecords@dcyf.wa.gov](mailto:dcyf.publicrecords@dcyf.wa.gov)

## **ATTACHMENT 4**

### **Federal Certifications and Assurances**

**THE FOLLOWING CERTIFICATIONS AND ASSURANCES ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE CONTRACTOR ON THE SIGNATURE PAGE OF THIS CONTRACT.**

**THE CONTRACTOR AGREES TO REQUIRE THAT THE LANGUAGE OF THESE CERTIFICATIONS AND ASSURANCES BE INCLUDED IN ALL LOWER TIER COVERED TRANSACTIONS AND IN ALL SOLICITATIONS FOR LOWER TIER COVERED TRANSACTIONS.**

#### **1. Acknowledgement of Federal Funding Pursuant to Public Law 115-31**

If the Contractor is a grantee receiving Federal Funds, or recipient of Federal research grants, the Contractor certifies that it will provide the following notice when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money:—

- 1.1** The percentage of the total costs of the program or project which will be financed with Federal money;
- 1.2** The dollar amount of Federal funds for the project or program; and
- 1.3** The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### **2. Assurance of Compliance with Federal Nondiscrimination Laws**

The Contractor provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance. The Contractor hereby agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- 2.1** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.; 45 C.F.R. Part 80) which prohibits discrimination on the basis of race, color or national origin;
- 2.2** Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.; 45 C.F.R. Part 86), which prohibits discrimination on the basis of sex;
- 2.3** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794; 45 C.F.R. Parts 84 and 85), which prohibits discrimination on the basis of handicaps;
- 2.4** The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101et seq.; 45 C.F.R. Parts 90 and 91), which prohibits discrimination on the basis of age;
- 2.5** Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.

#### **3. Audit Certification Requirements for Department of Health and Human Services**

### **3.1 Payment Request Certification.**

To ensure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved budgets, the vouchers requesting payment under this Contract must include a signed certification by the Contractor that says the following:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

### **3.2 Cost Allocation Plan or Indirect Cost Rate Certification and Compliance**

**3.2.1** A proposal by the Contractor to establish a cost allocation plan or an indirect Facilities and Administration (F & A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by DCYF, must be certified by the Contractor using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in the Appendices to 45 C.F.R. Part 75: Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the Contractor by an individual at a level no lower than the Contractor's vice president or chief financial officer.

**3.2.2** Unless the Contractor has elected the option under 45 C.F.R. § 75.414(f), the Federal Government may either disallow all indirect F & A costs or unilaterally establish such a plan or rate when the Contractor fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the Contractor failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

### **3.3 Non-profit Organization Certification**

If the Contractor is a non-profit organization, but does not qualify as a Major Non-profit Organization, the Contractor must provide a certification that it does not meet the definition of a Major Non-profit Organization as defined in 2 C.F.R. § 200.414.

### **3.4 Lobbying Certification**

The Contractor must submit as a part of its annual indirect F & A cost rate proposal a certification that the Contractor is in compliance with the requirements and standards contained in 45 C.F.R. § 75.450.

### **3.5 Definitions**

As used throughout this Contract, the following terms shall have the meanings set forth below:

**3.5.1** "Central service cost allocation plan" means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable



costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.

**3.5.2** "Cost allocation plan" means central service cost allocation plan or public assistance cost allocation plan

**3.5.3** "Indirect Administration Cost Rate" means general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).

**3.5.4** "Indirect Facilities Cost Rate" means depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.

**3.5.5** "Major Non-profit Organization" means a non-profit organization that receives more than \$10 million dollars in direct federal funding.

#### **4. Award Term for Trafficking in Persons**

This award is subject to the requirements of 2 C.F.R. § 175.15 (CHAPTER I—OFFICE OF MANAGEMENT AND BUDGET GOVERNMENTWIDE GUIDANCE FOR GRANTS AND AGREEMENTS). If all or part of the funding for this Contract is in the form of a Federal grant or cooperative agreement, the Contractor agrees to the award terms and conditions as described below:

"I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
  - A. Associated with performance under this award; or
  - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by [the Department of Health and Human Services] at 2 CFR part [376]

- (b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by [the Department of Health and Human Services] at 2 CFR part [376].
- (c) Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- (d) Definitions. For purposes of this award term:
1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other

than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102)."

For the full text of the award term, go to: (<http://www.ecfr.gov>). The use of Federal funds from this award constitutes the Contractor's acceptance of these terms and conditions.

## **5. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352; 45 C.F.R. Part 93)**

**5.1** The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

**5.1.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**5.1.2** 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (<http://www.gsa.gov/portal/forms/download/116430>) in accordance with its instructions.

**5.1.3** The Contractor understands and agrees that this Anti-Lobbying certification is a material representation of fact upon which reliance by the Department of Children, Youth, and Families (DCYF) 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.

**5.2** Statement for Loan Guarantees and Loan Insurance. The Contractor certifies, to the best of the Contractor's knowledge and belief, that if any 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 commitment providing for the United States to insure or guarantee a loan, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



## **6. Certification Regarding Debarment, Suspension, and Ineligibility**

- 6.1** If federal funds are the basis for this Contract the Contractor, by signature to this Contract, certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a nonprocurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to subrecipients for any amount. The Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.
- 6.2** The Contractor shall immediately notify DCYF if during the term of this Contract, the Contractor or the Contractor's sub-contractor(s) becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions. DCYF may immediately terminate this Contract by providing Contractor Notice if the Contractor, or the Contractor's Subcontractor(s), becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions during the Period of Performance (Section 4, page 3).

## **7. Certification Regarding Drug-Free Workplace Requirements**

- 7.1** The Contractor certifies that it will, or will continue, to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 7.2** The Contractor certifies that it will, or will continue, to provide a drug-free workplace by establishing an ongoing drug-free awareness program to inform employees about --
- 7.2.1** The dangers of drug abuse in the workplace;
  - 7.2.2** The grantee's policy of maintaining a drug-free workplace;
  - 7.2.3** Available drug counseling, rehabilitation, and employee assistance programs; and
  - 7.2.4** The penalties that may be imposed upon employees for drug abuse violations;
- 7.3** The Contractor certifies that it will, or will continue, to provide a drug-free workplace by making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Paragraph 7.1;
- 7.4** The Contractor certifies that it will, or will continue, to provide a drug-free workplace by notifying the employee in the statement required by Paragraph 7.1 that, as a condition of employment under the grant, the employee will --
- 7.4.1** Abide by the terms of the statement; and

**7.4.2** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

**7.5 Written Agency Notification within Ten Calendar Days after Receiving Notice under Paragraph 7.4.2 from an Employee, or Otherwise Receiving Actual Notice of such Conviction.**

After the Contractor receives the notice required under Section 7.4.2, the Contractor certifies that it will, or will continue, to provide a drug-free workplace by providing notice of the conviction, including position title, to the Department of Children, Youth, and Families, unless the United States Department of Health and Human Services has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

**7.6** The Contractor certifies that it will, or will continue, to provide a drug-free workplace by taking one of the following actions, within 30 calendar days of receiving notice under Paragraph 7.4.2, with respect to any employee who is so convicted --

**7.6.1** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

**7.6.2** Requiring 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.

**7.7** The Contractor certifies that it will, or will continue, to provide a drug-free workplace by making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 7.1, 7.2, 7.3, 7.4, 7.5 and 7.6.

**9. Crime Control Act – Reporting of Child Abuse**

**9.1** Public Law 101-647 (42 U.S.C. 20341), also known as the Crime Control Act of 1990 (Crime Control Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Crime Control Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.

**9.2** The Crime Control Act designates “covered professionals” as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Crime Control Act defines the term “child abuse” as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.

**9.3** Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall

immediately report a suspected child abuse incident in accordance with the provisions of the Crime Control Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.

- 9.4** By acceptance of this Contract or order, the Contractor agrees to comply with the requirements of the Crime Control Act. The Crime Control Act also applies to all applicable subcontracts awarded under this Contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Crime Control Act.

**10. Limited English Proficiency (Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons) ([Executive Order 13166](#), August 11, 2000)**

Executive Order 13166 requires recipients of Federal financial assistance to take steps to insure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for accurate and effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at:

<https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>.

**11. Pro-Children Act (January 2006) Certification Regarding Environmental Tobacco Smoke**

- 11.1** The Pro-Children Act, 20 U.S.C. § 7973, imposes restrictions on smoking in facilities where certain Federally funded children's services are provided. The Pro-Children Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routine or regular provision of (i) kindergarten, elementary, or secondary education or library services or (ii) health, day care services, or early childhood education programs. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds.

- 11.2** By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Pro-Children Act. The Pro-Children Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understand, and comply with the provisions of the Pro-Children Act. Failure to comply with the Pro-Children Act may result in the imposition of a civil monetary penalty in an amount not to exceed \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.

**12. Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On reducing Text Messaging While Driving," October 1, 2009.

### **13. Purchase of American-Made Equipment and Products**

In accordance with Public Law 103-333 the "Departments of Labor, Health and Human services, and Education, and Related Agencies Appropriations Act of 1995," the following provision is applicable to this grant award:

Section 507: "Purchase of American-Made Equipment and Products – It is the sense of the congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made." See Public Law 103-333 § 507.

### **14. Single Audit Requirements**

**14.1 Subrecipient of Federal Award.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 Code of Federal Regulations (C.F.R.) § 200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DCYF, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. § 200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. § 200 and any successor or replacement Circular or regulation.

**14.2 Expends \$750,000 or More in Federal Awards.** If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program specific audit for that year. Upon completion of each audit, the Contractor shall submit to DCYF's Contract Manager the data collection form and reporting package specified in OMB 2 C.F.R. § 200, and any reports required by the program-specific audit guide (if applicable).

**14.3 Exemption when Federal awards expended are less than \$750,000.** A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, DCYF, and Government Accountability Office (GAO).

**14.4 Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding Research & Development), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a



program-specific audit conducted in accordance with 2 C.F.R. § 200.507. A program-specific audit may not be elected for Research & Development unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

#### **14.5 Audit Report Submission**

**14.5.1 Single Audit Deadline.** Pursuant to 2 C.F.R. § 200.512 the single-audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

**14.5.2 Program Specific Audit Deadline.** Pursuant to 2 C.F.R. § 200.507 the program-specific audit must be completed and the reporting submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by Federal law or regulation, the auditee must make report copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

#### **15. Whistleblower Protections for Contractor Employees (48 C.F.R. 3.908)**

**15.1** The Contractor is hereby given notice that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239, Div. A, Title VIII, § 828) and FAR 3.908 (48 C.F.R. § 3.908).

**15.2** The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 C.F.R. § 3.908 of the Federal Acquisition Regulation.

**15.3** The Contractor certifies that it will provide the following notice to its employees in the employees' predominant native language.

**15.3.1** An employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to any of the entities listed in Paragraph 15.3.2 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a

contract) or grant. A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

**15.3.2** Entities to Whom Disclosure May be Made. The information described in Paragraph 15.3.1 may be disclosed to the entities described in this paragraph by an employee of the Contractor, subcontractor or grantee.

**15.3.2.1** A Member of Congress or a representative of a committee of Congress.

**15.3.2.2** An Inspector General.

**15.3.2.3** The Government Accountability Office.

**15.3.2.4** A Federal employee responsible for contract or grant oversight or management at the relevant agency.

**15.3.2.5** An authorized official of the Department of Justice or other law enforcement agency.

**15.3.2.6** A court or grand jury.

**15.3.2.7** A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-117

---

<b>File ID:</b>	AB2019-117	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/30/2019	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and North Sound Behavioral Health Organization to support substance abuse prevention and mental health promotion programs in Whatcom County, in the amount of \$83,438

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachments

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Memo to County Executive, Interlocal Agreement for February 12

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



**MEMORANDUM**

**TO:** Jack Louws, County Executive

**FROM:** <sup>RAD</sup> Regina A. Delahunt, Director

**RE:** North Sound Behavioral Health Organization – Community Partnership Contract

**DATE:** January 8, 2019

---

Enclosed is one (1) original of a contract between Whatcom County and North Sound Behavioral Health Organization for your review and signature.

▪ **Background and Purpose**

This contract provides funding to support evidence-based services in the schools and in the community that have been shown to reduce elevated risk factors for substance use disorders and behavioral health issues in Whatcom County. Regionally, funds are distributed by North Sound Behavioral Health Organization (NS BHO) to the County for the development, implementation, maintenance, and evaluation of programs that support prevention and recovery support services for middle school and high school aged students.

▪ **Funding Amount and Source**

Funding in the amount of \$83,438 is provided by Medicaid funds via the NS BHO. These funds are included in the 2019 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Joe Fuller at extension #6045 if you have any questions regarding this agreement.

Encl.





# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855060 Substance Abuse Program
Contract or Grant Administrator:	Joe Fuller
Contractor's / Agency Name:	North Sound Behavioral Health Organization

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

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

Is this a grant agreement? Yes ☒ No ☐ If yes, grantor agency contract number(s): BHO - WHATCOM - PSC 19 CFDA#: \_\_\_\_\_

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

Is this contract the result of a RFP or Bid process? Yes ☐ No ☒ If yes, RFP and Bid number(s): \_\_\_\_\_ Contract Cost Center: 675500

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):

\$ 83,438

This Amendment Amount:

\$ \_\_\_\_\_

Total Amended Amount:

\$ \_\_\_\_\_

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

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

Summary of Scope: This contract provides funding to support evidence-based services in the schools and in the community that have been shown to reduce elevated risk factors for substance use disorders and behavioral health issues in Whatcom County.

Term of Contract:	6 Months	Expiration Date:	6/30/2019
Contract Routing:	1. Prepared by: JT	Date:	01/08/2019
	2. Attorney signoff: <i>[Signature]</i>	Date:	1-16-19
	3. AS Finance reviewed: <i>[Signature]</i>	Date:	1/24/19
	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:	

**PROFESSIONAL SERVICE AGREEMENT  
NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC (North Sound BHO)  
AND  
WHATCOM COUNTY**

**CONTRACT #NORTH SOUND BHO-WHATCOM-PSC 19**

THIS AGREEMENT is entered into between NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC (North Sound BHO)/PREPAID HEALTH PLAN, 301 Valley Mall Way, Suite 110, Mount Vernon, WA 98273 and WHATCOM COUNTY (Contractor), 509 Girard Street 37, Bellingham, WA 98225.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**I. Terms and Conditions**

- A. Term: This Agreement shall take effect January 1, 2019 and shall continue in full force and effect through June 30, 2019.
- B. Termination: This Agreement may be terminated in whole or in part by either party for any reason by giving 30-calendar days' written notice to the other party.
  - 1. Loss of Funding: In the event funding from any source is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to termination, North Sound BHO may terminate this Agreement by written notice effective upon Contractor's receipt of written notice. The parties may re-negotiate under new funding limitations and conditions.
  - 2. Breach: This Agreement may be terminated for any breach by either party. The terminating party shall give the breaching party five (5)-calendar days' written notice to cure the breach. Failure to cure shall cause this agreement to terminate immediately at the end of the five (5)-day period.
- C. Amendments: This Agreement may only be amended by written consent of both parties.
- D. Compliance with Laws: Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination and conflict of interest laws.
- E. Confidentiality: The parties shall use personal information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. All parties shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of personal information except as provided by law or with the prior written consent of the person whom the personal information pertains. The parties shall maintain the confidentiality of all personal information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.

- F. Debarment Certification: Contractor, by signature to this Agreement, certifies that Contractor and any Owners are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. Contractor shall immediately notify North Sound BHO if, during the term of this Contract, Contractor becomes debarred.
- G. Relationship of Parties: Contractor agrees Contractor shall perform the services under this Agreement as an independent Contractor and not as an agent, employee, partner, joint venture or servant of North Sound BHO. The parties agree Contractor is not entitled to any benefits or rights enjoyed by employees of North Sound BHO. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed upon services in accordance with the specifications set forth herein. North Sound BHO shall only have the right to enforce Contractor's performance.
- H. Indemnification: Contractor shall defend, hold harmless and indemnify North Sound BHO and its member counties and employees against any and all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by North Sound BHO and its member counties and employees alleged to arise out of intentional acts and/or the negligent or wrongful acts or omissions of Contractor or Contractor's officers and employees, agents or volunteers.

North Sound BHO shall defend, hold harmless and indemnify Contractor and its member districts and employees against any and all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by Contractor and its member districts and employees alleged to arise out of intentional acts and/or the negligent or wrongful acts or omissions of North Sound BHO or North Sound BHO's officers and employees, agents or volunteers.

For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Parties.

- I. Ratification  
This contract will go into effect and shall be fully enforceable when signed by authorized representatives of all parties involved. This contract will be submitted for ratification at the next scheduled meeting of the North Sound BHO County Authorities Executive Committee. If not ratified by the Committee, North Sound BHO will terminate the contract either immediately or within a reasonable amount of time at North Sound BHO's discretion.
- J. Resolution of Disputes:
1. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies, which may arise under this Agreement and therefore establish this dispute resolution procedure.

2. All claims, disputes and other matters in question between the parties arising out of, or relating to this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:
- a. The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.
  - b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or their designated representatives) shall meet, confer and attempt to resolve the claim within the next 5 working days.
  - c. The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.
  - d. Arbitration: If the claim is not resolved within 24 days of the initial notice, the parties shall proceed to arbitration as follows:
    - i. Demand for arbitration shall be made in writing to the other party. The parties shall select one person as arbitrator.
    - ii. If there is a delay of more than 10 days in the naming of the arbitrator, either party can ask the presiding judge of Skagit County to name the arbitrator.
    - iii. The professional fees and administrative costs of the arbitrator shall be paid 50/50 by the parties; the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.
    - iv. The parties agree that the arbitrators' decision shall be binding, final and enforceable subject to timely appeal to Skagit County Superior Court only as provided in Chapter 7.04A RCW.
    - v. Unless the parties agree in writing otherwise, the unresolved claims in each notice of dispute shall be considered at an arbitration session which shall occur in Skagit County no later than 60 days after the close of the meeting described in paragraph (b) above.
    - vi. The Provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.
    - vii. Nothing contained in this Agreement shall be deemed to give the arbitrator the power to change any of the terms and conditions of this Agreement in any way.
    - viii. The prevailing party in any action to compel arbitration or to enforce an arbitration award shall be awarded its costs, including attorney fees. Venue for any such action is exclusively Skagit County Superior Court.



ix. This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

K. Records and Reports: Contractor shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. Contractor shall retain all books, records, documents and other material relevant to this Agreement for five (5) years' after its expiration and all payment for the contract have been made. The later of the two (2) dates initiates the five (5) year timeframe. All books, records, documents, reports and other data related to this contract shall be subject to inspection, review and/or audit by North Sound BHO personnel or other parties authorized by North Sound BHO, DSHS, the Office of the State Auditor and authorized federal officials during regular business hours and upon demand.

L. Survivability  
The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration of this Contract shall so survive. Surviving terms include, but are not limited to: Order of Precedence, Financial Terms, Contract Performance/Enforcement, Confidentiality of Individual Information, Resolution of Disputes, Indemnification, Oversight Authority, Maintenance of Records and Ownership of Materials.

## II. Compensation

- A. Consideration: Contractor shall be paid only if North Sound BHO has a fully executed contract on file.
- B. Payment Procedures: Contractor shall submit an invoice by the close of business on the 10<sup>th</sup> day of the month after the month in which services were provided. Invoice shall document services provided as described in Exhibit A.
- C. Failure to submit an invoice by the 10<sup>th</sup> may delay payment for one (1) month.

No invoices will be accepted 30 days after the service. Contractor shall submit a final billing for this Agreement no later than 30 days after the contract expiration date.

Until notified otherwise, Contractor shall submit all requests for reimbursement to:

NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC  
ATTN: Fiscal Officer  
301 Valley Mall Way, Suite 110  
Mount Vernon, WA 98273

- D. Reporting Requirements and Reconciling monthly payments: On a monthly basis Contractor shall submit a detailed invoice. Contractor will document actual minutes/hours worked by date and type of service provided.

- E. Reimbursed Expenses: Contractor shall be reimbursed for services provided under this contract. Mileage reimbursement shall conform to the currently published mileage rate for business travel deductions set by the Internal Revenue Service for all business-related travel. Mileage usage documentation shall be attached to the monthly invoice when applicable. The reimbursement request shall be itemized on the monthly invoice.

### III. Service Expectations

Contractor shall provide services as set forth in the 2019 Plan for Substance Use Disorder Prevention Services Exhibit A.

### IV. Miscellaneous

- A. Assignments: Neither party may assign its rights or delegate its performance hereunder to any person or entity without the prior written consent of the other party.
- B. Entire Agreement: This Agreement constitutes the entire agreement with respect to the subject matter hereof and there are no other agreements, written or oral, relating to the subject matter hereof.
- C. Headings: Paragraphs headings are for convenience and reference only and shall have no effect upon the construction or interpretation of any party of this Agreement.
- D. Severability: If any provision of this Agreement is found by a court to be invalid, unenforceable, or contrary to applicable law, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, unenforceable, or contrary to applicable law, shall not be affected and shall continue in full force and effect.
- E. Notices: All notices pertaining to this Agreement shall be written and delivered, by certified US mail or by hand delivery to the addresses shown below. Notices shall be deemed served upon receipt, or three (3) days after postmark if mailed. Notices transmitted by facsimile, which are followed immediately by mailing, shall be deemed received on the date of the facsimile transmission.
- F. Venue: This Agreement shall be construed, both as to validity and performance and enforced, subject to Paragraph (I.G), in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Skagit County.
- G. Power to Execute: Both parties warrant they have the power and authorization to execute this Agreement and any other documents executed pursuant to this Agreement.

This contract will go into effect and shall be fully enforceable when signed by authorized representatives of all parties involved. This contract is subject to ratification after it becomes effective. This contract will be submitted for ratification at the next scheduled meeting of the North Sound BHO County Authorities Executive Committee ("the Committee"). If not ratified by the Committee, North Sound BHO will terminate the contract either immediately or within a reasonable amount of time at North Sound BHO's discretion.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**NORTH SOUND BHO**

**WHATCOM COUNTY**

			
_____ Joe Valentine Executive Director	_____ Date	_____ Regina Delahunt	_____ Date

Approved as to Form for North Sound Behavioral Health Organization, LLC (North Sound BHO):

Basic Form approved by Brad Furlong      10/1/01 (reviewed 2013)  
Attorney at Law

DEPARTMENT APPROVAL

  
Anne Deacon, Human Services Manager

1/8/19  
Date

WHATCOM COUNTY

\_\_\_\_\_  
JACK LOUWS  
County Executive

STATE OF WASHINGTON     )  
  )  
COUNTY OF WHATCOM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at Bellingham.

My Commission expires: \_\_\_\_\_

APPROVED AS TO FORM

  
Royce Buckingham, Deputy Prosecuting Attorney

1/11/19  
Date



---

**Whatcom County  
Plan for Substance Use Disorder Prevention Services  
January 1, 2019 – June 30, 2019**

**I. Background**

The Whatcom County Health Department utilizes SAMHSA's Strategic Planning Framework to determine needs and resources, and to select and implement Substance Abuse Prevention and Mental Health Promotion programs in the county. The department currently supports three Community Prevention & Wellness Initiative (CPWI) sites in Whatcom County, and also contracts with all seven school districts in Whatcom County to deliver behavioral health services. Strategies outlined below work to reduce priority risk factors identified in the local assessment process.

**II. Strategies**

Whatcom County proposes to utilize funding to support evidence-based services in the schools and in the community that have been shown to reduce elevated risk factors in Whatcom County. The targeting of multiple risk factors in multiple domains makes this an effective combination. Services will be available throughout the county, with the exception of the Student Assistance Program being targeted in one priority geographical area.

- 1) **Student Assistance Program (SAP)**- The SAP will provide Motivational Interviewing (MI) and other identified strategies on the DMA list, in schools, to support the PITA continuum. Efforts will include individual and small group activities.
- 2) **Case Management Services**- Case Management Services will be provided in schools to connect students with resources that meet their identified individual needs. Services will include one-on-one support with supporting group activities. These services may include MI as appropriate and will be delivered in targeted schools.
- 3) **Strengthening Families Program**- SFP is a family skills training intervention designed to enhance school success and reduce youth substance use and aggression among 10- to 14-year olds. Seven sessions provide instruction for parents on understanding the risk factors for substance use, parent-child bonding, monitoring compliance with parental guidelines, and other related skills.
- 4) **Community Education & Outreach**- The community will receive critical information about substance abuse trends, norms, and resources for those experiencing addiction. A focus of these efforts will include social norming, as 80% of students in 10<sup>th</sup> grade incorrectly believe more of their peers using substances that factually are, and opiate abuse.
- 5) **Training & Capacity**- Training on priority behavioral health issues will be delivered to individuals throughout the county. Recipients will also include local services providers. Topics will be locally prioritized, based on data from the Healthy Youth Survey and other data sources.

---

**6-Month Budget**

The proposed budget can be scaled depending on resource availability. An increase of frequency and service hours can be made if additional funding is available.

	<b>TOTAL</b>
Direct Service (case management, SFP, etc.)	71,852
Education & Outreach	2,000
Training	2,000
<b>Admin (10%)</b>	7,586
<b>TOTAL</b>	<b>83,438</b>



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-119

---

<b>File ID:</b>	AB2019-119	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/31/2019	<b>Entered by:</b>	MEngels@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Contract		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Whatcom Conservation District to provide a robust Community Wildfire Risk Reduction Program that consists of outreach, education and technical assistance to the Whatcom County communities most at risk from wildfire in Whatcom County

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The general purpose or objective of this agreement is to provide a robust Community Wildfire Risk Reduction Program that consists of outreach, education and technical assistance to the Whatcom County communities most at risk from wildfires in Whatcom County.

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Memo.docx, Wildfire CIS.pdf, Wildfire contract.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



## MEMORANDUM

TO: Jack Louws, County Executive  
Members of the Whatcom County Council

FROM: Marina Engels, Deputy Clerk of the Council

RE: Agreement with Whatcom Conservation District for Community Wildfire Risk Reduction Program

DATE: January 29, 2019

---

Enclosed is a contract between Whatcom County and Whatcom Conservation District for your review and signature.

■ Background and Purpose

The general purpose or objective of this Agreement is to provide a robust Community Wildfire Risk Reduction Program that consists of outreach, education and technical assistance to the Whatcom County communities most at risk from wildfire in Whatcom County. The primary customers for this service are communities identified as high and extreme risk to wildfire as identified in the NFPA 2006 Wildfire Risk Assessment.

Services will include:

- A) Provide Technical Assistance for Two New Communities Working to Reduce Wildfire Risk:
  - Attend a minimum of two community meetings to educate residents about wildfire risk and preparedness
  - Provide 20 individual home risk assessments using the best available science from National Fire Protection Association (NFPA)
  - Complete a Community Wildfire Risk Assessment
  - Assist the community in writing a Community Wildfire Risk Reduction Plan
  - Assist the community in hosting a wildfire education/outreach event and/or carrying out a mitigation project such as hazardous fuels reduction and chipping.
  - Hire or otherwise make available chipping services to carry out mitigation projects.
- B) Ongoing Technical Assistance for Communities Continuing to Work to Reduce Wildfire Risk and renew Firewise Communities/USA recognition:
  - Assist the community in updating their Community Wildfire Risk Reduction Plan as needed
  - Assist the community in implementation of a community-wide risk reduction activity as needed
  - Provide administrative assistance to communities renewing NFPA Firewise Communities/USA program recognition
- C) General Wildfire Risk Reduction Outreach and Education:
  - Provide outreach and educational materials, including but not limited to; brochures, handouts, posters and banners
  - Promote the program with social media, mailings, and publications
  - Provide presentations to community groups and partners (minimum of 4)
  - Present program using informational displays at community events (minimum of 4)



D) Partnership Building

- Build and strengthen partnerships in Whatcom County to support program efforts and ensure a unified message to residents
- Build support and set a foundation for development of a county-wide Community Wildfire Protection Plan

This funding will allow the Whatcom Conservation District to continue facilitating the Community Wildfire Risk Reduction Program. Deliverables of the program will include: detailed records of grant deliverables and periodic reporting of those deliverables including remaining work to be completed. Progress reports and presentations will be shared with community leaders and the County Council to inform them of the progress and accomplishments. Details of this outcome will be provided upon request.

■ Funding Amount and Source

Funding for this contract is included in the 2019-2020 Budget in the amount of \$25,000 per year for two years for a total amount of \$50,000.

■ Differences from Previous Contract

This is a new contract.

Please contact me at extension 5019 if you have any questions or concerns regarding the terms of this agreement.

Thank you.

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Council
Division/Program: (i.e. Dept. Division and Program)	Click here to enter text.
Contract or Grant Administrator:	Dana Brown-Davis
Contractor's / Agency Name:	Whatcom Conservation District
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract _____</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: 1100</p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ 50,000.</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b></p> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>
<p>Summary of Scope: To provide a robust Community Wildfire Risk Reduction Program that consists of outreach, education and technical assistance to the Whatcom County communities most at risk from wildfire in Whatcom County.</p>	
Term of Contract: 2 years	Expiration Date: 12/31/2020

Contract Routing:	1. Prepared by: Twh	Date: 1.23.19
	2. Attorney signoff: <i>RNF</i>	Date: 1/31/19
	3. AS Finance reviewed: <i>bbennet</i>	Date: 1/31/19
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

**CONTRACT FOR SERVICES  
Whatcom Conservation District**

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

General Conditions, pp. 1 to 8,  
Exhibit A (Scope of Work), pp. 9,  
Exhibit B (Compensation), pp. 10,  
Exhibit C (Certificate of Insurance), pp. 11

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

The term of this Agreement shall commence on the 1<sup>st</sup> day of January, 2019, regardless the date of signature, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31<sup>st</sup> day of December, 2020.

The general purpose or objective of this Agreement is to: provide a robust Community Wildfire Risk Reduction Program that consists of outreach, education and technical assistance to the Whatcom County communities most at risk from wildfire in Whatcom County, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$50,000 (\$25,000 for year one (2019) and \$25,000 for year two (2020). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR:**

Whatcom Conservation District

\_\_\_\_\_  
Larry Davis  
Chair

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF WHATCOM         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared Larry Davis, to me known to be the Chair of the Board of the Whatcom Conservation District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

WHATCOM COUNTY:

WHATCOM CONSERVATION DISTRICT

Approved as to form:

Approved as to form:

 1/31/19

Prosecuting Attorney

Date

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

Approved:

Accepted for Whatcom County:

By: \_\_\_\_\_  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

**CONTRACTOR INFORMATION:**

Whatcom Conservation District

Contact Name & Address:

George J. Boggs, JD  
Executive Director  
6975 Hannegan Road  
Lynden, WA 98264

Contact Phone: 360.526.2381 x115  
Contact Cell: 360.815.5342  
Contact Email:



## GENERAL CONDITIONS

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

#### **0.1 Scope of Services:**

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

### ***Series 10-19: Provisions Related to Term and Termination***

#### **10.1 Term:**

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

#### **10.2 Extension:**

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

#### **11.1 Termination for Default:**

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

#### **11.2 Termination for Reduction in Funding:**

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

#### **11.3 Termination for Public Convenience:**

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

### ***Series 20-29: Provisions Related to Consideration and Payments***

#### **20.1 Accounting and Payment for Contractor Services:**

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

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

***Series 30-39: Provisions Related to Administration of Agreement***

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

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 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.

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 per occurrence - \$500,000.00;

General Liability & Property Damage for bodily injury- \$1,000,000.00.

A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit "D". 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 Industrial Insurance Waiver:

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 Defense & Indemnity Agreement:

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.

36.2 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:



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.

***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.

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 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 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 funding received from Whatcom County will be used to provide a robust Community Wildfire Risk Reduction Program that consists of outreach, education and technical assistance to the Whatcom county communities most at risk from wildfire.

The primary customers for this service are communities identified as high and extreme risk to wildfire as identified in the NFPA 2006 Wildfire Risk Assessment. Services will include:

**A) Provide Technical Assistance for Two New Communities Working to Reduce Wildfire Risk:**

- Attend a minimum of two community meetings to educate residents about wildfire risk and preparedness
- Provide 20 individual home risk assessments using the best available science from National Fire Protection Association (NFPA)
- Complete a Community Wildfire Risk Assessment
- Assist the community in writing a Community Wildfire Risk Reduction Plan
- Assist the community in hosting a wildfire education/outreach event and/or carrying out a mitigation project such as hazardous fuels reduction and chipping.
- Hire or otherwise make available chipping services to carry out mitigation projects.

**B) Ongoing Technical Assistance for Communities Continuing to Work to Reduce Wildfire Risk and renew Firewise Communities/USA recognition:**

- Assist the community in updating their Community Wildfire Risk Reduction Plan as needed
- Assist the community in implementation of a community-wide risk reduction activity as needed
- Provide administrative assistance to communities renewing NFPA Firewise Communities/USA program recognition

**C) General Wildfire Risk Reduction Outreach and Education:**

- Provide outreach and educational materials, including but not limited to; brochures, handouts, posters and banners
- Promote the program with social media, mailings, and publications
- Provide presentations to community groups and partners (minimum of 4)
- Present program using informational displays at community events (minimum of 4)

**D) Partnership Building**

- Build and strengthen partnerships in Whatcom County to support program efforts and ensure a unified message to residents
- Build support and set a foundation for development of a county-wide Community Wildfire Protection Plan

This funding will allow the Whatcom Conservation District to continue facilitating the Community Wildfire Risk Reduction Program. Deliverables of the program will include: detailed records of grant deliverables and periodic reporting of those deliverables including remaining work to be completed. Progress reports and presentations will be shared with community leaders and the County Council to inform them of the progress and accomplishments. Details of this outcome will be provided upon request.

**EXHIBIT "B"**  
(COMPENSATION)

Title of Staff	Maximum 2019 Composite Rate*	Total
Outreach & Resource Conservation Specialist	\$51.89	26,195
Natural Resource Specialist	\$53.31	1,280
Communication & Outreach Technician	\$24.27	1,160
Education Coordinator	\$54.57	1,300
IT Administrator	\$54.10	1,300
Administrative Assistant	\$46.16	2,215
Subtotal salaries/benefits		33,450
Overhead (25% of salaries/benefits)		11,150
Supplies, postage, materials, refreshments	Receipts or invoices. Reimbursement based on actual costs.	4,000
Mileage	Mileage log or travel voucher with miles, purpose of trip, and date.	1,400
<b>TOTAL</b>		<b>\$50,000</b>

*\*These are 2019 rates and are subject to change with annual WCD adjustments*

**The maximum consideration for this contract is \$50,000. 2019 – Year One \$25,000 2020 – Year Two \$25,000**

**Budget Narrative**

The Contract Number shall be included on all billings or correspondence in connection with this agreement. Contract amounts shall not exceed \$25,000 per year. 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 above. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed, including mileage at the current IRS rate. Contractor certifies that all personnel charging to this project 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 writing will be at the contractor's expense.





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-123

---

<b>File ID:</b>	AB2019-123	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/31/2019	<b>Entered by:</b>	SWinger@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Resolution		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### TITLE FOR AGENDA ITEM:

Resolution in the Matter of the Sale of Surplus Personal Property and Setting a Date for Public Hearing Thereon Pursuant to WCC 1.10

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Surplus Resolution (Set Hearing) - Jan 2019, Exhibit "A"

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

PROPOSED BY: Finance

DATE INTRODUCED: 02/12/2019

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION IN THE MATTER OF THE SALE OF SURPLUS PROPERTY

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that a public hearing on the matter of the sale of such property be held on \_\_\_\_\_, 2019 or as soon thereafter as is possible, in the Whatcom County Council Chambers at 311 Grand Avenue, Bellingham, Washington, for the purpose of admitting testimony for and against the propriety of selling such equipment; and

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

**WHATCOM COUNTY  
ADMINISTRATIVE SERVICES**



Brad Bennett, Finance Manager

**FINANCE/ACCOUNTING**  
Whatcom County Courthouse  
311 Grand Avenue, Suite #503  
Bellingham, WA 98225-4082  
Phone – (360) 778-5320  
Fax – (360) 778-5321

**Exhibit "A"**  
**Capital Asset Surplus Request**  
**January 2019**

General Fixed Assets – Surplus					
Unit	Year	Description	Department	Asset Tag #	Comments
16536	2008	Greenhouse - 20' x 96' "Hoop" style	Sheriff - Corrections	N/A	No longer used



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-125

---

<b>File ID:</b>	AB2019-125	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/01/2019	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Interlocal		

**First Assigned to:** Council Finance and Administrative Services Committee

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>	<b>Hearing Date:</b>
---------------------	------------	------------------------	----------------------

---

### TITLE FOR AGENDA ITEM:

Request authorization for the county Executive to enter into an interlocal between Whatcom County and Bellingham Technical College and the City of Bellingham for the administration of the EMT-Paramedic Training Program in the amount of \$56,000

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Paramedic Training Memo.pdf, Paramedic Training ILA.pdf


**Final Action:**  
**Enactment Date:**  
**Enactment #:**





## **MEMORANDUM**

**TO:** Whatcom County Council

**FROM:** Mike Hilley, EMS Manager 

**RE:** Interagency Agreement for Paramedic Training

**DATE:** February 1, 2019

---

Enclosed are two (3) originals of an interlocal agreement between Whatcom County, Bellingham Technical College (BTC) and the City of Bellingham for your review and signature.

▪ **Background and Purpose**

The EMS Oversight Board provided unanimous support of the recommendation to establish a countywide paramedic program. The program was established between Whatcom County, Bellingham Technical College and the City of Bellingham (Bellingham Fire Department). The first quarter of the new Paramedic Course program began in October. This contract provides for compensation to Bellingham Technical College for the Paramedic Training Program.

▪ **Funding Amount and Source**

The total costs associated with setting up and operating the Paramedic School is approximately \$834,000. The Levy will cover the costs for setting up the school over the next two years as BTC phases in the tuition based model. With the award of the Assistance to Firefighters Grant Program of approximately \$550,000 the costs to the EMS Fund will be drastically reduced. This contract will cover the costs incurred by BTC in the amount of \$56,000 + expenses for the Accreditation and the Course Director as outlined in Exhibit A, budget.

▪ **Differences from Previous Contract**

This is a revised version of the previous agreement approved by Council on 12/4/18. Modifications were requested and made by all three agencies.

Please contact Mike Hilley, EMS Managers at extension 5209 if you have any questions or concerns regarding the terms of this agreement.

Enclosures

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

<b>Originating Department:</b>	Executive Office
<b>Division/Program:</b> (i.e. Dept. Division and Program)	Emergency Medical Services (EMS)
<b>Contract or Grant Administrator:</b>	M. Hilley
<b>Contractor's / Agency Name:</b>	City of Bellingham & Bellingham Tech College

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

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

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

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

Is this contract the result of a RFP or Bid process?    Contract \_\_\_\_\_  
Yes ☐    No ☒    If yes, RFP and Bid number(s): \_\_\_\_\_ Cost Center: 130100

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

If YES, indicate exclusion(s) below:



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

<b>Contract Amount:</b> (sum of original contract amount and any prior amendments): \$ <b>56,000 + expenses</b> <b>This Amendment Amount:</b> \$ _____ <b>Total Amended Amount:</b> \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
---	---

**Summary of Scope:** This Agreement outlines the organization, responsibilities, and administration of the EMT-Paramedic Training Program ("Program") conducted as a cooperative agreement between the Department, the County and the College

<b>Term of Contract:</b> February 1, 2019	<b>Expiration Date:</b> May 1, 2020
---	-------------------------------------

**Contract Routing:**

1. Prepared by: Mike Hilley	Date: 01/31/19
2. Attorney signoff: 	Date: _____
3. AS Finance reviewed: 	Date: 1/30/19
4. IT reviewed (if IT related): _____	Date: _____
5. Contractor signed: _____	Date: _____
6. Submitted to Exec.: _____	Date: _____
7. Council approved (if necessary): _____	Date: _____
8. Executive signed: _____	Date: _____
9. Original to Council: _____	Date: _____

Last edited 08/08/18

**INTERAGENCY AGREEMENT**  
**between**  
**Bellingham Technical College**  
**and**  
**Bellingham Fire Department/City of Bellingham**  
**and**  
**Whatcom County Emergency Medical Services/Whatcom County**

The City of Bellingham, through Bellingham Fire Department, (hereinafter the "Department"), Whatcom County, through Whatcom County Emergency Medical Services, (hereinafter the "County"), and Bellingham Technical College, (hereinafter the "College"), in consideration of the mutual covenants herein, agree as follows:

- I. **Purpose:** This Agreement outlines the organization, responsibilities, and administration of the EMT-Paramedic Training Program ("Program") conducted as a cooperative agreement between the Department, the County and the College.
- II. **Existing Agreement Terminated:** The Department and the College entered into an Agreement (Contract #2017-0641), dated November 15, 2017. The parties agree that the November 15, 2017 Agreement is hereby terminated and replaced in full with this Agreement, which shall be effective on the date of the signature of the third party.
- III. **Program Administration:** It is understood that the College, County and Department shall be responsible for the direct supervision of their respective employees and that nothing in this Agreement shall be construed to interfere with the employer/employee relationship or the functioning of the College, County and Department herein named. In compliance with applicable law and State records guidelines, both parties will maintain documentation and/or records relevant to the program contemplated in this Agreement.
- IV. **Financial Responsibility:** The County assumes financial responsibility for the Program. The parties have established a budget as set forth in Exhibit 'A', which is incorporated herein by this reference.
- V. **Financial Agreement:** The County will pay the College a one-time fee of \$40,000.00 for the first completed paramedic training program. One half of the fee will be payable when the Paramedic Training program is half-complete and the remainder paid once the program has been completed. The College will be responsible for the Medical Program Course Director/Training Physician's salary of \$16,000.00 per cohort. The County shall reimburse the College for the Medical Program Course Director/Training Physician's costs.

The County will reimburse the Department for costs of the Program consistent with Exhibit 'A' that exceed the Assistance to Firefighters Grant Award.

- VI. Program Sponsorship:** The College shall be the sponsoring institution and, as such, the program will operate within the College's appropriate policies and procedures.
- VII. Program Approval:** The Program is approved through the Washington State Board for Community and Technical Colleges and the Washington State Department of Health. Accreditation is granted through the Commission on Accreditation of Allied Health Education Programs (CAAHEP).
- VIII. Responsibilities of the College:**
- A. Provide oversight in verifying that the instructional process is conducted according to all required educational standards set forth by CAAHEP and Washington State Department of Health.
  - B. Obtain concurrence from the Department and County on the selection of the person to be appointed as the Medical Program Course Director/Training Physician. The Medical Program Course Director will be a licensed physician under RCW 18.71, and must meet all requirements of a Medical Program Director as defined in WAC 246-976-920.
  - C. The Program will be operated within the parameters, policies, and procedures of the College. Students will receive all rights and privileges of College's students and will be subject to all College procedures and policies.
  - D. Provide instructional evaluation of program faculty per CAAHEP requirements. The process will include evaluative data collected from student evaluations, the Medical Program Director/Training Physician, Medical Services Officer, and the College Supervisor.
  - E. Per State Vocational requirements, the College will approve the Paramedic Lead Instructor and faculty as vocational instructor(s).
  - F. Issue Certificates of Completion in Paramedic Training, to students who are deemed as successfully completing the program by the Department in accordance with CAAHEP standards.
  - G. Provide campus classroom and storage space as available.
  - H. Access to College's simulation labs will be provided when available. Additional costs for any consumable supplies used and simulation lab staffing will be paid by College and billed to County for reimbursement.
  - I. Provide access to the College's CANVAS eLearning tool.



- J. Assist with application to CAAHEP for program accreditation within the following parameters:
  - i. Request accreditation services;
  - ii. Assist with self-study development;
  - iii. Assist with syllabi development; and
  - iv. Assist with required documentation to be kept by both College and Department.
- K. Assign College supervisor to provide program oversight.
- L. Establish invoicing procedures and policies.
- M. Facilitate meetings of the Advisory Committee, meeting State Board guidelines.
- N. Provide permanent repository for Program records.
- O. Maintain required student malpractice insurance when Program is running.

**IX. Responsibilities of the Department:**

- A. Provide the services of an EMS Captain who shall function as the Paramedic Training Program Director ("Program Director") and obtain concurrence from the College and County on selection of the person to be appointed as the Program Director. The Program Director will be a certified Paramedic, who has earned a bachelor's degree or higher from an accredited institution.
- B. Obtain concurrence from the College and County on selection of the person to be appointed as the Paramedic Lead Instructor. The Program Lead Instructor will be a certified Paramedic, who has earned an associate's degree or higher from an accredited institution, and will meet all requirements for vocational instructor certification as defined in WAC 131.16.070-095.
- C. The Program Director and Paramedic Lead Instructor will report directly to the Department's Medical Services Officer and will maintain their status as City of Bellingham employees while acting as the Program Director and Lead Instructor.

**Responsibilities of the Program Director:**

- i. *Class Schedule:* Along with the Program Lead Instructor, develop and implement the class schedule in order to ensure that all Program objectives are met. The class schedule shall be submitted to the Medical Services Officer (MSO), Medical Program Course Director/Training Physician, and College supervisor for approval.
- ii. Meet monthly with College supervisor to review course and student progress and to address Program instructional issues.

- iii. Meet weekly with the Department's MSO to review weekly class schedules, previous week accomplishments, discuss student progress, and other Program maintenance issues.
- iv. Review and obtain approval for all textbooks.
- v. *Select Adjunct Faculty:* Identify and obtain prior approval for all adjunct Program faculty from the Medical Program Course Director/Training Physician and the College supervisor. Curriculum Vitae for all adjunct faculty shall be provided to the College supervisor, as well as kept on file by the Program Director.
- vi. Serve as the Program liaison providing schedules and communication with all clinical sites.

*Responsibilities of the Paramedic Lead Instructor:*

- i. *Class Schedule:* Along with the Program Director, develop and implement the class schedule in order to ensure that all Program objectives are met. The class schedule shall be submitted to the Medical Services Officer (MSO), Medical Program Course Director/Training Physician, and College supervisor for approval.
  - ii. Meet monthly with College supervisor to review course and student progress and to address Program instructional issues.
  - iii. Meet weekly with the Department's MSO to review weekly class schedules, previous week accomplishments, discuss student progress, and other Program maintenance issues.
  - iv. Develop all quizzes and examinations based on the Program curriculum. All quizzes and examinations shall be reviewed and approved by the Medical Program Course Director/Training Physician prior to administration.
  - v. Review and obtain approval for all textbooks.
- D. Collaborate with the College in the development of the self-study for accreditation.
- E. Complete the first step of the admissions process by identifying approved student candidates.
- F. Facilitate clinical agreements between the College, the Department, and those sites participating in clinical oversight of the paramedic students.
- G. Develop, revise and maintain all curriculums in accordance with state and national standards. Department will provide College with syllabi and schedule of classes using appropriate College forms and procedures.
- H. Select Department sponsored students in the Program and provide College with appropriate admission and registration information and forms.

- I. Enroll Department sponsored students and maintain enrollment/completion records; provide copies to College.
  - J. Provide classroom and storage space as necessary.
  - K. Schedule all classes, field experience and training activities. Provide copies of schedules to College.
  - L. Provide space and equipment for the Program.
  - M. Collaborate with College on development of self-study for accreditation and provide information for accreditation application.
  - N. Complete Washington State Department of Health training program and course applications.
  - O. Maintain copies of Program records.
  - P. Provide required records and Program information to College for ongoing accreditation support.
  - Q. Participate on a regular basis, as a member of the advisory committee reviewing the Program's goals and progress, and make recommendations of needed changes, if any, to help insure its success.
- X. Responsibilities of the County:**
- A. Develop and maintain budget for the Program expenses. Provide financial support to College as outlined in Section IV and V herein, including reimbursing the college for the salary and benefit costs of the Medical Program Director.
  - B. Reimburse the College for all consumable expenses including simulation lab supplies and the cost of required personnel to set-up and operate simulation practice lab sessions.
  - C. Reimburse the College for the cost of the Student Liability and Malpractice Insurance.
  - D. Communicate with the College regarding the accreditation process and provide support as necessary.
  - E. Select County sponsored students in the Program and provide College with appropriate admission and registration information and forms.

- F. Enroll County sponsored students and maintain enrollment/completion records; provide copies to College.
- G. Provide required records and Program information to College for ongoing accreditation support.
- H. Participate on a regular basis, as a member of the advisory committee reviewing the Program's goals and progress, and make recommendations of needed changes, if any, to help insure its success.
- I. Reimburse the Department for costs of the Paramedic Training Program consistent with Exhibit 'A' that exceed the Assistance to Firefighters Grant Award.

**XI. EMT-Paramedic Program Admission Procedures:** The Program admission process will include two steps:

- i. Eligible Department and County employees, meeting admission requirements as set forth in RCW 18.71.205 and WAC 246.976.041, will be considered for the Program upon recommendation of the Department and County. Enrollment is not open to the public.
- ii. All students accepted for admission must have current Emergency Medical Technician (EMT) certification and a high school diploma or equivalent as per Washington State Department of Health (DOH) guidelines.

**XII. Program Administration Designees:**

College Supervisor: Julie Samms, Interim Dean, Bellingham Technical College, 3028 Lindbergh Ave., Bellingham, WA, 98225, (360) 752-8339, [jsamms@btc.edu](mailto:jsamms@btc.edu)

Department Coordinator: Kristi Clift, Administrative Services Manager, Bellingham Fire Department, 1800 Broadway, Bellingham, WA, 98225, (360) 778-8413, [kclift@cob.org](mailto:kclift@cob.org)

Whatcom County EMS: Mike Hilley, EMS Manager, 800 E. Chestnut, Suite 3C, Bellingham, WA 98225, (360) 927-1155, [Hhilley@co.whatcomwa.us](mailto:Hhilley@co.whatcomwa.us)

**XIII. Nondiscrimination:** There will be no discrimination against any participant covered under the Agreement because of race, color, religion, national origin, sex (including pregnancy and parenting status), disability, age, veteran status, sexual orientation, gender identity or expression, marital status or genetic information in programs or activities including employment, admissions, and educational programs

**XIV. Liability:** Each party to this Agreement will be responsible for the negligent or willful acts or omissions of its own employees, officers, volunteers or agents in the performance of this Agreement. Neither party will be considered the agent of the other



nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**XV. Term of the Agreement:** This is a limited duration agreement anticipated to end September 30, 2020 at which time the duties of the Course Program Director will be transferred to Bellingham Technical College and a new agreement will be entered into. Accordingly, on or about May 1, 2020, the parties to this Agreement shall meet to discuss this transition and negotiate in good faith toward a replacement agreement.

**XVI. Entire Agreement:** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

**Authority:** The parties represented and covenant that they are authorized to sign as authorized agents of their respective college/agency.

ACCEPTED, agreed, and signed as of the date first set forth below

**EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, for Bellingham Technical College:**

**Approved as to Form:**

\_\_\_\_\_  
Kimberly Perry, College President

\_\_\_\_\_  
Kerena Higgins, Assistant Attorney General  
Assigned to Bellingham Technical College

**EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, for City of Bellingham:**

**Department Approval:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Department Head

**Attest:**

**Approved as to Form:**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Office of the City Attorney

**EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, for Whatcom County:**

**Department Approval:**

---

Jack Louws, County Executive

---

Department Head

**Approved as to Form:**

---

Office of Prosecuting Attorney, Civil Division

## Exhibit 'A'

### Budget

EQUIPMENT/MATERIALS	
Equipment	\$717.08
Forms, Printing	\$150.76
Office Supplies	\$882.00
Food	\$288.50
Safety Clothing	\$1,716.29
Books, Subscriptions	\$11,347.96
Software	\$30.32
Misc.	\$1,748.68
<b>Total</b>	<b>\$16,881.59</b>
OTHER COSTS	
Other	\$1,734.30
Postage	\$141.70
Travel	\$13,966.91
<b>Total</b>	<b>\$15,842.91</b>
PROGRAM	
EMS Cap Training Coordinator	\$150,000.00
Program Instructors	\$17,808.34
Program Development	\$5,328.40
<b>Total</b>	<b>\$173,136.74</b>
CONTRACTED SERVICES	
Tuition - BTC (accreditation)	\$40,000.00
Medical Program Course Director	\$16,000.00
Instructors	\$17,839.75
Misc.	\$104.30
COAEMSP	\$2,950.00
Class Admin Asst.	\$30,825.00
<b>Total</b>	<b>\$107,719.05</b>
<b>Total for Class</b>	<b>\$313,580.29</b>



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-095

---

<b>File ID:</b>	AB2019-095	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/23/2019	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Office of the Clerk	<b>File Type:</b>	Discussion		

**First Assigned to:** Council Committee of the Whole-Executive Session

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### TITLE FOR AGENDA ITEM:

Discussion with Chief Civil Deputy Prosecutor Karen Frakes regarding a proposed ordinance amending Whatcom County Code 24.11, Drinking Water (AB2018-018)

[Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1) (i)]

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion with Chief Civil Deputy Prosecutor Karen Frakes regarding a proposed ordinance amending Whatcom County Code 24.11, Drinking Water (AB2018-018)

[Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1) (i)]

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:
01/29/2019	Council Committee of the Whole-Executive Session	DISCUSSED	

---

### Attachments:

**Final Action:**  
**Enactment Date:**  
**Enactment #:**







# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-007

---

<b>File ID:</b>	MIN2019-007	<b>Version:</b>	2	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/28/2019	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### TITLE FOR AGENDA ITEM:

Committee of the Whole for January 15, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** 2 Committee of the Whole January 15 2019.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

WHATCOM COUNTY COUNCIL  
Committee Of The Whole

January 15, 2019

**CALL TO ORDER**

Council Vice-Chair Todd Donovan called the meeting to order at 12:30 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu

**Absent:** None

**COMMITTEE DISCUSSION**

1. **AB2019-038 UPDATE FROM CHIEF CIVIL DEPUTY PROSECUTOR KAREN FRAKES REGARDING PENDING CASES INCLUDING: MORSE V. WHATCOM COUNTY, SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 18-2-07421-31; KORTLEVER, ET AL. V. WHATCOM COUNTY, US DISTRICT COURT FOR THE WESTERN DISTRICT OF WA CASE NO. 2:18-CV-00823-JLR; AND KAYSER, ET AL. V. WHATCOM COUNTY, ET AL., US DISTRICT COURT FOR THE WESTERN DISTRICT OF WA CASE NO. 2:18-CV-01492-JCC**

Attorneys Present: Karen Frakes and George Roche

Donovan stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.110 (1) (i). Executive session will conclude no later than 1:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

***Brenner moved*** to go into executive session until no later than 1:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Buchanan, Byrd, Donovan, Frazey, and Sidhu (6)

**Nays:** None (0)

**Absent:** Browne (out of the room) (1)

At 1:00 p.m., Donovan announced executive session is extended to 1:15 p.m.

At 1:15 p.m., Donovan announced executive session is extended to 1:25 p.m.

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1 **OTHER BUSINESS**

2  
3 **ADJOURN**

4  
5 The meeting adjourned at 1:25 p.m.

6  
7 The Council approved these minutes on \_\_\_\_\_ 2019.

8  
9 ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

10  
11  
12  
13  
14 \_\_\_\_\_  
15 Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

16  
17  
18  
19 \_\_\_\_\_  
20 Jill Nixon, Minutes Transcription





# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-008

---

File ID:	MIN2019-008	Version:	1	Status:	Agenda Ready
File Created:	01/28/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	02/12/2019	Next Mtg. Date:		Hearing Date:	

---

### TITLE FOR AGENDA ITEM:

Special Committee of the Whole (3PM) for January 15, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** 5 Special Committee of the Whole (3PM) January 15 2019.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

WHATCOM COUNTY COUNCIL  
Special Committee of the Whole

January 15, 2019

**CALL TO ORDER**

Council Chair Rud Browne called the meeting to order at 3:15 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

**Absent:** None.

**COMMITTEE DISCUSSION**

**1. AB2019-045 DISCUSSION REGARDING PRELIMINARY DRAFT COMPREHENSIVE PLAN AND ZONING CODE AMENDMENTS - CHERRY POINT**

Matt Aamot, Planning and Development Services Department, gave a staff report and answered questions.

Staff and councilmembers discussed the State Environmental Policy Act (SEPA) process; types of fossil fuels that are refined, unrefined, and identified in the ordinance; the timeline of Planning Commission review and Council adoption; and the history of the proposal.

**Donovan moved** to send his amended preliminary draft dated December, including tracked changes from the October version, to the Planning Commission with a 60-day deadline and to send to the Climate Impact Advisory Committee for input on what they might be able to do with SEPA language and greenhouse gas emissions.

The motion was seconded.

Councilmembers and staff continued to discuss transparency; identifying the Council's jurisdiction on various issues; the conditional use permit mechanism; and limiting the refinery from converting to a transshipment facility.

**Browne restated the motion** to send Councilmember Donovan's amended preliminary draft dated December, including tracked changes from the October version, to the Planning Commission.

The motion carried by the following vote:

**Ayes:** Buchanan, Donovan, Frazey, and Sidhu (4)

**Nays:** Byrd, Brenner (2)

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

**Abstains:** Browne (1)

## OTHER BUSINESS

There was no other business.

**ADJOURN**

The meeting adjourned at 4:27 p.m.

The Council approved these minutes on \_\_\_\_\_, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

Jill Nixon, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-009

---

File ID:	MIN2019-009	Version:	1	Status:	Agenda Ready
File Created:	01/28/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	02/12/2019	Next Mtg. Date:		Hearing Date:	

---

### TITLE FOR AGENDA ITEM:

Special Committee of the Whole (6:30PM) for January 15, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** 6 Special Committee of the Whole (630PM) January 15 2019.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

WHATCOM COUNTY COUNCIL  
Special Committee of the Whole

January 15, 2019

**CALL TO ORDER**

Council Chair Rud Browne called the meeting to order at 6:35 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

**Absent:** None.

**SPECIAL ORDER OF BUSINESS**

**1. AB2019-059 REORGANIZATION OF THE WHATCOM COUNTY COUNCIL FOR 2019**

Council Chairperson (Acts as Chair of the FCZD Board of Supervisors, as Council Rep. to Whatcom County Economic Development Investment Board and Legislative Rep to the Law Library Board of Trustees)

***Buchanan moved*** to nominate and appoint Browne.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

Council Vice-Chairperson

***Brenner moved*** to nominate and appoint Donovan.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

Executive Pro-Tempore

***Sidhu moved*** to nominate and appoint Buchanan.

The motion was seconded.

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1  
2 The motion carried by the following vote:

3 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

4 **Nays:** None (0)

5  
6 Criminal Justice and Public Safety Committee

7  
8 ***Brenner moved*** to nominate and appoint Buchanan, Byrd, and Frazey.

9  
10 The motion was seconded.

11  
12 The motion carried by the following vote:

13 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

14 **Nays:** None (0)

15  
16 Finance & Administrative Services Committee - Chair of Finance Committee will  
17 automatically act as Council Rep. to What-Comm Administrative Board

18  
19 ***Brenner moved*** to nominate and appoint Byrd, Frazey, and Sidhu.

20  
21 The motion was seconded.

22  
23 The motion carried by the following vote:

24 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

25 **Nays:** None (0)

26  
27 Planning & Development Committee

28  
29 ***Brenner moved*** to nominate and appoint Brenner, Byrd, and Donovan.

30  
31 The motion was seconded.

32  
33 The motion carried by the following vote:

34 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

35 **Nays:** None (0)

36  
37 Public Works and Health Committee

38  
39 ***Brenner moved*** to nominate and appoint Brenner, Buchanan, and Frazey.

40  
41 The motion was seconded.

42  
43 The motion carried by the following vote:

44 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

45 **Nays:** None (0)

46  
47 Natural Resources Committee

48  
49 ***Brenner moved*** to nominate and appoint Buchanan, Donovan, and Sidhu.

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1 The motion was seconded.

2  
3 The motion carried by the following vote:

4 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

5 **Nays:** None (0)

6  
7 Lake Whatcom Policy Group

8  
9 ***Brenner moved*** to nominate and appoint Donovan and Buchanan.

10  
11 The motion was seconded.

12  
13 The motion carried by the following vote:

14 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

15 **Nays:** None (0)

16  
17 Behavioral Health Advisory Committee

18  
19 ***Buchanan moved*** to nominate and appoint Brenner.

20  
21 The motion was seconded.

22  
23 The motion carried by the following vote:

24 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

25 **Nays:** None (0)

26  
27 Bellingham International Airport Advisory Committee

28  
29 ***Brenner moved*** to nominate and appoint Donovan.

30  
31 The motion was seconded.

32  
33 The motion carried by the following vote:

34 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

35 **Nays:** None (0)

36  
37 Bellingham Regional Chamber of Commerce

38  
39 ***Brenner moved*** to nominate and appoint Byrd.

40  
41 The motion was seconded.

42  
43 The motion carried by the following vote:

44 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

45 **Nays:** None (0)

46  
47 Business and Commerce Advisory Committee (non-voting)

48  
49 Donovan nominated Frazey.

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1 Byrd nominated Sidhu.

2  
3 Councilmembers Sidhu and Frazey explained why they wanted to serve on the  
4 advisory Committee

5  
6 The motion carried by the following vote:

7 **Frazey:** Brenner, Buchanan, Donovan, and Frazey (4)

8 **Sidhu:** Browne, Byrd, and Sidhu (3)

9  
10 Council of Governments (COG) - Full Council

11  
12 **Donovan moved** to nominate and appoint Frazey and Sidhu.

13  
14 The motion was seconded.

15  
16 The motion carried by the following vote:

17 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

18 **Nays:** None (0)

19  
20 Council of Governments (COG) - Executive Board and Transportation Policy Board

21  
22 **Donovan moved** to nominate and appoint Sidhu.

23  
24 The motion was seconded.

25  
26 The motion carried by the following vote:

27 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

28 **Nays:** None (0)

29  
30 Developmental Disabilities Board

31  
32 **Brenner moved** to nominate and appoint Donovan.

33  
34 The motion was seconded.

35  
36 The motion carried by the following vote:

37 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

38 **Nays:** None (0)

39  
40 Drayton Harbor & Portage Bay Shellfish Protection Districts

41  
42 **Brenner moved** to nominate and appoint Donovan.

43  
44 The motion was seconded.

45  
46 The motion carried by the following vote:

47 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

48 **Nays:** None (0)

49  
50 EMS Oversight Board



**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1  
2       ***Donovan moved*** to nominate and appoint Buchanan.  
3

4       The motion was seconded.  
5

6       The motion carried by the following vote:

7       **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

8       **Nays:**     None (0)  
9

10   EMS Oversight Board Alternate

11  
12       ***Sidhu moved*** to nominate and appoint Byrd.  
13

14       The motion was seconded.  
15

16       The motion carried by the following vote:

17       **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

18       **Nays:**     None (0)  
19

20   Flood Control Zone Committee (Ex Officio)

21  
22       ***Donovan moved*** to nominate and appoint Browne.  
23

24       The motion was seconded  
25

26       The motion carried by the following vote:

27       **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

28       **Nays:**     None (0)  
29

30   Incarceration Prevention and Reduction Task Force

31   -and-

32   Incarceration Prevention and Reduction Task Force Alternate

33  
34       ***Sidhu moved*** to nominate and appoint Buchanan as the representative and  
35       Donovan as the alternate.  
36

37       The motion was seconded.  
38

39       The motion carried by the following vote:

40       **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

41       **Nays:**     None (0)  
42  
43

44   Intergovernmental Tribal Relations Committee

45  
46       ***Sidhu moved*** to nominate and appoint Brenner and Frazey.  
47

48       The motion was seconded.  
49

50       The motion carried by the following vote:

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1       **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)  
2       **Nays:**     None (0)  
3

4       LEOFF Board  
5

6       ***Browne moved*** to nominate and appoint Buchanan.  
7

8       The motion was seconded.  
9

10      The motion carried by the following vote:

11      **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)  
12      **Nays:**     None (0)  
13

14      Local Emergency Planning Committee (LEPC)  
15

16      ***Brenner moved*** to nominate and appoint Byrd.  
17

18      The motion was seconded.  
19

20      The motion carried by the following vote:

21      **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)  
22      **Nays:**     None (0)  
23

24      Lummi Island Ferry Advisory Committee - Appoint ONE non-voting attendee  
25

26      ***Brenner moved*** to nominate and appoint Donovan.  
27

28      The motion was seconded.  
29

30      The motion carried by the following vote:

31      **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)  
32      **Nays:**     None (0)  
33

34      OPTIONAL: Lummi Island Ferry Advisory Committee Alternate  
35

36      The Committee did not appoint alternates to this committee.  
37

38      Marine Resources Committee  
39

40      ***Brenner moved*** to nominate and appoint Browne.  
41

42      The motion was seconded.  
43

44      The motion carried by the following vote:

45      **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)  
46      **Nays:**     None (0)  
47

48      North Sound Behavioral Health Executive Committee  
49

50      ***Sidhu moved*** to nominate and appoint Browne.

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1  
2 The motion was seconded.  
3

4 The motion carried by the following vote:

5 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

6 **Nays:** None (0)  
7

8 Northwest Clean Air Agency, Northwest Regional Council (NWRC), Opportunity Council, and  
9 Public Defense Advisory  
10

11 **Donovan moved** to nominate and appoint Sidhu to the Northwest Clean Air Agency,  
12 Frazey to the NWRC, Buchanan to the Opportunity Council, and Brenner to the Public  
13 Defense Advisory Committee.  
14

15 The motion was seconded.  
16

17 The motion carried by the following vote:

18 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

19 **Nays:** None (0)  
20

21 Public Health Advisory Board  
22

23 **Brenner moved** to nominate and appoint Buchanan.  
24

25 The motion was seconded.  
26

27 The motion carried by the following vote:

28 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

29 **Nays:** None (0)  
30

31 Reserve Officers Board of Trustees - (Appoint TWO)  
32

33 **Brenner moved** to nominate and appoint Brenner and Sidhu.  
34

35 The motion was seconded.  
36

37 The motion carried by the following vote:

38 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

39 **Nays:** None (0)  
40

41 Solid Waste Advisory Committee  
42

43 **Sidhu moved** to nominate and appoint Brenner.  
44

45 The motion was seconded.  
46

47 The motion carried by the following vote:

48 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

49 **Nays:** None (0)  
50

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

Washington State Association of Counties (WSAC) Alternate Board Member

**Brenner moved** to nominate and appoint Browne.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

WSAC Legislative Steering Committee

**Browne moved** to nominate and appoint Browne.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

Whatcom Transportation Authority

**Sidhu moved** to nominate and appoint Sidhu.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

**OTHER BUSINESS**

There was no other business.

**ADJOURN**

The meeting adjourned at 7:00 p.m.

The Council approved these minutes on \_\_\_\_\_, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair



DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1  
2  
3  
4

---

Jill Nixon, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-010

---

File ID:	MIN2019-010	Version:	1	Status:	Agenda Ready
File Created:	01/28/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		

First Assigned to: Council

Agenda Date:	02/12/2019	Next Mtg. Date:	Hearing Date:
--------------	------------	-----------------	---------------

---

### TITLE FOR AGENDA ITEM:

Regular County Council for January 15, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:

---

Attachments: 7 County Council January 15 2019.pdf

Final Action:  
Enactment Date:  
Enactment #:

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

WHATCOM COUNTY COUNCIL  
**Regular County Council Meeting**

January 15, 2019

**CALL TO ORDER**

Council Chair Rud Browne called the meeting to order at 7:05 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

**Absent:** None.

**FLAG SALUTE**

**ANNOUNCEMENTS**

**SPECIAL ORDER OF BUSINESS**

**1. AB2019-054 APPROVAL OF SPECIAL STANDING MEETING DATES FOR 2019**

***Donovan moved*** to approve the meeting dates.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

Nays: None (0)

**MINUTES CONSENT**

***Donovan moved*** to approve the Minutes Consent items, including the substitute page for item three.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1. MIN2019-001 SPECIAL COMMITTEE OF THE WHOLE (AM) FOR DECEMBER 4, 2018
2. MIN2019-002 COMMITTEE OF THE WHOLE FOR DECEMBER 4, 2018
3. MIN2019-003 SPECIAL COMMITTEE OF THE WHOLE (PM) FOR DECEMBER 4, 2018
4. MIN2019-004 COUNTY COUNCIL FOR DECEMBER 4, 2018

#### **PUBLIC HEARINGS**

1. **AB2019-039 ORDINANCE ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 17, FLOOD DAMAGE PREVENTION**

Browne opened the public hearing, and hearing none, closed the public hearing.

***Buchanan moved*** to adopt the ordinance.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

2. **AB2019-042 ORDINANCE AMENDING WHATCOM COUNTY CODE 16.20, WHATCOM COUNTY SHELLFISH PROTECTION DISTRICTS**

Browne opened the public hearing, and hearing none, closed the public hearing.

***Brenner moved*** to adopt the ordinance.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

#### **OPEN SESSION**

The following people spoke opposed to AB2019-064, the proposed ordinance imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point UGA and on AB2019-045, preliminary draft Comprehensive Plan and Zoning Code amendments - Cherry Point:

- Kent Murray
- Todd Tayler, Plumbers and Steamfitters Local 26 of Western Washington Business Manager and Northwest Washington Building Trade Executive Secretary



**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

- Trevor Smith
- Rod Roth, Local 292 Business Agent
- Hannah Holt
- Darryl Stuttlefeld
- Judy Wilson
- Stacy Martin, Laborer's Local 292 Business Manager, submitted handouts (*on file*)
- Chris (*Inaudible*), Ironworkers Local 86 Business Agent
- Bob Gay, International Brotherhood of Local Electrical Workers 191 Representative
- Adam Bonham
- Miguel Edmondson
- (*Inaudible*) Russ
- (*Inaudible*)
- Paul Salis
- Phillip Morgan
- Adam Lambe
- Andrew Avila

The following people spoke in favor of AB2019-064, the proposed ordinance imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point UGA and on AB2019-045, preliminary draft Comprehensive Plan and Zoning Code amendments - Cherry Point:

- Alex Ramel
- Eddy Ury, ReSources for Sustainable Communities Program Manager

The following people spoke on other issues:

- Dana Briggs spoke about climate change science and concerns.
- Joy Gilfilen, Restorative Community Coalition, submitted handouts (*on file*) and spoke on AB2019-057, Appointment to fill vacancies on the Incarceration Prevention and Reduction Task; AB2019-041, the ordinance amending Whatcom County Code 2.46, Incarceration Prevention and Reduction Task Force, and repealing Whatcom County Code 2.19, Law and Justice Council, and; and AB2019-043 Ordinance repealing and replacing Whatcom County Code 1.28, Standards for Correctional Facilities
- Patrick Alesse spoke about the environment and economy working together

#### **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

Sidhu spoke about a meeting on January 8, 2019 and praised Natural Resources Division Manager Gary Stoyka, leader of the staff team.

#### **CONSENT AGENDA**

(From Finance and Administrative Services Committee)

***Sidhu moved*** to approve Consent Agenda items one through nine.

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1. **AB2019-001 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND PIONEER HUMAN SERVICES TO INCREASE FUNDING BY \$85,527 FOR THE OPERATION OF CITY GATE, A PERMANENT, SUPPORTIVE HOUSING PROGRAM FOR HOMELESS INDIVIDUALS FOR A TOTAL CONTRACT AMOUNT OF \$456,939**

*Sidhu moved* to approve the request.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

2. **AB2019-004 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND MICHAEL BOBBINK FOR HEARING EXAMINER SERVICES**

*Sidhu moved* to approve the request.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

3. **AB2019-007 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE WHATCOM COUNCIL ON AGING TO STAFF AND OPERATE THE BELLINGHAM SENIOR ACTIVITY CENTER IN THE AMOUNT OF \$123,748**

*Sidhu moved* to approve the request.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

*Sidhu moved* to approve Consent Agenda items four through nine.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

4. **AB2019-010 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND OPPORTUNITY**

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

- 1 COUNCIL TO FUND OPERATING COSTS AND LEASING SPECIALIST SERVICES  
2 TO SUPPORT THE FEDERAL SPONSOR BASED RENTAL ASSISTANCE  
3 PROGRAM, IN THE AMOUNT OF \$69,490  
4
- 5 5. AB2019-014 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO  
6 ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY  
7 AND THE CITY OF BLAINE TO STAFF AND OPERATE THE BLAINE SENIOR  
8 ACTIVITY CENTER IN THE AMOUNT OF \$123,748  
9
- 10 6. AB2019-015 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO  
11 ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY  
12 AND THE CITY OF LYNDEN TO STAFF AND OPERATE THE LYNDEN SENIOR  
13 ACTIVITY CENTER IN THE AMOUNT OF \$123,748  
14
- 15 7. AB2019-016 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO  
16 ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE JET  
17 OLDSTERS OF FERNDAL TO STAFF AND OPERATE THE FERNDAL SENIOR  
18 ACTIVITY CENTER IN THE AMOUNT OF \$123,748  
19
- 20 8. AB2019-017 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO  
21 ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND DANIEL A.  
22 SWEDLOW, SUMMIT LAW GROUP, TO PROVIDE LEGAL SERVICES FOR  
23 MATTERS RELATED TO COLLECTIVE BARGAINING, IN THE AMOUNT OF  
24 \$300/HOUR TO A MAXIMUM OF \$35,000 ANNUALLY THROUGH DECEMBER  
25 31, 2020.  
26
- 27 9. AB2019-019 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO  
28 ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE JET  
29 OLDSTERS ASSOCIATION OF FERNDAL TO PROVIDE CUSTODIAL SERVICES  
30 AND SUPERVISION FOR PUBLIC RENTALS AT THE FERNDAL SENIOR  
31 CENTER IN EXCHANGE FOR REIMBURSEMENT OF 75% OF FERNDAL  
32 SENIOR ACTIVITY CENTER RENTAL FEES.  
33

#### 34 OTHER ITEMS

35  
36  
37 (From Council Finance and Administrative Services Committee)  
38

- 39 1. AB2019-008 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO  
40 ENTER INTO AN INTERAGENCY AGREEMENT BETWEEN WHATCOM COUNTY  
41 AND WASHINGTON STATE DEPARTMENT OF HEALTH TO OUTLINE A JOINT  
42 PLAN OF RESPONSIBILITY WHICH DELINEATES THE RESPONSIBILITIES  
43 FOR THE REGULATION OF PUBLIC WATER SYSTEMS  
44

45 *Sidhu moved* to approve the request.

46  
47 The motion was seconded.

48  
49 The motion carried by the following vote:

50 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1        **Nays:**        None (0)

- 2  
3    2.    **AB2019-009 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**  
4        **ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY**  
5        **AND WASHINGTON STATE HEALTH CARE AUTHORITY TO SUPPORT**  
6        **MEDICAID RELATED OUTREACH AND LINKAGE ACTIVITIES PERFORMED BY**  
7        **THE HEALTH DEPARTMENT TO WASHINGTON STATE RESIDENTS WHO LIVE**  
8        **WITHIN WHATCOM COUNTY**

9  
10       ***Sidhu moved*** to approve the request.

11  
12       The motion was seconded.

13  
14       The motion carried by the following vote:

15       **Ayes:**        Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

16       **Nays:**        None (0)

- 17  
18    3.    **AB2019-011 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**  
19        **ENTER INTO A RESTATED INTERLOCAL AGREEMENT BETWEEN WHATCOM**  
20        **COUNTY AND NORTH SOUND BEHAVIORAL HEALTH ADMINISTRATIVE**  
21        **SERVICES ORGANIZATION AND FOUR OTHER COUNTIES WITHIN OUR**  
22        **REGION TO OPERATE AS A REGIONAL BEHAVIORAL HEALTH**  
23        **ADMINISTRATIVE SERVICES ORGANIZATION UNDER THE REQUIREMENTS**  
24        **ESTABLISHED BY THE WASHINGTON STATE HEALTH CARE AUTHORITY**

25  
26       ***Sidhu moved*** to approve the request.

27  
28       The motion was seconded.

29  
30       The motion carried by the following vote:

31       **Ayes:**        Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

32       **Nays:**        None (0)

- 33  
34    4.    **AB2019-030 RESOLUTION TO SET PUBLIC HEARING TO SELL TAX-TITLE**  
35        **PROPERTY BY PUBLIC AUCTION**

36  
37       ***Sidhu moved*** to approve the resolution.

38  
39       The motion was seconded.

40  
41       The motion carried by the following vote:

42       **Ayes:**        Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

43       **Nays:**        None (0)

- 44  
45    5.    **AB2019-046 ORDINANCE AMENDING WHATCOM COUNTY CODE (WCC)**  
46        **CHAPTER 2.78, SOLID WASTE ADVISORY COMMITTEE**

47  
48       ***Sidhu moved*** to adopt the substitute ordinance.

49  
50       The motion was seconded.



**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

Councilmembers discussed the membership.

**Buchanan moved** to amend section .030 to reduce the number of public interest group representatives from two to one, for a total of 11 members with the addition of the agricultural representative.

The motion was seconded.

The motion to amend carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

The motion to adopt as amended carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

**6. AB2019-067 ORDINANCE AMENDING WHATCOM COUNTY CODE 2.03, BOARDS AND COMMISSIONS**

**Sidhu moved** to adopt the ordinance.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

(From Council Criminal Justice and Public Safety Committee)

**7. AB2019-041 ORDINANCE AMENDING WHATCOM COUNTY CODE 2.46, INCARCERATION PREVENTION AND REDUCTION TASK FORCE, AND REPEALING WHATCOM COUNTY CODE 2.19, LAW AND JUSTICE COUNCIL**

**Buchanan moved** to adopt the ordinance.

**Buchanan moved** to amend to add positions for Bellingham Municipal Court Administrator and a municipal court representative from the small cities.

The motion was seconded.

The motion to amend carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

The motion to adopt as amended carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1   **8.     AB2019-043 ORDINANCE REPEALING AND REPLACING WHATCOM COUNTY**  
2   **CODE 1.28, STANDARDS FOR CORRECTIONAL FACILITIES**

3  
4       This item was held in committee.

5  
6       (From Council Planning and Development Committee)

7  
8   **9.     AB2019-002 RESOLUTION AMENDING THE 2018 DOCKET OF PROPOSED**  
9   **COMPREHENSIVE PLAN AND DEVELOPMENT REGULATION AMENDMENTS BY**  
10  **ADDING PROPOSED CHANGES RELATING TO DRINKING WATER**

11  
12       *Byrd moved* to approve the resolution.

13  
14       The motion carried by the following vote:

15       **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

16       **Nays:**     None (0)

17  
18       (No Committee Assignment Finance and Administrative Services Committee)

19  
20  **10.    AB2019-003 REQUEST APPROVAL OF THE ECONOMIC DEVELOPMENT**  
21  **INVESTMENT (EDI) BOARD'S RECOMMENDATION FOR FUNDING OF THE**  
22  **PORT OF BELLINGHAM'S FUND REQUEST FOR A LOAN OF \$166,666.67 AND**  
23  **GRANT OF \$83,333.33 FOR THE WALSH MARINE BUILDING PROJECT**

24  
25       *Buchanan moved* to approve the request.

26  
27       The motion was seconded.

28  
29       The motion carried by the following vote:

30       **Ayes:**     Brenner, Browne, Buchanan, Byrd, Frazey, and Sidhu (6)

31       **Nays:**     None (0)

32       **Abstains:**   Donovan (1)

33  
34  
35  **COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

36  
37  **1.     AB2019-047 APPOINTMENT TO FILL VACANCY ON THE NORTH LYNDEN**  
38  **WATERSHED IMPROVEMENT DISTRICT BOARD OF DIRECTORS, PARTIAL**  
39  **TERM THROUGH DECEMBER 2019. APPLICANT: KEVIN ENGELSMA**

40  
41       *Brenner moved* to appoint Kevin Engelsma.

42  
43       The motion was seconded.

44  
45       The motion carried by the following vote:

46       **Ayes:**     Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

47       **Nays:**     None (0)

48  
49  **2.     AB2019-050 APPOINTMENT TO FILL VACANCIES ON THE BIRCH BAY**  
50  **WATERSHED AQUATIC RESOURCES MANAGEMENT ADVISORY COMMITTEE -**

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

**2 VACANCIES, 4 YEAR TERMS - APPLICANTS: PATRICK ALESSE, JONATHAN HALL, SANDRA LAHN, STEVEN ROY; APPOINTMENTS MADE BY THE WHATCOM COUNTY COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE BOARD OF SUPERVISORS**

Brenner nominated Patrick Alesse and Sandra Lahn.

Sidhu nominated Jonathan Hall and Steven Roy.

Browne voted for Alesse and Lahn.

Frazey voted for Alesse and Lahn.

Brenner voted for Alesse and Lahn.

Byrd voted for Alesse and Lahn.

Sidhu voted for Alesse and Roy.

Donovan voted for Alesse and Lahn.

Buchanan voted for Alesse and Lahn.

The Council appointed Patrick Alesse and Sandra Lahn.

**3. AB2019-052 APPOINTMENTS TO FILL VACANCIES ON THE FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE - APPLICANTS: DALE BLOK, RON BRONSEMA, KYLE CHRISTENSEN, SCOTT HULSE - WHATCOM COUNTY COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE BOARD OF SUPERVISORS**

This item was withdrawn from the agenda.

**4. AB2019-053 APPOINTMENT TO FILL VACANCIES ON SUMAS/EVERSON/NOOKSACK FLOOD CONTROL SUB-ZONE ADVISORY COMMITTEE - APPLICANT: KYLE CHRISTENSEN- WHATCOM COUNTY COUNCIL ACTING AS WHATCOM COUNTY FLOOD CONTROL ZONE BOARD OF SUPERVISORS**

*Sidhu moved* to appoint Kyle Christensen by acclamation.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

**5. AB2019-055 APPOINTMENTS TO FILL VACANCIES ON THE WHATCOM COUNTY BOARD OF EQUALIZATION - APPLICANTS: WES VANDEMARK, DAVID SIMPSON, SONJA MERK, TAMMY VALENTI**

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

**Donovan moved** to appoint by acclamation:

- Wes VanDeMark to District 1
- David Simpson to District 3
- Tammy Valenti to District 5
- Sonja Merk to District 4, partial term

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

**6. AB2019-056 APPOINTMENTS TO THE HORTICULTURE PEST AND DISEASE BOARD - APPLICANTS: MELISSA BEDLINGTON-KLEINDEL, ALLEN BROWN**

**Brenner moved** to appoint by acclamation Melissa Bedlington-Kleindel and Allen Brown.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

**7. AB2019-057 APPOINTMENT TO FILL VACANCIES ON THE INCARCERATION PREVENTION AND REDUCTION TASK FORCE - 2 VACANCIES REPRESENTING CONCERNED CITIZENS - PARTIAL TERMS ENDING 1/31/2020, AND ONE ENDING 1/31/2022: APPLICANTS: ARLENE FELD, HEATHER FLAHERTY, ERIN FORTENBERRY, EVAN FREEDMAN, DAVID GOLDMAN, JEFF HINDMAN, HOLLIE HUTHMAN, BARRY MACHALE**

Sidhu nominated all appicants.

Browne voted for Flaherty and Freedman.

Frazey voted for Feld and Flaherty.

Brenner voted for Feld and Flaherty.

Byrd voted for Feld and Flaherty.

Sidhu voted for Feld and Flaherty.

Donovan voted for Feld and Flaherty.

Buchanan voted for Feld and Flaherty.

The Council appointed Heather Flaherty and Arlene Fed.



**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1 Browne stated that Heather Flaherty received the most votes, and would be  
2 appointed to the position expiring January 2022.

3  
4 ***The Council concurred.***

5  
6 **8. AB2019-058 APPOINTMENT TO FILL VACANCIES ON THE LUMMI ISLAND**  
7 **FERRY ADVISORY COMMITTEE - APPLICANTS: CHARLES BAILEY, RHAYME**  
8 **BLAKE, JUDY OLSEN**

9  
10 ***Donovan moved*** to appoint by acclamation to the open resident/property owner  
11 positions:

- 12 • Charles Bailey
- 13 • Rhayma Blake
- 14 • Judy Olsen

15  
16 The motion was seconded.

17  
18 The motion carried by the following vote:

19 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

20 **Nays:** None (0)

21  
22 **9. AB2019-060 APPOINTMENT TO FILL VACANCIES ON THE NOXIOUS WEED**  
23 **CONTROL BOARD - APPLICANTS: PATRICIA LENSSEN AND L. ALAN YODER**

24  
25 ***Brenner moved*** to appoint by acclamation Patricia Lennssen to District 5 and L.  
26 Alan Yoder to District 2.

27  
28 The motion was seconded.

29  
30 The motion carried by the following vote:

31 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

32 **Nays:** None (0)

33  
34 **10. AB2019-061 APPOINTMENTS TO FILL VACANCY ON WHATCOM COUNTY**  
35 **PLANNING COMMISSION - APPLICANTS: WILLIAM DOMINIC MOCERI,**  
36 **JAMES MARKARIAN**

37  
38 Buchanan nominated all applicants.

39  
40 Browne voted for Mocerri.

41  
42 Frazey voted for Mocerri.

43  
44 Brenner voted for Mocerri.

45  
46 Byrd voted for Markarian.

47  
48 Sidhu voted for Markarian.

49  
50 Donovan voted for Mocerri.

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

Buchanan voted for Mocerì.

The Council appointed William Dominic Mocerì.

**11. AB2019-063 APPOINTMENT TO FILL VACANCIES ON THE WHATCOM COUNTY SOLID WASTE ADVISORY COMMITTEE - APPLICANT - LISA FRIEND**

*Sidhu moved* to appoint by acclamation Lisa Friend to the citizen position.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

**12. AB2019-065 APPOINTMENTS TO FILL VACANCIES ON THE SURFACE MINING ADVISORY COMMITTEE - APPLICANTS: BRENT COWDEN, RYAN DEVRIES, DUSTIN GLEAVES**

*Sidhu moved* to appoint by acclamation the following positions:

- Ryan Devries and Brent Cowden to represent the surfacing mining industry
- Dustin Gleaves as an ecologist

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

**INTRODUCTION ITEMS**

Byrd removed item six.

**2. AB2019-021 ORDINANCE GRANTING DEER CREEK WATER ASSOCIATION A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF WATER SERVICES**

Brenner withdrew item two.

Schroeder gave a staff report and answered questions about the franchise agreement process and recent water association issues.

*Byrd moved* to accept Introduction Items two through five, seven, and eight.

The motion was seconded.

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

1. **AB2019-018 ORDINANCE ADOPTING VARIOUS MINOR AMENDMENTS TO WHATCOM COUNTY CODE TITLES 20 (ZONING), 21 (LAND DIVISION REGULATIONS), AND 22 (LAND USE AND DEVELOPMENT PROCEDURES), MAKING CORRECTIONS, UPDATES, AND CLARIFICATIONS**
3. **AB2019-033 ORDINANCE AMENDING THE 2019-2020 WHATCOM COUNTY BUDGET, REQUEST NO. 1, IN THE AMOUNT OF \$778,500**
4. **AB2019-036 ORDINANCE AMENDING WHATCOM COUNTY CODE 2.108, BELLINGHAM-WHATCOM COUNTY COMMISSION AGAINST DOMESTIC VIOLENCE, EXPANDING THE SCOPE OF THE COMMISSION AND REFERRING TO INTERLOCAL AGREEMENT WITH THE CITY OF BELLINGHAM**
5. **AB2019-040 ORDINANCE AMENDING WHATCOM COUNTY CODE CHAPTER 2.128, BUSINESS AND COMMERCE ADVISORY COMMITTEE, TO ADD ONE ADDITIONAL MEMBER**
6. **AB2019-064 ORDINANCE IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR NEW OR EXPANDED FACILITIES IN THE CHERRY POINT UGA, THE PRIMARY PURPOSE OF WHICH WOULD BE THE SHIPMENT OF UNREFINED FOSSIL FUELS NOT TO BE PROCESSED AT CHERRY POINT**

*Donovan moved* to accept the Introduction Item.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

**Nays:** Brenner and Byrd (0)

7. **AB2019-034 RESOLUTION AMENDING THE 2019 FLOOD CONTROL ZONE DISTRICT AND SUBZONES BUDGET, REQUEST NO. 1, IN THE AMOUNT OF \$35,000 (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS)**
8. **AB2019-032 RESOLUTION TO SELL TAX-TITLE PROPERTY BY PUBLIC AUCTION**

#### **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

Committee chairs reported on committee discussions.

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1 Buchanan reported on the State Senate 40th District vacancy and appointment  
2 process. The Council needs to appoint a contact person for the process.  
3

4 **Brenner moved** to appoint Barry Buchanan as the contact person for the  
5 appointment process.  
6

7 The motion was seconded.  
8

9 The motion carried by the following vote:

10 **Ayes:** Brenner, Buchanan, Byrd, Donovan, Frazey, and Sidhu (6)

11 **Nays:** None (0)

12 **Abstains:** Browne (1)  
13

14 Councilmembers gave updates on recent activities and upcoming events.  
15  
16

17 **ADJOURN**  
18

19 The meeting adjourned at 8:55 p.m.  
20

21 The County Council approved these minutes on \_\_\_\_\_, 2019.  
22  
23

24 ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

25  
26  
27  
28  
29 \_\_\_\_\_  
30 Dana Brown-Davis, Council Clerk  
31  
32  
33  
34 \_\_\_\_\_  
35 Jill Nixon, Minutes Transcription

\_\_\_\_\_  
Rud Browne, Council Chair





# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-011

---

<b>File ID:</b>	MIN2019-011	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/05/2019	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### TITLE FOR AGENDA ITEM:

Regular County Council for January 29, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:

---

**Attachments:** County Council January 29 2019.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

**WHATCOM COUNTY COUNCIL**  
Regular County Council Meeting

January 29, 2019

**CALL TO ORDER**

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

**Absent:** None.

**FLAG SALUTE**

**ANNOUNCEMENTS**

**COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

Buchanan reported on a young adult offender program and the joint meeting to select the replacement for the State Senate 40<sup>th</sup> District seat on Tuesday, February 5 at the Skagit County Commissioner meeting room.

**PUBLIC HEARINGS**

**1. AB2019-032 RESOLUTION TO SELL TAX-TITLE PROPERTY BY PUBLIC AUCTION**

Browne opened the public hearing, and hearing no one, closed the public hearing.

***Brenner moved*** to approve the resolution.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

**2. AB2019-064 ORDINANCE IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR NEW OR EXPANDED FACILITIES IN THE CHERRY POINT UGA, THE PRIMARY PURPOSE OF WHICH WOULD BE THE SHIPMENT OF UNREFINED FOSSIL FUELS NOT TO BE PROCESSED AT CHERRY POINT**

Browne opened the public hearing, and the following people spoke:

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1 Dena Jenson spoke about reducing consumption of fossil fuels. Approve the  
2 moratorium.

3  
4 Sandy Robson spoke about approving the moratorium and developing protections for  
5 Cherry Point.

6  
7 Todd Mitchell, Washington State Building and Construction Trades Council, spoke  
8 about proposed amendments to the Comprehensive Plan for Cherry Point that will prevent  
9 businesses from operating successfully.

10  
11 Steve Garey spoke about extending the moratorium and the proposed amendments  
12 to the Comprehensive Plan for Cherry Point. Ensure the safest and cleanest production from  
13 the industries at Cherry Point.

14  
15 Todd Tayler, Plumbers and Pipefitters Local 26 Business Manager, spoke about the  
16 proposed amendments to the Comprehensive Plan for Cherry Point and stated do not  
17 approve the moratorium.

18  
19 Lane McElvoy spoke against the moratorium and its impact on local jobs.

20  
21 Max Perry spoke about the resolution for resources and funding to allow Cascadia  
22 Law Group related to legal ways the County may choose to limit the negative impacts on  
23 public safety, transportation, the economy, and environment from crude oil, coal, liquefied  
24 petroleum gases, and natural gas transshipments from the Cherry Point UGA.

25  
26 Joe Wilson, Peterson Brothers Vice-President, spoke about the number of support  
27 industries that support the businesses at Cherry Point and the lost jobs that will result from  
28 the moratorium.

29  
30 Jim Ace spoke in support of the moratorium.

31  
32 Ronald Colson, Sierra Club Mt. Baker, spoke in support of the moratorium. The  
33 Sierra Club supports existing production at Cherry Point, but there's no need to increase  
34 capacity.

35  
36 Shiloh Britt spoke in support of the moratorium to keep Whatcom County safe and  
37 healthy.

38  
39 Warren Sheay spoke about prioritizing safety over profits and jobs.

40  
41 Erin Strang, Phillips 66 Environmental Specialist, spoke against the moratorium, as  
42 it's unfair to Whatcom County businesses and about proposed amendments to the  
43 Comprehensive Plan.

44  
45 Jean Carmean spoke in support of the moratorium for environmental protection.

46  
47 Tom Beck spoke against the moratorium because it will hurt jobs.

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1 Alex Ramel spoke in support of the moratorium and about the resolution for  
2 resources and funding to allow Cascadia Law Group related to legal ways the County may  
3 choose to limit the negative impacts on public safety, transportation, the economy, and  
4 environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments  
5 from the Cherry Point UGA. He supports existing production at Cherry Point, but not  
6 expansion.

7  
8 Omar Favela stated he is against the moratorium and proposed changes to the  
9 Comprehensive Plan because of the resulting loss of jobs and tax benefits to the community  
10 from the industry.

11  
12 Jane Bright stated she supports the moratorium and is opposed to expanding the  
13 industry.

14  
15 Jack McBride stated he supports the moratorium and the resolution for resources and  
16 funding to allow Cascadia Law Group related to legal ways the County may choose to limit  
17 the negative impacts on public safety, transportation, the economy, and environment from  
18 crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry  
19 Point UGA.

20  
21 Jayne Freudenberger spoke in support of the moratorium due to environmental  
22 protection.

23  
24 David Kershner stated he supports the moratorium for environmental and public  
25 health protection.

26  
27 Dirk Vermeeren stated he supports the moratorium and the proposed amendments  
28 to the Comprehensive Plan.

29  
30 Cheyenne Henrichsen stated she supports the moratorium and renewable resources.

31  
32 Abe Jacobson stated he supports the moratorium and the proposed amendments to  
33 the Comprehensive Plan to allow additional time and information to prepare for the future.

34  
35 Gabby Brown stated she supports the moratorium.

36  
37 Paula Rotondi stated she supports the moratorium because it benefits everyone who  
38 lives in Whatcom County and will mitigate climate change problems.

39  
40 Jeff Ten Pas, BAI Environmental Services, stated he is opposed the moratorium and  
41 the proposed amendments to the Comprehensive Plan to protect local industries and jobs.

42  
43 Sandy Lawrence stated he supports the moratorium to protect against problems from  
44 climate change.

45  
46 Barry Wenger stated he supports the moratorium. Keep the process transparent.

47  
48 Virginia Malmquist stated she supports the moratorium to protect the environment.



**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1 Debbie Cantrell stated she supports the moratorium due to climate change problems  
2 and increased health problems.

3  
4 Mike Sennett stated he supports the proposed moratorium to mitigate negative  
5 impacts to the environment and to health.

6  
7 Pete Romero stated he is opposed to the moratorium, and the current regulations  
8 are enough.

9  
10 Joe Murphy stated he is opposed to the moratorium due to the impact to investors  
11 who may want to upgrade.

12  
13 Antonio Machado stated he is opposed to the moratorium and the proposed changes  
14 to the Comprehensive Plan because additional restrictions are unnecessary and because  
15 they must protect jobs.

16  
17 Katie Dexter stated she supports the moratorium to protect against problem from  
18 climate change.

19  
20 Andronetta Douglass stated she supports the moratorium and the proposed  
21 amendments to the Comprehensive Plan due to climate change problems.

22  
23 Natalie McClendon stated she supports the moratorium and the proposed  
24 amendments to the Comprehensive Plan in favor of renewable energy.

25  
26 Robin Dexter stated he supports the moratorium, the proposed amendments to the  
27 Comprehensive Plan, and the resolution for resources and funding to allow Cascadia Law  
28 Group related to legal ways the County may choose to limit the negative impacts on public  
29 safety, transportation, the economy, and environment from crude oil, coal, liquefied  
30 petroleum gases, and natural gas transshipments from the Cherry Point UGA.

31  
32 Jim Verburg spoke against the moratorium and the Comprehensive Plan  
33 amendments, because the current regulations are enough.

34  
35 Pam Brady, BP Cherry Point Refinery, stated the company is opposed to the  
36 moratorium and the proposed amendments to the Comprehensive Plan. The restrictions are  
37 unwarranted, and infrastructure maintenance permits will not be issued.

38  
39 Holli Johnson, Western States Petroleum Association, stated they are opposed to the  
40 moratorium, which will impact existing businesses.

41  
42 Sean Kaylor stated he is opposed to the moratorium and the proposed amendments  
43 to the Comprehensive Plan to protect the industry and jobs.

44  
45 Pat Simons stated he is opposed to the moratorium and the proposed amendments  
46 to the Comprehensive Plan to protect the industry and jobs.

47  
48 Rob Hutchison stated he is opposed to the moratorium and the proposed  
49 amendments to the Comprehensive Plan to protect the industry and jobs.

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1  
2 Michael Kirshenbaum stated he supports the moratorium to protect health and the  
3 environment. The Council should take their time to get the final regulations right.  
4

5 Chad Butenschoen stated he is opposed to the moratorium to protect the industry  
6 and the environment, which will be endangered if the facility isn't allowed to evolve.  
7

8 Terry Montonye submitted and read from a handout and stated he supports a  
9 process to restore local fisheries.  
10

11 Michelle Gitts stated she is opposed to the moratorium because they must protect  
12 jobs and because additional regulations are unnecessary.  
13

14 Brooks Tarter stated she is opposed to the moratorium because they must protect  
15 jobs and because additional regulations are unnecessary.  
16

17 Mike Llewellyn stated he is opposed to the moratorium and changes to the  
18 Comprehensive plan because they must protect jobs. The Council must be transparent.  
19

20 Trevor Smith stated he is opposed to the moratorium and changes to the  
21 Comprehensive plan because they must protect jobs. There must be transparency and  
22 everyone must be heard.  
23

24 Michael Petrish stated he is opposed to the moratorium and changes to the  
25 Comprehensive plan because they must protect jobs.  
26

27 Michael Galleyos stated he is opposed to the moratorium and changes to the  
28 Comprehensive plan because they must protect jobs. There must be transparency.  
29

30 Hanna Holt stated she is opposed to the moratorium because they must protect jobs.  
31

32 Miguel Perry, Pacific Northwest Region of Carpenters, stated he is opposed to the  
33 moratorium and changes to the Comprehensive plan because the regulations are  
34 unnecessary and everyone uses petroleum products.  
35

36 Andrew Gamble stated he is opposed to the moratorium and changes to the  
37 Comprehensive plan because they must protect jobs.  
38

39 Bob Gay, Electrical Workers Union Local 191, stated he is opposed to the moratorium  
40 and changes to the Comprehensive plan because they must protect jobs.  
41

42 Kathy Sabel spoke about the discussion of the ordinance by the Climate Impact  
43 Advisory Committee.  
44

45 Eddy Ury, ReSources for Sustainable Communities, stated he supports the  
46 moratorium to protect the environment and public safety and health.  
47

48 John Mutchler, Ferndale Mayor, stated he is opposed to the moratorium because they  
49 must protect businesses and jobs.

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1  
2 Rhea Bordian stated she is opposed to the moratorium and changes to the  
3 Comprehensive plan because they must protect jobs. The Council must educate itself about  
4 the local businesses and industry.

5  
6 Kathleen Capson spoke about large pipeline expansions in North America and stated  
7 she supports the moratorium to prevent further expansion.

8  
9 Hannah Murphy stated she is opposed to the moratorium because there are no  
10 problems with the environment.

11  
12 Lynn Murphy, Puget Sound Energy, spoke about the power facilities owned by Puget  
13 Sound Energy in the county. She is opposed to proposed Comprehensive Plan changes and  
14 any changes that would prohibit them from providing service to their customers.

15  
16 Jacob Peterson stated he supports the moratorium to protect Native American treaty  
17 rights.

18  
19 Garret Drake stated he is opposed to the moratorium and changes to the  
20 Comprehensive plan because they must protect jobs.

21  
22 Miguel Edmondson stated he is opposed to the moratorium and changes to the  
23 Comprehensive plan because they must protect jobs.

24  
25 Natalie Chavez stated she supports the moratorium and changes to the  
26 Comprehensive plan to protect against environmental impacts and protects public health  
27 and safety.

28  
29 Joseph Canello stated he is opposed to the moratorium and changes to the  
30 Comprehensive plan because they must protect jobs.

31  
32 Carol Perry stated she is opposed to the moratorium and changes to the  
33 Comprehensive plan because they must protect jobs.

34  
35 Hearing no one else, Browne closed the public hearing.

36  
37 **Donovan moved** to adopt the resolution.

38  
39 The motion was seconded.

40  
41 The motion carried by the following vote:

42 **Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

43 **Nays:** Brenner and Byrd (2)

44  
45 *(Clerk's Note: The Council took a break at 10:12 p.m. for 15 minutes.*  
46 *Councilmember Buchanan left the meeting.)*

47  
48  
49 **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1  
2 Browne reported for the Special Committee of the Whole on the resolution requesting  
3 the County Executive provide staff resources and funding to allow Cascadia Law Group to  
4 complete contract No. 201708008 related to legal ways the County may choose to limit the  
5 negative impacts on public safety, transportation, the economy, and environment from  
6 crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry  
7 Point UGA.

8  
9 **Donovan moved** to approve the resolution.

10  
11 The motion was seconded.

12  
13 Councilmembers discussed whether the Cascadia Law Firm is unbiased, allowing  
14 some general maintenance and facilities projects to not be restricted or delayed, and  
15 expediting the process to avoid having to do another interim.

16  
17 **Donovan moved** to amend the resolution, "Be it further resolved that the County  
18 Council requests that Planning and Development Services (PDS) be instructed to work with  
19 Cascadia Law Group...."

20  
21 The motion to amend was seconded.

22  
23 The motion to amend carried by the following vote:

24 **Ayes:** Brenner, Byrd, Browne, Donovan, Frazey, and Sidhu (6)

25 **Nays:** None (0)

26 **Absent:** Buchanan (1)

27  
28 **Donovan moved** to amend the resolution, "Be it further resolved that the County  
29 Council requests the Planning and Development Services (PDS) department be instructed to  
30 ensure...."

31  
32 The motion to amend was seconded.

33  
34 The motion to amend carried by the following vote:

35 **Ayes:** Brenner, Byrd, Browne, Donovan, Frazey, and Sidhu (6)

36 **Nays:** None (0)

37 **Absent:** Buchanan (1)

38  
39 **Brenner moved** to amend page one, line 25, "Whereas, the Council recognizes that  
40 the existing refineries have made recent investments in facilities such as renewable fuel  
41 production and blending which it hopes believes will continue; and...."

42  
43 The motion was seconded.

44  
45 The motion to amend carried by the following vote:

46 **Ayes:** Brenner, Byrd, Browne, Donovan, Frazey, and Sidhu (6)

47 **Nays:** None (0)

48 **Absent:** Buchanan (1)



**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1 Councilmembers discussed rainfall amounts.

2  
3 **Brenner moved** to amend page three, item g, to remove references to reduced  
4 rainfall and snowpack.

5  
6 The motion was seconded.

7  
8 **Sidhu suggested a friendly amendment**, "g. At a minimum require local  
9 mitigation of (such as carbon offset programs that are deployed within Whatcom County's  
10 borders) Facility Emissions, above the Baseline to compensate for the climate changes  
11 caused by such emissions including but not limited to: dryer summers, reduced rainfall and  
12 snow pack, increased forest fires and reduced habitat for wildlife (especially endangered  
13 species). Which collectively are degrading our quality of life, impacting the economic  
14 viability of our fishing, forestry, recreational and agricultural industries, significantly  
15 affecting summer air quality that is in turn increasing health care costs and health risks,  
16 especially for the young and elderly. While also considering the prospects for mitigating the  
17 broader consequences of greenhouse gas emissions; and"

18  
19 **Brenner accepted** the friendly amendment.

20  
21 The motion to amend carried by the following vote:

22 **Ayes:** Brenner, Byrd, Browne, Donovan, Frazey, and Sidhu (6)

23 **Nays:** None (0)

24 **Absent:** Buchanan (1)

25  
26 Councilmembers discussed the timeline.

27  
28 **Brenner moved** to amend the scope of work in Exhibit A, "The Contractor shall...and  
29 environment from crude oil, coal, ~~liquefied petroleum gases, and natural gas~~ exports from  
30 the Cherry Point UGA above levels in existence as of March 1, 2017...."

31  
32 The motion was seconded.

33  
34 Councilmembers discussed whether they can amend a scope of work that already  
35 exists.

36  
37 Karen Frakes, Prosecutor's Office, answered questions.

38  
39 **Byrd suggested a friendly amendment** to remove the reference to Exhibit A,  
40 "Whereas, in the 2017 budget the County allocated \$150,000 for legal assistance and  
41 contracted to spend \$75,000 with Cascadia Law Group to undertake items (1) and (2) in the  
42 Scope of Work as provided in EXHIBIT "A"; and...."

43  
44 **Brenner accepted** the friendly amendment.

45  
46 The motion to amend failed by the following vote:

47 **Ayes:** Browne, Donovan, and Frazey (3)

48 **Nays:** Sidhu, Brenner and Byrd (3)

49 **Absent:** Buchanan (1)

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1  
2 Councilmembers discussed whether the intent is for this resolution to supplant the  
3 two versions of the Comprehensive Plan Update amendments dated October 9 and January  
4 15.

5  
6 **Brenner moved** to amend to add language, "Now therefore be it finally resolved  
7 that the draft ordinance proposed on January 15 is withdrawn from being sent to the  
8 Planning Commission."  
9

10 Councilmembers discussed whether the October and January documents were draft  
11 ordinances.

12  
13 **Brenner withdrew** the motion.  
14

15 Tyler Schroeder, Executive's Office, stated the resolution refers to the preliminary  
16 draft containing proposed changes to the County Comprehensive Plan and County Code.  
17

18 **Brenner moved** to amend to remove all references to the January 15 preliminary  
19 draft containing proposed changes to the County Comprehensive Plan and County Code.  
20

21 Councilmembers continued to discuss the references to the January 15 preliminary  
22 draft containing proposed changes to the County Comprehensive Plan and County Code.  
23

24 **Brenner withdrew** her motion to amend.  
25

26 Councilmembers discussed whether this resolution will move forward with the  
27 October and January versions of the Whatcom County Comprehensive Plan amendments  
28 and the process for discussing and reviewing the preliminary draft changes to the  
29 Comprehensive Plan.  
30

31 The motion to approve as amended carried by the following vote:

32 **Ayes:** Browne, Donovan, Frazey, and Sidhu (4)

33 **Nays:** Brenner and Byrd (2)

34 **Absent:** Buchanan (1)  
35  
36

### 37 **OPEN SESSION**

38

39 The following people spoke:

- 40 • Bobb Burr spoke about catastrophic environmental problems and declaring a  
41 climate emergency.
- 42 • Mark Washke spoke about climate change and environmental impacts.
- 43 • Kathy Sabel spoke about Discussion/Approval of Water Resources Inventory  
44 Area 1 Watershed Management Plan Update
- 45 • Bob Gay spoke about the Business and Commerce Advisory Committee  
46 membership including a labor representative
- 47 • Eddy Ury, ReSources for Sustainable Communities, spoke about the resolution  
48 requesting the County Executive provide staff resources and funding to allow  
49 Cascadia Law Group to complete contract No. 201708008 related to legal

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA.

## **CONSENT AGENDA**

**Sidhu** reported for the Finance and Administrative Services Committee and ***moved*** to approve Consent Agenda items one through four.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

1. **AB2019-024 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND MARVIN WAYNE, M.D., P.S. IN THE AMOUNT OF \$160,000**
2. **AB2019-025 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND WHATCOM HUMANE SOCIETY TO EXTEND THE TERM OF THE AGREEMENT TO APRIL 30, 2019**
3. **AB2019-081 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND OFFICE OF CRIME VICTIMS ADVOCACY TO INCREASE ADVOCACY FOR CHILD VICTIMS OF ABUSE OR NEGLECT IN DEPENDENCY COURT APPOINTED SPECIAL ADVOCATES PROGRAM, IN THE AMOUNT OF \$95,173.00**
4. **AB2019-068 RESOLUTION TO APPROVE ANNUAL PETITION FOR REFUNDS PAID LIST CONSISTENT WITH RCW 84.69.020**

## **OTHER ITEMS**

Sidhu reported for the Council Finance and Administrative Services Committee on the following items.

1. **AB2019-033 ORDINANCE AMENDING THE 2019-2020 WHATCOM COUNTY BUDGET, REQUEST NO. 1, IN THE AMOUNT OF \$778,500**

**Sidhu moved** to adopt the ordinance.

The motion to approve carried by the following vote:

**Ayes:** Brenner, Browne, Donovan, Frazey, and Sidhu (5)

**Nays:** Byrd (1)

**Absent:** Buchanan (1)

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1    **2.    AB2019-036 ORDINANCE AMENDING WHATCOM COUNTY CODE 2.108,**  
2    **BELLINGHAM-WHATCOM COUNTY COMMISSION AGAINST DOMESTIC**  
3    **VIOLENCE, EXPANDING THE SCOPE OF THE COMMISSION AND REFERRING**  
4    **TO INTERLOCAL AGREEMENT WITH THE CITY OF BELLINGHAM**

5  
6    ***Sidhu moved*** to adopt the ordinance.

7  
8    The motion to approve carried by the following vote:

9    **Ayes:**       Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

10   **Nays:**       None (0)

11   **Absent:**     Buchanan (1)

12  
13   **3.    AB2019-040 ORDINANCE AMENDING WHATCOM COUNTY CODE CHAPTER**  
14   **2.128, BUSINESS AND COMMERCE ADVISORY COMMITTEE, TO ADD ONE**  
15   **ADDITIONAL MEMBER**

16  
17    ***Sidhu moved*** to adopt the ordinance.

18  
19    Councilmembers discussed including a seat for the construction industry, whether  
20    the real estate position can represent the construction industry, and managing the size of  
21    the committee.

22  
23    ***Brenner moved*** to hold in Council.

24  
25    The motion to hold was seconded.

26  
27    The motion to hold failed by the following vote:

28    **Ayes:**       Byrd and Brenner (2)

29    **Nays:**       Browne, Donovan, Frazey, and Sidhu (4)

30    **Absent:**     Buchanan (1)

31  
32    The motion to approve failed by the following vote:

33    **Ayes:**       Browne, Frazey, and Sidhu (3)

34    **Nays:**       Byrd and Brenner (2)

35    **Absent:**     Buchanan (1)

36    **Abstains:**  Donovan (1)

37  
38   **4.    AB2019-082 REQUEST FOR COUNTY COUNCIL TO APPROVE THE CRIMINAL**  
39   **JUSTICE TREATMENT ACCOUNT PLAN**

40  
41    ***Sidhu moved*** to adopt the ordinance.

42  
43    Perry Mowery, Health Department, answered questions on the deadline and whether  
44    this is an annual renewal.

45  
46    The motion to approve carried by the following vote:

47    **Ayes:**       Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

48    **Nays:**       None (0)

49    **Absent:**     Buchanan (1)



**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

- 1  
2 5. **AB2019-087 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**  
3 **ENTER INTO AN EDI INTERLOCAL LOAN AND GRANT AGREEMENT BETWEEN**  
4 **WHATCOM COUNTY AND PORT OF BELLINGHAM IN THE AMOUNT OF**  
5 **\$250,000**

6  
7 Sidhu stated this item is held in committee.  
8

- 9 6. **AB2019-089 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**  
10 **ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND**  
11 **WASHINGTON STATE UNIVERSITY TO CONTINUE THE JOINTLY SHARED**  
12 **COSTS FOR FACULTY POSITIONS AND PROGRAM SUPPORT FOR WSU**  
13 **EXTENSION IN THE AMOUNT OF \$215,951 FOR A TOTAL AMENDED**  
14 **CONTRACT AMOUNT OF \$1,999,276.90**

15  
16 *Sidhu moved* to adopt the ordinance.  
17

18 The motion to approve carried by the following vote:

19 **Ayes:** Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

20 **Nays:** None (0)

21 **Absent:** Buchanan (1)  
22

- 23 7. **AB2019-037 REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO**  
24 **ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY**  
25 **AND THE CITY OF BELLINGHAM REGARDING THE CITY OF BELLINGHAM-**  
26 **WHATCOM COUNTY COMMISSION ON DOMESTIC & SEXUAL VIOLENCE**

27  
28 *Sidhu moved* to adopt the ordinance.  
29

30 The motion to approve carried by the following vote:

31 **Ayes:** Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

32 **Nays:** None (0)

33 **Absent:** Buchanan (1)  
34

- 35 8. **AB2019-034 RESOLUTION AMENDING THE 2019 FLOOD CONTROL ZONE**  
36 **DISTRICT AND SUBZONES BUDGET, REQUEST NO. 1, IN THE AMOUNT OF**  
37 **\$35,000 (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL**  
38 **ZONE DISTRICT BOARD OF SUPERVISORS)**

39  
40 *Sidhu moved* to adopt the ordinance.  
41

42 The motion to approve carried by the following vote:

43 **Ayes:** Brenner, Browne, Donovan, Frazey, and Sidhu (5)

44 **Nays:** Byrd (1)

45 **Absent:** Buchanan (1)  
46

- 47 9. **AB2019-049 RESOLUTION CANCELLING UNCOLLECTIBLE PERSONAL**  
48 **PROPERTY TAXES**  
49

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1       **Sidhu moved** to adopt the ordinance.

2  
3       The motion to approve carried by the following vote:

4       **Ayes:**       Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

5       **Nays:**       None (0)

6       **Absent:**     Buchanan (1)

7  
8       **10.           AB2019-108     RESOLUTION ALLOWING APPOINTMENT OF ONE**  
9       **COUNCILMEMBER TO SERVE AS AN OPTIONAL ALTERNATE MEMBER OF THE**  
10       **WASHINGTON STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS**  
11       **(AB2019-108)**

12  
13       Browne gave a staff report.

14  
15       **Browne moved** to approve the resolution.

16  
17       The motion was seconded.

18  
19       The motion to approve carried by the following vote:

20       **Ayes:**       Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

21       **Nays:**       None (0)

22       **Absent:**     Buchanan (1)

23  
24  
25       **COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

26  
27       **1.           AB2019-052 APPOINTMENTS TO FILL VACANCIES ON THE FLOOD CONTROL**  
28       **ZONE DISTRICT ADVISORY COMMITTEE - APPLICANTS: GEOGRAPHIC AREA -**  
29       **DALE BLOK, ALBERT DEBOER, SCOTT HULSE, KENT ROORDA. SPECIAL**  
30       **DISTRICTS - RON BRONSEMA, JEFF DEJONG. IMPACTED CITIES - KYLE**  
31       **CHRISTENSEN, JOHN PERRY. COUNCIL ACTING AS THE WHATCOM COUNTY**  
32       **FLOOD CONTROL ZONE BOARD OF SUPERVISORS**

33  
34       **Donovan moved** to appoint: Geographic Area - Dale Blok, Albert DeBoer, Scott  
35       Hulse, Kent Roorda; Special Districts - Ron Bronsema, Jeff DeJong; Impacted Cities - Kyle  
36       Christensen, John Perry.

37  
38       The motion was seconded.

39  
40       The motion to approve carried by the following vote:

41       **Ayes:**       Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

42       **Nays:**       None (0)

43       **Absent:**     Buchanan (1)

44  
45       **Brenner moved** to appoint to the partial term the applicant to the geographical  
46       area positions who submitted their application latest.

47  
48       The motion was seconded.

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

The motion carried by the following vote:

**Ayes:** Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

**Nays:** None (0)

**Absent:** Buchanan (1)

**2. AB2019-092 APPOINTMENT TO FILL VACANCY ON PORTAGE BAY SHELLFISH PROTECTION DISTRICT ADVISORY COMMITTEE. APPLICANT: ALAN CHAPMAN**

*Donovan moved* to appoint Alan Chapman.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

**Nays:** None (0)

**Absent:** Buchanan (1)

**3. AB2019-093 APPOINTMENT TO FILL VACANCY ON THE SUMAS/EVERSON/NOOKSACK FLOOD CONTROL SUB-ZONE ADVISORY COMMITTEE. APPLICANT: JERRY JUERGENS**

*Donovan moved* to appoint Jerry Juergens.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

**Nays:** None (0)

**Absent:** Buchanan (1)

**EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

**1. AB2019-086 COUNTY EXECUTIVE JACK LOUWS REQUESTS CONFIRMATION OF HIS NEW APPOINTMENTS AND REAPPOINTMENTS TO EXECUTIVE BOARDS AND COMMITTEES; APPOINTMENTS TO TAKE EFFECT ON FEBRUARY 1, 2019**

*Donovan moved* to confirm the appointment.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

**Nays:** None (0)

**Absent:** Buchanan (1)

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1 **INTRODUCTION ITEMS**

2  
3 *Donovan moved* to accept the Introduction Items.

4  
5 The motion was seconded.

6  
7 The motion carried by the following vote:

8 **Ayes:** Byrd, Brenner, Browne, Donovan, Frazey, and Sidhu (6)

9 **Nays:** None (0)

10 **Absent:** Buchanan (1)

- 11  
12 1. **AB2019-073 ORDINANCE REGARDING TEMPORARY INSTALLATION OF STOP**  
13 **SIGNS ON CERTAIN COUNTY ROADS**  
14  
15 2. **AB2019-074 ORDINANCE ESTABLISHING A TEMPORARY SPEED LIMIT**  
16 **CHANGE FOR BIRCH BAY DRIVE**  
17  
18 3. **AB2019-075 ORDINANCE ESTABLISHING TEMPORARY ONE-WAY TRAFFIC**  
19 **ON BIRCH BAY DRIVE**  
20  
21 4. **AB2019-076 ORDINANCE AUTHORIZING THE TEMPORARY RE-OPENING OF**  
22 **COTTONWOOD DRIVE AT MORGAN DRIVE TO VEHICULAR TRAFFIC**  
23  
24 5. **AB2019-018 ORDINANCE ADOPTING VARIOUS MINOR AMENDMENTS TO**  
25 **WHATCOM COUNTY CODE TITLES 20 (ZONING), 21 (LAND DIVISION**  
26 **REGULATIONS), AND 22 (LAND USE AND DEVELOPMENT PROCEDURES),**  
27 **MAKING CORRECTIONS, UPDATES, AND CLARIFICATIONS**  
28  
29

30 **COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**

31  
32 *Donovan* reported for the Natural Resources Committee and *moved* to recommend  
33 that the County Council support the vote of the Planning Unit at its last meeting on January  
34 23, which was to send the letters and the catalog of materials to Ecology and State  
35 legislators.

36  
37 The motion was seconded.

38  
39 *Brenner moved* to amend to specify the "majority" of the Planning Unit.

40  
41 The motion to amend was seconded.

42  
43 The motion to amend carried by the following vote:

44 **Ayes:** Byrd, Brenner, Browne, Frazey, and Sidhu (5)

45 **Nays:** Donovan (1)

46 **Absent:** Buchanan (1)

47  
48 *Browne moved* to reconsider the motion to amend.  
49



**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1 The motion to reconsider was seconded.

2  
3 The motion to reconsider carried by the following vote:

4 **Ayes:** Browne, Donovan, Frazey, and Sidhu (4)

5 **Nays:** Brenner and Byrd (2)

6 **Absent:** Buchanan (1)

7  
8 *(Clerk's Note: The Council did not vote on the reconsidered motion to amend.)*

9  
10 Councilmember Donovan's main motion carried by the following vote:

11 **Ayes:** Byrd, Browne, Donovan, Frazey, and Sidhu (5)

12 **Nays:** Brenner (1)

13 **Absent:** Buchanan (1)

14  
15 Council Chairs reported on committee discussions.

16  
17 Councilmembers gave updates on recent activities and upcoming events.

18  
19  
20 **ADJOURN**

21  
22  
23 The meeting adjourned at 12:10 a.m. on Wednesday, January 30, 2019.

24  
25 The County Council approved these minutes on \_\_\_\_\_, 2019.

26  
27  
28 ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

29  
30  
31  
32  
33 \_\_\_\_\_  
34 Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

35  
36  
37  
38 \_\_\_\_\_  
39 Jill Nixon, Minutes Transcription  
40



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-012

---

File ID:	MIN2019-012	Version:	1	Status:	Agenda Ready
File Created:	02/05/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	02/12/2019	Next Mtg. Date:		Hearing Date:	

---

### TITLE FOR AGENDA ITEM:

Surface Water Work Session for January 22, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** Surface Water Work Session January 22 2019.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

Whatcom County Council  
**Surface Water Work Session**

January 22, 2019

**CALL TO ORDER**

Council Chair Rud Browne called the meeting to order at 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

**Absent:** None

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

**SURFACE WATER WORK SESSION**

Update on Lake Whatcom Stormwater Utility

Gary Stoyka, Public Works Department, updated the Council on the advisory committee meetings and preliminary recommendations on a rate structure and the consultant's work. He answered questions on options for a rate structure, options for a different structure depending on different factors, incentives for homeowners, and rates being comparable to similar charges for Bellingham homeowners.

Planning Unit Update on ESSB 6091 (RCW 90.94) Process

Stoyka reported on the Planning Unit discussions and the different versions of the plan updates from different caucuses. He would like to know how the Council wants him to vote at the next Planning Unit meeting. He answered questions.

The following Planning Unit members spoke and answered questions:

- Ann Russell, environmental caucus
- Loren VanderYacht, diking and drainage district caucus
- Skip Richards, nongovernmental water systems caucus
- Dick Whitmore, forestry caucus
- Dave Onkels, land development caucus
- Dan Eisses, water districts caucus
- Steven Jilk, Public Utilities District
- Ellen Baker, land use caucus

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

Casey (inaudible), Washington State Department of Ecology, answered questions.

Tyler Schroeder, Executive's Office, answered questions.

Councilmembers, Planning Unit members, and staff discussed the approval process for updates; the initiating governments' participation on the Planning Unit; whether reaching a consensus is possible; the State Department of Ecology's process; whether the City and Tribes participate on the Watershed Management Board; the roles of the Planning Unit, initiating governments, County Council, and other agencies; the approval timeline; the best way to move forward; whether or not they should continue to work after the deadline on a plan that everyone can agree to; and the Department of Ecology changing its deadline.

**Browne moved** to defer the overview of recent flood damages to a later meeting.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

**Nays:** None (0)

Councilmembers, Planning Unit members, and staff continued to discuss working on the content of the plan versus continuing to discuss the process; and allowing the Planning Unit to continue to work on the plan.

**Byrd moved** that the Council instruct Mr. Stoyka to support whatever the Planning Unit majority agrees to regarding the plan at the next meeting.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Byrd, and Sidhu (4)

**Nays:** Donovan, Frazey, and Buchanan (3)

Councilmembers, Planning Unit members, and staff continued to discuss next steps at the Planning Unit; the effect of an abstention from a vote; the State's vote on the Planning Unit; and the impact of not coming up with a plan by the deadline.

**Byrd moved** that the most recent version that comes out of the Planning Unit with majority approval by January 29 is the version that will come to the County Council for a vote to move forward.

Browne stated that the Council can only schedule what the Planning Unit brings forward to the Council.

Stoyka stated that since they haven't seen version four, he will abstain from any vote on that version at the January 23 Planning Unit meeting.

Councilmembers discussed the impact of Mr. Stoyka's vote at the Planning Unit.

Overview of Recent Flood Damages

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1  
2 This item was not discussed.

3  
4 Browne moved to adjourn the meeting.

5  
6 The motion was seconded.

7  
8 The motion to adjourn carried by the following vote:

9 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

10 **Nays:** None (0)

11  
12  
13 **ADJOURN**

14  
15 The meeting adjourned at 12:00 p.m.

16  
17 The Council approved these minutes on \_\_\_\_\_, 2019.

18  
19 ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

20  
21  
22  
23  
24 \_\_\_\_\_  
25 Dana Brown-Davis, Council Clerk

\_\_\_\_\_

Rud Browne, Council Chair

26  
27  
28  
29 \_\_\_\_\_  
30 Jill Nixon, Minutes Transcription





# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-013

---

File ID:	MIN2019-013	Version:	1	Status:	Agenda Ready
File Created:	02/05/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	02/12/2019	Next Mtg. Date:		Hearing Date:	

---

### TITLE FOR AGENDA ITEM:

Special Committee of the Whole for January 29, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** Special Committee of the Whole January 29 2019.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

WHATCOM COUNTY COUNCIL  
Special Committee of the Whole

January 29, 2019

**CALL TO ORDER**

Council Chair Rud Browne called the meeting to order at 4:12 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

**Absent:** None.

**COMMITTEE DISCUSSION**

**1. AB2019-101 COUNCIL TO CLARIFY INTENT OF MOTION APPROVED JANUARY 15, 2019, RELATED TO PRELIMINARY DRAFT COMPREHENSIVE PLAN AND ZONING CODE AMENDMENTS - CHERRY POINT**

Mark Personius, Planning and Development Services Department, referenced his email to the Council dated January 28, 2019 with the October and December versions of the Comprehensive Plan Amendment exhibits. He would like the Council to approve the exhibits to go forward to the Planning Commission, identify which version is preferred, and provide any additional guidance to the Planning Commission.

**Browne moved** to approve a resolution requesting the County Executive provide staff resources and funding to allow Cascadia Law Group to complete contract No. 201708008 related to legal ways the County may choose to limit the negative impacts on public safety, transportation, the economy, and environment from crude oil, coal, liquefied petroleum gases, and natural gas transshipments from the Cherry Point UGA.

Councilmembers discussed the two versions of the Comprehensive Plan amendments, the motion from January 15, transparency, getting legal advice from an unbiased law group, and the Council's inability to instruct the administration's staff.

**Brenner moved** to hold in committee for two weeks.

The motion was seconded.

The motion to hold in committee failed by the following vote:

**Ayes:** Brenner and Byrd (2)

**Nays:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

Tyler Schroeder, Executive's Office, answered questions on funding and the budget.

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

Councilmembers continued to discuss the process on the Planning Commission's review of the Comprehensive Plan amendments, transparency, funding for legal counsel, the appropriate timing of bringing forward a resolution, the timeline for review by Cascadia Law Group and the Planning Commission, and whether the proposed resolution would supplant the two versions of the Comprehensive Plan amendment exhibits.

The motion to approve the resolution was seconded.

**Donovan suggested a friendly amendment** to amend the resolution, "Be it further resolved that **the County Council requests** that Planning and Development Services (PDS) ~~be instructed to~~ work with Cascadia Law Group...."

**Browne accepted** the friendly amendment.

Councilmembers continued to discuss the timing of approving the draft resolution.

**Browne amended his motion and moved** to refer the resolution to the full Council at the evening Council meeting.

The motion to refer the resolution to the full Council carried by the following vote:

**Ayes:** Browne, Buchanan, Donovan, Frazey, and Sidhu (5)

**Nays:** Byrd and Brenner (2)

#### **OTHER BUSINESS**

There was no other business.

#### **ADJOURN**

The meeting adjourned at 5:07 p.m.

The Council approved these minutes on \_\_\_\_\_, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

\_\_\_\_\_  
Jill Nixon, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-014

---

<b>File ID:</b>	MIN2019-014	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/05/2019	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### TITLE FOR AGENDA ITEM:

Committee of the Whole for January 29, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** Committee of the Whole January 29 2019.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

WHATCOM COUNTY COUNCIL  
**Committee Of The Whole**

January 29, 2019

**CALL TO ORDER**

Council Chair Rud Browne called the meeting to order at 1:15 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu  
**Absent:** None

**COMMITTEE DISCUSSION**

1. **AB2019-095 DISCUSSION WITH CHIEF CIVIL DEPUTY PROSECUTOR KAREN FRAKES REGARDING A PROPOSED ORDINANCE AMENDING WHATCOM COUNTY CODE 24.11, DRINKING WATER (AB2018-018)**  
**Attorney Present: Karen Frakes and Royce Buckingham**

Browne stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.110 (1) (i). Executive session will conclude no later than 2:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

**Byrd moved** to go into executive session until no later than 2:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

**Ayes:** Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (6)  
**Nays:** None (0)  
**Absent:** Brenner (out of the room) (1)

At 2:00 p.m., Browne announced the executive session is extended to no later than 2:15 p.m.

At 2:15 p.m., Browne announced the executive session is extended to no later than 2:30 p.m.



DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1 **OTHER BUSINESS**

2  
3  
4 **ADJOURN**

5  
6 The meeting adjourned at 2:18 p.m.

7  
8 The Council approved these minutes on \_\_\_\_\_ 2019.

9  
10 ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

11  
12  
13  
14  
15 \_\_\_\_\_  
16 Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

17  
18  
19  
20 \_\_\_\_\_  
21 Jill Nixon, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-015

---

<b>File ID:</b>	MIN2019-015	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/05/2019	<b>Entered by:</b>	JNixon@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Minutes Consent		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### TITLE FOR AGENDA ITEM:

Special Committee of the Whole for January 8, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** Special Committee of the Whole January 8 2019.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

WHATCOM COUNTY COUNCIL  
**Special Committee of the Whole**

January 8, 2019

**CALL TO ORDER**

Council Chair Rud Browne called the meeting to order at 1:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

**Absent:** None.

**COMMITTEE DISCUSSION**

**1. UPDATE ON ENGROSSED SUBSTITUTE SENATE BILL (ESSB) 6091 IN WRIA 1 (AB2018-290A)**

Gary Stoyka, Public Works Department, gave a staff report and answered questions on the schedule for the 6091 watershed management plan update process. He presented the plan update, as approved by the Planning Unit. He reported on the Planning Unit's discussions. The Planning Unit recommends they:

- Prepare an index of what has already been done,
- Keep working on an update without regard to the 6091 deadline
- Send a letter to the State Department of Ecology informing them the plan update is not done and the Planning Unit is still working on it
- Send a letter to the local legislative delegation stating the same
- Request that the County use money in the 2019 budget to fund Geneva Consulting through the end of 2019 to continue to facilitate the Planning Unit.

The next Planning Unit meeting is January 10.

The Initiating Governments recommend that they send the following to the State Department of Ecology, and request that Ecology takes over the process:

- The schedule
- All the work completed, including the technical memos, the preliminary draft plan updates, watershed staff team and Planning Unit comments, and the alternative plan
- All the Planning Unit, watershed management team, and Initiating Government policy positions
- Write a summary of the policy positions

The Initiating Government will consider signing a Planning Unit letter to the Department of Ecology that says they couldn't get done in the time allowed, and they want

**DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.**

---

1 to continue working. The question before the County Executive is whether to accept the  
2 Initiating Governments' recommendation to package up the materials and sign the Planning  
3 Unit letter. He described the policy issues in which they could not reach agreement, which  
4 include the net ecological benefit determination.

5  
6 Jack Louws, County Executive, answered questions.  
7

8 Staff and councilmembers discussed the meeting schedule, whether they disagree on  
9 the entire plan or on the elements required by the 6091 process, the County Council's role  
10 in the process, the Planning Unit's next steps, how much work is necessary to continue  
11 consultant services, the different proposed plans from various caucuses, and whether or not  
12 the Planning Unit should continue working on or sending it to the Department of Ecology.  
13

14 Louws described the history of this work and the decisions made so far. At this  
15 point, he recommends allowing the Department of Ecology to move forward with rulemaking  
16 to fully implement 6091. There are many other watershed planning issues for the Planning  
17 Unit to work on.  
18

19 Councilmembers continued to discuss the timeline, costs of metering, the proposed  
20 letter to the State Department of Ecology from the Planning Unit, changes by Department of  
21 Ecology regardless of whether the work is sent forward with or without consensus, and  
22 allowing the Planning Unit to continue to try to reach consensus or approval by the end of  
23 January.  
24

25 Max Perry, Planning Unit forestry caucus member, spoke about initiating  
26 governments on the Planning Unit.  
27

28 Perry Eskridge, Planning Unit land use caucus member, spoke about all the groups  
29 interacting and working together instead of separately; metering; net ecological benefit; the  
30 Council's ability to deal with metering, withdrawal limits, and fees either now or later; and  
31 how much of the fee stays in the county.  
32

33 Larry Helm, Planning Unit nongovernment water association caucus member, stated  
34 he agrees with the comments from Perry Eskridge. He spoke about making sure the well  
35 owners' voices are heard and narrowing the focus to the Hirst decision regarding domestic  
36 indoor water use.  
37

38 Dave Onkels, Planning Unit land use caucus member, referenced materials he sent to  
39 the councilmembers and spoke on indoor use and outdoor use exemptions, the approval  
40 process, and the initiating governments participating in the Planning Unit processes rather  
41 than having a separate vote.  
42

43 Dan Eisses, Planning Unit water district member, spoke about whether or not the  
44 Planning Unit will meet the deadline, delivering as much input to Ecology as is possible, and  
45 moving forward with the most positive impact. He answered questions about Planning Unit  
46 consensus versus majority approval.  
47

48 Dick Whitmore, Planning Unit forestry caucus, spoke about how everyone should  
49 work together, the need for a leader and a vision for the plan, and moving forward to work  
50 on the entire watershed.

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1  
2 Skip Richards, Planning Unit nongovernment water systems caucus, spoke about the  
3 Council making its final decisions at the end of January, making decisions on best available  
4 science instead of politics, metering, and the staff team draft not using best available  
5 science.  
6

7 Ellen Baker, Planning Unit member, spoke about allowing the Planning Unit to  
8 continue to work on the issues and allowing those who are affected to make the decisions.  
9

10 Kathy Sabel spoke about whether or not to send a letter, and index, and a catalog of  
11 work to the Department of Ecology; and whether they need to address policy.  
12

13 Carol Perry spoke about all the meetings she's attended, creating a planning  
14 commission for water issues, and the need for a central repository for all water issues.  
15

16 Peggy Uppiano spoke about extending the comment limit to five minutes.  
17

18 Roger Almskaar, Planning Unit land use caucus member, spoke about creating a  
19 central water planning commission and agency, lack of data on what may create adverse  
20 impacts to instream flows, and the amount of groundwater impacted by exempt wells.  
21

22 Amy Mather, Haven Design Workshop Permit Technician, spoke about the impact of  
23 the proposed fees on single family homes.  
24

25 Councilmembers spoke about missing leadership and vision, the need for an apex  
26 water agency to direct all the other efforts, Supreme Court decisions, and the greater  
27 problems with water rights.  
28

29 Louws stated he suggests that the staff bring forward action to the County Council at  
30 its last meeting in January.  
31

32 ***Donovan moved*** to extend the Planning Unit's timeframe, schedule on the Council  
33 January 29, and not send a letter to Ecology until after that.  
34

35 The motion was seconded.  
36

37 Councilmembers and staff discussed notifying Ecology about delaying to the end of  
38 the month and getting information from the Planning Unit in time for the Council's packet.  
39

40 ***Donovan restated the motion*** to allow the Planning Unit to keep working and the  
41 Council will schedule this on January 29, with the hope that the Planning Unit will provide  
42 information before the Council meeting date.  
43

44 The motion carried by the following vote:

45 **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, Frazey, and Sidhu (7)

46 **Nays:** None (0)  
47  
48

49 **OTHER BUSINESS**  
50



**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1           There was no other business.

2  
3  
4   **ADJOURN**

5  
6           The meeting adjourned at 3:10 p.m.

7  
8           The Council approved these minutes on \_\_\_\_\_, 2019.

9  
10   ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

11  
12  
13  
14  
15   \_\_\_\_\_  
16   Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

17  
18  
19  
20   \_\_\_\_\_  
21   Jill Nixon, Minutes Transcription



# Whatcom County

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

## Agenda Bill Master Report

File Number: MIN2019-016

---

File ID:	MIN2019-016	Version:	1	Status:	Agenda Ready
File Created:	02/05/2019	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
First Assigned to:	Council				
Agenda Date:	02/12/2019	Next Mtg. Date:		Hearing Date:	

---

### TITLE FOR AGENDA ITEM:

Board of Health for February 5, 2019

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

Attachments: Board of Health February 5 2019.pdf

Final Action:  
Enactment Date:  
Enactment #:

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

Whatcom County Council  
**Board of Health**

February 5, 2019

**CALL TO ORDER**

Council Chair Rud Browne called the meeting to order at 10:30 a.m. in the County Council Chambers, 311 Grand Avenue, Bellingham, Washington.

**ROLL CALL**

**Present:** Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Satpal Sidhu.

**Absent:** None

**1. PUBLIC SESSION**

Ken Gas, retired pediatrician, spoke about the importance of early childhood health.

Buchanan reported on the launch of the expanded Countywide secure medicine return program.

**2. DIRECTOR/HEALTH OFFICER REPORTS**

Regina Delahunt, Health Department Director, reported and answered questions on the public health-related bills being put forward by the State legislature, including bills related to the minimum age for the purchase of tobacco, increasing the tax on vapor products, universal home visiting program for all new babies in the state, foundational public health services funding and policies, and removing the personal exemption for vaccinations.

Greg Stern, County Health Officer, reported and answered questions on a recent measles outbreak, different types of vaccine exemptions, and the veracity of vaccine data.

**3. PUBLIC HEALTH ADVISORY BOARD (PHAB) UPDATE**

Rachel Lucy, Public Health Advisory Board Chair, reported and answered questions on the new Food Systems Committee and the recent immigrant health resolution.

**4. 2019 HEALTH BOARD POLICY AGENDA**

The following Public Health Advisory Board members and staff reported and answered questions on the Advisory Board proposed 2019 policy agenda:

- Rachel Lucy, Advisory Board Chair
- Chi-Na Stoane, Advisory Board
- Sterling Chick, Advisory Board
- Regina Delahunt, Health Department Director

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1  
2 Board members reported on the Advisory Board proposed 2019 policy agenda, which  
3 will include:

- 4
  - Focus on early childhood development and support for families
  - Housing, and housing support
  - Foundational public health services

7

8 Health Board and Advisory Board members and staff discussed funding, other  
9 examples of making community investments in children, the number of Whatcom County  
10 children who live under the poverty level, sources of stress on families in the community,  
11 the need for education and training on caring for children for childcare workers and parents,  
12 whether there is a need to prioritize mental health and protecting children in abusive  
13 homes, the benefits of mentorship, looking at the entire spectrum of homeless services that  
14 could be available, collaborating with other agencies at the state and federal levels,  
15

16 ***Donovan moved*** to adopt the three policy priorities for 2019.

17  
18 The motion was seconded.

19  
20 The motion carried by the following vote:

21 **Ayes:** Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

22 **Nays:** None (0)

23 **Abstains:** Byrd (1)  
24

## 25 **5. FOUNDATIONAL PUBLIC HEALTH SERVICES FUNDING**

26  
27 Regina Delahunt, Health Department Director, gave a staff report.

28  
29 The following Health Department staff answered questions:

- 30
  - Greg Stern, County Health Officer
  - Astrid Newell

32

33 ***Buchanan moved*** to approve the resolution to the Washington State legislature in  
34 support of funding for core public health services.

35  
36 The motion was seconded.

37  
38 Councilmembers and Delahunt discussed the level of public health funding per capita  
39 in each state.

40  
41 The motion carried by the following vote:

42 **Ayes:** Brenner, Browne, Buchanan, Donovan, Frazey, and Sidhu (6)

43 **Nays:** Byrd (1)  
44

45 Councilmembers and staff discussed whether there is a shortage of cold weather  
46 shelters, people taking responsibility for their own health rather than relying on public  
47 health services, and reducing barriers to making healthy choices.  
48

49  
50 **ADJOURN**

**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

---

1  
2           The meeting adjourned at 12:04 p.m.  
3

4           The Council approved these minutes on \_\_\_\_\_, 2019.  
5

6   ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

7  
8  
9  
10  
11 \_\_\_\_\_  
12 Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

13  
14  
15  
16 \_\_\_\_\_  
17 Jill Nixon, Minutes Transcription





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-018

---

<b>File ID:</b>	AB2019-018	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	12/21/2018	<b>Entered by:</b>	CStrong@co.whatcom.wa.us		
<b>Department:</b>	Planning and Development Services Department	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	02/12/2019

---

### TITLE FOR AGENDA ITEM:

Ordinance adopting various minor amendments to Whatcom County Code Titles 20 (Zoning), 21 (Land Division Regulations), and 22 (Land Use and Development Procedures), making corrections, updates, and clarifications

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:
01/15/2019	Council	WITHDRAWN	
01/29/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Memo (2) to Council P&D Comm, 2019-01-22, for January 29 Agenda, PLN2018-00014 Staff Report to Council, Ordinance, PC approved 2018-12-13, Exhibit A (PC approved, staff revised, with Council edits, 2018-01-22) for January 29 Agenda, Memo (1) to Council P&D Comm, 2018-12-17, for January 15 Agenda, Exhibit A (PC approved, staff revised, 2018-12-21) for January 15 Agenda

**Final Action:**

**Enactment Date:**

**Enactment #:**





## **Memorandum**

**TO:** The Honorable County Council  
Jack Louws, County Executive

**FROM:** Cliff Strong, Senior Planner

**THROUGH:** Mark Personius, Director

**DATE:** January 18, 2019

**SUBJECT:** Code Scrub 2018

---

This is a continuation of the discussion started on January 15, 2019, of some minor amendments to WCC Titles 20 (Zoning), 21 (Land Division Regulations), and 22 (Land Use and Development Procedures). This is our annual "code scrub," wherein staff proposes various amendments to clarify code and fix inconsistencies and grammar they have found over the year. No major policy changes are proposed.

### **Mea Culpa**

I would first like to apologize for some confusion at that meeting. Evidently, there's a glitch in the new agenda bill system. If a Word document (such as Exhibit A) is attached, the program converts it to PDF, but in doing so removes all the strikeout text as well as the underline showing new text, and in so doing changes the page numbers. Thus, Council could not see what was existing vs. new text and what was being proposed for deletion. It also made it difficult for us to quickly find any one issue Council was referring to, because our page numbers were different than yours. This issue has been discussed with Council staff and a protocol now put into place so hopefully that doesn't happen again. A new Exhibit A is also being provided, this time showing the strikeout/underline.

### **Councilmember Issues Raised**

Though time was short and we didn't get to discuss most of the proposed amendments, some Councilmembers did raise issues they had with a few of the proposed amendments.

Councilmember Brenner said that there were typos and grammatical errors in some of the text. However, these were in fact due to the glitch raised above and should be rectified with the replacement Exhibit A we've provided.

She also expressed concerns about the proposed amendments to the hazard tree rules (Item 5 of Exhibit A), essentially saying that she would prefer simpler rules regarding their removal. However, in speaking with her this week, she was under the impression that the sections proposed for amendment applied countywide. They do not<sup>1</sup>. The sections proposed for amendment apply only in the Lake Whatcom Watershed Overlay District (Chapter 20.51) and the Water Resource Protection Overlay District (Lake Padden and Lake Samish watersheds, Chapter 20.71). These rules have been in place since those districts were first adopted in 2002 to protect the watersheds, and further amended when Council revised the stormwater/low impact development (LID) regulations in 2016, again to protect the

---

<sup>1</sup> WCC 16.16, the Critical Areas Ordinance, does contain other rules about hazard trees which do apply countywide, but then only in critical areas. Other than standardizing the definitions, the Critical Areas Ordinance hazard tree regulations themselves are not subject to any proposed changes in this code scrub.

watersheds. Through this code scrub, staff is only trying to eliminate inconsistencies<sup>2</sup>, not change policy. If Council still has issues with the proposed amendments, staff suggests just pulling from consideration Item 5 (the amendments to the Overlay Districts). However, we still recommend acting on Item 4, amending the definition of hazard tree, so that we don't have multiple definitions of the same thing.

CM Brenner also had an issue with the permissible height of fences in front yards (4 and 6 feet, depending on where located; Item 9 of Exhibit A). However, after speaking with her, her primary issue was with how staff characterized the reason for a height limit of front yard appurtenances. Staff is not proposing to change these existing height limits, only reorganizing the language to make it clearer. We have, however, removed the explanatory language to which she objected.

CM Browne asked whether electric vehicle charging stations could be a permitted use rather than an accessory use. Staff would suggest not, for two reasons:

- First, these stations are basically parking lots with charging equipment at each of the 5-10 stalls they typically occupy. We only allow parking lots as primary permitted uses only in the Airport Operations District, and these are all for long-term airport parking.
- Second, Tesla (with whom we've met, but potentially other companies as well) prefers to lease underused parking stalls from existing commercial uses so that they don't have to install the parking lot, and so their customers can shop or eat while waiting for their car to charge (typically 45 – 60 minutes), a very symbiotic relationship.

### **Staff Recommendation**

Staff recommends that the Council's Planning & Development Committee review and discuss the attached staff report and Exhibit A showing the proposed amendments, introduce the ordinance on January 29<sup>th</sup>, and hold a public hearing on February 12<sup>th</sup> to adopt these provisions.

---

<sup>2</sup> Though they both say the removal of hazard trees is exempt from obtaining a tree removal permit, they also say you have to meet the requirements of (5), which require obtaining a tree removal permit.

# **Whatcom County Planning & Development Services Staff Report**

## **Code Scrub 2018**

### **I. Background Information**

File # PLN2018-00014

File Name: Code Scrub 2018

Applicants: Whatcom County Planning and Development Services (PDS)

Summary of Request: Proposed minor amendments to WCC Titles 20, 21, and 22. This is an annual "code scrub," wherein staff proposes numerous amendments to clarify code and fix inconsistencies and grammar. No policy changes are proposed.

Location: Countywide.

Staff Recommendation: Approve. The amendments are necessary to add clarity to development regulations and procedures and to keep the code up to date.

Background: From time to time, the County adopts a series of minor code amendments to improve unclear wording or procedures, or to correct errors or outdated text. This collection of 27 code amendments includes such items.

### **II. Code Amendments**

The proposed code amendments are found in Exhibit A. Please refer to that attachment; explanations are provided.

### **III. Comprehensive Plan Evaluation**

The proposed amendments are consistent with Comprehensive Plan's Goal 2D to "Refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner."

### **IV. Proposed Findings of Fact and Reasons for Action**

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:

1. Whatcom County Planning and Development Services has submitted an application to make various amendments to Whatcom County Code (WCC) Title 20 Zoning to make corrections, updates, and clarifications.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on October 19, 2018, 2018.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on October 15, 2018.



4. The Planning Commission held a public hearing on the proposed amendments on December 13, 2018, notice of which was published in the Bellingham Herald on October 26 and November 30, 2018. November 8, 2018, notice of which was published in the Bellingham Herald on October 26, 2018.
5. Comprehensive Plan Policy Goal 2D is to “refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner.”
6. WCC 0.38.060(7) provides increased setbacks for cluster subdivisions when adjacent to agricultural properties so as to minimize nuisance complaints. However, it is confusing in its current state. The amendment would clarify its intent.
7. WCC 20.40.254(5)(a) & (b) is inconsistent with the minimum parcel sizes listed in Table 20.40.251. Table 20.40.251 lists the minimum parcel sizes as 40 and 10 acres, whereas the text of 20.40.254(5)(a) & (b) says “larger/greater than” 40 and 10 acres. The amendments would rectify this inconsistency.
8. WCC Chapter 20.40 is the only zone chapter that doesn’t explicitly specify what the maximum density is in that zone. Though a maximum density of a dwelling unit/acre is implied by the 40 ac minimum parcel size, it’s not explicitly stated. The amendment would rectify this.
9. Both WCC 20.51.430 (Lake Whatcom Watershed Overlay District) and 20.71.354 (Water Resource Protection Overlay District) exempt hazard tree removal from having to obtain a tree removal permit provided they meet the requirements of subsection (5) of their respective sections. However, each of the subsection (5)s specifically state that a tree removal permit is required. The amendments would rectify this inconsistency.
10. The text of WCC 20.62.300 describes a maximum density, not a minimum as the heading implies. The amendment would rectify this inconsistency.
11. WCC 20.66.550 (Light Impact Industrial (LII) District) includes increased setbacks from certain adjacent zones, as well as from “principal arterials.” However, Whatcom County has no such roadway classification. The amendment would rectify this inconsistency.
12. WCC 20.68.552(5) contains increased setbacks and buffers in the LII District under certain circumstances. It also conformance to Policy 1.05 of the Cherry Point/Ferndale Subarea Plan. However, the intent and specifics of this policy are already included in the regulations. Furthermore, the Cherry Point/Ferndale Subarea Plan is slated for repeal. Therefore this reference isn’t required. The amendment would rectify this.
13. WCC 20.80.220, subsection (a) specifies what appurtenances are allowed in setback areas. However, decks and utilities, which are common uses in front and side yard setbacks, are not specified allowances, and neighbors have been trying to use this section to protest development. The amendments would also update an old reference to the Uniform Fire Code to the International Fire Code, which Whatcom County has adopted. Additionally, the amendment would delete the repetitious language regarding vision clearance, already found in the referenced section.
14. WCC 20.83.050 allows someone to rebuild a damaged or destroyed nonconforming structure exactly where it was. However, as it stands, owners have argued that they can rebuild over property lines. The amendment would rectify this.
15. WCC 20.80.230(2) allows property owners on constrained lots in the shoreline jurisdiction to consider their front yard (that next to road) their rear yard, and their rear yard (that next to the

water) their front yard, effectively reducing their setback next to the road to down to 20 feet. The amendments would effectively do the same; though also allow the same consideration for other critical areas.

16. WCC 20.80.545 contains rules for parking areas. However, the rule in the first sentence is already covered by WCC 20.80.350 (Parking Areas). And the second sentence requires that a driveway be at least 30 feet long (20' for the parking spot, plus the 10' setback), which is greater than the typical front yard setback (20-25'). Driveways on typical suburban development are 20 feet long. The existing language basically makes it illegal to park in a typical driveway and is not enforced. The deletion of this section would rectify this.
17. WCC 20.80.650 refers to the Northwest Air Pollution Control Agency, which was renamed the Northwest Clean Air Agency many years ago. The amendment would rectify this.
18. WCC 20.80.670 contains dock requirements. However, these are also addressed in the Shoreline Management Program (Title 23) and the Critical Areas Ordinance (Chapter 16.16), so these are duplicative. The deletion of this section would rectify this.
19. WCC 20.85.101 contains an old reference to the Uniform Building Code, whereas Whatcom County has adopted the International Building Code. The amendment would rectify this.
20. The Critical Areas Ordinance (WCC 16.16.260(E)) allows someone doing a Planned Unit Development to develop alternative mitigation plans. The amendment would add a section to Chapter 20.85 (Planned Unit Developments) pointing readers to that possibility.
21. WCC 20.88.275 exempt applicants for a Planned Unit Development from having to obtain a Master Project Permit, as it goes before Council for a decision anyways. The amendment would provide the same exemption for development agreement applicants, as they, too, go before Council.
22. WCC 20.97.293 contains an outdated definition of "party of record," and WCC 20.97 contains no definition of "standing." The amendments would rectify this by amending the definition of "party of record" and adding a definition of "standing" consistent with RCW 36.70C.060 (Judicial Review of Land Use Decisions). Additionally, various sections of the code pertaining to appeals are amended to specify that in order to appeal, one must have standing.
23. WCC 20.86.051 defines receiving areas for Whatcom County's Transfer of Development Rights program. However, the County's Prosecuting Attorney has advised against requiring TDRs for UGA expansions or rezones under RCW 82.02.020. The amendments would delete these two requirements.
24. WCC Chapter 20 (Zoning) contains no definition of "Director." The amendment would add such a definition to WCC 20.97.
25. WCC Chapter 22 (Project Permit Procedures) does not have a definitions section. The amendment would rectify this, by referring to the definitions found in WCC 20.97.
26. WCC 22.05.160 contains rules for processing appeals. The amendments would clarify that appeals need to be filed on a department-provided form and the application would need to meet the rules contain in subsection (a) to be valid. The amendments would also clarify that the Hearing Examiner would hold an open record public hearing on administrative appeals and that one has to have standing to appeal.
27. When charging stations for electric cars were relatively new and no one knew what they would look like or how they would operate, Whatcom County adopted regulations for where they can be

located, making them accessory to conditionally approved automobile service stations, and differentiating between rapid and standard charging stations. However, given how they are actually used (users typically charge their cars for 45-60 minutes while shopping or eating), and what they actually look like, it makes more sense to allow them accessory to any permitted use in commercial or industrial zones. Nor do rapid and standard charging stations look different. The amendments would merge the two existing definitions into one, and allow charging stations accessory to any permitted use in certain commercial and industrial zones.

28. The language of the various "Drainage" sections varies between zones, even though it's intended to mean the same thing. The amendments would standardize the language in all the zoning district chapters.
29. Various sections allow a temporary second dwelling unit in various zones in the form of a manufactured home, a fully serviced travel trailer, or motor home. The amendments would allow park model trailers, which aren't much different from those allowed, to be used as such as well.
30. WCC 20.80.210(b) lists the various setbacks from roads or other properties. However, it lists some setbacks from some roadway classifications that Whatcom County Public Works no longer use in their transportation planning. Additionally, the table contains 67 footnotes that repeat sections of the code that modify the standard setbacks. Not only is the language of the footnotes different from the actual code, but the inclusion of the inaccurate language makes the table 14 pages long. The amendment rectifies this by removing the non-used road classifications and reformatting the table, with notes only referring to the modifying sections, also allowing the table to fit on two pages.
31. WCC 20.68.554 contains additional setback requirements in the Heavy Industrial District. However, it contains a faulty cross-reference (subsection (b)), a policy contained in the Cherry Point/Ferndale Subarea Plan which is slated for repeal and the intent of which is already addressed by another section of the code (subsection (c)), and another faulty reference to a process that does not exist. The amendment rectifies this.
32. WCC 20.97.436.2 is a definition for "Tree, hazard." However, there is a different definition for "Hazard tree" in 20.97.171, which itself reads the same as that in 16.16.900 (Critical Areas Ordinance) and 23.110.080 (Shoreline Management Program). The amendment would eliminate this discrepancy.
33. WCC 22.25.040 contains the policy for refunds of fees for permit and docket applications. However, the deadline thresholds for docket application refunds are set at 14 and 90 days, where in reality the docket applications may take a year or more to process, during which varying amounts of work may or may not have commenced. The amendment would set the thresholds for docket application refunds to coincide more closely to how much staff time has been expended.

## V. Proposed Conclusions

1. The amendments are in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

## VI. Recommendation

Planning and Development Services recommends the Planning Commission forward the proposed amendments to the County Council with a recommendation of approval.

## Attachments

1. Draft Ordinance
2. Exhibit A – Proposed Code Amendments

PROPOSED BY: \_\_\_\_\_  
INTRODUCTION DATE: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ADOPTING VARIOUS MINOR AMENDMENTS TO WHATCOM COUNTY CODE TITLES 20 (ZONING), 21 (LAND DIVISION REGULATIONS), AND 22 (LAND USE AND DEVELOPMENT PROCEDURES) MAKING CORRECTIONS, UPDATES, AND CLARIFICATIONS

WHEREAS, Whatcom County Planning and Development Services has proposed amendments to Whatcom County Code Titles 20, 21, and 22; and,

WHEREAS, The Whatcom County Council reviewed and considered Planning Commission recommendations, staff recommendations, and public comments on the proposed amendments; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. Whatcom County Planning and Development Services has submitted an application to make various amendments to Whatcom County Code (WCC) Title 20 Zoning to make corrections, updates, and clarifications.
2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on October 19, 2018, 2018.
3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on October 15, 2018.
4. The Planning Commission held a public hearing on the proposed amendments on December 13, 2018, notice of which was published in the Bellingham Herald on October 26 and November 30, 2018.
5. Comprehensive Plan Policy Goal 2D is to "refine the regulatory system to ensure accomplishment of desired land use goals in a fair and equitable manner."
6. WCC 0.38.060(7) provides increased setbacks for cluster subdivisions when adjacent to agricultural properties so as to minimize nuisance complaints. However, it is confusing in its current state. The amendment would clarify its intent.
7. WCC 20.40.254(5)(a) & (b) is inconsistent with the minimum parcel sizes listed in Table 20.40.251. Table 20.40.251 lists the minimum parcel sizes as 40 and 10 acres, whereas the text of 20.40.254(5)(a) & (b) says "larger/greater than" 40 and 10 acres. The amendments would rectify this inconsistency.
8. WCC Chapter 20.40 is the only zone chapter that doesn't explicitly specify what the maximum density is in that zone. Though a maximum density of a dwelling unit/acre is implied by the 40 ac minimum parcel size, it's not explicitly stated. The amendment would rectify this.
9. Both WCC 20.51.430 (Lake Whatcom Watershed Overlay District) and 20.71.354 (Water Resource Protection Overlay District) exempt hazard tree removal from having to obtain a tree removal permit provided they meet the requirements of subsection (5) of their



respective sections. However, each of the subsection (5)s specifically state that a tree removal permit is required. The amendments would rectify this inconsistency.

10. The text of WCC 20.62.300 describes a maximum density, not a minimum as the heading implies. The amendment would rectify this inconsistency.
11. WCC 20.66.550 (Light Impact Industrial (LII) District) includes increased setbacks from certain adjacent zones, as well as from "principal arterials." However, Whatcom County has no such roadway classification. The amendment would rectify this inconsistency.
12. WCC 20.68.552(5) contains increased setbacks and buffers in the LII District under certain circumstances. It also conformance to Policy 1.05 of the Cherry Point/Ferndale Subarea Plan. However, the intent and specifics of this policy are already included in the regulations. Furthermore, the Cherry Point/Ferndale Subarea Plan is slated for repeal. Therefore this reference isn't required. The amendment would rectify this.
13. WCC 20.80.220, subsection (a) specifies what appurtenances are allowed in setback areas. However, decks and utilities, which are common uses in front and side yard setbacks, are not specified allowances, and neighbors have been trying to use this section to protest development. The amendments would also update an old reference to the Uniform Fire Code to the International Fire Code, which Whatcom County has adopted. Additionally, the amendment would delete the repetitious language regarding vision clearance, already found in the referenced section.
14. WCC 20.83.050 allows someone to rebuild a damaged or destroyed nonconforming structure exactly where it was. However, as it stands, owners have argued that they can rebuild over property lines. The amendment would rectify this.
15. WCC 20.80.230(2) allows property owners on constrained lots in the shoreline jurisdiction to consider their front yard (that next to road) their rear yard, and their rear yard (that next to the water) their front yard, effectively reducing their setback next to the road to down to 20 feet. The amendments would effectively do the same; though also allow the same consideration for other critical areas.
16. WCC 20.80.545 contains rules for parking areas. However, the rule in the first sentence is already covered by WCC 20.80.350 (Parking Areas). And the second sentence requires that a driveway be at least 30 feet long (20' for the parking spot, plus the 10' setback), which is greater than the typical front yard setback (20-25'). Driveways on typical suburban development are 20 feet long. The existing language basically makes it illegal to park in a typical driveway and is not enforced. The deletion of this section would rectify this.
17. WCC 20.80.650 refers to the Northwest Air Pollution Control Agency, which was renamed the Northwest Clean Air Agency many years ago. The amendment would rectify this.
18. WCC 20.80.670 contains dock requirements. However, these are also addressed in the Shoreline Management Program (Title 23) and the Critical Areas Ordinance (Chapter 16.16), so these are duplicative. The deletion of this section would rectify this.
19. WCC 20.85.101 contains an old reference to the Uniform Building Code, whereas Whatcom County has adopted the International Building Code. The amendment would rectify this.

20. The Critical Areas Ordinance (WCC 16.16.260(E)) allows someone doing a Planned Unit Development to develop alternative mitigation plans. The amendment would add a section to Chapter 20.85 (Planned Unit Developments) pointing readers to that possibility.
21. WCC 20.88.275 exempt applicants for a Planned Unit Development from having to obtain a Master Project Permit, as it goes before Council for a decision anyways. The amendment would provide the same exemption for development agreement applicants, as they, too, go before Council.
22. WCC 20.97.293 contains an outdated definition of "party of record," and WCC 20.97 contains no definition of "standing." The amendments would rectify this by amending the definition of "party of record" and adding a definition of "standing" consistent with RCW 36.70C.060 (Judicial Review of Land Use Decisions). Additionally, various sections of the code pertaining to appeals are amended to specify that in order to appeal, one must have standing.
23. WCC 20.86.051 defines receiving areas for Whatcom County's Transfer of Development Rights program. However, the County's Prosecuting Attorney has advised against requiring TDRs for UGA expansions or rezones under RCW 82.02.020. The amendments would delete these two requirements.
24. WCC Chapter 20 (Zoning) contains no definition of "Director." The amendment would add such a definition to WCC 20.97.
25. WCC Chapter 22 (Project Permit Procedures) does not have a definitions section. The amendment would rectify this, by referring to the definitions found in WCC 20.97.
26. WCC 22.05.160 contains rules for processing appeals. The amendments would clarify that appeals need to be filed on a department-provided form and the application would need to meet the rules contain in subsection (a) to be valid. The amendments would also clarify that the Hearing Examiner would hold an open record public hearing on administrative appeals and that one has to have standing to appeal.
27. When charging stations for electric cars were relatively new and no one knew what they would look like or how they would operate, Whatcom County adopted regulations for where they can be located, making them accessory to conditionally approved automobile service stations, and differentiating between rapid and standard charging stations. However, given how they are actually used (users typically charge their cars for 45-60 minutes while shopping or eating), and what they actually look like, it makes more sense to allow them accessory to any permitted use in commercial or industrial zones. Nor do rapid and standard charging stations look different. The amendments would merge the two existing definitions into one, and allow charging stations accessory to any permitted use in certain commercial and industrial zones.
28. The language of the various "Drainage" sections varies between zones, even though it's intended to mean the same thing. The amendments would standardize the language in all the zoning district chapters.
29. Various sections allow a temporary second dwelling unit in various zones in the form of a manufactured home, a fully serviced travel trailer, or motor home. The amendments would allow park model trailers, which aren't much different from those allowed, to be used as such as well.

30. WCC 20.80.210(b) lists the various setbacks from roads or other properties. However, it lists some setbacks from some roadway classifications that Whatcom County Public Works no longer use in their transportation planning. Additionally, the table contains 67 footnotes that repeat sections of the code that modify the standard setbacks. Not only is the language of the footnotes different from the actual code, but the inclusion of the inaccurate language makes the table 14 pages long. The amendment rectifies this by removing the non-used road classifications and reformatting the table, with notes only referring to the modifying sections, also allowing the table to fit on two pages.
31. WCC 20.68.554 contains additional setback requirements in the Heavy Industrial District. However, it contains a faulty cross-reference (subsection (b)), a policy contained in the Cherry Point/Ferndale Subarea Plan which is slated for repeal and the intent of which is already addressed by another section of the code (subsection (c)), and another faulty reference to a process that does not exist. The amendment rectifies this.
32. WCC 20.97.436.2 is a definition for "Tree, hazard." However, there is a different definition for "Hazard tree" in 20.97.171, which itself reads the same as that in 16.16.900 (Critical Areas Ordinance) and 23.110.080 (Shoreline Management Program). The amendment would eliminate this discrepancy.
33. WCC 22.25.040 contains the policy for refunds of fees for permit and docket applications. However, the deadline thresholds for docket application refunds are set at 14 and 90 days, where in reality the docket applications may take a year or more to process, during which varying amounts of work may or may not have commenced. The amendment would set the thresholds for docket application refunds to coincide more closely to how much staff time has been expended.

#### CONCLUSIONS

1. The amendments to the development regulations are in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown in Exhibit A.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED as to form:

( ) Approved      ( ) Denied

\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Jack Louws, Executive

Date: \_\_\_\_\_

# Exhibit A: Proposed Code Amendments

---

## Code Scrub 2018

(Editor's note: **Yellow highlight** indicates Planning Commission amendments. Ellipses (...) indicate that sections of the code that are not being amended are not shown.)

### Chapter 20.38 Agriculture Protection Overlay

1. Clarify 20.38.060(7), as the language is confusing. The intent is to have greater setbacks for cluster subdivisions when adjacent to agricultural land so as to minimize nuisance complaints.

#### **20.38.060 Development and use standards-checklist.**

- (7) Any inhabitable structure within the cluster subdivision ~~which will be used for human habitation~~ shall be set back a minimum of 100 feet, and any accessory or other non-inhabitable structures shall be set back at least 30 feet, from the property line of any parcel ~~or portion thereof which that is an~~ APO reserve tract or designated or used taxed for agricultural purposes. ~~No structures shall be constructed within 30 feet of exterior, side and rear property lines, and no structure shall be constructed within 30 feet of an agricultural use; and~~

---

### Chapter 20.40 Agriculture (AG) District

2. Revise 20.40.254(5)(a) & (b) to correspond to the minimum parcel sizes listed in Table 20.40.251. Pursuant to the table, one has to maintain a minimum lot size of "X acres," but the text inconsistently says "greater than X acres."

#### **20.40.250 Division or modification of parcels.**

##### **.254 Separation of the Farmstead Parcel Criteria.**

...

- (5) Division or Boundary Line Adjustment for Agricultural Purposes Only. Lots smaller than the minimum lot size of WCC 20.40.251 may be created through land division or rearranged through a boundary line adjustment provided the following:

- (a) The parent parcel does not contain an existing residence, or said existing residence will remain on a parcel ~~larger than 40 acres~~ or larger in size; and
- (b) The parcel created is ~~greater than 10 acres~~ or larger or is appended to another parcel; and

...



3. Add maximum density language to Chapter 20.40 similar to other zones. All other zoning chapters specify what the maximum density for that zone is. Though a maximum density of a dwelling unit/acre is implied by the 40 ac minimum parcel size, it's not explicitly stated.

#### **20.40.550 Maximum Density.**

The maximum density in the Agricultural District shall be 1 dwelling unit per 40 acres.

---

## **Chapter 20.97 Definitions**

4. Currently there are four definitions of hazard trees in various sections of the code. Staff had proposed to replace the definition of "Hazard Tree" with one recommended by our Prosecuting Attorney and delete the others so that they are all consistent.

The Planning Commission, though, found that definition was wanting in terms of grammar and clarity and amended it to try to fix it (see below).

However, upon further reflection, staff still found it ambiguous, especially in conjunction with the amendments proposed in Issue 5, below. Staff now proposes a new definition.

#### **16.16.900 Definitions.**

~~"Hazard tree" means any tree that is susceptible to immediate fall due to its condition (damaged, diseased, or dead) or other factors, and which because of its location is at risk of damaging permanent physical improvements to property or causing personal injury.~~

#### **20.97.436.2 Tree, hazard.**

~~"Hazard tree" means a tree, either live or dead, having an incurable disease, infestation, defects or stress, singly or combined, in the roots, trunk or primary limbs, which predispose the tree to mechanical failure in whole or in part, and which is located in such a manner that failure may result in property damage or personal injury.~~

#### **20.97.171.2 Hazard tree.**

~~"Hazard tree" means any tree that is susceptible to immediate fall due to its condition (damaged, diseased, or dead) or other factors, and which because of its location is at risk of damaging permanent physical improvements to property or causing personal injury.~~

#### **23.110.080 H definitions.**

~~2. "Hazard tree" means any tree that is susceptible to immediate fall due to its condition (damaged, diseased, or dead) or other factors, and which because of its location is at risk of damaging permanent physical improvements to property or causing personal injury.~~

#### **20.97.171.2 and 16.16.900 Hazard Tree**

Original staff proposal: "Hazard Tree" means a tree which poses an imminent failure, poses a likelihood of striking the target, and has a significant consequence of tree failure as determined through a tree risk evaluation form provided by Whatcom. A tree which constitutes an airport hazard is considered a

hazard tree.” “Imminent” in this case means failure has started or is most likely to occur in the near future, even if there is not significant wind or increased load. This is a rare occurrence to encounter, and it may require immediate action to protect people from harm.

*Planning Commission rewrite:* “Hazard Tree” means a tree that poses an imminent failure and poses a likelihood of causing damage to persons or property, has a significant consequence of tree failure (as determined through a tree risk assessment form provided by Whatcom County). A tree that constitutes an airport hazard is considered a hazard tree.” “Imminent” in this case means failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load.

*Final staff proposal:* “Hazard Tree” means a tree whose risk evaluation, as determined through a Whatcom County approved tree risk assessment method, is high. Risk evaluation is the combined measurement of: tree failure identification, probability of failure, potential damage to permanent physical improvements to property causing personal injury, and consequences. A tree that constitutes an airport hazard is considered a hazard tree. A hazard tree whose failure is imminent and consequences of damage to permanent physical improvements to property causing personal injury is significant is considered an emergency. “Imminent” in this instance means failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load. Imminent may be determined by a qualified consultant (defined in WCC 16.16.900) or when mutually agreed upon by a land owner and Whatcom County.

5. Amend the hazard tree exemption in 20.51.430(1)(a) and 20.71.354(1)(a). Though they both say the removal of hazard trees is exempt from obtaining a tree removal permit, they also say you have to meet the requirements of (5), which require obtaining a tree removal permit.

Staff had originally proposed, and the Planning Commission recommended approval of (with a few amendments for clarity’s sake), the first versions in the following sections. However, upon further reflection, staff still found it ambiguous, especially in conjunction with the amendments proposed in Issue 4, above. Staff now proposed additional amendments, show in the second versions in the following sections.

## Chapter 20.51 Lake Whatcom Watershed Overlay District

*Original staff proposal, as amended and approved by the Planning Commission:*

### **20.51.430 Tree removal not associated with development activity.**

- (1) Permit Required for Removal of Trees. No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Whatcom watershed, or any tree(s) in the public right-of-way, without first obtaining a tree removal permit as provided in this section, unless the activity is exempted below:

- (a) When Whatcom County has approved an ISA Basic Tree Risk Assessment Form, Removal of any hazard trees or as necessary to remedy an immediate threat to person or property, pursuant to the requirements in subsection (5) of this section;
- (b) Pruning and maintenance of trees of up to 25 percent of the foliage.

...

(5) ~~Removal of Hazard Trees~~ Removal. Any property owner seeking to remove any number of significant trees that are a hazard shall first obtain approval of an ISA Basic Tree Risk Assessment Form or a tree removal permit and meet the requirements of this subsection.

- (a) Tree Risk ~~Assessment~~ ~~Evaluation~~ Form. When the hazard is obvious, submit only the ISA Basic Tree Risk Assessment Form.
- (b) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. ~~Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the county.~~
- (b) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or their buffers, tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.

*Final staff proposal:*

#### **20.51.430 Tree removal not associated with development activity.**

(1) Permit Required for Removal of Trees. No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Whatcom watershed, or any tree(s) in the public right-of-way, without first obtaining a tree removal permit as provided in this section, unless the activity is exempted below; provided the tree is not located within the shoreline jurisdiction or within a critical area or a critical area buffer:

- (a) ~~Removal of any hazard trees or as necessary to remedy an immediate threat to person or property, pursuant to the requirements in subsection (5) of this section;~~ considered an emergency within the definition of hazard tree in WCC 20.97. Within 30 days after the emergency is abated the land owner shall submit photo documentation with a form provided by Whatcom County.
- (b) Pruning and maintenance of trees of up to 25 percent of the foliage.

...

(5) Removal of Hazard Trees. Any property owner seeking to remove any number of significant trees not considered an emergency pursuant to subsection (1) must submit a tree risk assessment using an approved Whatcom County method prepared by a qualified professional; provided, that removal of hazard trees in critical areas or their buffers shall be in accordance with the requirements of Chapter 16.16 WCC. ~~that are a hazard shall first obtain approval of a tree removal permit and meet the requirements of this subsection.~~

(a) ~~Tree Risk Assessment~~. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required.

~~Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the county.~~

- ~~(b) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or their buffers, tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.~~

## Chapter 20.71 Water Resource Protection Overlay District

*Original staff proposal, as amended by the Planning Commission:*

### **20.71.354 Tree removal not associated with development activity.**

- (1) Permit Required for Removal of Trees. No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Padden and Lake Samish watersheds, or any tree(s) in the public right-of-way, without first obtaining a tree removal permit as provided in this section, unless the activity is exempted below:

- (a) ~~When Whatcom County has approved an ISA Basic Tree Risk Assessment Form, Removal of any hazard tree(s) or as necessary to remedy an immediate threat to person or property~~ as necessary to remedy an imminent threat to person or property, pursuant to the requirements in subsection (5) of this section;
- (b) Pruning and maintenance of trees of up to 25 percent of the foliage.

...

- (5) ~~Removal of Hazard Trees~~ Removal. Any property owner seeking to remove any number of significant trees that are a hazard shall first obtain approval of an ISA Basic Tree Risk Assessment Form or a tree removal permit and meet the requirements of this subsection.

- (a) ~~Tree Risk Assessment~~ Tree Risk Assessment Evaluation Form. When the hazard is obvious, submit only the ISA Basic Tree Risk Assessment Form.

- ~~(a) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the county.~~

- ~~(b) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or their buffers, tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.~~

- ~~(b)(c) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or their buffers, tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.~~

*Final staff proposal:*

### **20.71.354 Tree removal not associated with development activity.**

- (1) Permit Required for Removal of Trees. No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Padden and Lake Samish watersheds, or any tree(s) in the public right-of-way, without first obtaining a tree removal permit as provided in this section, unless

the activity is exempted below; provided the tree is not located within the shoreline jurisdiction or within a critical area or a critical area buffer:

(a) Removal of any hazard trees considered an emergency within the definition of hazard tree in WCC 20.97. Within 30 days after the emergency is abated the land owner shall submit photo documentation with a form provided by Whatcom County.~~or as necessary to remedy an immediate threat to person or property, pursuant to the requirements in subsection (5) of this section;~~

(b) Pruning and maintenance of trees of up to 25 percent of the foliage.

...

(5) Removal of Hazard Trees. Any property owner seeking to remove any number of significant trees not considered an emergency pursuant to subsection (1) above must submit a tree risk assessment using an approved Whatcom County method prepared by a qualified professional; provided that removal of hazard trees in critical areas or their buffers shall be in accordance with the requirements of Chapter 16.16 WCC.~~that are a hazard shall first obtain approval of a tree removal permit and meet the requirements of this subsection.~~

~~(a) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the county.~~

~~(b) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or their buffers, tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.~~

## Chapter 20.62 General Commercial (GC) District

6. Amend the heading of 20.62.300, as the text describes a maximum, not a minimum, density.

**20.62.300 Maximum ~~Minimum~~ density.**

**.301** Hotels and motels shall not exceed a floor area ratio of .60.

## Chapter 20.66 Light Impact Industrial (LII) District

7. Amend 20.66.550 to remove the increased setback from “principal arterials.” Whatcom County doesn’t have a “principal arterial” classification.

**20.66.550 Buffer area.**

**.551** When a parcel situated within this district adjoins an Urban Residential, Urban Residential Medium Density, Urban Residential-Mixed, Rural, or Residential Rural District,~~or county or state roads designated as or proposed for improvements to principal arterial status,~~ setbacks shall be increased to 50 feet. A minimum of 25 feet shall be landscaped consistent with the requirements of WCC 20.80.345.



- 
8. In 20.68.552(5), delete the reference to the Cherry Point/Ferndale Subarea Plan, as it is slated for repeal. The intent of this policy is already included within the regulation of .552.

“Policy 1.05: To attain compatibility with surrounding nonindustrial land use designations and to minimize heavy industrial off-site impacts, it is the policy of Whatcom County to require industrial users to provide a buffer which is located within the designated HEAVY IMPACT INDUSTRIAL area and which adjoins said nonindustrial land use designations.

As a means of protecting the existing and planned residential uses in the Point Whitehorn area from detrimental environmental and visual impacts generated from the Heavy Impact Industrial area, a 660-foot buffer strip shall be established. Said buffer shall be situated adjacent to and south of Grandview Road between Jackson Road and Koehn Road; adjacent to and east of Koehn Road between Grandview Road and Brown Road; and adjacent to the east of the eastern property line of tax lots 2.27 and 2.28 between Brown Road and the shoreline. This buffer strip may be utilized for security or protective uses, parking, or the open space requirements of the Heavy Impact Industrial zone district. Land within the buffer strip which is not required for the above uses and is currently covered with natural vegetative species shall not be cleared, logged, or altered in any manner which would reduce the natural screening characteristics of said buffer.”

## **Chapter 20.68 Heavy Impact Industrial (HII) District**

### **20.68.550 Buffer area.**

**.552** To implement the buffer requirements of this district, minimum setbacks for heavy industrial buildings and accessory structures shall be established consistent with the following options:

- (1) If a planting screen is not provided by the industrial user and no natural vegetative screening exists, the minimum setback(s) shall be 660 feet, as measured from the edge of the district boundary. The setback area may be used for security roads, parking, or open space.
- (2) If natural sight-obscuring and dense vegetation exists, the minimum setback(s) shall be 250 feet, as measured from the district boundary; provided, that a minimum width of 50 feet of natural vegetation is retained. The remainder of the setback(s) may be used for security roads, parking, or open space.
- (3) If a 50-foot buffer planting screen is established, pursuant to WCC 20.80.345, the minimum setback(s) shall conform to the setback requirements of WCC 20.80.200, as measured from the district boundary. In addition, security roads may be situated within the minimum buffer setback; provided, that the 50-foot-wide buffer planting is established.
- (4) When a parcel situated within this district is located within the Bellingham Urban Growth Area and adjoins an Urban Residential District or residential district within the city limits, setbacks for heavy industrial buildings and/or uses shall be increased to 100 feet and landscaped in accordance with the requirements of WCC 20.80.345.
- (5) In no case shall the setback from the northern and western boundaries of the Cherry Point Heavy Industrial area not contiguous to another industrial zone be less than 660 feet, nor the

natural vegetation removed except for parking and security or protective uses in accordance with Heavy Impact Industrial Policy 1.05 of the Cherry Point Ferndale Subarea Comprehensive Plan.

## Chapter 20.80 Supplementary Requirements

9. In 20.80.220(1)(a), clarify the “use of setback areas” language and add “uncovered decks” and “utilities,” as these are typically allowed in a front yard setback.

In 20.80.220(1)(a)(i)(A), updated the name of the adopted fire code.

In 20.80.220(1)(c), clarify that higher appurtenances (up to 6 feet) are allowed in rural areas. We distinguish that these are allowed in rural areas, but not urban areas, since in urban areas lots are smaller and typically built as suburban neighborhoods where 6-foot fences and hedges in front yards lessen safety (both sight distance and policing).

Additionally in 20.80.220(1)(c), delete the vision clearance requirements, as this is just a repeat of what’s found in WCC 20.80.210(3).

### 20.80.220 Use of setback areas

All setback measurements are minimum requirements. All front yard and rear yard setback areas shall be open from side-to-side of the lot except as otherwise provided by the following:

#### (1) Front Yards.

- (a) Appurtenances, including but not limited to: Uncovered patios, and decks less than 30 inches in height; driveways, and walkways; vegetation, pools, and other recreation equipment; utilities, septic systems, and propane tanks with fuel capacities up to 500 gallons; and fences, and walls, and vegetative hedges up to four feet in height, and propane tanks with fuel capacities up to 500 gallons may be placed in this front yard setback area subject to the limitations of WCC 20.80.210(3) regarding (v) Vision eClearance); and provided, that the following applies:

- (i) The location of propane tanks with fuel capacities up to 500 gallons is restricted to the rear 50 percent of front yard setbacks. All such propane tanks shall be:

(A) Inspected and approved by the Whatcom County fire marshal for compliance with Article 82 of the most currently adopted Uniform International Fire Code and, when required by the Fire Marshal, isolated from other uses by a noncombustible wall or fence; and

(B) Encourage sScreening by a fence or with shrub vegetation planted to a minimum height of six inches above the top surface of the propane tank is encouraged; and.

~~(C) Located so as not to interfere or obstruct sight distances for vehicular traffic.~~

...

- (c) Outside of Urban Growth Areas fFences, walls, ~~or and~~ vegetative hedges ~~greater than four feet in height~~ up to a maximum of six feet in height may be located within the front yard setback

area subject to the limitations of WCC 20.80.210(3) (Vision Clearance), ~~regarding vision clearance and provided both of the following apply:~~

- ~~ii. The additional height does not obstruct or impair visual corridors of surrounding properties and sight distances of vehicular traffic;~~
- ~~iii. The additional height is determined by the administrator to be necessary in order to provide security and/or privacy to the particular use activity by reason of one or more of the following:~~
  - ~~A. The property's immediate location next to public access areas; or~~
  - ~~B. A determination by the administrator that the property and/or its facilities and amenities are both attractive to the general public, and intended for the exclusive use of its residents and/or patrons; or~~
  - ~~C. A determination by the administrator that the additional height is needed to protect the public health, safety and general welfare.~~

- (3) Side yards must be kept open; provided, that uncovered patios, and decks less than 30 inches in height; driveways, walkways, and parking areas; ~~vegetation,~~ pools and other recreational ~~equipment;~~ parking areas, recreational equipment, and fences, walls, and vegetative hedges up to seven feet in height may be placed in the side yard.

10. In 20.83.050, clarify that nonconforming structures, while they can be rebuilt, must be rebuilt on one's own property and cannot cross onto someone else's property (even if it's been there awhile).

**20.83.050 Damage or destruction – Rebuilding permitted.**

If a nonconforming use or structure ~~physical feature of a building or group of buildings on one site is~~ damaged or destroyed by any means, that use or structure shall may be permitted to be rebuilt ~~equal to~~ the same square footage of damaged or destroyed ~~building~~ structure(s), and for the same use and location on the site; except, no portions of said rebuilt structure may extend onto property not belonging to the owner.

11. Amend 20.80.230(2) so that reduced front yard setbacks can be applied wherever necessary to protect critical areas, not just shorelines.

**20.80.230 Measurement of setbacks.**

- ~~(2) Shoreline Areas. In situations where the shoreline setback(s) imposed by the Shoreline Management Program exceed the standard rear and/or side yard setbacks imposed by this chapter, the front yard setback(s) shall apply to the waterfront side(s) of the lot or tract and the rear yard setback shall apply to the street side of the lot or tract; provided, however, the zoning administrator may waive the setback reversal requirement of this section upon request of the property owner if he finds that the public interest will not be harmed; provided further, that the minimum setback on the street side of parcels abutting collector and arterial roadways shall be 20 feet.~~

(2) Reduction of setbacks. In situations where a property is so encumbered by shoreline setbacks, critical areas, and/or their buffers that a typical structure for that zone cannot be built due to dimensional requirements, the Zoning Administrator or Hearing Examiner, whichever is the decision maker on the permit, may reduce the standard front yard setback to 20 feet.

12. Delete 20.80.545. The limitations of the first sentence are already covered by WCC 20.80.350 (Parking Areas). The second sentence requires that a driveway be at least 30 feet long (20' for the parking spot, plus the 10' setback), which is greater than the typical front yard setback (20-25'). Driveways on typical suburban development are 20 feet long. The existing language basically makes it illegal to park in a typical driveway.

**~~20.80.545 Minimum distance and setbacks.~~**

~~No part of any parking area for more than 10 vehicles shall be closer than 20 feet to any dwelling unit, school, hospital, or other institution for human care located on an adjoining lot, unless separated by an acceptably designed screen. Parking areas for one family and two family dwellings if located within the required front yard setback areas shall have a setback of at least 10 feet from the road right-of-way. In no case shall any part of a parking area be closer than four feet to any established street or alley right-of-way.~~

13. In 20.80.650, update the name of agency responsible for establishing minimum permissible emission levels (it was renamed many years ago).

**20.80.650 Air quality.**

No development, including traffic generated directly by it, should generate air pollution exceeding the minimum permissible emission levels established by the Northwest Clean Air Pollution Control Agency (NWCAPA) or the Environmental Protection Agency.

14. Delete WCC 20.80.670, as it is covered in the Shoreline Management Program (WCC 23.100.090). This is already covered by WCC 16.16.720.

**~~20.80.670 Docks.~~**

~~All dock development shall conform to the following requirements:~~

- ~~(1) The dock development shall conform to all applicable local, state and federal requirements including the Whatcom County Shoreline Management Program. In particular, dock design and construction shall comply with the requirements of WCC 23.100.090.~~
- ~~(2) For all fresh water areas, all new posts or pilings shall be untreated in order to avoid adverse impact on water quality.~~
- ~~(3) The dock shall be painted, marked with reflectors, or otherwise identified so as to prevent unnecessary hazardous conditions for water surface uses during day or night.~~

- ~~(4) Docks for noncommercial use or any watercraft moored thereto shall not be used for a residence.~~
- ~~(5) Storage on a dock is prohibited. However, the requirement does not apply where a specific design or structure has been approved by the zoning administrator after demonstrating that adequate preventions are utilized to maintain safety and water quality.~~
- ~~(6) Any exterior lighting shall be directed or shielded so as not to cause annoying glare to neighboring properties, or to road or water traffic.~~
- ~~(7) Docks shall only be constructed within the property owned by the applicant or where the applicant has obtained the appropriate lease arrangements for the state of Washington or where appropriate.~~

---

## Chapter 20.85 Planned Unit Developments (PUD)

15. Amend 20.85.101 to reference the correct building and fire codes.

### **20.85.100 Design and development standards.**

#### **20.85.101 Conformance.**

All uses and development shall conform to all relevant requirements and standards of:

- (2) The ~~Uniform~~ International Building and Fire Codes;

16. Add a new section 20.85.119 to Chapter 20.85. WCC 16.16.260(E) already has this allowance, but this insertion will help point readers to it.

#### **20.85.119 Critical Areas – Alternative Mitigation Plans.**

The Hearing Examiner may recommend and the County Council may approve alternative mitigation plans for planned unit developments in accordance with WCC 16.16.261, which may be used to satisfy the requirements of WCC Chapter 16.16 and relief from the specific standards and requirements thereof.

---

## Chapter 20.88 Major Project Permits

17. Amend 20.88.275. If someone applies for a Planned Unit Development, we do not make them obtain a Master Project Permit. The same should be true of applying for a developer's agreement, as they, too, go before the Council.

### **20.88.200 Procedure**

**.275** Major project permits: Where an applicant has applied for a planned unit development or a development agreement, that project shall be exempt from the requirement to obtain a major project permit.



18. In 20.97, amend the definition of “party of record” and add a definition of “standing.” In other sections of the code, amend so that one must be a person with “standing” in order to file an appeal.

According to the Prosecuting Attorney, our current definition of “Party of Record” is a broad, somewhat confusing status for people who are in the record or contribute to the record. This status should only mean that you get notice of hearings. This does not mean that you automatically have standing. A person could be a Party of Record and have standing, but they don’t have standing just because they are a party of record. “Standing” should be the operative term that allows people to appeal. The proposed definition of “standing” is that found in RCW 36.70C.060 (Judicial Review of Land Use Decisions)

## Chapter 20.97 Definitions

### **20.97.293 Party of record.**

~~“Party of record” means any person, agency or entity entitled to receive notice of application or decision under this title, or any person, agency or entity providing written comments on any application received under this title or notified local government of their desire to receive a copy of the final decision on a permit and who have provided an address for delivery of such notice by mail or email of the following:~~

- ~~1. The applicant and any appellant;~~
- ~~2. The property owner as identified by Whatcom County Assessor’s records;~~
- ~~3. Any person, County department, and/or public agency who individually submitted written comments or testified at the open record hearing on the merits of the case (excluding persons who have only signed petitions or mechanically produced form letters); and;~~
- ~~4. Any person, County department, and/or public agency who specifically request notice of decision by entering their name and mailing address on a register provided for such purpose at the open record hearing.~~

~~A party of record does not include a person who has only signed a petition or mechanically produced form letters. A party of record to an application/appeal shall remain such through subsequent county proceedings involving the same application/appeal. The county may cease mailing material to any party of record whose mail is returned by the postal service as undeliverable.~~

~~A Party of Record does not have standing unless they meet the standing criteria. Persons who do not qualify as a party of record may still receive notice of a decision or recommendation by submitting their names and addresses to the Hearing Examiner with a request for such notice.~~

### **20.97.429.05 Standing.**

~~“Standing” is the status required for a person, agency, or other entity to bring an action before the Hearing Examiner. A person has standing per RCW 36.70C.060 if they are:~~

- ~~1. The applicant and the owner of property to which the land use decision is directed; or~~
- ~~2. Another person, County department, and/or public agency aggrieved or adversely affected by the land use decision, or who would be aggrieved or adversely affected by a reversal or~~

modification of the land use decision. A person is aggrieved or adversely affected within the meaning of this section only when all of the following conditions are present:

- (a) The land use decision has prejudiced or is likely to prejudice that person;
- (b) That person's asserted interests are among those that the local jurisdiction was required to consider when it made the land use decision;
- (c) A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the land use decision; and
- (d) The petitioner has exhausted his or her administrative remedies to the extent required by law.

## **Chapter 21.02 Variances, Appeals and Amendments**

### **21.02.030 Appeals.**

- (1) Any person with standing<sup>1</sup> ~~party of record~~ may appeal any order, final permit decision, final administrative determination including pre-approval or preliminary approval in the administration or enforcement of this title. The hearing examiner shall have the authority to hear and decide appeals pursuant to WCC 22.05.160.

## **Chapter 22.05 Project Permit Procedures**

### **22.05.110 Final decisions.**

- (1) The director or designee's final decision on all Type I or II applications shall be in the form of a written determination or permit. The determination or permit may be granted subject to conditions, modifications, or restrictions that are necessary to comply with all applicable codes.
- (2) The hearing examiner's final decision on all Type III applications per WCC 22.05.020 or appeals per WCC 22.05.160(1) shall either grant or deny the application or appeal.
  - (a) The hearing examiner may grant Type III applications subject to conditions, modifications or restrictions that the hearing examiner finds are necessary to make the application compatible with its environment, carry out the objectives and goals of the comprehensive plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.
  - (b) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.
  - (c) The hearing examiner shall render a final decision within 14 calendar days following the conclusion of all testimony and hearings. Each final decision of the hearing examiner shall be in writing and shall include findings and conclusions based on the record to support the decision.
  - (d) No final decision of the hearing examiner shall be subject to administrative or quasi-judicial review, except as provided herein.
  - (e) The applicant, any ~~party of record~~ person with standing, or any county department may appeal any final decision of the hearing examiner to superior court, except as otherwise specified in WCC 22.05.020.

---

<sup>1</sup> Editor's Note: See proposed definition of "standing," in the preceding section.

## Chapter 22.20 Land Use and Development Code Interpretation Procedures

### 22.20.060 Appeals.

Any ~~person with standing party of record~~ may file an appeal of a formal code interpretation. The appeal shall follow all rules and procedures for appeals to the Hearing Examiner as set forth in WCC 22.05.160.

---

## Chapter 20.89 Density Transfer Procedure

19. Delete 20.86.051(2) and (3), which require Transfer of Development Rights (TDRs) for certain rezones and UGA expansions. Similar provisions in WCC 2.160.080 and WCC 20.90.064 were repealed when Title 22 was adopted in June 2018 (Ordinance 2018-032). Additionally, the Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report (October 3, 2018) states:

“A Civil Deputy from the County Prosecuting Attorney’s Office stated that, in his opinion, the County cannot require TDRs for UGA expansions or rezones under RCW 82.02.020.

The TDR/PDR Work Group recommends that the County consider deleting WCC 20.89.051(2) and (3), which state that certain rezone requests and UGA expansions are required to transfer development rights from designated TDR sending areas” (pp. 55, see also pp. 50 and 51).

Therefore, deleting these code provisions should be considered.

### 20.89.050 Receiving areas.

**.051** Designation of Receiving Areas. In addition to those areas which qualify as receiving areas according to the official Whatcom County zoning map, the county council may approve additional areas as receiving areas.

(1) Designated Receiving Areas. Such additional areas may be approved through the process established for amendments to the official Whatcom County zoning map and pursuant to the procedures and requirements in Chapter 22.10 WCC, Amendments.

~~(2) Rezones.~~

~~(a) Rezone requests for an area or parcel located within a designated urban growth area, that have been submitted pursuant to Chapter 22.10 WCC, shall be required to transfer development from a designated TDR sending area to obtain the requested density as a condition of approval. In order to obtain the requested density, one development right shall be transferred for every three additional dwelling units obtained through rezones within a designated urban growth area. The county council may modify this requirement if a development agreement has been entered into that specifies the elements of development within the rezone area. The development agreement should include, but not be limited to, affordable housing, density, allowed uses, bulk and setback standards, open space, parks, landscaping, buffers, critical areas, transportation and circulation, streetscapes, design standards and mitigation measures.~~

~~(b) Exceptions from requiring TDRs: rezones initiated by a government agency, rezone correction of map errors, establishing one zoning district on a property with two or more zoning districts,~~

zoning revisions that are intended to make a nonconforming use a conforming use or rezones where the public interest is served.

~~(c) Rezones initiated by the county, cities or other agencies shall be subject to review by county and city planning staff, and the appropriate administrative bodies, to determine whether the subject site is appropriate for designation as a TDR receiving area.~~

~~(3) Expansion of Urban Growth Areas and Associated Rezones. Comprehensive Plan amendment requests, submitted pursuant to Chapter 20.10 WCC (Comprehensive Plan Amendments), that propose the expansion of an urban growth area boundary shall be required to transfer development rights from a designated TDR sending area.~~

~~(a) In order to obtain the requested urban growth area expansion, one development right shall be transferred for every five acres included into UGA. The county council may modify this requirement if a development agreement has been entered into that specifies the elements of development in the expanded UGA. The development agreement should include, but not be limited to, affordable housing, density, allowed uses, bulk and setback standards, open space, parks, landscaping, buffers, critical areas, transportation and circulation, streetscapes, design standards and mitigation measures.~~

~~(b) Exceptions from requiring TDRs: urban growth area expansion initiated by a government agency, correction of map errors, properties that are urban in character, or expansions where the public interest is served.~~

~~(c) Urban growth area expansions initiated by the county, cities or other agencies shall be subject to review by county and city planning staff, and the appropriate administrative bodies, to determine whether the subject site is appropriate for designation as a TDR receiving area.~~

~~(4)(2)~~ Cities. In cooperation with Whatcom County, cities may designate additional TDR receiving areas within their jurisdictional boundaries for the purposes of receiving transferred densities pursuant to this chapter. Under the above provisions, the designation of additional TDR receiving areas shall be based upon findings that the area/site is appropriate for higher residential densities, is not limited by significant critical areas, and neighboring areas would not be significantly adversely impacted. If such areas are determined to be appropriate for designation as TDR receiving areas/sites, prior to development, parcel owners shall be required to purchase TDRs to attain the maximum gross density requested under the proposed zoning. The purchase of TDRs shall not be required until such time that the requirements of WCC 20.89.060 have been met.

~~(5)(3)~~ Water Resource Protection Overlay District. Development rights may be transferred within the Water Resource Protection Overlay District for an increase in impervious surface pursuant to Chapter 20.71 WCC.

---

## Chapter 20.97 Definitions

20. In 20.97, add a definition of "director."

### **20.97.099.4 Director.**

"Director" means the Director of Planning and Development Services or his/her designee.

---

## Chapter 22.05 Project Permit Procedures

21. In 22.05.010, add a section that says all definitions are found in 20.97, as there is no definitions section of Title 22.

### 22.05.010 Purpose and applicability.

(3) The meaning of words used in this chapter shall be as defined in WCC 20.97.

22. In 22.05.160(1):

- Clarify that an appeal application is only valid if it meets the listed requirements and that it must be filed with an application form developed by PDS.
- Clarify that appeal hearings before the Hearing Examiner are “open record public hearings.”
- Change “party of record” to “person with standing” for the reasons provided in Issue 22, above.

### 22.05.160 Appeals.

- (1) Any person with standing ~~party of record~~ may appeal any order, final permit decision, or final administrative determination made by the director or designee in the administration or enforcement of any chapter to the hearing examiner, who has the authority to hear and decide such appeals per WCC 2.11.210.
- (a) To be valid, aAn appeal shall be filed, on a form provided by the Department, with the Department within 14 calendar days of the issuance of a final permit decision and shall be accompanied by a fee as specified in the Unified Fee Schedule. The written appeal shall include:
- i. The action or decision being appealed and the date it was issued;
  - ii. Facts demonstrating that the person is adversely affected by the decision;
  - iii. A statement identifying each alleged error and the manner in which the decision fails to satisfy the applicable decision criteria;
  - iv. The specific relief requested; and
  - v. Any other information reasonably necessary to make a decision on the appeal.
- (b) The hearing examiner shall schedule an open record public hearing on the appeal to be held within 60 calendar days following the department’s receipt of the application for appeal unless otherwise agreed upon by the county and the appellant.
- (c) A party who fails to appeal within 14 calendar days is barred from appeal, per Chapter 2.11 WCC.
- (d) The business rules of the hearing examiner shall govern appeal procedures. ~~(4)~~The hearing examiner shall have the authority granted in the business rules, and that authority is incorporated herein by reference. See also WCC 2.11.220.
- (2) The applicant, any person with standing ~~party of record~~, or any county department may appeal any final decision of the hearing examiner to superior court or other body as specified by WCC 22.05.020. The appellant shall file a written notice of appeal within 21 calendar days of the final decision of the hearing examiner, as provided in RCW 36.70C.040.



23. Amend the definitions (20.97) of “electric vehicle charging station” and “electric vehicle rapid charging station” merging the two into one definition. We can merge the two definitions since the code doesn’t even address “electric vehicle charging stations,” and there isn’t much difference between the two other than how fast it can charge.

Additionally, wherever “electric vehicle rapid charging stations” are allowed as accessory uses, delete the word “rapid” and “accessory to conditionally approved service stations” (or the variants on that clause).

These rules were adopted when electric vehicles were relatively new and no one knew what charging stations would look like or how they would operate. Today, electric vehicle charging stations generally occupy a small number of parking spaces already existing in strip malls or other commercial centers, where people can stop and eat, shop, or run other errands while their car is changing, typically for 30-60 minutes. The equipment is relatively small, about the size of a traditional U.S. Postal drop box.





## Chapter 20.97 Definitions

### 20.97.113 Electric vehicle charging station.

“Electric vehicle charging station” means a ~~private~~ parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (~~no more than 220 volts, by conductive or inductive means~~) to a battery or other energy storage device in an electric vehicle and that meets or exceeds any standards, codes, and regulations set forth by RCW Chapter 19.28 and consistent with rules adopted under RCW 19.27.540. ~~An electric vehicle charging station is allowed accessory to any principal use and meets or exceeds any standards, codes, and regulations set forth by Chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.~~

### ~~20.97.115 Electric vehicle rapid charging station.~~

~~“Electric vehicle rapid charging station” means a type of electric vehicle charging station that allows for a faster recharging of electric vehicle batteries through higher power levels (typically 480 volts) and that meets or exceeds any standards, codes, and regulations set forth by Chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.~~

## Chapter 20.59 Rural General Commercial (RGC) District

### 20.59.100 Accessory uses.

~~.107 Electric vehicle rapid charging stations and battery exchange facilities, accessory to conditionally approved service stations.~~

## Chapter 20.60 Neighborhood Commercial Center (NC) District

### 20.60.100 Accessory uses.

~~.105 Electric vehicle rapid charging stations and battery exchange facilities, accessory to conditionally approved service stations.~~

## Chapter 20.61 Small Town Commercial (STC) District

### 20.61.100 Accessory uses.

~~.109 Electric vehicle rapid-charging stations and battery exchange facilities, accessory to automobile service stations.~~

## Chapter 20.62 General Commercial (GC) District

### 20.62.100 Accessory uses.

~~.105 Electric vehicle rapid-charging stations and battery exchange facilities, accessory to automobile service stations.~~

## Chapter 20.63 Tourist Commercial (TC) District

### 20.63.100 Accessory uses.

~~.105 Electric vehicle rapid-charging stations and battery exchange facilities, accessory to service stations.~~

## Chapter 20.65 Gateway Industrial (GI) District

### 20.65.100 Accessory uses.

~~.108 Electric vehicle rapid-charging stations and battery exchange facilities, accessory to service stations.~~

## Chapter 20.67 General Manufacturing (GM) District

### 20.67.100 Accessory uses.

~~.109 Electric vehicle rapid-charging stations and battery exchange facilities, accessory to gas stations.~~

## Chapter 20.69 Rural Industrial and Manufacturing (RIM) District

### 20.69.100 Accessory uses.

~~.111 Electric vehicle rapid-charging stations and battery exchange facilities, accessory to conditionally approved service stations.~~

## Chapter 20.70 Airport Operations (AO) District

### 20.70.100 Accessory uses.

~~.107 Electric vehicle rapid-charging stations and battery exchange facilities, accessory to gas stations.~~

---

24. The language of the “Drainage” sections varies between zones and should be standardized. Staff proposes to have them all say:

“All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.”

The clause “within Whatcom County” can be deleted because our code only applies in Whatcom County, and the clause “unless specifically exempted” can be deleted because such exemptions are listed in WCC 20.80.631, one of the referenced sections.

In addition, delete 20.22.655(1) (URM District). This is old code inserted at a time when we thought Whatcom County was going to adopt the City of Bellingham’s code to apply within its UGA. However, the City of Bellingham never provided the County with the code to adopt, and since then both Bellingham and Whatcom County have adopted the Department of Ecology Stormwater Manual; therefore, this section isn’t needed.

## **Chapter 20.20 Urban Residential (UR) District**

### **20.20.656 Drainage.**

All development activities are ~~y within Whatcom County shall be~~ subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635~~the Whatcom County Development Standards unless specifically exempted.~~

No project permit shall be issued prior to meeting ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards~~those requirements.

## **Chapter 20.22 Urban Residential – Medium Density (URM) District**

### **20.22.655 Drainage.**

~~(1) In the Bellingham Urban Growth Area, the City of Bellingham’s design and development standards and guidelines shall apply (see WCC 20.22.665).~~

~~(2) All development activities y within Whatcom County shall be~~ are subject to the stormwater management provisions of the WCC 20.80.630 through 20.80.635~~Whatcom County Development Standards unless specifically exempted.~~

No project permit shall be issued prior to meeting ~~those requirements~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards.

## **Chapter 20.24 Urban Residential Mixed (UR-MX) District**

### **20.24.656 Drainage.**

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## **Chapter 20.32 Residential Rural (RR) District**

### **20.32.656 Drainage.**

All development activities are ~~y within Whatcom County shall be~~ subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635~~unless specifically exempted.~~

No project permit shall be issued prior to meeting ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code~~those requirements.

## **Chapter 20.34 Rural Residential-Island (RR-I) District**

### **20.34.659 Drainage.**

All development activities ~~are y within Whatcom County~~ shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted~~.

No project permit shall be issued prior to meeting ~~those requirements~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.

## **Chapter 20.35 Eliza Island (EI) District**

### **20.35.654 Drainage.**

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## **Chapter 20.36 Rural (R) District**

### **20.36.656 Drainage.**

All development activities ~~are y within Whatcom County~~ shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted~~.

No project permit shall be issued prior to meeting ~~those requirements~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.

## **Chapter 20.37 Point Roberts Transitional Zone (TZ) District**

### **20.37.655 Drainage.**

All development activities ~~are y within Whatcom County~~ shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted~~.

No project permit shall be issued prior to meeting ~~those requirements~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.

## **Chapter 20.40 Agriculture (AG) District**

### **20.40.652 Drainage.**

All development activities ~~are y within Whatcom County~~ shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635~~the Whatcom County Development Standards unless specifically exempted~~.

No project permit shall be issued prior to meeting ~~those requirements~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards.



## **Chapter 20.42 Rural Forestry (RF) District**

### **20.42.657 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~the Whatcom County Development Standards unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards.~~

## **Chapter 20.43 Commercial Forestry (CF) District**

### **20.43.653 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~the Whatcom County Development Standards unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards.~~

## **Chapter 20.44 Recreation and Open Space (ROS) District**

### **20.44.652 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.~~

## **Chapter 20.59 Rural General Commercial (RGC) District**

### **20.59.704 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.~~

## **Chapter 20.60 Neighborhood Commercial Center (NC) District**

### **20.60.655 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.~~

## **Chapter 20.61 Small Town Commercial (STC) District**

### **20.61.704 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.~~

## **Chapter 20.62 General Commercial (GC) District**

### **20.62.653 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~the Whatcom County Development Standards unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards.~~

## **Chapter 20.63 Tourist Commercial (TC) District**

### **20.63.654 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.~~

## **Chapter 20.64 Resort Commercial (RC) District**

### **20.64.655 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements ~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.~~

## **Chapter 20.65 Gateway Industrial (GI) District**

### **20.65.659 Drainage.**

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## **Chapter 20.66 Light Impact Industrial (LII) District**

### **20.66.653 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635~~the Whatcom County Development Standards unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards.~~

## **Chapter 20.67 General Manufacturing (GM) District**

### **20.67.653 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.~~

## **Chapter 20.68 Heavy Impact Industrial (HII) District**

### **20.68.653 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635~~the Whatcom County Development Standards unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards.~~

## **Chapter 20.69 Rural Industrial and Manufacturing (RIM) District**

### **20.69.655 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635 ~~unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Code.~~

## **Chapter 20.70 Airport Operations (AO) District**

### **20.70.653 Drainage.**

All development activities are y within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635~~the Whatcom County Development Standards unless specifically exempted.~~

No project permit shall be issued prior to meeting those requirements~~submittal requirements relating to stormwater management in the appropriate chapters of the Whatcom County Development Standards.~~

## Chapter 20.72 Point Roberts Special District

### 20.72.658 Drainage.

All development activities ~~are y within Whatcom County shall be~~ subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635~~WCC 20.80.630, Stormwater and drainage, unless specifically exempted.~~ No project permit shall be issued prior to meeting those requirements~~the stormwater management requirements.~~

## Chapter 20.74 Cherry Point Industrial (CP) District

### 20.74.100 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

25. Allow park model trailers as a temporary ADU, similar to manufactured homes, travel trailers, and motorhomes.

### 20.97.292 Park model trailer.

“Park model trailer” means a trailer designed to provide seasonal or temporary living quarters which may be used with temporary connections to utilities necessary for operation of installed fixtures and appliances. It has a gross trailer area not exceeding 400 square feet or is approved by the state as a park model trailer.

## Chapter 20.40 Agriculture (AG) District

### 20.40.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## Chapter 20.34 Rural Residential-Island (RR-I) District

### 20.34.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## Chapter 20.36 Rural (R) District

### 20.36.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## **Chapter 20.32 Residential Rural (RR) District**

### **20.32.130 Administrative approval uses.**

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## **Chapter 20.42 Rural Forestry (RF) District**

### **20.42.130 Administrative approval uses.**

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## **Chapter 20.37 Point Roberts Transitional Zone (TZ) District**

### **20.37.130 Administrative approval uses.**

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## **Chapter 20.24 Urban Residential Mixed (UR-MX) District**

### **20.24.130 Administrative approval uses.**

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## **Chapter 20.20 Urban Residential (UR) District**

### **20.20.130 Administrative approval uses.**

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## **Chapter 20.22 Urban Residential – Medium Density (URM) District**

### **20.22.130 Administrative approval uses.**

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

---



26. In the setback tables, delete the repetitious table notes. These “rules” are already found in WCC 20.80.250 (Special Setback Provisions by District) or other places. They have been copied here, often with slightly different language, which just confuses things and makes the setback table overly long. Staff proposes to reformat the setback table to that shown below, and reduce the notes to just references to the sections that might modify the setbacks (thus reducing repetitious, inconsistent language).

Staff also proposes to delete the header references to “principal arterials,” “neighborhood collectors,” and “commercial” and “industrial” arterials as Public Works doesn’t have these roadway classifications.

## Chapter 20.80 Supplementary Requirements

### 20.80.210 Minimum setbacks.

(5) Setbacks.

(b) Setbacks Table.

Commercial Setbacks							
General Commercial (GC)							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
30' <sup>1</sup>	30'	25'	25'	25'	20'	0'	10'
1. Setbacks for those parcels situated adjacent to Urban Residential, Rural Cluster Development and Rural Zone Districts shall be administered pursuant to WCC 20.62.550 (Buffer area).							
Rural General Commercial (RGC)							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
30' <sup>1</sup>	30'	25'	25'	25'	20'	0'	10'
1. Setbacks for those parcels situated adjacent to Agriculture, Urban Residential, Rural Cluster Development, and Rural Zone Districts shall be administered pursuant to WCC 20.59.600 (Buffer area).							
2. Side and rear yard setbacks shall be 10 feet from vacant, adjacent, commercially zoned properties.							
Tourist Commercial (TC)							
Road Type						Other	

Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
30' <sup>±</sup>	30'	25'	25'	25'	20'	0'	10'
<b>Water Resource Protection Overlay</b>							
30'	30'	20'	20'	20'	20'	0'	5'
<ol style="list-style-type: none"> <li>Setbacks for those parcels situated adjacent to Agriculture, Urban Residential, Urban Residential Medium Density, Residential Rural and Rural Zone Districts shall be administered pursuant to WCC 20.63.550 (Buffer area).</li> <li>Setback requirements for recreational vehicle parks shall be 30 feet for side and rear yards.</li> <li>Front yard setback requirements for service islands of service stations shall be 25 feet to the center line of the driveway of the closest service island.</li> </ol>							
<b>Small Town Commercial (STC)</b>							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
30' <sup>±</sup>	30'	25'	25'	25'	20'	0'	10'
<ol style="list-style-type: none"> <li>Commercial uses shall be allowed to reduce front yard setback to 10 feet and the side yard setback to zero feet where the site and landscape plans promote pedestrian access to the building.</li> <li>Side and rear yard setbacks shall be 10 feet from vacant, adjacent, commercially zoned properties.</li> <li>Setbacks for those parcels situated adjacent to Agriculture, Urban Residential, Urban Residential Medium Density, Residential Rural, and Rural Zone Districts shall be administered pursuant to WCC 20.61.600 (Buffer area).</li> </ol>							
<b>Resort Commercial (RC)</b>							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
30'	30'	25'	25'	25'	20'	5'	5'
<ol style="list-style-type: none"> <li>Setbacks for those parcels situated adjacent to Urban Residential, Residential Rural and Rural Zone Districts shall be administered pursuant to WCC 20.64.550 (Buffer area).</li> <li>Setback requirements for multifamily housing, including all condominiums except time share condominiums and mobile home parks, shall be 20 feet for side and rear yards.</li> <li>Setback requirements for recreational vehicle parks, and resort-oriented hotels and motels including time share condominiums, shall be 45 feet for front yard and 20 feet for side and rear yards.</li> <li>Setback requirements for non-resort-oriented hotels and motels and non-habitation commercial</li> </ol>							

development shall be zero feet for side yards and 10 feet for rear yards.

5. A 10-foot setback from the international border between Canada and the United States shall be maintained as an open space vista. The 10-foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10-foot setback area after approval from the International Boundary Commission.

### Neighborhood Commercial (NC)

Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
25'	25'	25'	25'	25'	20'	0'	10'

### Water Resource Protection Overlay

30'	30'	20'	20'	20'	20'	0'	10'
-----	-----	-----	-----	-----	-----	----	-----

1. Neighborhood Commercial District. Setbacks for those parcels situated adjacent to Agriculture, Urban Residential, Residential Rural and Rural Zone Districts shall be administered pursuant to WCC 20.60.550 (Buffer area).

<sup>1</sup>When located adjacent to I-5 these setbacks may be reduced to 25' subject to the screening requirements under WCC 20.80.300.

-

### Industrial Setbacks

### Heavy Impact Industrial (HII)

Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
100'	100'	100'	100'	100'	30'	30'	30'

- All setbacks shall be increased by one foot for each foot of building height, excluding tanks and similar structures, which exceeds 50 feet.
- The building setbacks of WCC 20.80.210 shall not apply to utility or security structures such as poles, meters, fences, guard structures and the like, nor to structures relating to shipment on railroad rights-of-way; provided, that no traffic hazards are created. For nonindustrial buildings, the zoning administrator may reduce or eliminate side and rear yard setbacks from side and rear property lines that are adjoining an industrial district; provided, that all of the following provisions are met:
  - Screening will be provided to protect adjacent uses from unsightliness or visual distraction;
  - A site plan has been submitted that shows that all structures and improvements, including roof overhangs, will not cross property boundaries, and a stormwater management plan has been provided that shows that runoff will be diverted to on-site drainage facilities;

<p>(iii) A reduction in setbacks will not reduce solar access on adjacent properties or if a setback reduction will result in reduced solar access, all parties having an ownership interest in the property adjacent to the side or rear yards to be reduced stipulate in writing, on forms provided by the zoning administrator, to the reductions. The zoning administrator may require a title report to establish the ownership interests in the adjacent property;</p> <p>(iv) Adjoining properties will be shielded from light sources;</p> <p>(v) The use and storage of toxic or hazardous materials or processes will not be located within what would otherwise be the setback area unless adequate facilities to contain accidental spills on site consistent with state regulations are provided;</p> <p>(vi) The reduced setbacks will not interfere with existing sewer, water and other easements; and</p> <p>(vii) Reduced setbacks will not result in the creation of a traffic hazard nor will the reduced setback create a circumstance that does not comply with WCC 20.80.210(3), Vision Clearance.</p> <p>3. Setbacks for parcels adjoining a nonindustrial district(s) shall be administered pursuant to WCC 20.68.550 (Buffer area) and Policy 1.05 of the Heavy Impact Industrial designation of the Cherry Point-Ferndale Subarea Plan.</p> <p>4. The setback requirements of the Heavy Industrial District shall apply to the storing and handling of hazardous materials; provided, that if federal and/or state regulations require different setbacks, the greater setback (county, federal or state) shall be used.</p> <p>5. The zoning administrator may reduce setbacks for nonindustrial buildings to those of Light Impact Industrial if the reduced setbacks would not interfere with existing sewer, water and other easements. A greater reduction in setback requires approval under section (4) of the Heavy Impact Industrial Zone's setback requirements.</p>							
<b>Light Impact Industrial (LII)</b>							
<b>Road Type</b>						<b>Other</b>	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
30'	30'	30'	30'	30'	20'	10'	10'

1. All setbacks shall be increased by one foot for each foot of building height, excluding tanks and similar structures, which exceeds 35 feet.
2. The building setbacks of WCC 20.80.210 shall not apply to utility or security structures such as poles, meters, fences, guard structures, and the like. In addition, the zoning administrator may reduce side and rear yard setbacks for other structures as provided by section (4) of the Light Impact Industrial Zone's setback requirements.
3. Setbacks for parcels adjoining a nonindustrial district(s) shall be administered pursuant to WCC 20.66.550 (Buffer area).
4. The zoning administrator may reduce or eliminate side and rear yard setbacks from side and rear property lines that are adjoining an industrial district; provided, that the administrator finds that all of the following provisions are met:
  - (i) Screening will be provided to protect adjacent uses from unsightliness or visual distraction;
  - (ii) A site plan has been submitted that shows that all structures and improvements, including roof overhangs, will not cross property boundaries, and a stormwater management plan has been provided that shows that runoff will be diverted to on-site drainage facilities;
  - (iii) A reduction in setbacks will not reduce solar access on adjacent properties or if a setback reduction will result in reduced solar access, all parties having an ownership interest in the property adjacent to the side or rear yards to be reduced stipulate in writing, on forms provided by the zoning administrator, to the reductions. The zoning administrator may require a title report to establish the ownership interests in the adjacent property;
  - (iv) Adjoining properties will be shielded from light sources;
  - (v) The use and storage of toxic or hazardous materials or processes will not be located within what would otherwise be the setback area unless adequate facilities to contain accidental spills on site consistent with state regulations are provided;
  - (vi) The reduced setbacks will not interfere with existing sewer, water and other easements; and
  - (vii) Reduced setbacks will not result in the creation of a traffic hazard nor will the reduced setback create a circumstance that does not comply with WCC 20.80.210(3), Vision Clearance.

#### General Manufacturing (GM)

Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
30'	30'	30'	30'	30'	20'	10'	10'



1. All setbacks shall be increased by one foot for each foot of building height which exceeds 35 feet.
2. The building setbacks of WCC 20.80.210 shall not apply to utility or security structures such as poles, meters, fences, guard structures and the like.
3. Setbacks for parcels adjoining a nonindustrial district(s) shall be administered pursuant to WCC 20.67.550 (Buffer area).
4. The zoning administrator may reduce or eliminate side and rear yard setbacks from side and rear property lines that are adjoining an industrial district; provided, that the administrator finds that all of the following provisions are met:
  - a. Screening will be provided to protect adjacent uses from unsightliness or visual distraction;
  - b. A site plan has been submitted that shows that all structures and improvements, including roof overhangs, will not cross property boundaries, and a stormwater management plan has been provided that shows that runoff will be diverted to on-site drainage facilities;
  - c. A reduction in setbacks will not reduce solar access on adjacent properties or if a setback reduction will result in reduced solar access, all parties having an ownership interest in the property adjacent to the side or rear yards to be reduced stipulate in writing, on forms provided by the zoning administrator, to the reductions. The zoning administrator may require a title report to establish the ownership interests in the adjacent property;
  - d. Adjoining properties will be shielded from light sources;
  - e. The use and storage of toxic or hazardous materials or processes will not be located within what would otherwise be the setback area unless adequate facilities to contain accidental spills on site consistent with state regulations are provided;
  - f. The reduced setbacks will not interfere with existing sewer, water and other easements; and
  - g. Reduced setbacks will not result in the creation of a traffic hazard nor will the reduced setback create a circumstance that does not comply with WCC 20.80.210(3), Vision Clearance.
5. The zoning administrator may reduce setbacks for nonindustrial buildings to those of Light Impact Industrial if the reduced setbacks would not interfere with existing sewer, water and other easements. A greater reduction in setback requires approval under section (4) of the General Manufacturing Zone's setback requirements.

#### **Gateway Industrial (GI)**

Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
25'	25'	25'	25'	25'	25'	10'	10'

1. Maximum building height shall not exceed 35 feet; except, that an additional foot in height is allowed for each one foot increase in setback in the yard adjoining the interstate highway up to 45 feet in Map 3 of the Urban Fringe Subarea. Height of structures, where applicable, shall also conform to the general requirements of WCC 20.80.675.

#### **Airport Operations (AO)**

Road Type						Other	
Commercial, Industrial, I-5, State	Collector Arterials or	Minor Collectors	Local Access	Neighborhood Collector	Minor Access	Side Yard	Rear Yard

Hwys, Principal & Minor Arterials	Major Collectors		Streets		Streets		
30'	30'	30'	30'	30'	20'	10'	10'

- ~~1. Setbacks for parcels adjoining a nonindustrial district shall be administered pursuant to WCC 20.70.550 (Buffer area).~~
- ~~2. The zoning administrator may reduce or eliminate side and rear yard setbacks from side and rear property lines that are adjoining an industrial district; provided, that the administrator finds that all of the following provisions are met:~~
  - ~~(i) Screening will be provided to protect adjacent uses from unsightliness or visual distraction;~~
  - ~~(ii) A site plan has been submitted that shows that all structures and improvements, including roof overhangs, will not cross property boundaries, and a stormwater management plan has been provided that shows that runoff will be diverted to on-site drainage facilities;~~
  - ~~(iii) A reduction in setbacks will not reduce solar access on adjacent properties or if a setback reduction will result in reduced solar access, all parties having an ownership interest in the property adjacent to the side or rear yards to be reduced stipulate in writing, on forms provided by the zoning administrator, to the reductions. The zoning administrator may require a title report to establish the ownership interests in the adjacent property;~~
  - ~~(iv) Adjoining properties will be shielded from light sources;~~
  - ~~(v) The use and storage of toxic or hazardous materials or processes will not be located within what would otherwise be the setback area unless adequate facilities to contain accidental spills on site consistent with state regulations are provided;~~
  - ~~(vi) The reduced setbacks will not interfere with existing sewer, water and other easements; and~~
  - ~~(vii) Reduced setbacks will not result in the creation of a traffic hazard nor will the reduced setback create a circumstance that does not comply with WCC 20.80.210(3), Vision Clearance.~~

#### **Rural Industrial – Manufacturing (RIM)**

Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
30'	30'	30'	30'	30'	20'	10'	10'

- ~~1. Setbacks for parcels adjoining a nonindustrial district(s) shall be administered pursuant to WCC 20.69.550 (Buffer area).~~

-

#### **Resource Lands Setbacks**

##### **Agricultural (AG)**

Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard

50'	50'	50'	50'	50'	50'	20'	20'
<p>1. The 50-foot front yard setback requirement for new buildings or additions may be waived if the zoning administrator finds the new building or addition is located along the same building line(s) of existing structures and will result in no additional encroachment and the public interest, safety and health are protected; provided, that for a new building the applicant shall also demonstrate that the proposed location is necessary for the economic viability and the continued operation of the agricultural use.</p> <p>2. The minimum separation between new residences not located on the same property and farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed shall be 300 feet. New farm uses such as barns, pens, milking sheds, or areas used to contain, house or feed animals or store manure or feed shall be situated at least 150 feet from existing residences not located on the same property. Expansion of existing facilities within the 150-foot buffer, providing such expansion is not closer to a neighbor's residence, and pastures are excluded from this section's requirements.</p> <p>3. Parcels of less than five nominal acres shall have the following minimum setbacks:</p> <ul style="list-style-type: none"> <li>• <i>Front yards:</i> <ul style="list-style-type: none"> <li>— Primary arterials and secondary arterials: 45 feet.</li> <li>— Collector arterials: 35 feet.</li> <li>— Neighborhood collectors, local access streets: 25 feet.</li> <li>— Minor access streets: 20 feet.</li> </ul> <p>Minimum front yard requirements can be reduced by the zoning administrator for boundary line adjustments or farmstead parcels established through WCC 20.40.253 and 20.40.254 if the proposed placement of the structures will result in a better fit with critical areas or prime soils and goes through the approval process in Chapter 21.03 WCC. In no case shall front yard depth be less than 20 feet.</p> </li> <li>• <i>Side yards:</i> minimum side yard setbacks shall be five feet. For boundary line adjustments or farmstead parcels established through WCC 20.40.253 and 20.40.254, the exterior side yard and exterior rear yard requirements of habitable structures shall be 30 feet.</li> <li>• <i>Rear yards:</i> minimum rear yard setbacks shall be five feet.</li> </ul> <p>4. A marijuana production or processing facility shall not be located within 1,000 feet of a community center. The distance shall be measured as the shortest straight line distance from the property line of the proposed building/business location to the property line of the community center. The zoning administrator may waive this spacing requirement from community centers if the authorized representatives of all existing community centers within 1,000 feet provide a notarized written agreement as provided by the department consenting to the facility and the waiver is approved through an administrative approval process per WCC 20.84.235.</p> <p>5. A marijuana production or processing facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The distance shall be measured as the shortest straight line distance from the closest point of a single-family dwelling (structure) to any structure or fence used for the production or processing of marijuana. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.</p> <p>6. A 10-foot setback from the international border between Canada and the United States shall be maintained as an open space vista. The 10-foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10-foot setback area after approval</p>							

from the International Boundary Commission.

### Commercial Forestry (CF)

Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
45'	35'	25'	25'	25'	20'	100'	100'

### Water Resource Protection Overlay

30'	30'	20'	20'	20'	20'	100'	100'
-----	-----	-----	-----	-----	-----	------	------

1. ~~Parcels utilized solely for community centers shall observe the following minimum setback requirements: front yard: 50 feet; side yard: 25 feet; rear yard: 25 feet.~~

### Rural Forestry (RF)

Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
45'	35'	25'	25'	25'	20'	20'	20'

### Water Resource Protection Overlay

30'	30'	20'	20'	20'	20'	20'	20'
-----	-----	-----	-----	-----	-----	-----	-----

1. ~~Setbacks shall be increased to 100 feet for those parcels in the Rural Forestry Zone situated adjacent to the Commercial Forestry Zone, except that such parcels whose owners have filed an agreement with the county auditor as specified in WCC 20.42.651 shall be subject to the standard setback of the Rural Forestry Zone. Forest industry buildings, stationary equipment or storage areas excluding scaling stations and watchman's stations shall not be located within 100 feet of any other zone district.~~
2. ~~Parcels utilized solely for community centers shall observe the following minimum setback requirements: front yard: 50 feet; side yard: 25 feet; rear yard: 25 feet.~~
3. ~~When a permitted residence (WCC 20.42.056) adjoins an existing parcel of 20 acres or more in size or a parcel that is being cultivated for commercial forestry production, a minimum building setback of 100 feet shall be established from the common property line.~~
4. ~~Lummi Island scenic estates setbacks shall be administered under the Rural Residential Island setback standards.~~
5. ~~A 10 foot setback from the international border between Canada and the United States shall be maintained as an open space vista. The 10 foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10 foot setback area after approval from the International Boundary Commission.~~
6. ~~A marijuana production or processing facility shall not be located within 1,000 feet of a community center. The distance shall be measured as the shortest straight line distance from the property line of the proposed building/business location to the property line of the community center. The zoning~~

administrator may waive this spacing requirement from community centers if the authorized representatives of all existing community centers within 1,000 feet provide a notarized written agreement as provided by the department consenting to the facility and the waiver is approved through an administrative approval process per WCC 20.84.235.

7. A marijuana production or processing facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The distance shall be measured as the shortest straight line distance from the closest point of a single-family dwelling (structure) to any structure or fence used for the production or processing of marijuana. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

### **Rural Residential Setbacks**

<b>Residential Rural (RR)</b>							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
45'	35'	25'	25'	25'	20'	5' <sup>1/2</sup>	5'
Water Resource Protection Overlay							
30'	30'	20'	20'	20'	20'	5'	5'
<p>1. Setbacks shall be increased to 100 feet for those parcels situated adjacent to the Forestry Zone District, except that such parcels whose owners have filed an agreement with the county auditor as specified in WCC 20.32.651 shall be subject to the standard setback in WCC 20.80.210.</p> <p>2. A 10-foot setback from the international border between Canada and the United States shall be maintained as an open-space vista. The 10-foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10-foot setback area after approval from the International Boundary Commission.</p>							
<b>Rural Residential Island (RR-I)</b>							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
-	-	25'	25'	25'	20'	5'	5'
<p>1. Residential Rural Island District. Setbacks shall be increased to 100 feet for those parcels situated adjacent to the Forestry Zone Districts, except that such parcels whose owners have filed an agreement with the county auditor as specified in WCC 20.42.651 shall be subject to the standard</p>							



setback in WCC 20.80.210.

### Point Roberts Transitional Zone (TZ)

Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
45'	35'	25'	25'	25'	20'	5'	5'

No additional standards.

<sup>1</sup>Zero lot line side yard setbacks may be approved by the zoning administrator for single family attached dwelling units along the common property line where the dwellings share a common wall.

-

### Rural Zoning Setbacks

#### Rural (R)

Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
45'	45'	35'	25'	25'	20'	5'	5'

#### Water Resource Protection Overlay

30'	30'	20'	20'	20'	20'	5'	5'
-----	-----	-----	-----	-----	-----	----	----

1. Setbacks shall be increased to 100 feet for those parcels situated adjacent to the Commercial Forestry Zone District, except that such parcels whose owners have filed an agreement with the county auditor as specified in WCC 20.36.651 shall be subject to the standard setback in WCC 20.80.210.
2. Lots created after 2001 through the cluster provisions, or lots created through the APO provisions which will be used for human habitation, shall be set back a minimum of 100 feet from the property line of any parcel or portion thereof which is designated or used for agricultural purposes. No structures shall be constructed within 30 feet of exterior, side and rear property lines, and no structure shall be constructed within 30 feet of an agricultural use. Subject to any further requirements within Chapter 20.38 WCC, Agriculture Protection Overlay.
3. A 10-foot setback from the international border between Canada and the United States shall be maintained as an open-space vista. The 10-foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10-foot setback area after approval from the International Boundary Commission.
4. A marijuana production or processing facility shall not be located within 1,000 feet of a community center. The distance shall be measured as the shortest straight line distance from the property line of the proposed building/business location to the property line of the community center. The zoning administrator may waive this spacing requirement from community centers if the authorized representatives of all existing community centers within 1,000 feet provide a notarized written agreement as provided by the department consenting to the facility.
5. A marijuana production or processing facility shall not be located within 300 feet of any existing residential unit not located on the same parcel as the facility. The distance shall be measured as the shortest straight line distance from the closest point of a single-family dwelling (structure) to any structure or fence used for the production or processing of marijuana. The zoning administrator may waive this spacing requirement from residential units if the owners of all existing residential units within 300 feet provide a notarized written agreement as provided by the department consenting to the facility, and the waiver is approved through an administrative approval process per WCC 20.84.235.

### Urban Residential Setbacks

Urban Residential Mixed Use (UR-MX)							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
45'	35'	25'	10'	10'	10'	5'	5'
Water Resource Protection Overlay							
30'	30'	20'	20'	20'	20'	5'	5'
<ol style="list-style-type: none"> <li>1. No specific setback requirements shall apply to a planned concept submitted for technical committee review. This provision could be used, for example, to allow zero-lot-line development.</li> </ol>							

Urban Residential Medium (URM)							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
45'	35'	25'	25'	25'	20'	5'	5'
Water Resource Protection Overlay							
30'	30'	20'	20'	20'	20'	5'	5'
1. Setback requirements for mobile home parks shall be 20 feet from the perimeter of the park for side and rear yards and shall be screened from neighboring uses in accordance with WCC 20.80.345.							
Urban Residential (UR)							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
45'	35'	25'	25'	25'	20'	5' <sup>1</sup>	5'
Water Resource Protection Overlay							
30'	30'	20'	20'	20'	20'	5'	5'
<p>1. Setbacks shall be increased to 100 feet for those parcels situated adjacent to the Forestry Zone District, except that such parcels which are less than 20,000 square feet in a subdivision approved prior to January 1, 1987, and whose owners have filed an agreement with the county auditor as specified in WCC 20.20.651, shall be subject to the standard setback in WCC 20.80.210.</p> <p>2. A 10 foot setback from the international border between Canada and the United States shall be maintained as an open space vista. The 10 foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10 foot setback area after approval from the International Boundary Commission.</p>							
<sup>1</sup> Zero lot line side yard setbacks may be approved by the zoning administrator for single-family attached dwelling units along the common property line where the dwellings share a common wall.							
-							

### Other Zoning Setbacks

Recreation Open Space (ROS)							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
100'	100'	50'	50'	50'	50'	50'	50'
<p>1. <del>Parcels utilized solely for community centers shall observe the following minimum setback requirements: front yard: 50 feet; side yard: 25 feet; rear yard: 25 feet.</del></p> <p>2. <del>Shoreline setbacks shall be administered consistent with the Shoreline Management Program of Whatcom County; provided, that a 25-foot setback is maintained from the ordinary high water mark of all water bodies and a 50-foot setback is maintained from the ordinary high water mark of fish spawn streams.</del></p> <p>3. <del>A 10-foot setback from the international border between Canada and the United States shall be maintained as an open-space vista. The 10-foot setback area may be used for landscaping, agriculture, and natural vegetation. Structures may only be built within the 10-foot setback area after approval from the International Boundary Commission.</del></p>							
Water Resource Protection Overlay (WRPO)							
Road Type						Other	
Commercial, Industrial, I-5, State Hwys, Principal & Minor Arterials	Collector Arterials or Major Collectors	Minor Collectors	Local Access Streets	Neighborhood Collector	Minor Access Streets	Side Yard	Rear Yard
30'	30'	20'	20'	20'	20'	See underlying zoning <sup>4</sup>	See underlying zoning <sup>4</sup>
1. <del>No additional standards.</del>							
<sup>4</sup> Refer to additional provisions of WCC 20.64.250 or 20.65.400.							

Zoning District	Setback (in feet) from:						
	Right-of-Way Classification					Other	
	I-5, State Hwys, Urban Principal, & Urban Minor Arterials	Urban Collector Arterials & Rural Major Collectors	Minor Collectors	Local Access Streets	Minor Access Streets	Side Yard	Rear Yard
<b>Residential Setbacks</b>							
<b>Rural Residential (RR)</b>	<u>45</u>	<u>35</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>5</u>	<u>5</u>
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	<u>30</u>	<u>30</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>5</u>	<u>5</u>
Note: Depending on circumstances, some RR setbacks may differ pursuant to WCC 20.80.210(5)(a)(iv) and 20.80.251(2).							
<b>Rural Residential-Island (RR-I)</b>	<u>=</u>	<u>=</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>5</u>	<u>5</u>
Note: Depending on circumstances, some RR-I setbacks may differ pursuant to WCC 20.80.251(4).							
<b>Point Roberts Transitional Zone (TZ)</b>	<u>45</u>	<u>35</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>5</u>	<u>5</u>
<b>Urban Residential Mixed Use (UR-MX)</b>	<u>45</u>	<u>35</u>	<u>25</u>	<u>10</u>	<u>10</u>	<u>5</u>	<u>5</u>
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	<u>30</u>	<u>30</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>5</u>	<u>5</u>
<b>Urban Residential Medium (URM)</b>	<u>45</u>	<u>35</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>5</u>	<u>5</u>
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	<u>30</u>	<u>30</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>5</u>	<u>5</u>
Note: Depending on circumstances, some URM setbacks may differ pursuant to WCC 20.80.251(3).							
<b>Urban Residential (UR)</b>	<u>45</u>	<u>35</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>5</u> <sup>1</sup>	<u>5</u>
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	<u>30</u>	<u>30</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>5</u>	<u>5</u>
Note: Depending on circumstances, some UR setbacks may differ pursuant to WCC 20.80.251(1).							
<b>Rural Setbacks</b>							
<b>Rural (R)</b>	<u>45</u>	<u>45</u>	<u>35</u>	<u>25</u>	<u>20</u>	<u>5</u>	<u>5</u>
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	<u>30</u>	<u>30</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>5</u>	<u>5</u>
Note: Depending on circumstances, some R setbacks may differ pursuant to WCC 20.38.060(7), 20.80.210(5)(a)(iv), and 20.80.252.							
<b>Commercial Setbacks</b>							
<b>General Commercial (GC)</b>	<u>30</u>	<u>30</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>0</u>	<u>10</u>
Note: Depending on circumstances, some GC setbacks may differ pursuant to WCC 20.62.550.							
<b>Rural General Commercial (RGC)</b>	<u>30</u>	<u>30</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>0</u>	<u>10</u>
Note: Depending on circumstances, some RGC setbacks may differ pursuant to WCC 20.59.600.							
<b>Tourist Commercial (TC)</b>	<u>30</u>	<u>30</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>0</u>	<u>10</u>
Note: Depending on circumstances, some TC setbacks may differ pursuant to WCC 20.63.550 and 20.80.253(3).							
<b>Small Town Commercial (STC)</b>	<u>30</u>	<u>30</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>0</u>	<u>10</u>
Note: Depending on circumstances, some STC setbacks may differ pursuant to WCC 20.59.600, 20.61.400(1), and 20.61.600.							
<b>Resort Commercial (RC)</b>	<u>30</u>	<u>30</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>5</u>	<u>5</u>
Note: Depending on circumstances, some RC setbacks may differ pursuant to WCC 20.64.350, 20.64.550, and 20.80.253(4).							
<b>Neighborhood Commercial</b>	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>20</u>	<u>0</u>	<u>10</u>



Zoning District	Setback (in feet) from:						
	Right-of-Way Classification					Other	
	I-5, State Hwys, Urban Principal, & Urban Minor Arterials	Urban Collector Arterials & Rural Major Collectors	Minor Collectors	Local Access Streets	Minor Access Streets	Side Yard	Rear Yard
(NC)							
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	0	10
Note: Depending on circumstances, some NC setbacks may differ pursuant to WCC 20.80.253 and 20.60.550.							
Industrial Setbacks							
Heavy Impact Industrial (HII)	100	100	100	100	30	30	30
Note: Depending on circumstances, some HII setbacks may differ pursuant to WCC 20.68.552 and 20.80.254(3).							
Light Impact Industrial (LII)	30	30	30	30	20	10	10
Note: Depending on circumstances, some LII setbacks may differ pursuant to WCC 20.80.254(1).							
General Manufacturing (GM)	30	30	30	30	20	10	10
Note: Depending on circumstances, some GM setbacks may differ pursuant to WCC 20.80.254(2).							
Gateway Industrial (GI)	25	25	25	25	25	10	10
Note: Depending on circumstances, some GI setbacks may differ pursuant to WCC 20.65.400.							
Airport Operations (AO)	30	30	30	30	20	10	10
Note: Depending on circumstances, some AO setbacks may differ pursuant to WCC 20.70.550 and 20.80.254(4).							
Rural Industrial – Manufacturing (RIM)	30	30	30	30	20	10	10
Note: Depending on circumstances, some RIM setbacks may differ pursuant to WCC 20.69.350 and 20.69.550.							
Resource Lands Setbacks							
Agricultural (AG)							
- parcels ≥ 5 acres	50	50	50	50	50	20	20
- parcels < 5 acres	45	35	25	25	20	5	5
Note: Depending on circumstances, some AG setbacks may differ pursuant to WCC 20.38.060(7) and 20.80.255.							
Rural Forestry (RF)	45	35	25	25	20	20	20
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	20	20
Note: Depending on circumstances, some RF setbacks may differ pursuant to WCC 20.80.210(5)(a)(iv) and 20.80.256.							
Commercial Forestry (CF)	45	35	25	25	20	100	100
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	100	100
Note: Depending on circumstances, some CF setbacks may differ pursuant to WCC 20.80.256(2).							
Other Setbacks							
Recreation Open Space (ROS)	100	100	50	50	50	50	50
Note: Depending on circumstances, some ROS setbacks may differ pursuant to WCC 20.80.257.							

<sup>1</sup> Water Resources Protection Overlay district

<sup>2</sup> Lake Whatcom Watershed Overlay district

27. In 20.80.254:

- Delete the reference to the Cherry Point/Ferndale Subarea Plan in subsection (3)(c), as it is docketed for repeal. The intent of this policy is already included within the regulation of 20.68.552.
- Fix the faulty cross-reference in subsection (3)(b).
- Delete the last sentence of (3)(e), as it makes no sense (refers to a process in (3)(d), but there is no process in that section).

#### **20.80.250 Special setback provisions by district.**

##### **20.80.254 Industrial districts.**

###### **(3) Heavy Impact Industrial District.**

- (a) All setbacks shall be increased by one foot for each foot of building height, (excluding tanks and similar structures), ~~which that~~ exceeds 50 feet in height.
- (b) The building setbacks of WCC 20.80.210 shall not apply to utility or security structures such as poles, meters, fences, guard structures and the like, nor to structures relating to shipment on railroad rights-of-way; provided, that no traffic hazards are created. For nonindustrial buildings, the provisions of subsection (23)(e) of this section shall apply.
- (c) Setbacks for parcels adjoining a nonindustrial district(s) shall be administered pursuant to WCC 20.68.550 (Buffer Area) ~~and Policy 1.05 of the Heavy Impact Industrial designation of the Cherry Point-Ferndale Subarea Plan.~~
- (d) The setback requirements of the Heavy Impact Industrial District shall apply to the storing and handling of hazardous materials; provided, that if federal and/or state regulations require different setbacks, the greater setback (county, federal, or state) shall be used.
- (e) The zoning administrator may reduce setbacks for nonindustrial buildings to those of Light Impact Industrial if the reduced setbacks would not interfere with existing sewer, water and other easements. ~~A greater reduction in setback requires approval under subsection (3)(d) of this section.~~

## Chapter 20. 25 Land Use and Development Fees

28. The current refund code language is oriented towards short-term permit time periods rather than the lengthier docketing of Comprehensive Plan or code amendments. Docket items can take a year or more (sometimes several years) to process due to PDS workloads, state mandates, Council priorities, and/or work program resource limitations. However, the existing refund deadlines of 14 or 90 days precludes an applicant from receiving a refund after those deadlines even if work has not yet commenced on the project. This proposed amendment would allow for partial to full application fee refunds for docketed items depending upon the amount of review and work undertaken by PDS.

### 22.25.040 Refund of application fees.

Refunds of application fees for project permits and for amendments to the Whatcom County comprehensive plan, development regulations and official maps shall be computed based on the following, unless otherwise indicated in the Whatcom County Code. All refund requests shall be submitted in writing to the department of planning and development services director. The date of application for a refund request shall be the date the written refund request is received by the department. For the purpose of computing elapsed calendar days, the day after the date of application or deadline date as appropriate shall be counted as day one.

#### (1) Fees for Project Permits.

- (a) Applications withdrawn on or before the fourteenth calendar day after the date of application shall be eligible for a refund of 90 percent of all application fees including any SEPA fees.
- (b) Applications withdrawn after the period set forth in subsection (1)(a) of this section but on or before the ninetieth calendar day after the date of application shall be eligible for a refund of 50 percent of all application fees except for any SEPA fees which shall not be eligible for a refund.
- (c) Applications withdrawn after the ninetieth calendar day after the date of application shall not be eligible for a refund.
- (d) Notwithstanding the above, no fees shall be refunded for any permit or approval that has been issued or granted by the county.
- (e) The director may authorize a full refund of any project permit application fee paid in error.

#### (2) Fees for Amendments to the Whatcom County Comprehensive Plan, Development Regulations, and Official Maps.

(a) The docketing fee shall be non-refundable.

(b) The amendment application fee may be refunded, if the application is withdrawn, as follows:

(i) If the application has been docketed, but review of the application has not commenced, 100% of the application fee may be refunded.

(ii) If the application has been docketed and review of the application has commenced, but the staff report has not been issued, 75% of the application fee may be refunded.

(iii) If the application has been docketed and a staff report has been issued, but a Planning Commission hearing has not been held, 50% of the application fee may be refunded.

(iv) If the application has been docketed and the Planning Commission has held a public hearing, then the application fee may not be refunded.

- (c) The SEPA checklist fee may be refunded if the application is withdrawn and SEPA review has not commenced.
- ~~(a)~~(d) The legal notice fee may be refunded if the application is withdrawn and legal notice has not been published.
- (a) ~~Applications for amendments that are withdrawn on or before the fourteenth calendar day after the deadline for submitting the fee shall be eligible for a refund of 90 percent of all application fees including SEPA fees. If there is no deadline for submitting the fee, the 90 percent refund shall be given if the application is withdrawn on or before the fourteenth calendar day after the fee was submitted.~~
- (b) ~~Applications for amendments that are withdrawn after the period set forth in subsection (2)(a) of this section but on or before the ninetieth calendar day after the deadline for submitting the fee shall be eligible for a refund of 50 percent of all application fees except for SEPA fees which shall not be eligible for a refund. If there is no deadline for submitting the fee, the 50 percent refund shall be given if the application is withdrawn on or before the ninetieth calendar day after the fee was submitted.~~
- (c) ~~Applications for amendments that are withdrawn after the 90 calendar days shall not be eligible for a refund.~~ (3) ~~Withdrawal of an application shall constitute full surrender of any express or implied rights inherent in an application which has been perfected and accepted by the planning and development services department or its designees.~~

**WHATCOM COUNTY**

Planning & Development Services  
5280 Northwest Drive  
Bellingham, WA 98226-9097  
360-778-5900, TTY 800-833-6384  
360-778-5901 Fax



**Mark Personius, AICP**  
Director

## Memorandum

TO: The Honorable County Council  
Jack Louws, County Executive

FROM: Cliff Strong, Senior Planner

DATE: December 17, 2018

SUBJECT: Code Scrub 2018

---

Staff has prepared some minor amendments to WCC Titles 20 (Zoning), 21 (Land Division Regulations), and 22 (Land Use and Development Procedures). This is our annual "code scrub," wherein staff proposes various amendments to clarify code and fix inconsistencies and grammar they have found over the year. No major policy changes are proposed.

Staff recommends that the Council's Planning & Development Committee review and discuss the attached staff report and Exhibit A showing the proposed amendments, introduce the ordinance January 15<sup>th</sup>, hold a public hearing on January 29<sup>th</sup> and recommend the County Council adopt these provisions.



# Code Scrub 2018

---

## Exhibit A: Proposed Amendments

(Note: Yellow highlight indicates Planning Commission amendments.)

### Chapter 20.38 Agriculture Protection Overlay

1. Clarify 20.38.060(7), as the language is confusing. The intent is to have greater setbacks for cluster subdivisions when adjacent to agricultural land so as to minimize nuisance complaints.

20.38.060 Development and use standards.

- (7) Any inhabitable structure within the cluster subdivision shall be set back a minimum of 100 feet, and any accessory or other non-inhabitable structures shall be set back at least 30 feet, from the property line of any parcel that is an APO reserve tract or designated or taxed for agricultural purposes.

---

### Chapter 20.40 Agriculture (AG) District

2. Revise 20.40.254(5)(a) & (b) to correspond to the minimum parcel sizes listed in Table 20.40.251. Pursuant to the table, one has to maintain a minimum lot size of "X acres," but the text inconsistently says "greater than X acres."

20.40.250 Division or modification of parcels.

.254 Separation of the Farmstead Parcel Criteria.

...

- (5) Division or Boundary Line Adjustment for Agricultural Purposes Only. Lots smaller than the minimum lot size of WCC 20.40.251 may be created through land division or rearranged through a boundary line adjustment provided the following:

- (a) The parent parcel does not contain an existing residence, or said existing residence will remain on a parcel 40 acres or larger in size; and
- (b) The parcel created is 10 acres or larger or is appended to another parcel; and

...

3. Add maximum density language to Chapter 20.40 similar to other zones. All other zoning chapters specify what the maximum density for that zone is. Though a maximum density of a dwelling unit/acre is implied by the 40 ac minimum parcel size, it's not explicitly stated.

20.40.550 Maximum Density.

The maximum density in the Agricultural District shall be 1 dwelling unit per 40 acres.

## Chapter 20.97 Definitions

4. Currently there are four definitions of hazard trees in various sections of the code. Staff had proposed to replace the definition of "Hazard Tree" with one recommended by our Prosecuting Attorney and delete the others so that they are all consistent.

The Planning Commission, though, found that definition was wanting in terms of grammar and clarity and amended it to try to fix it (see below).

However, upon further reflection, staff still found it ambiguous, especially in conjunction with the amendments proposed in Issue 5, below. Staff now proposes a new definition..

### 20.97.171.2 and 16.16.900 Hazard Tree

**Original staff proposal:** "Hazard Tree" means a tree which poses an imminent failure, poses a likelihood of striking the target, and has a significant consequence of tree failure as determined through a tree risk evaluation form provided by Whatcom. A tree which constitutes an airport hazard is considered a hazard tree." "Imminent" in this case means failure has started or is most likely to occur in the near future, even if there is not significant wind or increased load. This is a rare occurrence to encounter, and it may require immediate action to protect people from harm.

**Planning Commission rewrite:** "Hazard Tree" means a tree that poses an imminent failure and poses a likelihood of causing damage to persons or property, has a significant consequence of tree failure (as determined through a tree risk assessment form provided by Whatcom County). A tree that constitutes an airport hazard is considered a hazard tree." "Imminent" in this case means failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load.

**Final staff proposal:** "Hazard Tree" means a tree whose risk evaluation, as determined through a Whatcom County approved tree risk assessment method, is high. Risk evaluation is the combined measurement of: tree failure identification, probability of failure, potential damage to permanent physical improvements to property causing personal injury, and consequences. A tree that constitutes an airport hazard is considered a hazard tree. A hazard tree whose failure is imminent and consequences of damage to permanent physical improvements to property causing personal injury is significant is considered an emergency. "Imminent" in this instance means failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load. Imminent may be determined by a qualified consultant (defined in WCC 16.16.900) or when mutually agreed upon by a land owner and Whatcom County.

5. Amend the hazard tree exemption in 20.51.430(1)(a) and 20.71.354(1)(a). Though they both say the removal of hazard trees is exempt from obtaining a tree removal permit, they also say you have to meet the requirements of (5), which require obtaining a tree removal permit.

Staff had originally proposed, and the Planning Commission recommended approval of (with a few amendments for clarity's sake), the first versions in the following sections. However, upon further reflection, staff still found it ambiguous, especially in conjunction with the amendments proposed in Issue 4, above. Staff now proposed additional amendments, show in the second versions in the following sections.

## Chapter 20.51 Lake Whatcom Watershed Overlay District

Original staff proposal, as amended and approved by the Planning Commission:

20.51.430 Tree removal not associated with development activity.

- (1) Permit Required for Removal of Trees. No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Whatcom watershed, or any tree(s) in the public right-of-way, without first obtaining a tree removal permit as provided in this section, unless the activity is exempted below:

- (a) When Whatcom County has approved an ISA Basic Tree Risk Assessment Form, removal of any hazard trees or as necessary to remedy an immediate threat to person or property, pursuant to the requirements in subsection (5) of this section;
- (b) Pruning and maintenance of trees of up to 25 percent of the foliage.

...

- (5) Hazard Tree Removal. Any property owner seeking to remove any number of significant trees that are a hazard shall first obtain approval of an ISA Basic Tree Risk Assessment Form or a tree removal permit and meet the requirements of this subsection.

- (a) Tree Risk **Assessment**. When the hazard is obvious, submit only the ISA Basic Tree Risk Assessment Form.
- (b) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required.
- (c) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or their buffers, tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.

Final staff proposal:

20.51.430 Tree removal not associated with development activity.

- (1) Permit Required for Removal of Trees. No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Whatcom watershed, or any tree(s) in the public right-of-way, without first obtaining a tree removal permit as provided in this section, unless the activity is exempted below; provided the tree is not located within the shoreline jurisdiction or within a critical area or a critical area buffer:

- (a) Removal of any hazard trees considered an emergency within the definition of hazard tree in WCC 20.97. Within 30 days after the emergency is abated the land owner shall submit photo documentation with a form provided by Whatcom County.
- (b) Pruning and maintenance of trees of up to 25 percent of the foliage.

...

- (5) Removal of Hazard Trees. Any property owner seeking to remove any number of significant trees not considered an emergency pursuant to subsection (1) must submit a tree risk assessment using an approved Whatcom County method prepared by a qualified professional; provided, that removal of hazard trees in critical areas or their buffers shall be in accordance with the requirements of Chapter 16.16 WCC.

## Chapter 20.71 Water Resource Protection Overlay District

Original staff proposal, as amended by the Planning Commission:

20.71.354 Tree removal not associated with development activity.

- (1) Permit Required for Removal of Trees. No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Padden and Lake Samish watersheds, or any tree(s) in the public right-of-way, without first obtaining a tree removal permit as provided in this section, unless the activity is exempted below:
  - (a) When Whatcom County has approved an ISA Basic Tree Risk Assessment Form, removal of any hazard tree(s) as necessary to remedy an imminent threat to person or property, pursuant to the requirements in subsection (5) of this section;
  - (b) Pruning and maintenance of trees of up to 25 percent of the foliage.fdsdf

...

- (5) Hazard Tree Removal. Any property owner seeking to remove any number of significant trees that are a hazard shall first obtain approval of an ISA Basic Tree Risk Assessment Form or a tree removal permit and meet the requirements of this subsection.
  - (a) Tree Risk Assessment. When the hazard is obvious, submit only the ISA Basic Tree Risk Assessment Form.
  - (b) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or their buffers, tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.
  - (c) Trees in Critical Areas or Critical Area Buffers. For hazard trees in critical areas or their buffers, tree removal shall be in accordance with the requirements of Chapter 16.16 WCC.

Final staff proposal:

20.71.354 Tree removal not associated with development activity.

- (1) Permit Required for Removal of Trees. No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Padden and Lake Samish watersheds, or any tree(s) in the

public right-of-way, without first obtaining a tree removal permit as provided in this section, unless the activity is exempted below; provided the tree is not located within the shoreline jurisdiction or within a critical area or a critical area buffer:

(a) Removal of any hazard trees considered an emergency within the definition of hazard tree in WCC 20.97. Within 30 days after the emergency is abated the land owner shall submit photo documentation with a form provided by Whatcom County.

(b) Pruning and maintenance of trees of up to 25 percent of the foliage.

...

(5) Removal of Hazard Trees. Any property owner seeking to remove any number of significant trees not considered an emergency pursuant to subsection (1) above must submit a tree risk assessment using an approved Whatcom County method prepared by a qualified professional; provided that removal of hazard trees in critical areas or their buffers shall be in accordance with the requirements of Chapter 16.16 WCC.

## Chapter 20.62 General Commercial (GC) District

6. Amend the heading of 20.62.300, as the text describes a maximum, not a minimum, density.

20.62.300 Maximum density.

.301 Hotels and motels shall not exceed a floor area ratio of .60.

---

## Chapter 20.66 Light Impact Industrial (LII) District

7. Amend 20.66.550 to remove the increased setback from "principal arterials." Whatcom County doesn't have a "principal arterial" classification.

20.66.550 Buffer area.

.551 When a parcel situated within this district adjoins an Urban Residential, Urban Residential Medium Density, Urban Residential-Mixed, Rural, or Residential Rural District, setbacks shall be increased to 50 feet. A minimum of 25 feet shall be landscaped consistent with the requirements of WCC 20.80.345.

---

8. In 20.68.552(5), delete the reference to the Cherry Point/Ferndale Subarea Plan, as it is slated for repeal. The intent of this policy is already included within the regulation of .552.

"Policy 1.05: To attain compatibility with surrounding nonindustrial land use designations and to minimize heavy industrial off-site impacts, it is the policy of Whatcom County to require industrial users to provide a buffer which is located within the designated HEAVY IMPACT INDUSTRIAL area and which adjoins said nonindustrial land use designations.



As a means of protecting the existing and planned residential uses in the Point Whitehorn area from detrimental environmental and visual impacts generated from the Heavy Impact Industrial area, a 660-foot buffer strip shall be established. Said buffer shall be situated adjacent to and south of Grandview Road between Jackson Road and Koehn Road; adjacent to and east of Koehn Road between Grandview Road and Brown Road; and adjacent to the east of the eastern property line of tax lots 2.27 and 2.28 between Brown Road and the shoreline. This buffer strip may be utilized for security or protective uses, parking, or the open space requirements of the Heavy Impact Industrial zone district. Land within the buffer strip which is not required for the above uses and is currently covered with natural vegetative species shall not be cleared, logged or altered in any manner which would reduce the natural screening characteristics of said buffer."

## Chapter 20.68 Heavy Impact Industrial (HII) District

### 20.68.550 Buffer area.

.552 To implement the buffer requirements of this district, minimum setbacks for heavy industrial buildings and accessory structures shall be established consistent with the following options:

- (1) If a planting screen is not provided by the industrial user and no natural vegetative screening exists, the minimum setback(s) shall be 660 feet, as measured from the edge of the district boundary. The setback area may be used for security roads, parking, or open space.
- (2) If natural sight-obscuring and dense vegetation exists, the minimum setback(s) shall be 250 feet, as measured from the district boundary; provided, that a minimum width of 50 feet of natural vegetation is retained. The remainder of the setback(s) may be used for security roads, parking, or open space.
- (3) If a 50-foot buffer planting screen is established, pursuant to WCC 20.80.345, the minimum setback(s) shall conform to the setback requirements of WCC 20.80.200, as measured from the district boundary. In addition, security roads may be situated within the minimum buffer setback; provided, that the 50-foot-wide buffer planting is established.
- (4) When a parcel situated within this district is located within the Bellingham Urban Growth Area and adjoins an Urban Residential District or residential district within the city limits, setbacks for heavy industrial buildings and/or uses shall be increased to 100 feet and landscaped in accordance with the requirements of WCC 20.80.345.
- (5) In no case shall the setback from the northern and western boundaries of the Cherry Point Heavy Industrial area not contiguous to another industrial zone be less than 660 feet, nor the natural vegetation removed except for parking and security or protective.

## Chapter 20.80 Supplementary Requirements

9. In 20.80.220(1)(a), clarify the “use of setback areas” language and add “uncovered decks” and “utilities,” as these are typically allowed in a front yard setback.

In 20.80.220(1)(a)(i)(A), updated the name of the adopted fire code.

In 20.80.220(1)(c), clarify that higher appurtenances (up to 6 feet) are allowed in rural areas. We distinguish that these are allowed in rural areas, but not urban areas, since in urban areas lots are smaller and typically built as suburban neighborhoods where 6-foot fences and hedges in front yards lead to isolation of neighbors, lessen safety (both sight distance and policing), break up the streetscape, and generally diminish “community.”

Additionally in 20.80.220(1)(c), delete the vision clearance requirements, as this is just a repeat of what’s found in WCC 20.80.210(3).

### 20.80.220 Use of setback areas

All setback measurements are minimum requirements. All front yard and rear yard setback areas shall be open from side-to-side of the lot except as otherwise provided by the following:

#### (1) Front Yards.

- (a) Appurtenances, including but not limited to: uncovered patios and decks less than 30 inches in height; driveways and walkways; pools and other recreation equipment; utilities, septic systems, and propane tanks with fuel capacities up to 500 gallons; and fences, walls, and vegetative hedges up to four feet in height may be placed in this front yard setback area subject to the limitations of WCC 20.80.210(3) (Vision Clearance); and provided, that:
  - (i) The location of propane tanks with fuel capacities up to 500 gallons is restricted to the rear 50 percent of front yard setbacks. All such propane tanks shall be:
    - (A) Inspected and approved by the Whatcom County fire marshal for compliance with the most currently adopted International Fire Code and, when required by the Fire Marshal, isolated from other uses by a noncombustible wall or fence; and
    - (B) Screening by a fence or with shrub vegetation planted to a minimum height of six inches above the top surface of the propane tank is encouraged.

...

- (c) Outside of Urban Growth Areas fences, walls, and vegetative hedges up to a maximum of six feet in height may be located within the front yard setback area subject to the limitations of WCC 20.80.210(3) (Vision Clearance).

- (3) Side yards must be kept open; provided, that uncovered patios and decks less than 30 inches in height; driveways, walkways, and parking areas; pools and other recreational equipment; and fences, walls, and vegetative hedges up to seven feet in height may be placed in the side yard.

10. In 20.83.050, clarify that nonconforming structures, while they can be rebuilt, must be rebuilt on one's own property and cannot cross onto someone else's property (even if it's been there awhile).

20.83.050 Damage or destruction – Rebuilding permitted.

If a nonconforming use or structure is damaged or destroyed by any means, that use or structure may be permitted to be rebuilt to the same square footage of damaged or destroyed structure(s), for the same use and location on the site; except, no portions of said rebuilt structure may extend onto property not belonging to the owner.

---

11. Amend 20.80.230(2) so that reduced front yard setbacks can be applied wherever necessary to protect critical areas, not just shorelines.

20.80.230 Measurement of setbacks.

(4) Reduction of setbacks. In situations where a property is so encumbered by shoreline setbacks, critical areas, and/or their buffers that a typical structure for that zone cannot be built due to dimensional requirements, the Zoning Administrator or Hearing Examiner, whichever is the decision maker on the permit, may reduce the standard front yard setback to 20 feet.

---

12. Delete 20.80.545. The limitations of the first sentence are already covered by WCC 20.80.350 (Parking Areas). The second sentence requires that a driveway be at least 30 feet long (20' for the parking spot, plus the 10' setback), which is greater than the typical front yard setback (20-25'). Driveways on typical suburban development are 20 feet long. The existing language basically makes it illegal to park in a typical driveway.

---

13. In 20.80.650, update the name of agency responsible for establishing minimum permissible emission levels (it was renamed many years ago).

20.80.650 Air quality.

No development, including traffic generated directly by it, should generate air pollution exceeding the minimum permissible emission levels established by the Northwest Clean Air Agency (NWCAA) or the Environmental Protection Agency.

---

14. Delete WCC 20.80.670, as it is covered in the Shoreline Management Program (WCC 23.100.090). This is already covered by WCC 16.16.720.

---

## Chapter 20.85 Planned Unit Developments (PUD)

15. Amend 20.85.101 to reference the correct building and fire codes.

20.85.100 Design and development standards.

20.85.101 Conformance.

All uses and development shall conform to all relevant requirements and standards of:

(2) The International Building and Fire Codes;

16. Add a new section 20.85.119 to Chapter 20.85. WCC 16.16.260(E) already has this allowance, but this insertion will help point readers to it.

20.85.119 Critical Areas – Alternative Mitigation Plans.

The Hearing Examiner may recommend and the County Council may approve alternative mitigation plans for planned unit developments in accordance with WCC 16.16.261, which may be used to satisfy the requirements of WCC Chapter 16.16 and relief from the specific standards and requirements thereof.

---

## Chapter 20.88 Major Project Permits

17. Amend 20.88.275. If someone applies for a Planned Unit Development, we do not make them obtain a Master Project Permit. The same should be true of applying for a developer's agreement, as they, too, go before the Council.

20.88.200 Procedure

.275 Major project permits: Where an applicant has applied for a planned unit development or a development agreement, that project shall be exempt from the requirement to obtain a major project permit.

---

18. In 20.97, amend the definition of “party of record” and add a definition of “standing.” In other sections of the code, amend so that one must be a person with “standing” in order to file an appeal.

According to the Prosecuting Attorney, our current definition of “Party of Record” is a broad, somewhat confusing status for people who are in the record or contribute to the record. This status should only mean that you get notice of hearings. This does not mean that you automatically have standing. A person could be a Party of Record and have standing, but they don’t have standing just because they are a party of record. “Standing” should be the operative term that allows people to appeal. The proposed definition of “standing” is that found in RCW 36.70C.060 (Judicial Review of Land Use Decisions)

## Chapter 20.97 Definitions

### 20.97.293 Party of record.

“Party of record” means any of the following:

1. The applicant and any appellant;
2. The property owner as identified by Whatcom County Assessor’s records;
3. Any person, County department, and/or public agency who individually submitted written comments or testified at the open record hearing on the merits of the case (excluding persons who have only signed petitions or mechanically produced form letters); and;
4. Any person, County department, and/or public agency who specifically request notice of decision by entering their name and mailing address on a register provided for such purpose at the open record hearing.

A party of record does not include a person who has only signed a petition or mechanically produced form letters. A party of record to an application/appeal shall remain such through subsequent county proceedings involving the same application/appeal. The county may cease mailing material to any party of record whose mail is returned by the postal service as undeliverable.

A Party of Record does not have standing unless they meet the standing criteria. Persons who do not qualify as a party of record may still receive notice of a decision or recommendation by submitting their names and addresses to the Hearing Examiner with a request for such notice.

### 20.97.293 Standing.

“Standing” is the status required for a person, agency, or other entity to bring an action before the Hearing Examiner. A person has standing per RCW 36.70C.060 if they are:

1. The applicant and the owner of property to which the land use decision is directed;
2. Another person, County department, and/or public agency aggrieved or adversely affected by the land use decision, or who would be aggrieved or adversely affected by a reversal or modification of the land use decision. A person is aggrieved or adversely affected within the meaning of this section only when all of the following conditions are present:
  - (a) The land use decision has prejudiced or is likely to prejudice that person;
  - (b) That person's asserted interests are among those that the local jurisdiction was required to consider when it made the land use decision;



- (c) A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the land use decision; and
- (d) The petitioner has exhausted his or her administrative remedies to the extent required by law.

## Chapter 21.02 Variances, Appeals and Amendments

### 21.02.030 Appeals.

- (1) Any person with standing may appeal any order, final permit decision, final administrative determination including pre-approval or preliminary approval in the administration or enforcement of this title. The hearing examiner shall have the authority to hear and decide appeals pursuant to WCC 22.05.160.

## Chapter 22.05 Project Permit Procedures

### 22.05.110 Final decisions.

- (1) The director or designee's final decision on all Type I or II applications shall be in the form of a written determination or permit. The determination or permit may be granted subject to conditions, modifications, or restrictions that are necessary to comply with all applicable codes.
- (2) The hearing examiner's final decision on all Type III applications per WCC 22.05.020 or appeals per WCC 22.05.160(1) shall either grant or deny the application or appeal.
  - (a) The hearing examiner may grant Type III applications subject to conditions, modifications or restrictions that the hearing examiner finds are necessary to make the application compatible with its environment, carry out the objectives and goals of the comprehensive plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.
  - (b) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.
  - (c) The hearing examiner shall render a final decision within 14 calendar days following the conclusion of all testimony and hearings. Each final decision of the hearing examiner shall be in writing and shall include findings and conclusions based on the record to support the decision.
  - (d) No final decision of the hearing examiner shall be subject to administrative or quasi-judicial review, except as provided herein.
  - (e) The applicant, any person with standing, or any county department may appeal any final decision of the hearing examiner to superior court, except as otherwise specified in WCC 22.05.020.

## Chapter 22.20 Land Use and Development Code Interpretation Procedures

### 22.20.060 Appeals.

Any person with standing may file an appeal of a formal code interpretation. The appeal shall follow all rules and procedures for appeals to the Hearing Examiner as set forth in WCC 22.05.160.

## Chapter 20.89 Density Transfer Procedure

19. Delete 20.86.051(2) and (3), which require Transfer of Development Rights (TDRs) for certain rezones and UGA expansions. Similar provisions in WCC 2.160.080 and WCC 20.90.064 were repealed when Title 22 was adopted in June 2018 (Ordinance 2018-032). Additionally, the Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report (October 3, 2018) states:

"A Civil Deputy from the County Prosecuting Attorney's Office stated that, in his opinion, the County cannot require TDRs for UGA expansions or rezones under RCW 82.02.020.

The TDR/PDR Work Group recommends that the County consider deleting WCC 20.89.051(2) and (3), which state that certain rezone requests and UGA expansions are required to transfer development rights from designated TDR sending areas" (pp. 55, see also pp. 50 and 51).

Therefore, deleting these code provisions should be considered.

20.89.050 Receiving areas.

.051 Designation of Receiving Areas. In addition to those areas which qualify as receiving areas according to the official Whatcom County zoning map, the county council may approve additional areas as receiving areas.

- (1) Designated Receiving Areas. Such additional areas may be approved through the process established for amendments to the official Whatcom County zoning map and pursuant to the procedures and requirements in Chapter 22.10 WCC, Amendments.
- (2) Cities. In cooperation with Whatcom County, cities may designate additional TDR receiving areas within their jurisdictional boundaries for the purposes of receiving transferred densities pursuant to this chapter. Under the above provisions, the designation of additional TDR receiving areas shall be based upon findings that the area/site is appropriate for higher residential densities, is not limited by significant critical areas, and neighboring areas would not be significantly adversely impacted. If such areas are determined to be appropriate for designation as TDR receiving areas/sites, prior to development, parcel owners shall be required to purchase TDRs to attain the maximum gross density requested under the proposed zoning. The purchase of TDRs shall not be required until such time that the requirements of WCC 20.89.060 have been met.
- (3) Water Resource Protection Overlay District. Development rights may be transferred within the Water Resource Protection Overlay District for an increase in impervious surface pursuant to Chapter 20.71 WCC.

---

## Chapter 20.97 Definitions

20. In 20.97, add a definition of "director."

20.97.099.4 Director.

"Director" means the Director of Planning and Development Services or his/her designee.

## Chapter 22.05 Project Permit Procedures

21. In 22.05.010, add a section that says all definitions are found in 20.97, as there is no definitions section of Title 22.

22.05.010 Purpose and applicability.

(3) The meaning of words used in this chapter shall be as defined in WCC 20.97.

22. In 22.05.160(1):

- Clarify that an appeal application is only valid if it meets the listed requirements and that it must be filed with an application form developed by PDS.
- Clarify that appeal hearings before the Hearing Examiner are “open record public hearings.”
- Change “party of record” to “person with standing” for the reasons provided in Issue 18, above.

22.05.160 Appeals.

- (1) Any person with standing may appeal any order, final permit decision, or final administrative determination made by the director or designee in the administration or enforcement of any chapter to the hearing examiner, who has the authority to hear and decide such appeals per WCC 2.11.210.
- (a) To be valid, an appeal shall be filed, on a form provided by the Department, with the Department within 14 calendar days of the issuance of a final permit decision and shall be accompanied by a fee as specified in the Unified Fee Schedule. The written appeal shall include:
- i. The action or decision being appealed and the date it was issued;
  - ii. Facts demonstrating that the person is adversely affected by the decision;
  - iii. A statement identifying each alleged error and the manner in which the decision fails to satisfy the applicable decision criteria;
  - iv. The specific relief requested; and
  - v. Any other information reasonably necessary to make a decision on the appeal.
- (b) The hearing examiner shall schedule an open record public hearing on the appeal to be held within 60 calendar days following the department’s receipt of the application for appeal unless otherwise agreed upon by the county and the appellant.
- (c) A party who fails to appeal within 14 calendar days is barred from appeal, per Chapter 2.11 WCC.
- (d) The business rules of the hearing examiner shall govern appeal procedures. The hearing examiner shall have the authority granted in the business rules, and that authority is incorporated herein by reference. See also WCC 2.11.220.
- (2) The applicant, any person with standing, or any county department may appeal any final decision of the hearing examiner to superior court or other body as specified by WCC 22.05.020. The appellant shall file a written notice of appeal within 21 calendar days of the final decision of the hearing examiner, as provided in RCW 36.70C.040.

23. Amend the definitions (20.97) of “electric vehicle charging station” and “electric vehicle rapid charging station” merging the two into one definition. We can merge the two definitions since the code doesn’t even address “electric vehicle charging stations,” and there isn’t much difference between the two other than how fast it can charge.

Additionally, wherever “electric vehicle rapid charging stations” are allowed as accessory uses, delete the word “rapid” and “accessory to conditionally approved service stations” (or the variants on that clause).

These rules were adopted when electric vehicles were relatively new and no one knew what charging stations would look like or how they would operate. Today, electric vehicle charging stations generally occupy a small number of parking spaces already existing in strip malls or other commercial centers, where people can stop and eat, shop, or run other errands while their car is changing, typically for 30-60 minutes. The equipment is relatively small, about the size of a traditional U.S. Postal drop box.





## Chapter 20.97 Definitions

20.97.113 Electric vehicle charging station.

“Electric vehicle charging station” means a parking space that is served by battery charging equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle and that meets or exceeds any standards, codes, and regulations set forth by RCW Chapter 19.28 and consistent with rules adopted under RCW 19.27.540.

## Chapter 20.59 Rural General Commercial (RGC) District

20.59.100 Accessory uses.

.107 Electric vehicle charging stations and battery exchange facilities.

## Chapter 20.60 Neighborhood Commercial Center (NC) District

20.60.100 Accessory uses.

.105 Electric vehicle charging stations and battery exchange facilities.

## Chapter 20.61 Small Town Commercial (STC) District

20.61.100 Accessory uses.

.109 Electric vehicle charging stations and battery exchange facilities.

## Chapter 20.62 General Commercial (GC) District

20.62.100 Accessory uses.

.105 Electric vehicle charging stations and battery exchange facilities.



## Chapter 20.63 Tourist Commercial (TC) District

20.63.100 Accessory uses.

.105 Electric vehicle charging stations and battery exchange facilities.

## Chapter 20.65 Gateway Industrial (GI) District

20.65.100 Accessory uses.

.108 Electric vehicle charging stations and battery exchange facilities.

## Chapter 20.67 General Manufacturing (GM) District

20.67.100 Accessory uses.

.109 Electric vehicle charging stations and battery exchange facilities.

## Chapter 20.69 Rural Industrial and Manufacturing (RIM) District

20.69.100 Accessory uses.

.111 Electric vehicle charging stations and battery exchange facilities.

## Chapter 20.70 Airport Operations (AO) District

20.70.100 Accessory uses.

.107 Electric vehicle charging stations and battery exchange facilities.

---

24. The language of the “Drainage” sections varies between zones and should be standardized. Staff proposes to have them all say:

“All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.”

The clause “within Whatcom County” can be deleted because our code only applies in Whatcom County, and the clause “unless specifically exempted” can be deleted because such exemptions are listed in WCC 20.80.631, one of the referenced sections.

In addition, delete 20.22.655(1) (URM District). This is old code inserted at a time when we thought Whatcom County was going to adopt the City of Bellingham’s code to apply within its UGA. However, the City of Bellingham never provided the County with the code to adopt, and since then both Bellingham and Whatcom County have adopted the Department of Ecology Stormwater Manual; therefore, this section isn’t needed.

## Chapter 20.20 Urban Residential (UR) District

### 20.20.656 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.22 Urban Residential – Medium Density (URM) District

### 20.22.655 Drainage.

All development activities are subject to the stormwater management provisions of the WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.24 Urban Residential Mixed (UR-MX) District

### 20.24.656 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.32 Residential Rural (RR) District

### 20.32.656 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.34 Rural Residential-Island (RR-I) District

### 20.34.659 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.35 Eliza Island (EI) District

### 20.35.654 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.36 Rural (R) District

### 20.36.656 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.37 Point Roberts Transitional Zone (TZ) District

### 20.37.655 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.40 Agriculture (AG) District

### 20.40.652 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.42 Rural Forestry (RF) District

### 20.42.657 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.43 Commercial Forestry (CF) District

### 20.43.653 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.44 Recreation and Open Space (ROS) District

### 20.44.652 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.59 Rural General Commercial (RGC) District

### 20.59.704 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.60 Neighborhood Commercial Center (NC) District

### 20.60.655 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.61 Small Town Commercial (STC) District

### 20.61.704 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.62 General Commercial (GC) District

### 20.62.653 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.63 Tourist Commercial (TC) District

### 20.63.654 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.64 Resort Commercial (RC) District

### 20.64.655 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.65 Gateway Industrial (GI) District

### 20.65.659 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.66 Light Impact Industrial (LII) District

### 20.66.653 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.67 General Manufacturing (GM) District

### 20.67.653 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.68 Heavy Impact Industrial (HII) District

### 20.68.653 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.69 Rural Industrial and Manufacturing (RIM) District

### 20.69.655 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.70 Airport Operations (AO) District

20.70.653 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.72 Point Roberts Special District

20.72.658 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

## Chapter 20.74 Cherry Point Industrial (CP) District

20.74.100 Drainage.

All development activities are subject to the stormwater management provisions of WCC 20.80.630 through 20.80.635. No project permit shall be issued prior to meeting those requirements.

---

25. Allow park model trailers as a temporary ADU, similar to manufactured homes, travel trailers, and motorhomes.

20.97.292 Park model trailer.

"Park model trailer" means a trailer designed to provide seasonal or temporary living quarters which may be used with temporary connections to utilities necessary for operation of installed fixtures and appliances. It has a gross trailer area not exceeding 400 square feet or is approved by the state as a park model trailer.

## Chapter 20.40 Agriculture (AG) District

20.40.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## Chapter 20.34 Rural Residential-Island (RR-I) District

20.34.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:



## Chapter 20.36 Rural (R) District

20.36.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## Chapter 20.32 Residential Rural (RR) District

20.32.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## Chapter 20.42 Rural Forestry (RF) District

20.42.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## Chapter 20.37 Point Roberts Transitional Zone (TZ) District

20.37.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## Chapter 20.24 Urban Residential Mixed (UR-MX) District

20.24.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## Chapter 20.20 Urban Residential (UR) District

20.20.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

## Chapter 20.22 Urban Residential – Medium Density (URM) District

20.22.130 Administrative approval uses.

.131 A temporary second dwelling unit of no more than 1,248 square feet in floor area, in the form of a manufactured home, a fully serviced travel trailer, park model trailer, or motor home, to provide:

---

26. In the setback tables, delete the repetitious table notes. These “rules” are already found in WCC 20.80.250 (Special Setback Provisions by District) or other places. They have been copied here, often with slightly different language, which just confuses things and makes the setback table overly long.

Staff proposes to reformat the setback table to that shown below, and reduce the notes to just references to the sections that might modify the setbacks (thus reducing repetitious, inconsistent language).

Staff also proposes to delete the header references to "principal arterials," "neighborhood collectors," and "commercial" and "industrial" arterials as Public Works doesn't have these roadway classifications.

## Chapter 20.80 Supplementary Requirements

20.80.210 Minimum setbacks.

(5) Setbacks.

(b) Setbacks Table.

Zoning District	Setback (in feet) from:						
	Right-of-Way Classification					Other	
	I-5, State Hwys, Urban Principal, & Urban Minor Arterials	Urban Collector Arterials & Rural Major Collectors	Minor Collectors	Local Access Streets	Minor Access Streets	Side Yard	Rear Yard
<b>Residential Setbacks</b>							
<b>Rural Residential (RR)</b>	45	35	25	25	20	5	5
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	5	5
Note: Depending on circumstances, some RR setbacks may differ pursuant to WCC 20.80.210(5)(a)(iv) and 20.80.251(2).							
<b>Rural Residential-Island (RR-I)</b>	-	-	25	25	20	5	5
Note: Depending on circumstances, some RR-I setbacks may differ pursuant to WCC 20.80.251(4).							
<b>Point Roberts Transitional Zone (TZ)</b>	45	35	25	25	20	5	5
<b>Urban Residential Mixed Use (UR-MX)</b>	45	35	25	10	10	5	5
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	5	5
<b>Urban Residential Medium (URM)</b>	45	35	25	25	20	5	5
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	5	5
Note: Depending on circumstances, some URM setbacks may differ pursuant to WCC 20.80.251(3).							
<b>Urban Residential (UR)</b>	45	35	25	25	20	5 <sup>1</sup>	5
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	5	5
Note: Depending on circumstances, some UR setbacks may differ pursuant to WCC 20.80.251(1).							
<b>Rural Setbacks</b>							
<b>Rural (R)</b>	45	45	35	25	20	5	5
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	5	5
Note: Depending on circumstances, some R setbacks may differ pursuant to WCC 20.38.060(7), 20.80.210(5)(a)(iv), and 20.80.252.							
<b>Commercial Setbacks</b>							
<b>General Commercial (GC)</b>	30	30	25	25	20	0	10
Note: Depending on circumstances, some GC setbacks may differ pursuant to WCC 20.62.550.							
<b>Rural General Commercial (RGC)</b>	30	30	25	25	20	0	10
Note: Depending on circumstances, some RGC setbacks may differ pursuant to WCC 20.59.600.							
<b>Tourist Commercial (TC)</b>	30	30	25	25	20	0	10
Note: Depending on circumstances, some TC setbacks may differ pursuant to WCC 20.63.550 and 20.80.253(3).							
<b>Small Town Commercial (STC)</b>	30	30	25	25	20	0	10
Note: Depending on circumstances, some STC setbacks may differ pursuant to WCC 20.59.600, 20.61.400(1), and 20.61.600.							
<b>Resort Commercial (RC)</b>	30	30	25	25	20	5	5
Note: Depending on circumstances, some RC setbacks may differ pursuant to WCC 20.64.350, 20.64.550, and 20.80.253(4).							
<b>Neighborhood Commercial</b>	25	25	25	25	20	0	10

Zoning District	Setback (in feet) from:						
	Right-of-Way Classification					Other	
	I-5, State Hwys, Urban Principal, & Urban Minor Arterials	Urban Collector Arterials & Rural Major Collectors	Minor Collectors	Local Access Streets	Minor Access Streets	Side Yard	Rear Yard
<b>(NC)</b>							
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	0	10
Note: Depending on circumstances, some NC setbacks may differ pursuant to WCC 20.80.253 and 20.60.550.							
<b>Industrial Setbacks</b>							
<b>Heavy Impact Industrial (HII)</b>	100	100	100	100	30	30	30
Note: Depending on circumstances, some HII setbacks may differ pursuant to WCC 20.68.552 and 20.80.254(3).							
<b>Light Impact Industrial (LII)</b>	30	30	30	30	20	10	10
Note: Depending on circumstances, some LII setbacks may differ pursuant to WCC 20.80.254(1).							
<b>General Manufacturing (GM)</b>	30	30	30	30	20	10	10
Note: Depending on circumstances, some GM setbacks may differ pursuant to WCC 20.80.254(2).							
<b>Gateway Industrial (GI)</b>	25	25	25	25	25	10	10
Note: Depending on circumstances, some GI setbacks may differ pursuant to WCC 20.65.400.							
<b>Airport Operations (AO)</b>	30	30	30	30	20	10	10
Note: Depending on circumstances, some AO setbacks may differ pursuant to WCC 20.70.550 and 20.80.254(4).							
<b>Rural Industrial – Manufacturing (RIM)</b>	30	30	30	30	20	10	10
Note: Depending on circumstances, some RIM setbacks may differ pursuant to WCC 20.69.350 and 20.69.550.							
<b>Resource Lands Setbacks</b>							
<b>Agricultural (AG)</b>							
- parcels ≥ 5 acres	50	50	50	50	50	20	20
- parcels < 5 acres	45	35	25	25	20	5	5
Note: Depending on circumstances, some AG setbacks may differ pursuant to WCC 20.38.060(7) and 20.80.255.							
<b>Rural Forestry (RF)</b>	45	35	25	25	20	20	20
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	20	20
Note: Depending on circumstances, some RF setbacks may differ pursuant to WCC 20.80.210(5)(a)(iv) and 20.80.256.							
<b>Commercial Forestry (CF)</b>	45	35	25	25	20	100	100
- If in a WRPO <sup>1</sup> or LWWO <sup>2</sup>	30	30	20	20	20	100	100
Note: Depending on circumstances, some CF setbacks may differ pursuant to WCC 20.80.256(2).							
<b>Other Setbacks</b>							
<b>Recreation Open Space (ROS)</b>	100	100	50	50	50	50	50
Note: Depending on circumstances, some ROS setbacks may differ pursuant to WCC 20.80.257.							

<sup>1</sup> Water Resources Protection Overlay district

<sup>2</sup> Lake Whatcom Watershed Overlay district

27. In 20.80.254:

- Delete the reference to the Cherry Point/Ferndale Subarea Plan in subsection (3)(c), as it is slated for repeal. The intent of this policy is already included within the regulation of 20.68.552. Also,
- Fix the faulty cross-reference in subsection (3)(b).
- Delete the last sentence of (3)(e), as it makes no sense (refers to a process in (3)(d), but there is no process in that section).

20.80.250 Special setback provisions by district.

20.80.254 Industrial districts.

(3) Heavy Impact Industrial District.

- (a) All setbacks shall be increased by one foot for each foot of building height (excluding tanks and similar structures) that exceeds 50 feet in height.
- (b) The building setbacks of WCC 20.80.210 shall not apply to utility or security structures such as poles, meters, fences, guard structures and the like, nor to structures relating to shipment on railroad rights-of-way; provided, that no traffic hazards are created. For nonindustrial buildings, the provisions of subsection (3)(e) of this section shall apply.
- (c) Setbacks for parcels adjoining a nonindustrial district(s) shall be administered pursuant to WCC 20.68.550 (Buffer Area).
- (d) The setback requirements of the Heavy Impact Industrial District shall apply to the storing and handling of hazardous materials; provided, that if federal and/or state regulations require different setbacks, the greater setback (county, federal, or state) shall be used.
- (e) The zoning administrator may reduce setbacks for nonindustrial buildings to those of Light Impact Industrial if the reduced setbacks would not interfere with existing sewer, water and other easements.

---

## Chapter 20. 25 Land Use and Development Fees

28. The current refund code language is oriented towards short-term permit time periods rather than the lengthier docketing of Comprehensive Plan or code amendments. Docket items can take a year or more (sometimes several years) to process due to PDS workloads, state mandates, Council priorities, and/or work program resource limitations. However, the existing refund deadlines of 14 or 90 days precludes an applicant from receiving a refund after those deadlines even if work has not yet commenced on the project. This proposed amendment would allow for partial to full application fee refunds for docketed items depending upon the amount of review and work undertaken by PDS.

22.25.040 Refund of application fees.

Refunds of application fees for project permits and for amendments to the Whatcom County comprehensive plan, development regulations and official maps shall be computed based on the following, unless otherwise indicated in the Whatcom County Code. All refund requests shall be submitted in writing to the department of planning and development services director. The date of



application for a refund request shall be the date the written refund request is received by the department. For the purpose of computing elapsed calendar days, the day after the date of application or deadline date as appropriate shall be counted as day one.

(1) Fees for Project Permits.

- (a) Applications withdrawn on or before the fourteenth calendar day after the date of application shall be eligible for a refund of 90 percent of all application fees including any SEPA fees.
- (b) Applications withdrawn after the period set forth in subsection (1)(a) of this section but on or before the ninetieth calendar day after the date of application shall be eligible for a refund of 50 percent of all application fees except for any SEPA fees which shall not be eligible for a refund.
- (c) Applications withdrawn after the ninetieth calendar day after the date of application shall not be eligible for a refund.
- (d) Notwithstanding the above, no fees shall be refunded for any permit or approval that has been issued or granted by the county.
- (e) The director may authorize a full refund of any project permit application fee paid in error.

(2) Fees for Amendments to the Whatcom County Comprehensive Plan, Development Regulations, and Official Maps.

- (a) The docketing fee shall be non-refundable.
- (b) The amendment application fee may be refunded, if the application is withdrawn, as follows:
  - (i) If the application has been docketed, but review of the application has not commenced, 100% of the application fee may be refunded.
  - (ii) If the application has been docketed and review of the application has commenced, but the staff report has not been issued, 75% of the application fee may be refunded.
  - (iii) If the application has been docketed and a staff report has been issued, but a Planning Commission hearing has not been held, 50% of the application fee may be refunded.
  - (iv) If the application has been docketed and the Planning Commission has held a public hearing, then the application fee may not be refunded.
- (c) The SEPA checklist fee may be refunded if the application is withdrawn and SEPA review has not commenced.
- (d) The legal notice fee may be refunded if the application is withdrawn and legal notice has not been published.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-073

---

<b>File ID:</b>	AB2019-073	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	01/14/2019	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	02/12/2019

---

### TITLE FOR AGENDA ITEM:

Ordinance Regarding Temporary Installation of Stop Signs on Certain County Roads

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

To comply with RCW 36.32.120 and 46.62.200, it is found necessary to install temporary traffic control signs on Harborview Road, Shintaffer Road, Cottonwood Drive, and Birch Bay Drive in the vicinity of the erosion area.

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:
01/29/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Memo-Ordinance Regarding Temporary Installation of Stop Signs on Certain County Roads.pdf, Ordinance Regarding Temporary Installation of Stop Signs on Certain County Roads.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

Jon Hutchings  
Director



Joseph P. Rutan, P. E.  
County Engineer/Assistant Director  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## Memorandum

**To:** The Honorable Jack Louws, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director

**From:** Joseph P. Rutan, P.E., County Engineer/Assistant Director

**Date:** January 11, 2019

**Re:** **Emergency Ordinance Regarding Temporary Installation of Stop Signs on  
Certain County Roads until the repair work is completed on Birch Bay  
Drive.**

---

### Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to install temporary stop signs on Harborview Road, Shintaffer Road, Cottonwood Drive, and Birch Bay Drive, until the road repairs for erosion are completed.

### Background and Purpose

Due to recent severe weather, there was severe erosion to portions of Birch Bay Drive, requiring a one lane roadway between Harborview Road and Shintaffer Road, with stop control at Shintaffer Road. An alternate route using Anderson Road between Harborview Road and Shintaffer Road has been established, with all-way stop control at each end. Additionally, for the safety of residents living within the erosion area of Birch Bay Drive and those residents who live on Cottonwood Drive and Cottonwood Court, who's only egress is via Birch Bay Drive, Cottonwood Drive was temporarily reopened to traffic northbound at Morgan Drive, requiring the installation of a temporary stop sign on Cottonwood Drive at Morgan Drive. The expected repair time is currently unknown. These temporary stop signs will be removed at the completion of the repair work.

### Information

This ordinance will allow for the temporary installation of stop signs and is necessary to comply with RCW 36.32.120 and 46.61.200 to install traffic control signs.

Please contact Joe Rutan at extension 6219 with any questions regarding this ordinance.

ORDINANCE NO. \_\_\_\_\_

**TEMPORARY INSTALLATION OF STOP SIGNS ON CERTAIN COUNTY ROADS**

WHEREAS, in compliance with RCW 46.61.200 and 47.36.110, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, due to the recent severe weather, there was erosion to portions of Birch Bay Drive, and it was determined that a one-way road is needed on Birch Bay Drive between Harborview Road and Shintaffer Road with stop control at Shintaffer Road; and

WHEREAS, an alternate route using Anderson Road between Harborview Road and Shintaffer Road, has been established, with all-way stop control at each end; and

WHEREAS, an alternate route using Cottonwood Drive between Birch Bay Drive and Morgan Drive, has been established, with stop control on Cottonwood Drive at Morgan Drive; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that temporary stop signs be established at the following locations:

- 1) Harborview Road northbound at Anderson Road
- 2) Harborview Road southbound at Anderson Road
- 3) Shintaffer Road northbound at Anderson Road
- 4) Shintaffer Road southbound at Anderson Road
- 5) Cottonwood Drive northbound at Morgan Drive
- 6) Birch Bay Drive westbound at Shintaffer Road
- 7) Birch Bay Drive eastbound at Shintaffer Road

All within Section 24, Township 40 North, Range 1 West, and Section 19, Township 40 North, Range 1 East, W.M. as shown upon attached Exhibit A, Emergency Traffic Control Plan; and

BE IT FURTHER ORDAINED that when the repairs to Birch Bay Drive are completed, the temporary stop signs will be removed; and

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED AS TO FORM:

( ) Approved

( ) Denied

  
\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Jack Louws, Executive

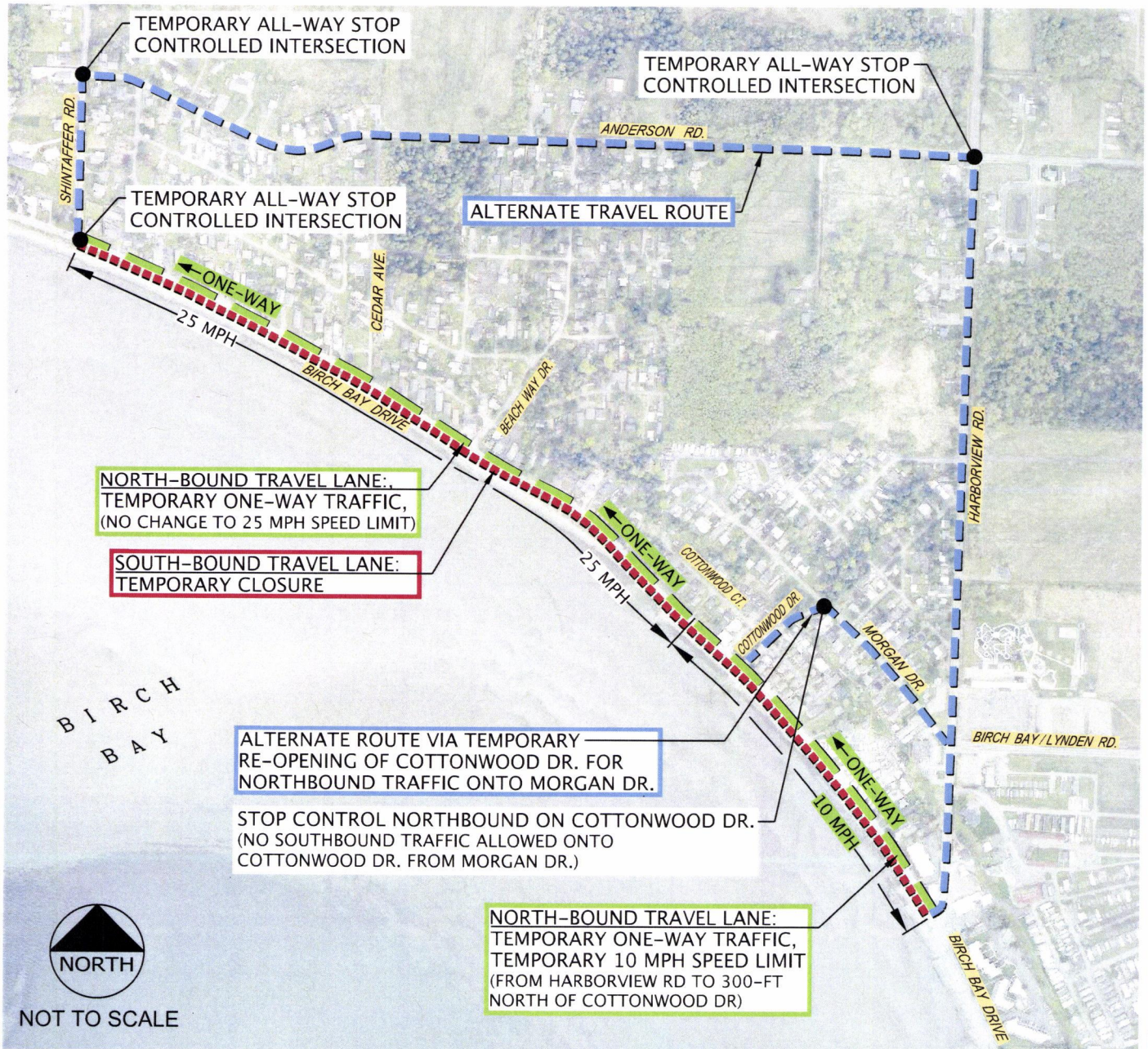
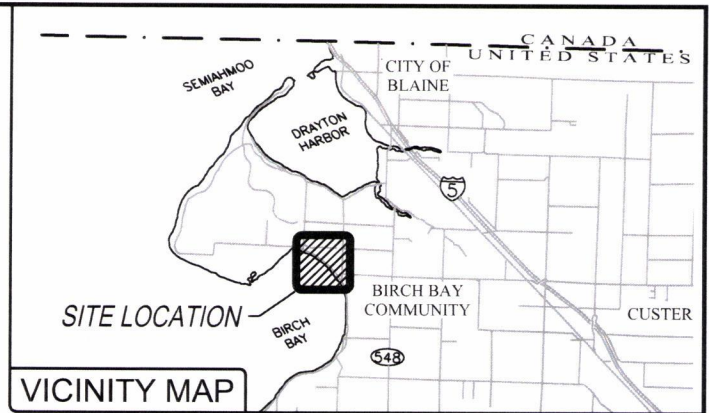
Date: \_\_\_\_\_





# EXHIBIT

DEPARTMENT OF PUBLIC WORKS  
322 N. COMMERCIAL ST., SUITE 301  
BELLINGHAM, WA 98225  
(360) 778-6210



## BIRCH BAY DRIVE EMERGENCY DECLARATION RESPONSE EXHIBIT 'A' - EMERGENCY TRAFFIC CONTROL PLAN

DATE: JAN. 15, 2019

SHEET: 01 OF 01





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-074

---

<b>File ID:</b>	AB2019-074	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	01/14/2019	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b> Council					
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>	02/12/2019	<b>Hearing Date:</b>	02/12/2019

---

### TITLE FOR AGENDA ITEM:

Ordinance Establishing a Temporary Speed Limit Change for Birch Bay Drive

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance establishes a temporary speed limit of 10 MPH on Birch Bay Drive from the intersection of Harborview Road to 300-feet past the intersection of Cottonwood Drive due to the special hazard of erosion to the southbound lane of Birch Bay Drive, pursuant to RCW 46.61.400 and 46.61.415.

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:
01/29/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Memo-Ordinance Establishing a Temporary Speed Limit Change for Birch Bay Drive.pdf, Ordinance Establishing a Temporary Speed Limit Change for Birch Bay Drive.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

Jon Hutchings  
Director



Joseph P. Rutan, P. E.  
County Engineer/Assistant Director  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## Memorandum

**To:** The Honorable Jack Louws, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director

**From:** Joseph P. Rutan, P.E., County Engineer/Assistant Director

**Date:** January 11, 2019

**Re:** **Ordinance Establishing a Temporary Speed Limit for Birch Bay Drive until the repair work is completed.**

---

### Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to temporarily lower the speed limit on Birch Bay Drive, from the intersection of Harborview Road to 300-feet past the intersection of Cottonwood Drive, to 10 MPH due to the special hazard of erosion to the southbound lane, until the road repairs are completed.

### Background and Purpose

Due to recent storms, there was severe erosion to portions of Birch Bay Drive, requiring a one road roadway between Harborview Road and Shintaffer Road. RCW 46.61.400 allows the County Council to reduce the maximum speed limit on a county road to below the provision of RCW 46.61.415, if a special hazard exists. The County Engineer has determined through his engineering judgement that a special hazard does exist. The expected repair time is currently unknown. Upon completion of the repair work Birch Bay Drive will be returned to 25 MPH pursuant to Ordinance No. 2009-043.

### Information

This ordinance will allow for the temporary installation of speed limit signs and is necessary to comply with RCW 46.61.400 and 46.61.415.

Please contact Joe Rutan at extension 6219 with any questions regarding this ordinance.

PROPOSED BY: Public Works - Engineering  
INTRODUCTION DATE: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**ESTABLISHING A TEMPORARY SPEED LIMIT CHANGE FOR BIRCH BAY DRIVE**

**WHEREAS**, the County Council is authorized under RCW 46.61.400 to establish a speed limit when a special hazard exists; and

**WHEREAS**, Birch Bay Drive has been significantly damaged due to erosion from recent storms; and

**WHEREAS**, the County Engineer has determined that a special hazard exists; and

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the speed limit of Birch Bay Drive from the intersection of Harborview Road to 300-feet past the intersection of Cottonwood Drive, shall be temporarily changed to 10 MPH; and

**BE IT FURTHER ORDAINED** by the Whatcom County Council that when repairs to Birch Bay Drive have been completed, this ordinance will expire and Birch Bay Drive shall revert to its previous limit of 25 MPH established under Ordinance No. 2009-043;

**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.

Provisions of this ordinance are hereby added to Whatcom County Code, Section 10.040.030.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

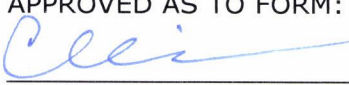
WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

  
\_\_\_\_\_  
Christopher Quinn,  
Civil Deputy Prosecutor

\_\_\_\_\_  
Jack Louws, County Executive

(    ) Approved                      (    ) Denied

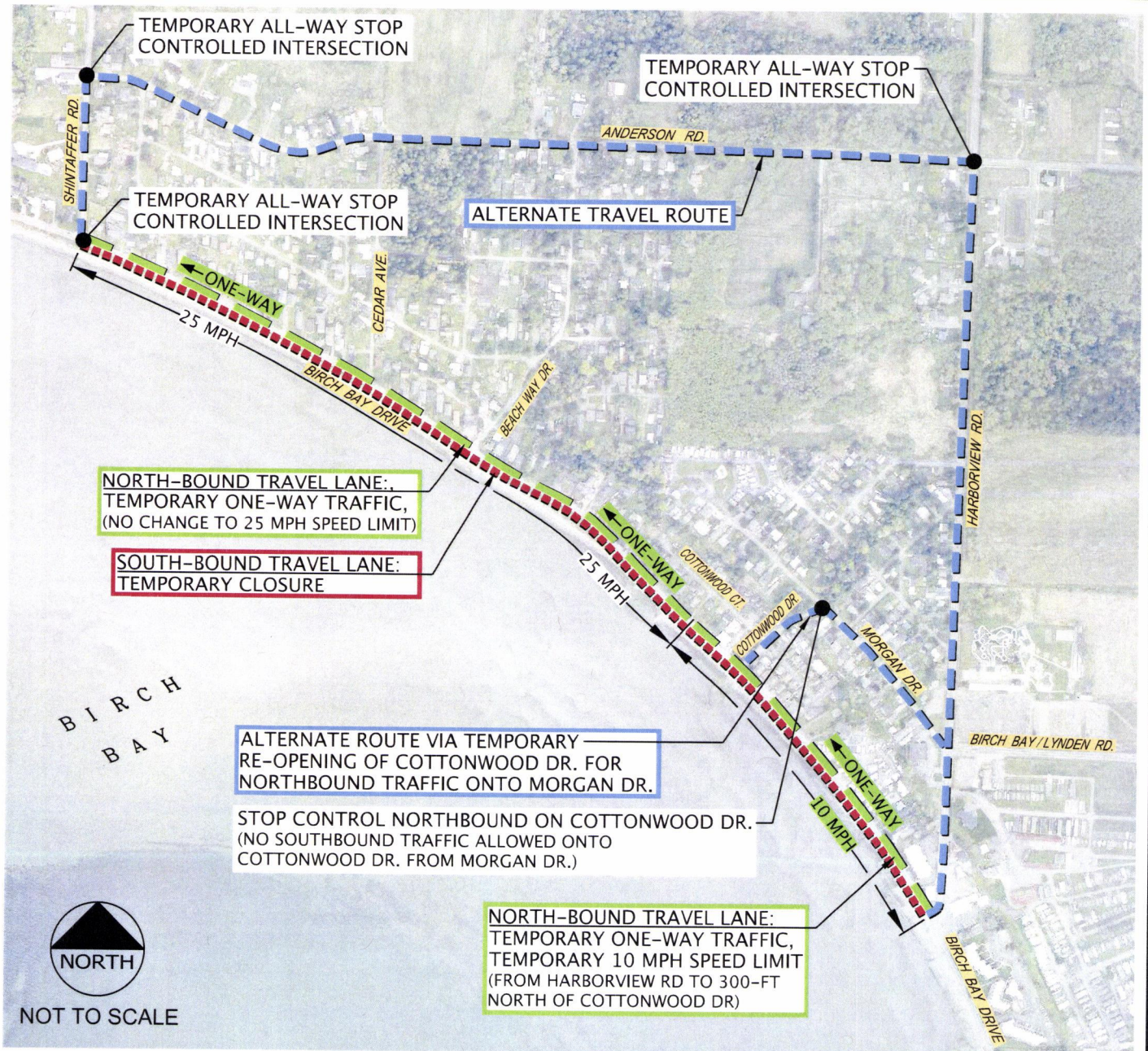
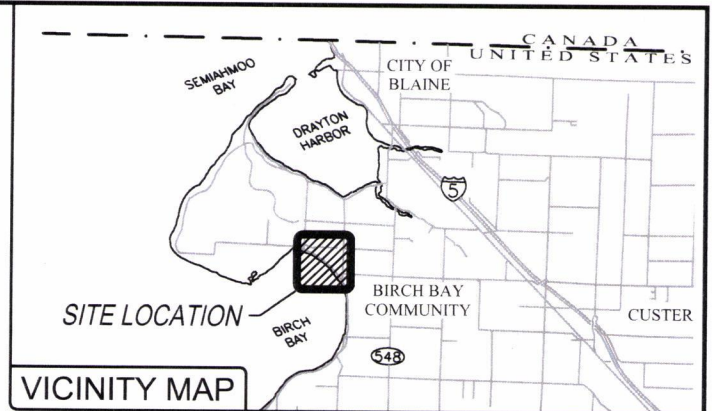
Date Signed: \_\_\_\_\_





# EXHIBIT

DEPARTMENT OF PUBLIC WORKS  
322 N. COMMERCIAL ST., SUITE 301  
BELLINGHAM, WA 98225  
(360) 778-6210



## BIRCH BAY DRIVE EMERGENCY DECLARATION RESPONSE EXHIBIT 'A' - EMERGENCY TRAFFIC CONTROL PLAN

DATE: JAN. 15, 2019

SHEET: 01 OF 01



# WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2009-201A

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	MJD	4/29/09	<div style="text-align: center;"> <b>RECEIVED</b>   MAY 05 2009   WHATCOM COUNTY COUNCIL </div>	5/12/09	Council - Introduction
Division Head:	JPR	5/1/09		5/26/09	Council - Hearing
Dept. Head:	<del>MAH</del>	5/1/09			
Prosecutor:	<del>DA</del>	05/01/09			
Purchasing/Budget:					
Executive:	<i>Dwyer</i>	5/5/09			

## TITLE OF DOCUMENT:

*An Ordinance Regarding Establishment of Speed Limits on Birch Bay Drive and Harborview Road*

## ATTACHMENTS:

1. Memo to County Executive and County Council
2. Birch Bay Drive and Harborview Road Speed Limit Ordinance
3. Vicinity Map

SEPA review required?	( ) Yes	( X ) NO	Should Clerk schedule a hearing?	( X ) Yes	( ) NO
SEPA review completed?	( ) Yes	( X ) NO	Requested Date:	5/26/2009	

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

*To comply with RCW 46.61.415, at the direction of the County Council, it is found necessary and expedient to modify speed limit on Birch Bay Drive and Harborview Road.*

## COMMITTEE ACTION:

## COUNCIL ACTION:

5/12/2009: Introduced  
5/26/2009: Council Adopted 7-0  
Ord. 2009-043

Related County Contract #:

Related File Numbers:

Ordinance or Resolution  
Number: Ord. 2009-043

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).



SPONSORED BY: Consent  
PROPOSED BY: Public Works-Engineering  
INTRODUCTION DATE: 5/12/2009

ORDINANCE NO. 2009-043  
AN ORDINANCE REGARDING ESTABLISHMENT OF SPEED LIMITS  
PORTIONS OF BIRCH BAY DRIVE AND HARBORVIEW ROAD

WHEREAS, the Whatcom County Council is authorized under RCW 46.61.415 to establish speed limits on certain County roads; and

WHEREAS, a traffic study was conducted by the County Engineer's office; and

WHEREAS, the County Council has found it necessary to formally establish a new speed limit on various roads in the Birch Bay area; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a speed limit be set and posted as follows:

10.04.030

on Birch Bay Drive, from the intersection of Holman Ave. to the intersection with Birch Point Road the speed limit will be 25 mph year round, and

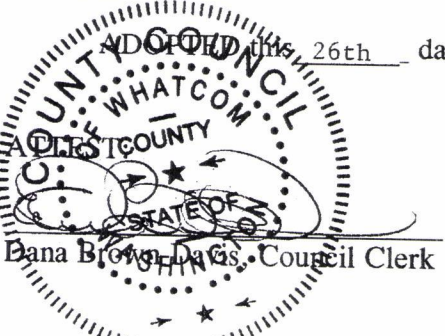
10.04.030

on Harborview Road south of Forsberg Road the speed limit will be 25 mph year round.

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to post the appropriate signs and that the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

Provisions of this ordinance are hereby added to Whatcom County Code, Section  
10.04.030.

ADOPTED this 26th day of May, 2009.



Dana Brown, Council Clerk

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

Seth M. Fleetwood, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Pete Kremen, Executive

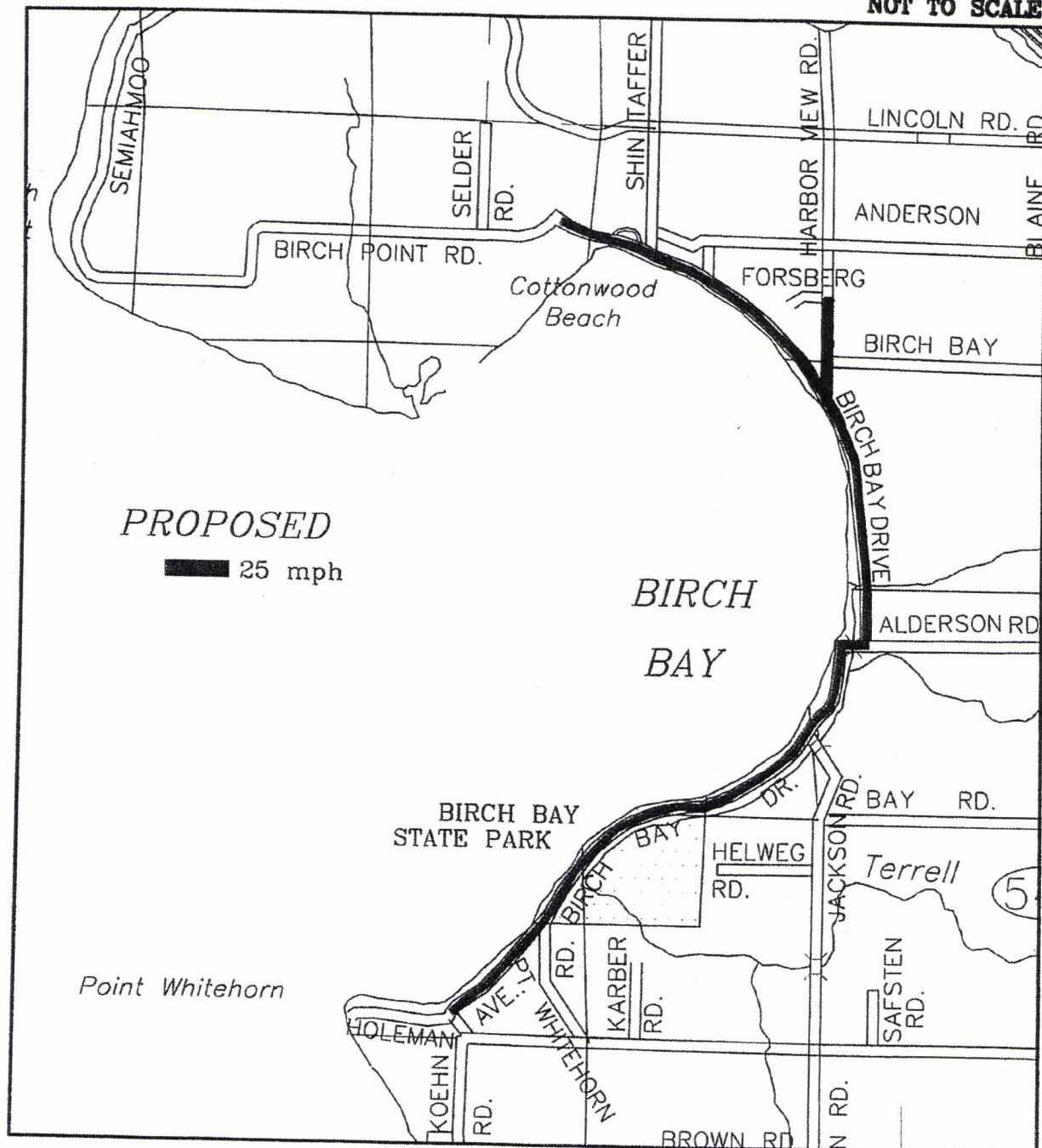
( ☒ ) Approved ( ☐ ) Denied

Date Signed: 5-28-09

# VICINITY MAP FOR BIRCH BAY DRIVE SPEED LIMIT CHANGE



NOT TO SCALE





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-075

---

<b>File ID:</b>	AB2019-075	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	01/14/2019	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>	02/12/2019	<b>Hearing Date:</b>	02/12/2019

---

### TITLE FOR AGENDA ITEM:

Ordinance Establishing Temporary One-Way Traffic on Birch Bay Drive

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance establishes temporary one-way traffic on Birch Bay Drive northwest bound from the intersection of Harborview Road to the intersection of Shintaffer Road due to the special hazard of erosion to the southbound lane of Birch Bay Drive, pursuant to RCW 46.61.135.

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:
01/29/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Memo-Ordinance Establishing Temporary One-Way Traffic on Birch Bay Drive.pdf, Ordinance Establishing Temporary One-Way Traffic on Birch Bay Drive.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



Jon Hutchings  
Director



Joseph P. Rutan, P. E.  
County Engineer/Assistant Director  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## Memorandum

**To:** The Honorable Jack Louws, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director

**From:** Joseph P. Rutan, P.E., County Engineer/Assistant Director

**Date:** January 11, 2019

**Re:** **Ordinance Establishing Temporary One-Way Traffic on Birch Bay Drive  
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 on Birch Bay Drive, from the intersection of Harborview Road to the intersection of Shintaffer Road, due to the erosion to the southbound lane, until the road repairs are completed.

### Background and Purpose

Due to recent storms, there was severe erosion to portions of Birch Bay Drive, requiring a one-way roadway between Harborview Road and Shintaffer Road. RCW 46.61.135 allows the County Council to designate one-way roadways. The expected repair time is currently unknown. Upon completion of the repair work Birch Bay Drive 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.

Please contact Joe Rutan at extension 6219 with any questions regarding this ordinance.

PROPOSED BY: Public Works - Engineering  
INTRODUCTION DATE: \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**ESTABLISHING TEMPORARY ONE-WAY TRAFFIC ON BIRCH BAY DRIVE**

**WHEREAS**, the Whatcom County Council is authorized under RCW 46.61.135 to designate one-way roadways; and

**WHEREAS**, Birch Bay Drive has been significantly damaged due to erosion from recent storms; and

**WHEREAS**, the County Engineer has determined that for the safety of the public, the traffic pattern of Birch Bay Drive should be modified due to emergency conditions; and

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that for the duration of repairs, Birch Bay Drive be a one-way roadway northeast bound from the intersection of Harborview Road to the intersection of Shintaffer Road, according to the provisions of RCW 46.61.135; and

**BE IT FURTHER ORDAINED** that when repairs to Birch Bay Drive have been completed, this ordinance will expire and Birch Bay Drive shall revert to two-way traffic;

**BE IT FURTHER ORDAINED** that the County Engineer is hereby directed to post the appropriate signs and that the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

Provisions of this ordinance are hereby added to Whatcom County Code Section 10.08.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

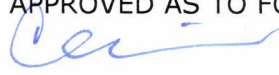
WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

  
\_\_\_\_\_  
Christopher Quinn,  
Civil Deputy Prosecutor

\_\_\_\_\_  
Jack Louws, County Executive

(    ) Approved      (    ) Denied

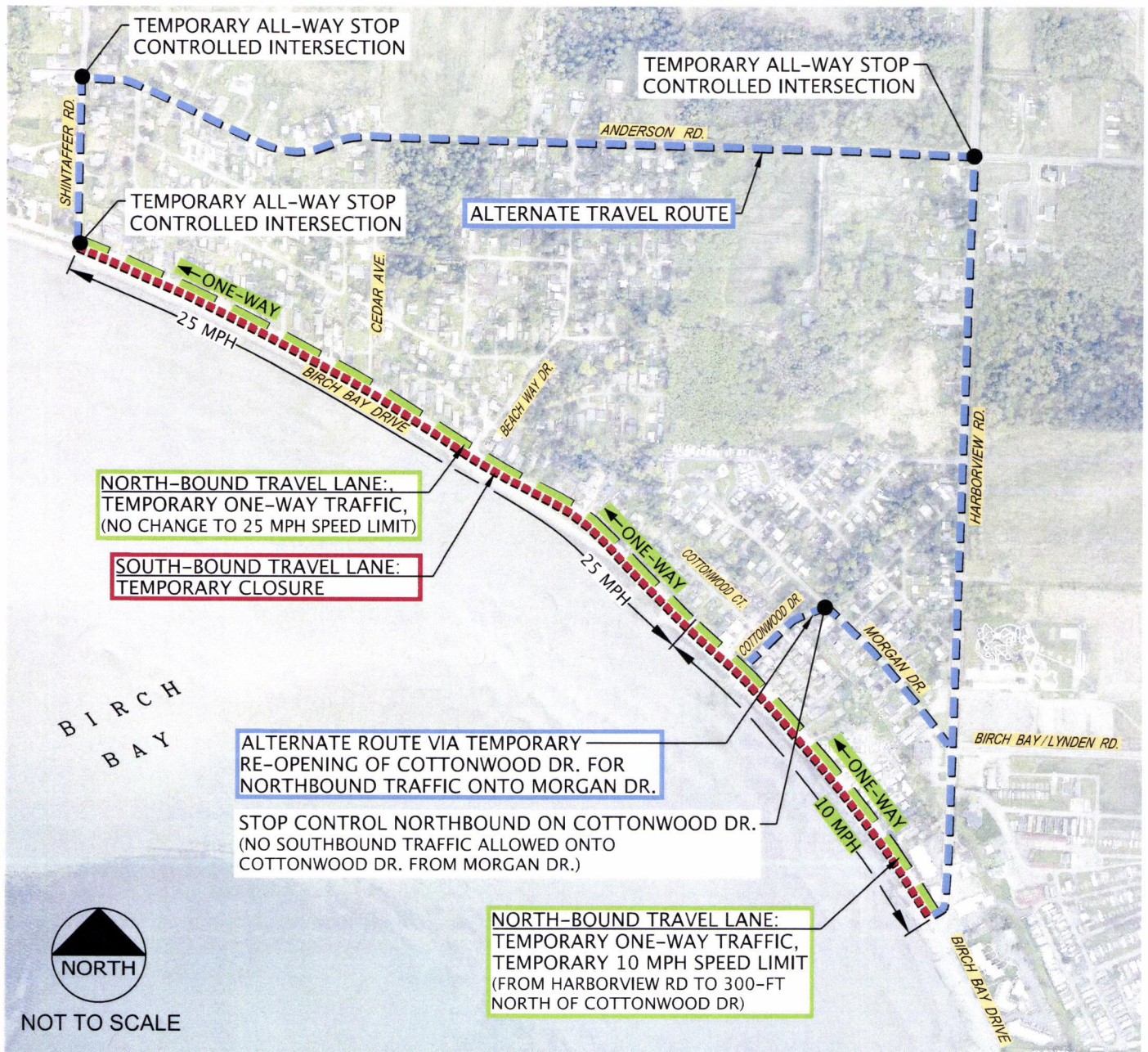
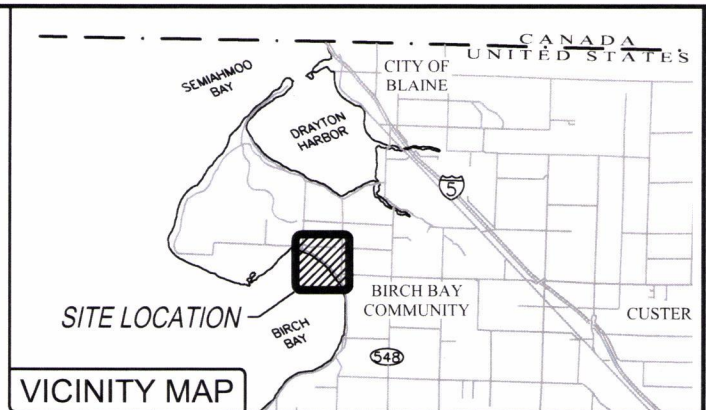
Date Signed: \_\_\_\_\_





# EXHIBIT

DEPARTMENT OF PUBLIC WORKS  
322 N. COMMERCIAL ST., SUITE 301  
BELLINGHAM, WA 98225  
(360) 778-6210



## BIRCH BAY DRIVE EMERGENCY DECLARATION RESPONSE EXHIBIT 'A' - EMERGENCY TRAFFIC CONTROL PLAN

DATE: JAN. 15, 2019

SHEET: 01 OF 01





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-076

---

<b>File ID:</b>	AB2019-076	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	01/14/2019	<b>Entered by:</b>	SMock@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b> Council					
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	02/12/2019

---

### TITLE FOR AGENDA ITEM:

Ordinance Authorizing the Temporary Re-Opening of Cottonwood Drive at Morgan Drive to Vehicular Traffic

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This ordinance authorizes the temporary re-opening of Cottonwood Drive at Morgan Drive to northeast bound vehicular traffic until the completion of repairs to Birch Bay Drive, pursuant to RCW 36.32.120.

---

### HISTORY OF LEGISLATIVE FILE

---

Date:	Acting Body:	Action:	Sent To:
01/29/2019	Council	INTRODUCED FOR PUBLIC HEARING	Council

---

**Attachments:** Ordinance Authorizing the Temporary Re-Opening of Cottonwood Drive at Morgan Drive to Vehicular Traffic.pdf, Memo-Ordinance Authorizing the Temporary Re-Opening of Cottonwood Drive at Morgan Drive to Vehicular Traffic.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE TEMPORARY RE-OPENING OF COTTONWOOD DRIVE AT  
MORGAN DRIVE TO VEHICULAR TRAFFIC**

**WHEREAS**, in 2001 the Whatcom County Council closed Cottonwood Drive at Morgan Drive to vehicular traffic via Ordinance No. 2001-043; and

**WHEREAS**, Birch Bay Drive has been significantly damaged due to erosion from recent storms; and

**WHEREAS**, the County Engineer has determined that for the safety of the public, Northeast bound Cottonwood Drive at Morgan Drive should be temporarily re-opened to through traffic due to emergency conditions; and

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the closed intersection of Cottonwood Drive at Morgan Drive be temporarily opened at the direction of the County Engineer to Northeast bound vehicular traffic for the duration of repairs to Birch Bay Drive according to the provisions of RCW 36.32.120; and


**BE IT FURTHER ORDAINED** by the Whatcom County Council that when repairs to Birch Bay Drive have been completed, this ordinance will expire and Cottonwood Drive at Morgan Drive will be closed to vehicular traffic at the further direction of the County Engineer and as set forth in Ordinance No. 2001-043;

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christopher Quinn,  
Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Rud Browne, Council Chair

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Jack Louws, County Executive

(    ) Approved            (    ) Denied

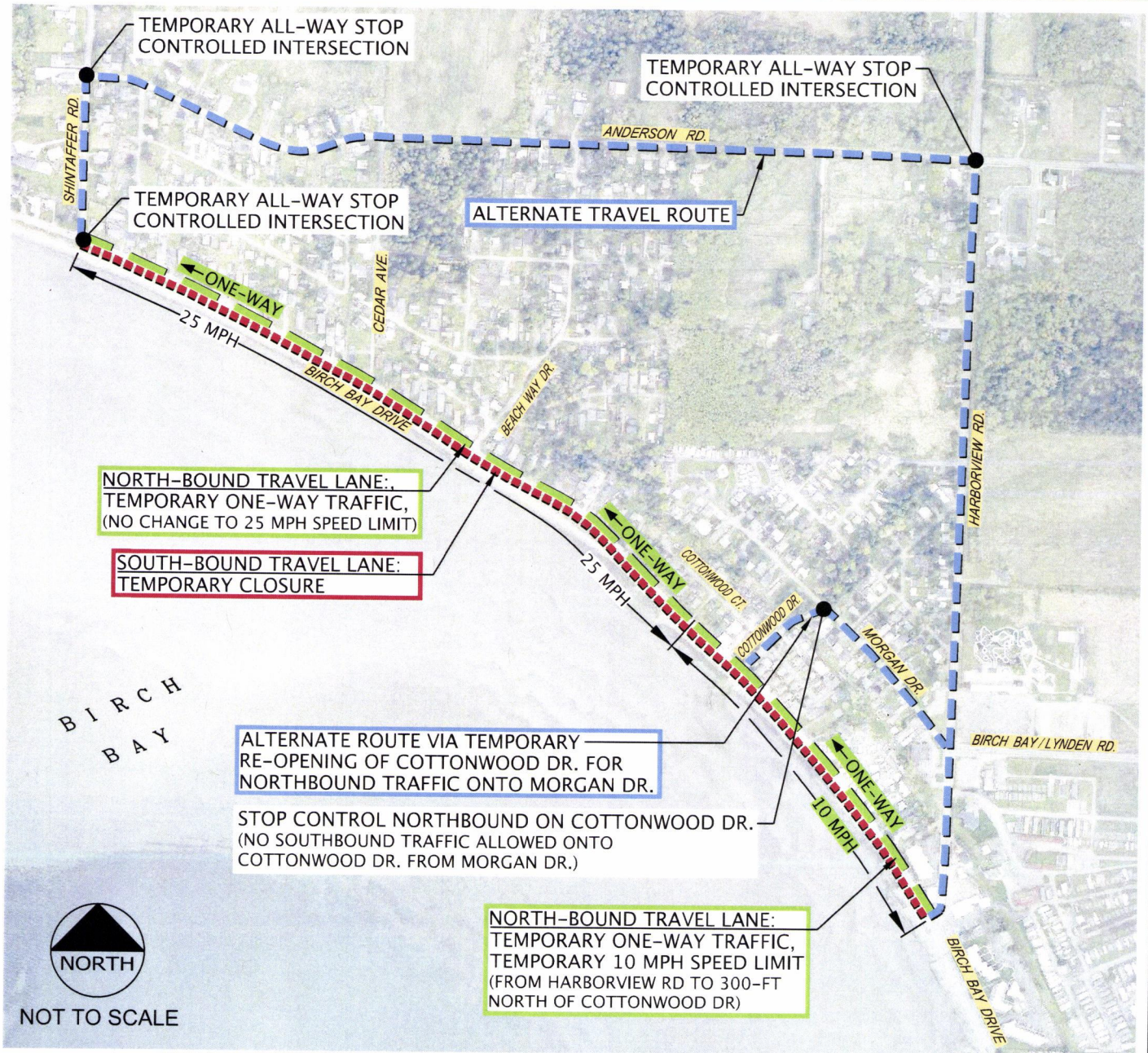
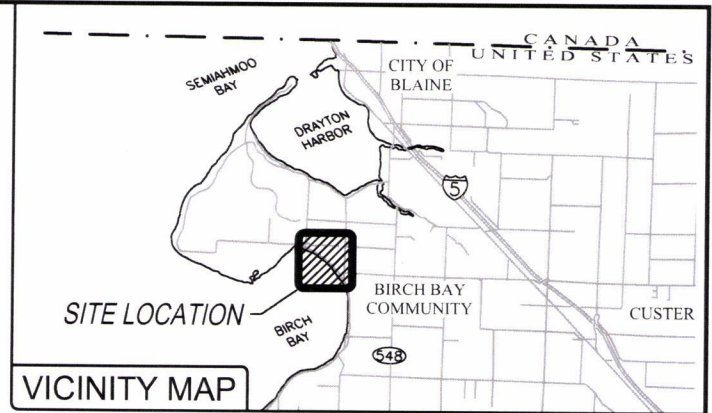
Date Signed: \_\_\_\_\_





# EXHIBIT

DEPARTMENT OF PUBLIC WORKS  
322 N. COMMERCIAL ST., SUITE 301  
BELLINGHAM, WA 98225  
(360) 778-6210



## BIRCH BAY DRIVE EMERGENCY DECLARATION RESPONSE EXHIBIT 'A' - EMERGENCY TRAFFIC CONTROL PLAN

DATE: JAN. 15, 2019

SHEET: 01 OF 01



WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2001 - 303 A

CLEARANCES		Date	Date Received in Council Office	Agenda Date	Assigned To
Orig. Dept.:	Public Works	09/12/2001	<p>RECEIVED</p> <p>SEP 12 2001</p> <p>WHATCOM COUNTY COUNCIL</p>	09/11/2001	Introduction
Division Head:					
Dept. Head:					
Prosecutor:	DML				
Budget:					
Executive:					

**SUBJECT:**

Ordinance ordering the closure of Cottonwood Drive at Morgan Drive - Birch Bay

**ATTACHMENTS**

**SUMMARY STATEMENT:**

Related County Contract #

Should the Clerk schedule a hearing? (Y/N) Y

Requested Date: 09/25/2001

Ordinance ordering the closure of Cottonwood Drive at Morgan Drive between Birch Bay Drive and Birch Bay-Lynden Road to vehicular traffic

**RECOMMENDED MOTION (for final action):**

**COUNCIL ACTION TAKEN:**

2001 - 303 A 9/11/2001: Introduced

9/25/2001: Adopted 7-0, Ord. #2001-043

**Related File Numbers:**

**Ordinance or Resolution Number (this item only):**

ORD. # 2001-043



SPONSORED BY: Consent  
PROPOSED BY: Petition  
INTRODUCTION DATE: 9/11/2001

ORDINANCE NO. 2001-043  
ORDERING THE CLOSURE OF COTTONWOOD DRIVE AT MORGAN DRIVE  
TO VEHICULAR TRAFFIC

WHEREAS, the Whatcom County Council has been requested by petition from the neighborhood residents to close Cottonwood Drive at Morgan Drive, and

WHEREAS, the Whatcom County Engineering Division has conducted a traffic analysis which indicates that approximately 90% of the total vehicular traffic along Morgan Drive and Cottonwood Drive is pass-through traffic from outside the neighborhood, regularly using this section of road as a shortcut between Birch Bay Drive and Birch Bay-Lynden Road, and

WHEREAS, the existing road is narrow, with a substandard sharp road curve and a steep road grade, with significant summer pedestrian traffic, and

WHEREAS, improvements to widen and straighten the road are impractical, due to the close proximity of neighboring residences and the topography of the land, and

WHEREAS, the Whatcom County Sheriff's Department and Whatcom County Fire District No. 13 are favorable of the proposed closure, with no unacceptable loss in response time, and

WHEREAS, the County Council held a public hearing on the proposed closure on September 25, 2001, and is authorized to close the road according to the provisions of RCW 36.32.120.

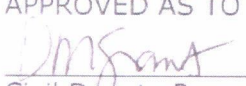
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Public Works Department of Whatcom County is hereby directed to close Cottonwood Drive at Morgan Drive to vehicular traffic.

ADOPTED this 25 day of Sept., 2001.

ATTEST:

  
Dana Brown-Davis, Council Clerk


APPROVED AS TO FORM:

  
Civil Deputy Prosecutor

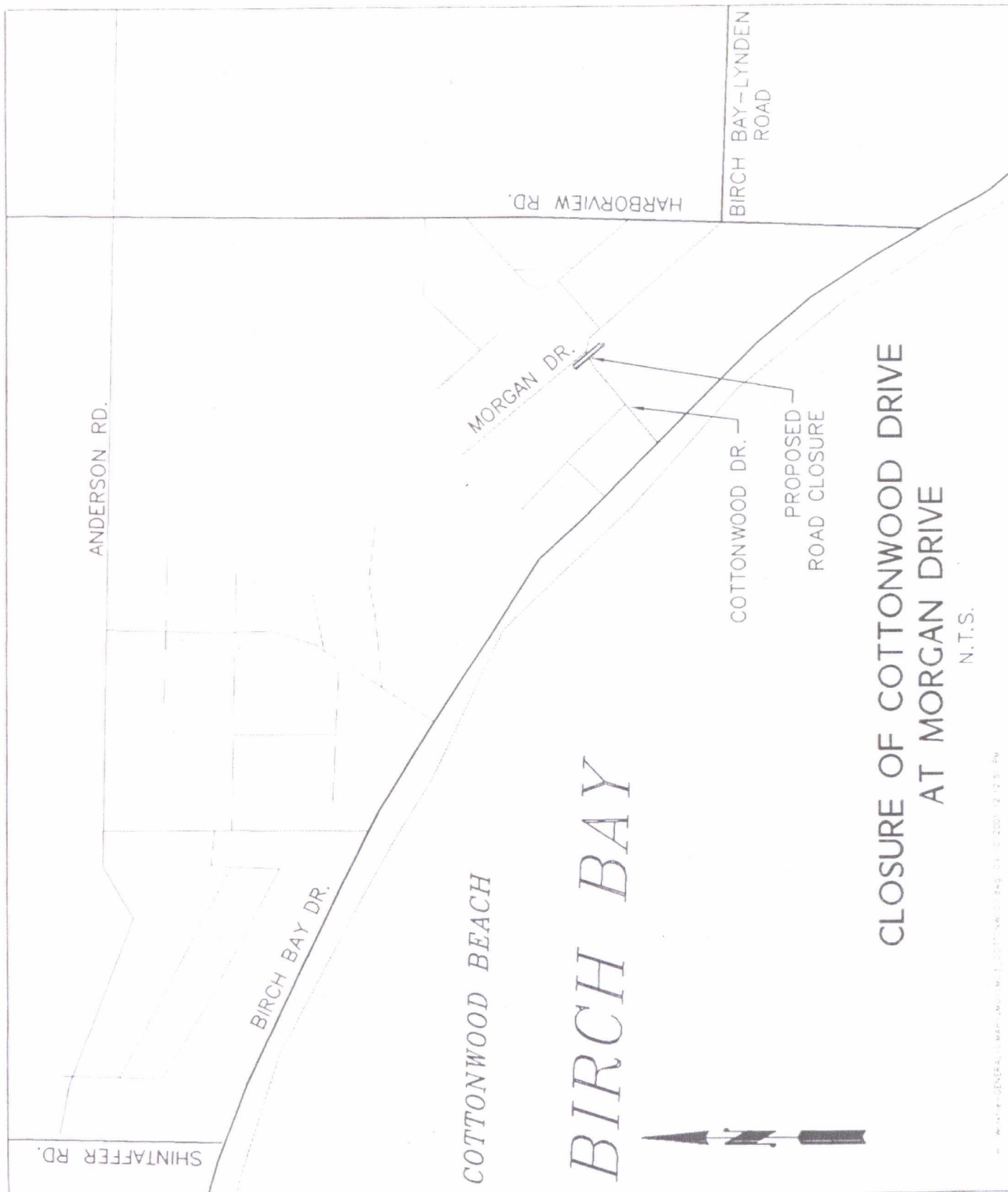
WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

  
L. Ward Nelson, Council Chair

(☒ Approved (☐ Denied

  
Pete Kremen, County Executive

Date: 10-2-01



© 2003 GENERAL MAPS LTD. BIRCH BAY, B.C. 10/2003 12/25/03

Jon Hutchings  
Director



Joseph P. Rutan, P. E.  
County Engineer/Assistant Director  
322 N. Commercial Street, Ste 301  
Bellingham, WA 98225-4042  
Phone: (360) 778-6210  
Fax: (360) 778-6211

## Memorandum

**To:** The Honorable Jack Louws, Whatcom County Executive and  
The Honorable Members of the Whatcom County Council

**Through:** Jon Hutchings, Director

**From:** Joseph P. Rutan, P.E., County Engineer/Assistant Director

**Date:** January 11, 2019

**Re:** **Ordinance Regarding Temporary Re-Opening of Cottonwood Drive at  
Morgan Drive to Vehicular Traffic, until the repair work is completed on  
Birch Bay Drive.**

---

### Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to re-open Cottonwood Drive at Morgan Drive to northeast bound Vehicular Traffic, until the road repairs for erosion of Birch Bay Drive are completed.

### Background and Purpose

Due to recent storms, there was severe erosion to portions of Birch Bay Drive, and for the safety of residents living within the erosion area of Birch Bay Drive and those residents who live on Cottonwood Drive and Cottonwood Court, who's only egress is via Birch Bay Drive, Cottonwood Drive was temporarily re-opened to northeast bound traffic at Morgan Drive. The expected repair time is currently unknown. Upon the completion of the repair work, Cottonwood Drive at Morgan Drive will be closed as provided in Ordinance No. 2001-043.

### Information

This ordinance will allow for the temporary re-opening of Cottonwood Drive at Morgan Drive pursuant to RCW 36.32.120.

Please contact Joe Rutan at extension 6219 with any questions regarding this ordinance.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-027

---

<b>File ID:</b>	AB2019-027	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/02/2019	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Ordinance		

**First Assigned to:** Council

<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	
---------------------	------------	------------------------	--	----------------------	--

---

### TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 6.04 Animal Control, Chapter 6.04.020 Definitions and 6.04.031 Administration and Enforcement

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code 6.04 Animal Control, Chapter 6.04.020 Definitions and 6.04.031 Administration and Enforcement

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

**Attachments:** Memo WCC 6.04.doc, Ordinance to amend WCC 6.04.pdf, WCC defintions 6.04.020 redline.pdf, WCC defintions 6.04.020 clean.pdf, Animal Control WCC code 6.04.031 redline.pdf, Animal Control WCC code. 6.04.031 clean.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**  
County Courthouse  
311 Grand Ave. Suite #108  
Bellingham, WA 98225



**Jack Louws**  
County Executive

TO: Members of the Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive and Christopher Quinn, Deputy Prosecutor

RE: Amending Whatcom county Code Section 6.04, Animal Control

Date: February 5, 2019

---

**Requested Action:**

Consider and approve proposed amendments to Whatcom County Code (WCC) 6.04 Animal Control that provides regulations within the unincorporated areas of Whatcom County and specific controls within designated urban areas of Whatcom County to control animal conduct.

**Background and Purpose:**

The purpose of the proposed amendments to WCC 6.04 is the following:

- A) To more clearly identify the entities (including a humane society) that may be authorized and obligated to administer and enforce provisions of the WCC related to animal control;
- B) To update the definitions to include humane societies, and other animal care/control agencies as animal control authorities;
- C) To define the animal control officer for purposes of the Code.

These proposed changes clarify the designation of animal care and control services in the unincorporated areas of Whatcom County.

Please contact Tyler Schroeder at extension 5207 or Christopher Quinn at 5729 for questions or concerns regarding this amendment.



SPONSORED BY: \_\_\_\_\_  
PROPOSED BY: County Executive  
INTRODUCTION DATE: \_\_\_\_\_

ORDINANCE NO. 2019-\_\_\_\_

AMENDING WHATCOM COUNTY CODE  
SECTION 6.04, ANIMAL CONTROL

WHEREAS, Section 6.04 of the Whatcom County Code provides regulations within the unincorporated areas of Whatcom County and specific controls within designated urban areas of Whatcom County to control animal conduct; and

WHEREAS, Section 6.04.060 of the Whatcom County Code does not provide legal recourse to residents that have at large domestic animals trespassing upon their property outside of dog control zones and does not provide the animal control agency the ability to impound such animals; and

WHEREAS, in order to protect residents and their property from trespassing domestic animals and to permit the animal control agency to impound said domestic animals, Section 6.04.060 needs to be amended; and

WHEREAS, in order to provide a more democratic process for animal owners to request a hearing to contest a declaration of dangerous or potentially dangerous dog, Section 6.04.100 should be repealed and Section 6.04.232 "Contested Hearing" should be added to the Whatcom County Code to reflect that these contested hearings will be heard by the District Court of Whatcom County.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Section 6.04.060 of the Whatcom County Code be amended as indicated in Exhibit A to this ordinance; that Section 6.04.100 of the Whatcom County Code be repealed as indicated in Exhibit B to this ordinance; and that Section 6.04.232 be added to the Whatcom County Code as indicated in Exhibit C to this ordinance.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

ATTEST: WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Clerk of the Council

\_\_\_\_\_  
Council Chair

APPROVED AS TO FORM

APPROVED ( ) DENIED ( )

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Jack Louws, County Executive

6.04.020 Definitions.~~Share~~

A. “Adult dog” means any dog, male or female, seven months of age or older.

B. “Allow” means to permit by neglecting to restrain or prevent.

C. “Animal” shall have its customary common meaning and shall include dogs where applicable.

D. “Animal control authority~~department~~” means ~~the agency or department~~ a County department or agency, or a humane society or other animal care and control agency authorized designated by action of the county council, ~~to that~~ provides animal housing, care, housing and control services for the unincorporated areas of Whatcom County, and whose employees are either deputized by the Whatcom County sheriff or are otherwise are deputized by the Whatcom County sheriff authorized pursuant to this title and RCW 16.52 for the purpose of enforcing to enforce ~~this title~~ and laws of the state of Washington as they pertain to animal control and welfare.

E. “Animal control officer” means any individual employed, contracted, or appointed pursuant to RCW 16.52.025 by an animal control authority or humane society, or deputized by the Whatcom County sheriff, to aid in the enforcement of ordinances or laws regulating the care and control of animals.

~~EF.~~ “Animal shelter” means a facility used to care for homeless, stray or unwanted animals by a governmental entity or authorized animal welfare society, and may include more than one location.

~~FG.~~ “Animal sanctuary” means a housing and living facility for nondomesticated animals to live their lives free from abuse and neglect. The facility serves as an alternate to euthanasia and provides a secure home where rescued animals can live with dignity and proper care.

~~GH.~~ “At large” means to be off the premises of the owner and not under the control of either the owner or a person authorized by the owner.

**HI.** “Dangerous dog” means any dog that, according to the records of the appropriate authority, (1) has inflicted severe injury on a human being without provocation on public or private property, (2) has killed a domestic animal without provocation while off the owner’s property, or (3) has been previously found to be potentially dangerous, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals.

**IJ.** “Director” means the head administrative official of the animal control authority, the humane society, or the department that has been authorized by the Whatcom County council.

**JK.** “Dog” means any member, male or female, of the family Canis familiaris.

**KL.** “Exotic animal” means any animal not native to or usually found as domestic pets in the United States, including but not limited to lions, tigers, bears, gorillas, chimpanzees, lynx, cougars, jaguars, venomous snakes, and includes “wild animals” such as but not limited to wolves, raccoons, skunks, foxes, coyotes, and hybrid wolves and coyotes.

**LM.** “Good animal husbandry” includes, but is not limited to, the dehorning of cattle and other horn-bearing livestock, and castration or neutering of any animal, according to accepted practices of veterinary medicine or normally accepted animal husbandry.

**MN.** “Harboring or keeping an animal” means providing food and care for the animal on one’s premises. An occupant of any premises will be presumed to be harboring or keeping an animal within the meaning of this chapter when an animal remains on the premises or regularly returns to the premises for food and care for a period of 14 days.

**NO.** “Livestock” means horses, cattle, sheep, goats, swine, donkeys, mules and domestic fowl and rabbits.

**OP.** “Owner” means any person, firm, corporation, organization or department possessing, harboring, keeping, having any interest in, or having control or custody of an animal.

**PQ.** “Pet shop” is any establishment or premises maintained for the purchase, sale or exchange of pets of any type.

**QR.** “Potentially dangerous dog” means any dog that when unprovoked: (1) inflicts bites on a human or domestic animal either on public or private property, or (2) chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

**RS.** “Psittacine bird” includes all birds commonly known as parrots, macaws, cockatoos, lovebirds, parakeets and all other birds of the order Psittaciformes.

**ST.** “Severe injury” means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

**TU.** “Stray animal” means any unidentified dog, cat or other animal whose owner is unknown or who has no owner. The stray animal is declared to be a nuisance, and any such stray may be seized and impounded. For the purpose of this section, “stray dog” or “stray animal” means any dog, cat or other animal appearing or remaining in a neighborhood or any public place without an apparent home.

**UV.** “Under control” means that the owner, by means of a leash, restrains the dog to the owner’s immediate proximity, preventing the dog from trespassing upon property or annoying or chasing other persons, animals, or vehicles of any sort.

**VW.** “Vicious animal” includes any whose temperament or habits create danger of injury to persons or other animals or create a reasonable apprehension of injury to persons or other animals.

| WX. “Wild animal” means an animal living in its natural state and native to the United States, but not normally domesticated, raised or bred by man. (Ord. 2002-052; Ord. 98-022; Ord. 90-82 (part); Ord. 90-53 (part)).



#### 6.04.020 Definitions.

- A. “Adult dog” means any dog, male or female, seven months of age or older.
- B. “Allow” means to permit by neglecting to restrain or prevent.
- C. “Animal” shall have its customary common meaning and shall include dogs where applicable.
- D. “Animal control authority” means a County department or agency, or a humane society or other animal care and control agency designated by action of the county council, that provides animal housing, care, and control services for the unincorporated areas of Whatcom County, and whose employees are either deputized by the Whatcom County sheriff or are otherwise authorized pursuant to this title and RCW 16.52 to enforce this title and laws of the state of Washington as they pertain to animal control and welfare
- E. "Animal control officer" means any individual employed, contracted, or appointed pursuant to RCW 16.52.025 by an animal control authority or humane society, or deputized by the Whatcom County sheriff, to aid in the enforcement of ordinances or laws regulating the care and control of animals.
- F.. “Animal shelter” means a facility used to care for homeless, stray or unwanted animals by a governmental entity or authorized animal welfare society, and may include more than one location.
- G.. “Animal sanctuary” means a housing and living facility for non-domesticated animals to live their lives free from abuse and neglect. The facility serves as an alternate to euthanasia and provides a secure home where rescued animals can live with dignity and proper care.
- H.. “At large” means to be off the premises of the owner and not under the control of either the owner or a person authorized by the owner.

I. “Dangerous dog” means any dog that, according to the records of the appropriate authority, (1) has inflicted severe injury on a human being without provocation on public or private property, (2) has killed a domestic animal without provocation while off the owner’s property, or (3) has been previously found to be potentially dangerous, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals.

J. “Director” means the head administrative official of the animal control authority, the humane society, or the department that has been authorized by the Whatcom County council.

K “Dog” means any member, male or female, of the family *Canis familiaris*.

L. “Exotic animal” means any animal not native to or usually found as domestic pets in the United States, including but not limited to lions, tigers, bears, gorillas, chimpanzees, lynx, cougars, jaguars, venomous snakes, and includes “wild animals” such as but not limited to wolves, raccoons, skunks, foxes, coyotes, and hybrid wolves and coyotes.

M. “Good animal husbandry” includes, but is not limited to, the dehorning of cattle and other horn-bearing livestock, and castration or neutering of any animal, according to accepted practices of veterinary medicine or normally accepted animal husbandry.

N. “Harboring or keeping an animal” means providing food and care for the animal on one’s premises. An occupant of any premises will be presumed to be harboring or keeping an animal within the meaning of this chapter when an animal remains on the premises or regularly returns to the premises for food and care for a period of 14 days.

O. “Livestock” means horses, cattle, sheep, goats, swine, donkeys, mules and domestic fowl and rabbits.

P. “Owner” means any person, firm, corporation, organization or department possessing, harboring, keeping, having any interest in, or having control or custody of an animal.

Q. “Pet shop” is any establishment or premises maintained for the purchase, sale or exchange of pets of any type.

R. “Potentially dangerous dog” means any dog that when unprovoked: (1) inflicts bites on a human or domestic animal either on public or private property, or (2) chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

S. “Psittacine bird” includes all birds commonly known as parrots, macaws, cockatoos, lovebirds, parakeets and all other birds of the order Psittaciformes.

T. “Severe injury” means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

U “Stray animal” means any unidentified dog, cat or other animal whose owner is unknown or who has no owner. The stray animal is declared to be a nuisance, and any such stray may be seized and impounded. For the purpose of this section, “stray dog” or “stray animal” means any dog, cat or other animal appearing or remaining in a neighborhood or any public place without an apparent home.

V. “Under control” means that the owner, by means of a leash, restrains the dog to the owner’s immediate proximity, preventing the dog from trespassing upon property or annoying or chasing other persons, animals, or vehicles of any sort.

W. “Vicious animal” includes any whose temperament or habits create danger of injury to persons or other animals or create a reasonable apprehension of injury to persons or other animals.

X. “Wild animal” means an animal living in its natural state and native to the United States, but not normally domesticated, raised or bred by man. (Ord. 2002-052; Ord. 98-022; Ord. 90-82 (part); Ord. 90-53 (part)).

6.04.031 Administration and enforcement.

A. ~~Sheriff. A humane society or other animal control authority as defined under RCW 16.52 and that is designated by the County Council and the County Executive~~ Administration and enforcement of this chapter shall be the responsibility of the Whatcom County sheriff, his deputized agent (the animal control authority) or other official designated by the county council and the county executive's office. The sheriff or deputized designee shall be responsible for administration and enforcement of this chapter, as to include the following:

1. Operate or cause to be operated an animal shelter;

2. If the designee deems deemed it necessary ~~by the designee~~, select, train, hire, and retain a qualified animal control officer or officers ~~who shall to~~ enforce the provisions of this chapter;

3. Investigate complaints pertaining to animal misconduct occurring in the unincorporated areas.

4. Administer animal licensing obligations provided for in this chapter, to include: the issuance and re-issuance of licenses; the collection of licensing fees, taxes, and penalties; and the enforcement of licensing requirements.

~~B. County Executive. The county executive's office shall oversee the administration, issuance, re-issuance and enforcement of license fees and other tax charges or penalties as provided for in this chapter.~~

B. In the absence of a designated humane society or other animal control authority pursuant to Section A, the Whatcom County Sheriff's Department Office shall be responsible for the administration and enforcement of this chapter. (Ord. 98-022; Ord. 90-82 (part)).

6.04.031 Administration and enforcement.

A. A humane society or other animal control authority as defined under RCW 16.52 and that is designated by the County Council and the County Executive shall be responsible for administration and enforcement of this chapter, to include the following:

1. Operate or cause to be operated an animal shelter;
2. If the designee deems it necessary, select, train, hire, and retain a qualified animal control officer or officers to enforce the provisions of this chapter;
3. Investigate complaints pertaining to animal misconduct occurring in the unincorporated areas.
4. Administer animal licensing obligations provided for in this chapter, to include: the issuance and re-issuance of licenses; the collection of licensing fees, taxes, and penalties; and the enforcement of licensing requirements.

B. In the absence of a designated humane society or other animal control authority pursuant to Section A, the Whatcom County Sheriff's Office shall be responsible for the administration and enforcement of this chapter. (Ord. 98-022; Ord. 90-82 (part)).





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-103

---

<b>File ID:</b>	AB2019-103	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/25/2019	<b>Entered by:</b>	RKlein@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### TITLE FOR AGENDA ITEM:

Ordinance proposing modifications to Whatcom County Code 2.27A, Aquatic Invasive Species (AIS)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works staff will introduce for discussion proposed changes to the aquatic invasive species ordinance (WCC 2.27A) to create a new class of watercraft, establish a one-day pass, and update definitions.

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** Memo-Proposed Changes to the Aquatic Invasive Species Ordinance.pdf, Ordinance-Proposed Changes to the Aquatic Invasive Species Ordinance.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings  
Director**



**NATURAL RESOURCES**

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

**MEMORANDUM**

**TO:** Honorable Members of the Whatcom County Council, and  
The Honorable Jack Louws, Whatcom County Executive

**THROUGH:** Jon Hutchings, Public Works Director *JH*

**FROM:** Gary Stoyka, Natural Resources Manager *GS*

**DATE:** January 18, 2019

**RE:** Proposed Changes to the Aquatic Invasive Species Ordinance  
(WCC 2.27A)

---

At the February 12, 2019 Finance Committee meeting, Public Works staff will introduce for discussion proposed changes to the aquatic invasive species ordinance (WCC 2.27A) scheduled for potential adoption by the Council on February 26, 2019.

**Requested Action**

Public Works is requesting discussion by County Council on the proposed ordinance changes. The proposed ordinance creates a new class of watercraft, establishes a one-day pass, and updates definitions. Public Works staff is working with City of Bellingham staff to pursue proposed modifications to their respective ordinances on a parallel track that will allow coordinated implementation of the Aquatic Invasive Species Program in time for the 2019 boating season. Public Works staff anticipates bringing the ordinance to the Council for adoption at the February 26<sup>th</sup> meeting.

Please contact Gary Stoyka at extension 6218 if you have any questions regarding this information.

Attachment

SPONSORED BY: \_\_\_\_\_  
PROPOSED BY: \_\_\_\_\_  
INTRODUCTION DATE: \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AMENDING WHATCOM COUNTY CODE CHAPTER 2.27A TO PREVENT THE RELEASE AND  
SPREAD OF AQUATIC INVASIVE SPECIES.**

**WHEREAS**, the County has authority under Washington State law to protect the health, safety, and general welfare of the public, to regulate and protect waters within its jurisdiction, and to control the transport and release of Aquatic Invasive Species,

**WHEREAS**, Lake Whatcom and Lake Samish are the drinking water sources for approximately half of the residents of Whatcom County and the vast majority of the City of Bellingham residents; and

**WHEREAS**, Whatcom County has adopted goals and policies to protect Lake Whatcom, Lake Samish and other freshwater lakes and streams; and

**WHEREAS**, Aquatic Invasive Species pose a serious threat to the waters of Whatcom County and can have severe impacts to ecology, water quality, water supply infrastructure, and recreational use; and

**WHEREAS**, watercraft transported from water bodies with Aquatic Invasive Species to uninfested waters are the principal cause of new infestations; and

**WHEREAS**, prevention programs that include education, screening, and watercraft inspection are effective in preventing the spread of Aquatic Invasive Species to uninfested water bodies; and

**WHEREAS**, an Aquatic Invasive Species prevention program is necessary to reduce the risk of Aquatic Invasive Species infestation and related impacts at Lake Whatcom and other waters of Whatcom County; and

**WHEREAS**, Whatcom County has authority under RCW 36.32.120 and Washington State law generally to regulate and protect its water supply and other waters within its jurisdiction; and

**WHEREAS**, Whatcom County adopted Ordinance 2012-034 in September 25, 2012, codified at WCC Chapter 2.27A, to prevent the release and spread of Aquatic Invasive Species into waters of Whatcom County; and

**WHEREAS**, it is in the best interests of Whatcom County to amend WCC Chapter 2.27A to further define and enhance its Aquatic Invasive Species detection and prevention program, including the adoption of mandatory inspection and permitting requirements for watercraft in Whatcom County;

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that Whatcom County Code 2.27A is hereby deleted in its entirety and replaced with the following, adopted as set forth in Exhibit A, attached hereto.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST


WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown Davis, Clerk of the Council

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

  
\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Jack Louws, County Executive  
( ) Approved          ( ) Denied

Date Signed: \_\_\_\_\_



## Exhibit A

### WCC Chapter 2.27A Aquatic Invasive Species

#### 2.27A.010 Definitions

For the purpose of this chapter, the following definitions shall apply:

A. "Authorized Inspector" means a person who has received the necessary training approved by Whatcom County and authorized to inspect Watercraft to detect the presence of aquatic invasive species.

B. "Aquatic Invasive Species" and "AIS" shall mean an aquatic species that is: (i) nonnative to public water bodies located in unincorporated areas of Whatcom County; and (ii) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. and include "Aquatic Invasive Species" and "AIS" shall include but not be limited to those species classified in Washington Administrative Code (WAC) 220-12-090 as "prohibited aquatic animal species", and those plant species listed in WAC 16-752-400-415; 505; and 610. For purposes of this chapter, WAC 220-12-090 and WAC 16-752-400-415; 505; and 610, as presently constituted or as hereinafter amended, are adopted and incorporated herein by reference.

C. "Enforcement Officer" includes any Authorized Inspector and any peace officer with jurisdiction in Whatcom County, ~~and the County Noxious Weed Coordinator or his or her designee, to enforce the prohibitions set forth in this chapter.~~

D. "Inspection" means an inspection of a Watercraft or other vessel conducted by an Authorized Inspector for the purpose of detecting Aquatic Invasive Species and preventing their transport and release into any Public Water Body. Inspections may consist of questioning as well as a visual and tactile search of the exterior and interior of the Watercraft or other vessel, including but not limited to the hull, trailer, motor, propeller, bilge pump, compartments, bait well, ballast tank, bladder, and all areas of standing water.

E. "Inspection Seal" means a cord or tether installed by an Authorized Inspector in a manner that connects a Watercraft to its trailer for the purpose of indicating that the Watercraft has passed inspection, has not entered a water body since passing Inspection, and, therefore, may launch without further Inspection when returning to the same water body so long as the Inspection Seal is intact at the time of launch.

F. "Launch" means any act that places or attempts to place a Watercraft into a Public Water Body.

G. "Public Water Body" shall mean Lake Whatcom, Lake Samish, Baker Lake, Tennant Lake, Lake Terrell, Wiser Lake, Silver Lake, Toad Lake, Squalicum Lake, Reed Lake, Cain Lake and all other freshwater lakes and streams in unincorporated areas of Whatcom County where Watercraft have access.



G.H. "Motorized Propulsion System" shall mean any mechanism or system used to generate thrust to move a watercraft across water, including but not limited to outboard motors, inboard motors, jet motors, and inboard/outboard motors.

H.I. "Watercraft" shall mean any type of vessel, boat, or craft capable of being used as a means of transportation on water, including but not limited to motor boats, sail boats, row boats, kayaks, canoes, barges, and all associated equipment, including trailers, that routinely or reasonably could be expected to contain or come into contact with water. The term "Watercraft" specifically excludes the following: surf boards, paddle boards, and kite boards; and non-motorized inflatables that are 10 feet or less in length. "Watercraft" shall consist of the following categories:

- (1) "Class A Watercraft" shall mean any vessel that ~~has a motorized propulsion system~~ ~~or~~ requires registration by the State of Washington Department of Licensing under RCW 88.02 and WAC 308-93-030 and any vessel registered under the laws of a state other than Washington State or a country other than the United States.
- (2) "Class B Watercraft" shall mean any vessel that has a Motorized Propulsion System that does not require registration by the State of Washington Department of Licensing under RCW 88.02 and WAC 308-93-030 or under laws of a state other than Washington State or a country other than the United States.
- (3) "Class B-C Watercraft" shall mean vessels that do not have a Mmotorized ~~propulsion~~ Propulsion system-System and do not require registration by the State of Washington Department of Licensing under RCW 88.02 and WAC 308-93-030.

## **2.27A.020 Prohibitions**

The following activities are prohibited:

- A. The transport or release of Aquatic Invasive Species into a Public Water Body.
- B. Launching, operating or keeping on a Public Water Body a Watercraft that has not submitted to Inspection and decontamination as required by this chapter.
- C. Launching, operating or keeping on a Public Water Body a Watercraft without a current AIS Permit as required by WCC 2.27A.050, below.

## **2.27A.030 Inspection and Decontamination.**

A. Inspections shall be required of:

- i. All Watercraft prior to its first launch onto Lake Whatcom or Lake Samish in each calendar year; and
- ii. All Watercraft prior to its first launch onto Lake Whatcom or Lake Samish after it has entered any fresh water body located outside Whatcom County, Washington; and

- iii. All Watercraft prior to each and every launch onto a Public Water Body from a public access point for which an AIS check station is operating under this chapter, except Watercraft bearing an intact Inspection Seal.
- B. Exemptions. Watercraft inspections and the associated fees shall not be required for:
  - i. Law enforcement and emergency response watercraft.
  - ii. Watercraft involved in search and rescue operations or training.
- C. Inspection and Decontamination Services
  - i. Whatcom County may establish and operate AIS check stations at public access points to Public Water Bodies.
  - ii. Whatcom County may, upon request by an owner or operator of a Watercraft, conduct an Inspection on private property owned by the Watercraft owner or operator.
  - iii. All AIS check stations operating under this chapter shall be marked by signs and staffed by one or more Authorized Inspectors. AIS check stations authorized by this chapter shall be subject to hours of operation and other program requirements established by the Director of Public Works or his designee.
  - iv. If, upon Inspection, an Authorized Inspector determines that a Watercraft is not contaminated with Aquatic Invasive Species, then said Watercraft shall be permitted to launch, subject to payment of fees authorized in WCC 2.27A.050.
  - v. If, upon Inspection, an Authorized Inspector reasonably suspects that a Watercraft or any other vessel is contaminated with Aquatic Invasive Species, the Authorized Inspector may decontaminate the watercraft on site or direct the Watercraft owner or operator to a decontamination station where the Watercraft will undergo a decontamination process. Following decontamination, the Watercraft owner or operator shall not launch the Watercraft onto a Public Water Body until the Watercraft has been re-inspected and approved for launch by an Authorized Inspector.
  - vi. A Watercraft owner or operator may refuse to stop and consent to Inspection at any AIS check station authorized by this chapter; provided, if any Watercraft owner or operator refuses to stop and consent to Inspection at an AIS check station authorized by this chapter, then said owner or operator shall not launch his or her Watercraft from said location and shall be in violation of this chapter if he or she nevertheless attempts to do so.

#### **2.27A.040 Safe Harbor**

Any person who voluntarily stops and consents to Inspection at an AIS check station or other inspection station and cooperates in the decontamination process shall not be subject to penalties under this chapter for possessing or transporting Aquatic Invasive Species.

#### **2.27A.050 AIS Permits and Fees**



A. Every Watercraft subject to the inspection requirements of this Chapter shall visibly display a valid AIS Permit issued by Whatcom County or the City of Bellingham prior to launching and while operating on Public Water Bodies.

B. AIS Permits shall be issued upon passage of Inspection and payment of the applicable fee.

C. The fee for Inspection and decontamination services for ~~Class A and Class B Watercraft~~ all classes of Watercraft shall be established in the Whatcom County Unified Fee Schedule.

D. AIS Permits shall be available as follows:

i. Annual Sticker. Each Annual Sticker shall be effective during the calendar year in which it is issued and shall entitle the holder to unlimited Inspections and Inspection Seal installation services for the Watercraft to which the Annual Sticker is affixed.

ii. ~~Class A Three-Day Pass.~~ Each ~~three-day~~ pass shall entitle the holder to unlimited inspections and sealing services for the applicable Watercraft for the duration of the period specified on the pass. Day passes are available for Class A and Class B Watercraft only.

ii.iii. Three Day Pass. Each three day pass shall entitle the holder to unlimited inspections and sealing services for the applicable Watercraft for the duration of the period specified on the pass. Three day passes are available for Class A and Class B Watercraft only.

iii.iv. Special Event Passes. Special event passes may be issued for fishing tournaments, sailing and rowing regattas, and other group events approved by the director of public works or his designee upon the event sponsor's execution of a special event agreement with Whatcom County or the City of Bellingham in a form approved by the director of public works. Special event passes shall entitle each event participant to inspection and sealing services for the duration of the event, subject to the terms and conditions of the special event agreement.

iv.v. Annual Watercraft Business Permit. Watercraft business permits may be issued to person or entities who are in the business of providing Watercraft services (including transport, maintenance, repair, storage or other similar activities) upon execution of a cooperative agreement with Whatcom County or City of Bellingham in a form approved by the director of public works. Watercraft business permits shall be effective during the calendar year in which they are issued and shall entitle the permit holder to expedited inspection services ~~and issuance of AIS annual stickers~~ for Watercraft within the company's possession or control, all subject to the terms and conditions of the cooperative agreement.

E. An on-line AIS Awareness Course shall be developed and made available to the public. Persons successfully completing the on-line course shall, upon providing verification of their successful completion to the Authorized Inspector, be entitled to the reduced AIS Awareness fee schedule for AIS inspections for each boat that they own.

The AIS Awareness fee schedule shall be established in the Whatcom County Unified Fee Schedule.

F. AIS Permits are nontransferable and shall apply to a single Watercraft. AIS Permits shall be affixed to the Watercraft as directed by the Authorized Inspector in a visible location located above the waterline.

G. A Watercraft shall be deemed to be in compliance with the inspection and permitting requirements of this chapter if his or her Watercraft is currently in compliance with an Aquatic Invasive Species inspection and permitting program adopted by the City of Bellingham, Washington.

H. The fees authorized by this chapter are intended to offset the cost to Whatcom County of implementing this chapter for the purpose of detecting and preventing the spread of Aquatic Invasive Species and are not intended to be, nor shall they be construed to be, charges imposed upon access to Public Water Bodies for the purpose of outdoor recreation. Fees shall be evaluated annually to ensure they are sufficient for program needs.

#### **2.27A.060 Cooperative Agreements.**

Whatcom County may enter into cooperative agreements with persons and entities, including but not limited to, homeowner's associations, condominium associations, civic groups and governmental entities, to adopt and execute plans, which may be implemented inside or outside Whatcom County, to detect and prevent the transport and release of Aquatic Invasive Species in Public Water Bodies.

#### **2.27A.070 Penalties**

A. Any person violating this chapter shall have committed a civil infraction, and shall be punished by a fine not to exceed \$1,000 for each violation. Each violation of this chapter shall be a separate infraction, and in the case of a continuing violation, each day's continuance shall be deemed to be a separate and distinct infraction. Civil infractions under this chapter shall be issued and processed in accordance with Chapter 7.80 RCW, except as otherwise provided in this chapter. Each party to a civil infraction case shall bear its own attorney's fees, witness fees and costs.

B. Any individual who violates this chapter may be held responsible for the costs expended by Whatcom County or its designee for response and mitigation of impacts.

C. Payment of any civil penalty herein shall not relieve any individual from the responsibility of correcting the violations as found by the Enforcement Officer.

D. Any person found not in compliance with this chapter is subject to citation, shall be escorted off the Public Water Body, and shall be subject to any other legal action as deemed necessary by the Enforcement Officer including but not limited to detaining said person and Watercraft until inspected and decontaminated as required under this chapter.

E. Fines collected as a result of violating this chapter that are not otherwise encumbered, shall be used to fund the Whatcom County Aquatic Invasive Species Management and Prevention Program.



**2.27A.080 Applicability**

The provisions of this chapter shall apply in addition to the provisions of any other code provision or ordinance. Where there is a conflict, the more restrictive provision shall apply. The provisions of this chapter are in addition to those provisions regulating Aquatic Invasive Species as contained in Washington State law.

**2.27A.090 Severability.**

If any section, provision, or portion of this chapter shall be determined to be invalid, the remainder of the chapter shall not for that reason be rendered ineffective or invalid.





# Whatcom County

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

## Agenda Bill Master Report

**File Number: AB2019-106**

---

<b>File ID:</b>	AB2019-106	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/25/2019	<b>Entered by:</b>	RKlein@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Ordinance		

**First Assigned to:** Council

**Agenda Date:** 02/12/2019

**Next Mtg. Date:**

**Hearing Date:**

---

### **TITLE FOR AGENDA ITEM:**

Ordinance amending the Unified Fee Schedule to accommodate changes to Whatcom County Code  
2.27A, Aquatic Invasive Species

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Public Works staff will introduce for discussion proposed changes to the Unified Fee Schedule needed  
to accommodate changes to the aquatic invasive species ordinance (WCC 2.27A)

---

### **HISTORY OF LEGISLATIVE FILE**

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Memo-Proposed Changes to the WC Unified Fee Schedule.pdf, Ordinance-Proposed Changes to  
the WC Unified Fee Schedule.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings  
Director**



**NATURAL RESOURCES**

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

**MEMORANDUM**

**TO:** Honorable Members of the Whatcom County Council, and  
The Honorable Jack Louws, Whatcom County Executive

**THROUGH:** Jon Hutchings, Public Works Director *JH*

**FROM:** Gary Stoyka, Natural Resources Manager *MS*

**DATE:** January 18, 2019

**RE:** Proposed Changes to the Whatcom County Unified Fee Schedule  
(Ordinance 2018-076)

---

At the February 12, 2019 Finance Committee meeting, Public Works staff will introduce for discussion proposed changes to the Unified Fee Schedule needed to accommodate changes to the aquatic invasive species ordinance (WCC 2.27A) scheduled for potential adoption by the Council on February 26, 2019.

**Requested Action**

Public Works is requesting discussion by County Council on the proposed ordinance changes. Public Works staff is working with City of Bellingham staff to pursue proposed modifications to their respective ordinances on a parallel track that will allow coordinated implementation of the Aquatic Invasive Species Program in time for the 2019 boating season. Public Works staff anticipates bringing the ordinance to the Council for adoption at the February 26<sup>th</sup> meeting.

Please contact Gary Stoyka at extension 6218 if you have any questions regarding this information.

Attachment

SPONSORED BY: \_\_\_\_\_  
PROPOSED BY: \_\_\_\_\_  
INTRODUCTION DATE: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AMENDING THE WHATCOM COUNTY UNIFIED FEE SCHEDULE**

**WHEREAS**, the Whatcom County Council adopted Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2019, thereby establishing mandatory Aquatic Invasive Species inspections prior to launch at certain Whatcom County water bodies for new classes of watercraft; and

**WHEREAS**, the current Whatcom County Unified Fee Schedule was adopted by the Whatcom County Council as Ordinance No. 2018-076 on December 4, 2018; and

**WHEREAS**, fees for Aquatic Invasive Species inspections for these new classes of watercraft are not included in the current Unified Fee Schedule;

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the current Whatcom County Unified Fee Schedule, Ordinance No. 2018-076, is hereby amended as set forth in Exhibit A, attached hereto.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST


WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown Davis, Clerk of the Council

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE  
WHATCOM COUNTY, WASHINGTON

  
\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Jack Louws, County Executive  
( ) Approved ( ) Denied

Date Signed: \_\_\_\_\_

## Exhibit A

### Unified Fee Schedule

#### Whatcom County Ordinance 2018-076

#### DELETIONS:

Aquatic Invasive Species Inspection Class A Watercraft Multi-Day Pass:	\$20.00
Aquatic Invasive Species Inspection Class B Watercraft Annual Sticker:	\$10.00
AIS Awareness - Aquatic Invasive Species Inspection Class B Watercraft Annual Sticker:	no charge

#### ADDITIONS:

Aquatic Invasive Species Inspection Class A or Class B Watercraft 3-Day Pass:	\$20.00
Aquatic Invasive Species Inspection Class A or Class B Watercraft Day Pass:	\$10.00
Aquatic Invasive Species Inspection Class B Watercraft Annual Sticker:	\$30.00
AIS Awareness - Aquatic Invasive Species Inspection Class B Watercraft Annual Sticker:	\$20.00
Aquatic Invasive Species Inspection Class C Watercraft Annual Sticker:	\$10.00
AIS Awareness - Aquatic Invasive Species Inspection Class C Watercraft Annual Sticker:	no charge

#### MODIFICATIONS:

Aquatic Invasive Species Inspection Class A Watercraft Annual Sticker:	<del>\$50.00</del> <u>\$60.00</u>
--	-----------------------------------



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-121

---

<b>File ID:</b>	AB2019-121	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	01/31/2019	<b>Entered by:</b>	DAdelste@co.whatcom.wa.us		
<b>Department:</b>	Auditor's Office	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b> Council					
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	03/12/2019

---

### TITLE FOR AGENDA ITEM:

Ordinance Amending Whatcom County Code Section 1.14 Correcting Certain Precinct Boundary Lines and Precinct Maps

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Changes are needed to correct certain precinct boundary lines on certain map pages in the “Book of Election Precinct Maps” referred to in Whatcom County Code Section 1.14. The proposed changes are outlined on the attached table labeled as Exhibit A. The reason for those changes are indicated on that Exhibit as well. If approved the maps will be substituted for the designated maps and the new “Book of Election Precinct Maps” will be adopted by reference and be available through the Whatcom County Council Office and online through the Election page at the Whatcom County Auditor’s Office website homepage.

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Precinct Ordinance revisions 2019.doc, EX\_A Prec map attach\_.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



ORDINANCE NO. \_\_\_\_\_

**AMENDING WHATCOM COUNTY CODE SECTION 1.14, ELECTORAL PRECINCTS, FOR CHANGES  
IN CERTAIN VOTING PRECINCT BOUNDARIES IN WHATCOM COUNTY**

**WHEREAS**, it has been determined that certain precinct boundary line adjustments in Whatcom County Code Section 1.14 are needed due to annexations in the City of Bellingham and the City of Lynde; and

**WHEREAS**, the changes as proposed in the attached table labelled "Exhibit A" indicate which precincts are affected for what reason and the new page numbers to be added or modified in the "Book of Election Precinct Maps" previously adopted effective January 1, 2017; and

**WHEREAS**, RCW 29A.16.040 requires the county legislative authority of each county in the state to divide the county into election precincts and establish the boundaries of the precincts; and

**WHEREAS**, RCW 29A.16.040 further provides that no precinct boundary changes may be made starting fourteen (14) days prior to the first day candidates may file for the primary election through the period ending with the general election; and

**WHEREAS**, the first day for candidates to file this year is the 13<sup>th</sup> day of May, 2019, and

**WHEREAS**, RCW 29A.76.030 provides the County Auditor shall transfer and notify any registered voters that may be affected by the change in boundaries.

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that the changes to the "Book of Election Precinct Maps," shall be adopted by reference to Exhibit A attached hereto designating the new boundaries affecting Precincts 135, 139, 157, 159, 160, 273, 506, 272, 271, and 270, and the new "Book of Election Precinct Maps" in its entirety will be adopted by reference and available through the Whatcom County Council Office and online through the Election page at the Whatcom County Auditor's Office homepage.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

**WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY,  
WASHINGTON**

\_\_\_\_\_  
Dana Brown-Davis, County Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

**APPROVED AS TO FORM:**

( ) Approved ( ) Denied

\_\_\_\_\_  
Royce Buckingham, Civil Deputy Prosecutor

\_\_\_\_\_  
Jack Louws, County Executive

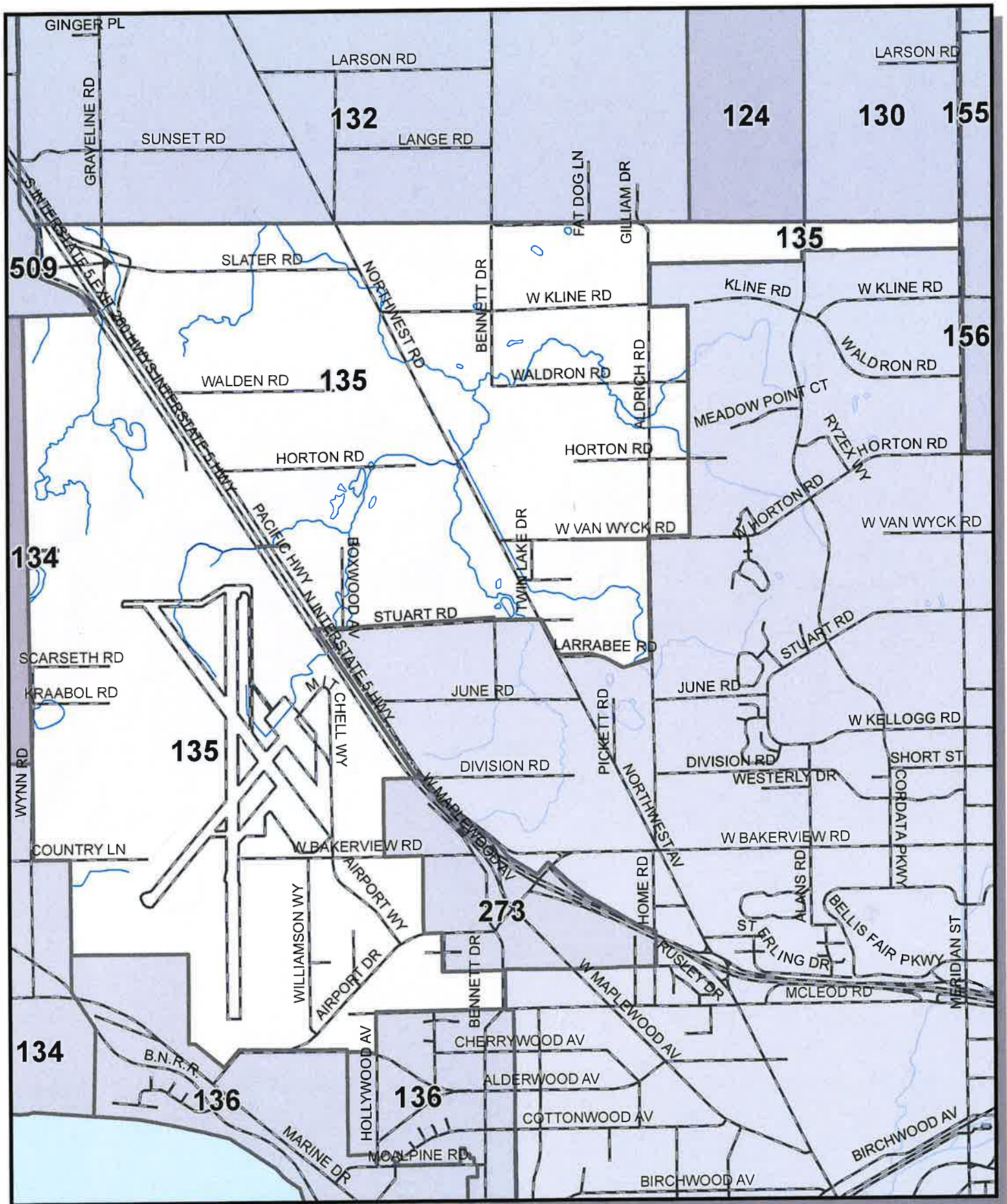
Date: \_\_\_\_\_

## Exhibit A

Precinct Affected	Reason	Changes Proposed	New Precinct Assignment
135	City of Bellingham annexation	Move voters from Precinct 135 into Precinct 273	273
139	City of Lynden annexation	Move voters from Precinct 139 into Precinct 605	605
157	City of Bellingham annexation	Move voters from Precinct 157 into Precinct 272	272
159	City of Bellingham annexation	Move voters from Precinct 159 into Precinct 271	271
160	City of Bellingham annexation	Move voters from Precinct 160 into Precinct 270	270

**Pages in "Book of Election Precinct Maps" affected:**

- 1) Substitute page 33 (Precinct 135)
- 2) New page 148D (Precinct 273)
- 3) Substitute page 37 (Precinct 139)
- 4) Substitute page 168 (Precinct 605)
- 5) Substitute page 55 (Precinct 157)
- 6) New page 148C (Precinct 272)
- 7) Substitute page 57 (Precinct 159)
- 8) New Page 148B (Precinct 271)
- 9) Substitute page 58 (Precinct 160)
- 10) New page 148A (Precinct 270)



# Whatcom County Precinct 135

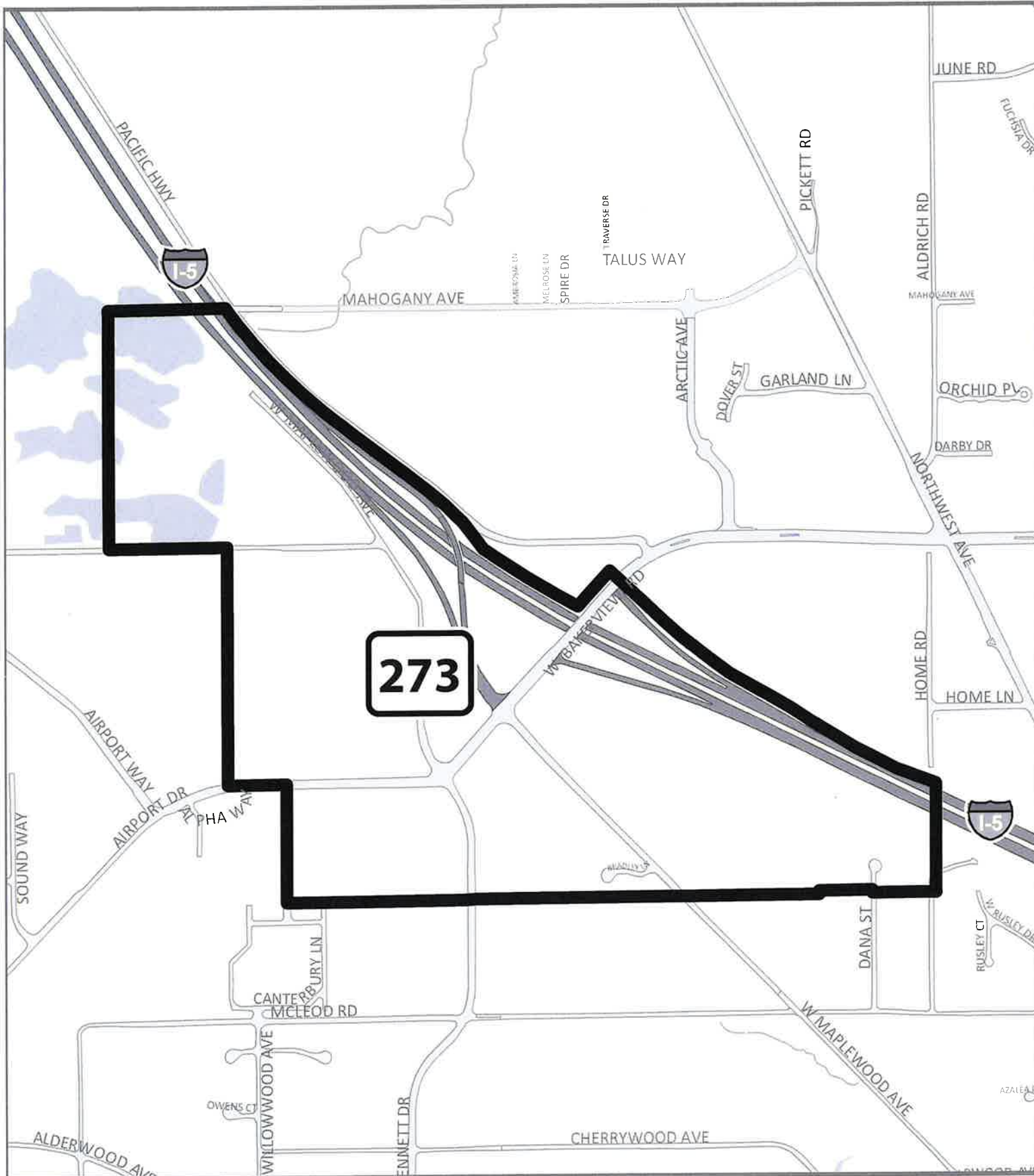
County Council District 4  
Legislative District 42  
Congressional District 1

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT

Whatcom County disclaims any warranty of merchantability or warranty of fitness for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damage, loss, or liability arising from any use of this map.



0 750 1,500 3,000 Feet



# Precinct 273

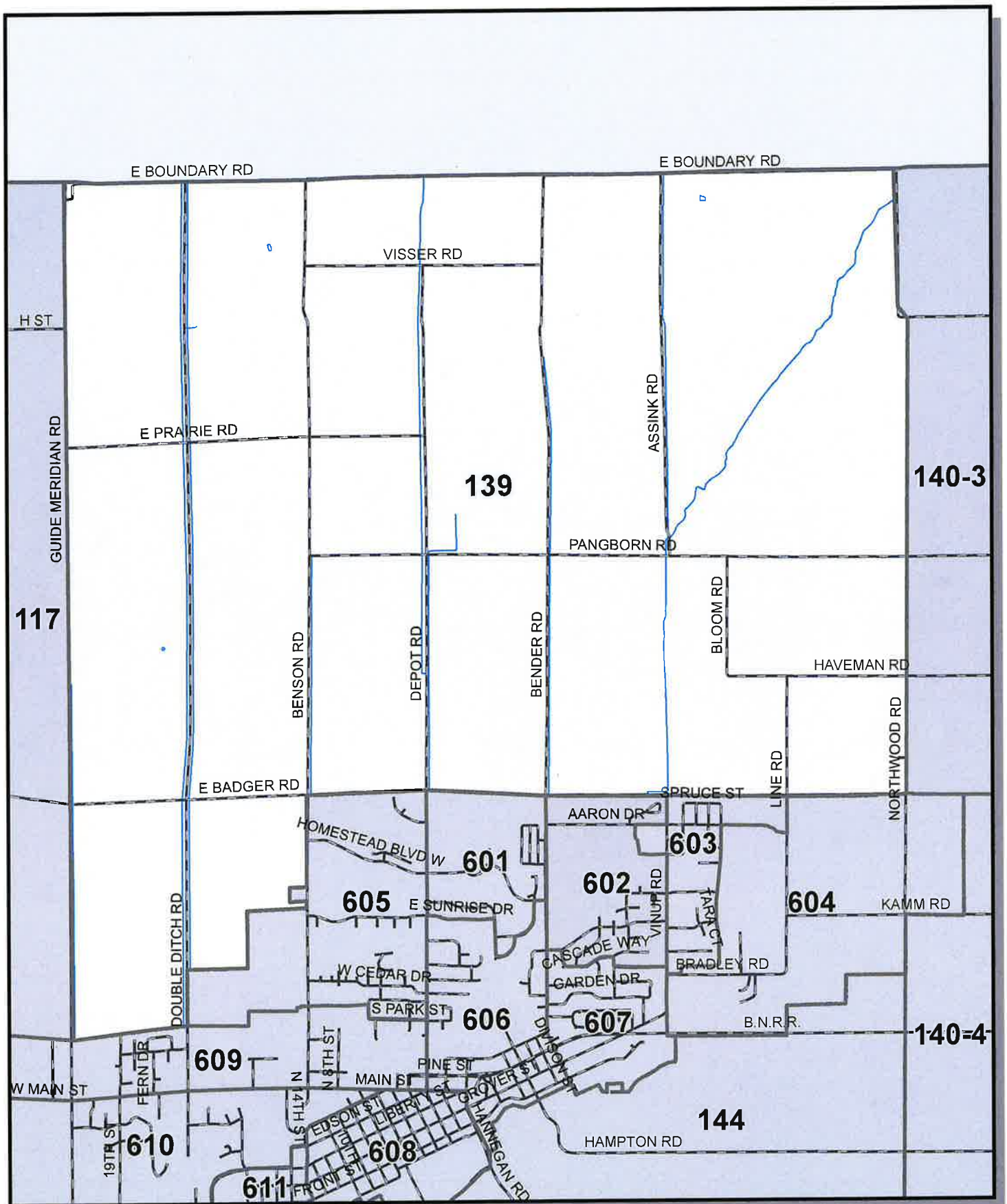
Ward	1
Council District	4
Leg. District	42
Cong. District	1



January 2019

473 220 440 Ft.





# Whatcom County Precinct 139

County Council District 4  
Legislative District 42  
Congressional District 1

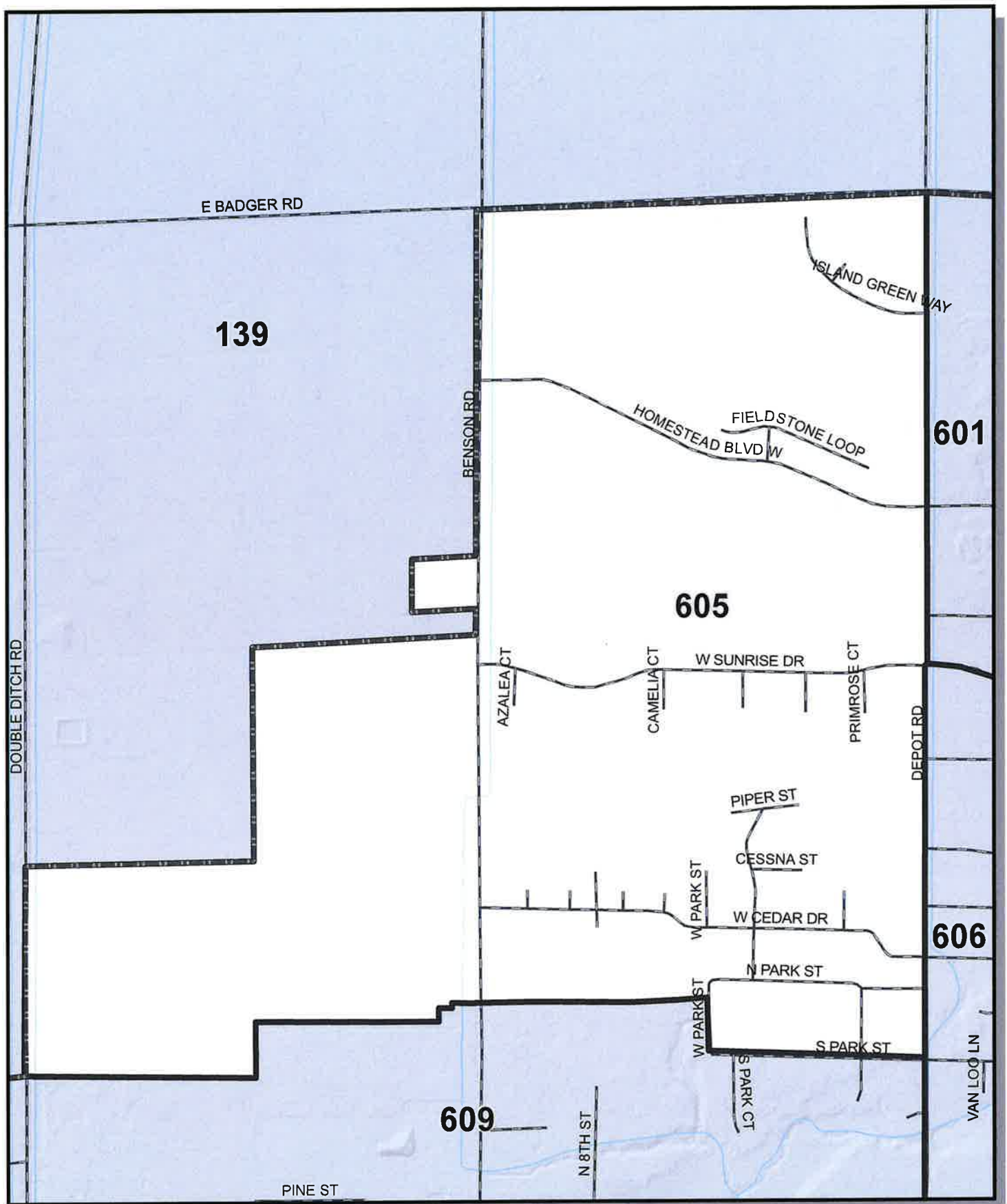
USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT:

Whatcom County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damage, loss, or liability arising from any use of this map.



0 1,000 2,000 4,000 Feet





# Whatcom County Precinct 605

County Council District 4  
Legislative District 42  
Congressional District 1

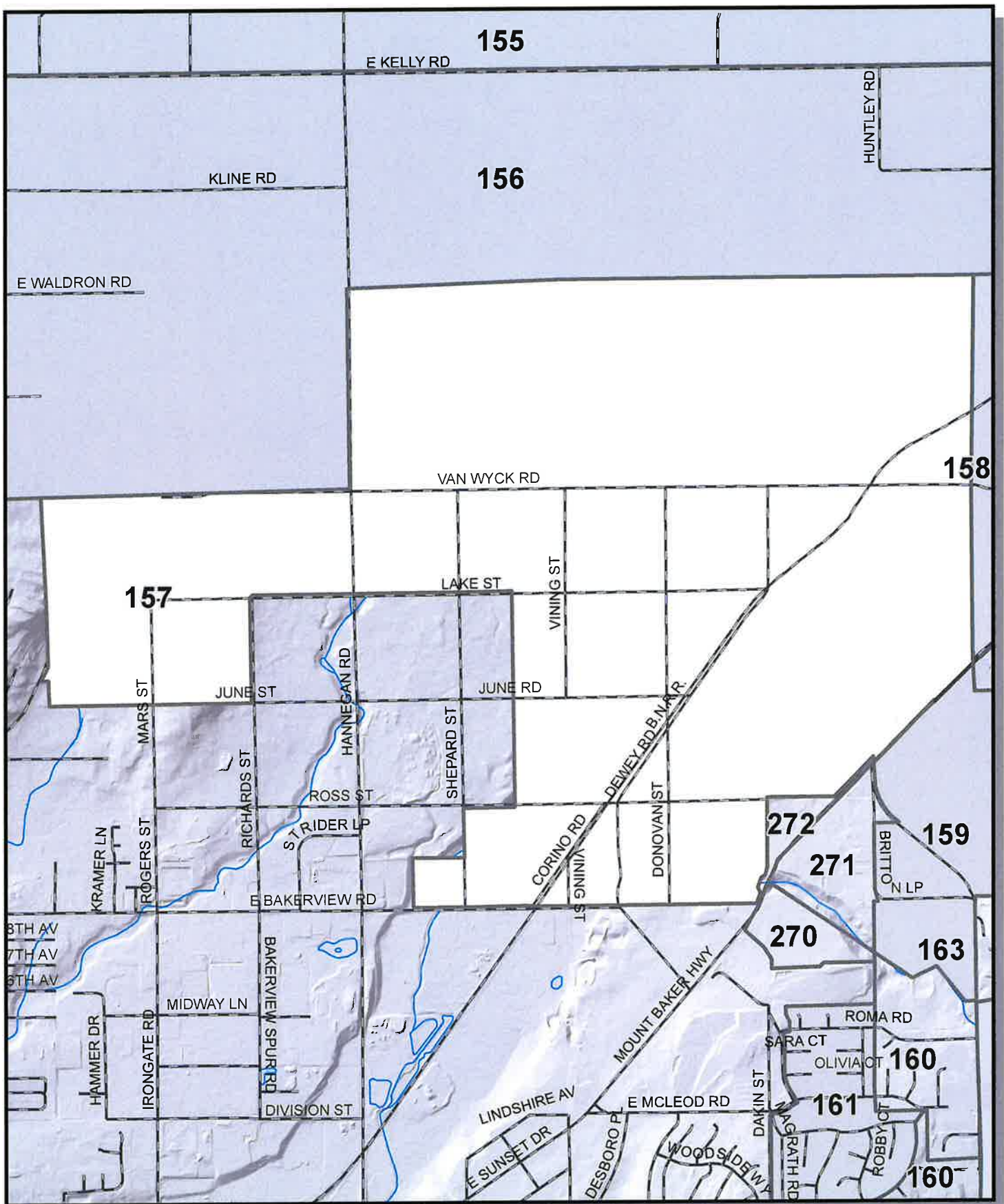
USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT:

Whatcom County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, other express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damages, loss, or liability arising from any use of this map.

0 265 530 1,060 Feet



475



# Whatcom County Precinct 157

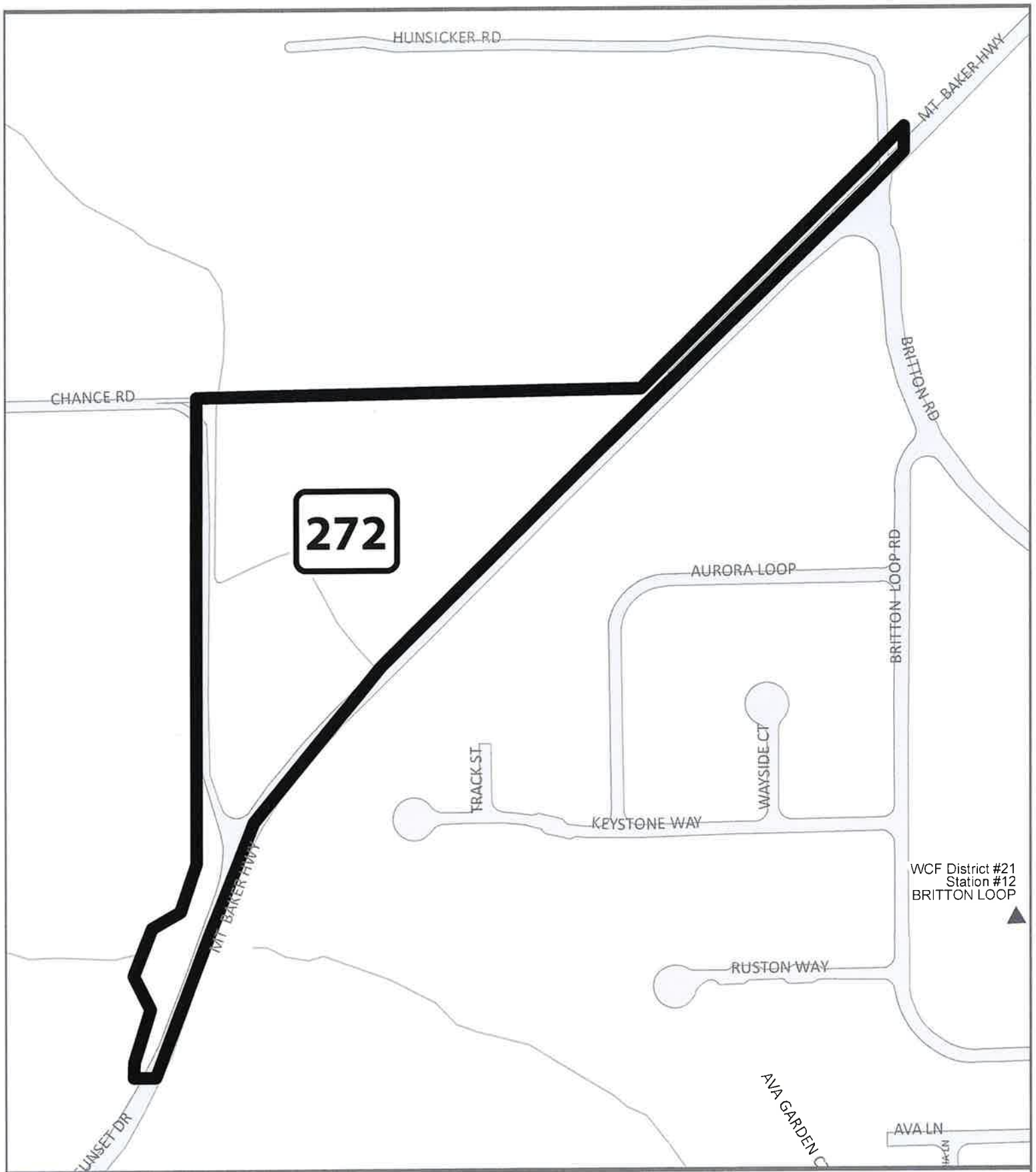
County Council District 3  
Legislative District 42  
Congressional District 1

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S  
AGREEMENT WITH THE FOLLOWING STATEMENT:

Whatcom County disclaims any warranty of merchantability or warranty  
of fitness of this map for any particular purpose, either express or  
implied. No representation or warranty is made concerning the accu-  
racy, currency, completeness or quality of data depicted on this map.  
Any user of this map assumes all responsibility for use thereof, and  
further agrees to hold Whatcom County harmless from and against any  
damages, loss, or liability arising from any use of this map.

0 550 1,100 2,200  
Feet





# Precinct 272

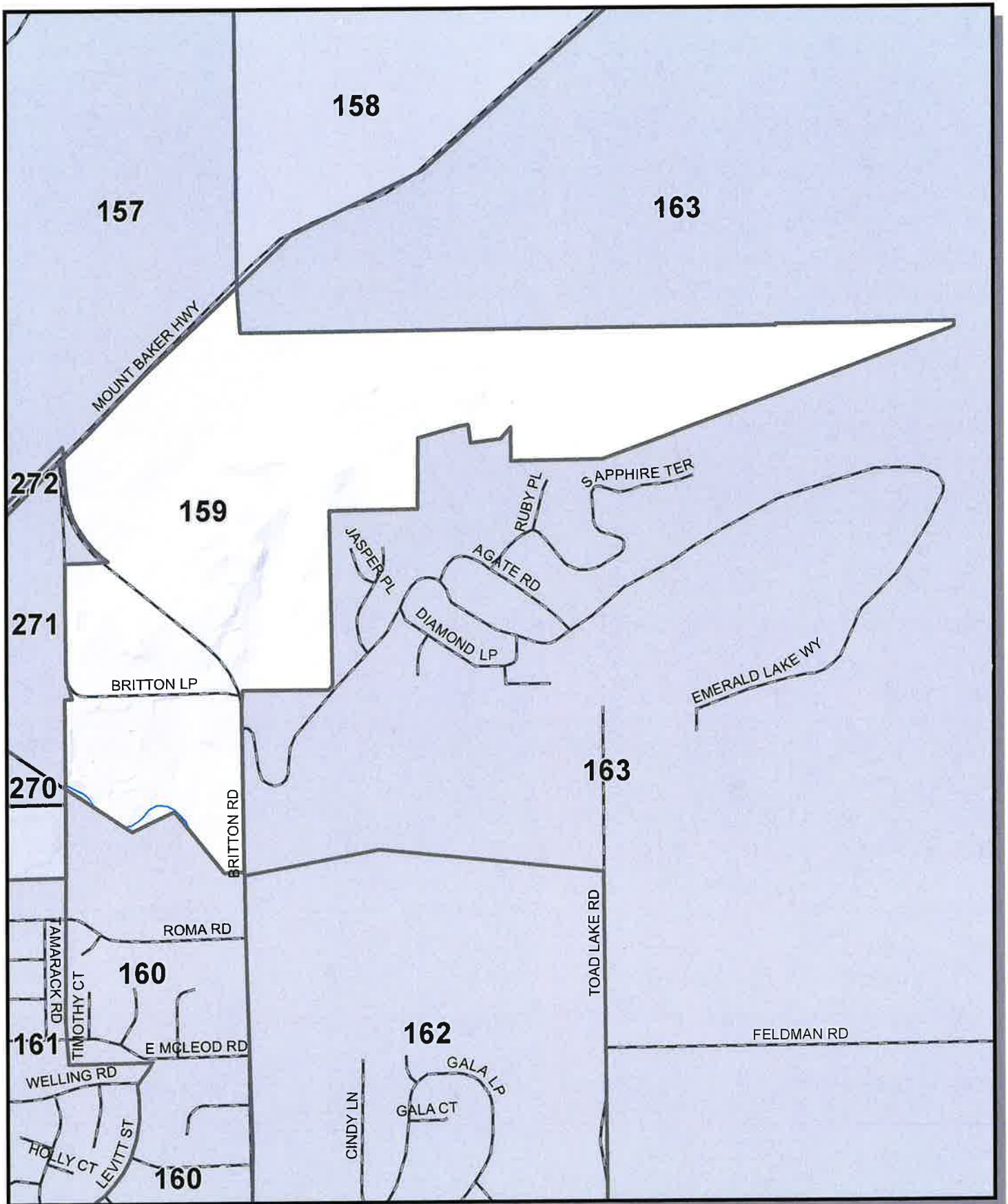
Ward	2
Council District	3
Leg. District	42
Cong. District	1



January 2019

477 75 150 Ft.



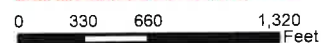


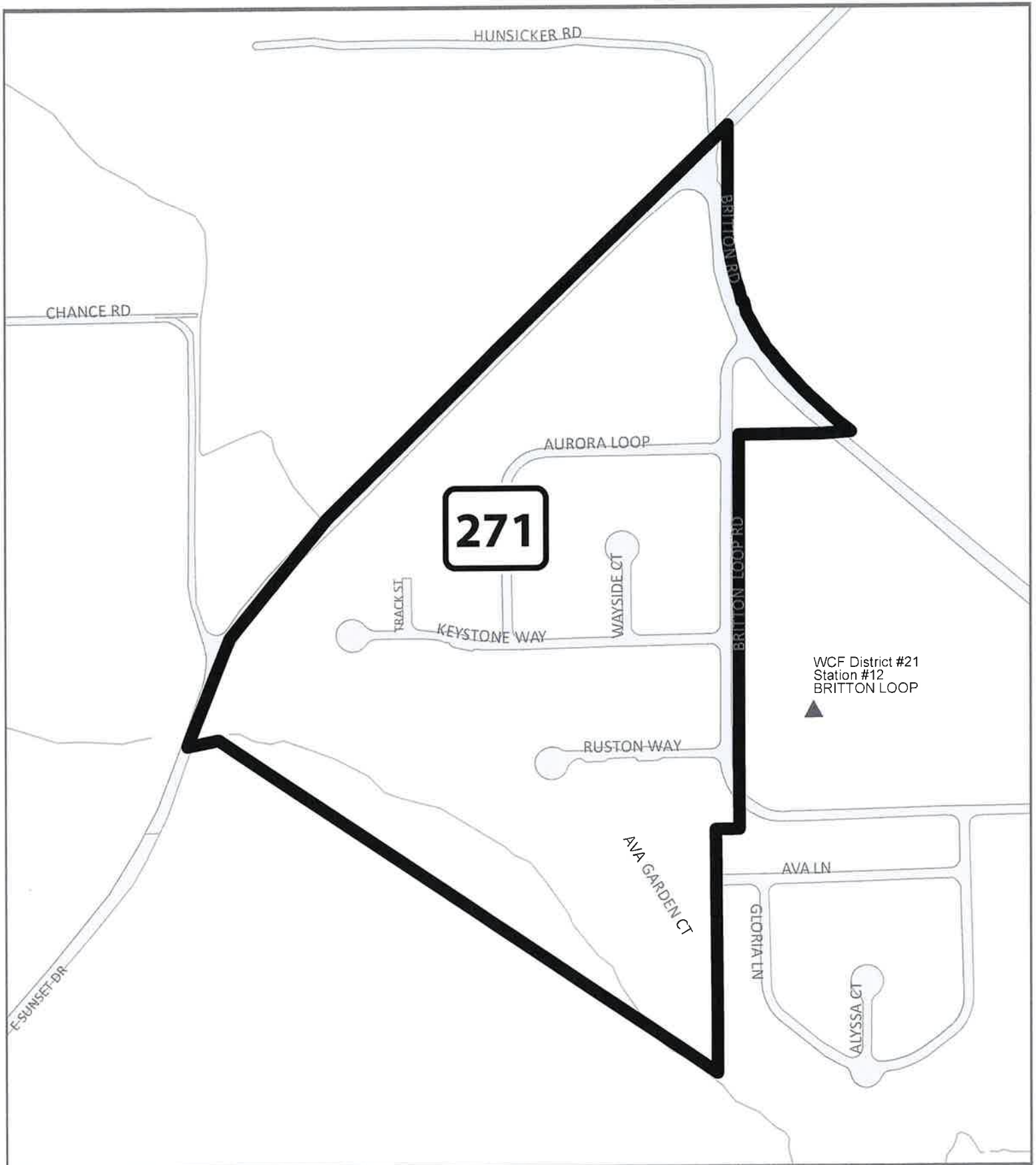
# Whatcom County Precinct 159

County Council District 3  
 Legislative District 40  
 Congressional District 1

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT

Whatcom County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damages, loss, or liability arising from any use of this map.





**Precinct 271**

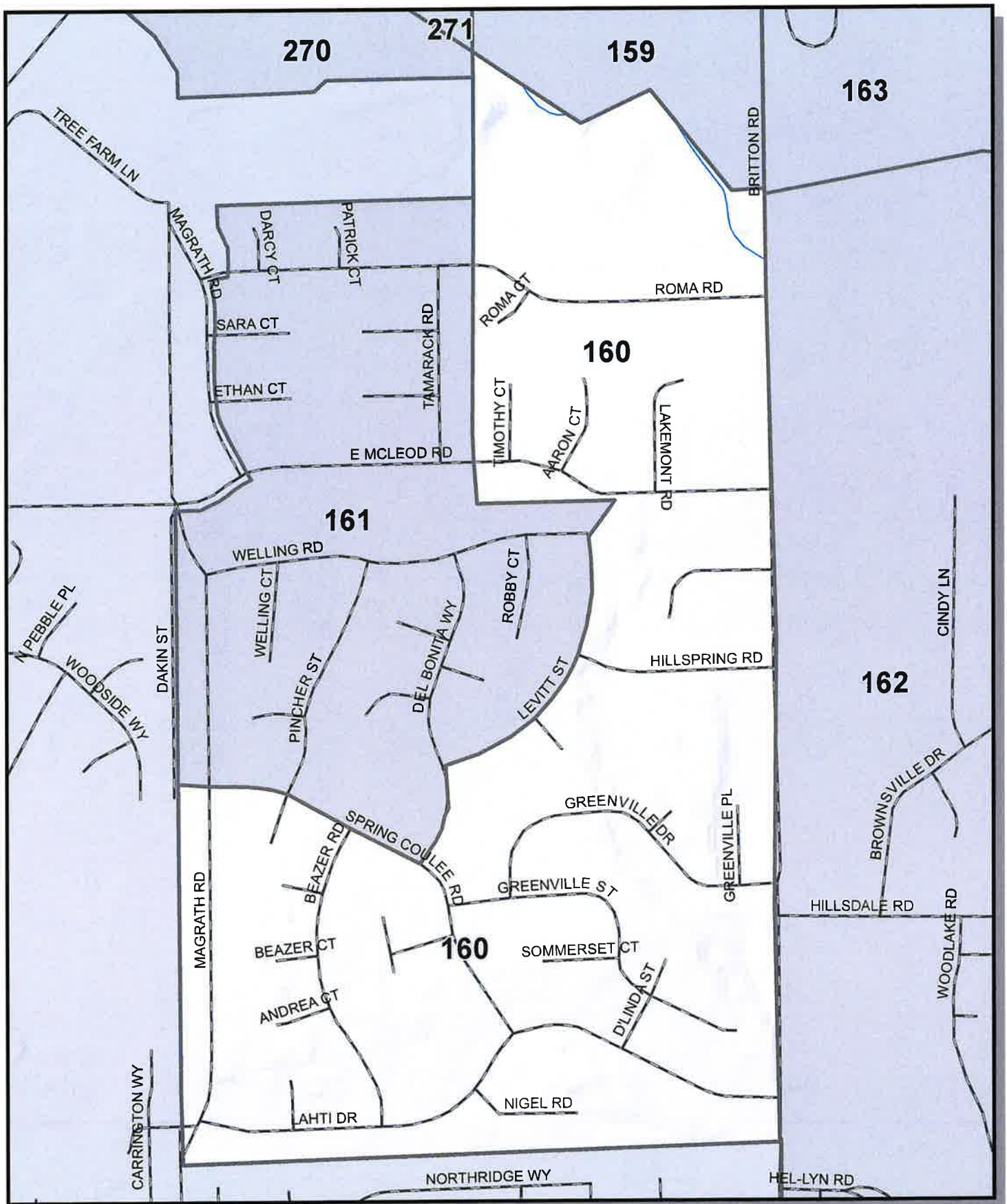
Ward	4
Council District	3
Leg. District	40
Cong. District	1



January 2019

479 100 200 Ft.





# Whatcom County Precinct 160

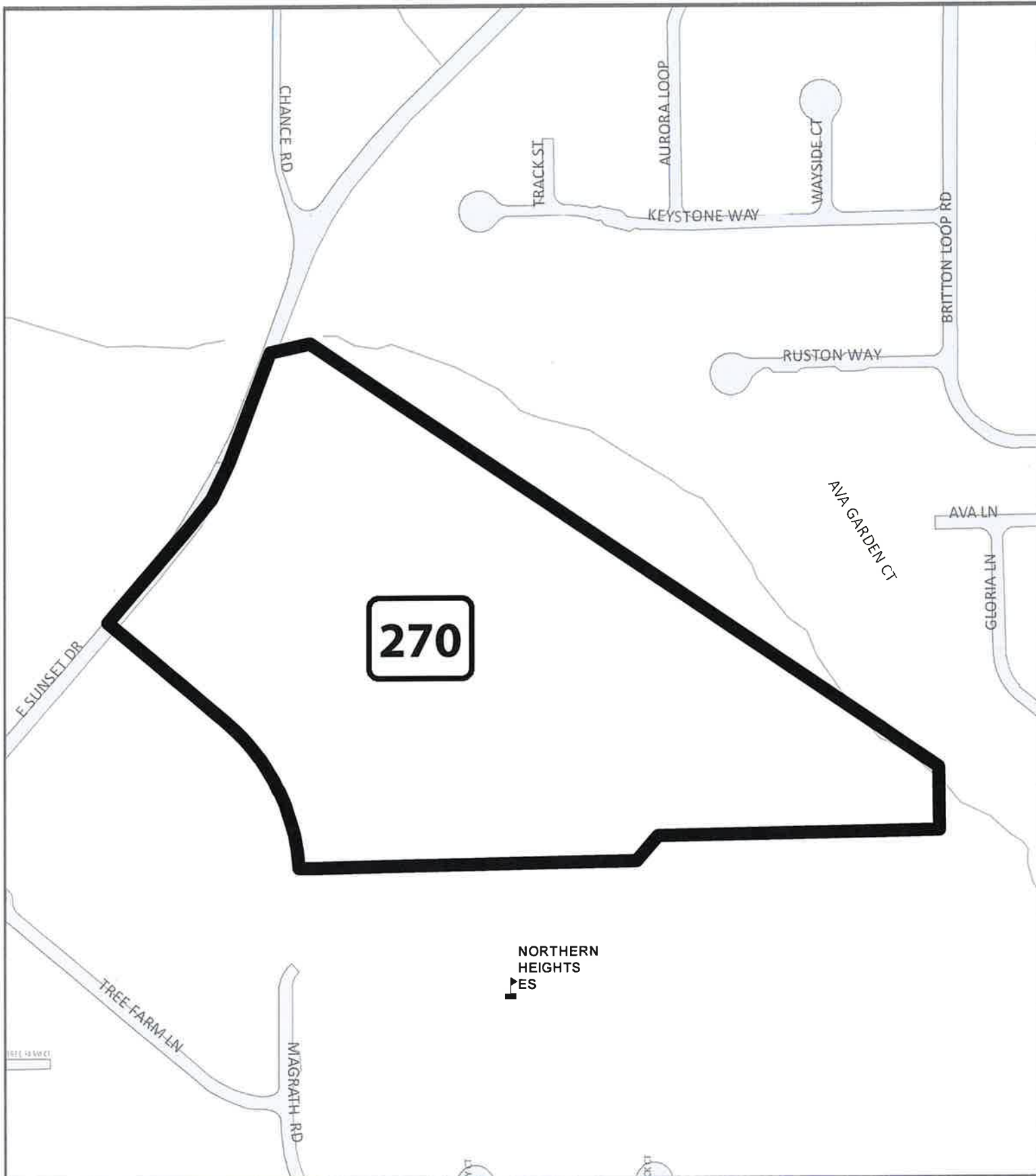
County Council District 3  
Legislative District 40  
Congressional District 2

USE OF WHATCOM COUNTY'S GIS DATA IMPLIES THE USER'S AGREEMENT WITH THE FOLLOWING STATEMENT:

Whatcom County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Whatcom County harmless from and against any damages, loss, or liability arising from any use of this map.

0 200 400 800 Feet





# Precinct 270

Ward	4
Council District	3
Leg. District	40
Cong. District	2



January 2019

481 80 160 Ft.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-124

---

<b>File ID:</b>	AB2019-124	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/01/2019	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### TITLE FOR AGENDA ITEM:

Ordinance amending the 2019 Whatcom County Budget, request no. 2, in the amount of \$4,901,742

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental No. 2 requests funding from the General Fund:

1. To appropriate \$132,751 to add Law Library budget to Non Departmental.
2. To decrease appropriation of \$132,751 in Prosecuting Attorney to move Law Library budget to Non Departmental.
3. To appropriate \$68,519 in Sheriff's Office to fund FFY16 Operation Stonegarden program from grant proceeds.
4. To appropriate \$120,000 in Sheriff's Office to fund FFY17 Operation Stonegarden program from grant proceeds.
5. To appropriate \$13,223 in Sheriff's Office to fund inclement weather gear from grant proceeds.  
From Real Estate Excise Tax Fund I (REET I):
6. To appropriate \$3,189,525 to fund REET I transfer for Courthouse Exterior project.  
From Public Utilities Improvement Fund (EDI):
7. To appropriate \$1,510,475 to fund EDI transfer for Courthouse Exterior project.

---

### HISTORY OF LEGISLATIVE FILE

---

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

---

---

**Attachments:** Ordinance No. 2 of the 2019 Budget.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**ORDINANCE NO.  
AMENDMENT NO. 2 OF THE 2019 BUDGET**

**WHEREAS**, the 2019-2020 budget was adopted November 20, 2018; and,  
**WHEREAS**, changing circumstances require modifications to the approved 2019-2020 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 2019-2020 Whatcom County Budget Ordinance #2018-064 is hereby amended by adding the following additional amounts to the 2019 budget included therein:

Fund	Expenditures	Revenues	Net Effect
<b>General Fund</b>			
Non Departmental	132,751	(75,700)	57,051
Prosecuting Attorney	(132,751)	75,700	(57,051)
Sheriff's Office	201,742	(201,742)	-
<b>Total General Fund</b>	<b>201,742</b>	<b>(201,742)</b>	<b>-</b>
<b>Real Estate Excise Tax Fund I</b>	<b>3,189,525</b>	<b>-</b>	<b>3,189,525</b>
<b>Public Utilities Improvement Fund (EDI)</b>	<b>1,510,475</b>	<b>-</b>	<b>1,510,475</b>
<b>Total Supplemental</b>	<b>4,901,742</b>	<b>(201,742)</b>	<b>4,700,000</b>

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Chair of Council

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Jack Louws, County Executive

Date: \_\_\_\_\_



WHATCOM COUNTY				
Summary of the 2019 Supplemental Budget Ordinance No. 2				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Non Departmental	To add Law Library budget to Non Departmental.	132,751	(75,700)	57,051
Prosecuting Attorney	To move Law Library budget from Prosecuting Attorney to Non Departmental.	(132,751)	75,700	(57,051)
Sheriff's Office	To fund FY16 Operation Stonegarden program from grant proceeds.	68,519	(68,519)	-
Sheriff's Office	To fund FY17 Operation Stonegarden program from grant proceeds.	120,000	(120,000)	-
Sheriff's Office	To fund inclement weather gear from grant proceeds.	13,223	(13,223)	-
Total General Fund		201,742	(201,742)	-
Real Estate Excise Tax Fund I	To fund REET I transfer for Courthouse Exterior project.	3,189,525	-	3,189,525
Public Utilities Improvement Fund (EDI)	To fund EDI transfer for Courthouse Exterior project.	1,510,475	-	1,510,475
Total Supplemental		4,901,742	(201,742)	4,700,000

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 2693

Fund 1

Cost Center 2630

Originator: M Caldwell

Expenditure Type: Ongoing

Year 1 2019

Add'l FTE ☐

Add'l Space ☐

Priority

1

Name of Request: Assign Law Library to Non Departmental

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4000	Revenues	(\$75,700)
	6000	Expenditures	\$132,751
	Request Total		\$57,051

### 1a. Description of request:

Move the Law Library, which has traditionally been under the purview of the Prosecuting Attorney to a more appropriate departmental assignment in Non Departmental. In years past the Prosecuting Attorney has been on the Law Library Board of Trustees, that is no longer the case. This supplemental adds the Law Library budget to Non Departmental. Also see companion supplemental removing the 2019 budget from the Prosecuting Attorney's Office (Supplemental ID 2692).

### 1b. Primary customers:

### 2. Problem to be solved:

### 3a. Options / Advantages:

### 3b. Cost savings:

### 4a. Outcomes:

### 4b. Measures:

### 5a. Other Departments/Agencies:

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

### 6. Funding Source:

# Supplemental Budget Request

Status: Pending

Prosecuting Attorney

Law Library

Suppl ID # 2692

Fund 1

Cost Center 2630

Originator: M Caldwell

Expenditure Type: Ongoing

Year 1 2019

Add'l FTE ☐

Add'l Space ☐

Priority

1

Name of Request: Move Law Library from Prosecuting Attorney to NonD

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4000	Revenues	\$75,700
	6000	Expenditures	(\$132,751)
	<b>Request Total</b>		<b>(\$57,051)</b>

## 1a. Description of request:

Move the Law Library, which has traditionally been under the purview of the Prosecuting Attorney to a more appropriate departmental assignment in Non Departmental. In years past the Prosecuting Attorney has been on the Law Library Board of Trustees, that is no longer the case. This supplemental removes the Law Library budget from the Prosecuting Attorney's Office. Also see companion supplemental adding the 2019 budget to Non Departmental (Supplemental ID #2693).

## 1b. Primary customers:

## 2. Problem to be solved:

## 3a. Options / Advantages:

## 3b. Cost savings:

## 4a. Outcomes:

## 4b. Measures:

## 5a. Other Departments/Agencies:

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

## 6. Funding Source:

## LAW LIBRARY

Cost Center			Account Description	2019	2020
	Object Account	Sub Account		Budget	Budget
2630	4336	0103	Reimb-Mntl Hlth App Counsel	10,000	10,000
2630	4341	2203	Civil Filing	1,200	1,200
2630	4341	2211	Antihar Filing	700	700
2630	4341	2212	Civil Filing	13,100	13,100
2630	4341	2333	Civil Fil 20 LL	26,000	26,000
2630	4341	2335	Dom Fac 20 LL	10,000	10,000
2630	4341	2341	Ctr Cros 3rd 20 LL	400	400
2630	4341	2343	Unlawf Det 20 LL	2,000	2,000
2630	4341	2345	Un Det Cmb 20 LL	3,800	3,800
2630	4341	2349	3/5 Fac 20 LL	2,700	2,700
2630	4341	2382	Juvenile Emancipation	300	300
2630	4341	6900	Copy Fees	200	200
2630	4341	6901	Copy Fees-Inmate	300	300
2630	4367	1000	Donations	5,000	5,000
				<u>75,700</u>	<u>75,700</u>
2630	6120		Extra Help	(25,931)	(26,987)
2630	6210		Retirement	(4,025)	(4,230)
2630	6230		Social Security	(2,069)	(2,150)
2630	6255		Other H&W Benefits	-	(6)
2630	6259		Worker's Comp-Interfund	(260)	(260)
2630	6269		Unemployment-Interfund	(95)	(98)
2630	6320		Office & Op Supplies	(1,800)	(1,800)
2630	6340		Books-Publications-Supscr	(62,356)	(62,356)
2630	6659		Building Maintenance Fees	(25,096)	(25,883)
2630	6719		Postage-Interfund	(170)	(170)
2630	6720		Telephone	(865)	(865)
2630	6780		Travel-Educ/Training	(485)	(485)
2630	6949		Insurance Prem-Interfund	(321)	(321)
2630	7159	507	Administrative Cost Allocation	(9,278)	(9,556)
				<u>(132,751)</u>	<u>(135,167)</u>
			Net	<u>(57,051)</u>	<u>(59,467)</u>

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2690

Fund 1

Cost Center 1003516005

Originator: Jacque Korn

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: FY16 Operation Stonegarden - 2019

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.8705	St Homeland Sec Grt Prg	(\$68,519)
	6140	Overtime	\$6,993
	6210	Retirement	\$380
	6230	Social Security	\$535
	6259	Worker's Comp-Interfund	\$185
	6269	Unemployment-Interfund	\$9
	6510	Tools & Equip	\$59,206
	6790	Travel-Other	\$1,211
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

The U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) awarded \$340,418 to Whatcom County for FY16 Operation Stonegarden (OPSG) Grant Program to enhance cooperation and coordination among local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the borders of the United States (WC Contract #201611036). The Sheriff's Office and other law enforcement agencies in the area will use OPSG funding to provide enhanced patrols to increase law enforcement presence in maritime and land border areas of Whatcom County targeting illicit activity, specifically cross border human trafficking, smuggling, weapons, currency and narcotics. State and Local law enforcement agencies are not empowered to enforce immigration laws under the OPSG program. Previous Supplemental Budget #2549.

## 1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

## 2. Problem to be solved:

Budget authority is needed to use remaining OPSG FY16 funds in 2019.

## 3a. Options / Advantages:

OPSG funds are awarded specifically for projects that improve border security.

## 3b. Cost savings:

Total OPSG FY16 award was \$340,418. The Sheriff's Office used \$271,899 in previous budget years. The remaining \$68,519 will be used in 2019 as follows: \$8,102 in overtime, \$1,211 in mileage, and \$59,206 in equipment.

## 4a. Outcomes:

Enhanced patrols will be conducted per contract specifications and timelines. Daily Activity Reports will be completed and sent to the Homeland Security Information Network.

## 4b. Measures:

The Whatcom County Sheriff's Office and U.S. Border Patrol Blaine Sector will monitor projects and

Friday, January 25, 2019

Rpt: Rpt Suppl Regular



## Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2690

Fund 1

Cost Center 1003516005

Originator: Jacque Korn

expenditures against contract deliverables.

**5a. Other Departments/Agencies:**

Whatcom County agencies participating in FY16 OPSG are: U.S. Border Patrol Blaine Sector, Whatcom County Sheriff's Office, Washington Department of Fish & Wildlife, and the Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments.

Although receiving no OPSG funding, U.S. Border Patrol will provide coordination among participating agencies. Participating agencies receiving OPSG funding will provide enhanced law enforcement presence to reduce criminal activity in border areas.

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

The following individuals will coordinate projects within their jurisdictions: Special Operations Supervisor Molly Pacheco Patrol - Blaine's Sector; Undersheriff Jeff Parks, Whatcom County Sheriffs Office; Sgt. Russ Mullins, WA Department of Fish & Wildlife; Chief Allen Schubert, Blaine PD; Chief Dan MacPhee, Everson PD; Chief Kevin Turner, Ferndale PD; Chief John Billester, Lynden PD; Chief Daniel DeBruin, Sumas PD; and Chief Ralph Long, Lummi Nation PD.

**6. Funding Source:**

Indirect federal grant from Washington State Military Department. Funds originate from U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) FY2016 OPSG Grant Program, CFDA No. 97.067.

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2691

Fund 1

Cost Center 1003517004

Originator: Jacque Korn

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: FY17 Operation Stonegarden - 2019

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.8705	St Homeland Sec Grt Prg	(\$120,000)
	6140	Overtime	\$55,587
	6210	Retirement	\$3,018
	6230	Social Security	\$4,253
	6259	Worker's Comp-Interfund	\$1,470
	6269	Unemployment-Interfund	\$72
	6510	Tools & Equip	\$48,000
	6790	Travel-Other	\$7,600
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

The U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) awarded \$345,000 to Whatcom County for FY17 Operation Stonegarden (OPSG) Grant Program to enhance cooperation and coordination among local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the borders of the United States (W.C. Contract#201805001). The Sheriff's Office and other law enforcement agencies in the area will use OPSG funding to provide enhanced patrols to increase law enforcement presence in maritime and land border areas of Whatcom County targeting illicit activity, specifically cross border human trafficking, smuggling, weapons, currency and narcotics. State and Local law enforcement agencies are not empowered to enforce immigration laws under the OPSG program. Previous Supplemental Budget #2578.

## 1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

## 2. Problem to be solved:

Budget authority is needed to use remaining OPSG FY17 funds in 2019.

## 3a. Options / Advantages:

OPSG funds are awarded specifically for projects that improve border security.

## 3b. Cost savings:

Total OPSG FY17 award was \$345,000. The Sheriff's Office used \$14,481 in previous budget years. The remaining \$330,519 will be used in 2019 as follows: \$64,400 in overtime, \$7,600 in mileage, \$48,000 in equipment, and \$210,519 to sub-recipients which will be added to the budget through continuing appropriations.

## 4a. Outcomes:

Enhanced patrols will be conducted per contract specifications and timelines. Daily Activity Reports will be completed and sent to the Homeland Security Information Network.

## 4b. Measures:

Friday, January 25, 2019

Rpt: Rpt Suppl Regular

## Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2691

Fund 1

Cost Center 1003517004

Originator: Jacque Korn

The Whatcom County Sheriff's Office and U.S. Border Patrol Blaine Sector will monitor projects and expenditures against contract deliverables.

**5a. Other Departments/Agencies:**

Whatcom County agencies participating in FY17 OPSG are: U.S. Border Patrol Blaine Sector, Whatcom County Sheriff's Office, Washington Department of Fish & Wildlife, the Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments, and Lummi Nation.

Although receiving no OPSG funding, U.S. Border Patrol will provide coordination among participating agencies. Participating agencies receiving OPSG funding will provide enhanced law enforcement presence to reduce criminal activity in border areas.

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

The following individuals will coordinate projects within their jurisdictions: Special Operations Supervisor Molly Pacheco Patrol - Blaine's Sector; Undersheriff Jeff Parks, Whatcom County Sheriffs Office; Sgt. Russ Mullins, WA Department of Fish & Wildlife; Chief Allen Schubert, Blaine PD; Chief Dan MacPhee, Everson PD; Chief Kevin Turner, Ferndale PD; Chief John Billester, Lynden PD; Chief Daniel DeBruin, Sumas PD; and Chief Ralph Long, Lummi Nation PD.

**6. Funding Source:**

Indirect federal grant from Washington State Military Department. Funds originate from U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) FY2017 OPSG Grant Program, CFDA No. 97.067.

# Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 2689

Fund 1

Cost Center 1003518001

Originator: Jacque Korn

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: SO Grant COB 2018 JAG-Inclement Weather Gear 2019

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.1673	Byrne JAG Grant	(\$13,223)
	6320.001	Office & Op Supplies	\$13,223
	<b>Request Total</b>		<b>\$0</b>

## 1a. Description of request:

The Sheriffs Office received 2018 Byrne Justice Assistance Grant (JAG) Program funds through the City of Bellingham to purchase inclement weather protective gear (W.C. Contract #201809001).

Law enforcement must be prepared and equipped to deal with suspects in inclement weather for prolonged periods of time in order to effectively mitigate the threat posed to the public and critical infrastructure. It is essential that all members of the Sheriff's Office have sufficient protective gear and clothing to protect them from the dangerous effects exposure to extreme weather can cause.

SWAT requires specialized outer wear designed for their assignments and operational needs.

## 1b. Primary customers:

Whatcom County Sheriff's Office SWAT team members.

## 2. Problem to be solved:

Budget authority is needed to use grant funds to purchase cold weather protective gear in 2019.

## 3a. Options / Advantages:

The Sheriff's Office will use grant funds rather than local funds for this purchase.

## 3b. Cost savings:

\$13,223

## 4a. Outcomes:

The Sheriff's Office objective is to utilize allocated funds to purchase and replace current inclement weather protective gear for SWAT members that is designed for their assignment and operational needs.

## 4b. Measures:

## 5a. Other Departments/Agencies:

The City of Bellingham will administer the grant and provide \$13,223 to Whatcom County Sheriff's Office per the grant agreement.

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

## 6. Funding Source:

The funds originate from U.S. Department of Justice Edward Byrne Memorial JAG Program Fiscal Year 2018, CFDA No. 16.738.



ORIGINAL

2018-0547

CITY SECRETARY  
CONTRACT NO. 2018-0547

THE STATE OF WASHINGTON

COUNTY OF WHATCOM

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BELLINGHAM, AND COUNTY OF WHATCOM  
2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 17th day of August, 2018, by and between The COUNTY of Whatcom, acting by and through its governing body, the County Council, hereinafter referred to as COUNTY, and the CITY of Bellingham, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Whatcom County, State of Washington, witnesseth:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, per the grant, Whatcom County Jurisdiction is allocated \$35,780 in grant funding, \$22,557 for the City and \$13,223 for Whatcom County: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$13,223 from the JAG award for the purchase of Inclement Weather Protective Gear: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY agrees to pay COUNTY a total of \$13,223 of JAG funds.

**Section 2.**

COUNTY agrees to use \$13,223 for the purchase of Inclement Weather Protective Gear until 2019.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against the "CITY" or "COUNTY"

**Section 4.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.



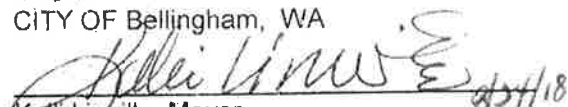
**Section 5.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

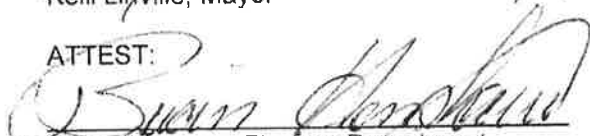
**Section 6.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

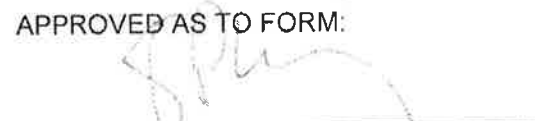
CITY OF Bellingham, WA

  
Kelli Linville, Mayor

ATTEST:


  
Brian Henshaw, Finance Department

APPROVED AS TO FORM:


  
\_\_\_\_\_  
City Attorney

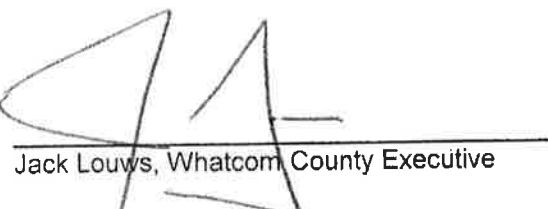
  
\_\_\_\_\_  
Chief of Police

COUNTY OF Whatcom, WA

  
\_\_\_\_\_  
Sheriff

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Prosecuting Attorney

  
\_\_\_\_\_  
Jack Louws, Whatcom County Executive

## Supplemental Budget Request

Status: Pending

### Non-Departmental

Suppl ID # 2697

Fund 326

Cost Center 32600

Originator: Marianne Caldwell

Expenditure Type: One-Time

Year 1 2019

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: REET 1 transfer to fund CH Exterior project

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<b>Object</b>	<b>Object Description</b>	<b>Amount Requested</b>
	8351	Operating Transfer Out	\$3,189,525
	<b>Request Total</b>		<b>\$3,189,525</b>

#### 1a. Description of request:

Companion supplemental to transfer REET 1 funding to Courthouse Building Envelope Fund for first phase of construction. Supplemental ID 2695, Amendment #3 to Courthouse Building Envelope project budget. REET 1 funds 69% of the project in proportion of criminal justice vs general government portion of total square footage of courthouse.

#### 1b. Primary customers:

#### 2. Problem to be solved:

#### 3a. Options / Advantages:

#### 3b. Cost savings:

#### 4a. Outcomes:

#### 4b. Measures:

#### 5a. Other Departments/Agencies:

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

#### 6. Funding Source:

# Supplemental Budget Request

Status: Pending

## Non-Departmental

Suppl ID # 2696

Fund 332

Cost Center 332100

Originator: Marianne Caldwell

Expenditure Type: One-Time

Year 1 2019

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: EDI Transfer to fund CH Exterior Project

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	<b>Object</b>	<b>Object Description</b>	<b>Amount Requested</b>
	8351	Operating Transfer Out	\$1,510,475
	<b>Request Total</b>		<b>\$1,510,475</b>

### 1a. Description of request:

Companion supplemental to transfer EDI funding to Courthouse Building Envelope Fund for first phase of construction. Supplemental ID 2695, Amendment #3 to Courthouse Building Envelope project budget. EDI funds 31% of the project in proportion of general government vs criminal justice percentage of total square footage of courthouse.

### 1b. Primary customers:

### 2. Problem to be solved:

### 3a. Options / Advantages:

### 3b. Cost savings:

### 4a. Outcomes:

### 4b. Measures:

### 5a. Other Departments/Agencies:

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

### 6. Funding Source:



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-128

---

<b>File ID:</b>	AB2019-128	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/01/2019	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### TITLE FOR AGENDA ITEM:

Ordinance amending courthouse building envelope project budget (as established through Ordinance 2014-085) third request, in the amount of \$4,700,000 for a total project budget of \$7,377,809

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting Council approval for additional budget authority of \$4,700,000 to be added to the project budget for Fund 359 - Courthouse Building Envelope Fund. Budget will be used to fund the first phase of construction of extensive repairs.

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Ordinance Amending Courthouse Building Envelope Project Budget.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING COURTHOUSE BUILDING ENVELOPE PROJECT BUDGET (AS ESTABLISHED THROUGH ORDINANCE NO. 2014-075), THIRD REQUEST, IN THE AMOUNT OF \$4,700,000 FOR A TOTAL PROJECT BUDGET OF \$7,377,809.**

**WHEREAS**, Ordinance No. 2014-075 established the project budget for the Courthouse Building Envelope Fund; and

**WHEREAS**, Ordinances 2017-012 and 2017-028 added further funding for the project; and

**WHEREAS**, funding to date has been used for HKP Architects, LLP to perform an exterior envelope condition survey, design options, develop a maintenance schedule and construction plans for the chosen repair and maintenance option; and

**WHEREAS**, the County attempted to implement the first phase of construction in 2018 but failed to attract sufficient bidders for the limited scope project; and

**WHEREAS**, the scope of the first phase of construction has now been expanded to include brick repair and sealing and replacement of a large roof that was originally planned for further down the schedule, in hopes of making the project more attractive to potential bidders; and

**WHEREAS**, increased funding for this project is available from Real Estate Excise Tax Fund I and from the Public Utilities Improvement Fund (EDI Fund),

**NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County Council that Ordinance 2014-075 is hereby amended by adding \$4,700,000 of expenditure authority, as described in Exhibit A, to the amended project budget of \$2,677,809, for a total amended project budget of \$7,377,809.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Chair of the Council

APPROVED AS TO FORM:

( ) Approved      ( ) Denied

\_\_\_\_\_  
Civil Deputy Prosecutor

\_\_\_\_\_  
Jack Louws, County Executive  
Date: \_\_\_\_\_



**EXHIBIT A****COURTHOUSE EXTERIOR PROJECT BUDGET  
Amendment #3**

<b>Account</b>	<b>Description</b>	<b>Current Amended Project Budget</b>	<b>Amendment #3 to Ord. 2014-075</b>	<b>Total Amended Project Budget</b>
<b>Expenditures</b>				
6190	Direct Billing Rate	\$0	\$50,000	\$50,000
6630	Professional Services	\$250,000	\$310,000	\$560,000
7060	Buildings and Structures	\$2,427,809	\$4,340,000	\$6,767,809
		<b>\$2,677,809</b>	<b>\$4,700,000</b>	<b>\$7,377,809</b>
<b>Revenues</b>				
8301.326	REET I	\$1,925,188	\$3,189,525	\$5,114,713
8301.332	EDI (Public Utilities Improvement Fund)	\$752,621	\$1,510,475	\$2,263,096
		<b>\$2,677,809</b>	<b>\$4,700,000</b>	<b>\$7,377,809</b>

# Supplemental Budget Request

Status: Pending

## Administrative Services

## Facilities Management

Suppl ID # 2695

Fund 359

Cost Center 359100

Originator: Rob Ney

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: CH Exterior Project Budget Amendment

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6190	Direct Billing Rate	\$50,000
	6630	Professional Services	\$310,000
	7060	Repairs & Maintenance	\$4,340,000
	8301.326	Operating Transfer In	(\$3,189,525)
	8301.332	Operating Transfer In	(\$1,510,475)
	<b>Request Total</b>		<b>\$0</b>

### 1a. Description of request:

This request is to fund an expanded scope of work for the Courthouse Building Envelope Project 2019 construction phase.

HKP and their design team were selected through an RFQ process and were contracted to develop alternatives to resolve the envelope issue.

HKP's initial report identified three potential options:

Option 1: Replace the entire Courthouse exterior "in-kind" (\$28,282,444)

Option 2: Encase the entire Courthouse in a "Glazed Box", essentially building another building outside the exiting building (\$34,071,201)

Option 3: Maintenance and Repair existing infrastructure option. This option was a repair and replace approach on an ongoing basis which enabled the County to financially plan and map out the repairs over time, and with some knowns regarding costs. Option 3 was the selected option and construction plans have been developing since 2016.

The first phase of construction was planned for 2018. The scope of work for this project was limited as investigative work for the brick panels was still underway. The Engineers/Architects estimate for this work was approximately \$1.7 million, with a market adjustment contingency to a high end of \$1.9 million. Only one bid was received and was rejected by the County (Bid amount \$6.704 million).

After the 2018 project was rejected, the County and the design team worked to expand the project in hopes of making the 2019 project more attractive to potential bidders. The 2019 project expands the project scope of work to include the brick repair and sealing, and also replaces a large roof that was scheduled further down the schedule. It is believed the overall project is of sufficient size to attract a larger bidder pool. If constructed, the envelope would be sealed and water intrusion should be eliminated. The Engineer/Architects estimate for this work is approximately \$6.5 million.

This request would fund the construction project (\$6.5 million), provide a project oversight allowance for

# Supplemental Budget Request

Status: Pending

## Administrative Services

## Facilities Management

Suppl ID # 2695

Fund 359

Cost Center 359100

Originator: Rob Ney

Facilities Maintenance staff, and provide contingency funds for unforeseen circumstances.

### 1b. Primary customers:

The project benefits the general public that utilize the services provided by the County, the County employees that work or do business in the Courthouse, and the Elected officials whose offices are located in the Courthouse.

### 2. Problem to be solved:

The Courthouse has a water intrusion issue that needs to be corrected. The proposed work should eliminate the water intrusion, and begin some of the long term capital maintenance that has been delayed for many years.

### 3a. Options / Advantages:

Other options for correcting the envelope issues were considered (re-skinning the Courthouse "in-kind" and a Glazed box approach). This option to repair and maintain the building is the most economical approach, and allows the County to perform this maintenance and repair over time.

Option 3 is an economical method that will seal the exterior of the Courthouse for a fraction of the cost of the other two options. The proposed 2019 construction project will seal the building, and replace two major roofs on the Courthouse. There will still be on-going maintenance and roof repairs, but the Courthouse should be sealed with the successful completion of this year's project.

### 3b. Cost savings:

The cost savings of Option 3 compared to the next option is approximately \$20 million.

### 4a. Outcomes:

If funds are provided, and we obtain a successful bid, within our budget, the Construction project is estimated to begin in spring of 2019.

### 4b. Measures:

The project will be built on-time and within budget.

### 5a. Other Departments/Agencies:

This project will impact all patrons and employees of the Courthouse. There may be scaffolding and other impediments surrounding the Courthouse during construction. Facilities and the Contractor will work together to minimize impacts of the work.

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

Rob Ney

### 6. Funding Source:

Transfers from

REET 1 - 69%

EDI - 31%

Also contains an adjustment for EDI to fund \$77,500 more than 31% due to REET making the entire initial \$250,000 contribution to the project budget in 2015. This adjustment will correct current and prior funding percentages to 69% REET and 31% EDI for the entire project budget.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-127

---

<b>File ID:</b>	AB2019-127	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/01/2019	<b>Entered by:</b>	NHanson@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Current Year Council Appointment		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### TITLE FOR AGENDA ITEM:

Receipt of application for the Whatcom County Planning Commission, applicant: Bob Burr (committee assists the Planning and Development Services Department in carrying out its duties, which include helping to prepare and execute the Comprehensive Plan and making recommendations for adoption of official controls and/or amendments. (application deadline for any other applicants is 10:00 a.m. February 19, 2019)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Planning Commition has 1 Vacancy - Applicant must be a resident of County Council District 2. Applicant: Bob Burr. The Planning Commission assists the Planning and Development Services Department in carrying out its duties. The Commission also conducts hearings as required under RCW 36.70 and shall make findings and conclusions that will go to the Planning and Development Department and the County Council.

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Application for Burr - Feb. 12th Intro

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**From:** noreply@civicplus.com  
**Sent:** Monday, January 28, 2019 9:29 PM  
**To:** Ben Glassett; Jill Nixon; Suzanne Mildner; Kristi Felbinger; Dana Brown-Davis; Executive; NaDean Hanson  
**Subject:** Online Form Submittal: Board and Commission Application

## Board and Commission Application

### Step 1

#### Application for Appointment to Whatcom County Boards and Commissions

##### Public Statement

*THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.*

Title	Mr.
First Name	Bob
Last Name	Burr
Today's Date	1/28/2019
Street Address	3350 Bellevue Pl
City	Bellingham
Zip	98226
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	3609220391
Secondary Telephone	3606717813
Email Address	<a href="mailto:burrreasear@aol.com">burrreasear@aol.com</a>



## Step 2

1. Name of Board or Committee	Planning Commission
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 2
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or	I ran my own national research and consulting practice serving the financial services industry from 1994 when I moved to Bellingham until 2007 when I retired. Prior to that was VP of Research and Development at Prudential Insurance in NJ. For many years at Prudential, I was in charge of both short term

community activities, and  
education

planning/budgeting and budgeting. I am an experienced planner at the Corporate level and I am gifted at analysis, but more importantly at synthesis. I CARE deeply about the future of life on earth, and would like to act locally to chart our destiny. I graduated from UC Berkeley with high honors and an ABD from Claremont Graduate University. I have been as community activist since my retirement in 2007. I have run for office 4 times, never accepting a dime from anyone because I believe that the influence of money in politics is the root of our not addressing the societal ills that need to be addressed. While I am a former State Vice Chair of The Green Party and a former Vice Chair of the 40th LD Dems and former State Committee Representative of the 42nd LD Dems, I am also a very active member of the Libertarian Party and was active in the Tea Party as well. While regarded mostly as a lefty, I am not. I am an activist issues person and do my damnest to fight for the issues I believe in whether it be reducing the national debt or combating the spectre of climate change.

10. Please describe why  
you're interested in  
serving on this board or  
commission

Two words: I Care Beyond that, I believe my skill set is needed in a County that has done too little to seriously PLAN for the future.

References (please  
include daytime  
telephone number):

Every member of the county council knows me; so, I don't need any outside references. If you do, contact Gene Knudsen, Terry Bornemann, Pinky Vargas or any of the other former members of the City and County Councils

Signature of applicant:

Robert L Burr

Place Signed / Submitted

Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-129

---

<b>File ID:</b>	AB2019-129	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/01/2019	<b>Entered by:</b>	NHanson@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Current Year Council Appointment		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### TITLE FOR AGENDA ITEM:

Receipt of application for the Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory Committee - Applicant: Larry Mades (the committee is an integral part of the program reviewing the comprehensive plan for flood control) (application for deadline for any other applicants is 10 a.m. February 19, 2019)

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Appointment to fill vacancy on the Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory Committee - Applicant: Larry Mades. The committee is an integral part of the program reviewing flood control.

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Application Mades - Feb. 12th Intro

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



RECEIVED  
JAN 28 2019  
WHATCOM COUNTY  
COUNCIL

COUNCILMEMBERS:  
Timothy Ballew II  
Barbara E. Brenner  
Rud Browne  
Barry Buchanan  
Tyler Byrd  
Todd Donovan  
Satpal Sidhu

**APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS**

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: LARRY E MADES Date: 1/25/19  
Street Address: 7689 OAT COLES RD  
City: EVERCON Zip Code: 98247  
Mailing Address (if different from street address): \_\_\_\_\_  
Day Telephone: \_\_\_\_\_ Evening Telephone: \_\_\_\_\_ Cell Phone: 360-966-3333  
E-mail address: tigger322@gmail.com

1. Name of board or committee-**please see reverse:** Sumas/evercon/nooksack
2. You must specify which position you are applying for.  
**Please refer to vacancy list.** FLOOD CONTROL SUB-ZONE
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?  
**(If applicable, please refer to vacancy list.)** \_\_\_\_\_ ☒ yes ☐ no
4. Which Council district do you live in? \_\_\_\_\_ ( ) One ( ) Two ☒ Three ( ) Four ( ) Five
5. Are you a US citizen? \_\_\_\_\_ ☒ yes ☐ no
6. Are you registered to vote in Whatcom County? \_\_\_\_\_ ☒ yes ☐ no
7. Have you ever been a member of this Board/Commission? \_\_\_\_\_ ☒ yes ☐ no  
If yes, dates: SINCE APPROX. 2001
8. Do you or your spouse have a financial interest in or are you an employee or officer of any  
business or agency that does business with Whatcom County? \_\_\_\_\_ ( ) yes ☒ no  
If yes, please explain: \_\_\_\_\_
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected  
office in any jurisdiction within the county? \_\_\_\_\_ ( ) yes ☒ no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community  
activities, and education.  
RETIRED - COMMERCIAL PRINTING - MASTERS DEGREE IN PRINTING MGMT.

11. Please describe why you're interested in serving on this board or commission: LIVE IN AFFECTED  
AREA OF SWIFT CREEK

References (please include daytime telephone number): ED BOSSCHER (CHAIR OF THIS  
Committee) 360-815-7336

Signature of applicant: [Signature]

**THIS IS A PUBLIC DOCUMENT:** As a candidate for a public board or commission, the above information 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.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2019-131

---

<b>File ID:</b>	AB2019-131	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/06/2019	<b>Entered by:</b>	SWinger@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Resolution to Sell Surplus Property		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### TITLE FOR AGENDA ITEM:

Resolution Authorizing the Sale of Surplus Personal Property Pursuant to WCC 1.10

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

---

### HISTORY OF LEGISLATIVE FILE

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
--------------	---------------------	----------------	-----------------

---

---

**Attachments:** Surplus Resolution (Auth) - Jan 2019 (Greenhouse), Surplus Agenda - Jan 2019 (Greenhouse)

**Final Action:**  
**Enactment Date:**  
**Enactment #:**



PROPOSED BY: Finance

DATE INTRODUCED: 02/12/2019

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE SALE OF WHATCOM COUNTY SURPLUS PERSONAL PROPERTY

PURSUANT TO WCC 1.10

WHEREAS, a public hearing was held on \_\_\_\_\_, 2019 to discuss the sale of Whatcom County personal property; and

WHEREAS, it was determined to be in the best interest of Whatcom County to sell the property listed in Exhibit "A" and such property shall be sold at public auction or by sealed bid after February 2019, subsequent to compliance with notice requirements of WCC 1.10.200; and

NOW, THEREFORE, BE IT RESOLVED that the property listed in Exhibit "A" be sold at public auction or by sealed bid after February 2019 pursuant to the notice requirements of WCC 1.10.200.

BE IT FURTHER RESOLVED that where there is no bid within the advertised terms the County may withdraw the property from the sale, or if the County deems such action to be in the public interest, reject any or all bids either written or oral, and thereafter negotiate the sale of the property providing the negotiated price is higher than the highest bid at the public sale and that the public has notice by advertisement, under WCC 1.10.200, and an opportunity to compete through mailed bids, for the purchase by offer of a more favorable price.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Council Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

**WHATCOM COUNTY  
ADMINISTRATIVE SERVICES**



Brad Bennett, Finance Manager

**FINANCE/ACCOUNTING**  
Whatcom County Courthouse  
311 Grand Avenue, Suite #503  
Bellingham, WA 98225-4082  
Phone – (360) 778-5320  
Fax – (360) 778-5321

**Exhibit "A"**  
**Capital Asset Surplus Request**  
**January 2019**

General Fixed Assets – Surplus					
Unit	Year	Description	Department	Asset Tag #	Comments
16536	2008	Greenhouse - 20' x 96' "Hoop" style	Sheriff - Corrections	N/A	No longer used



# Whatcom County

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

## Agenda Bill Master Report

**File Number: AB2019-126**

---

<b>File ID:</b>	AB2019-126	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/01/2019	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Resolution of the WCFCZDBS or Other Special District		
<b>First Assigned to:</b>	Council				
<b>Agenda Date:</b>	02/12/2019	<b>Next Mtg. Date:</b>		<b>Hearing Date:</b>	

---

### **TITLE FOR AGENDA ITEM:**

Resolution amending the 2019 Flood Control Zone District and Subzones Budget, request no. 2, in the amount of \$90,659 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Supplemental No. 2 requests from the Flood Control Zone District Fund:

1. To appropriate \$90,659 in Natural Resources to fund Phase IV of the Lynden-Everson-Nooksack-Sumas groundwater model study.

---

### **HISTORY OF LEGISLATIVE FILE**

---

<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>

---

**Attachments:** Ordinance No 2 of the WCFZD 2019 Budget.pdf

**Final Action:**  
**Enactment Date:**  
**Enactment #:**

**RESOLUTION NO. \_\_\_\_\_**

(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

**AMENDMENT NO. 2 OF THE 2019 BUDGET**

**WHEREAS**, the 2019 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 20, 2018; and,

**WHEREAS**, changing circumstances require modifications to the approved 2019 budget; and,

**WHEREAS**, the modifications to the budget have been assembled here for deliberation by the Board of Supervisors,

**NOW, THEREFORE, BE IT RESOLVED** by the Whatcom County Flood Control Zone District Board of Supervisors that the 2019 budget as approved in Resolution 2018-044 is hereby amended by adding the following additional amounts to the budgets included therein:

	Expenditures	Revenues	Net Effect
<b>Flood Control Zone District</b>	<u><b>90,659</b></u>	<u>-</u>	<u><b>90,659</b></u>
<b>Total Supplemental</b>	<u><b>90,659</b></u>	<u>-</u>	<u><b>90,659</b></u>

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

WHATCOM COUNTY FCZD  
BOARD OF SUPERVISORS  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, Council Clerk

\_\_\_\_\_  
Rud Browne, Chair of Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
Civil Deputy Prosecutor

2019 Flood Control Zone District and Subzones Budgets Amendment #2				
		Expenditures	Revenues	Fund Balance
<b>Flood Control Zone District Fund - Natural Resources</b>	To fund phase IV of Lynden - Everson - Nooksack - Sumas groundwater model study.	90,659	-	90,659
<b>Total Supplemental</b>		<b>90,659</b>	<b>-</b>	<b>90,659</b>



# Supplemental Budget Request

Status: Pending

## Public Works

## Natural Resources

Suppl ID # 2694

Fund 169

Cost Center 169121

Originator: Gary Stoyka

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: Phase IV Groundwater Model 2019 extension

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6630	Professional Services	\$90,659
	<b>Request Total</b>		<b>\$90,659</b>

### 1a. Description of request:

This SBR will provide funding to complete Phase IV of the Lynden-Everson-Nooksack-Sumas (LENS) groundwater modeling study. Phase IV consists of the construction of the numerical computer model and is the final phase of this portion of the project. The LENS groundwater model will provide information that is vital to finding a solution to some of the County's water resources challenges including finding legal water for agriculture and in dealing with the use of exempt wells in the County. Phase IV of the project was anticipated to be completed by the end of 2018 and the 2018 budget included sufficient funds to complete the project. However, staff became aware in late 2018, after the 2019 budget was prepared, that the contractor needed more time to complete the scope of work. Consequently, their contract was extended to April 30, 2019 to complete the project. Typically, transferring funds from the 2018 budget year to the 2019 budget year could be accomplished with a continuing appropriation. However, this could not be done in this case as the original budget authorization for this project was made in 2017, and those funds were already continually appropriated to 2018 and cannot be continually appropriate a second time. Although a supplemental budget request is being made, there will be no impact on the fund balance since these are funds that were not spent in 2018, but will be spent in 2019.

### 1b. Primary customers:

Residents and businesses in Whatcom County particularly including the agricultural community and rural landowners, but also including cities, water districts and associates, local tribes, and habitat restoration advocates.

### 2. Problem to be solved:

The people of Whatcom County face an array of challenges related to water resources including finding legal sources of water for agriculture, water for cities and water districts for development, rural landowners, and finding enough water to support fish. Whatcom County elected officials have given direction to staff to support finding solutions to these water problems through cooperative engagement with other parties primarily including members of the WRIA 1 Watershed Management Board. The LENS groundwater model will provide insight on the interaction between groundwater and surface water over much of the ag and rural lands of Whatcom County which is information that is crucial to finding solutions to these water problems. The first three phases of the modeling project have been completed and were funded by the WRIA 1 Joint Board. The WRIA 1 Joint Board dissolved in 2016 and thus, is no longer able to fund Phase 4. Completion of the groundwater modeling project is a high priority for many water interests in the County. This SBR provides the remaining funding necessary to complete the groundwater modeling project as soon as possible.

### 3a. Options / Advantages:

The WRIA 1 Joint Board funded the first three phases of the project; but has since dissolved and Whatcom County has agreed to fund Phase IV. This SBR seeks the remaining \$90,659 from the Flood Fund in order to expedite the completion of the project.

Friday, January 25, 2019

Rpt: Rpt Suppl Regular

## Supplemental Budget Request

Status: Pending

---

### Public Works

### Natural Resources

---

Suppl ID # 2694

Fund 169

Cost Center 169121

Originator: Gary Stoyka

#### 3b. Cost savings:

#### 4a. Outcomes:

This project will provide information regarding the interaction of surface and groundwater in a large portion of the County facing water resources issues, which will aid in finding solutions to these problems. Phase IV is anticipated to be completed by April 30, 2019.

#### 4b. Measures:

Completion of the model. Use of the model to aid in finding solutions to water resources problems.

#### 5a. Other Departments/Agencies:

The County will be working closely with the City of Bellingham, Whatcom PUD, Lummi Nation, Nooksack Indian Tribe, Bertrand WID, and Department of Ecology on this project.

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

The other agencies will be advisory to the County and do not have a direct role in implementation of the model construction.

#### 6. Funding Source:

Flood Control Zone District Fund Balance.

This \$90k expense was included in 2018 end of year fund balance projections used for budgeting. Therefore, carrying forward this unspent amount into 2019 will not impact fund balances as they were projected for the 2019 end of year.